



Meeting of the Board of Trustees

May 18, 2020

CALL TO ORDER: 5:00 P.M.

In an effort to control the spread of COVID-19, this meeting will not be physically open to the public. All members of the public may participate in the meeting via Zoom Videoconference. Upon entry into the meeting; all computers and telephones except for the Board of Trustees shall be muted. The May 18, 2020 Board Meeting will be conducted telephonically.

The closed session and regular session meeting will consist of two locations. The South Orange County Community College District Board of Trustees will participate via teleconference pursuant to Executive Order N-29-20 and N-35-20 issued by Governor Newsom on March 12 and March 21, 2020 respectively.

In compliance with the Executive Order, Board Members, interested parties, and members of the public will be able to call or sign-in to the meeting at 5 p.m. on Monday, May 18, 2020.

Primary Location: Saddleback College, Health Sciences/District Offices Building, Chancellor's Conference Room, HS 324, 28000 Marguerite Parkway, Mission Viejo, CA 92692.

Teleconferencing Location: via Zoom Videoconferencing at

<https://socccd.zoom.us/j/91535920902?pwd=OG03M2JpWHRwMVFTQ001QnQ2VEtjUT09>

Meeting ID 915 3592 0902, Meeting Password: 255399

This agenda is available on the SOCCCD website at www.socccd.edu

Consistent with the provisions of the Executive Order N-29-20 and N-35-20, the above-noticed meeting of the Board of Trustees shall take place as follows:

1. Members of the Board of Trustees may participate remotely via Zoom Videoconferencing. If members choose to participate remotely, their locations will not be noticed nor will public access be available at their locations.
2. Members of the public may participate via Zoom Videoconferencing using the link above or by **calling in to the meeting at (877) 853-5247 (Toll Free) or (888) 788-0099 (Toll Free) Meeting ID: 915 3592 0902, Password: 255399**
3. Members of the public wishing to comment on an agenda item or another topic within the jurisdiction of the Board of Trustees will be given the opportunity to ask questions by submitting public comments via email to the Board of Trustees Liaison, Grace Garcia, at: ggarcia@socccd.edu. All

public comments will be accepted via email. Submissions must be received prior to the posted start time of the meeting. Please include in the subject line of the email: **COMMENTS FOR THE MEETING OF MAY 18, 2020**. Please indicate if you are addressing a specific agenda item, or are making "Public Comment." Submissions will be read aloud at the meeting and must comply with the 2 minute time limit.

American with Disabilities Act (ADA)

It is the policy of the SOCCCD to fully comply with the requirements of the Americans with Disabilities Act. Consistent with that policy, the facilities where this event will be held are wheelchair accessible. Upon request, this announcement and the agenda or program for the event and any related materials, will be provided in alternative formats (such as large print, braille or accessible electronic text). If you need such materials or other disability accommodations (such as a translator) or more information, please contact the Office of the Chancellor at (949) 582-4840 at least 48 hours before the scheduled event.

1.0 PROCEDURAL MATTERS

1.1 Call to Order

1.2 Roll Call – Establishment of Quorum

Trustee T.J. Prendergast, Board President
Trustee Tim Jemal, Vice President
Trustee James Wright, Clerk of the Board
Trustee Barbara Jay, Member
Trustee David Lang, Member
Trustee Marcia Milchiker, Member
Trustee Terri Whitt Rydell, Member
Student Trustee Rose Esfandiari

1.3 Public Comments

Members of the public may address the Board on items listed to be discussed in closed session. If you wish to address the board on a closed session item, please submit your request via email prior to the start of closed session. Speakers are limited to two minutes each.

RECESS TO CLOSED SESSION FOR DISCUSSION OF THE FOLLOWING:

- 1.3 Public Employee Employment, Evaluation of Performance, Discipline, Dismissal, Release (Government Code Section 54957 and 54954.5)
 - A. Public Employee Discipline, Dismissal, Release (Government Code Section 54957)
- 1.4 Conference with Labor Negotiators (Government Code Section 54957.6)
 - A. Faculty Association (FA)
Agency Designated Negotiator: Dr. Cindy Vyskocil, Acting President - IVC

- B. Classified School Employees Association (CSEA)
Agency Designated Negotiator: Kim Widdes, Acting Vice Chancellor - HR
- C. Police Officers Association (POA)
Agency Designated Negotiator: Dr. Cindy Vyskocil, Acting President – IVC
- 1.5 Conference with Real Property Negotiators (Government Code Section 54956.8)
 - A. Exchange of Property
Agency Designated Negotiators: South Orange County Community College District – Ann-Marie Gabel, CPA, Vice Chancellor, Business Services (Seller), Andrew Bernstein, Jackson Tidus, (District Real Estate Legal Counsel) and Gregory G. Gotthardt, FTI Consulting, LLC (District Real Estate Consultant)

Lease of Property by District: Approximately 21.5 acres of real property located at 1610 Valencia Ave. and 1602 Victory Road Tustin, CA 92782 (Property) also known as the Advanced Technology & Education Park (ATEP site)

Negotiating Parties: Southern California University of Health Sciences

Under Negotiation: Instructions to designated negotiators will concern price and terms of payment for the ground lease of the identified Property.
- 1.6 Conference with Legal Counsel (Government Code Section 54956.9)
 - A. Anticipated Litigation (Government Code Section 54956.9(d)(2).)
Significant exposure to litigation: 2 potential cases
 - 1. Mark Prizmic - Claim number 584466
 - 2. Refaat Bilal - Appeal of Administrative Determination
 - B. Existing Litigation (Government Code Section 54956.9 (d)(1).)
1 case

RECONVENE OPEN SESSION: 6:30 P.M.

