



CERRITOS COMMUNITY COLLEGE DISTRICT MINUTES OF THE REGULAR MEETING OF THE BOARD OF TRUSTEES

Wednesday, September 16, 2015 at 6:30 p.m.

Note: Videos and transcripts of each board meeting are available online at:

<http://cms.cerritos.edu/board/agendas-and-minutes.htm>

CALL TO ORDER:

6:30 p.m. by Dr. Shin Liu

PLEDGE OF ALLEGIANCE:

Ms. Perez

ROLL CALL:

Those present were Carmen Avalos, Board President (Trustee Area 2 – arrived at 7:06 p.m.), Dr. Shin Liu, Vice President (Trustee Area 5), Marisa Perez, Board Secretary (Trustee Area 4), John Paul Drayer (Trustee Area 3), Zurich Lewis (Trustee Area 7), Dr. Sandra Salazar (Trustee Area 6), Victor Villalobos (Student Trustee), Dr. Jose Fierro, President/Superintendent, Dr. JoAnna Schilling, Vice President of Academic Affairs, Dr. David El Fattal, Vice President of Business Services, Dr. Mary Anne Gularte, Vice President of Human Resources, Dr. Stephen Johnson, Vice President of Student Services, Michelle Lewellen, Faculty Senate President, Dennis Falcon, CCFF Representative, and Lynn Laughon, CSEA President.

Bob Arthur (Trustee Area 1) was not present.

AGENDA ORGANIZATION

Dr. Liu stated that it was requested that Items 27, 28, and 29 be moved before Item 25, and Item 26 be moved after Item 29.

The motion was approved through a roll call vote [5 ayes, 0 noes, 0 abstentions, 2 absent (Arthur, Avalos)] (student advisory vote: aye).

COMMENTS FROM THE AUDIENCE

There were no public comments.

REPORTS AND COMMENTS FROM CONSTITUENT GROUPS

There were no reports or comments from constituent groups.

OPEN SESSION AGENDA

1. Jennifer Perez, Relay for Life of Norwalk Event Chair, and Sarah Ambrose, ACS Relay for Life Community Manager, gave a presentation to the Board of Trustees thanking Cerritos College for its support of the 2015 Relay for Life of Norwalk.

2. The Board of Trustees recognized Robert Aguayo, Extended Opportunity Program Services Specialist, as Classified Employee of the Month for September 2015.
3. The Board of Trustees received a summary of Board advisory committee activities from the following:
 - a. There was no report from the Project Labor Agreement Advisory Committee.
 - b. Ms. Perez provided a Bond Construction Advisory Committee report, as attached.

CONSENT CALENDAR ITEMS

It was moved by Mr. Lewis and seconded by Ms. Perez to approve Consent Agenda Items 4 through 22. Mr. Lewis requested that Items 5 and 6 be considered separately. Dr. Salazar requested that Item 9 be considered separately.

The motion was approved through a roll call vote [5 ayes, 0 noes, 0 abstentions, 2 absent (Arthur, Avalos)] (student advisory vote: aye):

4. Minutes of the special meeting of August 26, 2015.

It was moved by Mr. Lewis and seconded by Ms. Perez to approve Consent Agenda Item 5:

5. Minutes of the regular meeting of August 19, 2015.

The motion was approved through a roll call vote [3 ayes, 0 noes, 2 abstentions (Lewis), 2 absent (Arthur, Avalos)] (student advisory vote: aye).

It was moved by Mr. Lewis and seconded by Ms. Perez to approve Consent Agenda Item 6:

6. Compensation to Board Members for Absences from Board Meeting, as attached.

The motion was approved through a roll call vote [3 ayes, 0 noes, 2 abstentions (Lewis, Liu), 2 absent (Arthur, Avalos)] (student advisory vote: aye).

7. Ratification of Conference Requests for Travel Outside the United States – Belfast, Ireland and Santo Domingo, Dominican Republic, as attached.
8. ACT-On Funds for Faculty Training Stipends for the Retail Management Grant Training Program, as attached.

It was moved by Mr. Lewis and seconded by Ms. Perez to approve Consent Agenda Item 9:

9. Student Equity Project Stipends to Faculty - Faculty Inquiry Group (FIG) on Literature, as attached.

Dr. Salazar requested a description of this item. Dr. Schilling stated that it is recommended that Student Equity funds in the amount of \$5,000 be utilized for stipends to English, reading, and counseling faculty upon completion of the *Student Equity FIG – Literature*, which is designed to expand culturally sensitive teaching and counseling.

Faculty will produce action plans that include specific recommendations for curriculum development or modification to increase sources of works that reflect concerns of under-represented groups at the college.

The motion was approved through a roll call vote [5 ayes, 0 noes, 0 abstentions, 2 absent (Arthur, Avalos)] (student advisory vote: aye).

10. Ratification of Acceptance of Gifts, as attached.
11. Bid No. 14P020, Landscape: Alondra & Studebaker – Category 01, Earthwork, as attached.
12. Bid No. 14P020, Landscape: Alondra & Studebaker – Category 02, Landscape, as attached.
13. Bid No. 14P020, Landscape: Alondra & Studebaker – Category 03, Concrete, as attached.
14. Bid No. 14P020, Landscape: Alondra & Studebaker – Category 04, Fencing, as attached.
15. Project Assignment Agreement No. 10 to the Master Independent Consultant Agreement with The Converse Professional Group, DBA Converse Consultants for Geotechnical and Material Testing, and Inspection Services for the Campus Electrical and Chilled Water Upgrade Project, as attached.
16. Contract with Venea Meyer-Everhart for Grant Implementation and Program Development for the ACT-On Retail Management Careers Consortium Grant, as attached.
17. Contract with Randal Morales for Grant Implementation and Program Development for the ACT-On Retail Management Careers Consortium Grant, as attached.
18. Contract with the Foundation for California Community Colleges (FCCC) for the Annual License Renewal for the Microsoft Campus Agreement, as attached.
19. Contract with the Los Angeles County Office of Education for the Annual Agreement for PeopleSoft Financial Systems, as attached.
20. Quarterly Fiscal Status Report for the Quarter Ending June 30, 2015, as attached.
21. Employment of Classified, Short-Term, Substitute, Professional Expert, and/or Student Hourly Personnel as Needed for the 2015-2016 Academic Years, as attached.
22. Consideration of Approval of Employment of Temporary and/or Substitute Hourly Faculty Personnel, as Needed for 2015-2016 Academic Year, as attached.

RECEIVE AND FILE ITEMS

23. The Board of Trustees reviewed August 24, 2015 College Coordinating Committee Minutes.
24. The Board of Trustees reviewed the college's 2015-2016 Strategic Plan.

ADMINISTRATIVE MATTERS

25. It was moved by Mr. Drayer and seconded by Dr. Salazar to appoint the following trustees to the Board Ad Hoc Committee for the Board of Trustees and President/Superintendent Evaluation Tool in Accordance with Administrative Procedure 2220.

- Trustee Avalos
- Trustee Lewis
- Trustee Perez

The motion was approved through a roll call vote [6 ayes, 0 noes, 0 abstentions, 1 absent (Arthur)] (student advisory vote: aye).

26. It was moved by Ms. Perez and seconded by Mr. Drayer to approve the 2015-16 Adopted Budget, as attached.

Dr. El Fattal stated that it is a great budget year and provided an overview of student-centered resource allocation, expanded hours for support services, new student-centered initiatives, long-term liability reserves, and key assumptions.

Dr. Salazar requested an update regarding moving ASCC budget allocations for specific staff positions to the district's general fund. Dr. El Fattal stated that meetings have been scheduled to discuss this topic prior to developing the 2016-17 budget.

Mr. Drayer stated that this year's budget is much better but he is concerned about the new student-centered initiatives because the board was not surveyed about how to spend extra monies such as \$1 million for the Public Art Endowment Fund, which could be paid for with donations or fundraising efforts instead of the general fund. He also questioned how and why \$1 million is earmarked for the President's Innovation Fund and whether it is one-time monies. Dr. Salazar stated that it is important for the board to know where the monies are coming from, who created the new initiatives, and how they will be used and tracked. Dr. El Fattal stated that the initiatives are a result of discussion between him and Dr. Fierro and that it is important to start new baselines for improving student achievement and student life when budget times are good. Dr. Fierro stated that the Public Art Endowment Fund was created to support campus and community engagement and global awareness and citizenship by providing a beautiful campus with open spaces to be used as gathering places. Interest earned from the \$1 million will fund continuation of the process and there will be discussions with ASCC and the Foundation for additional funding. Dr. Fierro stated that the President's Innovation Fund will be utilized to support student development, achievement, and engagement; advance academic innovation and creativity; and advance the college's goals. He stated that the college needs to increase student completion rates and that retention rates are too high. Initiatives to map paths to graduation need to be identified. He also stated that if the college determines that classes need to be rescheduled to increase completion, this fund will be utilized for curriculum realignment. Dr. Salazar stated that she supports the new funds but that the board should be consulted when creating new initiatives and also be asked to participate in preliminary discussions to avoid confusion at this stage in the process. She also asked how board members can discuss their thoughts for new initiatives and Dr. Fierro requested that ideas be forwarded to him.

Dr. Salazar requested additional information regarding \$40,000 allocated for diversity recruitment and asked if the college can utilize those funds to hire an independent firm to evaluate the hiring process. Dr. Fierro stated that there will be efforts to expand recruitment for underrepresented groups and that data will be shared with the board soon.

Ms. Perez stated that she supports the budget and thanked staff for doing a great job.

Ms. Avalos stated that she appreciates Dr. Fierro's initiative to implement new projects and thanked Dr. El Fattal for making the budget presentation more user friendly.

The motion was approved through a roll call vote [6 ayes, 0 noes, 0 abstentions, 1 absent (Arthur)] (student advisory vote: aye).

27. It was moved by Mr. Drayer and seconded by Ms. Perez to approve the Cerritos College Integrated Energy Master Plan (IEMP), as attached.

Dr. El Fattal and Bharat Patel, Senior Vice President of Engineering at Harley Ellis Devereaux presented an overview of the IEMP.

The board discussed emissions targets, reducing energy use consumption, tracking progress from baselines, and the college's Sustainability Plan.

The motion was approved through a roll call vote [6 ayes, 0 noes, 0 abstentions, 1 absent (Arthur)] (student advisory vote: aye).

28. It was moved by Ms. Avalos and seconded by Mr. Drayer to table approval of Resolution No. 15-0916A, Adopting Revised Formal Bid Prequalification Package and Uniform System of Rating Pursuant to Public Contract Code Section 20651.5.

The board discussed concerns regarding difficulty for local contractors to meet the proposed evaluation criteria, differences between public education and public works construction projects, what projects require prequalifying prospective bidders, differences between the informal and formal bid processes, possibly raising the threshold for formal prequalification, and protecting the college from lawsuits.

Ms. Avalos requested Mark Logan to provide the board with comprehensive bullet points for the informal and formal bidding processes.

The motion was approved through a roll call vote [6 ayes, 0 noes, 0 abstentions, 1 absent (Arthur)] (student advisory vote: aye).

29. It was moved by Mr. Lewis and seconded by Ms. Perez to Appoint Two Members to the Community Task Force, as attached.

The motion was approved through a roll call vote [6 ayes, 0 noes, 0 abstentions, 1 absent (Arthur)] (student advisory vote: aye).

REPORTS AND COMMENTS FROM DISTRICT OFFICIALS

Dr. Fierro:

- stated that expanded student services hours are up and running, and that he attended a Library/Student Success Center meeting on September 15 where librarians expressed their excitement at offering more hours for students;
- stated that area managers have been asked to track traffic and student requests for additional hours in their areas to determine most needed services;
- was impressed by the strong work ethic demonstrated by facilities staff to keep the campus clean;
- reminded everyone that #cerritos60 celebration activities for the college's 60th anniversary are scheduled for tomorrow and praised Miya Walker, Dr. Gil Contreras, ASCC leadership, and student clubs for their hard work;
- attended the September 10 Community College League of California CEOCCC Board Meeting where there was discussion regarding strategies to address basic skills and the draft 2016-17 state budget;
- has met and will continue to meet with different groups on campus;
- will be scheduling campuswide forums to discuss academic excellence and student-centered initiatives; and
- will work with Dr. Schilling and Dr. Kristi Blackburn to gather data for 2-, 3-, and/or 4-year student cohorts.

Mr. Lewis:

- thanked the state legislature for passing AB 288 (Holden) to expand dual enrollment partnerships between K-12 and community college districts;
- stated that Biola University utilizes [Tapingo](#) so that busy students can submit orders to food vendors on campus with their smart phones and receive a 10% discount, and asked Dr. Fierro to look into offering mobile ordering at the college; and
- is looking forward to the 60th anniversary celebration activities.

Ms. Perez:

- stated that it was great to have five consecutive weeks of board meetings and that she feels energetic, excited, and inspired to be at the college after seeing all of its achievements;
- thanked Dr. El Fattal for hosting campus and community budget forums;
- stated that the math presentation for the September 9 board study session was fantastic and very well put together, and that the discussion is still on her mind;
- is excited to attend the 60th anniversary celebration activities; and
- invited all to attend the September 29 Bellflower USD Board of Education candidates forum.

Ms. Avalos:

- is also looking forward to the 60th anniversary celebration activities;
- thanked the Career Services department and Re-Entry Resource program for offering workshops to support returning students; and
- will be attending a session hosted by California Secretary of State Alex Padilla and California Chief Justice Tani Cantil-Sakauye to discuss the importance of increasing voter turnout and civic engagement.

Dr. Liu:

- stated that a reporter for a Chinese journal interviewed Chef Michael Pierini last week and wrote two articles that were well received by the public.

Mr. Drayer:

- wished happy birthdays to Mexico and Cerritos College;
- is looking forward to the 60th anniversary celebration activities and has invited his students and their parents;
- loved the magazine format for the Fall InSight publication and thanked Ms. Walker for doing a great job;
- was attacked because of his alliance with the Mexican-American community by people who don't believe in diversity or inclusiveness and stereotype his friends and family; and
- requested that the meeting be adjourned in memory of long-time Norwalk resident Laura Cross Robles who died after nine months of complications due to a rare lung disease, and stated that her grandparents owned dairy farms that became Cerritos College.

Dr. Salazar:

- stated that she will see everybody at the 60th anniversary celebration activities; and
- invited all to the first annual Community Fiesta sponsored by the Norwalk Bellflower Community Coalition and herself, which is scheduled for Saturday, September 19 in the college's parking lots along Studebaker where there will be a health, college, and career fair and a car show.

Mr. Villalobos:

- stated that more than 40 ASCC clubs will be participating in 60th anniversary celebration activities and thanked Dr. Gil Contreras and Ms. Walker for their assistance;
- attended the September 15 Campus Safety Awareness event and stated that there was good attendance;
- thanked the college for offering additional hours for student support services, which he especially appreciated during ASCC Senate campaigning, and stated that students are still waiting to hear about extended hours for the ID Center;
- shared that ASCC Senate elections were held last week; and
- thanked students who banded together to earn votes to represent students on a holistic level.

CLOSED SESSION

The board adjourned to closed session at 9:22 p.m. to discuss the following items:

30. Public Employee Discipline/Dismissal/Release (One Employee) (GC# 54957)
31. Conference with Labor Negotiators (GC #54957.6)
 - A. Agency Representatives: Dr. Mary Anne Gularte and Mr. Steven Andelson
 - B. Employee Organizations:
 - Cerritos College Faculty Federation (CCFF)
 - California School Employees Association (CSEA)
 - C. Unrepresented Employees:
 - Management Employees
 - Contract Management Employees
 - Confidential Employees

Child Development Center Teachers and Instructional Associate
Short-term, Temporary, and Substitute Staff

- 32. Evaluation of President/Superintendent
- 33. The board reconvened at 11:15 p.m.
- 34. The meeting was adjourned at 11:15 p.m.

Signed:

Carmen Avalos, Board President

Marisa Perez, Board Secretary

Cerritos Community College
Bond Construction Advisory Committee Meeting
September 3rd, 2015
Summary

The Bond Construction Advisory Committee met on September 3rd, 2015 at 1:00 p.m. at the program office of Tilden Coil Constructors. The attendees present were Marisa Perez, Trustee, Bob Arthur, Trustee (via telephone), David Moore, Director of Physical Plant & Construction Services, Cerritos College. Hector Melara, David Buted and Jimmy Riordan were present from Tilden-Coil Constructors.

The purpose of the meeting was to discuss upcoming construction board agenda items for the September 16th, 2015 Board of Trustees meeting. The following agenda items were discussed:

- **Consideration of Approval of Bid No. 14P020, Landscape: Alondra & Studebaker-Category 01-Earthwork**

The approval of award to Lee & Stires, Inc. of Ontario in the amount of \$308,519.00 was discussed. The bid was reviewed and recommended by the Committee for Board approval.

- **Consideration of Approval of Bid No. 14P020, Landscape: Alondra & Studebaker-Category 02-Landscape**

The approval of award to Preferred Landscape, Inc. of Artesia in the amount of \$499,365.00 was discussed. The bid was reviewed and recommended by the Committee for Board approval.

This portion of the project is being funded by State money available to the District for water conservation efforts.

- **Consideration of Approval of Bid No. 14P020, Landscape: Alondra & Studebaker-Category 03-Concrete**

The approval of award to K.A.R. Construction, Inc. of Ontario in the amount of \$127,000.00 was discussed. The bid was reviewed and recommended by the Committee for Board approval.

- **Consideration of Approval of Bid No. 14P020, Landscape: Alondra & Studebaker-Category 04-Fencing**

The approval of award to Ferreira Construction Co., Inc. dba Ferreira Coastal Construction Co. of Chino in the amount of \$78,168.00 was discussed. The bid was reviewed and recommended by the Committee for Board approval.

- **Consideration of Approval of Project Assignment Agreement No. 10 to the Master Independent Consultant Agreement with The Converse Professional Group, DBA Converse Consultants for the Campus Electrical & Chilled Water Upgrade**

The Project Assignment in the amount of \$137,570.00 for the Campus Electrical & Chilled Water Upgrade Project was discussed and recommended by the Committee for Board approval.

- **General Project Update**

A general project update on the current construction of campus projects was presented by Tilden-Coil Constructors.

- o The renovated Culinary Arts is in use and the remaining punchlist items are being completed around the Department's use of the space.
- o The Fine Arts & CIS/Math project is advancing forward with continued momentum in the structural concrete walls and steel. Installation of the metal deck for the second floor of the Fine Arts buildings has started.
- o For the Campus Electrical & Chilled Water project, the Notices to Proceed have been issued to the contractors. Preparations are being made to start procurement later this month with construction starting in the field in October/November.
- o The Learning Resource Center Phase 3 Renovation continues to advance the Secondary Data Center as well as the Second Floor Renovation.
- o The projects are progressing in a positive manner with no issues at this time.

Next Scheduled Meeting: September 24th, 2015

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **September 16, 2015**

Agenda Item No. 6

FROM:



Dr. Jose Fierro
President/Superintendent

SUBJECT: Consideration of Approval to Provide Compensation to Board Members for Absences from Board Meeting

ACTION

It is recommended that the Board of Trustees approve Mr. Lewis's and Ms. Avalos's absences and that they be compensated for the board meetings of August 19 and September 2, respectively.

FISCAL IMPACT

No fiscal impact.

REPORT SUMMARY

In accordance with [Board Policy 2725](#) and Education Code [72024](#), trustees may be compensated for absences from scheduled Board meetings if the reason for absence is jury duty, school business, hardship acceptable to the Board, or illness.

Mr. Lewis and Ms. Avalos were absent to due to illness from the regular meetings of August 19 and September 2, respectively.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

None.

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **September 16, 2015**

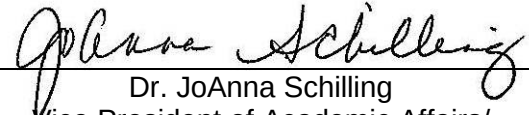
Agenda Item No. 7

FROM:



Dr. Jose Fierro
President/Superintendent

REVIEWED BY:



Dr. JoAnna Schilling
Vice President of Academic Affairs/
Assistant Superintendent

PREPARED BY:

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

SUBJECT: Consideration of Approval of Conference Requests for Travel Outside the United States – Belfast, Ireland and Santo Domingo, Dominican Republic

ACTION

It is recommended that the Board of Trustees ratify/approve the following conference requests:

- Dr. John Haas, full-time faculty member in the Business, Humanities, and Social Sciences division, to travel to Belfast, Ireland from September 5 to September 12, 2015. Dr. John Haas has been asked to attend a peace conference as part of his global awareness consortium.
- Christopher Richardson, Instructor/Coach, to travel to Santo Domingo, Dominican Republic from October 6 to October 13, 2015. Mr. Richardson was selected to attend to the 2015 North American Central American and Caribbean Athletics Association Congress from the Coaches Advisory Committee of USA Track and Field.

FISCAL IMPACT

The fiscal impact to the General Fund will not exceed \$2,300.

- For Dr. Haas, a not-to-exceed amount of \$600 for lodging expenses will be funded from the Travel and Conference budget in the Business, Humanities, and Social Sciences Division, and a not-to-exceed amount of \$1,700 for airfare and related travel expenses will be funded from the Professional Development Training budget.
- For Mr. Richardson, all expenses will be paid for by USA Track and Field, which is the Olympic governing body. There is no cost to the district.

REPORT SUMMARY

Dr. John Haas will interview Monica McWilliams on Diversity, Gender Equality, and the Good Friday Peace. Mr. Richards will represent US college coaches in the NACAC Track and Field Coaches Congress.

NOTICING REQUIREMENTS

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

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **September 16, 2015**

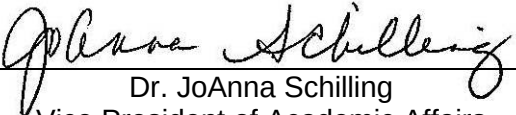
Agenda Item No. 8

FROM:



Dr. Jose Fierro
President/Superintendent

REVIEWED BY:



Dr. JoAnna Schilling
Vice President of Academic Affairs

PREPARED BY:

Rick Miranda
Dean of Academic Affairs and TAACCT
Grant Administrator

SUBJECT: Consideration of Approval of ACT-On Funds for Faculty Training Stipends for the Retail Management Grant Training Program

ACTION

It is recommended that the Board of Trustees approve payment of the ACT-On (Alaska, California, Texas, Oregon, Nevada) Grant Instructor Training stipends in the amount of \$1350.00.

The grant was Board approved on October 1, 2012.

FISCAL IMPACT

Cerritos College has received funding from the Department of Labor in the amount of \$2.3 million over four years from 2012-2016 to improve Educational Career Pathways in Business Retail Management.

The ACT-On grant will be used to fund the following faculty stipends. General funds will not be used.

Mary Ellen Brady	\$150
Bobette Laureano	\$150
Bob Livingston	\$150
Eric Salazar	\$150
Barbara VanDine	\$150

Presenters receive a \$300 stipend for presentation and preparation for the event:

Cindy Moriarty	\$300
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REPORT SUMMARY

Grant objectives and activities include:

- Provide faculty training leading to the revision of the curriculum
- Stacking and latticing the curriculum in the retail management program
- Developing online training modules for retail management classes
- Working with industry and college partners to provide training opportunities for current, new and unemployed workers.

To maximize grant dollars it is important to bring faculty along with the new curriculum validated by industry for workers in the retail food industry. Increasing competencies for instructors using TalonNet and teaching online classes in the curriculum will foster student success and greater student involvement in the curriculum. Faculty attending the all day Thursday workshop will be paid \$150 full day (6 hours). At the end of the training they will have set up their classes on TalonNet, learned how to complete management in Rosters Plus, learned new techniques for engaging students in their courses and developed techniques for engaging students in their classes. The training faculty will be paid \$300 a day.

As a component of the network of academic support funded by the grant, stipends will be provided to faculty who teach classes that are part of the ACT-On grant for the following activities:

- Instructor's Training conducted on July 30, 2015 by the Retail Management Certificate (RMC).
- Training will include Roster's Plus and TalonNet processes.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

None

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **September 16, 2015**

Agenda Item No. 9

FROM:



Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Dr. Stephen Johnson
Vice President of Student Services/
Assistant Superintendent

SUBJECT:	Consideration of Student Equity Project Stipends to Faculty-Faculty Inquiry Group (FIG) on Literature
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ACTION

It is recommended that the Board of Trustees consider approval of payment of stipends to faculty upon completion of the Student Equity project Faculty Inquiry Group (FIG) on Literature, not to exceed \$5,000.00.

FISCAL IMPACT

Categorical funds in the amount of \$5,000.00 have been allocated from Student Equity funds for this purpose.

REPORT SUMMARY

Project Description: The *Student Equity FIG (Faculty Inquiry Group)—Literature* is designed to expand our culturally sensitive teaching and counseling through knowledge of authors and their works that reflect the concerns of under-represented groups on our campus, as provided by the disaggregated student group data in the college's Student Equity Plan. Faculty involved are from the English, reading and counseling disciplines. These participants will produce reflections and action plans. Action plans will include specific recommendations for curriculum development or modification.

Student Equity Plan Indicators addressed: *C2—Basic Skills-English* and *E—Transfer Velocity*

Student Equity Plan Student Groupings addressed: *Race & Ethnicity*

Participating Faculty (payable upon completion of tasks in proposal and in the Project Description above):

Linda Palumbo, co-coordinator	English Department	\$1,000.00
Beverly Whitson, co-coordinator	English Department	\$1,000.00
Sylvia Bello-Gardner	Counseling Department	\$ 750.00
Lynn Cavallaro	English Department	\$ 750.00
Daniel Gardner	English Department	\$ 750.00
Bonnie Helberg	Reading Department	\$ 750.00

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

None.

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **September 16, 2015**

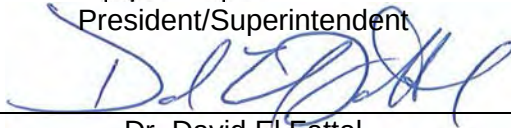
Agenda Item No. 10

FROM:



Dr. Jose Fierro
President/Superintendent

REVIEWED BY:



Dr. David El Fattal
Vice President of Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Ratification of Acceptance of Gifts

ACTION

It is recommended that the Board of Trustees ratify the acceptance of the gifts listed below on behalf of Cerritos College.

FISCAL IMPACT

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

REPORT SUMMARY

The following items were received on April 15, 2015 by the College as a donation:

For Use in the Automotive Mechanical Repair Program

- 32 - Eco Tech Engines

Donated by: General Motors (GM)
Ms. Jennifer Morris
13901 Joy Rd.
Detroit, MI 48228

The estimated value of the above items is \$9,184.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

None.

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **September 16, 2015**

Agenda Item No. 11

FROM:



Dr. Jose Fierro
President/Superintendent

REVIEWED BY:



Dr. David El Fattal
Vice President of Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Approval of Bid No. 14P020, Landscape: Alondra & Studebaker – Category 01, Earthwork
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ACTION

It is recommended that the Board of Trustees approve the award of contract for Bid No. 14P020, Landscape: Alondra & Studebaker – Category 01, Earthwork to Lee & Stires, Inc. of Ontario, California, as the lowest responsive, responsible bidder in the amount of \$308,519, 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 \$308,519. Funding for this project will be allocated from the GO Bond.

REPORT SUMMARY

On June 30, 2015 and July 7, 2015, Cerritos College advertised the release of Bid No. 14P020 for the Landscape: Alondra & Studebaker 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 forty-four prequalified contractors were contacted for this bid category alone. The project includes, but is not limited to, demolition and construction necessary for the replacement of the landscaping at the perimeter of the campus along Studebaker Road and Alondra Boulevard which includes demolition of existing plants and irrigation systems, drainage swales, decorative fencing, finishes, miscellaneous site work and site concrete. This particular bid category scope of work pertains to the Earthwork portion of the project work.

The bid category had a bid due date of August 11, 2015. The project was bid as a multi-prime project, whereby Cerritos College bid four categories for various elements of the Project work. For Category 01 (Earthwork), a Class A, or Class C-12 license was required. The construction cost estimate for the work was approximately \$340,000.

Attendance was mandatory at one of the four pre-bid conference meeting and job walks scheduled on July 10, 2015, July 14, 2015, July 17, 2015, and July 21, 2015. A combined attendance total of twenty-six contractors attended one of the four mandatory pre-bid conference and job walk meetings on July 10, 2015, July 14, 2015, July 17, 2015, and July 21, 2015.

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 contractors submitted bids 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, Lee & Stires, 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. 14P020, Landscape: Alondra & Studebaker – Category 01, Earthwork
Draft Contract Agreement for Bid No. 14P020 – Category 01 – Lee & Stires, Inc.
Designated Subcontractors Summary – Lee & Stires, Inc.

Cerritos Community College District
Bid No. 14P020, Category 01
Project: Landscape - Alondra/Studebaker
Bid Opening Results

Bid Due Date: August 11, 2015; 2:00 pm

	Lee & Stires, Inc. Ontario, CA		Crew, Inc. Rancho Dominguez, CA	
Base Bid Amount	\$	233,519.00	\$	319,540.00
Allowance Amount	\$	75,000.00	\$	75,000.00
TOTAL BASE BID AMOUNT	\$	308,519.00	\$	394,540.00
DELTA FROM LOWEST BID			\$	86,021.00



PROJECT: Landscape: Alondra & Studebaker / BID NO.: 14P020

DATE OF CONTRACT: September 18, 2015 / CONTRACT NO.: 14P020-01

BID CATEGORY: 01, Earthwork

DOLLAR VALUE: \$ 308,519.00

LIQUIDATED DAMAGES: \$2,500.00 per day

CONTRACTOR: Lee & Stires, Inc.

TERM: 137 Calendar Days

TIME FOR COMPLETION: _____

Lee & Stires, Inc.

Address: 634 S. Palmetto Ave., Ontario, CA 91762

Phone: 909-983-9557

Fax: 909-983-1351

AGREEMENT

This Agreement is made and entered into this **18th day of September, 2015**, by and between the **Cerritos Community College District** ("District") and **Lee & Stires, 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: **14P020, Landscape: Alondra & Studebaker,**
Category 01, Earthwork
("Project")

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

- 2. The Contract Documents:** The complete Agreement consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
- 3. Interpretation of Contract Documents:** Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 33 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.
- 4. Time for Completion:** It is hereby understood and agreed that the Work under this Project shall be completed within **ONE HUNDRED THIRTY-SEVEN (137) consecutive calendar days** ("Contract Time") from the date specified in the District's Notice to Proceed.
- 5. Coordination of Work:** Should the Contractor fail to complete this Project, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its Work with the work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's

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

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

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

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

7. **Loss Or Damage:** The District and its authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold the District and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever.
8. **Insurance and Bonds:** Contractor shall provide all required certificates of insurance, and payment and performance bonds as evidence thereof.
9. **Execution of Work:** If the Contractor should neglect to execute the Work properly or fail to perform any provisions of this Agreement, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
10. **District Representatives:** Contractor hereby acknowledges that the Architect(s), District's Agent, the Project Inspector(s), and the Division of the State Architect have authority to approve and/or stop work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. The Contractor shall be liable for any delay caused by its non-compliant Work.
11. **Assignment of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.

- 12. Classification of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type C-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:

Three Hundred Eight Thousand Five Hundred Nineteen and 00/100 Dollars
(\$ 308,519.00),

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

LEE & STIRES, INC.

By: _____

Title: Vice President

Print Name: Charles S. Brown

DISTRICT

CERRITOS COMMUNITY COLLEGE DISTRICT

By: _____

Title: Vice President of Business Services

Print Name: Dr. David El Fattal

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

END OF DOCUMENT

Cerritos Community College District
Bid No. 14P020 - Category 01 (Earthwork)
Project: Landscape: Alondra & Studebaker
Designated Subcontractors Summary

Lee & Stires, Inc. Ontario, CA						
Subcontractor Name	Street Address	City	State	ZIP	Portion of Work	Bid Amount
ADLC	PO Box 8476	Alta Loma	CA	91701	Site Clearing	\$ 58,100.00

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **September 16, 2015**

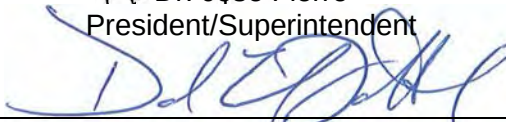
Agenda Item No. 12

FROM:



Dr. Jose Fierro
President/Superintendent

REVIEWED BY:



Dr. David El Fattal
Vice President of Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Approval of Bid No. 14P020, Landscape: Alondra & Studebaker – Category 02, Landscape
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ACTION

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

1. Approve the award of contract for Bid No. 14P020, Landscape: Alondra & Studebaker – Category 02, Landscape to Preferred Landscape, Inc. of Artesia, California, as the lowest responsive, responsible bidder in the amount of \$499,365, which equals the Total Base Bid Amount plus deductive Alternates 1 - 2; and
2. Reject the bid submitted by DMA Greencare Contracting, Inc. as non-responsive to the bid and contract documents for failure to complete/provide all required bid documents.

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 deductive Alternates 1 - 2 is \$499,365. Funding for this water conservation project will be allocated from State Block Grant funds from the Chancellor's office.

REPORT SUMMARY

On June 30, 2015 and July 7, 2015, Cerritos College advertised the release of Bid No. 14P020 for the Landscape: Alondra & Studebaker 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 forty prequalified contractors were contacted for this bid category alone. The project includes, but is not limited to, demolition and construction necessary for the replacement of the landscaping at the perimeter of the campus along Studebaker Road and Alondra Boulevard which includes demolition of the existing plants and irrigation systems, drainage swales, decorative fencing, finishes, miscellaneous site work and site concrete. This particular bid category scope of work pertains to the Landscape portion of the project work.

The bid category had a bid due date of August 11, 2015. The project was bid as a multi-prime project, whereby Cerritos College bid four categories for various elements of the Project work. For Category 02 (Landscape), a Class B or C-27 license was required. The construction cost estimate for the work was approximately \$925,000.

Attendance was mandatory at one of the four pre-bid conference meeting and job walks scheduled on July 10, 2015, July 14, 2015, July 17, 2015, and July 21, 2015. A combined attendance total of twenty-six contractors attended one of the four mandatory pre-bid conference and job walk meetings on July 10, 2015, July 14, 2015, July 17, 2015, and July 21, 2015.

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 contractors submitted bids for this category of the multi-prime bid. The bid submitted by DMA Greencare Contracting, Inc. was determined to be non-responsive for failure to complete/provide all required bid documents.

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, Preferred 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. 14P020, Landscape: Alondra & Studebaker – Category 02, Landscape
Draft Contract Agreement for Bid No. 14P020 – Category 02 – Preferred Landscape, Inc.
Designated Subcontractors Summary – Preferred Landscape, Inc.

Cerritos Community College District
 Bid No. 14P020, Category 02
 Project: Landscape - Alondra/Studebaker
 Bid Opening Results

Bid Due Date: August 11, 2015, 2:00 pm

	Preferred Landscape, Inc. Atesia, CA	DMA Greengate Contracting, Inc. Anaheim, CA*	Marina Landscape, Inc. Anaheim, CA	Environmental Construction, Inc. Woodland Hills, CA	Southern California Landscape, Inc. Fontana, CA
Base Bid Amount	\$ 660,204.00	\$ 679,786.00	\$ 684,600.00	\$ 787,616.00	\$ 869,000.00
Allowance Amount	\$ 100,000.00	\$ 120,000.00	\$ 120,000.00	\$ 100,000.00	\$ 125,000.00
TOTAL BASE BID AMOUNT	\$ 760,204.00	\$ 799,786.00	\$ 804,600.00	\$ 887,616.00	\$ 994,000.00
DELTA FROM LOWEST BID		\$ 39,582.00	\$ 44,396.00	\$ 127,412.00	\$ 233,796.00
Bid Alternates					
Deductive Alternate A1 - Reduction in Size & Qty. of Shrubs	\$ (74,764.00)	\$ (27,328.00)	\$ (69,380.00)	\$ (73,186.00)	\$ (88,498.00)
Deductive Alternate A2 - Reduction in Sizes of Trees	\$ (186,075.00)	\$ (84,842.00)	\$ (140,340.00)	\$ (120,600.00)	\$ (133,100.00)
TOTAL BASE BID AMOUNT PLUS ALTERNATES	\$ 489,365.00	\$ 687,616.00	\$ 594,880.00	\$ 693,830.00	\$ 772,402.00
DELTA FROM LOWEST BID (TOTAL BASE BID PLUS ALTERNATES)		\$ 188,251.00	\$ 95,515.00	\$ 194,465.00	\$ 273,097.00

*Bid was determined to be non-responsive



PROJECT: Landscape: Alondra & Studebaker / BID NO.: 14P020

DATE OF CONTRACT: September 18, 2015 / CONTRACT NO.: 14P020-02

BID CATEGORY: 02, Landscape

DOLLAR VALUE: \$ 499,365.00

LIQUIDATED DAMAGES: \$2,500.00 per day

CONTRACTOR: Preferred Landscape, Inc.

TERM: 137 Calendar Days

TIME FOR COMPLETION: _____

Preferred Landscape, Inc.

Address: 17032 Roseton Ave., Artesia, CA 90701

Phone: 562-860-5020

Fax: 562-809-4916

AGREEMENT

This Agreement is made and entered into this **18th day of September, 2015**, by and between the **Cerritos Community College District** ("District") and **Preferred 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: **14P020, Landscape: Alondra & Studebaker,**
Category 02, Landscape
("Project")

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

- 2. The Contract Documents:** The complete Agreement consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
- 3. Interpretation of Contract Documents:** Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 33 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.
- 4. Time for Completion:** It is hereby understood and agreed that the Work under this Project shall be completed within **ONE HUNDRED THIRTY-SEVEN (137) consecutive calendar days** ("Contract Time") from the date specified in the District's Notice to Proceed.
- 5. Coordination of Work:** Should the Contractor fail to complete this Project, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its Work with the work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's

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

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

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

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

7. **Loss Or Damage:** The District and its authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold the District and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever.
8. **Insurance and Bonds:** Contractor shall provide all required certificates of insurance, and payment and performance bonds as evidence thereof.
9. **Execution of Work:** If the Contractor should neglect to execute the Work properly or fail to perform any provisions of this Agreement, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
10. **District Representatives:** Contractor hereby acknowledges that the Architect(s), District's Agent, the Project Inspector(s), and the Division of the State Architect have authority to approve and/or stop work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. The Contractor shall be liable for any delay caused by its non-compliant Work.
11. **Assignment of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.

- 12. Classification of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type C-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:

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

(\$ 499,365.00),

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

PREFERRED LANDSCAPE, INC.

By: _____

Title: President

Print Name: Mark Rose

DISTRICT

CERRITOS COMMUNITY COLLEGE DISTRICT

By: _____

Title: Vice President of Business Services

Print Name: Dr. David El Fattal

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

END OF DOCUMENT

Cerritos Community College District
Bid No. 14P020 - Category 02 (Landscape)
Project: Landscape: Alondra & Studebaker
Designated Subcontractors Summary

Preferred Landscape, Inc.
Artesia, CA

Subcontractor Name	Street Address	City	State	ZIP	Portion of Work	Bid Amount
The prime contractor will not be using any subcontractors for this project.						

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **September 16, 2015**

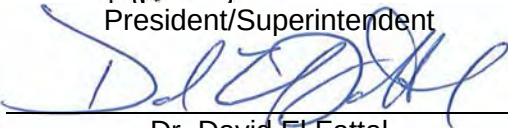
Agenda Item No. 13

FROM:



Dr. Jose Fierro
President/Superintendent

REVIEWED BY:



Dr. David El Fattal
Vice President of Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Approval of Bid No. 14P020, Landscape: Alondra & Studebaker – Category 03, Concrete

ACTION

It is recommended that the Board of Trustees approve the award of contract for Bid No. 14P020, Landscape: Alondra & Studebaker – Category 03, Concrete to K.A.R. Construction, Inc. of Ontario, California, as the lowest responsive, responsible bidder in the amount of \$127,000, 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 \$127,000. Funding for this project will be allocated from the GO Bond.

REPORT SUMMARY

On June 30, 2015 and July 7, 2015, Cerritos College advertised the release of Bid No. 14P020 for the Landscape: Alondra & Studebaker 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 forty-five prequalified contractors were contacted for this bid category alone. The project includes, but is not limited to, demolition and construction necessary for the replacement of the landscaping at the perimeter of the campus along Studebaker Road and Alondra Boulevard which includes demolition of existing plants and irrigation systems, drainage swales, decorative fencing, finishes, miscellaneous site work and site concrete. This particular bid category scope of work pertains to the Concrete portion of the project work.

The bid category had a bid due date of August 11, 2015. The project was bid as a multi-prime project, whereby Cerritos College bid four categories for various elements of the Project work. For Category 03 (Concrete), a Class B, or Class C-8 license was required. The construction cost estimate for the work was approximately \$155,000.

Attendance was mandatory at one of the four pre-bid conference meeting and job walks scheduled on July 10, 2015, July 14, 2015, July 17, 2015, and July 21, 2015. A combined attendance total of twenty-six contractors attended one of the four mandatory pre-bid conference and job walk meetings on July 10, 2015, July 14, 2015, July 17, 2015, and July 21, 2015.

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 contractors submitted bids 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.A.R. Construction, 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. 14P020, Landscape: Alondra & Studebaker – Category 03, Concrete
Draft Contract Agreement for Bid No. 14P020 – Category 03 – K.A.R. Construction, Inc.
Designated Subcontractors Summary – K.A.R. Construction, Inc.

Cerritos Community College District
Bid No. 14P020, Category 03
Project: Landscape - Alondra/Studebaker
Bid Opening Results

Bid Due Date: August 11, 2015; 2:00 pm

	K.A.R. Construction, Inc. Ontario, CA	Brian DeVries Construction, Inc. Laquana Niquel, CA
Base Bid Amount	\$ 77,000.00	\$ 157,626.00
Allowance Amount	\$ 50,000.00	\$ 50,000.00
TOTAL BASE BID AMOUNT	\$ 127,000.00	\$ 207,626.00
DELTA FROM LOWEST BID		\$ 80,626.00



PROJECT: Landscape: Alondra & Studebaker / BID NO.: 14P020

DATE OF CONTRACT: September 18, 2015 / CONTRACT NO.: 14P020-03

BID CATEGORY: 03, Concrete

DOLLAR VALUE: \$ 127,000.00

LIQUIDATED DAMAGES: \$2,500.00 per day

CONTRACTOR: K.A.R. Construction, Inc.

TERM: 137 Calendar Days

TIME FOR COMPLETION: _____

K.A.R. Construction, Inc.

Address: 1306 W. Brooks Street, Ontario, CA 91762

Phone: 909-988-5054

Fax: 909-983-4106

AGREEMENT

This Agreement is made and entered into this **18th day of September, 2015**, by and between the **Cerritos Community College District** ("District") and **K.A.R. Construction, Inc.** ("Contractor") ("Agreement").

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

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

PROJECT: **14P020, Landscape: Alondra & Studebaker,**
Category 03, Concrete
("Project")

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

- 2. The Contract Documents:** The complete Agreement consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
- 3. Interpretation of Contract Documents:** Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 33 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.
- 4. Time for Completion:** It is hereby understood and agreed that the Work under this Project shall be completed within **ONE HUNDRED THIRTY-SEVEN (137) consecutive calendar days** ("Contract Time") from the date specified in the District's Notice to Proceed.
- 5. Coordination of Work:** Should the Contractor fail to complete this Project, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its Work with the work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's

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

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

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

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

7. **Loss Or Damage:** The District and its authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold the District and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever.
8. **Insurance and Bonds:** Contractor shall provide all required certificates of insurance, and payment and performance bonds as evidence thereof.
9. **Execution of Work:** If the Contractor should neglect to execute the Work properly or fail to perform any provisions of this Agreement, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
10. **District Representatives:** Contractor hereby acknowledges that the Architect(s), District's Agent, the Project Inspector(s), and the Division of the State Architect have authority to approve and/or stop work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. The Contractor shall be liable for any delay caused by its non-compliant Work.
11. **Assignment of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.

- 12. Classification of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type C-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:

One Hundred Twenty-Seven Thousand and 00/100 Dollars

(\$ 127,000.00),

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

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

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

CONTRACTOR

K.A.R. CONSTRUCTION, INC.

By: _____

Title: President

Print Name: Kurt Rothweiler

DISTRICT

CERRITOS COMMUNITY COLLEGE DISTRICT

By: _____

Title: Vice President of Business Services

Print Name: Dr. David El Fattal

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

END OF DOCUMENT

Cerritos Community College District
Bid No. 14P020 - Category 03 (Concrete)
Project: Landscape: Alondra & Studebaker
Designated Subcontractors Summary

K.A.R. Construction, Inc.					
Ontario, CA					
Subcontractor Name	Street Address	City	State	ZIP	Portion of Work
Charles C. Regan, Inc. dba Regan Paving	230 Helicopter Circle	Corona	CA	91720	A/C Paving & Striping
					Bid Amount
					\$ 13,500.00

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **September 16, 2015**

Agenda Item No. 14

FROM:



Dr. Jose Fierro
President/Superintendent

REVIEWED BY:



Dr. David El Fattal
Vice President of Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Approval of Bid No. 14P020, Landscape: Alondra & Studebaker – Category 04, Fencing
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ACTION

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

1. Reject the bid submitted by AZ Construction, Inc. dba Ace Fence Co. as non-responsive to the bid and contract documents for failure to complete the bid documents as required; and
2. Approve the award of contract for Bid No. 14P020, Landscape: Alondra & Studebaker – Category 04, Fencing to Ferreira Construction Co., Inc. dba Ferreira Coastal Construction Co. of Chino, California, as the lowest responsive, responsible bidder in the amount of \$78,168, 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 \$78,168. Funding for this project will be allocated from the GO Bond.

REPORT SUMMARY

On June 30, 2015 and July 7, 2015, Cerritos College advertised the release of Bid No. 14P020 for the Landscape: Alondra & Studebaker 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 fifty prequalified contractors were contacted for this bid category alone. The project includes, but is not limited to, demolition and construction necessary for the replacement of the landscaping at the perimeter of the campus along Studebaker Road and Alondra Boulevard which includes demolition of existing plants and irrigation systems, drainage swales, decorative fencing, finishes, miscellaneous site work and site concrete. This particular bid category scope of work pertains to the Fencing portion of the project work.

The bid category had a bid due date of August 11, 2015. The project was bid as a multi-prime project, whereby Cerritos College bid four categories for various elements of the Project work. For Category 04 (Fencing), a Class A or C-13 license was required. The construction cost estimate for the work was approximately \$120,000.

Attendance was mandatory at one of the four pre-bid conference meeting and job walks scheduled on July 10, 2015, July 14, 2015, July 17, 2015, and July 21, 2015. A combined attendance total of twenty-six contractors attended one of the four mandatory pre-bid conference and job walk meetings on July 10, 2015, July 14, 2015, July 17, 2015, and July 21, 2015.

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 contractors submitted bids for this category of the multi-prime bid. The bid submitted by AZ Construction, Inc. dba Ace Fence Co. (Ace Fence) was determined to be non-responsive for failure to complete the bid and contract documents as required, and, subsequently, Ace Fence acknowledged their failure to include the allowance amount in their total base bid as required.

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, Ferreira Construction Co., Inc. dba Ferreira Coastal Construction 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. 14P020, Landscape: Alondra & Studebaker – Category 04, Fencing
Draft Contract Agreement for Bid No. 14P020 – Category 04 – Ferreira Construction Co., Inc. dba Ferreira Coastal Construction Co.
Designated Subcontractors Summary – Ferreira Construction Co., Inc. dba Ferreira Coastal Construction Co.

Cerritos Community College District
 Bid No. 14P020, Category 04
 Project: Landscape - Alondra/Studebaker
 Bid Opening Results

Bid Due Date: August 11, 2015, 2:00 pm

	<i>AZ Construction, Inc. dba Ace Fence Co.* La Puente, CA</i>	<i>Ferreira Construction Co., Inc. dba Ferreira Coastal Construction Co. Chino, CA</i>	<i>Team West Contracting Corp. Corona, CA</i>	<i>Econo Fence, Inc. Riverside, CA</i>
Base Bid Amount	\$ 58,670.00	\$ 53,168.00	\$ 103,827.00	\$ 294,750.00
Allowance Amount	Failed to list Allowance Amount	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
TOTAL BASE BID AMOUNT	Failed to list Total Base Bid Amount	\$ 78,168.00	\$ 128,827.00	\$ 319,750.00
DELTA FROM LOWEST BID			\$ 50,659.00	\$ 241,582.00

* Bid was determined to be non-responsive.



PROJECT: Landscape: Alondra & Studebaker / BID NO.: 14P020

DATE OF CONTRACT: September 18, 2015 / CONTRACT NO.: 14P020-04

BID CATEGORY: 04, Fencing

DOLLAR VALUE: \$ 78,168.00

LIQUIDATED DAMAGES: \$2,500.00 per day

CONTRACTOR: Ferreira Construction Co., Inc. dba Ferreira Coastal Construction Co.

TERM: 137 Calendar Days

TIME FOR COMPLETION: _____

Ferreira Construction Co., Inc. dba Ferreira Coastal Construction Co.

Address: 15188 Vista Del Rio Ave., Chino, CA 91710

Phone: 909-606-5900

Fax: 909-606-7711

AGREEMENT

This Agreement is made and entered into this **18th day of September, 2015**, by and between the **Cerritos Community College District** ("District") and **Ferreira Construction Co., Inc. dba Ferreira Coastal Construction 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: **14P020, Landscape: Alondra & Studebaker,**
Category 04, Fencing
("Project")

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

- 2. The Contract Documents:** The complete Agreement consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
- 3. Interpretation of Contract Documents:** Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 33 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.
- 4. Time for Completion:** It is hereby understood and agreed that the Work under this Project shall be completed within **ONE HUNDRED THIRTY-SEVEN (137) consecutive calendar days** ("Contract Time") from the date specified in the District's Notice to Proceed.
- 5. Coordination of Work:** Should the Contractor fail to complete this Project, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its Work with the work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's

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

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

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

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

7. **Loss Or Damage:** The District and its authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold the District and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever.
8. **Insurance and Bonds:** Contractor shall provide all required certificates of insurance, and payment and performance bonds as evidence thereof.
9. **Execution of Work:** If the Contractor should neglect to execute the Work properly or fail to perform any provisions of this Agreement, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
10. **District Representatives:** Contractor hereby acknowledges that the Architect(s), District's Agent, the Project Inspector(s), and the Division of the State Architect have authority to approve and/or stop work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. The Contractor shall be liable for any delay caused by its non-compliant Work.
11. **Assignment of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.

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

Seventy-Eight Thousand One Hundred Sixty-Eight and 00/100 Dollars

(\$ 78,168.00),

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

FERREIRA CONSTRUCTION CO., INC
DBA FERREIRA COASTAL CONSTRUCTION CO.

By: _____

Title: Vice President

Print Name: Brandon Pensick

DISTRICT

CERRITOS COMMUNITY COLLEGE DISTRICT

By: _____

Title: Vice President of Business Services

Print Name: Dr. David El Fattal

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

END OF DOCUMENT

Cerritos Community College District
Bid No. 14P020 - Category 04 (Fencing)
Project: Landscape: Alondra & Studebaker
Designated Subcontractors Summary

Ferreira Construction Co., Inc. dba Ferreira Coastal Construction Co.
Chino, CA

Subcontractor Name	Street Address	City	State	ZIP	Portion of Work	Bid Amount
The prime contractor will not be using any subcontractors for this project.						

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **September 16, 2015**

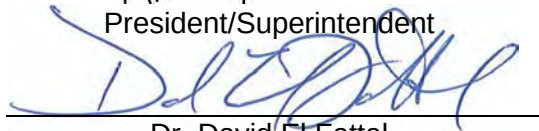
Agenda Item No. 15

FROM:



Dr. Jose Fierro
President/Superintendent

REVIEWED BY:



Dr. David El Fattal
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. 10 to the Master Independent Consultant Agreement with The Converse Professional Group, DBA Converse Consultants for Geotechnical and Material Testing, and Inspection Services for the Campus Electrical and Chilled Water Upgrade Project
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ACTION

It is recommended that the Board of Trustees approve Project Assignment Agreement No. 10 to the Master Independent Consultant Agreement with The Converse Professional Group, DBA Converse Consultants for Geotechnical and Material Testing, and Inspection Services for the Campus Electrical and Chilled Water Upgrade Project.

FISCAL IMPACT

The total contract sum shall be for a total not-to-exceed amount of \$137,570; this amount will be funded from the GO Bond. Converse Consultants is headquartered in Monrovia, CA.

REPORT SUMMARY

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

PROJECT ASSIGNMENT AGREEMENT NO. 10 TO THE MASTER INDEPENDENT CONSULTANT AGREEMENT FOR GEOTECHNICAL AND MATERIAL TESTING, AND INSPECTION SERVICES ON THE CAMPUS ELECTRICAL AND CHILLED WATER UPGRADE PROJECT THE CONVERSE PROFESSIONAL GROUP DBA CONVERSE CONSULTANTS

Requested by: Mr. David C. Moore, Director of Physical Plant and Construction Services

Purpose: On November 12, 2014 Cerritos College entered into a Master Independent Consultant Agreement ("Master Agreement") with The Converse Professional Group, DBA Converse Consultants for the purpose of creating a qualified pool of geotechnical engineering, materials testing, and special inspection services firms for campus projects pursuant to Request for Qualifications (RFQ) No. 14P002, Geotechnical Engineering, Materials Testing, and Special Inspection Services Pool. The intent of the Master Agreement was that individual Project Assignment Agreements would be drafted for each project on an as-needed basis.

Project Assignment Agreements specify the scope of work, project cost estimates, fee to inspection firm, conditions specific to the project, and are governed by the terms and conditions of the Master Agreement.

Project Assignment Agreement No. 10 arises out of Cerritos College's desire to obtain the necessary geotechnical and material testing and inspection services for the Campus Electrical and Chilled Water Upgrade project funded by GO Bond allocations. The Converse Professional Group, DBA Converse Consultants' services includes, but is not limited to, geotechnical study and material testing and inspections of soils, concrete, and reinforcing steel, and generation of reports summarizing all observations and test results.

Period: The time period will be from September 25, 2015 through March 31, 2017.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

Draft of Project Assignment Agreement No. 10 to Contract No. 14P010 – The Converse Professional Group, DBA Converse Consultants

Draft of Project Assignment Agreement No. 9 to Contract No. 14P010 – The Converse Professional Group, DBA Converse Consultants

Draft of Project Assignment Agreement No. 8 to Contract No. 14P010 – The Converse Professional Group, DBA Converse Consultants

Project Assignment Agreement No. 7 to Contract No. 14P010 – The Converse Professional Group, DBA Converse Consultants

Project Assignment Agreement No. 6 to Contract No. 14P010 – The Converse Professional Group, DBA Converse Consultants

Project Assignment Agreement No. 5 to Contract No. 14P010 – The Converse Professional Group, DBA Converse Consultants

Project Assignment Agreement No. 4 to Contract No. 14P010 – The Converse Professional Group, DBA Converse Consultants

Project Assignment Agreement No. 3 to Contract No. 14P010 – The Converse Professional Group, DBA Converse Consultants

Project Assignment Agreement No. 2 to Contract No. 14P010 – The Converse Professional Group, DBA Converse Consultants

Project Assignment Agreement No. 1 to Contract No. 14P010 – The Converse Professional Group, DBA Converse Consultants

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



**PROJECT ASSIGNMENT AGREEMENT NO. 10
TO
MASTER INDEPENDENT CONSULTANT AGREEMENT
CONTRACT NO. 14P010
BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT
AND
THE CONVERSE PROFESSIONAL GROUP, DBA CONVERSE CONSULTANTS
DATED NOVEMBER 12, 2014**

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **17th** day of **September, 2015**, by and between the **Cerritos Community College District** ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **The Converse Professional Group, DBA Converse Consultants** ("Consultant"), incorporated under the laws of the State of California with its principal place of business at 222 East Huntington Drive, Suite 211, Monrovia, CA 91016. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **November 12, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P010** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Geotechnical and Material Testing & Inspection Services – Campus Electrical and Chilled Water Upgrade** as set forth in the Master Agreement and as further described herein.

WHEREAS, this PAA is being executed between the Parties pursuant to Section 26 of the Master Agreement, specifying that this PAA shall be incorporated into and made a part of the Master Agreement.

WHEREAS, the Recitals of the Master Agreement require that each portion of the Project be identified and made a part of the Master Agreement through a PAA executed by both Parties, which identifies the name of the improvement, location, scope of work, Consultant's project number, basis of compensation, and any additional services that will be performed by the Consultant in accordance with the Master Agreement.

NOW, THEREFORE, the Parties agree that the Project shall be completed pursuant to the terms and conditions of the Master Agreement and as further set forth in this PAA as follows:

1. Project Description. Consultant shall provide professional services for the following Project(s):

A. Campus Electrical and Chilled Water Upgrade

2. Basic Services. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables.** Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term.** Consultant shall commence providing Services under this PAA on **September 25, 2015**, and will diligently perform as required and complete performance by **March 31, 2017**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

5. **Submittal of Documents.** The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

<u> X </u>	Signed PAA
<u> X </u>	Exhibit "A" – Description of Consultant Services
<u> </u>	Exhibit "B" – Consultant's Hourly Billing Rates (<i>if applicable</i>)
<u> X </u>	Signed Master Agreement (<i>if not previously provided</i>)
<u> X </u>	Workers' Compensation Certification (<i>if not previously provided</i>)
<u> X </u>	Insurance Certificates and Endorsements (<i>if not previously provided</i>)
<u> X </u>	W-9 Form (<i>if not previously provided</i>)
<u> </u>	Other: <u>[Roofing Project Certification (<i>if applicable</i>)]</u>

6. **Consultant's Compensation.** District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total Not-to-Exceed amount of **One Hundred Thirty-Seven Thousand Five Hundred Seventy and 00/100 Dollars (\$137,570.00)**. District shall pay Consultant according to the following terms and conditions:

A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

1) **Geotechnical and Material Testing & Inspection Services – Campus Electrical and Chilled Water Upgrade**

7. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

A. **None**

8. **Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

A. **None**

9. **Assignment.** The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: _____, 20____

Dated: _____, 20____

Cerritos Community College District

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

By: _____

By: _____

Print Name: Dr. David El Fattal

Print Name: Siva Sivathanan

Print Title: VP Business Services

Print Title: Vice President/Principal Engineer

DRAFT

Information regarding Consultant:

License No.: _____

Address: 222 E. Huntington Drive, Suite 211

Monrovia, CA 91016

Telephone: 626-930-1200

Facsimile: 626-930-1200

E-Mail: ksivathan@converseconsultants.com

Type of Business Entity:

☐ Individual

☐ Sole Proprietorship

☐ Partnership

☐ Limited Partnership

☒ Corporation, State: California

☐ Limited Liability Company

☐ Other: _____

95-4020122 _____ :

Employer Identification and/or
Social Security Number

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



EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

Consultant's entire Proposal is not made part of this PAA

1. Reference Consultant's proposal dated July 28, 2015 (6 pages, with noted District changes) attached hereto and made a part of this PAA by this reference.



Converse Consultants

Geotechnical Engineering, Environmental & Groundwater Science, Inspection & Testing Services

July 28, 2015 (Revised)

Mr. Peter Stavros
Project Engineer
Tilden-Coil Constructors, Inc.
c/o Cerritos Community College
11110 Alondra Boulevard
Norwalk, California 90650-6298

Subject: **PROPOSAL TO PROVIDE GEOTECHNICAL AND
MATERIAL TESTING AND INSPECTION SERVICES**
Infrastructure Improvements Phase 4
Cerritos Community College
Norwalk, California
Converse Project No. 15-31-191-00(30/40)

Dear Mr. Stavros:

Converse Consultants (Converse) appreciates the opportunity to submit the enclosed proposal to perform geotechnical and material testing and inspection services for the subject project.

The proposed project consists of utility infrastructure upgrades including approximately 3,000 linear feet of trenching ranging from 6 to 10 feet in depth below existing ground surface as well as the installation of several utility manholes. This proposal is based off the review of the updated information, schedule and plans provided via email in July 2015.

This proposal is submitted with the understanding by both parties that our field services are subject to prevailing wage guidelines per Senate Bill 1999 (Chapter 881) effective January 1, 2001.

SCOPE OF SERVICES

Based on the information presented to Converse, we have prepared the following scope of services.

Soils

1. Review soil reports, project plans, and specifications.
2. Review submitted on-site and imported materials to determine their suitability as fill materials.
3. Inspect bottom of excavations.

222 E. Huntington Drive, Suite 211, Monrovia, California 91016
Telephone: (626) 930-1200 ♦ Facsimile: (626) 930-1212 ♦ www.converseconsultants.com

4. Perform in-place density tests according to ASTM D1556 (sand cone method). Soils density tests may also be performed by Nuclear method according to ASTM D6938 and adjusted to ASTM D1556 provided that calibration curves are periodically checked.
5. Provide fill placement inspection and testing during construction on an intermittent and continuous basis as required to establish proper execution and conformance with the specifications. This includes testing (e.g. field density tests) on-site soil for subgrades to receive fill material, fill placement, roadways, parking areas, walkways, subgrade, and backfill for utility trenches.
6. Review and provide laboratory testing on soil, backfill materials, aggregate base, under slab granular cushion, etc. Develop compaction curves for materials encountered. Monitor excavation and stockpiling of suitable fill material from mass excavation, existing aggregate base and the crushing of existing soils for use as fills.
7. Prepare reports summarizing all observations and test results.

Concrete

1. Review concrete mix designs, product mill certificates for compliance.
2. Perform batch plant inspection, if needed.
3. Review each batch ticket, inspect concrete placement, and test concrete slump.
4. Provide a minimum of one test for each type of cement and aggregate for conformance to the working drawings and specifications for mix designs.
5. Verify concrete meets the specified strength and in required areas of locations.
6. Fabricate and pick-up concrete cylinders.
7. Monitor concrete test results and advise for non-conforming tests.
8. Take concrete samples and test concrete for compressive strength. Test one cylinder at seven days and two at twenty-eight days; retain one cylinder for possible test at fifty-six days.
9. Perform anchor pull test.
10. Prepare reports summarizing all observations and test results.

Reinforcing Steel

1. Review material identification/mill certification sheets to ensure that steel meets project manual specifications.
2. Sample and test reinforcing steel (e.g. bend and tensile tests).
3. Inspect welds to meet conformance with project specifications.
4. Verify welding procedures, welding operators and welders in accordance with AWS D1.1.
5. Inspect welded reinforcing bars according to CBC Section 1929A.
6. Conduct high strength bolting inspection, test bolts, nuts and washers per ICBO, CBC & AISC.
7. Prepare reports summarizing all observations and test results.



Converse's professional engineering staff and management will supervise Converse personnel and coordinate field and laboratory services with support from our clerical personnel to assist in maintaining a high level of quality assurance.

This proposal does *not* include an evaluation and/or testing for soil and/or groundwater contamination at this site.

FEE ESTIMATE

Converse proposes to complete the scope of work outlined above on a time-and-materials basis in accordance with our current agreement. The cost estimate for Converse to perform the requested testing is **\$137,570.00**. We have included the detailed breakdown of these services in the cost estimate form at the end of this proposal. These fees will be billed in accordance with the rates listed in our fee schedules as specified herein.

Our fees are based on the following: *Master Independent Consultant Agreement, Contract No. 14P010.*

- ~~Our estimates are based on the construction schedule dated May 15, 2015 provided by the contractor.~~
- ~~• The hourly rates are based on an eight-hour day. Overtime will be charged in accordance with industry standards at 1.5 times the regular hourly rates (no overtime is anticipated or included in our estimate).~~
 - ~~• For technicians, we will assess a minimum four-hour charge during each site visit less than four hours. For time in excess of four hours and less than eight hours, we will charge for eight hours.~~
 - ~~• Our field representative will not direct, supervise or lay out the work of the contractor. Our services will not include a review or evaluation of the contractor's safety measures on or near the project.~~
 - ~~• Any meetings and/or consultations requested by the client will also be charged in accordance with the rates listed in our existing contract as specified herein.~~
 - ~~• Testing services outlined in this proposal will be performed at the request of your authorized representative. Daily field reports indicating work performed and test locations will be provided as the testing is completed.~~
 - ~~• We require 24 hours advance notice for scheduling of our services. We will, however, make every attempt to accommodate requests for services with less notice.~~

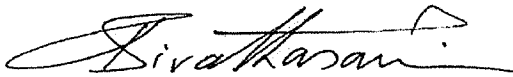
CLOSURE

Our services will be performed in accordance with generally accepted engineering practice in this area. We make no other warranty, either expressed or implied.

We understand that this phase of the project is subjected to prevailing wage guidelines as defined by California Labor Code.

We look forward to working with you and the project team on this project. Please feel free to contact the undersigned (626) 930-1275 if you have any questions or need additional information. The opportunity to be of service is highly appreciated.