2.0 PROCEDURAL MATTERS

- 2.1 **Actions Taken in Closed Session**
- 2.2 **Invocation**
Led by Trustee Tim Jemal
- 2.3 **Pledge of Allegiance**
Led by Trustee David Lang
- 2.4 **Swearing In: Student Trustee Rose Esfandiari**
Oath of Office to be administered by Board President, T.J. Prendergast
- 2.5 **Public Comments**
Members of the public may address the Board on any item on the agenda at this time or during consideration of the item. Items not on the agenda

that are within the subject matter jurisdiction of the Board may also be addressed at this time. If you wish to address the board, please submit your request via email prior to the beginning of open session. Speakers are limited to two minutes each.

3.0 REPORTS

3.1 Oral Reports: *Speakers are limited to two minutes each.*

- A. Student Trustee
- B. Associated Student Government Reports
- C. Saddleback College Academic Senate
- D. Irvine Valley College Academic Senate
- E. Faculty Association
- F. Irvine Valley College Classified Senate
- G. Saddleback College Classified Senate
- H. California School Employees Association
- I. Police Officers Association
- J. Board Request(s) for Reports

4.0 DISCUSSION ITEMS

4.1 Saddleback College and Irvine Valley College: Student Government Tentative Budgets FY 2020-2021

Representatives from student government and college staff will present the tentative student government budgets for FY 2020-2021. The student government tentative budgets FY 2020-2021 are being submitted for approval under Agenda Item 6.5.

5.0 CONSENT CALENDAR ITEMS

All matters on the consent calendar are routine items and are to be approved in one motion unless a Board member requests separate action on a specific item, and states the compelling reason for separate action.

5.1 SOCCCD: Board of Trustees Meeting Minutes

Approve minutes of a Special Meeting held virtually on April 20, 2020 and a Regular Meeting held virtually on April 27, 2020.

5.2 Irvine Valley College, Saddleback College, SOCCCD: Resolutions

- 1. Tammy Bostwick, Outstanding Classified Employee of the Year, Irvine Valley College
- 2. Kevin Dalla Betta, Outstanding Classified Employee of the Year, Saddleback College
- 3. Danielle Miller, Classified Employee Outstanding Service Award, District Services
- 4. Resolution denouncing Xenophobia and anti-Asian sentiment arising due to fears of the COVID-19 Pandemic and affirming SOCCCD's commitment to the well-being and safety of Asian American

communities.

5. Resolution affirming our unwavering commitment to student success and equity as we respond to and recover from the COVID-19 Pandemic.

5.3 Saddleback College: New, Revised, and Deleted Curriculum for the 2020-21 and 2021-22 Academic Years

Approve the proposed curriculum change for the 2020-21 academic year at Saddleback College as listed in Exhibit A and the proposed curriculum changes for the 2021-22 academic year

5.4 SOCCCD: Transfer of Budget Appropriations: Adopt Resolution No. 20-12 to Approve FY 2019-2020 Budget Transfers

Adopt Resolution No. 20-12 to approve the transfer of budget appropriations as listed.

5.5 SOCCCD: Budget Amendment: Adopt Resolution No. 20-13 to Amend FY 2019-2020 Adopted Budget

Adopt Resolution No. 20-13 to amend the FY 2019-2020 Adopted Budget as listed.

5.6 SOCCCD: April 2020 Amendment

Ratify the amendment as listed.

5.7 SOCCCD: Purchase Orders and Checks

Ratify the purchase orders and checks as listed.

5.8 SOCCCD: Contracts

Ratify contracts as listed.

6.0 GENERAL ACTION ITEMS

6.1 SOCCCD: California Environmental Quality Act Exemption for Solar Shade Canopies Project at Irvine Valley College

Declare the Solar Shade Canopies project at Irvine Valley College to have no significant impact upon the environment and authorize the filing of the Notice of Exemption.

6.2 SOCCCD: Irvine Valley College Solar Shade Canopies Project, Energy Services Agreement Public Hearing

Open a public hearing and invite members of the public to present their comments with regard to the Energy Services agreement to install solar shade canopies equipment at Irvine Valley College.

6.3 SOCCCD: Irvine Valley College Solar Shade Canopies Project, Adopt Resolution No. 20-14, Authorizing Entering into an Energy Services Agreement

Adopt Resolution No. 20-14 to authorize entering into an Energy Services agreement for the Irvine Valley College Solar Shade Canopies project.

- 6.4 **SOCCCD: Irvine Valley College Solar Shade Canopies Project, Award of Energy Services Agreement, Operations and Maintenance Agreement and the Performance Output Guarantee Agreement, Borrego Solar Systems, Inc.**
Approve the Energy Services agreement, for a fixed price, lump sum value of \$3,180,067, and the Operations and Maintenance Agreement and the Performance Output Guarantee Agreement, with a contract value of \$890,657, for the Irvine Valley College Solar Shade Canopies project with Borrego Solar Systems, Inc.
- 6.5 **Saddleback College and Irvine Valley College: Student Government Tentative Budgets FY 2020-2021**
Approve the FY 2020-2021 tentative student government budgets as listed.
- 6.6 **SOCCCD: Annual Approval for Student Trustee to Receive Compensation and to Make/Second Motions for Board Meetings**
Approve compensation for the Student Trustee; allow the student trustee to make and second motions; and approve the term commencement date of May 18.
- 6.7 **SOCCCD: Consolidated Elections for Members of Governing Boards**
Approve Resolution #20-15 to notify the Orange County Department of Education of the consolidated election specifications.
- 6.8 **SOCCCD: 2021-2022 Academic Calendar**
Approve the proposed Academic Calendar for 2021-2022.
- 6.9 **SOCCCD: Academic Employee and Classified Administrator Personnel Actions – Regular Items**
Ratify New Personnel Appointments, Additional Compensation: General Fund, Additional Compensation: Categorical/Non-General Fund, Authorization to Eliminate Positions and/or Position Numbers.
- 6.10 **SOCCCD: Faculty Conversion to Canvas One – Time Stipends**
Ratify Additional Compensation: Canvas Conversion-General Fund.
- 6.11 **SOCCCD: Classified Personnel Actions – Regular Items**
Ratify Authorization to Establish and Announce (A) Classified Position(s), Out of Class Assignments – for Positions that are Temporarily Available due to Leaves of Absence, etc., Resignation/Retirement/Conclusion of Employment.
- 6.12 **SOCCCD: Non-Bargaining Unit Personnel Action – Regular Items**
Ratify New Personnel Appointments.
- 6.13 **SOCCCD: Equal Employment Opportunity (EEO) Plan 2019 - 2022**
Approve the SOCCCD Equal Employment Opportunity Plan, designed to communicate the importance of diversity in the workplace and eliminate barriers

to equal employment opportunities

6.14 **SOCCCD: Destruction of Class 3 Disposable Records**

Approve destruction of Class 3 disposable records in compliance with code.