CONVERSE CONSULTANTS



Siva K. Sivathasan, PhD, PE, GE, DGE, QSD, F. ASCE
Vice President/Principal Engineer

Encl: Cost Estimate, Fee Schedules, General Conditions
Dist: 1/Addressee (via email)

MM/SKS/jjl

**COST ESTIMATE, FEE SCHEDULE
~~AND~~
~~GENERAL CONDITIONS~~**

**CONVERSE CONSULTANTS**

222 East Huntington Drive, Suite 211
 Monrovia, California 91016
 Telephone 626-930-1200
 Fax 626-930-1212

Prevailing Wage Project

Page 1 of 1

Project Name: Infrastructure Improvements Phase 4
 Cerritos Community College

Project No.: 15-31-191-00(30/40)
Date: 7/28/2015
 (Revised)

COST ESTIMATE FOR MATERIAL INSPECTION AND TESTING:

FIELD TESTING SERVICES				
Task	Units	Number of Units	Unit Rate (\$)	Cost (\$)
Project Kick-Off Meeting	hour	4	\$170.00	\$680.00
Sample Pick-Up	hour	80	\$70.00	\$5,600.00
Soil Technician	hour	600	\$95.00	\$57,000.00
ACI Concrete/Batch Plant for Field	hour	240	\$95.00	\$22,800.00
Special Inspector/Steel (Field)	hour	150	\$95.00	\$14,250.00
Special Inspector/NDT, Ultrasonic, Pull or Torque	hour	150	\$95.00	\$14,250.00
Subtotal:				\$114,580.00

LABORATORY TESTING SERVICES				
Task	Units	Number of Units	Unit Rate (\$)	Cost (\$)
Concrete Compression Strength Test	cylinder	160	\$25.00	\$4,000.00
Compaction Testing (Soil)	test	15	\$180.00	\$2,700.00
Subtotal:				\$6,700.00

OFFICE SERVICES				
Task	Units	Number of Units	Unit Rate (\$)	Cost (\$)
Office Support	hour	50	\$75.00	\$3,750.00
Project Manager/Engineer	hour	50	\$150.00	\$7,500.00
Principal-in-Charge	hour	12	\$170.00	\$2,040.00
Final Compaction Report	report	1	\$2,500.00	\$2,500.00
Project Verification Report	report	1	\$500.00	\$500.00
Subtotal:				\$16,290.00

COST ESTIMATE BREAKDOWN FOR MATERIAL INSPECTION AND TESTING

Field Testing Services:	\$114,580.00
Laboratory Testing Services:	\$6,700.00
Office Services:	\$16,290.00
TOTAL COST:	\$137,570.00

Notes: This cost estimate is based on the preliminary construction schedule and understanding the project, but may not reflect actual construction schedules and sequences. This is only an estimate. Our services will be provided based on time and material in accordance with our proposal. *Pistone's Agreement*

[Signature] 8/6/15



PROJECT ASSIGNMENT AGREEMENT NO. 9

TO

MASTER INDEPENDENT CONSULTANT AGREEMENT

CONTRACT NO. 14P010

BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT

AND

THE CONVERSE PROFESSIONAL GROUP, DBA CONVERSE CONSULTANTS

DATED NOVEMBER 12, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **20th** day of **August, 2015** by and between the **Cerritos Community College District** ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **The Converse Professional Group, DBA Converse Consultants** ("Consultant"), incorporated under the laws of the State of California with its principal place of business at 222 East Huntington Drive, Suite 211, Monrovia, CA 91016. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **November 12, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P010** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Material Testing & Inspection Services, Metals Building – DSA Uncertified Projects** as set forth in the Master Agreement and as further described herein.

WHEREAS, this PAA is being executed between the Parties pursuant to Section 26 of the Master Agreement, specifying that this PAA shall be incorporated into and made a part of the Master Agreement.

WHEREAS, the Recitals of the Master Agreement require that each portion of the Project be identified and made a part of the Master Agreement through a PAA executed by both Parties, which identifies the name of the improvement, location, scope of work, Consultant's project number, basis of compensation, and any additional services that will be performed by the Consultant in accordance with the Master Agreement.

NOW, THEREFORE, the Parties agree that the Project shall be completed pursuant to the terms and conditions of the Master Agreement and as further set forth in this PAA as follows:

1. Project Description. Consultant shall provide professional services for the following Project(s):

A. DSA Uncertified Projects

2. Basic Services. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables.** Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term.** Consultant shall commence providing Services under this PAA on **August 25, 2015**, and will diligently perform as required and complete performance by **November 30, 2015**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

5. **Submittal of Documents.** The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

<u> X </u>	Signed PAA
<u> X </u>	Exhibit "A" – Description of Consultant Services
<u> </u>	Exhibit "B" – Consultant's Hourly Billing Rates <i>(if applicable)</i>
<u> X </u>	Signed Master Agreement <i>(if not previously provided)</i>
<u> X </u>	Workers' Compensation Certification <i>(if not previously provided)</i>
<u> X </u>	Insurance Certificates and Endorsements <i>(if not previously provided)</i>
<u> X </u>	W-9 Form <i>(if not previously provided)</i>
<u> </u>	Other: _____

6. **Consultant's Compensation.** District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed **Four Thousand, Nine Hundred Sixty and 00/100 Dollars (\$4,960.00)**. District shall pay Consultant according to the following terms and conditions:

A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

1) Material Testing & Inspection Services, Metals Building

7. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

A. **None**

8. **Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

A. **None**

9. **Assignment.** The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: _____, 20____

Dated: _____, 20____

Cerritos Community College District

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

By: _____

By: _____

Print Name: Dr. David El Fattal

Print Name: Siva Sivathanan

Print Title: VP Business Services

Print Title: Vice President/Principal Engineer

Information regarding Consultant:

License No.: _____

95-4020122 _____:

Address: 222 E. Huntington Drive, Suite 211

Employer Identification and/or
Social Security Number

Monrovia, CA 91016

Telephone: 626-930-1200

Facsimile: 626-930-1200

E-Mail: KSivathanan@ConverseConsultants.com

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: California
☐ Limited Liability Company
☐ Other: _____



EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

Consultant's entire Proposal is **not** made part of this PAA.

See Attached



PROJECT ASSIGNMENT AGREEMENT NO. 8

TO

MASTER INDEPENDENT CONSULTANT AGREEMENT

CONTRACT NO. 14P010

BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT

AND

THE CONVERSE PROFESSIONAL GROUP, DBA CONVERSE CONSULTANTS

DATED NOVEMBER 12, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **20th** day of **August, 2015** by and between the **Cerritos Community College District** ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **The Converse Professional Group, DBA Converse Consultants** ("Consultant"), incorporated under the laws of the State of California with its principal place of business at 222 East Huntington Drive, Suite 211, Monrovia, CA 91016. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **November 12, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P010** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Geoseismic/Geotechnical Study Report – Field House** as set forth in the Master Agreement and as further described herein.

WHEREAS, this PAA is being executed between the Parties pursuant to Section 26 of the Master Agreement, specifying that this PAA shall be incorporated into and made a part of the Master Agreement.

WHEREAS, the Recitals of the Master Agreement require that each portion of the Project be identified and made a part of the Master Agreement through a PAA executed by both Parties, which identifies the name of the improvement, location, scope of work, Consultant's project number, basis of compensation, and any additional services that will be performed by the Consultant in accordance with the Master Agreement.

NOW, THEREFORE, the Parties agree that the Project shall be completed pursuant to the terms and conditions of the Master Agreement and as further set forth in this PAA as follows:

1. Project Description. Consultant shall provide professional services for the following Project(s):

A. Field House

2. Basic Services. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables.** Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term.** Consultant shall commence providing Services under this PAA on **September 1, 2015**, and will diligently perform as required and complete performance by **September 1, 2017**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

5. **Submittal of Documents.** The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

<u> X </u>	Signed PAA
<u> X </u>	Exhibit "A" – Description of Consultant Services
<u> </u>	Exhibit "B" – Consultant's Hourly Billing Rates <i>(if applicable)</i>
<u> X </u>	Signed Master Agreement <i>(if not previously provided)</i>
<u> X </u>	Workers' Compensation Certification <i>(if not previously provided)</i>
<u> X </u>	Insurance Certificates and Endorsements <i>(if not previously provided)</i>
<u> X </u>	W-9 Form <i>(if not previously provided)</i>
<u> </u>	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 Dollars (\$20,700.00)**. District shall pay Consultant according to the following terms and conditions:

A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

1) Geoseismic/Geotechnical Study Report

7. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

A. **None**

8. **Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

A. **None**

9. **Assignment.** The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: _____, 20____

Dated: _____, 20____

Cerritos Community College District

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

By: _____

By: _____

Print Name: Dr. David El Fattal

Print Name: Siva Sivathanan

Print Title: VP Business Services

Print Title: Vice President/Principal Engineer

Information regarding Consultant:

License No.: _____

95-4020122 _____:

Address: 222 E. Huntington Drive, Suite 211

Employer Identification and/or
Social Security Number

Monrovia, CA 91016

Telephone: 626-930-1200

Facsimile: 626-930-1200

E-Mail: KSivathanan@ConverseConsultants.com

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: California
☐ Limited Liability Company
☐ Other: _____



EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

Consultant's entire Proposal is not made part of this PAA.

See Attached



Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 7

TO

MASTER INDEPENDENT CONSULTANT AGREEMENT

CONTRACT NO. 14P010

BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT

AND

THE CONVERSE PROFESSIONAL GROUP, DBA CONVERSE CONSULTANTS

DATED NOVEMBER 13, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **28th** day of **May, 2015**, by and between the **Cerritos Community College District** ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **The Converse Professional Group, DBA Converse Consultants** ("Consultant"), incorporated under the laws of the State of California with its principal place of business at 222 East Huntington Drive, Suite 211, Monrovia, CA 91016. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **November 13, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P010** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Geotechnical Recommendations Report – Campus Electrical and Chilled Water Upgrade** as set forth in the Master Agreement and as further described herein.

WHEREAS, this PAA is being executed between the Parties pursuant to Section 26 of the Master Agreement, specifying that this PAA shall be incorporated into and made a part of the Master Agreement.

WHEREAS, the Recitals of the Master Agreement require that each portion of the Project be identified and made a part of the Master Agreement through a PAA executed by both Parties, which identifies the name of the improvement, location, scope of work, Consultant's project number, basis of compensation, and any additional services that will be performed by the Consultant in accordance with the Master Agreement.

NOW, THEREFORE, the Parties agree that the Project shall be completed pursuant to the terms and conditions of the Master Agreement and as further set forth in this PAA as follows:

1. Project Description. Consultant shall provide professional services for the following Project(s):

A. Campus Electrical and Chilled Water Upgrade

2. Basic Services. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables.** Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**
4. **Term.** Consultant shall commence providing Services under this PAA on **July 1, 2015**, and will diligently perform as required and complete performance by **August 31, 2015**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.
5. **Submittal of Documents.** The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

<u> X </u>	Signed PAA
<u> X </u>	Exhibit "A" – Description of Consultant Services
<u> </u>	Exhibit "B" – Consultant's Hourly Billing Rates <i>(if applicable)</i>
<u> X </u>	Signed Master Agreement <i>(if not previously provided)</i>
<u> X </u>	Workers' Compensation Certification <i>(if not previously provided)</i>
<u> X </u>	Insurance Certificates and Endorsements <i>(if not previously provided)</i>
<u> X </u>	W-9 Form <i>(if not previously provided)</i>
<u> </u>	Other: _____

6. **Consultant's Compensation.** District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed **Five Thousand Five Hundred and 00/100 Dollars (\$5,500.00)**, billed at the labor hour rate as detailed in Exhibit A. District shall pay Consultant according to the following terms and conditions:

A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

1) Geotechnical Recommendations Report

7. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

A. None

8. **Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

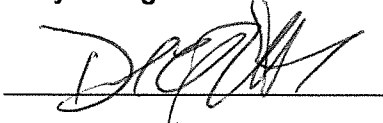
A. None

9. **Assignment.** The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: 7/15, 2015

Cerritos Community College District

By: 

Print Name: Dr. David El Fattal

Print Title: Vice President of Business Svcs.

Dated: _____, 20____

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

By: 

Print Name: Siva Sivathan / HASHMI, QUARI

Print Title: Vice President/Principal Engineer

PRESIDENT

Information regarding Consultant:

License No.: _____

Address: 222 East Huntington Drive, Suite 211
Monrovia, CA 91016

Telephone: 626-930-1200

Facsimile: 626-930-1212

E-Mail: ksivathasan@converseconsultants.com

Type of Business Entity:

☐ Individual

☐ Sole Proprietorship

☐ Partnership

☐ Limited Partnership

☒ Corporation, State: California

☐ Limited Liability Company

☐ Other: _____

95-4020122

Employer Identification and/or
Social Security Number

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



Cerritos College

EXHIBIT "A" DESCRIPTION OF CONSULTANT SERVICES

Consultant's entire Proposal is **not** made part of this PAA.

1. Reference Consultant's proposal dated May 14, 2015 (3 pages), attached hereto and made a part of this PAA by this reference.



Converse Consultants

Geotechnical Engineering, Environmental & Groundwater Science, Inspection & Testing Services

May 14, 2015

Mr. Hector Melara
Project Manager
Tilden-Coil Constructors
c/o Cerritos Community College
11110 Alondra Boulevard
Norwalk, California 90650-6298

Subject: **PROPOSAL - GEOTECHNICAL RECOMMENDATIONS REPORT**
Infrastructure Improvements Phase 4 Project
Cerritos Community College
Norwalk, California
Converse Project No. 15-31-191-00(-01)

Dear Mr. Melara:

Converse Consultants (Converse) appreciates the opportunity to submit the enclosed proposal to provide a geotechnical recommendations report for the subject project.

The proposed project consists of utility infrastructure upgrades including approximately 2,000 linear feet of trenching ranging from 6 to 10 feet in depth below existing ground surface as well as the installation of several utility manholes. This proposal is based off the initial review of the information and plans provided via email on April 28, 2015 and the estimated schedule received May 8, 2015.

SCOPE OF WORK

Converse will conduct the following tasks to prepare a supplemental geotechnical recommendations report:

- Review the updated plans
- Review relevant geotechnical reports adjacent to the project sites to retrieve and compile relevant data.
- Prepare a geotechnical recommendations report to include the following:
 - Description of on-site soils, boring locations, and lab results
 - Recommendations for site preparation
 1. Subgrade preparation
 2. Buried utilities and trench backfill
 3. Suitability of on-site soils for use as compacted fill
 4. Types of imported fill (if required) for use as compacted fill
 5. Special recommendations for expansive soils or for proposed site work where expansive soils are present

PROPOSED SCHEDULE AND FEE

We have assumed that we have permission to utilize the information in our reports for the various projects on campus as a basis to prepare the geotechnical recommendations report. We can begin our scope of work upon written authorization to proceed. Report preparation will be completed within two (2) weeks. Five (5) copies of the report will be provided for submittal. Our consulting services will be provided on a time-and-materials basis in accordance with our current fee schedule and general conditions. The cost for preparation of our geotechnical update letter report is estimated to be at **\$5,500.00**.

Pr (20) 5/27/15

[Signature] 5/27/15

The above cost estimate and scope of services does not include fees for inspection and/or testing services during construction. A separate proposal will be prepared prior to the start of construction when the proposed construction schedule has been forwarded to Converse.

CLOSURE

Our findings and recommendations will be prepared in accordance with generally accepted professional engineering and engineering geological principles and practice in this area of Southern California. Unless we hear differently, we will assume that these conditions are acceptable to you.

During the course of this work, we will provide workers' compensation insurance as required by law.

This proposal will expire ninety (90) days from its issuance, if not accepted in that time.

Special billing instructions, including backup documentation requirements, should be mutually agreed upon and indicated herein. Subsequent additions or changes should likewise be mutually agreed upon and submitted in writing with appropriate authorization.

Please do not hesitate to contact the undersigned at (626) 930-1275 if you have any questions or wish to discuss this proposal in greater detail. We appreciate the opportunity to submit this proposal to Cerritos Community College.

CONVERSE CONSULTANTS

[Signature]

Siva K. Sivathanan, PhD, PE, GE, DGE, QSD, F. ASCE
Vice President / Principal Engineer

Dist.: 1/Addressee (via e-mail)
Encl: Fee Schedule

MM/SKS/jjl



CONVERSE CONSULTANTS

Schedule of Fees

Personnel

Introduction

It is the objective of Converse Consultants to provide its clients with quality professional and technical services and a continuing source of professional advice and opinions. Services will be performed in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. This fee schedule is valid through January 31, 2016.

Hourly Charges for Personnel

Staff assignments will depend on personnel availability, job complexity, project site location and experience level required to satisfy the technical requirements of the project and to meet the prevailing standard of professional care.

Field Technical Services

Construction Inspector – ACI/ICC and/or AWS/CWI certified (concrete, post-tension, masonry, structural steel, fireproofing, includes concrete batch plant and local steel fabrication inspections)	\$75
Non-Destructive Testing Inspector (ultrasonic, magnetic particle, dye penetrant)	80
Construction Inspector/Technician (skidmore, pull testing, torque testing, Schmidt hammer, and pachometer)	85
Coring Technician (including machine and power generator)	85
Soils Technician (soil, base, asphalt concrete, and moisture emission testing)	75
Senior Soils Technician	80
Sample Pick-up	70

Professional Services (Field and Office)

Staff Professional	\$100
Senior Staff Professional	110
Project Professional	135
Project Manager	150
Senior Professional	150
Principal Professional	170
Principals/Consultants	180

Laboratory Testing

Laboratory Technician	\$75
(Unit prices for routine tests quoted upon request; see Geotechnical Laboratory Testing and Materials Testing Services Schedules of Fees)	

Office Support

Clerical/Word Processing	\$75
Drafting	80
CAD Operator/Drafting Manager	80

An overtime charge of 50 percent of the above hourly rates (excluding Professional Services) will be added for time in excess of eight hours per day and for all time on Saturdays, Sundays and holidays. An overtime charge of 100 percent of the above hourly rates (excluding Professional Services) will be charged on Sunday if hours worked was seven continuous eight hours per day in one work week, not counting pay time off within the week. Travel time to and from the job site will be charged at the hourly rates for the appropriate personnel.

Expenses

1. Exploration expenses (drilling, trenching, etc.) are charged at cost plus fifteen percent.
2. Travel and subsistence expenses (transportation, room and board, etc.) for individuals on projects requiring travel and/or living 50 miles away from the project site are charged at cost plus fifteen percent.
3. Automobile and truck expenses are charged at cost plus fifteen percent (rentals) or at a rate of fifty-five cents per mile for company-owned vehicles traveling between principal office and project.
4. Other out-of-pocket direct project expenses (aerial photos, long-distance telephone calls, permits, outside printing services, tests, etc.) are charged at cost plus fifteen percent.

Invoices

1. Invoices will be submitted to the Client on a monthly basis, and a final bill will be submitted upon completion of services.
2. Payment is due upon presentation of invoice and is past due thirty days from invoice date. In the event Client fails to make any payment to Converse when due, Converse may immediately cease work hereunder until said payment, together with a service charge at the rate of eighteen percent per annum (but not exceeding the maximum allowed by law) from the due date, has been received. Further more, Converse may at its sole option and discretion refuse to perform any further work irrespective of payment from Client in the event Client fails to pay Converse for services when said payments are due.
3. Client shall pay attorneys' fees or other costs incurred in collecting any delinquent amount.

General Conditions

The terms and provisions of the Converse General Conditions are incorporated into this fee schedule as though set forth in full. If a copy of the General Conditions does not accompany this fee schedule, Client should request a copy from this office.



Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 6

TO

MASTER INDEPENDENT CONSULTANT AGREEMENT

CONTRACT NO. 14P010

BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT

AND

THE CONVERSE PROFESSIONAL GROUP, DBA CONVERSE CONSULTANTS

DATED NOVEMBER 13, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **20th** day of **May, 2015**, by and between the **Cerritos Community College District** ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **The Converse Professional Group, DBA Converse Consultants** ("Consultant"), incorporated under the laws of the State of California with its principal place of business at 222 East Huntington Drive, Suite 211, Monrovia, CA 91016. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **November 13, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P010** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Material Inspection and Testing – Child Development Center** as set forth in the Master Agreement and as further described herein.

WHEREAS, this PAA is being executed between the Parties pursuant to Section 26 of the Master Agreement, specifying that this PAA shall be incorporated into and made a part of the Master Agreement.

WHEREAS, the Recitals of the Master Agreement require that each portion of the Project be identified and made a part of the Master Agreement through a PAA executed by both Parties, which identifies the name of the improvement, location, scope of work, Consultant's project number, basis of compensation, and any additional services that will be performed by the Consultant in accordance with the Master Agreement.

NOW, THEREFORE, the Parties agree that the Project shall be completed pursuant to the terms and conditions of the Master Agreement and as further set forth in this PAA as follows:

1. Project Description. Consultant shall provide professional services for the following Project(s):

A. Child Development Center Relocation

2. Basic Services. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables.** Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term.** Consultant shall commence providing Services under this PAA on **April 1, 2015**, and will diligently perform as required and complete performance by **July 1, 2015**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

5. **Submittal of Documents.** The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

<u> X </u>	Signed PAA
<u> X </u>	Exhibit "A" – Description of Consultant Services
<u> </u>	Exhibit "B" – Consultant's Hourly Billing Rates (<i>if applicable</i>)
<u> X </u>	Signed Master Agreement (<i>if not previously provided</i>)
<u> X </u>	Workers' Compensation Certification (<i>if not previously provided</i>)
<u> X </u>	Insurance Certificates and Endorsements (<i>if not previously provided</i>)
<u> X </u>	W-9 Form (<i>if not previously provided</i>)
<u> </u>	Other: _____

6. **Consultant's Compensation.** District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed **Twenty-Four Thousand Five Hundred and 00/100 Dollars (\$24,500.00)**, billed at the labor hour rate as detailed in Exhibit A. District shall pay Consultant according to the following terms and conditions:

A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

1) Material Inspection and Testing

7. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

A. **None**

8. **Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

A. **None**

9. **Assignment.** The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: 7/15, 2015

Dated: _____, 20____

Cerritos Community College District

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

By: _____

By: _____

Print Name: Dr. David El Fattal

Print Name: Siva Sivathanan / Hashmi, Q424

Print Title: Vice President of Business Svcs.

Print Title: Vice President/Principal Engineer
PRESIDENT

Information regarding Consultant:

License No.: _____

Address: 222 East Huntington Drive, Suite 211

Monrovia, CA 91016

Telephone: 626-930-1200

Facsimile: 626-930-1212

E-Mail: ksivathasan@converseconsultants.com

Type of Business Entity:

☐ Individual

☐ Sole Proprietorship

☐ Partnership

☐ Limited Partnership

☒ Corporation, State: California

☐ Limited Liability Company

☐ Other: _____

95-4020122 _____:

Employer Identification and/or
Social Security Number

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



Cerritos College

EXHIBIT "A" DESCRIPTION OF CONSULTANT SERVICES

Consultant's entire Proposal is not made part of this PAA.

1. Reference Consultant's proposal dated March 25, 2015 (1 page), attached hereto and made a part of this PAA by this reference.



Converse Consultants

Geotechnical Engineering and
Environmental Sciences

222 East Huntington Drive, Suite 211
Monrovia, California 91016-3500

☎ (626) 930-1200

Fax (626) 930-1214

IRS No. 95-4020122

March 25, 2015

Invoice No: 12-31260-30-0000007

Tilden Coil Constructors
ATTN: Martha Walsworth
Cerritos Community College
11110 Alondra Boulevard
Norwalk CA 90650

WHC

Project: 12-31260-30 Cerritos College/Child Development Cntr
PO # 0000050848 (\$41,449.00)
Contract No. 14P010, PAA #5 (\$29,852.00)
This invoice is submitted in accordance with our October 3, 2013 proposal
Services provided were testing & inspection services.

Professional services from October 3, 2014 to January 2, 2015

Professional Personnel

	Hours	Rate	Amount
Office Support	23.37	60.00	1,402.00
Field Technician	90.00	85.00	7,650.00
Masonry Coring	4.00	82.00	328.00
Special Inspector/ Torque Test	18.00	88.00	1,584.00
ACI Technicians	42.00	82.00	3,444.00
Sample Pickup	28.00	50.00	1,400.00
ACI Technicians (Batch Plant)	44.00	82.00	3,608.00
Rebar Tag & Sample	4.00	82.00	328.00
Inspector/Steel Shop	58.00	82.00	4,756.00
Totals	311.37		24,500.00
Total Labor			24,500.00

Total this invoice \$24,500.00

Billing Contact
Hoa Tran
626-930-1255
htran@converseconsultants.com

Approved for payment

Date

3/25/15

Invoices are due when rendered. A service charge of 1.5% per month (18% annual rate) is charged after 30 days



Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 5 TO

MASTER INDEPENDENT CONSULTANT AGREEMENT

CONTRACT NO. 14P010

BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT

AND

THE CONVERSE PROFESSIONAL GROUP, DBA CONVERSE CONSULTANTS

DATED NOVEMBER 12, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **21st** day of **January, 2015**, by and between the **Cerritos Community College District** ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **The Converse Professional Group, DBA Converse Consultants** ("Consultant"), incorporated under the laws of the State of California with its principal place of business at 222 East Huntington Drive, Suite 211, Monrovia, CA 91016. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **November 12, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P010** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Geotechnical Observation & Testing, Material Inspection & Testing – PO 50848 Increase** as set forth in the Master Agreement and as further described herein.

WHEREAS, this PAA is being executed between the Parties pursuant to Section 26 of the Master Agreement, specifying that this PAA shall be incorporated into and made a part of the Master Agreement.

WHEREAS, the Recitals of the Master Agreement require that each portion of the Project be identified and made a part of the Master Agreement through a PAA executed by both Parties, which identifies the name of the improvement, location, scope of work, Consultant's project number, basis of compensation, and any additional services that will be performed by the Consultant in accordance with the Master Agreement.

NOW, THEREFORE, the Parties agree that the Project shall be completed pursuant to the terms and conditions of the Master Agreement and as further set forth in this PAA as follows:

1. Project Description. Consultant shall provide professional services for the following Project(s):

A. Child Development Center Relocation

2. Basic Services. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables.** Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term.** Consultant shall commence providing Services under this PAA on **January 30, 2015**, and will diligently perform as required and complete performance by **December 31, 2015**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

5. **Submittal of Documents.** The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

<u> X </u>	Signed PAA
<u> X </u>	Exhibit "A" – Description of Consultant Services
<u> </u>	Exhibit "B" – Consultant's Hourly Billing Rates (<i>if applicable</i>)
<u> X </u>	Signed Master Agreement (<i>if not previously provided</i>)
<u> X </u>	Workers' Compensation Certification (<i>if not previously provided</i>)
<u> X </u>	Insurance Certificates and Endorsements (<i>if not previously provided</i>)
<u> X </u>	W-9 Form (<i>if not previously provided</i>)
<u> </u>	Other: <u>[Roofing Project Certification (<i>if applicable</i>)]</u>

6. **Consultant's Compensation.** District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed **Twenty-Nine Thousand Eight Hundred Fifty-Two and 00/100 Dollars (\$29,852.00)**. District shall pay Consultant according to the following terms and conditions:

A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

- 1) **Geotechnical Observation and Testing**
- 2) **Material Inspection and Testing**

7. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

A. **None**

8. **Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

A. **None**

9. **Assignment.** The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: 2/2, 2015

Cerritos Community College District

By: [Signature]

Print Name: Dr. David El Fattal

Print Title: VP Business Services

Dated: January 26, 2015

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

By: [Signature]

Print Name: William Chu SIVA K. SIVATHASAN

Print Title: Senior Vice President

Information regarding Consultant:

License No.: GE2708

Address: 222 E. Huntington Drive, Suite 211

Monrovia, CA 91016

Telephone: 626-930-1200

Facsimile: 626-930-1200

E-Mail: ksivathasan@converseconsultants.com

Type of Business Entity:

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

95-4020122

Employer Identification and/or
Social Security Number

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



Cerritos College

EXHIBIT "A" DESCRIPTION OF CONSULTANT SERVICES

Consultant's entire Proposal is **not** made part of this PAA

1. Reference Consultant's proposal dated September 24, 2014 (3 pages) attached hereto and made a part of this PAA by this reference.



Converse Consultants

Geotechnical Engineering, Environmental & Groundwater Science, Inspection & Testing Services

14P010-05

September 24, 2014

Mr. Jimmy Riordan
Project Manager
Tilden-Coil Constructors, Inc.
11110 Alondra Boulevard
Norwalk, California 90650

Subject: **REQUEST FOR BUDGET AMENDMENT No. 1 FOR MATERIALS TESTING
AND INSPECTION SERVICES**
Child Development Center
Cerritos College, Norwalk, California
Cerritos College PO No.: 0000050848
Converse Project No. 12-31-260-30/40

Dear Mr. Riordan:

Converse Consultants (Converse) has prepared this letter to provide a budget status for our services associated with the above-referenced project. Converse provides services in accordance with PO# 0000050848.

Based on our review of the project's progress through week ending July 25, 2014, an amount of \$34,331 out of the total budget of \$41,449 has been spent. Based on our understanding of the project progress, discussion of the project with the Project Inspector and review of the construction schedule, there will be about 160 hours of soil technician, 90 hours of ACI concrete technician and 50 hours of welding inspector time and other miscellaneous inspection and testing required to complete the project.

The discrepancy between project completion and budget spent is a result of the extended geotechnical, materials testing and inspection services.

Converse has prepared a detailed breakdown of services that will be required to complete the project and has attached the details at the end of this letter. Converse would like to request and additional \$29,852.00 to complete the project.

If you have any questions or wish to discuss this letter in greater detail, please feel free to call the undersigned at (626) 930-1222. The opportunity to be of continued service is appreciated.

CONVERSE CONSULTANTS

William Chu, P.E.
Principal Engineer

Dist.: 1/Addressee
Encl.: Detailed Breakdown for Budget Amendment No. 1
WHC/hf/jjl

**CONVERSE CONSULTANTS**

222 East Huntington Drive, Suite 211

Monrovia, CA 91016

Telephone 626/930-1200

Fax 626/930-1212

Prevailing Wage Project**Budget Amendment No.1****Page 1 of 2**

Project Name: CDC
Cerritos College
Norwalk, California

Project No.: 12-31-260-30/40
Date: 09/24/14

COST ESTIMATE FOR GEOTECHNICAL OBSERVATION AND TESTING:**EARTHWORK:**

FIELD TESTING SERVICES				
Task	Unit	No. of Unit	Unit Rate (\$)	Cost (\$)
Field technician (soil, aggregate base and asphalt)	hour	160	\$85.00	\$13,600.00
Subtotal:				\$13,600.00

LABORATORY TESTING SERVICES				
Test	Unit	No. of Unit	Unit Rate (\$)	Cost (\$)
Maximum dry density test (aggregate base)	test	1	\$120.00	\$120.00
Asphalt concrete Marshall Density	test	1	\$150.00	\$150.00
Subtotal:				\$270.00

OFFICE SERVICES				
Task	Unit	No. of Unit	Unit Rate (\$)	Cost (\$)
Office support	hour	2	\$60.00	\$120.00
Project manager	hour	2	\$135.00	\$270.00
Principal-in-charge	hour	0	\$145.00	\$0.00
Final verify report	report	1	\$300.00	\$300.00
Subtotal:				\$690.00

COST ESTIMATE BREAKDOWN FOR EARTHWORK

Field Testing Services:	\$13,600.00
Laboratory Testing Services:	\$270.00
Office Services:	\$690.00
Total Cost for Earthwork:	\$14,560.00

Notes: This cost estimate is based on the preliminary construction schedule and understanding the project, but may not reflect actual construction schedules and sequences. This is only an estimate. Our services will be provided based on time and material in accordance with our proposal.

**CONVERSE CONSULTANTS**

222 East Huntington Drive, Suite 211
 Monrovia, CA 91016
 Telephone 626/930-1200
 Fax 626/930-1212

Prevailing Wage Project**Budget Amendment No. 1**

Page 2 of 2

Project Name: CDC
 Cerritos College
 Norwalk, California

Project No.: 12-31-260-30/40
Date: 09/24/14

COST ESTIMATE FOR MATERIAL INSPECTION AND TESTING:**MATERIAL INSPECTION AND TESTING:**

FIELD TESTING SERVICES				
Task	Unit	No. of Unit	Unit Rate (\$)	Cost (\$)
Sample pick-up	hour	10	\$50.00	\$500.00
Special Inspector/Welding	hour	50	\$82.00	\$4,100.00
ACI Technicians (Field and Batch Plant)	hour	90	\$82.00	\$7,380.00
NDT	hour	24	\$88.00	\$2,112.00
Subtotal:				\$14,092.00

LABORATORY TESTING SERVICES				
Task	Unit	No. of Unit	Unit Rate (\$)	Cost (\$)
Compression strength/concrete, mortar, grout	cylinder	15	\$23.00	\$345.00
Subtotal:				\$345.00

OFFICE SERVICES				
Task	Unit	No. of Unit	Unit Rate (\$)	Cost (\$)
Office support	hour	2	\$60.00	\$120.00
Project manager/engineer	hour	1	\$135.00	\$135.00
Principal-in-charge	hour	0	\$145.00	\$0.00
Final verify report (lab, batch, etc.)	report	2	\$300.00	\$600.00
Subtotal:				\$855.00

COST ESTIMATE BREAKDOWN FOR MATERIAL INSPECTION AND TESTING

Field Testing Services:	\$14,092.00
Laboratory Testing Services:	\$345.00
Office Services:	\$855.00
Total Cost for Material Inspection and Testing:	\$15,292.00

TOTAL COST FOR GEOTECHNICAL, MATERIAL INSPECTION AND TESTING

Total Cost for Earthwork:	\$14,560.00
Total Cost for Material Inspection and Testing:	\$15,292.00
Total Cost for Grading, Material Inspection and Testing:	\$29,852.00

Notes: This cost estimate is based on the preliminary construction schedule and understanding the project, but may not reflect actual construction schedules and sequences. This is only an estimate. Our services will be provided based on time and material in accordance with our proposal.

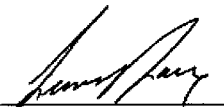
CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: January 21, 2015

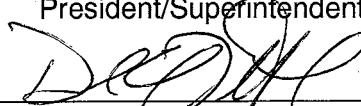
Agenda Item No. 18

FROM:


Dr. Linda L. Lacy

President/Superintendent

REVIEWED BY:


Dr. David El Fattal

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. 5 to the Master Independent Consultant Agreement with The Converse Professional Group, DBA Converse Consultants for the Child Development Center Relocation Project

ACTION

It is recommended that the Board of Trustees approve Project Assignment Agreement No. 5 to the Master Independent Consultant Agreement with The Converse Professional Group, DBA Converse Consultants for the Child Development Center Relocation Project.

FISCAL IMPACT

The total contract sum shall be for \$29,852; this amount will be funded from the GO Bond. Converse Consultants is headquartered in Monrovia, CA.

REPORT SUMMARY

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

PROJECT ASSIGNMENT AGREEMENT NO. 5 TO THE MASTER INDEPENDENT CONSULTANT AGREEMENT FOR THE CHILD DEVELOPMENT CENTER RELOCATION PROJECT THE CONVERSE PROFESSIONAL GROUP DBA CONVERSE CONSULTANTS

Requested by: Mr. David C. Moore, Director of Physical Plant and Construction Services

Purpose: On November 12, 2014 Cerritos College entered into a Master Independent Consultant Agreement ("Master Agreement") with The Converse Professional Group, DBA Converse Consultants for the purpose of creating a qualified pool of geotechnical engineering, materials testing, and special inspection services firms for campus projects pursuant to Request for Qualifications (RFQ) No. 14P002, Geotechnical Engineering, Materials Testing, and Special Inspection Services Pool. The intent of the Master Agreement was that individual Project Assignment Agreements would be drafted for each project on an as-needed basis. Project Assignment Agreements specify the scope of work, project cost estimates, fee to inspection firm, conditions specific to the project, and are governed by the terms and conditions of the Master Agreement.

Project Assignment Agreement No. 5 arises out of Cerritos College's desire to obtain the necessary geoseismic/geotechnical study for the Child Development Center Relocation project funded by GO Bond allocations. The Converse Professional Group, DBA Converse Consultants' services includes, but is not limited to, geoseismic/geotechnical study and generation of a report for a design consistent with the current edition of the California Building Code.

Period: The time period will be from January 30, 2015 through December 31, 2015.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

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

Draft of Project Assignment Agreement No. 5 to Contract No. 14P010 – The Converse Professional Group, DBA Converse Consultants



Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 4

TO

MASTER INDEPENDENT CONSULTANT AGREEMENT

CONTRACT NO. 14P010

BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT

AND

THE CONVERSE PROFESSIONAL GROUP, DBA CONVERSE CONSULTANTS

DATED JULY 1, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **25th** day of **November, 2014**, by and between the **Cerritos Community College District** ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **The Converse Professional Group, DBA Converse Consultants** ("Consultant"), incorporated under the laws of the State of California with its principal place of business at 222 East Huntington Drive, Suite 211, Monrovia, CA 91016. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **November 12, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P010** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Geotechnical/Geoseismic Study Report – Sports Field Restrooms** as set forth in the Master Agreement and as further described herein.

WHEREAS, this PAA is being executed between the Parties pursuant to Section 26 of the Master Agreement, specifying that this PAA shall be incorporated into and made a part of the Master Agreement.

WHEREAS, the Recitals of the Master Agreement require that each portion of the Project be identified and made a part of the Master Agreement through a PAA executed by both Parties, which identifies the name of the improvement, location, scope of work, Consultant's project number, basis of compensation, and any additional services that will be performed by the Consultant in accordance with the Master Agreement.

NOW, THEREFORE, the Parties agree that the Project shall be completed pursuant to the terms and conditions of the Master Agreement and as further set forth in this PAA as follows:

1. Project Description. Consultant shall provide professional services for the following Project(s):

A. Sports Field Restrooms

2. Basic Services. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables.** Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term.** Consultant shall commence providing Services under this PAA on **December 1, 2014**, and will diligently perform as required and complete performance by **December 1, 2015**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

5. **Submittal of Documents.** The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

<u> X </u>	Signed PAA
<u> X </u>	Exhibit "A" – Description of Consultant Services
<u> </u>	Exhibit "B" – Consultant's Hourly Billing Rates (<i>if applicable</i>)
<u> X </u>	Signed Master Agreement (<i>if not previously provided</i>)
<u> X </u>	Workers' Compensation Certification (<i>if not previously provided</i>)
<u> X </u>	Insurance Certificates and Endorsements (<i>if not previously provided</i>)
<u> X </u>	W-9 Form (<i>if not previously provided</i>)
<u> </u>	Other: _____

6. **Consultant's Compensation.** District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed **Eight Thousand Nine Hundred Fifty and 00/100 Dollars (\$8,950.00)**, billed at the labor hour rate as detailed in Exhibit A. District shall pay Consultant according to the following terms and conditions:

A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

1) Geotechnical/Geoseismic Study Report

7. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

A. **None**

8. **Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

A. **None**

9. **Assignment.** The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: 1/27/15, 2015

Cerritos Community College District

By:



Print Name: DR. DAVID EL FATTAL

Print Title: V.P. OF BUSINESS SVCS

Dated: January 22, 2015

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

By:



Print Name: ~~William Chu~~ SIVA K. SIVATHASAN

Print Title: ~~Senior Vice President~~
S

Information regarding Consultant:

License No.: GE 2708

Address: 222 East Huntington Drive, Suite 211

Monrovia, CA 91016

Telephone: 626-930-4200 1275

Facsimile: 626-930-1212

E-Mail: ksivathasan
~~wchu~~@converseconsultants.com

Type of Business Entity:

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

95-4020192

Employer Identification and/or
Social Security Number

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



Cerritos College

EXHIBIT "A" DESCRIPTION OF CONSULTANT SERVICES

Consultant's entire Proposal is not made part of this PAA.

1. Reference Consultant's proposal dated October 21, 2014 (10 pages, with noted District changes), attached hereto and made a part of this PAA by this reference.



Converse Consultants

Geotechnical Engineering, Environmental & Groundwater Science, Inspection & Testing Services

October 21, 2014

Mr. Jared Tannen
Project Engineer
Tilden-Coil Constructors
c/o Cerritos Community College
11110 Alondra Boulevard
Norwalk, California 90650-6298

Job Name: Sports Field Restroom
New PO#: YN
PO#: TBD CO#: _____
FUND: 42.1

Notes: 65056
6130

Subject: **PROPOSAL TO PREPARE
GEOSEISMIC / GEOTECHNICAL STUDY REPORT**
Proposed Sports Field Restroom Project
Cerritos Community College
Norwalk, California
Converse Project No. 14-31-282-00

Dear Mr. Tannen:

Converse Consultants (Converse) has prepared this proposal describing our recommended scope of services and fees to perform geoseismic/geotechnical study for the above-referenced project. The purpose of this study will be to generate a report for design consistent with the current edition of California Building Code (2013), Title 24, Chapter 16; Earthquake Design, Chapter 18A, Foundation and Retaining Wall; Appendix Chapter 33, Excavation and Grading; Part 1' section 4-317 (e) and California Geologic Survey (CGS) Note 48, latest edition.

In preparation of this proposal we conducted the following:

- Reviewed the information transmitted to us on October 2, 2014
- Conducted a site visit on October 8, 2014

The site is located south of the existing softball field within the existing Cerritos Community College and is planned for construction of a new sports field restroom. The plan dimension is not known at this time but is anticipated to be less than 5,000 square feet. No basement is planned at this time.

Converse Consultants has extensive experience providing geotechnical, construction inspection and material testing services for various school districts throughout southern California. Our staff is familiar with the requirements and guidelines established by the various publications and agencies listed above pertaining to school design and constructions.

To meet the district's schedule and provide technically sound, feasible and economical geotechnical recommendations, we have assembled a team of professionals with appropriate qualifications and extensive experience on public schools projects. Our proposed project principal, Mr. William Chu, is a registered Civil and Geotechnical Engineer in California with over 24 years of experience. He has overseen numerous projects and prepared reports for public educational institutions and essential buildings. He will ascertain that the contents of our report meet the requirements of the jurisdictional agencies.

222 East Huntington Drive, Suite 211, Monrovia, California 91016-3500
Telephone: (626) 930-1200 ♦ Facsimile: (626) 930-1212 ♦ e-mail: converse@converseconsultants.com

Our objective will be to ensure that the required quality goals are met, and that all parties are satisfied with the work performance and deliverables rendered.

PROJECT TEAM

Management and Key Personnel

Converse offers Cerritos Community College a qualified staff of professional engineers and geologists with specialized expertise in many areas. Many of Converse's staff are licensed civil and geotechnical engineers and engineering geologists with a strong background in school projects. This expertise will be necessary for the successful accomplishment of the project.

Converse believes that effective organization and management of a project team is the key to the successful accomplishment of stated project objectives. Profiles of the project team members are as follows:

William H. Chu, P.E., G.E., Project Manager - Mr. Chu is a Senior Vice President/Principal Engineer with Converse. He has over 24 years of experience in providing professional services for a variety of geologic and geotechnical investigations involving all aspects of design and construction of various facilities. He will be the designated project manager/principal-in-charge of the project. The project manager will have full management, scheduling, and fiscal responsibilities. He will also be responsible for assuring that the client's needs are met in a responsible manner, that work efforts are fully coordinated and that work performed is of high technical quality.

Mark Schluter, R.G., C.E.G., Senior Geologist - Mr. Schluter is a professional geologist and California-certified engineering geologist. He has over 35 years of experience working in Southern California. He will be responsible for providing the review of geologic and seismic conditions and for supervision of field exploration.

OBJECTIVE OF OUR SCOPE OF WORK

The objectives of the preliminary geoseismic study phase will be to determine general seismicity conditions for the site vicinity, evaluate associated potential geologic hazards including consideration of faulting and liquefaction, determine seismic design parameters for the structures, and establish any conditions that may warrant further more comprehensive study.

The general objectives of the concurrent preliminary geotechnical study phase will be to explore and evaluate soil conditions beneath the site relative to geotechnical feasibility, design and construction considerations.

SCOPE OF SERVICES

Our proposed preliminary study will provide the necessary personnel, equipment, materials to explore the site, conduct laboratory testing, perform geotechnical analyses, and prepare geological, foundation design, and construction recommendations for the proposed facility. Our scope of work will include the following tasks:



Task I: Project Set-up

As part of the project set-up, staff personnel from our office will conduct the following:

- Coordinate site access with the College Representative.
- Field reconnaissance to map the surface condition, including drainage, flood hazard, etc.
- Stake/mark the boring locations in the field such that drill rig access to all the locations is available.
- Notify underground Service Alert (USA) at least 48-hours prior to drilling to clear the boring locations of any conflict with existing underground utilities.

Task II: Subsurface Exploration

Soil Borings

The field investigation will consist of a preliminary subsurface exploration program consisting of drilling a total of two (2) exploratory borings. Borings within the proposed sports field restroom area will be drilled to depths of about 50 and 80 feet below the existing ground surface (bgs) or to refusal, whichever is shallower. The purpose of the field exploration is to:

- Obtain subsurface information at the site.
- Obtain undisturbed and bulk samples of the various soil types for laboratory testing.

Soils will be continuously logged and classified by the geologist/engineer in the field by visual examination in accordance with the Unified Soil Classification System.

Undisturbed ring samples of the subsurface materials will be obtained at five-foot intervals, at changes in soil profiles, or where unusual conditions are encountered. The relatively undisturbed ring samples will be obtained using a Modified California Sampler (2.4 inches inside diameter and 3.0 inches outside diameter) lined with thin-walled sample rings. The sampler will be driven into the bottom of the borehole with successive drops of a 140-pound hammer falling 30 inches. The number of successive drops of the driving weight ("blows") required for one foot of penetration will be shown on the boring summary sheet in the "blow/6-inch" column. The soil will be retained in brass rings (2.4 inches in diameter and one inch in height). The central portion of the sample will be retained and carefully sealed in waterproof plastic containers for shipment to the laboratory. Bulk samples of representative soil types will be collected in plastic bags. Groundwater levels, where encountered in the borings, will be recorded.

After completion of boring within existing paved area, boreholes will be backfilled with soil cuttings and/or patch with Asphalt concrete or cement concrete, if needed.

Standard Penetration Tests (SPTs) will be performed within some of the deeper borings. SPT data will be utilized in evaluating the liquefaction potential and providing design recommendations.

In-Situ Percolation Testing (Optional)

Percolation testing will consist of drilling a total of one (1) additional boring to depths of 10 to 20 feet, respectively. The borings will be drilled using a truck-mounted rig equipped with hollow stem



augers. Soil materials encountered will be continuously logged and classified in the field by visual/manual examination, in accordance with the Unified Soil Classification System.

The continuous pre-soak (falling-head) test procedure will be utilized for percolation testing. In accordance with the LID Standards Manual, the test holes will be pre-soaked for 30 minutes immediately prior to testing. Testing will start following the presoak period. Measurements in the drop in water level will be taken at regular intervals of 30 minutes, with the test hole refilled to approximately the same depth after each measurement. At least 8 measurements will be taken, or until a stabilized rate of drop is achieved. Where water drains faster than half of the initial wetted depth in 30 minutes or less on two consecutive readings, the time interval will be adjusted to 10 minutes. The drop in water level will be recorded to the nearest tenth of a foot. The data collected will be presented in inches per hour.

After completion of the percolation test borings, the boreholes will be backfilled with soil cuttings and patched with cold asphalt if needed.

Task III: Laboratory Testing

Soil samples obtained during exploratory drilling will be tested in our laboratory to evaluate their physical characteristics and engineering properties. Laboratory testing may include, but will not necessarily be limited to:

- Moisture-density of in-situ samples.
- Expansion index.
- Ph, chloride, sulfate and minimum electrical resistivity.
- Sieve Analysis and/or hydrometer.
- Atterberg limits.
- Modified Proctor.
- Direct Shear.
- Consolidation/Collapse.
- R-value.

Task IV: Engineering Analyses and Report

Data obtained from the exploratory borings and laboratory-testing program will be evaluated. Engineering analyses will be performed to present foundation design recommendations in a geotechnical investigation report, which will include the following items:

A. Site Condition

1. Description of on-site soils, boring locations, and test methodologies utilized.
2. Groundwater depth.
3. Location relative of flood hazard zone.



B. Faulting and Seismicity

1. Location relative to known earthquake faults.
2. Anticipated ground shaking from earthquakes.
3. Geologic conditions and geologic cross section.
4. Liquefaction characteristics.
5. Other secondary effects from earthquakes.
6. Site co-efficient for soil characteristics relative to CBC 2013 earthquakes forces.

C. Recommendations for Site Preparation

1. Grading.
2. Over excavation and compaction.
3. Subgrade preparation.
4. Structural backfill.
5. Buried utilities and trench backfill.
6. Suitability of on-site soils for regarding or for use as compacted fill.
7. Types of imported fill (if required) for use as compacted fill.
8. Special recommendations for expansive soils or for proposed site work where expansive soils are present.
9. Shrinkage and subsidence.

D. Design Recommendations

1. Foundation types and bearing pressures (shallow footings or piles) with practical and economic considerations, consistent with good engineering requirements.
2. Vertical and lateral pile capacity.
3. Lateral earth pressures and resistance to lateral load.
 - Active Earth Pressures.
 - Passive Earth Pressures.
 - Seismic Lateral Forces for Above Grade.
4. Settlement.
5. Modulus of subgrade reaction.

E. Soil Corrosivity Evaluation

F. Construction Recommendations

1. Temporary excavations.
2. Recommendations for excavation adjacent to existing structures.



PROFESSIONAL FEES

Our consulting services will be provided in accordance with our current agreement with the District. The total cost breakdown for our professional services is presented in the table below:

Table No. 1, Cost of Professional Services

TASK NUMBER		COST
TASK I:	PROJECT SET-UP	\$350.00
TASK II:	SUBSURFACE EXPLORATION (SOIL BORINGS) IN-SITU PERCOLATION TESTING (OPTIONAL)	\$3,500.00 \$2,300.00
TASK III:	LABORATORY TESTING	\$2,300.00
TASK IV:	ENGINEERING ANALYSES AND REPORT	\$2,800.00
TOTAL (without Percolation Testing):		\$8,950.00
TOTAL (with Percolation Testing):		\$11,250.00

AM
(TCW)
10/23/14

Access to the site is feasible from all the streets for exploration using a standard truck-mounted drill rig. Permission will be needed from the property owners.

Our cost is based on the following assumptions:

[Signature]
10/31/14

- Permits, if required, will be provided at no cost to us.
- All field work will be done in one mobilization.
- Access to the site will be available during normal weekday working hours at no additional cost to us.
- Converse will minimize the impact and disturbance to the existing site conditions. However, some degree of disturbance or damage to existing landscaping may occur by the drill rig access and travel.
- Site owner representative will assist us to clear existing underground utilities at no additional cost to us. Converse will not be responsible for any utility damage due to boring.
- The borings will be backfilled loose with soil cuttings and the surface patched with cold asphalt concrete (if needed). As a result, the surface may settle over time. If construction is delayed, we recommend that the owner monitor the borings and if needed, backfill any settlement or depression that might occur to prevent trip and fall injuries from occurring near the area of potential settlement. We will not be responsible for any marking left by us and USA.
- Converse will contact Underground Service Alert (USA). All existing utilities locations within private property will be provided to us at no additional cost to us. Converse will not be responsible for damaging of the utility lines due to the subsurface exploration. Converse is not responsible to clean up the utility marking for the proposed boring locations.



Converse Consultants

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- No environmental assessment or testing will be performed.
- No percolation testing will be performed.
- Converse will not be responsible to wash and clean the utility markings.
- Five (5) copies of one report and a PDF file of the report will be prepared for the project.
- In-situ percolation testing will be conducted, if requested, for an additional fee of \$2,300.00.

We will provide our scope of work pertaining to the geotechnical study for an estimated fee of \$8,950.00 (\$11,250.00 with optional percolation testing). We will submit our invoices on a monthly basis. If the field exploration needs to be completed during weekend or after hours, an additional fee of \$2,500.00 will be required.

The above cost estimate and scope of services does not include environmental study of soil and groundwater and any inspection and/or testing services during construction. A separate proposal will be prepared prior to the start of construction when the proposed construction schedule has been forwarded to Converse.

PROPOSED SCHEDULE

After boring locations have been marked, USA requires 48-hour advance notice for utility clearance. We can begin subsurface exploration in four to five working days after receipt of your written authorization to proceed with mobilization of equipment, weather and site conditions permitting. We plan to complete the field exploration in two (2) days. The laboratory testing, engineering analyses, preparation and submission of the report will take approximately five (5) weeks after completion of the field exploration. One report will be prepared. The preliminary data and recommendations can be provided verbally during the course of investigation. If the report will need to be submitted before the above mentioned schedule, an additional fee will be needed to compensate overtime charges for personnel and equipment rental.

CLOSURE

Our findings and recommendations will be prepared in accordance with generally accepted professional engineering and engineering geological principles and practice in this area of Southern California. Unless we hear differently, we will assume that these conditions are acceptable to you.

During the course of this work, we will provide workers' compensation insurance as required by law.

Please sign two copies of the Acceptance of Agreement and Authorization to Proceed at the end of this proposal. Retain one copy of this proposal for your files and return one signed copy to our office to formally authorize our services.

This proposal will expire ninety (90) days from its issuance, if not accepted in that time.



It is understood by both contracting parties that this phase of the project is not subject to prevailing wages as defined in Labor Code Sections 1770-1780. In the event it is later determined that this project is subject to prevailing wages, our fees will be adjusted retroactively to project inception in accordance with Converse's Prevailing Wage Fee Schedule.

~~Special billing instructions, including backup documentation requirements, should be mutually agreed upon and indicated herein. Subsequent additions or changes should likewise be mutually agreed upon and submitted in writing with appropriate authorization.~~

Please do not hesitate to contact the undersigned at (626) 930-1222 if you have any questions or wish to discuss this proposal in greater detail. We appreciate the opportunity to submit this proposal to Cerritos Community College.

Sincerely,

CONVERSE CONSULTANTS



William H. Chu, P.E., G.E.
Senior Vice President/Principal Engineer

Dist.: 1/Addressee (via e-mail)
Encl: Fee Schedule (P2014), General Conditions (GC99-1)

WHC/jjl



Converse Consultants

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~~FEE SCHEDULE AND GENERAL CONDITIONS~~



CONVERSE CONSULTANTS

Schedule of Fees

Personnel

Introduction

It is the objective of Converse Consultants to provide its clients with quality professional and technical services and a continuing source of professional advice and opinions. Services will be performed in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. This fee schedule is valid through January 31, 2015.

Hourly Charges for Personnel

Staff assignments will depend on personnel availability, job complexity, project site location and experience level required to satisfy the technical requirements of the project and to meet the prevailing standard of professional care.

Field Technical Services

Construction Inspector – ACI/ICC and/or AWS/CWI certified (concrete, post-tension, masonry, structural steel, fireproofing, includes concrete batch plant and local steel fabrication inspections)	\$73
Non-Destructive Testing Inspector (ultrasonic, magnetic particle, dye penetrant)	80
Construction Inspector/Technician (skidmore, pull testing, torque testing, Schmidt hammer, and pachometer)	80
Coring Technician (including machine and power generator)	90
Soils Technician (soil, base, asphalt concrete, and moisture emission testing)	70
Senior Soils Technician	73
Sample Pick-up	50

Professional Services (Field and Office)

Staff Professional	\$90
Senior Staff Professional	100
Project Professional	125
Project Manager	145
Senior Professional	145
Principal Professional	160
Principals/Consultants	180

Laboratory Testing

Laboratory Technician	\$65
(Unit prices for routine tests quoted upon request; see Geotechnical Laboratory Testing and Materials Testing Services Schedules of Fees)	

Office Support

Clerical/Word Processing	\$65
Drafting	65
CAD Operator/Drafting Manager	65

An overtime charge of 50 percent of the above hourly rates (excluding Professional Services) will be added for time in excess of eight hours per day and for all time on Saturdays, Sundays and holidays. An overtime charge of 100 percent of the above hourly rates (excluding Professional Services) will be charged on Sunday if hours worked was seven continuous eight hours per day in one work week, not counting pay time off within the week. Travel time to and from the job site will be charged at the hourly rates for the appropriate personnel.

Expenses shall be governed by Master Agreement

- ~~1. Exploration expenses (drilling, trenching, etc.) are charged at cost plus fifteen percent.~~
- ~~2. Travel and subsistence expenses (transportation, room and board, etc.) for individuals on projects requiring travel and/or living 50 miles away from the project site are charged at cost plus fifteen percent.~~
- ~~3. Automobile and truck expenses are charged at cost plus fifteen percent (rentals) or at a rate of fifty-five cents per mile for company-owned vehicles traveling between principal office and project.~~
- ~~4. Other out-of-pocket direct project expenses (aerial photos, long-distance telephone calls, permits, outside printing services, tests, etc.) are charged at cost plus fifteen percent.~~

Invoices

- ~~1. Invoices will be submitted to the Client on a monthly basis, and a final bill will be submitted upon completion of services.~~
2. Payment is due upon presentation of invoice and is past-due thirty days from invoice date. In the event Client fails to make any payment to Converse when due, Converse may immediately cease work hereunder until said payment, together with a service charge at the rate of eighteen percent per annum (but not exceeding the maximum allowed by law) from the due date, has been received. Further more, Converse may at its sole option and discretion refuse to perform any further work irrespective of payment from Client in the event Client fails to pay Converse for services when said payments are due.
- ~~3. Client shall pay attorneys' fees or other costs incurred in collecting any delinquent amount.~~

General Conditions

~~The terms and provisions of the Converse General Conditions are incorporated into this fee schedule as though set forth in full. If a copy of the General Conditions does not accompany this fee schedule, Client should request a copy from this office.~~



Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 2 TO

MASTER INDEPENDENT CONSULTANT AGREEMENT

CONTRACT NO. 14P010

BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT

AND

THE CONVERSE PROFESSIONAL GROUP, DBA CONVERSE CONSULTANTS

DATED NOVEMBER 12, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **10th** day of **December, 2014**, by and between the **Cerritos Community College District** ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **The Converse Professional Group, DBA Converse Consultants** ("Consultant"), incorporated under the laws of the State of California with its principal place of business at 222 East Huntington Drive, Suite 211, Monrovia, CA 91016. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **November 12, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P010** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Geotechnical Observation and Testing, Material Inspection and Testing** as set forth in the Master Agreement and as further described herein.

WHEREAS, this PAA is being executed between the Parties pursuant to Section 26 of the Master Agreement, specifying that this PAA shall be incorporated into and made a part of the Master Agreement.

WHEREAS, the Recitals of the Master Agreement require that each portion of the Project be identified and made a part of the Master Agreement through a PAA executed by both Parties, which identifies the name of the improvement, location, scope of work, Consultant's project number, basis of compensation, and any additional services that will be performed by the Consultant in accordance with the Master Agreement.

NOW, THEREFORE, the Parties agree that the Project shall be completed pursuant to the terms and conditions of the Master Agreement and as further set forth in this PAA as follows:

1. Project Description. Consultant shall provide professional services for the following Project(s):

A. CIS/Math

2. Basic Services. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables.** Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**
4. **Term.** Consultant shall commence providing Services under this PAA on **November 12, 2014**, and will diligently perform as required and complete performance by **October 31, 2016**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.
5. **Submittal of Documents.** The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

<u> X </u>	Signed PAA
<u> X </u>	Exhibit "A" – Description of Consultant Services
<u> </u>	Exhibit "B" – Consultant's Hourly Billing Rates <i>(if applicable)</i>
<u> X </u>	Signed Master Agreement <i>(if not previously provided)</i>
<u> X </u>	Workers' Compensation Certification <i>(if not previously provided)</i>
<u> X </u>	Insurance Certificates and Endorsements <i>(if not previously provided)</i>
<u> X </u>	W-9 Form <i>(if not previously provided)</i>
<u> </u>	Other: <u>Roofing Project Certification (if applicable)</u>

6. **Consultant's Compensation.** District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed **Three-Hundred, Forty Thousand, Eight-Hundred, Thirty-Seven and 00/100 Dollars (\$340,837.00)**, billed on a time and materials (T&M) basis. District shall pay Consultant according to the following terms and conditions:
 - A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:
 - 1) Geotechnical Observation & Testing, as required
 - 2) Material Inspection & Testing, as required
7. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:
 - A. **None**
8. **Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:
 - A. **None**
9. **Assignment.** The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: 1/27, 20 15

Cerritos Community College District

By: [Signature]

Print Name: Dr. David El Fattal

Print Title: VP Business Services

Dated: January 22, 20 15

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

By: [Signature]

Print Name: ~~William Chu~~ SIVAK. SIVATHASAN

Print Title: ~~Senior Vice President~~
[Signature]

Information regarding Consultant:

License No.: GE 2708

Address: 222 E. Huntington Drive, Suite 211

Monrovia, CA 91016

Telephone: 626-930-4200-1275

Facsimile: 626-930-1200

E-Mail: ksivathasan
wchu@converseconsultants.com

Type of Business Entity:

☐ Individual

☐ Sole Proprietorship

☐ Partnership

☐ Limited Partnership

☒ Corporation, State: _____

☐ Limited Liability Company

☐ Other: _____

95-4020192

Employer Identification and/or
Social Security Number

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



Cerritos College

EXHIBIT "A" DESCRIPTION OF CONSULTANT SERVICES

Consultant's entire Proposal is not made part of this PAA

1. Reference Consultant's proposal dated June 26, 2014 (2 pages), attached hereto and made a part of this PAA by this reference.

**CONVERSE CONSULTANTS**

222 East Huntington Drive, Suite 211
 Monrovia, CA 91016
 Telephone 626/930-1200
 Fax 626/930-1212

Prevailing Wage Project

Page 1 of 2

Project Name: **(Math/CIS Building)**
Cerritos College
Cerritos, California

Project No.: **12-31-104-00 (31/41)**
 Date: **06/26/14**
 (Revised)

COST ESTIMATE FOR GEOTECHNICAL OBSERVATION AND TESTING:**EARTHWORK:**

FIELD TESTING SERVICES				
Task	Unit	No. of Unit	Unit Rate (\$)	Cost (\$)
Project kick-off Meeting	hour	4	\$140.00	\$560.00
Sample Pick-up	hour	2	\$50.00	\$100.00
Field technician (pile, soil, aggregate base and asphalt)	hour	1040	\$88.00	\$91,520.00
Project manager/engineer	hour	24	\$140.00	\$3,360.00
Subtotal:				\$95,540.00

LABORATORY TESTING SERVICES				
Test	Unit	No. of Unit	Unit Rate (\$)	Cost (\$)
Maximum dry density test (soil)	test	2	\$120.00	\$240.00
Maximum dry density test (aggregate base)	test	1	\$125.00	\$125.00
Asphalt concrete Marshall Density	test	1	\$160.00	\$160.00
Subtotal:				\$525.00

OFFICE SERVICES				
Task	Unit	No. of Unit	Unit Rate (\$)	Cost (\$)
Office support	hour	24	\$60.00	\$1,440.00
Project manager	hour	16	\$140.00	\$2,240.00
Principal-in-charge	hour	4	\$160.00	\$640.00
Final verify report	report	1	\$300.00	\$300.00
Subtotal:				\$4,580.00

COST ESTIMATE BREAKDOWN FOR EARTHWORK

Field Testing Services:	\$95,540.00
Laboratory Testing Services:	\$525.00
Office Services:	\$4,580.00
Total Cost for Earthwork:	\$100,645.00

Notes: This cost estimate is based on the preliminary construction schedule and understanding the project, but may not reflect actual construction schedules and sequences. This is only an estimate. Our services will be provided based on time and material in accordance with our proposal.

Job Name: CIS/MATH
 New PO#: 01 N
 PO#: TBD CO#:
 FUND: 42.0

Notes: 64046
6220

**CONVERSE CONSULTANTS**

222 East Huntington Drive, Suite 211
 Monrovia, CA 91016
 Telephone 626/930-1200
 Fax 626/930-1212

Prevailing Wage Project

Page 2 of 2

Project Name: Math/CIS Building
 Cerritos College
 Cerritos, California

Project No.: 12-31-104-00 (31/41)
Date: 06/26/14
 (Revised)

COST ESTIMATE FOR MATERIAL INSPECTION AND TESTING:**MATERIAL INSPECTION AND TESTING:**

FIELD TESTING SERVICES				
Task	Unit	No. of Unit	Unit Rate (\$)	Cost (\$)
Sample pick-up	hour	90	\$50.00	\$4,500.00
Special Inspector/Material ID and Sampling	hour	16	\$86.00	\$1,376.00
Special Inspector/Steel (field or shop within 50 miles from the project site)	hour	980	\$86.00	\$84,280.00
Special Inspector/pull or torque testing or NDT	hour	80	\$90.00	\$7,200.00
ACI Technicians	hour	880	\$86.00	\$75,680.00
ACI Technicians (batch plant)	hour	600	\$86.00	\$51,600.00
Subtotal:				\$224,636.00

LABORATORY TESTING SERVICES				
Task	Unit	No. of Unit	Unit Rate (\$)	Cost (\$)
Rebar bend and tensile	sample	48	\$85.00	\$4,080.00
High strength bolts	sample	8	\$280.00	\$2,080.00
Compression strength/concrete	cylinder	84	\$24.00	\$2,016.00
Subtotal:				\$8,176.00

OFFICE SERVICES				
Task	Unit	No. of Unit	Unit Rate (\$)	Cost (\$)
Office support	hour	32	\$60.00	\$1,920.00
Project manager/engineer	hour	24	\$140.00	\$3,360.00
Principal-in-charge	hour	6	\$150.00	\$900.00
Final verify report (lab, steel, batch, etc.)	report	4	\$300.00	\$1,200.00
Subtotal:				\$7,380.00

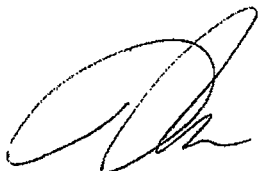
COST ESTIMATE BREAKDOWN FOR MATERIAL INSPECTION AND TESTING

Field Testing Services:	\$224,636.00
Laboratory Testing Services:	\$8,176.00
Office Services:	\$7,380.00
Total Cost for Material Inspection and Testing:	\$240,192.00

TOTAL COST FOR GEOTECHNICAL, MATERIAL INSPECTION AND TESTING

Total Cost for Earthwork:	\$100,645.00
Total Cost for Material Inspection and Testing:	\$240,192.00
Total Cost for Grading, Material Inspection and Testing:	\$340,837.00

Notes: This cost estimate is based on the preliminary construction schedule and understanding the project, but may not reflect actual construction schedules and sequences. This is only an estimate. Our services will be provided based on time and material in accordance with our proposal.