6.15 **SOCCCD: Sabbatical Leave Revision**

Approve Revision of Sabbatical Leave previously approved by the Board.

6.16 **SOCCCD: Sabbatical Leave Rescindment**

Approve Rescindment of Sabbatical Leave previously approved by the Board.

7.0 REPORTS

7.1 **SOCCCD: Staff Response to Public Comments from Previous Board Meeting**

None

7.2 **SOCCCD: Facilities Plan Status Report**

Status of current construction projects.

7.3 **SOCCCD: Monthly Financial Status Report**

The reports display the adopted budget, revised budget and transactions through April 30, 2020.

7.4 **SOCCCD: Quarterly Investment Report**

Report for period March 31, 2020.

7.5 **SOCCCD: Retiree (OPEB) Trust Fund**

Report for period ending March 31, 2020.

7.6 **SOCCCD: Pension Stabilization Trust Fund**

Report for period ending March 31, 2020.

8.0 WRITTEN REPORTS FROM ADMINISTRATION

Reports by the following individuals may be written and submitted through the docket process prior to distribution of the Board agenda packet.

- A. Chancellor
- B. Acting President, Irvine Valley College
- C. President, Saddleback College

9.0 ADDITIONAL ITEMS

ADJOURNMENT (or continuation of closed session if required): **9:00 P.M.**

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Saddleback College and Irvine Valley College: FY 2020-2021 Tentative Student Government Budgets

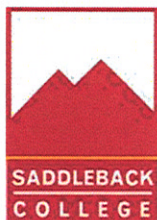
ACTION: Discussion

BACKGROUND

The Saddleback College Associated Student Government (ASG) and Associated Students of Irvine Valley College (ASIVC) have developed their tentative budgets for FY 2020-2021. During the spring semester 2020, the Saddleback College ASG tentative budget was ratified by the ASG Board of Directors. During the spring semester 2020, the ASIVC tentative budget was ratified by ASIVC, reviewed by the Budget Development and Resource Planning Committee, and reviewed by the Strategic Planning and Accreditation Council. Funding for the budgets is derived from the sale of student activity/access fees as well as bookstore and food service commissions. The budgets were established to provide funding for co-curricular programs, scholarships, student initiatives, and student activities, including student clubs.

STATUS

The Saddleback College ASG tentative budget for FY 2020-2021 is presented as EXHIBIT A. The Irvine Valley College ASIVC tentative budget for FY 2020-2021 is presented as EXHIBIT B.



Associated Student Government FY 2020-2021 Tentative Budget Presentation

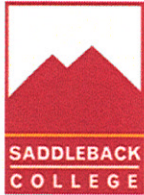
SOCCCD Board of Trustees
May 18, 2020

Presented by:
Jake Rybczyk, ASG President
Javier Osorio, ASG Director of Budget and Finance
Adam Brownell, ASG President-Elect



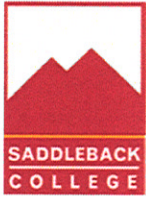
Budget Highlights

- \$185,000 in beginning balance due to unused funds from Fiscal Year 2019-2020
- \$150,000 projected in ASG Stamp Sales
- Contracted revenue is based on bookstore and vending machine services. We do not anticipate revenue from our new food provider for 2020-2021. ASG receives 40.72% of contracted services revenue.
 - \$223,960 (40.72% of \$550,000)
 - \$1,955 (40.72% of \$4,800; total is derived from 12 months - vending @ \$400/mo)
- Committed to donate at least 20% of total sources of funds, after taking out the emergency reserve and OCTA Bus Pass Program, to fund scholarships:
 - Child Development Center
 - Foundation General Scholarships
 - Financial Aid Book Scholarships
 - Promise Program
- Emergency reserve represents 7% of total budget



Tentative Budget Chart

Sources and Uses of Funds	FY 2019-2020 Adopted Budget	FY 2020-2021 Tentative Budget	Change	Note
Sources of Funds				
<i>Beginning Balance</i>	238,349	185,000	(53,349)	A
<i>Revenue</i>				
Bookstore Contract	223,960	223,960	0	B
Cafeteria/Coffee Cart/Vending	29,318	1,955	(27,363)	C
Stamp Sales	125,000	150,000	25,000	D
Total Sources of Funds	616,627	560,915	(55,712)	E
Uses of Funds				
Campus Life	158,920	119,425	(39,495)	F
Co-Curricular Programs	47,175	51,208	4,033	F
ASG Operations	15,500	15,500	0	F
ASG Operations (Personnel, Non-Discretionary)	97,045	101,245	4,200	F
Student Support	135,157	141,175	6,018	F
Scholarships	113,500	92,888	(20,612)	G
Emergency Reserve	49,330	39,474	(9,856)	H
Total Uses of Funds	616,627	560,915	(55,712)	E
A. Beginning balance from unused funds from FY19-20				
B. Bookstore revenue will remain stable for FY20-21				
C. Dining services planned to decrease due to new food service provider				
D. ASB Stamp revenue has increased for past two fiscal years due to the new Opt-Out initiated in FY18-19				
E. Total Sources of Funds decreased due to lower beginning balance and less revenue from food services				
F. Variances in some categories changed due to new and old programs funded through division funding cycle				
G. Scholarships reflect at least 20% of the budget after emergency reserve and OCTA Bus pass is removed; decreased due to smaller beginning balance				
H. Emergency reserve reflects 7% of the Sources of Funds				



FY 2019-2020 ASG Highlights

Non-Academic Barriers

- Worked to finalize a contract providing OCTA bus passes to all students for the next 3 years beginning Fall 2020
- Assisted EOPS to host the annual Turkey Drive and Adopt-A-Family to provide food for 20 families and gifts for 35 children
- Partnered with Athletics and campus clubs to host the first ever Coaches vs. Cancer event at Saddleback College and raised over \$1,000 for the American Cancer Society



Advocacy

- Worked with the Muslim Student Association to secure a location for a personal reflection room and the LGBTQIA+ Club to advocate for creating more gender-neutral restrooms on campus
- Participated in the Student Senate for California Community Colleges virtual General Assembly to pass resolutions on issues impacting CCC students

Campus-Wide Projects

- Participated in the selection process for the new food service provider and attended design meetings for the new Gateway building
- Assisted in mobilizing students to participate in the planting of 50 live oak trees as a part of the Campus Beautification Committee quad project.





Associated Students Irvine Valley College (ASIVC)

FY 2020-2021
Tentative Budget Presentation
Board of Trustees
Monday, May 18, 2020

Presented By

Feras Khatib, 2019-2020 ASIVC President
Brianna Ross, 2020-2021 ASIVC President
Tristan Vu, 2020-2021 ASIVC Executive VP



ASIVC Budget Highlights FY 2020-2021

BUDGETED \$1,010,000 FY 2020-2021

- Projected \$400,000 Beginning Balance
- Projected \$140,000 ASIVC ACCESS
- Contracted \$450,000 Bookstore Commissions
- Contracted \$20,000 Cafeteria Commissions

ASIVC Budget FY 2020 - 2021

Sources and Uses of Funds	FY 2019-2020 Adopted Budget	FY 2020-2021 Tentative Budget	Notes:
Sources of Funds:			
Beginning Fund Balance	\$160,000	\$400,000	a
ASIVC ACCESS Sales	\$140,000	\$140,000	b
Bookstore Commissions (50/50 Split w/Instructional)	\$450,000	\$450,000	c
Cafeteria Commissions	\$90,000	\$20,000	d
Total Sources of Funds	\$840,000	\$1,010,000	
Uses of Funds:			
Instructional Departments	\$269,700	\$212,500	c
Student Services & Scholarships	\$100,800	\$113,000	e
Club Program Support	\$14,300	\$62,500	f
ASIVC Events/Programs	\$83,376	\$211,500	f
Student Life Nondiscretionary	\$287,824	\$270,000	f
Contingency Funds/Mid Year Requests	\$84,000	\$140,500	g
Total Uses of Funds	\$840,000	\$1,010,000	

- a. Projected beginning balance is based on the current balance as of April 2020 & COVID-19 impact of cancelled programs/events.
- b. Continued ASIVC Access sales collected for Fall, Spring, and Summer
- c. ASIVC adjusted the revenue and allocation of Bookstore funds in order to provide a consistent amount to instructional programs (approximately 50/50 split w/ASIVC)
- d. For planning purposes, cafeteria revenue is assumed at \$20K. The projection will be updated for the adopted budget when the new contract is executed.
- e. Specific amounts have been identified for each; \$40K Student Services & \$73K for Scholarships
- f. Reorganized funding to reflect growth in Leadership Development opportunities and support of robust Club Program
- g. Increase due to the required 10% minimum in contingency funds & cancellation of major events due to COVID-19

ASIVC Accomplishments FY 2019-2020



ASIVC Student Senate:

- ❖ Ratified new Bylaws & Organizational Structure; provides for empowering student leadership and effective representation
- ❖ Successfully awarding the Te'Veannah Smith Emergency Fund
- ❖ Awarding over \$60,000 in Student Scholarships this month
- ❖ Approved OCTA funding - first year commitment

Student Leadership Development:

- ❖ Participated in Parliamentary Procedure Training and Leadership Development Workshops
- ❖ Scheduled to attend Student Senate California Community Colleges (SSCCC) Legislative Conference & ASACC in DC for the 1st time
- ❖ Continue to support Inter Club Council and very robust Club Program

Facilities:

- ❖ Created student centered college atmosphere in Student Life & Equity
- ❖ Organized work stations in Student Activity Center for more efficient work flow & created desk space for ASIVC President

TO: Board of Trustees
FROM: Kathleen F. Burke, Chancellor
RE: SOCCCD: Minutes of the Board of Trustees Meeting
ACTION: Approval

Minutes from:

April 20, 2020 Special Meeting of the Board of Trustees (Exhibit A) and
April 27, 2020 Regular Meeting of the Board of Trustees (Exhibit B)

are submitted to the Board for review and approval.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
Via Zoom Videoconferencing

MINUTES OF THE SPECIAL BOARD OF TRUSTEES' MEETING
April 20, 2020

PRESENT

Members of the Board of Trustees:

T.J. Prendergast, III, President
Timothy Jemal, Vice President
James R. Wright, Clerk
Marcia Milchiker, Member
David B. Lang, Member
Barbara J. Jay, Member
Terri Whitt Rydell, Member

Also present for the duration of the meeting were:

Kathleen F. Burke, Chancellor
Ann-Marie Gabel, Vice Chancellor, Business Services
Andrew Bernstein, Jackson Tidus
Greg Gotthardt, FTI Consulting

CALL TO ORDER: 3:00 P.M.

1.0 PROCEDURAL MATTERS

1.1 Call To Order

1.2 Roll Call – Establishment of Quorum

Trustee T.J. Prendergast, Board President
Trustee Tim Jemal, Vice President
Trustee James Wright, Clerk of the Board
Trustee Barbara Jay, Member
Trustee David Lang, Member
Trustee Marcia Milchiker, Member
Trustee Terri Whitt Rydell, Member

All board members were present at the meeting.