 7/10/14

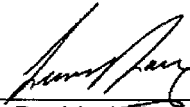
CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **December 10, 2014**

Agenda Item No. 40

FROM:



Dr. Linda L. Lacy
President/Superintendent

REVIEWED BY:



Dr. David El Fattal
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. 2 to the Master Independent Consultant Agreement with The Converse Professional Group, DBA Converse Consultants for the New CIS/Math Building

ACTION

It is recommended that the Board of Trustees approve Project Assignment Agreement No. 2 to the Master Independent Consultant Agreement with The Converse Professional Group, DBA Converse Consultants for the New CIS/Math Building.

FISCAL IMPACT

The total contract sum shall be for the amount not-to-exceed \$340,837; this amount will be funded from the GO Bond. Converse Consultants is headquartered in Monrovia, CA.

REPORT SUMMARY

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

PROJECT ASSIGNMENT AGREEMENT NO. 2 TO THE MASTER INDEPENDENT CONSULTANT AGREEMENT FOR THE NEW CIS/MATH BUILDING THE CONVERSE PROFESSIONAL GROUP DBA CONVERSE CONSULTANTS

Requested by: Mr. David C. Moore, Director of Physical Plant and Construction Services

Purpose: On November 12, 2014 Cerritos College entered into a Master Independent Consultant Agreement ("Master Agreement") with The Converse Professional Group, DBA Converse Consultants for the purpose of creating a qualified pool of geotechnical engineering, materials testing, and special inspection services firms for campus projects pursuant to Request for Qualifications (RFQ) No. 14P002, Geotechnical Engineering, Materials Testing, and Special Inspection Services Pool. The intent of the Master Agreement was that individual Project Assignment Agreements would be drafted for each project on an as-needed basis. Project Assignment Agreements specify the scope of work, project cost estimates, fee to inspection firm, conditions specific to the project, and are governed by the terms and conditions of the Master Agreement.

Project Assignment Agreement No. 2 arises out of Cerritos College's desire to obtain the necessary testing for the CIS/Math Building project funded by GO Bond allocations. The Converse Professional Group, DBA Converse Consultants' services includes, but is not limited to, geotechnical observation and testing, and material inspection and testing, as required.

Period: The time period will be from November 12, 2014 through October 31, 2016.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

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

Draft of Project Assignment Agreement No. 2 to Contract No. 14P010 – The Converse Professional Group, DBA Converse Consultants



Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 3 TO

MASTER INDEPENDENT CONSULTANT AGREEMENT

CONTRACT NO. 14P010

BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT

AND

THE CONVERSE PROFESSIONAL GROUP, DBA CONVERSE CONSULTANTS

DATED NOVEMBER 12, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **10th** day of **December, 2014**, by and between the **Cerritos Community College District** ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **The Converse Professional Group, DBA Converse Consultants** ("Consultant"), incorporated under the laws of the State of California with its principal place of business at 222 East Huntington Drive, Suite 211, Monrovia, CA 91016. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **November 12, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P010** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Geoseismic/geotechnical study for proposed shade structures** as set forth in the Master Agreement and as further described herein.

WHEREAS, this PAA is being executed between the Parties pursuant to Section 26 of the Master Agreement, specifying that this PAA shall be incorporated into and made a part of the Master Agreement.

WHEREAS, the Recitals of the Master Agreement require that each portion of the Project be identified and made a part of the Master Agreement through a PAA executed by both Parties, which identifies the name of the improvement, location, scope of work, Consultant's project number, basis of compensation, and any additional services that will be performed by the Consultant in accordance with the Master Agreement.

NOW, THEREFORE, the Parties agree that the Project shall be completed pursuant to the terms and conditions of the Master Agreement and as further set forth in this PAA as follows:

1. Project Description. Consultant shall provide professional services for the following Project(s):

A. Shade Structures

2. Basic Services. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables.** Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term.** Consultant shall commence providing Services under this PAA on **December 10, 2014**, and will diligently perform as required and complete performance by **October 31, 2016**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

5. **Submittal of Documents.** The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

<u> X </u>	Signed PAA
<u> X </u>	Exhibit "A" – Description of Consultant Services
<u> </u>	Exhibit "B" – Consultant's Hourly Billing Rates <i>(if applicable)</i>
<u> X </u>	Signed Master Agreement <i>(if not previously provided)</i>
<u> X </u>	Workers' Compensation Certification <i>(if not previously provided)</i>
<u> X </u>	Insurance Certificates and Endorsements <i>(if not previously provided)</i>
<u> X </u>	W-9 Form <i>(if not previously provided)</i>
<u> </u>	Other: <u>[Roofing Project Certification (if applicable)]</u>

6. **Consultant's Compensation.** District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed **Twenty-Eight Thousand, Three-Hundred, Fifty and 00/100 Dollars (\$28,350.00)**. District shall pay Consultant according to the following terms and conditions:

A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

1) **Geoseismic/geotechnical study for seven proposed shade structures**

7. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

A. **None**

8. **Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

A. **None**

9. **Assignment.** The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: 1/27, 20 15

Cerritos Community College District

By: [Signature]

Print Name: Dr. David El Fattal

Print Title: VP Business Services

Dated: January 22, 20 15

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

By: [Signature]

Print Name: ~~William Chu~~ SIVA K. SIVATHASAN

Print Title: ~~Senior Vice President~~

Information regarding Consultant:

License No.: GE 2708

Address: 222 E. Huntington Drive, Suite 211

Monrovia, CA 91016

Telephone: 626-930-1200-1275

Facsimile: 626-930-1200

E-Mail: ksivathasan@converseconsultants.com

Type of Business Entity:

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

95-4020122

Employer Identification and/or
Social Security Number

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



Cerritos College

EXHIBIT "A" DESCRIPTION OF CONSULTANT SERVICES

Consultant's entire Proposal is not made part of this PAA

1. Reference Consultant's proposal dated October 21, 2014 (10 pages, with noted District omissions and deletions), attached hereto and made a part of this PAA by this reference.



Converse Consultants

Geotechnical Engineering, Environmental & Groundwater Science, Inspection & Testing Services

October 21, 2014

Mr. Jared Tannen
Project Engineer
Tilden-Coil Constructors
c/o Cerritos Community College
11110 Alondra Boulevard
Norwalk, California 90650-6298

Job Name: SHADE STRUCTURES
New PO#: QYN
PO#: 782 CO#: _____
FUND: 42.1

Notes: 65057
6130

Subject: **PROPOSAL TO PREPARE
GEOSEISMIC / GEOTECHNICAL STUDY REPORT
Proposed Shade Structures at Seven Locations Project**
Cerritos Community College
Norwalk, California
Converse Project No. 14-31-281-00

Dear Mr. Tannen:

Converse Consultants (Converse) has prepared this proposal describing our recommended scope of services and fees to perform geoseismic/geotechnical study for the above-referenced project. The purpose of this study will be to generate a report for design consistent with the current edition of California Building Code (2013), Title 24, Chapter 16; Earthquake Design, Chapter 18A, Foundation and Retaining Wall; Appendix Chapter 33, Excavation and Grading; Part 1' section 4-317 (e) and California Geologic Survey (CGS) Note 48, latest edition.

In preparation of this proposal we conducted the following:

- Reviewed the information transmitted to us on October 2 and 21, 2014
- Conducted a site visit on October 8, 2014

The seven (7) different sites are located within the existing Cerritos Community College and proposed shade structures are planned to be constructed at each location. The plan dimension is not known at this time but is anticipated to be less than 5,000 square feet at each location. No basement is planned at this time.

Converse Consultants has extensive experience providing geotechnical, construction inspection and material testing services for various school districts throughout southern California. Our staff is familiar with the requirements and guidelines established by the various publications and agencies listed above pertaining to school design and constructions.

To meet the district's schedule and provide technically sound, feasible and economical geotechnical recommendations, we have assembled a team of professionals with appropriate qualifications and extensive experience on public schools projects. Our proposed project principal, Mr. William Chu, is a registered Civil and Geotechnical Engineer in California with over 24 years of experience. He has overseen numerous projects and prepared reports for public educational

institutions and essential buildings. He will ascertain that the contents of our report meet the requirements of the jurisdictional agencies.

Our objective will be to ensure that the required quality goals are met, and that all parties are satisfied with the work performance and deliverables rendered.

PROJECT TEAM

Management and Key Personnel

Converse offers Cerritos Community College a qualified staff of professional engineers and geologists with specialized expertise in many areas. Many of Converse's staff are licensed civil and geotechnical engineers and engineering geologists with a strong background in school projects. This expertise will be necessary for the successful accomplishment of the project.

Converse believes that effective organization and management of a project team is the key to the successful accomplishment of stated project objectives. Profiles of the project team members are as follows:

William H. Chu, P.E., G.E., Project Manager - Mr. Chu is a Senior Vice President/Principal Engineer with Converse. He has over 24 years of experience in providing professional services for a variety of geologic and geotechnical investigations involving all aspects of design and construction of various facilities. He will be the designated project manager/principal-in-charge of the project. The project manager will have full management, scheduling, and fiscal responsibilities. He will also be responsible for assuring that the client's needs are met in a responsible manner, that work efforts are fully coordinated and that work performed is of high technical quality.

Mark Schluter, R.G., C.E.G., Senior Geologist - Mr. Schluter is a professional geologist and California-certified engineering geologist. He has over 35 years of experience working in Southern California. He will be responsible for providing the review of geologic and seismic conditions and for supervision of field exploration.

OBJECTIVE OF OUR SCOPE OF WORK

The objectives of the preliminary geoseismic study phase will be to determine general seismicity conditions for the site vicinity, evaluate associated potential geologic hazards including consideration of faulting and liquefaction, determine seismic design parameters for the structures, and establish any conditions that may warrant further more comprehensive study.

The general objectives of the concurrent preliminary geotechnical study phase will be to explore and evaluate soil conditions beneath the site relative to geotechnical feasibility, design and construction considerations.

SCOPE OF SERVICES

Our proposed preliminary study will provide the necessary personnel, equipment, materials to explore the site, conduct laboratory testing, perform geotechnical analyses, and prepare



geological, foundation design, and construction recommendations for the proposed facility. Our scope of work will include the following tasks:

Task I: Project Set-up

As part of the project set-up, staff personnel from our office will conduct the following:

- Coordinate site access with the College Representative.
- Field reconnaissance to map the surface condition, including drainage, flood hazard, etc.
- Stake/mark the boring locations in the field such that drill rig access to all the locations is available.
- Notify underground Service Alert (USA) at least 48-hours prior to drilling to clear the boring locations of any conflict with existing underground utilities.

Task II: Subsurface Exploration

Soil Borings

The field investigation will consist of a preliminary subsurface exploration program consisting of drilling a total of twelve (12) exploratory borings. Two (2) borings at each location (except the location within the existing Aquatic Center) within the proposed shade structure area will be drilled to depths of about 50 and 80 feet below the existing ground surface (bgs) or to refusal, whichever is shallower. Due to the availability of an existing soil report and the Aquatic Center site was recently constructed, the subgrade soils were observed and tested by Converse and had been certified as engineered fills for the proposed shade structures location. Therefore, no borings will be drilled at this site.

The purpose of the field exploration is to:

- Obtain subsurface information at the site.
- Obtain undisturbed and bulk samples of the various soil types for laboratory testing.

Soils will be continuously logged and classified by the geologist/engineer in the field by visual examination in accordance with the Unified Soil Classification System.

Undisturbed ring samples of the subsurface materials will be obtained at five-foot intervals, at changes in soil profiles, or where unusual conditions are encountered. The relatively undisturbed ring samples will be obtained using a Modified California Sampler (2.4 inches inside diameter and 3.0 inches outside diameter) lined with thin-walled sample rings. The sampler will be driven into the bottom of the borehole with successive drops of a 140-pound hammer falling 30 inches. The number of successive drops of the driving weight ("blows") required for one foot of penetration will be shown on the boring summary sheet in the "blow/6-inch" column. The soil will be retained in brass rings (2.4 inches in diameter and one inch in height). The central portion of the sample will be retained and carefully sealed in waterproof plastic containers for shipment to the laboratory. Bulk samples of representative soil types will be collected in plastic bags. Groundwater levels, where encountered in the borings, will be recorded.



After completion of boring within existing paved area, boreholes will be backfilled with soil cuttings and/or patch with Asphalt concrete or cement concrete, if needed.

Standard Penetration Tests (SPTs) will be performed within some of the deeper borings. SPT data will be utilized in evaluating the liquefaction potential and providing design recommendations.

Task III: Laboratory Testing

Soil samples obtained during exploratory drilling will be tested in our laboratory to evaluate their physical characteristics and engineering properties. Laboratory testing may include, but will not necessarily be limited to:

- Moisture-density of in-situ samples.
- Expansion index.
- Ph, chloride, sulfate and minimum electrical resistivity.
- Sieve Analysis and/or hydrometer.
- Atterberg limits.
- Modified Proctor.
- Direct Shear.
- Consolidation/Collapse.
- R-value.

Task IV: Engineering Analyses and Report

Data obtained from the exploratory borings and laboratory-testing program will be evaluated. Engineering analyses will be performed to present foundation design recommendations in a geotechnical investigation report for all seven (7) sites, which will include the following items:

A. Site Condition

1. Description of on-site soils, boring locations, and test methodologies utilized.
2. Groundwater depth.
3. Location relative of flood hazard zone.

B. Faulting and Seismicity

1. Location relative to known earthquake faults.
2. Anticipated ground shaking from earthquakes.
3. Geologic conditions and geologic cross section.
4. Liquefaction characteristics.
5. Other secondary effects from earthquakes.
6. Site co-efficient for soil characteristics relative to CBC 2013 earthquakes forces.



C. Recommendations for Site Preparation

1. Grading.
2. Over excavation and compaction.
3. Subgrade preparation.
4. Structural backfill.
5. Buried utilities and trench backfill.
6. Suitability of on-site soils for regarding or for use as compacted fill.
7. Types of imported fill (if required) for use as compacted fill.
8. Special recommendations for expansive soils or for proposed site work where expansive soils are present.
9. Shrinkage and subsidence.

D. Design Recommendations

1. Foundation types and bearing pressures (shallow footings or piles) with practical and economic considerations, consistent with good engineering requirements.
2. Vertical and lateral pile capacity.
3. Lateral earth pressures and resistance to lateral load.
 - Active Earth Pressures.
 - Passive Earth Pressures.
 - Seismic Lateral Forces for Above Grade.
4. Settlement.
5. Modulus of subgrade reaction.

E. Soil Corrosivity Evaluation

F. Construction Recommendations

1. Temporary excavations.
2. Recommendations for excavation adjacent to existing structures.

PROFESSIONAL FEES

Our consulting services will be provided in accordance with our current agreement with the District. The total cost breakdown for our professional services is presented in the table below:



Table No. 1, Cost of Professional Services

TASK NUMBER		COST
TASK I:	PROJECT SET-UP	\$550.00
TASK II:	SUBSURFACE EXPLORATION (12 soil borings at 6 sites)	\$11,000.00
TASK III:	LABORATORY TESTING	\$12,000.00
TASK IV:	ENGINEERING ANALYSES AND REPORT (one report for all 7 sites)	\$4,800.00
TOTAL (without Percolation Testing):		\$28,350.00

Access to the site is feasible from all the streets for exploration using a standard truck-mounted drill rig. Permission will be needed from the property owners.

Our cost is based on the following assumptions:

- Permits, if required, will be provided at no cost to us.
- All field work will be done in one mobilization.
- Access to the site will be available during normal weekday working hours at no additional cost to us.
- Converse will minimize the impact and disturbance to the existing site conditions. However, some degree of disturbance or damage to existing landscaping may occur by the drill rig access and travel.
- Site owner representative will assist us to clear existing underground utilities at no additional cost to us. Converse will not be responsible for any utility damage due to boring.
- The borings will be backfilled loose with soil cuttings and the surface patched with cold asphalt concrete (if needed). As a result, the surface may settle over time. If construction is delayed, we recommend that the owner monitor the borings and if needed, backfill any settlement or depression that might occur to prevent trip and fall injuries from occurring near the area of potential settlement. We will not be responsible for any marking left by us and USA.
- Converse will contact Underground Service Alert (USA). All existing utilities locations within private property will be provided to us at no additional cost to us. Converse will not be responsible for damaging of the utility lines due to the subsurface exploration. Converse is not responsible to clean up the utility marking for the proposed boring locations.
- No environmental assessment or testing will be performed.
- No percolation testing will be performed.
- Converse will not be responsible to wash and clean the utility markings.



- Five (5) copies of one report for all seven (7) sites and a PDF file of the report will be prepared for the project.
- In-situ percolation testing will be conducted, if requested, for an additional fee of \$2,300.00 for each location.

We will provide our scope of work pertaining to the geotechnical study for an estimated fee of \$28,350.00. We will submit our invoices on a monthly basis. If the field exploration needs to be completed during weekend or after hours, an additional fee of \$6,000.00 will be required.

The above cost estimate and scope of services does not include environmental study of soil and groundwater and any inspection and/or testing services during construction. A separate proposal will be prepared prior to the start of construction when the proposed construction schedule has been forwarded to Converse.

PROPOSED SCHEDULE

After boring locations have been marked, USA requires 48-hour advance notice for utility clearance. We can begin subsurface exploration in four to five working days after receipt of your written authorization to proceed with mobilization of equipment, weather and site conditions permitting. We plan to complete the field exploration in three (3) days. The laboratory testing, engineering analyses, preparation and submission of the report will take approximately five (5) weeks after completion of the field exploration. One report will be prepared. The preliminary data and recommendations can be provided verbally during the course of investigation. If the report will need to be submitted before the above mentioned schedule, an additional fee will be needed to compensate overtime charges for personnel and equipment rental.

CLOSURE

Our findings and recommendations will be prepared in accordance with generally accepted professional engineering and engineering geological principles and practice in this area of Southern California. Unless we hear differently, we will assume that these conditions are acceptable to you.

During the course of this work, we will provide workers' compensation insurance as required by law.

Please sign two copies of the Acceptance of Agreement and Authorization to Proceed at the end of this proposal. Retain one copy of this proposal for your files and return one signed copy to our office to formally authorize our services.

This proposal will expire ninety (90) days from its issuance, if not accepted in that time.

It is understood by both contracting parties that this phase of the project is not subject to prevailing wages as defined in Labor Code Sections 1770-1780. In the event it is later determined that this project is subject to prevailing wages, our fees will be adjusted retroactively to project inception in accordance with Converse's Prevailing Wage Fee Schedule.

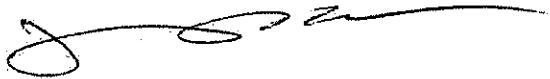


Special billing instructions, including backup documentation requirements, should be mutually agreed upon and indicated herein. Subsequent additions or changes should likewise be mutually agreed upon and submitted in writing with appropriate authorization.

Please do not hesitate to contact the undersigned at (626) 930-1222 if you have any questions or wish to discuss this proposal in greater detail. We appreciate the opportunity to submit this proposal to Cerritos Community College.

Sincerely,

CONVERSE CONSULTANTS



William H. Chu, P.E., G.E.
Senior Vice President/Principal Engineer

Dist.: 1/Addressee (via e-mail)
Encl: Fee Schedule (P2014), General Conditions (GC99-1)

WHC/jjl



Converse Consultants

JOBFILES\12014\31\14-31-281 Cerritos College - Shade Structures\14-31-281-00_pro

FEE SCHEDULE AND GENERAL CONDITIONS



CONVERSE CONSULTANTS

Schedule of Fees

Personnel

Introduction

It is the objective of Converse Consultants to provide its clients with quality professional and technical services and a continuing source of professional advice and opinions. Services will be performed in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. This fee schedule is valid through January 31, 2015.

Hourly Charges for Personnel

Staff assignments will depend on personnel availability, job complexity, project site location and experience level required to satisfy the technical requirements of the project and to meet the prevailing standard of professional care.

Field Technical Services

Construction Inspector – ACI/ICC and/or AWS/CWI certified (concrete, post-tension, masonry, structural steel, fireproofing, includes concrete batch plant and local steel fabrication inspections)	\$73
Non-Destructive Testing Inspector (ultrasonic, magnetic particle, dye penetrant)	80
Construction Inspector/Technician (skidmore, pull testing, torque testing, Schmidt hammer, and pachometer)	80
Coring Technician (including machine and power generator)	90
Soils Technician (soil, base, asphalt concrete, and moisture emission testing)	70
Senior Soils Technician	73
Sample Pick-up	50

Professional Services (Field and Office)

Staff Professional	\$90
Senior Staff Professional	100
Project Professional	125
Project Manager	145
Senior Professional	145
Principal Professional	160
Principals/Consultants	180

Laboratory Testing

Laboratory Technician	\$65
(Unit prices for routine tests quoted upon request; see Geotechnical Laboratory Testing and Materials Testing Services Schedules of Fees)	

Office Support

Clerical/Word Processing	\$65
Drafting	65
CAD Operator/Drafting Manager	65

An overtime charge of 50 percent of the above hourly rates (excluding Professional Services) will be added for time in excess of eight hours per day and for all time on Saturdays, Sundays and holidays. An overtime charge of 100 percent of the above hourly rates (excluding Professional Services) will be charged on Sunday if hours worked was seven continuous eight hours per day in one work week, not counting pay time off within the week. Travel time to and from the job site will be charged at the hourly rates for the appropriate personnel.

Expenses shall be governed by Master Agreement.

- ~~1. Exploration expenses (drilling, trenching, etc.) are charged at cost plus fifteen percent.~~
- ~~2. Travel and subsistence expenses (transportation, room and board, etc.) for individuals on projects requiring travel and/or living 50 miles away from the project site are charged at cost plus fifteen percent.~~
- ~~3. Automobile and truck expenses are charged at cost plus fifteen percent (rentals) or at a rate of fifty-five cents per mile for company-owned vehicles traveling between principal office and project.~~
- ~~4. Other out-of-pocket direct project expenses (aerial photos, long distance telephone calls, permits, outside printing services, tests, etc.) are charged at cost plus fifteen percent.~~

Invoices

1. Invoices will be submitted to the Client on a monthly basis, and a final bill will be submitted upon completion of services.
2. Payment is due upon presentation of invoice and is past due thirty days from invoice date. In the event Client fails to make any payment to Converse when due, Converse may immediately cease work hereunder until said payment, together with a service charge at the rate of eighteen percent per annum (but not exceeding the maximum allowed by law) from the due date, has been received. Further more, Converse may at its sole option and discretion refuse to perform any further work irrespective of payment from Client in the event Client fails to pay Converse for services when said payments are due.
3. Client shall pay attorneys' fees or other costs incurred in collecting any delinquent amount.

General Conditions

The terms and provisions of the Converse General Conditions are incorporated into this fee schedule as though set forth in full. If a copy of the General Conditions does not accompany this fee schedule, Client should request a copy from this office.



Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 1

TO

MASTER INDEPENDENT CONSULTANT AGREEMENT

CONTRACT NO. 14P010

BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT

AND

THE CONVERSE PROFESSIONAL GROUP, DBA CONVERSE CONSULTANTS

DATED NOVEMBER 12, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **10th** day of **December, 2014**, by and between the **Cerritos Community College District** ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **The Converse Professional Group, DBA Converse Consultants** ("Consultant"), incorporated under the laws of the State of California with its principal place of business at 222 East Huntington Drive, Suite 211, Monrovia, CA 91016. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **November 12, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P010** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Geotechnical Observation and Testing, Material Inspection and Testing** as set forth in the Master Agreement and as further described herein.

WHEREAS, this PAA is being executed between the Parties pursuant to Section 26 of the Master Agreement, specifying that this PAA shall be incorporated into and made a part of the Master Agreement.

WHEREAS, the Recitals of the Master Agreement require that each portion of the Project be identified and made a part of the Master Agreement through a PAA executed by both Parties, which identifies the name of the improvement, location, scope of work, Consultant's project number, basis of compensation, and any additional services that will be performed by the Consultant in accordance with the Master Agreement.

NOW, THEREFORE, the Parties agree that the Project shall be completed pursuant to the terms and conditions of the Master Agreement and as further set forth in this PAA as follows:

1. Project Description. Consultant shall provide professional services for the following Project(s):

A. Fine Arts

2. Basic Services. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables.** Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term.** Consultant shall commence providing Services under this PAA on **November 12, 2014**, and will diligently perform as required and complete performance by **October 31, 2016**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

5. **Submittal of Documents.** The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

<u> X </u>	Signed PAA
<u> X </u>	Exhibit "A" – Description of Consultant Services
<u> </u>	Exhibit "B" – Consultant's Hourly Billing Rates <i>(if applicable)</i>
<u> X </u>	Signed Master Agreement <i>(if not previously provided)</i>
<u> X </u>	Workers' Compensation Certification <i>(if not previously provided)</i>
<u> X </u>	Insurance Certificates and Endorsements <i>(if not previously provided)</i>
<u> X </u>	W-9 Form <i>(if not previously provided)</i>
<u> </u>	Other: <u>Roofing Project Certification (if applicable)</u>

6. **Consultant's Compensation.** District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed **Three-Hundred, Six Thousand, Two-Hundred, Seventeen and no/100 Dollars (\$306,217.00)**, billed on a time and materials (T&M) basis. District shall pay Consultant according to the following terms and conditions:

A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

- 1) Geotechnical Observation & Testing, as required
- 2) Material Inspection & Testing, as required

7. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

A. **None**

8. **Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

A. **None**

9. **Assignment.** The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: 1/27, 20 15

Cerritos Community College District

By: [Signature]

Print Name: Dr. David El Fattal

Print Title: VP Business Services

Dated: January 22, 20 15

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

By: [Signature]

Print Name: ~~William Chu~~ SIVA K. SIVATHASAN

Print Title: ~~Senior Vice President~~

Information regarding Consultant:

License No.: GE 2708

Address: 222 E. Huntington Drive, Suite 211

Monrovia, CA 91016

Telephone: 626-930-1200 1275

Facsimile: 626-930-1200

E-Mail: ksivathasan@converseconsultants.com

Type of Business Entity:

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

95-4030122 :

Employer Identification and/or
Social Security Number

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



Cerritos College

EXHIBIT "A" DESCRIPTION OF CONSULTANT SERVICES

Consultant's entire Proposal is **not** made part of this PAA.

1. Reference Consultant's proposal dated June 26, 2014 (2 pages), attached hereto and made a part of this PAA by this reference.

**CONVERSE CONSULTANTS**

222 East Huntington Drive, Suite 211
 Monrovia, CA 91016
 Telephone 626/830-1200
 Fax 626/830-1212

Prevailing Wage Project

Page 1 of 2

Project Name: **Fine Arts Building**
Cerritos College
Cerritos, California

Project No.: **12-31-104-00 (30/40)**
 Date: **08/26/14**
 (Revised)

COST ESTIMATE FOR GEOTECHNICAL OBSERVATION AND TESTING:**EARTHWORK:**

FIELD TESTING SERVICES				
Task	Unit	No. of Unit	Unit Rate (\$)	Cost (\$)
Project kick-off Meeting	hour	4	\$140.00	\$560.00
Sample Pick-up	hour	2	\$50.00	\$100.00
Field technician (pile, soil, aggregate base and asphalt)	hour	800	\$88.00	\$70,400.00
Project manager/engineer	hour	20	\$140.00	\$2,800.00
Subtotal:				\$73,860.00

LABORATORY TESTING SERVICES				
Test	Unit	No. of Unit	Unit Rate (\$)	Cost (\$)
Maximum dry density test (soil)	test	2	\$120.00	\$240.00
Maximum dry density test (aggregate base)	test	1	\$125.00	\$125.00
Asphalt concrete Marshall Density	test	1	\$160.00	\$160.00
Subtotal:				\$525.00

OFFICE SERVICES				
Task	Unit	No. of Unit	Unit Rate (\$)	Cost (\$)
Office support	hour	24	\$60.00	\$1,440.00
Project manager	hour	16	\$140.00	\$2,240.00
Principal-in-charge	hour	4	\$150.00	\$600.00
Final verify report	report	1	\$300.00	\$300.00
Subtotal:				\$4,580.00

COST ESTIMATE BREAKDOWN FOR EARTHWORK

Field Testing Services:	\$73,860.00
Laboratory Testing Services:	\$525.00
Office Services:	\$4,580.00
Total Cost for Earthwork:	\$78,965.00

Notes: This cost estimate is based on the preliminary construction schedule and understanding the project, but may not reflect actual construction schedules and sequences. This is only an estimate. Our services will be provided based on time and material in accordance with our proposal.

Job Name: Fine Arts
 New PO#: 01N
 PO#: TSD CO#: _____
 FUND: 42.1

Notes: 65040
6220

**CONVERSE CONSULTANTS**

222 East Huntington Drive, Suite 211
 Monrovia, CA 91016
 Telephone 626/930-1200
 Fax 626/930-1212

Prevailing Wage Project

Page 2 of 2

Project Name: Fine Arts Building
 Cerritos College
 Cerritos, California

Project No.: 12-31-104-00 (30/40)
Date: 06/26/14
 (Revised)

COST ESTIMATE FOR MATERIAL INSPECTION AND TESTING:**MATERIAL INSPECTION AND TESTING:**

FIELD TESTING SERVICES				
Task	Unit	No. of Unit	Unit Rate (\$)	Cost (\$)
Sample pick-up	hour	60	\$50.00	\$3,000.00
Special Inspector/Material ID and Sampling	hour	16	\$86.00	\$1,376.00
Special Inspector/Steel (field or shop within 50 miles from the project site)	hour	880	\$86.00	\$75,680.00
Special Inspector/pull or torque testing or NDT	hour	60	\$90.00	\$5,400.00
ACI Technicians	hour	880	\$86.00	\$75,680.00
ACI Technicians (batch plant)	hour	600	\$86.00	\$51,600.00
Subtotal:				\$212,736.00

LABORATORY TESTING SERVICES				
Task	Unit	No. of Unit	Unit Rate (\$)	Cost (\$)
Rebar bend and tensile	sample	48	\$85.00	\$4,080.00
High strength bolts	sample	8	\$260.00	\$2,080.00
Compression strength/concrete	cylinder	84	\$24.00	\$2,016.00
Subtotal:				\$8,176.00

OFFICE SERVICES				
Task	Unit	No. of Unit	Unit Rate (\$)	Cost (\$)
Office support	hour	24	\$60.00	\$1,440.00
Project manager/engineer	hour	20	\$140.00	\$2,800.00
Principal-in-charge	hour	6	\$150.00	\$900.00
Final verify report (lab, steel, batch, etc.)	report	4	\$300.00	\$1,200.00
Subtotal:				\$6,340.00

COST ESTIMATE BREAKDOWN FOR MATERIAL INSPECTION AND TESTING

Field Testing Services:	\$212,736.00
Laboratory Testing Services:	\$8,176.00
Office Services:	\$6,340.00
Total Cost for Material Inspection and Testing:	\$227,252.00

TOTAL COST FOR GEOTECHNICAL, MATERIAL INSPECTION AND TESTING

Total Cost for Earthwork:	\$78,965.00
Total Cost for Material Inspection and Testing:	\$227,252.00
Total Cost for Grading, Material Inspection and Testing:	\$306,217.00

Notes: This cost estimate is based on the preliminary construction schedule and understanding the project, but may not reflect actual construction schedules and sequences. This is only an estimate. Our services will be provided based on time and material in accordance with our proposal.

Da 7/10/14

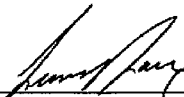
CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **December 10, 2014**

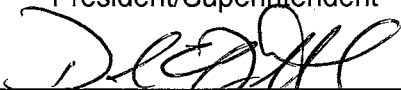
Agenda Item No. 41

FROM:


Dr. Linda L. Lacy

President/Superintendent

REVIEWED BY:


Dr. David El Fattal

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. 1 to the Master Independent Consultant Agreement with The Converse Professional Group, DBA Converse Consultants for the New Fine Arts Building
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ACTION

It is recommended that the Board of Trustees approve Project Assignment Agreement No. 1 to the Master Independent Consultant Agreement with The Converse Professional Group, DBA Converse Consultants for the New Fine Arts Building.