1.3 Public Comments

*Members of the public may address the Board on items listed on the agenda. **Speakers are limited to two minutes each.***

No public comments were submitted.

2.0 **APPROVAL ITEM**

- 2.1 SOCCCD: Advanced Technology and Education Park (ATEP): Approve Amendment No. 1 to ACS Development Group, Inc.(ACS) Ground Lease Granting Extension of Due Diligence Period and Performance Dates to Accommodate COVID-19 Related Delays

Approve Amendment No. 1 to the ACS Ground Lease providing for the extensions of the dates and periods specified and authorize the Chancellor and/or Vice-Chancellor of Business Services to execute Amendment No. 1 on behalf of the District.

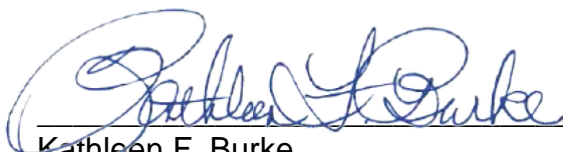
EXHIBIT A-B

Vice Chancellor Gabel summarized the request to approve the Amendment to ACS Development Group, Inc., Ground Lease and to extend the due diligence dates and periods to accommodate delays related to COVID-19.

On a motion made by Trustee Whitt Rydell and seconded by Trustee Jay, the Amendment to the ACS Ground Lease providing for the extension of the dates and periods specified in Exhibit A was approved unanimously on a roll call vote.

ADJOURNMENT

Meeting adjourned at 3:14 p.m.



Kathleen F. Burke
Secretary

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
CHANCELLOR'S CONFERENCE ROOM, HS 324
HEALTH SCIENCES/DISTRICT OFFICES BLDG., SADDLEBACK COLLEGE
AND VIA ZOOM VIDEOCONFERENCE**

**MINUTES OF THE BOARD OF TRUSTEES' MEETING
April 27, 2020**

PRESENT VIA ZOOM

Members of the Board of Trustees:

T.J. Prendergast, III, President
Timothy Jemal, Vice President
James R. Wright, Clerk
Barbara J. Jay, Member
David B. Lang, Member
Marcia Milchiker, Member
Terri Whitt Rydell, Member
Martha Uriarte, Student Member

Administrative Officers:

Kathleen F. Burke, Chancellor
Robert Bramucci, Vice Chancellor, Technology and Learning Services
Ann-Marie Gabel, Vice Chancellor, Business Services
Kim Widdes, Acting Vice Chancellor, Human Resources
Cindy Vyskocil, Acting President, Irvine Valley College
Elliot Stern, President Saddleback College

CALL TO ORDER: 5:00 P.M.

In an effort to control the spread of COVID-19, this meeting will not be physically open to the public. All members of the public may participate in the meeting via Zoom Videoconference. Upon entry into the meeting; all computers and telephones except for the Board of Trustees shall be muted. The April 27, 2020 Board Meeting will be conducted telephonically.

The closed session and regular session meeting will consist of two locations. The South Orange County Community College District Board of Trustees will participate via teleconference pursuant to Executive Order N-29-20 and N-35-20 issued by Governor Newsom on March 12 and March 21, 2020 respectively.

In compliance with the Executive Order, Board Members, interested parties, and members of the public will be able to call or sign-in to the meeting at 5 p.m. on Monday, April 27, 2020.

Primary Location: Saddleback College, Health Sciences/District Offices Building, Chancellor's Conference Room, HS 324, 28000 Marguerite Parkway, Mission Viejo, CA 92692.

Teleconferencing Location: via Zoom Videoconferencing at <https://socccd.zoom.us/j/97491383142?pwd=THJ2aEtHZHpUNEUybU12YUFOSDNjUT09>

Meeting ID 974-9138-3142, Meeting Password: 442288

This agenda is available on the SOCCCD website at www.socccd.edu

Consistent with the provisions of the Executive Order N-29-20 and N-35-20, the above-noticed meeting of the Board of Trustees shall take place as follows:

1. Members of the Board of Trustees may participate remotely via Zoom Videoconferencing. If members choose to participate remotely, their locations will not be noticed nor will public access be available at their locations.
2. Members of the public may participate via Zoom Videoconferencing using the link above or by calling in to the meeting at (877) 853-5247 (Toll Free) or (888) 788- 0099 (Toll Free) Meeting ID: 974-9138-3142, Password: 442288
3. Members of the public wishing to comment on an agenda item or another topic within the jurisdiction of the Board of Trustees will be given the opportunity to ask questions by submitting public comments via email to the Board of Trustees Liaison, Grace Garcia, at: ggarcia@socccd.edu. All public comments will be accepted via email. Submissions must be received prior to the posted start time of the meeting. Please include in the subject line of the email: **COMMENTS FOR THE MEETING OF APRIL 27, 2020.** Please indicate if you are addressing a specific agenda item, or are making "Public Comment." Submissions will be read aloud at the meeting and must comply with the 2 minute time limit.

American with Disabilities Act (ADA)

It is the policy of the SOCCCD to fully comply with the requirements of the Americans with Disabilities Act. Consistent with that policy, the facilities where this event will be held are wheelchair accessible. Upon request, this announcement and the agenda or program for the event and any related materials, will be provided in alternative formats (such as large print, braille or accessible electronic text). If you need such materials or other disability accommodations (such as a translator) or more information, please contact the Office of the Chancellor at (949) 582-4840 at least 48 hours before the scheduled event.

1.0 PROCEDURAL MATTERS

1.1 Call to Order

1.2 Roll Call - Establishment of Quorum

Trustee T.J. Prendergast, Board President
Trustee Tim Jemal, Vice President
Trustee James Wright, Clerk of the Board
Trustee Barbara Jay, Member
Trustee David Lang, Member
Trustee Marcia Milchiker, Member
Trustee Terri Whitt Rydell, Member
Student Trustee Martha Uriarte

1.3 Public Comments

Members of the public may address the Board on items listed to be discussed in closed session. If you wish to address the board on a closed session item, please submit your request prior to the start of closed session. Speakers are limited to two minutes each.