FISCAL IMPACT

The total contract sum shall be for the amount not-to-exceed \$306,217; this amount will be funded from the GO Bond. Converse Consultants is headquartered in Monrovia, CA.

REPORT SUMMARY

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

PROJECT ASSIGNMENT AGREEMENT NO. 1 TO THE MASTER INDEPENDENT CONSULTANT AGREEMENT FOR THE NEW FINE ARTS BUILDING THE CONVERSE PROFESSIONAL GROUP DBA CONVERSE CONSULTANTS

Requested by: Mr. David C. Moore, Director of Physical Plant and Construction Services

Purpose: On November 12, 2014 Cerritos College entered into a Master Independent Consultant Agreement ("Master Agreement") with The Converse Professional Group, DBA Converse Consultants for the purpose of creating a qualified pool of geotechnical engineering, materials testing, and special inspection services firms for campus projects pursuant to Request for Qualifications (RFQ) No. 14P002, Geotechnical Engineering, Materials Testing, and Special Inspection Services Pool. The intent of the Master Agreement was that individual Project Assignment Agreements would be drafted for each project on an as-needed basis. Project Assignment Agreements specify the scope of work, project cost estimates, fee to inspection firm, conditions specific to the project, and are governed by the terms and conditions of the Master Agreement.

Project Assignment Agreement No. 1 arises out of Cerritos College's desire to obtain the necessary testing services for the Fine Arts Building project funded by GO Bond allocations. The Converse Professional Group, DBA Converse Consultants' services includes, but is not limited to, geotechnical observation and testing, and material inspection and testing, as required.

Period: The time period will be from November 12, 2014 through October 31, 2016.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

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

Draft of Project Assignment Agreement No. 1 to Contract No. 14P010 – The Converse Professional Group, DBA Converse Consultants



MASTER INDEPENDENT CONSULTANT AGREEMENT

FOR PROFESSIONAL SERVICES

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

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

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

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

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

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

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

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

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

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

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

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

8. Performance of Services.

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

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

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

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

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

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

12. Termination.

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

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

12.2. Note Used.

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

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

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

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

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

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

14. **Insurance.**

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

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

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

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

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

If to District:

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

If to Consultant:

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

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

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

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

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

[SIGNATURES ON NEXT PAGE]

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

Dated: December 23, 2014

Cerritos Community College District

By:

Print Name: DR. David EL Fattal

Print Title: Vice President of Business Services

Dated: December 1, 2014

The Converse Professional Group, DBA
Converse Consultants

By:

Print Name: Siva K. Sivathasan

Print Title: Vice President

Information regarding Consultant:

License No.: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail: _____

Type of Business Entity:

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

Employer Identification and/or
Social Security Number

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



Cerritos College

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

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

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

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

Date: _____

Name of Consultant: _____

Signature: _____

Print Name and Title: _____

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

WORKER'S COMPENSATION CERTIFICATION



Cerritos College

EXHIBIT "A"

Statement of Work and Technical Specifications

1. Task Description.

A. Geotechnical Engineering Services:

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

B. Material Testing and Special Inspection Services:

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

2. Constraints on the Firm

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

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

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

4. Test & Inspection Firm Responsibilities.

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

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

6. Evaluation of Contractor Performance.

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

EXHIBIT A

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

7. Reporting Requirements and Procedures.

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

8. Prevailing Wages.

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

9. Evaluation Criteria.

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

EXHIBIT "A"

EXHIBIT "A"

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **September 16, 2015**

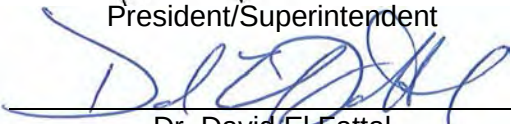
Agenda Item No. 16

FROM:



Dr. Jose Fierro
President/Superintendent

REVIEWED BY:



Dr. David El Fattal
Vice President of Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director of Purchasing
and Contract Administration

SUBJECT: Consideration of Approval of Contract with Venea Meyer-Everhart for Grant Implementation and Program Development for the ACT-On Retail Management Careers Consortium Grant

ACTION

It is recommended that the Board of Trustees approve the renewal of contract with Venea Meyer-Everhart for Grant Implementation and Program Developments for the ACT-On Retail Management Careers Consortium Grant.

FISCAL IMPACT

Cerritos College will receive funding in the amount of \$72,000 to pay for the below consulting services; funding is made possible through the ACT-On Retail Management Project grant through the Trade Adjustment Assistance Community College and Career Training (TAACCCT) Grants Program from the U.S. Department of Labor (DOL).

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

VENEA MEYER-EVERHART

GRANT IMPLEMENTATION AND PROGRAM DEVELOPMENT FOR THE ACT-ON RETAIL MANAGEMENT CAREERS CONSORTIUM

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

Purpose: The ACT-On Retail Management Careers Consortium is a multi-state collaborative involving four community colleges, the Employment Department/Trade Act (OED/TAA) of Alaska, California, Oregon and Texas as well as employers and community partners, united by a core belief that postsecondary credentials are the gateway to jobs with family-supporting wages and the foundation of the nation's future economic success. The purpose of this consortium project is to increase attainment of degrees, certificates, and other industry-recognized credentials and better prepare unemployed/underemployed workers for high-wage,

high-skill employment through the provision of high quality accelerated training and related educational support.

Cerritos College requests to contract with Venea Meyer-Everhart (“Consultant”) for grant implementation and program development for the ACT-On Retail Management Project grant as applicable for the college for the period of October 1, 2015 through September 30, 2016, which is coterminous with the consortium's fiscal year.

The consultant will be responsible for, but not limited to, the following duties: strategically strengthen relationships with employers, public workforce systems and community-based organizations to improve labor market projections, enhance certifications, enhance credentials and curriculum, recruit new students, retain the advance skilled and knowledgeable incumbent workers, increase public awareness of diverse careers in retail management, perform all project management duties in support of the grant lead institution and coordinate with consortium members as-needed, establish and implement procedures and controls for managing and monitoring project progress, prepare all required reports and submit to grant lead institution and DOL, provide and disseminate information to the college, community stakeholders, and consortium members, provide technical assistance, serve as coordinator for comprehensive student outreach and identification for recruitment and enrollment, serve as principal liaison with the retail industry and businesses in the state, represent the program/project and prepare and deliver public presentations, develop and maintain relationships with industry partners, provide logistical support, assist in the development of databases, tabulate statistics and compile reports.

The consultant will be paid on a time and materials basis at the hourly rate of \$46 per hour for a maximum of 35 hours per week, for the Not-to-Exceed contract amount of \$72,000, as approved by the Dean of Academic Affairs.

Period: The time period will be from October 1, 2015 through September 30, 2016.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

Draft of Contract No. 15C0040, Independent Contractor Services Agreement

Draft of Exhibit B to Contract No. 15C0040 - SOW



INDEPENDENT CONTRACTOR SERVICES AGREEMENT

Contract No. 15C0040

PARTIES AND DATE

This Agreement is made and entered into this 1st day of **October, 2015**, 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 **Venea Meyer-Everhart** ("CONTRACTOR"), an individual, residing at 141 30th Street, Hermosa, CA 90254. 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 **Strengthen Employer Partnerships and Increase Awareness for the ACT-On Retail Management Careers Consortium Project**; and

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

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

NOW THEREFORE, the Parties agree as follows:

1.0 SCOPE OF WORK – SERVICES TO BE PROVIDED BY CONTRACTOR

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

1.1.1 ACT-On Retail Management Careers Consortium Grant Implementation and Program Development services, to include, but not limited to strategically strengthening relationships with employers, public workforce systems, community-based organizations, and increase public awareness of careers in retail management of the ACT-On Retail Management Grant, per Scope of Work (6 pages), attached hereto and incorporated into this Agreement by this reference as "Exhibit B"

1.2 CONTRACTOR shall furnish all labor, materials, equipment, supplies, and other items necessary to complete the services under this AGREEMENT at CONTRACTOR'S own expense, except as follows: workspace during normal business hours, access to on campus data and telephone services. CONTRACTOR shall **Strengthen Employer Partnerships and Increase Awareness for the ACT-On Retail Management Careers Consortium** in accordance with this Agreement, current and generally accepted principles and practices of CONTRACTOR'S profession, and all applicable local, state and federal laws, rules and regulations.

2.0 TERM

2.1 The term of this Agreement shall begin on **October 1, 2015**, and end on **September 30, 2016**, unless earlier terminated in Section 7 of this Agreement or unless the Agreement is renewed or extended by execution of a "Cerritos Community College District Contract Amendment Form" attached hereto as Exhibit "A" and incorporated herein by this reference ("Contract Amendment Form"). CONTRACTOR shall complete the services to **Strengthen Employer Partnerships and Increase Awareness for the ACT-On Retail Management Careers Consortium** within the term of this Agreement. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement

3.0 SERVICE FEES, EXPENSES, AND INVOICING

3.1.1 Service Fees. DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement a **rate of \$46.00 dollars per hour, for a maximum of 35 hours per week**, subject to the **total Not-to-Exceed amount of SEVENTY TWO THOUSAND AND 00/100 dollars (\$72,000.00)**, billed on a time and materials (T&M) basis.

3.2 Expenses. In addition to the service fees set forth above, DISTRICT shall reimburse CONTRACTOR for only actual out-of-pocket expenses incurred in the performance of the Agreement provided that (i) CONTRACTOR submits an itemized list with copies of paid invoices, receipts or other proof of payment of such expenses, and (iii) such expenses are pre-approved by the District Representative, as evidenced by the written approval of CONTRACTOR'S invoice requesting such reimbursement. DISTRICT shall reimburse CONTRACTOR for pre-approved mileage at the rate allowed by IRS regulation in effect on service date incurred. CONTRACTOR is responsible for all other operating expenses, overhead and administrative costs, which shall be deemed included in CONTRACTOR'S hourly rate

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

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

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

4.0 RESPONSIBILITIES OF CONTRACTOR

4.1 Services and work performed under this Agreement shall be performed by CONTRACTOR and/or under her supervision. CONTRACTOR will determine the means, method and details of performing the services subject to the requirements of this Agreement. DISTRICT retains CONTRACTOR on an independent contractor basis and CONTRACTOR is not an employee, agent or representative of DISTRICT. CONTRACTOR retains the right to perform similar or different services for others during the term of this Agreement. CONTRACTOR understands and agrees that CONTRACTOR'S employees shall not be considered officers, employees or agents of DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of DISTRICT, including, but not limited to, State Unemployment Compensation, Workers' Compensation insurance. CONTRACTOR assumes the full responsibility for CONTRACTOR'S acts or liabilities including those of CONTRACTOR'S employees or agents as they relate to the services performed under this Agreement. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes, with respect to CONTRACTOR'S employees. The DISTRICT will not withhold taxes for CONTRACTOR or CONTRACTOR'S employees or independent subcontractors.

CONTRACTOR agrees to indemnify, defend and hold DISTRICT harmless from and against any and all liability arising from any failure of CONTRACTOR to pay or withhold any applicable tax when due.

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

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

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

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

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

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

4.8 CONTRACTOR'S REPRESENTATIVE. The CONTRACTOR hereby designates **Venea Meyer-Everhart** for the performance of this Agreement ("CONTRACTOR'S Representative"). CONTRACTOR'S Representative shall have full authority to represent and act on behalf of the CONTRACTOR for all purposes under this Agreement. The CONTRACTOR'S Representative shall supervise and direct all services under this Agreement, using [his or her] best skill and attention, and shall be responsible for all

means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of all services under this Agreement.

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

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

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

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

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

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

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

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

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

5.0 INDEMNIFICATION.

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

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

6.0 INSURANCE.

6.1 CONTRACTOR shall not commence work under this Agreement until she has provided evidence satisfactory to DISTRICT that she has secured all insurance required under this section. CONTRACTOR agrees to maintain, during the performance of all services under this Agreement, and for period of not less than one year following the expiration of this Agreement, at her sole expense, the following insurance coverages with limits of not less than those designated below:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7.0 TERMINATION OF AGREEMENT

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

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

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

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

9.0 CONFLICT OF INTEREST. CONTRACTOR shall not hire any officer or employee of the DISTRICT to perform any service covered by this Agreement. CONTRACTOR affirms that to the best of CONTRACTOR'S knowledge there exists no actual or potential conflict between CONTRACTOR'S family, business, or financial interests and the services provided under this Agreement, and in the event of change in either private interests or service under this Agreement, any question regarding possible conflict of interest which may rise as a result of such change will be raised with DISTRICT. CONTRACTOR shall not be in a reporting relationship to a DISTRICT employee who is a near relative, nor shall the near relative be in a decision-making position with respect to CONTRACTOR.

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

11.0 OWNERSHIP OF MATERIALS/CONFIDENTIALITY.

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

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

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

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

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

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

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

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

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

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

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

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

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

14.0 DELAYS.

14.1 Delay, nondelivery, or any other failure to perform shall not be excused, unless it arises as a result of unforeseeable causes beyond the control and without the fault or negligence of CONTRACTOR and CONTRACTOR **gives notice to DISTRICT within 24 hours** of both the delay or nondelivery and the cause thereof and exerts reasonable efforts to mitigate the effect of same on DISTRICT to cause a

complete cure of the failure in no less than five (5) working days. Delays caused by matters outside of CONTRACTOR'S control shall be excusable, and CONTRACTOR waives any other claims or entitlement for fees or compensation based on extended delays or absences hereunder

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

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

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

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

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

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

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

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

19.0 CONSTRUCTION; REFERENCES; CAPTIONS. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not business days unless otherwise specified in this Agreement. All references to CONTRACTOR include all personnel, employees, agents, and subcontractors of CONTRACTOR, except as otherwise specified in this Agreement. All references to DISTRICT include its elected officials, officers, employees, agents, and volunteers except as otherwise

specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

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

CERRITOS COMMUNITY COLLEGE DISTRICT:

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

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

Fax: (562) 467-5020

CONTRACTOR:

Representative: _____
(Name & Title)

Tel: _____

For Notices: _____

Fax: _____

[SIGNATURES ON THE FOLLOWING PAGE]

DRAFT

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

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

CERRITOS COMMUNITY COLLEGE DISTRICT:

CONTRACTOR:

By: _____
Signature

By: _____
Signature

Typed or Printed Name, & Title

Typed or Printed Name, & Title

Tax Identification Number (EIN)

Date: _____

Date: _____

DRAFT

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **September 16, 2015**

Agenda Item No. 17

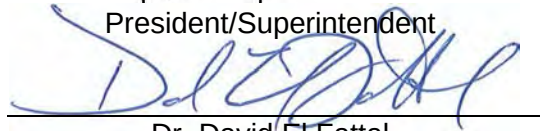
FROM:



Dr. Jose Fierro

President/Superintendent

REVIEWED BY:



Dr. David El Fattal

Vice President of Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director of Purchasing
and Contract Administration

SUBJECT: Consideration of Approval of Contract with Randal Morales for Grant Implementation and Program Development for the ACT-On Retail Management Careers Consortium Grant

ACTION

It is recommended that the Board of Trustees approve the renewal of contract with Randal Morales for Grant Implementation and Program Developments for the ACT-On Retail Management Careers Consortium Grant.

FISCAL IMPACT

Cerritos College will receive funding in the amount of \$80,000.00 to pay for the below consulting services; funding is made possible through the ACT-On Retail Management Project grant through the Trade Adjustment Assistance Community College and Career Training (TAACCCT) Grants Program from the U.S. Department of Labor (DOL).

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

RANDAL MORALES

GRANT IMPLEMENTATION AND PROGRAM DEVELOPMENT FOR THE ACT-ON RETAIL MANAGEMENT CAREERS CONSORTIUM

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

Purpose: The ACT-On Retail Management Careers Consortium is a multi-state collaborative involving four community colleges, the Employment Department/Trade Act (OED/TAA) of Alaska, California, Oregon and Texas as well as employers and community partners, united by a core belief that postsecondary credentials are the gateway to jobs with family-supporting wages and the foundation of the nation's future economic success. The purpose of this consortium project is to increase attainment of degrees, certificates, and other industry-recognized credentials and better prepare unemployed/underemployed workers for high-wage, high-skill employment through the provision of high quality accelerated training and related educational support.

Cerritos College requests to contract with Randal Morales (“Consultant”) for grant implementation and program development for the ACT-On Retail Management Project grant as applicable for the college for the period of October 1, 2015 through September 30, 2016, which is coterminous with the consortium’s fiscal year.

The consultant will be responsible for, but not limited to, the following duties: Perform all project management duties in support of the grant lead institution and coordinate with consortium members as-needed, establish and implement procedures and controls for managing and monitoring project progress, budget management, compliance and expenditures, ensure the project is operating on time and on budget with established procedures, oversee and manage fiscal responsibilities associated with the project, prepare all required reports and submit to grant lead institution and DOL, serve as principal coordinator for comprehensive student outreach and identification for recruitment and enrollment, serve as principal liaison with the retail industry and businesses in the state, represent the program/project and prepare and deliver public presentations, develop and maintain relationships with industry partners, provide logistical support, assist in the development of databases, tabulate statistics and compile reports.

The consultant will be paid on a time and materials basis at the hourly rate of \$50.00 per hour for a maximum of 35 hours per week, for the Not-to-Exceed contract amount of \$80,000, as approved by the Dean of Academic Affairs.

Period: The time period will be from October 1, 2015 through September 30, 2016.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

Draft of Contract No. 15C0039, Independent Contractor Services Agreement
Draft of Exhibit B to Contract No. 15C0039 - SOW



PARTIES AND DATE

This Agreement is made and entered into this 1st day of **October, 2015**, 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 **Randal Morales** ("CONTRACTOR"), an individual, residing at 1218 N. Astra Drive, Rosemead, CA 91770. 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 **Grant Implementation and Program Development Services for the ACT-On Retail Management Careers Consortium Project**; and

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

WHEREAS, CONTRACTOR represents that he 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 ACT-On Retail Management Careers Consortium Grant Implementation and Program Development services, to include, but not limited to plan, design, implement and evaluation of project activities, including grant deliverables, budget, accountability and compliance, per Scope of Work (12 pages), attached hereto and incorporated into this Agreement by this reference as "Exhibit B".

1.2 CONTRACTOR shall furnish all labor, materials, equipment, supplies, and other items necessary to complete the services under this AGREEMENT at CONTRACTOR'S own expense, except as follows: workspace during normal business hours, access to on campus data and telephone services, and other materials and/or equipment as approved by District's Representative. CONTRACTOR shall perform **Grant Implementation and Program Development Services for the ACT-On Retail Management Careers Consortium Project** in accordance with this Agreement, current and generally accepted principles and practices of CONTRACTOR'S profession, and all applicable local, state and federal laws, rules and regulations.

2.0 TERM

2.1 The term of this Agreement shall begin on **October 1, 2015**, and end on **September 30, 2016**, unless earlier terminated in Section 7 of this Agreement or unless the Agreement is renewed or extended by execution of a "Cerritos Community College District Contract Amendment Form" attached hereto as Exhibit "A" and incorporated herein by this reference ("Contract Amendment Form"). CONTRACTOR shall complete the services within the term of this Agreement. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement

3.0 SERVICE FEES, EXPENSES, AND INVOICING

3.1 Service Fees. DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement a **rate of \$50.00 dollars per hour, for a maximum of 35 hours per week**, subject to the **total Not-to-Exceed amount of EIGHTY THOUSAND AND 00/100 dollars (\$80,000.00)**, billed on a time and materials (T&M) basis.

3.2 Expenses. In addition to the service fees set forth above, DISTRICT shall reimburse CONTRACTOR for only actual out-of-pocket expenses incurred in the performance of the Agreement provided that (i) CONTRACTOR submits an itemized list with copies of paid invoices, receipts or other proof of payment of such expenses, and (iii) such expenses are pre-approved by the District Representative, as evidenced by the written approval of CONTRACTOR'S invoice requesting such reimbursement. DISTRICT shall reimburse CONTRACTOR for pre-approved mileage at the rate allowed by IRS regulation in effect on service date incurred. CONTRACTOR is responsible for all other operating expenses, overhead and administrative costs, which shall be deemed included in CONTRACTOR'S hourly rate.

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

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

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

4.0 RESPONSIBILITIES OF CONTRACTOR

4.1 Services and work performed under this Agreement shall be performed by CONTRACTOR and/or under his 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 his 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 he has the professional and technical personnel required to perform the services under this Agreement in conformance with such conditions. In order to facilitate CONTRACTOR'S conformance with the Schedule, DISTRICT shall respond to CONTRACTOR'S submittals in a timely manner. Upon the DISTRICT'S request, CONTRACTOR shall provide a more detailed schedule of anticipated performance to meet the relevant Schedule of Services.

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

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

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

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

4.10 CONTRACTOR shall perform all services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. CONTRACTOR represents and maintains that he is skilled in the professional calling necessary to perform services under this Agreement. CONTRACTOR warrants that all employees and subcontractors shall have sufficient skill and experience to perform the services assigned to them. Finally, CONTRACTOR represents that his 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 his 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 his subcontractor who is determined by the DISTRICT to be uncooperative, incompetent, a threat to the adequate or timely completion of services under this Agreement, a threat to the safety of persons or property, or any employee who fails or refuses to perform such services in a manner acceptable to the DISTRICT, shall be promptly removed from work by the CONTRACTOR and shall not be re-employed to perform any services or work under this Agreement.

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

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

4.13 By executing this Agreement, CONTRACTOR verifies that he 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 he has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. CONTRACTOR shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. CONTRACTOR shall maintain records of each such verification, and shall make them available to the DISTRICT or its representatives for inspection and copy at any time during normal business hours. The DISTRICT shall not be responsible for any costs or expenses related to CONTRACTOR'S compliance with the requirements provided for in Section 4.0 or any of its sub-sections.

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

4.15 Each person executing this Agreement on behalf of CONTRACTOR verifies that they are a duly authorized officer of CONTRACTOR, and understands that any of the following shall be grounds for the DISTRICT to terminate the Agreement for cause: (1) failure of CONTRACTOR or his subcontractors to

meet any of the requirements provided for in Sections 4.13 or 4.14; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the CONTRACTOR under Section 4.14); or (3) failure to immediately remove from work any person found not to be in compliance with such requirements.

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

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

5.0 INDEMNIFICATION.

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

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

6.0 INSURANCE.

6.1 CONTRACTOR shall not commence work under this Agreement until he has provided evidence satisfactory to DISTRICT that he 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 his sole expense, the following insurance coverages with limits of not less than those designated below:

(a) **Minimum Requirements.** CONTRACTOR shall, at his 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, his agents, representatives, employees or subcontractors. CONTRACTOR shall also require all of his subcontractors

to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7.0 TERMINATION OF AGREEMENT

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

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

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

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

9.0 CONFLICT OF INTEREST. CONTRACTOR shall not hire any officer or employee of the DISTRICT to perform any service covered by this Agreement. CONTRACTOR affirms that to the best of CONTRACTOR'S knowledge there exists no actual or potential conflict between CONTRACTOR'S family, business, or financial interests and the services provided under this Agreement, and in the event of change in either private interests or service under this Agreement, any question regarding possible conflict of interest which may rise as a result of such change will be raised with DISTRICT. CONTRACTOR shall not be in a reporting relationship to a DISTRICT employee who is a near relative, nor shall the near relative be in a decision-making position with respect to CONTRACTOR.

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

11.0 OWNERSHIP OF MATERIALS/CONFIDENTIALITY.

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

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

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

11.4 Right to Use. DISTRICT shall not be limited in any way in its use or reuse of Documents and Data or any part of thereof at any time for purposes of any project or services under this Agreement, provided that any such use not within the purposes intended by this Agreement or on a project or service other than any project or service under this Agreement without employing the services of CONTRACTOR shall be at DISTRICT'S sole risk. If DISTRICT uses or reuses the Documents & Data on any project or service other than a project or service under this Agreement, it shall remove the CONTRACTOR'S seal from the Documents & Data and indemnify and hold harmless CONTRACTOR and his 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 his Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the DISTRICT upon completion, suspension, abandonment or termination. CONTRACTOR shall not be responsible or liable for any revisions to the Documents & Data made by any party other than CONTRACTOR, a party for whom the CONTRACTOR is legally responsible or liable, or anyone approved by the CONTRACTOR.

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

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

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

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

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

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

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

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

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

14.0 DELAYS.

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

14.2 If at any time CONTRACTOR becomes aware of circumstances that may cause a delay, CONTRACTOR shall immediately give written notice of such circumstances to the DISTRICT and shall immediately take action to remedy the situation. If CONTRACTOR does not remedy the situation within a

reasonable time, the DISTRICT shall have the right, directly or through CONTRACTOR, to investigate and institute action at CONTRACTOR'S expense, to prevent or mitigate any delay.

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

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

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

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

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

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

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

19.0 CONSTRUCTION; REFERENCES; CAPTIONS. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not business days unless otherwise specified in this Agreement. All references to CONTRACTOR include all personnel, employees, agents, and subcontractors of CONTRACTOR, except as otherwise specified in this Agreement. All references to DISTRICT include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

20.0 AMENDMENT; MODIFICATION. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties pursuant to a Contract Amendment Form, Exhibit "A", attached hereto and incorporated herein by this reference. DISTRICT may modify the form of the Contract Amendment Form in its sole discretion at any time prior to execution.

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

CERRITOS COMMUNITY COLLEGE DISTRICT:

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

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

Fax: (562) 467-5020

CONTRACTOR:

Representative: _____
(Name & Title)
Tel: _____

For Notices: _____

Fax: _____

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

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

CERRITOS COMMUNITY COLLEGE DISTRICT:

CONTRACTOR:

By: _____
Signature

By: _____
Signature

Typed or Printed Name, & Title

Typed or Printed Name, & Title

Tax Identification Number (EIN)

Date: _____

Date: _____

DRAFT

SCOPE OF WORK

EXHIBIT “B”

Contract No. 15C0039

Introduction and General Information

The ACT-On Retail Management Careers Consortium is a multi-state collaborative involving four community colleges, the Employment Department/Trade Act (OED/TAA) of Alaska, California, Oregon, and Texas, employers, and community partners united by a core belief that postsecondary credentials are the gateway to jobs with family-supporting wages and the foundation of the nation’s future economic success. Funded through the Trade Adjustment Assistance Community College and Career Training (TAACCCT) Grants Program from the U.S. Department of Labor (DOL), the ACT-On Consortium will address Core Elements for TAACCCT Projects, which include:

- Evidence-Based Design;
- Stacked and Latticed Credentials;
- Online and Technology-Enabled Learning;
- Transferability and Articulation; and
- Strategic Alignment.

The ACT-On Consortium will increase postsecondary certificate attainment and job placement in demand occupations for 2,600 participants including TAA-eligible and other unemployed and underemployed workers through implementation of eight strategies fully aligned with TAACCCT Core Elements.

Task Description

The contractor will be responsible for Grant Implementation and Program Development focusing on the eight strategies. Planned strategies include:

Strategy 1: Create comprehensive data-collection and analysis system to accurately assess program design and employment outcomes, and provide relevant and timely information for continuous improvement.

Strategy 2: Streamline and accelerate retail management credentials and college level instruction.

Strategy 3: Expand use of Prior Learning Assessments (PLA) to accelerate education and training for experienced students.

Strategy 4: Create and align on-line curriculum that builds on core competencies.

Strategy 5: Provide on-line curriculum and instructor training to meet growing demand.

Strategy 6: Enhance transferability and articulation options to fortify the Retail Management career and education pathway.

Strategy 7: Strategically strengthen relationships with employers, public workforce systems and community-based organizations to improve labor market projections, enhance certifications, credentials and curriculum, recruit new students, and retain and advance skilled and knowledgeable incumbent workers.

Strategy 8: Increase public awareness of rewarding and diverse careers in retail management.

Project Oversight: Perform all project management duties in support of the grant lead institution (Tyler Junior College in Texas) and coordinate as needed with consortium members (Cerritos College in California, Clackamas Community College in Oregon, and UAA Community & Technical College) in the ACT-On Retail Management Careers project

(TAACCCT grant). Establish and implement procedures and controls for managing and monitoring project progress, budget management, compliance and expenditures. Ensure the co-grantee project is operating on time and on budget with established procedures. Prepare all required reports, including monthly, quarterly, and annual performance reports and submit to the grant lead institution, and the Department of Labor, as necessary.

Provide information to college and community stakeholders and consortium members to aid in decision-making and ensure acceptance and integration of project activities. Disseminate information to the college, community, consortium members, and grant director regarding activity elements and achievement of activity objectives and project outcomes. Provide technical assistance in implementation of changes; redesign systems and administrative procedures as required and train staff in new systems and procedures. Obtain prior approval for any needed changes in scope, personnel and/or activity objectives. Oversee and manage fiscal responsibilities associated with project. Negotiate with vendors and perform pre-approval, approval, and procurement for all grant expenditures. Review and recommend revisions in co-grantee budgets. Supervise grant funded staff and personnel matters, including hiring, evaluation and development of project staff. Monitor best practices in project activity areas to ensure maximum benefit from the use of federal funds.

Project Coordination: Serve as principal coordinator for comprehensive student outreach and identification for recruitment and enrollment into the program of study. Serve as key resource on program/project activities; provide consultation on the specialized services of the project and/or program.

Serve as principal liaison with the retail industry and businesses in the state, including local/regional WIBs, TAA representatives, Rapid Response Teams, One-Stop Shops, etc. Represent program/project on organizational or advisory committees; make promotional contact with news media and civic organizations; Speak before interested agencies and groups to disseminate information about the project; prepare and deliver public presentations related to program or project activities. Develop and maintain relationship with industry partners and consortium members. Provide logistical support for project activities as needed; plan, develop, and conduct meetings.

Evaluation: In coordination with the other grant funded personnel (academic career coach, data manager, grant manager), assist in development and implementation of the summative and formative project evaluation plan and ensure adequate data gathering processes and reporting. Assist in the development and maintenance of databases for evaluation and monitoring the project according to policy and stated objectives; coordinate and collect project and/or program management statistics and compile them into reports on the program; prepare and submit narrative and statistical reports required by the federal agency and the grant lead institution.

Compliance: Evaluate and monitor project deliverables according to program policy and stated objectives. Provide ongoing consultation to grant lead institution and with consortium members to ensure compliance with state or federal project guidelines; provide assistance in reporting procedures, overall project management, and fiscal control. Keep abreast of regulatory changes and communicate to necessary stakeholders; review all activities and strategies, and determine if any activity falls out of compliance and prepare notifications of non-compliance to appropriate audience.

Grant Activities and Deliverables Timeline

The following charts represent the specific ACT-On activities and deliverables for the contract – statement of work (SOW). The start date and expected end date column indicates our original projections. Some dates have passed but on-going monitoring of processes put in place will be continually conducted.

Progress measures beyond those mandated by the DOL are noted for each item. Additional measures may be included based on discussion and revision by the ACT-On partners throughout the grant period.

Consultant should indicate in the following charts the “Status” as of Quarter End Date for each of the activity areas listed in the ACT-On SOW. Please be reminded that responses are not required for all activities/strategies, etc. by each co-grantee each quarter but consultant will have to integrate our deliverables with other co-grantees of the consortium. The goal is that consortium members collectively are progressing for the identified grant items.