There were no public comments made.

RECESS TO CLOSED SESSION FOR DISCUSSION OF THE FOLLOWING:

1.3 Public Employee Employment, Evaluation of Performance, Discipline, Dismissal, Release (Government Code Section 54957 and 594954.5)

A. Public Employee Discipline, Dismissal, Release (Government Code Section 54957(b).)

1.4 Conference with Labor Negotiators (Government Code Section 54957.6)

- A. Faculty Association (FA)
Agency Designated Negotiator: Dr. Cindy Vyskocil, Acting President – IVC
- B. Classified School Employees Association (CSEA)
Agency Designated Negotiator: Kim Widdes, Acting Vice Chancellor – HR
- C. Police Officers Association (POA)
Agency Designated Negotiator: Dr. Cindy Vyskocil, Acting President – IVC

1.5 Conference with Legal Counsel (Government Code Section 54956.9)

- A. Anticipated Litigation (Government Code Section 54956.9(d)(2).)
Significant exposure to litigation: 2 potential cases
 - 1. Claim number 583008 - Mitchell Khong
 - 2. Claim number 556881 - Marc Levinson
- B. Existing Litigation (Government Code Section 54956.9 (d)(1).)
1 case

RECONVENE OPEN SESSION: 6:30 P.M.

2.0 PROCEDURAL MATTERS

2.1 Actions Taken in Closed Session

On a 7 to 0 roll call vote, the board voted in closed session to issue a Notice of Rejection of Claim (regarding claim number #583008), pursuant to Government Code section 913. The Governing Board further authorizes the Chancellor or her designee to issue any appropriate notices.

On a 7 to 0 roll call vote, the board voted in closed session to issue a Notice of Rejection of Claim (regarding claim number #556881), pursuant to Government Code section 913. The Governing Board further authorizes the Chancellor or her designee to issue any appropriate notices.

2.2 Invocation

Led by Trustee Barbara Jay

2.3 Pledge of Allegiance

Led by Trustee Tim Jemal

2.4 Public Comments

Members of the public may address the Board on any item on the agenda at this time or during consideration of the item. Items not on the agenda that are within the subject matter jurisdiction of the Board may also be addressed at this time. If you wish to address the board, please submit your request prior to the beginning of open session. Speakers are limited to two minutes each.

A public comment was made commending the Irvine Valley College Foundation Office for their work in supporting the campus community in these uncertain times.

3.0 REPORTS

3.1 Oral Reports: Speakers are limited to two minutes each.

- A. Student Trustee
- B. Associated Student Government Reports
- C. Board Request(s) for Reports

4.0 DISCUSSION ITEMS

- 4.1 SOCCCD: District-wide Strategic Plan
The presentation will highlight the collaborative planning process, data analysis used to create the Environmental Scan 2019, and the development of the new District-wide Strategic Plan 2020-2025. The Strategic Plan is being submitted for approval under Agenda Item 6.1.

[Item 4.1](#)
[Exhibit A](#)

- 4.2 SOCCCD: Basic Aid Allocation Recommendation FY 2020-2021
A presentation on the basic aid allocation recommendations for FY 2020-2021 will be made to the Board of Trustees this evening. The Basic Aid Allocation Recommendation FY 2020-2021 is being submitted for approval under Agenda Item 6.2.

[Item 4.2](#)
[Exhibit A](#)

- 4.3 SOCCCD: Sustainability Plan Report
Representatives from District Services and college staff will present and update on the progress towards achieving the Sustainability Goals set by the Board of Trustees.

[Item 4.3](#)
[Exhibit A](#)

Trustee Prendergast requested to remove item 5.2, Trustee Jemal requested to remove item 5.8, Trustee Milchiker requested to remove item 5.11 and Trustee Jay requested to remove items 5.14 and 5.16 for separate discussion and action.

On a motion made by Trustee Jemal and seconded by Trustee Jay, the balance of the consent calendar was approved on a unanimous roll call vote.

5.0 CONSENT CALENDAR ITEMS

All matters on the consent calendar are routine items and are to be approved in one motion unless a Board member requests separate action on a specific item, and states the compelling reason for separate action.

- 5.1 SOCCCD: Board of Trustees Meeting Minutes
Approve minutes of a Regular Meeting held on March 23, 2020.

[Item 5.1](#)
[Exhibit A](#)

- 5.2 SOCCCD: Resolutions
1. Martha Uriarte, Student Trustee
 2. Emily Quinlan, Professor of the Year, Saddleback College
 3. Rebecca Leonardo, Associate Professor of the Year, Saddleback College
 4. Marcela Duran DeMehranfard, Emeritus Professor of the Year, Saddleback College

5. Leonard Lamp, Professor of the Year, Irvine Valley College
6. Gail Schwartz, Associate Professor of the Year, Irvine Valley College
7. Jackie Ovadia, Emeritus Professor of the Year, Irvine Valley College
8. Classified Employee Week, May 17-23, 2020

[Item 5.2](#)

[Resolution 1](#)

[Resolution 2](#)

[Resolution 3](#)

[Resolution 4](#)

[Resolution 5](#)

[Resolution 6](#)

[Resolution 7](#)

[Resolution 8](#)

Student Trustee Uriarte was recognized with a commemorative plaque and a resolution for her one year term as a board member. The honorees receiving board resolutions this month will be recognized for their achievements at their respective college campus.

On a motion made by Trustee Jemal and seconded by Trustee Jay, this item was approved on a unanimous roll call vote.

- 5.3 Irvine Valley College: Curriculum Revisions for the 2020-2021 Academic Year

Approve curriculum revisions as recommended by the Curriculum Committee in consultation with the Academic Senate for the 2020-2021 academic year, pursuant to Title 5, Section 53200 et seq.