Core Element 1: EVIDENCE BASED DESIGN					
Strategy 1: Create a comprehensive data-collection and analysis system to accurately assess program design and outcomes, and provide relevant and timely information for continuous improvement					
#	Activity	Date	Deliverable	Status	Notes
1.1	Expand institutional capacity to capture student academic info & individual case notes to facilitate tracking	Start: 10/1/2012 End: 9/30/2013	Develop standardized intake form for student data collection	☐ Not Yet Started ☐ Ongoing ☐ Complete ☐ Not Applicable	
		Start: 1/1/2013 End: 9/30/2013	Develop advising and degree tracking reports from initial admission through credential completion	☐ Not Yet Started ☐ Ongoing ☐ Complete ☐ Not Applicable	
		Start: 10/1/2013 End: 9/30/2016	Develop mechanisms to track placement, and job retention through the end of the grant period	☐ Not Yet Started ☐ Ongoing ☐ Complete ☐ Not Applicable	
		Start: 10/1/2012 End: 9/30/2016	Utilize standard institutional outcomes reports (success, persistence, retention)	☐ Not Yet Started ☐ Ongoing ☐ Complete ☐ Not Applicable	
1.2	Expand institutional capacity to assess attainment of competency-based outcomes thru annual review and modification	Start: 1/1/2013 End: 3/31/2013	Revise RMC competencies and develop updated student learning outcomes	☐ Not Yet Started ☐ Ongoing ☐ Complete ☐ Not Applicable	
		Start: 4/1/2013 End: 9/30/2014	Develop appropriately matched assessment for each competency/ student learning outcome	☐ Not Yet Started ☐ Ongoing ☐ Complete ☐ Not Applicable	
		Start: 10/1/2013 End: 9/30/2014	Design course learning materials for business specific courses (5 minimum) within the RMC matched to revalidated and revised RMC	☐ Not Yet Started ☐ Ongoing ☐ Complete ☐ Not Applicable	
		Start: 10/1/2014 End: 9/30/2016	Review and piloting of all developed assessments and learning materials to enable continuous improvement	☐ Not Yet Started ☐ Ongoing ☐ Complete ☐ Not Applicable	
		Start: 10/1/2015 End: 9/30/2016	Upload all RMC materials to an	☐ Not Yet Started	

			electronic repository after review by third-party evaluators	☐ Ongoing ☐ Complete ☐ Not Applicable	
		Start: 1/1/2013 End: 3/31/2014	Establish pre- and post-testing protocols for WorkKeys	☐ Not Yet Started ☐ Ongoing ☐ Complete ☐ Not Applicable	
1.3	Expand validity & reliability of data capture through the use of a 3rd party evaluator	Start: 10/1/2012 End: 4/30/2014	Completion of selection of evaluator and contractual agreements	☐ Not Yet Started ☐ Ongoing ☐ Complete ☐ Not Applicable	
		Start: 1/1/2013 End: 9/30/2013	Evaluator review of intake data to identify additional data needs for evaluation purposes and new DOL requirements	☐ Not Yet Started ☐ Ongoing ☐ Complete ☐ Not Applicable	
		Start: 4/1/2013 End: 9/30/2014	Pilot Independent evaluation design and modify as needed working with co-grantee colleges. Focus on data processes and results with focus on improved knowledge capture	☐ Not Yet Started ☐ Ongoing ☐ Complete ☐ Not Applicable	
		Start: 10/1/2014 End: 9/30/2016	Analysis and reporting of evaluation results for DOL purposes and project continuous improvement based on evidence	☐ Not Yet Started ☐ Ongoing ☐ Complete ☐ Not Applicable	

Core Element 2: STACKED AND LATTICED CREDENTIALS					
Strategy 2: Streamline and accelerate retail management credentials and college level instruction					
#	Activity	Date	Deliverable	Status	Notes
2.1	Develop multiple short credentials linked to retail career pathways that are interconnected to larger degree attainment	Start: 1/1/2013 End: 8/1/2014	Develop stacked short-term awards: 1 Business Foundations Certificate 1 Revalidated Retail Management Certificate	☐ Not Yet Started ☐ Ongoing ☐ Complete ☐ Not Applicable	
		Start: 1/1/2013 End: 8/1/2014	Develop stacked short-term awards: 1 Small Business/Entrepreneurship Certificate 1 Training & Development Certificate 1 Human Resource Certificate	☐ Not Yet Started ☐ Ongoing ☐ Complete ☐ Not Applicable	
		Start: 1/1/2013 End: 8/1/2014	Map short-term awards to associate and baccalaureate levels (co-grantee specific) with the goal of increased # of award credentials	☐ Not Yet Started ☐ Ongoing ☐ Complete ☐ Not Applicable	
2.2	Develop updated career guidance materials deployed thru industry Liaisons and Retail Academic Advisors	Start: 4/1/2013 End: 12/31/2014	Develop updated career and educational pathway information (general and co-grantee specific) inclusive of degree plans	☐ Not Yet Started ☐ Ongoing ☐ Complete ☐ Not Applicable	
		Start: 4/1/2013 End: 12/31/2014	Deploy career and educational pathway information on college and other websites + print materials for use by industry partners	☐ Not Yet Started ☐ Ongoing ☐ Complete ☐ Not Applicable	
		Start: 1/1/2015 End: 9/30/2015	Maintain an electronic repository for training materials for easy/continuous access for advisors and industry liaisons and other interested parties	☐ Not Yet Started ☐ Ongoing ☐ Complete ☐ Not Applicable	
		Start: 1/1/2015 End: 9/30/2015	Develop an electronic access to training format for new partners in the RMC program	☐ Not Yet Started ☐ Ongoing ☐ Complete ☐ Not Applicable	

Core Element 2: STACKED AND LATTICED CREDENTIALS					
Strategy 3: Expand use of Prior Learning Assessments (PLA) to accelerate education and training for experienced students					
#	Activity	Date	Deliverable	Status	Notes
3.1	Develop PLA outreach tools to increase awareness and utilization	Start: 1/1/2013 End: 12/31/2013	Review elements of prior learning assessment are also prominent in several emerging models in higher education to create	☐ Not Yet Started ☐ Ongoing ☐ Complete ☐ Not Applicable	
		Start: 1/1/2013 End: 12/1/2014	Develop a training protocol for retail management advisors and industry liaisons with focus on identifying credit recommendations	☐ Not Yet Started ☐ Ongoing ☐ Complete ☐ Not Applicable	
3.2	Develop credit-bearing e-portfolio course shell that can be customized to specific content	Start: 6/1/2013 End: 12/31/2013	Create assessment forms for content evaluation of training and prior work experience for credit	☐ Not Yet Started ☐ Ongoing ☐ Complete ☐ Not Applicable	
		Start: 1/1/2014 End: 12/1/2014	Train faculty on CPL protocol and portfolio creation and assessment processes	☐ Not Yet Started ☐ Ongoing ☐ Complete ☐ Not Applicable	
		Start: 1/1/2014 End: 9/1/2014	Create an E-portfolio template for students to guide portfolio creation	☐ Not Yet Started ☐ Ongoing ☐ Complete ☐ Not Applicable	
		Start: 9/30/2014 End: 12/31/2014	Make E-portfolio materials available on a national repository	☐ Not Yet Started ☐ Ongoing ☐ Complete ☐ Not Applicable	

Core Element 3: ONLINE & TECHNOLOGY-ENABLED LEARNING**Strategy 4: Create and align on-line curriculum that builds on core competencies**

#	Activity	Date	Deliverable	Status	Notes
4.1	Create community of practice with SME faculty, instructional designers, graphic designers, etc. to revise existing RMC modules.	Start: 6/1/2013 End: 9/30/2015	Create Technology Innovation Taskforce to initiate and integrate community of practice generated knowledge into technology-enabled learning strategies to be embedded into five (5) (minimum) RMC courses	☐ Not Yet Started ☐ Ongoing ☐ Complete ☐ Not Applicable	
		Start: 9/1/2013 End: 8/31/2014	Coordinate course development plans with 4 co-grantee SME faculty	☐ Not Yet Started ☐ Ongoing ☐ Complete ☐ Not Applicable	
		Start: 9/1/2014 End: 9/30/2015	Collect and share Best Practices on national repository	☐ Not Yet Started ☐ Ongoing ☐ Complete ☐ Not Applicable	
4.2	Convert updated competency modules with interactive technology-based assessments utilizing learning assets	Start: 9/1/2014 End: 9/30/2015	Technology enhancements for the revalidated standardized RMC curricula and assessments will be provided in national electronic repository with customization options	☐ Not Yet Started ☐ Ongoing ☐ Complete ☐ Not Applicable	
		Start: 9/1/2014 End: 9/30/2015	Development, piloting and review/revisions of all technology developed assessments and learning materials to enable continuous improvement	☐ Not Yet Started ☐ Ongoing ☐ Complete ☐ Not Applicable	
		Start: 9/1/2014 End: 9/30/2015	Technology enhanced learning materials matched to competencies and outcomes will be provided in national electronic repository after review by third-party evaluators	☐ Not Yet Started ☐ Ongoing ☐ Complete ☐ Not Applicable	

4.3	Train faculty	Start: 6/1/2013 End: 9/30/2015	Develop four to six (4-6) (minimum) standardized training modules to align contemporary understanding of the ways students learn concepts and competency-based skills	☐ Not Yet Started ☐ Ongoing ☐ Complete ☐ Not Applicable	

Core Element 3: ONLINE & TECHNOLOGY-ENABLED LEARNING					
Strategy 5: Provide on-line curriculum and instructor training to meet growing demand					
#	Activity	Date	Deliverable	Status	Notes
5.1	Develop and deliver a train-the-trainer program for faculty using a Teaching Academy format	Start: 9/1/2013 End: 12/31/2014	Make standardized training modules (4.3) available on repository to expand capacity access	☐ Not Yet Started ☐ Ongoing ☐ Complete ☐ Not Applicable	
		Start: 1/1/2014 End: 9/30/2015	Design Tracking documents developed and implemented for use by Career Coaches/ Retail Academic Advisors to build consistency into coaching and advisement processes	☐ Not Yet Started ☐ Ongoing ☐ Complete ☐ Not Applicable	
5.2	Use NTER as national repository to publish revised, accelerated & stacked RMC course materials	Start: 9/1/2014 End: 9/30/2015	Redesigned course materials (5 minimum business specific) available on the repository after review by third-party evaluators	☐ Not Yet Started ☐ Ongoing ☐ Complete ☐ Not Applicable	

Core Element 4: TRANSFERABILITY & ARTICULATION					
Strategy 6: Enhance transferability and articulation from community colleges to four year colleges and universities					
#	Activity	Date	Deliverable	Status	Notes
6.1	Develop national articulation	Start: 12/1/2012 End: 8/31/2014	1 National University	☐ Not Yet Started ☐ Ongoing ☐ Complete	

	with Western Governors University		Articulation agreement	☐ Not Applicable	
6.2	Increase articulation agreements within each consortium member's region	Start: 1/1/2013 End: 9/30/2014	1 Regional University Articulation agreement (minimum) per college	☐ Not Yet Started ☐ Ongoing ☐ Complete ☐ Not Applicable	

Core Element 5: STRATEGIC ALIGNMENT					
Strategy 7: <i>Strategically strengthen relationships with employers, public workforce system and community based organizations -- to improve labor market projections, enhance certifications, credentials and curriculum, recruit new students, and retain and advance skilled and knowledgeable incumbent workers</i>					
#	Activity	Date	Deliverable	Status	Notes
7.1	Expand collaborative relationships regionally and with local industry & agencies	Start: 10/1/2013 End: 9/30/2014	Initiate collaborative partnerships and creating documentation protocols by each participating college with workforce agencies creating an annual reporting structure	☐ Not Yet Started ☐ Ongoing ☐ Complete ☐ Not Applicable	
		Start: 6/1/2013 End: 9/30/2015	Facilitate responsive job access through documented involvement with WIBs and TAA in intake advising process for TAA eligible participants	☐ Not Yet Started ☐ Ongoing ☐ Complete ☐ Not Applicable	
		Start: 9/1/2013 End: 9/30/2015	Leverage resources to identify employer-responsive services and maximize coordination of Retail Management jobseekers within the program	☐ Not Yet Started ☐ Ongoing ☐ Complete ☐ Not Applicable	
7.2	Inform & educate WIBS & TAA on enhanced educational strategies for job preparation	Start: 9/1/2013 End: 9/30/2014	Coordinate with TAA and WIBs to identify gaps in existing and needed workforce skills to create guidance materials appropriate for targeted strategic partners	☐ Not Yet Started ☐ Ongoing ☐ Complete ☐ Not Applicable	
		Start: 1/1/2014	Use the RMC model with enhanced	☐ Not Yet Started ☐ Ongoing	

		End: 12/31/2014	competency course alignment as a model framework for TAA and WIB program expansion in the retail sector	☐ Complete ☐ Not Applicable	
--	--	--------------------	---	--	--

Core Element 5: STRATEGIC ALIGNMENT					
Strategy 8: Increase public awareness of rewarding and diverse careers in retail management					
#	Activity	Date	Deliverable	Status	Notes
8.1	Leverage partnerships with WAFC and Corporate Voices thru strategically focused outreach communication delivered nationally	Start: 4/1/2013 End: 9/30/2014	Develop a national communication strategy & business toolkit materials to expand awareness beyond the current regions	☐ Not Yet Started ☐ Ongoing ☐ Complete ☐ Not Applicable	
		Start: 4/1/2013 End: 9/30/2015	Initiate a National Retail Management Advisory Council with a minimum of 12 members representing multiple sectors (membership rosters, meeting minutes, plans) to expand participation in multiple retail areas and increase industry and educational collaboration	☐ Not Yet Started ☐ Ongoing ☐ Complete ☐ Not Applicable	
		Start: 3/1/2013 End: 9/30/2015	Create opportunities for expansions by soliciting increased educational participation by community college partners (5 minimum?) in newly expanded regions of Texas and Alaska, and other regions of the U.S. through individual contact and conference presentations to	☐ Not Yet Started ☐ Ongoing ☐ Complete ☐ Not Applicable	

			generate awareness and expansion		
8.2	Convene a National Retail Summit	Start: 4/1/2013 End: 9/30/2015	Convene a minimum of one National Retail Summit in conjunction with existing national conferences hosted by industry or community organizations during grant period to generate awareness and expansion into multiple retail industry segments	☐ Not Yet Started ☐ Ongoing ☐ Complete ☐ Not Applicable	
		Start: 4/30/2013 End: 9/30/2015	Logistics plan, conference agenda & program	☐ Not Yet Started ☐ Ongoing ☐ Complete ☐ Not Applicable	

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **September 16, 2015**

Agenda Item No. 18

FROM:



Dr. Jose Fierro
President/Superintendent

REVIEWED BY:



Dr. David El Fattal
Vice President of Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director of Purchasing
and Contract Administration

SUBJECT: Consideration of Approval of Contract with the Foundation for California Community Colleges (FCCC) for the Annual License Renewal for the Microsoft Campus Agreement

ACTION

It is recommended that the Board of Trustees approve the contract with the Foundation for California Community Colleges (FCCC) for the annual license renewal for the Microsoft Campus Agreement.

FISCAL IMPACT

The total contract sum shall be for the not-to-exceed amount of \$71,885.50; funding for this contract will be allocated from the Information Technology 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

FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES (FCCC)

ANNUAL LICENSE RENEWAL FOR THE MICROSOFT CAMPUS AGREEMENT

Requested by: Mr. Patrick O'Donnell, Director of Information Technology

Purpose: On July 1, 1999, Cerritos College entered into an agreement with the Foundation for California Community Colleges (FCCC) to provide annual licensing for the major Microsoft products such as: Office for PC and Mac (Word, Outlook, Excel, Access and PowerPoint) including Visual Studio Professional, Windows Operating System, and SQL Server CAL (client access licenses) and several other licenses. The renewal agreement will cover all machines on campus, including the machines added during the agreement period. The renewal agreement also allows all full-time and part-time faculty, staff and students to purchase one set of discounted Microsoft software for use at home through the FCCC. This renewal is for the second year of a three (3) year agreement.

Period: The time period will be from October 1, 2015 through September 30, 2016.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

Draft of Contract No. 15C0038 – FCCC – Microsoft Campus Agreement

➤ Renewal Worksheet of Cerritos College
Validated Renewal Worksheet for Campus Agreement Licensing

Cerritos College
Foundation for California Community Colleges (FCCC)
Microsoft Campus Agreement 2015 (Year 2 of 3)

Please use this quote to generate and submit your PO no later than **Monday, 14-Sep-2015** to insure a timely renewal for everyone.

Purchase Order to be made payable to:

ComputerLand Silicon Valley
 482 West San Carlos Str.
 San Jose, CA 95110
 Federal Tax ID 77-0269631

Submit Purchase Order by fax or e-mail:

by FAX: **408-519-3260**
 by E-mail: syork@cland.com

• Choose a Desktop Bundle for Faculty and Staff

	Desktop Bundle for Faculty & Staff	Item Price (per FTE)	Select	FTE Count	Ext. Price
1.	Desktop for Education with <u>Enterprise CALs</u> consisting of:	\$59.50 \$57.50	✓	813	\$46,747.50

• Choose Optional Products Licensed per User or Device for Faculty/Staff

	Optional Products Licensed per User or Device	Part Number	Item Price per User/Device	Number of Users/Devices	Ext. Price
1.	Visio Pro per device	D87-01057CFU	\$55.00	3	\$165.00
2.	Windows MultiPoint Server CAL per device	EJF-00358CFU	\$9.00	20	\$180.00

• Server License Options

	Server License	Part Number	Item Price per License	Number of Licenses	Ext. Price
1.	Azure Monetary Commitment for usage - use for a variety of Azure services including spinning up VMs, storage, data transfer, etc.	6QK-00001CF	\$1,320.00	1	\$1,320.00
2.	Exchange Server Standard	312-02177CF	\$69.00	1	\$69.00
3.	SharePoint Server (requires SQL Svr)	H04-00232CF	\$526.00	1	\$526.00
4.	SQL Server Enterprise Core - 2 Core license pack, 4 Core Minimum per processor (no SQL CALs needed)	7JQ-00341CF	\$1,335.00	8	\$10,680.00

DRAFT

5.	SQL Server Standard Core - 2 Core License pack, 4 Core Minimum per processor (no SQL CALs needed)	7NQ-00302CF	\$348.00	16	\$5,568.00
6.	Windows MultiPoint Server Premium	V7J-00430CF	\$43.00	3	\$129.00
7.	Windows Server Datacenter - 2 processor (unlimited virtualization)	P71-07280CF	\$308.00	12	\$3,696.00
8.	Windows Server Standard - 2 processor (up to 2 processors and 2 virtual machines per license)	P73-05897CF	\$51.00	55	\$2,805.00
					TOTAL \$71,885.50

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CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **September 16, 2015**

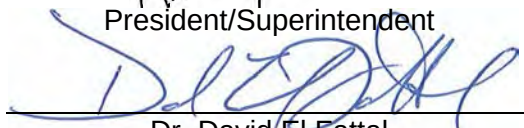
Agenda Item No. 19

FROM:



Dr. Jose Fierro,
President/Superintendent

REVIEWED BY:



Dr. David El Fattal
Vice President of Business Services
Assistant Superintendent

PREPARED BY:

Noorali Delawalla
Director of Fiscal Services

SUBJECT: Consideration of Approval of Contract with the Los Angeles County Office of Education for the Annual Agreement for PeopleSoft Financial Systems
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ACTION

It is recommended that the Board of Trustees approve the contract with the Los Angeles County Office of Education (LACOE) for the Annual Agreement for PeopleSoft Financial Systems.

FISCAL IMPACT

The total contract sum shall be in the not-to-exceed amount of \$85,125.98. Funding for this contract is allocated in the 2015-16 Fiscal Services 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 – RENEWAL

LOS ANGELES COUNTY OFFICE OF EDUCATION (LACOE)

ANNUAL AGREEMENT FOR PEOPLESOFT FINANCIAL SYSTEMS

Requested by: Mr. Noorali Delawalla, Director of Fiscal Services

Purpose: On July 1, 2001, Cerritos College entered into an agreement with the Los Angeles County Office of Education (LACOE) to provide PeopleSoft Financial Systems and support. LACOE provides data processing of the A & B Warrants and financial systems services, including 1099 reporting and the purchasing requisition module. The agreement has been renewed at the start of each new fiscal year, and Cerritos College is seeking renewal for the 2015-2016 Fiscal Year. The total contract sum shall be for the not-to-exceed amount of \$85,125.98.

Period: The time period of the agreement is from July 1, 2015 through June 30, 2016.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

Draft of Contract – Los Angeles County Office of Education

LOS ANGELES COUNTY OFFICE OF EDUCATION**CONTRACT
FOR
PEOPLESFT FINANCIAL SYSTEM
FISCAL YEAR 2015-2016**

The LOS ANGELES COUNTY OFFICE OF EDUCATION, a public education agency, located at 9300 Imperial Highway, Downey, California 90242-2890, hereinafter referred to as "LACOE," and

Cerritos Community College, # 64360, hereinafter referred to as "District," mutually agree as follows:

1. BASIS OF CONTRACT

LACOE shall provide financial system services to the District in conformance with Exhibit A, Services Provided by LACOE, Exhibit B, PeopleSoft Reports, and Exhibit C, PeopleSoft Financial System FY 2015-16 Worksheet, attached hereto and made a part hereof.

2. TERM AND TERMINATION OF CONTRACT

This Contract is effective July 1, 2015, and shall remain in effect through June 30, 2016. The Contract may be amended by mutual written consent of the parties and may be terminated by either party upon thirty (30) days advance written notification.

3. COSTS AND PAYMENTS

District shall pay LACOE the costs, as specified in Exhibit A, B, and C. The total amount payable to LACOE by the District for the fiscal year (FY) 2015-2016 for financial system services shall be transferred quarterly from the District to LACOE by a journal. Transfers made for the first three (3) quarters shall be based upon the estimated cost of the District during FY 2015-16. The final quarter transfer will be adjusted to reflect District's actual charges for the FY 2015-16's school year. Notices of journal transfers will be provided.

4. REVISING EXHIBITS

Both parties anticipate that during the course of the fiscal year, changes may be made to the subscribed services and revisions may be required to the exhibits which are part of this Contract. In these instances, District shall issue to LACOE Revised Exhibit A and/or Exhibit B accompanied by a signed Exhibit C to reflect any addition and/or deletion of subscribed services requested by the District during the fiscal year.

5. INDEMNIFICATION

District agrees to defend, indemnify, save, and hold harmless LACOE from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not by way of limitation, attorney's fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, actions, or causes of action

whatsoever, for or in connection with injury, damage, or loss (including, but not limited to death) to any person or property to the extent that such injury, damage or loss results from or is connected with the sole negligence or error or omission of the District. The provisions of this clause shall not be limited to the availability or collectability of insurance coverage.

LACOE agrees to defend, indemnify, save, and hold harmless the District from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not by way of limitation, attorney's fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, actions, or causes of action whatsoever, for or in connection with injury, damage, or loss (including, but not limited to death) to any person or property to the extent that such injury, damage or loss results from or is connected with the sole negligence or error or omission of LACOE. The provisions of this clause shall not be limited to the availability or collectability of insurance coverage.

6. INSURANCE

District and LACOE shall take out and maintain such general liability, property damage, workers' compensation and automobile insurance as is required to protect their interests.

7. INDEPENDENT CONTRACTOR

While performing its obligations under this Contract, LACOE is an independent contractor and not an officer, employee or agent of District. LACOE shall not at any time or in any manner represent that it or any of its officers, employees, or agents are employees of the District.

8. RECORD RETENTION AND INSPECTION

The District agrees that LACOE shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent records pertaining to this Contract. All records shall be kept and maintained by the District and made available to LACOE during the entire term of this Contract and for a period not less than five (5) years.

9. CONFIDENTIALITY AND NON-DISCLOSURE

Subject to any State or Federal laws requiring disclosure (e.g., the California Public Records Act), the parties agree, during the term of this Contract and for five (5) years after termination or expiration of the Contract, to hold each other's proprietary or confidential information in strict confidence, except for any information protected under confidentiality laws which shall be held in such confidence in perpetuity. The parties agree not to provide each other's proprietary or confidential information in any form to any third party or to use each other's proprietary or confidential information for any purpose other than the implementation of and as specified in this Contract. Each party agrees to take all reasonable steps to ensure that proprietary or confidential information of either party is not disclosed or distributed by its employees, agents or consultants in violation of the provisions of this Contract.

10. MODIFICATION

The Contract shall not be modified or amended without mutual written consent of the parties. If any actual or physical deletions or changes appear on the face of the Contract,

such deletions or changes shall only be effective if the initials of both contracting parties appear beside such deletion or change.

11. SEVERABILITY/WAIVER

10.1 If any provision of this Contract is determined to be illegal, unenforceable, or invalid, such act shall in no way affect the validity of any other provision in this Contract.

10.2 No waiver of any provision of this Contract shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision.

12. INTEGRATION

This Contract, including all exhibits and other documents incorporated herein or made applicable by reference, contains the complete and final understanding of the parties' rights, duties and obligations with respect to the transaction discussed in the Contract and supersedes all prior Contracts, understandings and commitments, whether oral or written. This Contract shall not be amended in any way except by a writing expressly purporting to be such an amendment, signed and acknowledged by both of the parties hereto.

13. ATTORNEY'S FEES

Should either party be required to file any legal action or claim to enforce any provision of this Contract or resolve any dispute arising under or connected to this Contract, each party shall bear its own attorney's fees and costs in bringing such an action and any judgment or decree rendered in such a proceeding shall not include an award thereof.

14. GOVERNING LAW/FORUM SELECTION

This Contract is made, entered into, and executed in Los Angeles County, California, and any legal action, claim, or proceeding arising out of or connected with this Contract shall be filed in the applicable court in Los Angeles County, California. This Contract shall be construed, and all disputes hereunder shall be settled, in accordance with the laws of the State of California.

15. NOTICES

Any notices to be given pursuant to this Contract shall be in writing and such notices, as well as any other document to be delivered shall be delivered by personal service or by deposit in the U.S. Mail, certified, or registered, return receipt requested, postage prepaid, and addressed to the party for whom intended as follows:

LACOE:

Administrative Services Manager
Contracts Section
Los Angeles County Office of Education
9300 Imperial Highway, Room ECW-153,
Downey, CA 90242-2890

District:
Mailing Address is District Office

16. EMPLOYEE FINGERPRINTING

During the entire term of the Contract, the District, including all subcontractors, shall fully comply with the provisions of the Education Code Section 45125.1 when LACOE determines that the District's employees and/or employees of subcontractors will have more than limited contact with LACOE pupils in the performance of the work of the Contract.

17. TUBERCULOSIS TESTING

Contractor's employees and or employees of subcontractors must have a current tuberculosis (TB) test to determine that the employee is free from active tuberculosis as required by Education Code Section 49406. Those employees whose TB screening test is reactive (positive) shall be required to submit a chest x-ray and a radiological report to rule out active TB.

18. TOBACCO-FREE WORKPLACE

When at LACOE-owned or -leased buildings, both parties hereby agree to comply with the Los Angeles County Board of Education's Policy which states: "It is the intention of the office (LACOE) to provide a smoke-free workplace within all buildings owned or leased by the office (LACOE) commencing June 30, 1995."

19. ALCOHOL AND DRUG-FREE WORKPLACE

Both parties hereby certify under penalty or perjury under the laws of the State of California that District will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et. seq.), and the Los Angeles County Board of Education's Alcohol and Drug-Free Workplace Policy BP 4020 .

20. ORDER OF PRECEDENCE

Except as specifically provided elsewhere in this Contract, conflicting, vague and/or ambiguous provisions of this Contract shall prevail in the following order of precedence: (1) the provisions in the body of this Contract, (2) the exhibits of the Contract, if any; (3) all other documents cited in this Contract or incorporated by reference.

21. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were so inserted and included.

22. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR OTHER INELIGIBILITY (Federal Executive Order 12549)

By executing this contractual instrument, District certifies to the best of its knowledge and belief that it and its principals:

22.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or Agency;

22.2 Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (Federal, State or Local) or contract under a public transaction; or violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

22.3 Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State or Local), with commission of any of the offenses enumerated in Section 21.2 above, of this certification;

22.4 Have not, within a three-year period preceding the execution of this contractual instrument, had one or more public transactions (Federal, State or Local) terminated for cause of default.

23. EXECUTION REQUIREMENTS

Proper signatures required for execution of this instrument may be by original signature; photocopy; fax/facsimile copy; valid, encrypted, electronic transmission/signature; and/or other commonly accepted, widely used commercially acceptable signature methods. This instrument may be executed in counter-parts by each party on a separate copy thereof with the same force and effect as though all parties had executed a single original copy.

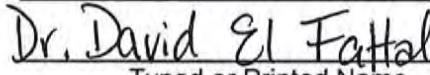
LOS ANGELES COUNTY
OFFICE OF EDUCATION

By


Deborah C. Harris
Assistant Director
Administrative Services
Controller's Office

School Dist

By


Typed or Printed Name

Title Vice President of Business Services

Date 4/27/2015

Date _____

Date Approved
by Board, if Required September 16, 2015

Contact Person Ali Delawalla

Title Director of Fiscal Services

Phone # (562) 860-2451 x2266

Email: ndelawalla@cerritos.edu

Return the original signed copy to:

Adebayo Onanuga
ABD/LACOE
9300 Imperial Highway, ECW, Room 165
Downey, CA 90242-2890

SERVICES PROVIDED BY LACOE

- General Ledger (GL)
- Accounts Payable (AP)
- Inventory
- Purchasing
- 1099 Reporting
- Reports
- System Support
- Training

VARIOUS INTERFACES

- Accounts Payable (AP)
- Budget Adjustment
- Chartfield
- General Ledger (GL)
- Vendor
- Outgoing Payment

Charges shall be computed in conformance with the amount indicated herein for each system and/or system component selected by the district. For the purpose of this Agreement, FTEs shall be the total average full-time equivalent students for the community college district as reported in the Annual Report of Attendance for the 2014-2015 school year. Total accounts shall be defined as the total number of accounts for all funds on file on April 13, 2015.

It is estimated that the amount payable to LACOE for the FY 2015-2016 will be as follows:

GENERAL LEDGER AND ACCOUNTS PAYABLE

Features:

- Data entry through workstations
- Chart of accounts to meet State reporting requirements
- Balance by fund and resource
- Online data entry and maintenance of chartfields
- Edits for errors
- Budget checking and appropriation control
- Balanced set of accounting records
- Year-end accruals
- Fully integrated with County offered modules
- Audits trails
- Wide selection of online and hard copy reports
- Commercial warrant processing
- SACS Compliance

Charge:

\$2.40	17,864	=	\$ 42,874	Plus	\$1.50	11,057	=	\$16,586
X					X			
			Total FTE				Total No. of Accounts	

= Estimated General Ledger Charge

\$ 59,459.10

Enter in Exhibit C

INTERFACE GENERAL LEDGER DISTRICTS

The structure is as follows for districts with their own general ledger system and where interfaces are provided:

From (FTE)	To (FTE)	Annual Fee
1	14,999	\$ 20,000
15,000	19,999	30,000
20,000	24,999	40,000
25,000	49,999	50,000
50,000	149,999	75,000
150,000+		\$ 100,000

Charge: FTE _____ = \$ _____
(Enter in Exhibit C)

Purchasing:

Features:

- District printing of purchase orders (PO)
- Site requisition
- Online PO sourcing
- Online PO approval
- Online item maintenance
- Online vendor maintenance
- Express requisition panels
- Express PO panels
- Interfaces with County-offered Accounts Payable, Inventory and General Ledger modules
- Automatic encumbering and disencumbering
- Change orders
- Wide selection of online and hard copy reports

Charge:

\$1.42 X $\frac{17,864}{\text{Total FTE}}$ = $\frac{\$25,366.88}{\text{Enter in Exhibit C}}$

Inventory:

Features:

- Stock receipts, issues, on-hand data available
- Interfaces with Purchasing and General Ledger modules
- Wide selection of inquiry panels
- Update of weighted average unit cost
- Wide selection of online and hard copy reports

Charge:

\$1.42 X $\frac{17,864}{\text{Total FTE}}$ = $\frac{\$ 0.00}{\text{Enter in Exhibit C}}$

Exhibit B- Basic Report Package CCD

PeopleSoft Financial System Basic Report Package			
DAILY REPORTS CATEGORY			
	LAAP029S	Warrant Register Report	
	LAAPINTC	AP Interface Error Report	
	LACSUREG	Suspense Register	
	LAGL008S	Trial Balance by Fund	
	LAGL009C/S	Daily BCM Error Report	
	LAGL010S	Journal Edit Error Report	
	LAGL011C/S	Valid Transactions Report	
	LAGL013S	Appropriation Control Report	
	LAGL021C	Daily Cash Balance Report	
	LAGL029C/S	Budget Journal Error Report	
	LAHR005S	HRS Edit Error Report	
	LCCH029S	Daily ACH Payment Register	
	LCCHRJS1	ACH Rejection Register	
	LCGL035S	Statement of Revenues and Expenses by Fund & Activity	
	LCGL036S	Statement of Revenues and Expenses by Fund & Categorical	
WEEKLY REPORTS CATEGORY			
	LAHR005C	HRS Edit Error Report	
	LAPO009C	Board List Purchase Order Report	
	LCGL012S	Expense List by Fund and Location	
	LCGL014S	Expense List by Fund and Categorical	
	LCGL015C	Expense List by Fund and Object	
	LCGL016S	Expense List by Fund and Activity	
	LCGL025C	Revenue List by Fund and Object	
	LCGL026S	Revenue List by Fund and Categorical	
	LCGL019C/S	Cumulative Detail Expenditure Report	
	LCGL819C/S	Cumulative Detail Revenue Report	
	LCGL919C/S	Cumulative Detail 9xxx Report	
MONTHLY REPORTS CATEGORY			
	LAAP003C	Vendor Listing by Alpha Name	Prelim
	LAAP129C	Monthly Commercial Warrant	Prelim
	LAAP130C	Monthly Voided Commercial Warrants	Prelim
	LAAP140C	Cumulative Commercial Warrant Register	Prelim
	LAAP300C	Aged Vendor Liability	Prelim
	LAAP305C	Open Liability Report	Prelim
	LAGL008S	Trial Balance by Fund	Prelim/Final
	LAGL111C	Monthly List of Valid Transactions Report	Prelim/Final
	LAPO001S	Cumulative Detail AP/PO Report - Fund/Loc./Res./Obj.	Prelim
	LAPO002S	Cumulative Detail AP/PO Report - Vendor Name & PO	Prelim

Exhibit B- Basic Report Package CCD

	LCCH129C	Monthly ACH payments	Prelim
	LCCH130C	Monthly Rejection ACH Payments	Prelim
	LCCH140C	YTD ACH Payments/Rejects	Prelim
	LCGL012S	Expense List by Fund and Location	Prelim/Final
	LCGL014S	Expense List by Fund and Categorical	Prelim/Final
	LCGL015C/S	Expense List by Fund and Object	Prelim/Final
	LCGL016S	Expense List by Fund and Activity	Prelim/Final
	LCGL017C	Cumulative Expenditure Report by Location	Prelim/Final
	LCGL019C/S	Cumulative Detail Report # 1000-7999	Prelim/Final
	LCGL025C	Revenue List by Fund and Object	Prelim/Final
	LCGL026S	Revenue List by Fund and Categorical	Prelim/Final
	LCGL035S	Statement of Revenues and Expenses by Fund and Activity	Prelim/Final
	LCGL036S	Statement of Revenues and Expenses by Fund and Categorical	Prelim/Final
	LCGL038S	Accounts Receivable Listing by Fund/Resource/Object	Prelim/Final
	LCGL040S	Deferred Revenue Listing by Fund/Resource/Object	Prelim/Final
	LCGL041S	Accounts Payable Listing by Fund/Resource/Object 9519	Prelim/Final
	LCGL042S	Accounts Payable Listing by Fund/Resource/Object 9520	Prelim/Final
	LCGL043S	Accounts Payable Listing by Fund/Resource/Object 9521	Prelim/Final
	LCGL311C	Expenditure Report by Fund and Activity	Prelim/Final
	LCGL312C	Supplemental Revenue Report	Prelim/Final
	LCGL817C	Cumulative Revenue Report by Location	Prelim/Final
	LCGL819C/S	Cumulative Detail Report # 8000-8999	Prelim/Final
	LCGL919C/S	Cumulative Detail Report # 9000-9999	Prelim/Final
	LAAP030S	1099 Vendor List	Final
ANNUAL REPORTS CATEGORY			
	LAAP300C	Aged Vendor Liability	
	LAAP305C	Open Liability Report	
	LAGL008S	Trial Balance by Fund	
	LAGL012S	Expense List by Fund and Location	
	LAGL013S	Appropriation Control Report	
	LCGL014S	Expense List by Fund and Categorical	
	LCGL015C/S	Expense List by Fund and Object	
	LCGL016C/S	Expense List by Fund and Activity	
	LCGL017S	Cumulative Expenditure Report by Location	
	LCGL019C/S	Cumulative Detail Report by Expenditure	
	LCGL025C/S	Revenue List by Fund and Object	
	LCGL026S	Revenue List by Fund and Categorical	
	LCGL035S	Statement of Revenue and Expenses by Fund and Activity	
	LCGL036S	Statement of Revenue and Expenses by Fund and Categorical	
	LCGL038S	Accounts Receivable Listing	
	LCGL040S	Deferred Revenue Listing by Fund/Resource/Object	
	LCGL041S	Accounts Payable Listing by Fund/Resource/Object 9519	

Exhibit B- Basic Report Package CCD

	LCGL042S	Accounts Payable Listing by Fund/Resource/Object 9520	
	LCGL043S	Accounts Payable Listing by Fund/Resource/Object 9521	
	LCGL311C	Expenditure Report by Fund and Activity	
	LCGL312C	Supplemental Revenue Report	
	LCGL817C	Cumulative Revenue Detail Report by Fund and Location	
	LCGL819C/S	Cumulative Detail Report by Revenue	
	LCGL919C/S	Cumulative Detail Report Balance Sheet	

Los Angeles County Office of Education
Accounting & Budget Development
ECW #165
9300 Imperial Highway, Downey, CA 90242

CONTRACT FOR PEOPLESOFT FINANCIAL SYSTEM
Fiscal Year 2015-2016 Worksheet
EXHIBIT C

District Name: Cerritos Community College District Number: 64360

Exhibit A

- | | |
|--|---------------------|
| 1. General Ledger and Accounts Payable | \$ <u>59,459.10</u> |
| 2. Interface General Ledger Districts | \$ <u>0.00</u> |
| 3. Inventory | \$ <u>0.00</u> |
| 4. Purchasing | \$ <u>25,366.88</u> |
| 5. 1099 Reporting | \$ <u>300.00</u> |

Total Exhibit A

\$ 85,125.98

Exhibit B (Additional Report Package)

- | | |
|-------------------------------|---------------------|
| 1. Daily (Online) | \$ <u>NO CHARGE</u> |
| Daily (Hard Copy) | \$ <u>NO CHARGE</u> |
| 2. Weekly (Online) | \$ <u>NO CHARGE</u> |
| Weekly (Hard Copy) | \$ <u>NO CHARGE</u> |
| 3. Monthly (Online) | \$ <u>NO CHARGE</u> |
| Monthly (Hard Copy) | \$ <u>NO CHARGE</u> |
| 4. Quarterly (Online) | \$ <u>NO CHARGE</u> |
| Quarterly (Hard Copy) | \$ <u>NO CHARGE</u> |
| 5. Annual (Year-End) – Online | \$ <u>NO CHARGE</u> |
| Annual (Year-End) – Hard Copy | \$ <u>NO CHARGE</u> |

Total Exhibit B – Addt'l Reports

\$ _____

Estimated TOTAL

\$ 85,125.98

By _____
(Signature)

Dr. David El Fattal
(Print/Type Name)

Title Vice President of Business Services

Date _____

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **September 16, 2015**

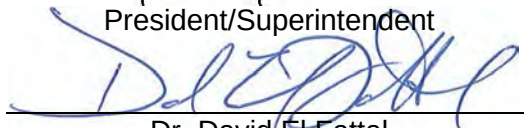
Agenda Item No. 20

FROM:



Dr. Jose Fierro
President/Superintendent

REVIEWED BY:



Dr. David El Fattal
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 June 30, 2015

ACTION

It is recommended that the Board of Trustees approve the attached Quarterly Report (CCFS-311Q) for the quarter ending June 30, 2015.

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 June 30, 2015 showing that revenues exceeded expenditures by \$8,154,605 addition, the ending cash balance *excluding borrowed funds* in the Unrestricted General Fund was a positive \$25,301,992.

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 general fund year-end actuals for revenues, expenditures and cash balance over a five-year timeframe.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

Quarterly Financial Status Report, CCFS-311Q
Graph

CALIFORNIA COMMUNITY COLLEGES
CHANCELLOR'S OFFICE

Quarterly Financial Status Report, CCFS-311Q
CERTIFY QUARTERLY DATA

CHANGE THE PERIOD ☒

Fiscal Year: 2014-2015

Quarter Ended: (Q4) Jun 30, 2015

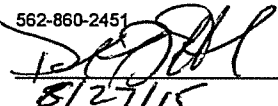
District: (810) CERRITOS

Your Quarterly Data is Certified for this quarter.

Chief Business Officer

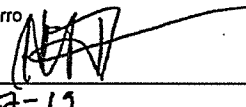
CBO Name: Dr. David El Fattal

CBO Phone: 562-860-2451

CBO Signature: 

Date Signed: 8/27/15

Chief Executive Officer Name: Dr. Jose Fierro

CEO Signature: 

Date Signed: 8-27-15

Electronic Cert Date: 08/17/2015

District Contact Person

Name: Ali Delawalla

Title: Director of Fiscal Services

Telephone: 562-860-2451

Fax: 562-924-2800

E-Mail: ndelawalla@cerritos.edu

California Community Colleges, Chancellor's Office
Fiscal Services Unit
1102 Q Street, Suite 4554
Sacramento, California 95814-6511

Send questions to:
Christine Atalig (916)327-5772 atalig@ccccc.edu or Tracy Britten (916)323-6899 tbritten@ccccc.edu
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CALIFORNIA COMMUNITY COLLEGES CHANCELLOR'S OFFICE

Quarterly Financial Status Report, CCFS-311Q

VIEW QUARTERLY DATA

CHANGE THE PERIOD

Fiscal Year: 2014-2015

District: (810) CERRITOS

Quarter Ended: (Q4) Jun 30, 2015

Line	Description	As of June 30 for the fiscal year specified			
		Actual 2011-12	Actual 2012-13	Actual 2013-14	Projected 2014-2015
I. Unrestricted General Fund Revenue, Expenditure and Fund Balance:					
A. Revenues:					
A.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	80,793,064	81,745,875	86,557,303	93,616,907
A.2	Other Financing Sources (Object 8900)	0	191,248	89,258	157,674
A.3	Total Unrestricted Revenue (A.1 + A.2)	80,793,064	81,937,123	86,646,561	93,774,581
B. Expenditures:					
B.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	79,830,325	79,513,791	81,923,305	85,111,753
B.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	700,941	1,508,723	1,503,312	508,223
B.3	Total Unrestricted Expenditures (B.1 + B.2)	80,531,266	81,022,514	83,426,617	85,619,976
C.	Revenues Over(Under) Expenditures (A.3 - B.3)	261,798	914,609	3,219,944	8,154,605
D.	Fund Balance, Beginning	9,716,963	9,978,761	10,893,370	14,113,314
D.1	Prior Year Adjustments + (-)	0	0	0	0
D.2	Adjusted Fund Balance, Beginning (D + D.1)	9,716,963	9,978,761	10,893,370	14,113,314
E.	Fund Balance, Ending (C. + D.2)	9,978,761	10,893,370	14,113,314	22,267,919
F.1	Percentage of GF Fund Balance to GF Expenditures (E. / B.3)	12.4%	13.4%	16.9%	26%

II. Annualized Attendance FTES:

G.1	Annualized FTES (excluding apprentice and non-resident)	17,132	16,033	16,864	17,790
-----	---	--------	--------	--------	--------

		As of the specified quarter ended for each fiscal year			
		2011-12	2012-13	2013-14	2014-2015
H.1	Cash, excluding borrowed funds		10,414,888	8,699,538	25,301,992
H.2	Cash, borrowed funds only		15,000,000	0	0
H.3	Total Cash (H.1 + H.2)	79,424	25,414,888	8,699,538	25,301,992

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)	89,060,129	91,160,323	93,616,907	102.7%
I.2	Other Financing Sources (Object 8900)	0	0	157,674	
I.3	Total Unrestricted Revenue (I.1 + I.2)	89,060,129	91,160,323	93,774,581	102.9%
J. Expenditures:					
J.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	87,395,691	87,443,955	85,111,753	97.3%
J.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	508,497	508,672	508,223	99.9%
J.3	Total Unrestricted Expenditures (J.1 + J.2)	87,904,188	87,952,627	85,619,976	97.3%
K.	Revenues Over(Under) Expenditures (I.3 - J.3)	1,155,941	3,207,696	8,154,605	
L	Adjusted Fund Balance, Beginning	14,113,314	14,113,314	14,113,314	
L.1	Fund Balance, Ending (C. + L.2) (K + L)	15,269,255	17,321,010	22,267,919	
M	Percentage of GF Fund Balance to GF Expenditures (L.1 / J.3)	17.4%	19.7%		

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)	Management	Academic	Classified
	Permanent	Temporary	

YYYY-YY	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.

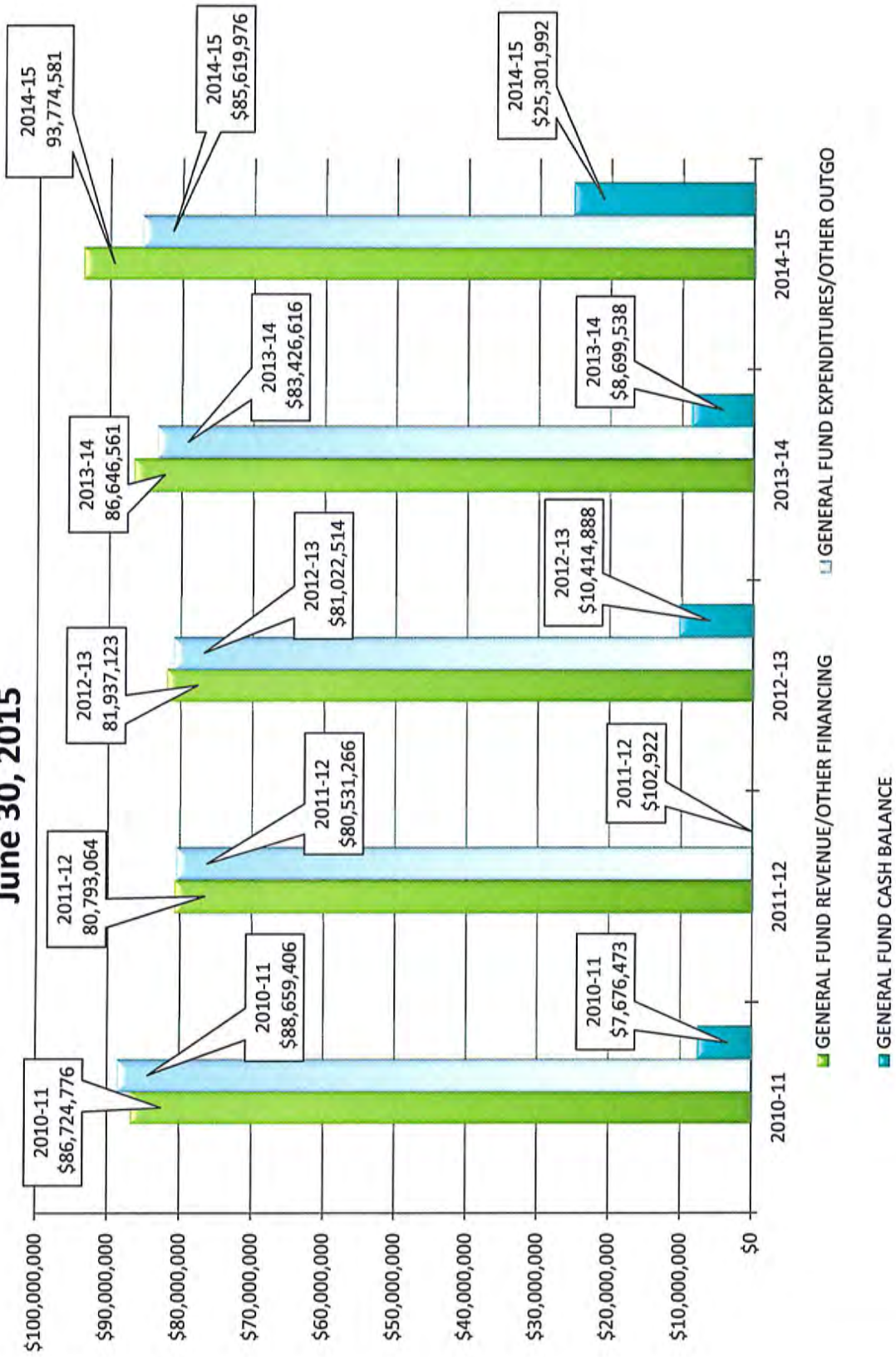
VI. Did the district have significant events for the quarter (include incurrence of long-term debt, settlement of audit findings or legal suits, significant differences in budgeted revenues or expenditures, borrowing of funds (TRANS), issuance of COPs, etc.)? **NO**

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 **June 30, 2015**



CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **September 16, 2015**

Agenda Item No. 21

FROM:



Dr. Jose Fierro
President/Superintendent

REVIEWED BY:



Dr. Mary Anne Gularte
Vice President of Human
Resources/Assistant Superintendent

PREPARED BY:

Dr. Adriana Flores-Church
Director, Human Resources/Risk
Management

SUBJECT:	Consideration of Approval and/or Ratification of Employment of Classified, Short-Term, Substitute, Professional Expert, and/or Student Hourly as needed for 2015-2016 Academic Year
-----------------	--

ACTION

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

FISCAL IMPACT

No additional financial effect. This is budgeted in the General Fund. Some positions are Categorically or Specially funded as indicated.

REPORT SUMMARY

The attached list of classified, short-term, substitute, professional expert, and/or student hourly personnel is submitted for approval and/or ratification of employment.

The Office of Human Resources has received and completed the processing of Employment Request forms for the employment of classified, short-term, substitute, professional expert, and/or student hourly personnel as indicated on the attached list.

All requirements for employment processing have been completed and the Office of Human Resources has cleared the individuals for employment.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

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

EMPLOYMENT OF CLASSIFIED, SHORT-TERM, SUBSTITUTE, PROFESSIONAL EXPERT, AND/OR STUDENT HOURLY PERSONNEL

I. Classified Employment

Research Analyst (IERP), Grade 48, Step 1 (\$5,276.00/month) effective September 28, 2015: Andrew Kretz.

Research Analyst (IERP), Grade 48, Step 1 (\$5,276.00/month) effective September 29, 2015: Sophia Hiss.

Out-of-Class* assignment as Lead, Warehousing & Delivery, Grade 34, Step 2 + L-2(\$4,394.56/month) effective September 2, 2015 and not to exceed October 31, 2015: Miguel Arias

** Classified employees required to work in a higher classification according to the provisions of Administrative Procedure 7233 (AP 7233) and Article 5.12 of the CSEA collective bargaining agreement, shall qualify for "out-of-class" pay and their salary be adjusted upward for the entire period required to work out-of-classification.*

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, 2015, or 175 total workdays, whichever occurs first

<u>Name</u>	<u>Unit</u>	<u>Classification</u>	<u>Rate</u>	<u>Cleared for Employment</u>
Artiaga, Jorge A.	HPEDA	Instructional Aid II	\$13.30/hr (1)	08/21/15
Barragan, Jesus A.*	Financial Aid	Program Assistant I	\$10.37/hr	07/16/15
Batson, Kimberly E.	Fine Arts	Aide-General Laboratory	\$9.00/hr	08/17/15
Blanshard, Jada A.	Success Center	Instructional Aid II	\$13.30/hr (1)	09/17/15
Cuahute, Isela	Library	Program Assistant I	\$10.37/hr	08/25/15
Cvijetkovic, Nicholas	HPEDA	Athletic Trainer III	\$21.76/hr	09/17/15
Hernandez, Benjamin N.	Technology	Instructional Aid II	\$13.30/hr (1)	08/21/15
Hernandez, Benjamin N.**	Community Education	Program Facilitator	\$14.32/hr	09/21/15
Jackson, Michael W.*	Adult Education	Community Education Specialist	\$30.27/hr	07/01/15
Leguizamón-Tunnell, Claudia*	Adult Education	Community Education Specialist	\$30.27/hr	07/01/15
Lekavich, Christopher C.	HPEDA	Instructional Aid II	\$13.30/hr (1)	07/01/15
Lopez, Alejandro*	Adult Education	Community Education Specialist	\$30.27/hr	07/01/15
Louis, Josue**	Community Education	Cont.Ed. Specialist/Cultural Arts	\$29.15/hr	09/14/15

* Categorically Funded

** Specially Funded

Marietti, Carly A.	HPEDA	Instructional Aid II	\$13.30/hr (1)	09/17/15
Ngoun, Kevin**	Community Education	Publicity Aide	\$9.42/hr	07/06/15
Ortiz, Lorena*	Adult Education	Community Education Specialist	\$30.27/hr	07/01/15
Ortiz, Luis F.*	Adult Education	Community Education Specialist	\$30.27/hr	07/01/15
Ortiz, Tito E.**	Community Education	Sports Leader	\$9.00/hr	07/01/15
Owens, Joshua C.	HPEDA	Instructional Aid II	\$13.30/hr (1)	09/02/15
Pantoja, Jazmin E.*	Financial Aid	Instructional Aid II	\$13.30/hr (1)	08/20/15
Perez, Henry	HPEDA	Instructional Aid II	\$13.30/hr (1)	07/01/15
Quesada, Deanna M.*	Adult Education	Community Education Specialist	\$30.27/hr	07/01/15
Valencia, Monique A.	Academic Success	Administrative Clerk II	\$17.47/hr	09/17/15
Walker, Ryan J.*	Technology	Testing Technician	\$10.37/hr	07/01/15

* Categorically Funded
 ** Specially Funded

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **September 16, 2015**

Agenda Item No. 22

FROM:



Dr. Jose Fierro
President/Superintendent

REVIEWED BY:



Dr. Mary Anne Gularte
Vice President of Human
Resources/Assistant Superintendent

PREPARED BY:

Dr. Adriana Flores-Church
Director of Human Resources/Risk
Management

SUBJECT: Consideration of Approval of Employment of Temporary and/or Substitute Hourly Faculty Personnel, as needed for 2015-2016 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 2015-2016 academic year and as presented on the attached list.

FISCAL IMPACT

No additional financial effect. This is budgeted in the General Fund.

REPORT SUMMARY

The attached list of Temporary and/or Substitute Hourly Faculty Personnel is submitted for approval of employment.

The Office of Human Resources has received and completed the processing of employment request forms for the employment of temporary and/or substitute hourly faculty personnel as indicated on the attached list.

All requirements for employment processing have been completed and the Office of Human Resources cleared the individuals for employment.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

Employment of Faculty, Temporary Part-Time 2015-2016 Academic Year

FACULTY: TEMPORARY PART-TIME 2015-2016 ACADEMIC YEAR

I. BUSINESS ED/HUMANITIES/SOCIAL SCIENCES

Part-Time Instructors			Salary	
<u>Name</u>	<u>Status*</u>	<u>Discipline</u>	<u>Placement**</u>	<u>Rate</u>
Garcia, Arturo	NH	Psychology	1AM	53.29
Hiscocks, Ryan	NH	Political Science	1AM	53.29
McIntosh, Sarah	NH	Psychology	1AD	55.15

II. COMMUNITY, INDUSTRY AND TECHNOLOGY EDUCATION

Part-Time Instructors			Salary	
<u>Name</u>	<u>Status*</u>	<u>Discipline</u>	<u>Placement**</u>	<u>Rate</u>
Pham, Mai Anh	RE	Adult Education Prep Math	6BM	67.49

III. FINE ARTS/COMMUNICATIONS

Part-Time Instructors			Salary	
<u>Name</u>	<u>Status*</u>	<u>Discipline</u>	<u>Placement**</u>	<u>Rate</u>
Figueiredo, Virginia	NH	Music	1AD	55.15
Tindell, Walter	NH	Music	1AM	53.29
Widner, Sarah	NH	Music	1AM	53.29

IV. HEALTH OCCUPATIONS

Part-Time Instructors			Salary	
<u>Name</u>	<u>Status*</u>	<u>Discipline</u>	<u>Placement**</u>	<u>Rate</u>
Nicolas, Edlyne	NH	Culinary Arts	1AM	53.29

V. LIBERAL ARTS

Part-Time Instructors			Salary	
<u>Name</u>	<u>Status*</u>	<u>Discipline</u>	<u>Placement**</u>	<u>Rate</u>
Gomez, Diego	NH	Spanish	1AD	55.15
Maravilla, Rudith	NH	English	1AM	53.29
Powell, Laura	RE	English	1AM	53.29

VI. PHYSICAL EDUCATION

Part-Time Instructors			Salary	
<u>Name</u>	<u>Status*</u>	<u>Discipline</u>	<u>Placement**</u>	<u>Rate</u>

* NH=New Hire, RE=Reemployed

Presented to the Board: September 16, 2015

Guadagno, Jenel	NH	Coaching	1AB	51.49
Hicks, Rebecca	NH	Coaching	1AB	51.49
Rivas, Jonathan	NH	Coaching	1AB	51.49
Wagner, Alycia	NH	Coaching	1AB	51.49

VII. SCIENCE, ENGINEERING AND MATHEMATICS

Part-Time Instructors			Salary	
<u>Name</u>	<u>Status*</u>	<u>Discipline</u>	<u>Placement**</u>	<u>Rate</u>
Aguiniga-Campos, Javier	NH	Mathematics	1AM	53.29
Elgindi, Isaac	NH	Mathematics	1AM	53.29

VIII. SUCCESS CENTER

Part-Time Instructors			Salary	
<u>Name</u>	<u>Status*</u>	<u>Discipline</u>	<u>Placement**</u>	<u>Rate</u>
Ysais, Rey	RE	Success Center - Math	6BM	67.49

**** Instructors:**

1AB=1st Semester-Bachelors, 1AM=1st Semester-Masters, 1AD=1st Semester-Doctorate
 1BB=2nd Semester-Bachelors, 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 Semester-Doctorate
 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=11th Semester-Masters, 6AD=11th Semester-Doctorate
 6BB=>12 Semesters-Bachelors, 6BM=>12 Semesters-Masters, 6BD=>12 Semesters-Doctorate

Counselors and Librarians:

1CM=1st Semester-Masters, 1CD=1st Semester-Doctorate
 1DM=2nd Semester-Masters, 1DD=2nd Semester-Doctorate
 2CM=3rd Semester-Masters, 2CD=3rd Semester-Doctorate
 2DM=4th Semester-Masters, 2DD=4th Semester-Doctorate
 3CM=5th Semester-Masters, 3CD=5th Semester-Doctorate
 3DM=6th Semester-Masters, 3DD=6th Semester-Doctorate
 4CM=7th Semester-Masters, 4CD=7th Semester-Doctorate
 4DM=>8 Semesters-Masters, 4DD=>8 Semesters-Doctorate

* NH=New Hire, RE=Reemployed

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **September 16, 2015**

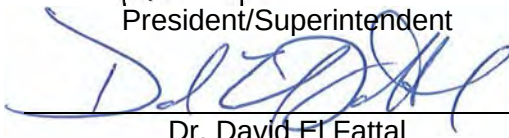
Agenda Item No. 26

FROM:



Dr. Jose Fierro
President/Superintendent

REVIEWED BY:



Dr. David El Fattal
Vice President of Business Services/
Assistant Superintendent

PREPARED BY:

Noorali Delawalla
Director of Fiscal Services

SUBJECT: Consideration of Approval of the 2015-16 Adopted Budget
--

ACTION

It is recommended that the Board of Trustees approve the proposed Adopted Budget for the 2015-16 Fiscal Year.

FISCAL IMPACT

As presented.

REPORT SUMMARY

The College is required to have its 2015-16 annual budget adopted by the Board of Trustees and submitted to the Chancellor's Office by September 16 and to the Los Angeles County Office of Education after adoption.

This budget provides a snapshot-in-time view of the District's projected revenues and expenditures. These financial projections are based upon the best and most current information available from both internal and external sources including the Chancellor's Office Budget Workshop that was held on July 30, 2015. Budget revisions are regularly presented to the Board of Trustees throughout the year as new information becomes available.

For 2015-16, key components of the unrestricted general fund include: 1.02% Cost of Living Adjustment (COLA); 3% enrollment growth; one-time mandate backlog funding, increased in operating expenses to cover STRS & PERS liability. Funding to hire full-time faculty and .26% deficit shortfall. Combined, these items equate to \$17,154,166 in additional revenue over the previous year. These additional revenues provide for a balanced budget with a surplus.

It is important to note that any future revenue shortfalls or expenditure increases will impact the budget in some way.

NOTICING REQUIREMENTS

The notice of public hearing on the proposed 2015-16 adopted budget was advertised in the Long Beach Press Telegram newspaper on September 2, 2015.

ATTACHMENT(S)

2015-16 Adopted Budget

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **September 16, 2015**

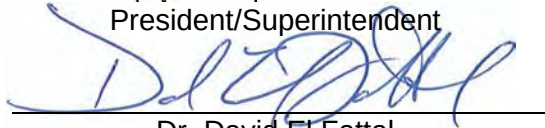
Agenda Item No. 27

FROM:



Dr. Jose Fierro
President/Superintendent

PREPARED BY:



Dr. David El Fattal
Vice President of Business Services/
Assistant Superintendent

SUBJECT:	Consideration of Approval for the Cerritos College Integrated Energy Master Plan (IEMP)
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ACTION

It is recommended that the Board of Trustees approve the Cerritos College Integrated Energy Master Plan (IEMP).

FISCAL IMPACT

Implementation costs are unknown at this time. Cost savings are projected for specified projects; actual cost savings will be determined as energy usage is monitored after recommendations are implemented.

REPORT SUMMARY

The Cerritos College Integrated Energy Master Plan (IEMP) has been a collaboration between Cerritos College, the CCC Chancellor's Office and Harley Ellis Devereaux, architects. Funding for the plan was provided by Southern California Edison. Subsequent to the IEMPs adoption by the Board of Trustees, the Chancellor's Office and Cerritos College will post the report online as a strategy and resource guide to be used by any of the System's 113 colleges, or other public institutions or agencies for potential utilization within their own operations.

The IEMP is a first-of-its-kind energy master plan that integrates energy planning with the College's educational and facilities master plans. The IEMP embodies a holistic and comprehensive approach to energy usage at each of the 40 buildings on campus and models current campus energy consumption and establishes Energy Use Intensity (EUI) metrics for setting building-by-building energy goals compared to external benchmarks. The plan strategically incorporates and leverages the synergies between energy efficiency, energy conservation, demand response and renewable energy production. The plan provides a roadmap for the College to consistently prioritize energy related projects based on empirical data and to achieve energy cost savings that can be utilized for more pressing institutional needs, such as student success initiatives.

Cerritos College understands it has a deep responsibility to its local communities and society-at-large to operate its facilities in ways that are efficient, sustainable and cost-effective—with the least possible impact on the environment. Reducing energy consumption is good for the environment and any generated cost savings can be utilized to better serve students and all communities, locally and globally. Consistent with these perspectives, the students, faculty, staff, administrators and Board of Trustees of the College have consistently pursued and implemented a wide range of sustainability efforts over many years, including energy efficiency improvement, recycling, LEED certification, green transportation and procurement practices, water conservation and more.

The major sections within the IEMP are:

Project Background and Guiding Energy Policy

This section provides an overview of key energy policies of the State of California and, relatedly, the California Community Colleges. Within this overview is a summary of the important role of Government Partnerships Energy Efficiency Programs and the benefits they provide to colleges. The section concludes with a discussion about how Cerritos College and other agencies can utilize these foundational policies to manage energy costs.

Project Approach

This section describes the methodologies that were used to create the IEMP. A hallmark of this plan is its innovative perspective and distinctive emphasis on the integration of varied energy solutions that synergistically address the College's present state and projected future condition.

Strategies

This section provides a broad framework for implementing energy solutions that deliver maximum savings and operating cost efficiencies, in alignment with institutional needs and California's loading order.

Project Phasing

This section identifies specific strategies that are most appropriate for each phase of campus development as outlined in the Facilities Master Plan. Thus, recommended phase-by-phase strategies with a range of possible savings are presented for Phases 1 through 5 of the FMP.

Incentives and Rebates

This section outlines incentive and rebate programs available for some of the strategies identified in the IEMP. These programs may yield financial advantages to the College in the implementation of selected strategies.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

Cerritos College Integrated Energy Master Plan, provided under separate cover

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **September 16, 2015**

Agenda Item No. 29

FROM:



Dr. Jose Fierro
President/Superintendent

SUBJECT: Consideration of Appointment of Two Members to the Community Task Force
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ACTION

It is recommended that the Board of Trustees take action to appoint two members to the Community Task Force.

FISCAL IMPACT

No fiscal impact.

REPORT SUMMARY

At the July 16, 2014 regular board meeting, the Board of Trustees established a Community Task Force to give District residents an outlet to provide feedback directly to campus leadership. Each board member will recommend up to three Community Task Force members who reside in their respective trustee area. The student trustee will recommend up to three students to serve on the task force.

The college has received the following applications:

- Grace Hu, Trustee Area 5
- Parimal Shah, Trustee Area 5

The board has received an application from the individuals above and will continue to receive applications as they are submitted. Additional appointments may be considered throughout the year so long as each board member appoints no more than three members to the Community Task Force.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

Community Task Force Overview

Community Task Force

The Community Task Force is a group made up of community members within the Cerritos College District. Members will be presented with information on various educational and economic/workforce development programs, given an opportunity for comments and questions, as well as serve as college ambassadors to the community at-large. (These topics are more like forums. For example, budget forums, the accreditation report, programs and services, application procedures (including AOC and Ed Plans), transfer requirements, etc.)

Each board member will solicit nominations from community organizations or high school principals, and appoint three individuals from his or her trustee area. The student trustee will appoint three students. The Board of Trustees will approve members in September of each year. Members will serve one-year terms and can be renominated. The goal is to have a minimum of 24 members of the community and students participate in the Community Conversations each year.

The Community Task Force will take place three times per year and are open to the public.

The calendar and the agenda for the Community Task Force will be developed by a planning committee consisting of:

Community Task Force Chairperson or Vice Chairperson

College President (or designee)

ACCME President (or designee)

Faculty Senate President (or designee)

CCFF President (or designee)

CSEA President (or designee)

ASCC President (or designee)

Board President (or designee)

The Community Task Force Chairperson will be the elected by the Task Force. The Chairperson will be responsible for organizing the agenda and leading the meeting. Prior to the first meeting, an orientation will be conducted so that members are knowledgeable enough about college matters to effectively serve as “college ambassadors” who will then share information with other members of the community in an informal manner.