[Item 5.3](#)

[Exhibit A](#)

- 5.4 Saddleback College: New, Revised, and Deleted Curriculum for the 2020-21 and 2021-22 Academic Years

Approve the proposed curriculum changes for the 2020-21 academic year at Saddleback College and the proposed curriculum changes for the 2021-22 academic year.

[Item 5.4](#)

[Exhibits A-F](#)

- 5.5 SOCCCD: Saddleback College and Irvine Valley College, Notices of Completion, Various Projects

Authorize filing the Notices of Completion for the Central Plant Floor Epoxy project at Saddleback College to Specialty Flooring, Inc., for a contract total of \$89,000, for the Access Control & Security Systems and Hardware project #P19651 at Irvine Valley College to Blue Violet

Networks, LLC, for a contract total of \$233,505.46 and for the Performing Arts Center Main Theater Audio Visual Improvements project at Irvine Valley College to EIDIM AV Technology, with a contract total of \$292,086.77.

[Item 5.5](#)
[Exhibits A-C](#)

- 5.6 SOCCCD: Ratification for Declaration of an Emergency Situation Regarding a Fire in the BSTIC Building at Irvine Valley College, Castlerock Environmental, Inc.
Ratify the declaration of an emergency situation regarding a fire in the BSTIC building at Irvine Valley College and ratify the contract with Castlerock Environmental, Inc. in the amount of \$93,475 for necessary repairs.

[Item 5.6](#)
[Exhibits A-C](#)

- 5.7 SOCCCD: 2021-2022 Academic Calendar
Accept for review and study the proposed Academic Calendar for 2021-2022.

[Item 5.7](#)
[Exhibits A-B](#)

- 5.8 SOCCCD: Regional Strong Workforce Program Participation Agreement for FY 2019-2020 between Rancho Santiago Community College District and SOCCCD
Approve the Regional Strong Workforce Program Participation Agreement in the amount of \$144,800, extend the Master Agreement term to December 31, 2021, and authorize the Vice Chancellor of Business Services or designee to execute the agreement.

On a motion made by Trustee Lang and seconded by Trustee Jay, this item was approved on a unanimous roll call vote.

[Item 5.8](#)
[Exhibits A-B](#)

- 5.9 SOCCCD: Master Subscription Agreement and Order Form for Contract Management Software, Jaggaer, LLC.

Approve the Master Subscription Agreement and Order Form with Jaggaer, LLC for contract management software from May 22, 2020 to May 21, 2025 in the amount of \$256,880.

[Item 5.9](#)
[Exhibit A](#)

- 5.10 SOCCCD: Declare Miscellaneous Furniture and Equipment as Surplus
Approve the sale or disposal of surplus property and authorize the Executive Director of Procurement, Central Services and Risk Management to hire a private auction firm to conduct the auction, and/or donate, recycle or dispose of items.

[Item 5.10](#)
[Exhibit A](#)

- 5.11 SOCCCD: Declare Personal Protective Equipment (PPE), Cleaning, Disinfecting and Miscellaneous Supplies as Surplus for Donation
Ratify the declaration of Personal Protective Equipment (PPE), cleaning, disinfecting and miscellaneous supplies as surplus for donation in response to the COVID-19 pandemic.

On a motion made by Trustee Milchiker and seconded by Trustee Lang, this item was approved on a unanimous roll call vote.

[Item 5.11](#)
[Exhibit A](#)

- 5.12 SOCCCD: Transfer of Budget Appropriations: Adopt Resolution No. 20-11 to Approve FY 2019-2020 Budget Transfers
Adopt Resolution No. 20-11 to approve the transfer of budget appropriation as listed.

[Item 5.12](#)
[Exhibit A](#)

- 5.13 SOCCCD: Budget Amendment: Adopt Resolution No. 20-09 to Amend FY 2019-2020 Adopted Budget
Adopt Resolution No. 20-09 to amend the FY 2019-2020 Adopted Budget as listed.

[Item 5.13](#)
[Exhibit A](#)

- 5.14 SOCCCD: February – April 2020 Change Orders/Amendments
Ratify the change orders and amendments as listed.

On a motion made by Trustee Jay and seconded by Trustee Whitt Rydell, this item was approved on a unanimous roll call vote.

[Item 5.14](#)
[Exhibits A-E](#)

- 5.15 SOCCCD: Purchase Orders and Checks
Ratify the purchase orders and checks as listed.

[Item 5.15](#)
[Exhibits A-C](#)

- 5.16 SOCCCD: Contracts
Ratify contracts as listed.

On a motion made by Trustee Lang and seconded by Trustee Jay, this item was approved on a unanimous roll call vote.

[Item 5.16](#)
[Exhibits A-C](#)

6.0 GENERAL ACTION ITEMS

- 6.1 SOCCCD: District-wide Strategic Plan
The presentation will highlight the collaborative planning process, data analysis used to create the Environmental Scan 2019, and the development of the new District-wide Strategic Plan 2020-2025.

On a motion made by Trustee Wright and seconded by Trustee Jemal, this item was approved on a unanimous roll call vote.

[Item 6.1](#)
[Exhibits A-B](#)

- 6.2 SOCCCD: Basic Aid Allocation Recommendation FY 2020-2021
Approve the basic aid funding allocations for 2020-2021 in the amount of \$95,745,695 which will be included in the 2020-2021 Tentative Budget, along with the \$4,300,000 allocation made during 2019-2020 for the Saddleback College ATEP 1st Building project.

On a motion made by Trustee Jemal and seconded by Trustee Milchiker, this item was approved on a unanimous roll call vote.

[Item 6.2](#)
[Exhibit A](#)

- 6.3 SOCCCD: OCSBA Board of Directors Interest Form
Approve possible trustee nomination(s) for transmittal to OCSBA.

A nomination was not made, therefore no action was taken.

[Item 6.3](#)
[Exhibit A](#)

- 6.4 SOCCCD: Irvine Valley College B100 Exterior Improvements Project, Award of Bid No. 372, Thomco Construction, Inc.
Approve award of Bid No. 372, B100 Exterior Improvements Project, and approve the agreement with Thomco Construction, Inc., in the amount of \$730,179, and authorize the Vice Chancellor of Business Services or designee, to execute the agreement.

On a motion made by Trustee Lang and seconded by Trustee Wright, this item was approved on a unanimous roll call vote.

[Item 6.4](#)
[Exhibits A-B](#)

At 8:45 p.m., a motion was made by Trustee Jemal and seconded by Trustee Whitt Rydell to extend the meeting to 9:30 p.m. The extension of the meeting was approved on a unanimous roll call vote.

- 6.5 SOCCCD: Coronavirus Aid, Relief, and Economic Security (CARES) Act, Higher Education Stimulus Allocations Recipient's Funding Certification and Agreement
Ratify the emergency financial aid grant funds allocation of \$4,390,957 and authorize the Vice Chancellor of Business Services, or designee, to complete the application, execute agreements, and accept the remaining institutional purposes funding of \$4,390,956 from the Coronavirus Aid, Relief, and Economic Security (CARES) Act, Higher Education Stimulus.

On a motion made by Trustee Jemal and seconded by Trustee Milchiker, this item was approved on a 6-0 vote with Trustee Whitt Rydell absent.

[Item 6.5](#)
[Exhibits A-D](#)

- 6.6 SOCCCD: Assessment of Good Standing for the Foundations and ATEP Facilities Corporation
Affirm that the ATEP Facilities Corporation, the Irvine Valley College Foundation, the Saddleback College Foundation and the Foundation for the South Orange County Community College District remain in good standing.

On a motion made by Trustee Jay and seconded by Trustee Wright, this item was approved on a unanimous roll call vote.

[Item 6.6](#)
[Exhibits A-D](#)

- 6.7 SOCCCD: Academic Employee and Classified Administrator Personnel Actions – Regular Items
Ratify New Personnel Appointments, Additional Compensation: General Fund, Additional Compensation: Categorical/Non-General Fund, Change of Status, Authorization to Establish and Announce Positions, Reorganization/Reclassification, Resignation/ Retirement/Conclusion of Employment.

On a motion made by Trustee Milchiker and seconded by Trustee Jay, this item was approved on a 6 to 0 roll call vote with Trustee Lang abstaining.

[Item 6.7](#)
[Exhibits A-B](#)

At 9:29 p.m., a motion was made by Trustee Jemal and seconded by Trustee Jay to extend the meeting to 10:00 p.m. The extension of the meeting was approved on a unanimous roll call vote.

- 6.8 SOCCCD: Faculty Conversion to Canvas One – Time Stipends
Ratify Additional Compensation: Canvas Convesion-General Fund.

On a motion made by Trustee Whitt Rydell and seconded by Trustee Jay, this item was approved on a 6 to 1 vote with Trustee Lang casting a negative vote.

[Item 6.8](#)
[Exhibit A](#)

- 6.9 SOCCCD: Classified Personnel Actions – Regular Items
Ratify New Personnel Appointments, Authorization to Establish and Announce
Classified Positions, Reorganization/Reclassification, Authorization to Increase/Decrease Hours Per Week and/or Months Per Year for Classified Positions, Classified Bilingual Stipend, Additional Compensation, Out of Class Assignments for Positions that are Temporarily Available Due to Leaves of Absence, etc., Resignation/Retirement/Conclusion of Employment.

On a motion made by Trustee Jemal and seconded by Trustee Wright, this item was approved on a unanimous roll call vote.

[Item 6.9](#)
[Exhibit A](#)

- 6.10 SOCCCD: Non-Bargaining Unit Personnel Action – Regular Items
Ratify New Personnel Appointments, Volunteers.

On a motion made by Trustee Jay and seconded by Trustee Milchiker, this item was approved on a unanimous roll call vote.

[Item 6.10](#)
[Exhibit A](#)

- 6.11 SOCCCD: Faculty Association (FA) – Memorandum of Understanding for Novel Coronavirus (COVID-19)
Approve Memorandum of Understanding with FA.

On a motion made by Trustee Jemal and seconded by Trustee Wright, this item was approved on a unanimous roll call vote.

[Item 6.11](#)
[Exhibit A](#)

- 6.12 SOCCCD: California School Employees Association (CSEA) – Memorandum of Understanding for Novel Coronavirus (COVID-19)
Approve Memorandum of Understanding with CSEA.

On a motion made by Trustee Milchiker and seconded by Trustee Jay, this item was approved on a unanimous roll call vote.

[Item 6.12](#)
[Exhibit A](#)

- 6.13 SOCCCD: Police Officers Association (POA) – Side Letter of Agreement for Novel Coronavirus (COVID-19)
Approve Side Letter of Agreement with POA.

On a motion made by Trustee Milchiker and seconded by Trustee Jay, this item was approved on a unanimous roll call vote.

[Item 6.13](#)
[Exhibit A](#)

- 6.14 SOCCCD: Sabbatical Leave Revision
Approve Revision of Sabbatical Leaves previously approved by the Board.

On a motion made by Trustee Lang and seconded by Trustee Jay, this item was approved on a unanimous roll call vote.

[Item 6.14](#)
[Exhibit A](#)

- 6.15 SOCCCD: Sabbatical Leave Rescindment
Approve Rescindment of Sabbatical Leave previously approved by the Board.

On a motion made by Trustee Lang and seconded by Trustee Wright, this item was approved on a unanimous roll call vote.

[Item 6.15](#)
[Exhibit A](#)

7.0 REPORTS

- 7.1 SOCCCD: Staff Response to Public Comments from Previous Board Meeting
None

[Item 7.1](#)

- 7.2 SOCCCD: Facilities Plan Status Report
Status of current construction projects.

[Item 7.2](#)
[Exhibit A](#)

- 7.3 SOCCCD: Monthly Financial Status Report
The reports display the adopted budget, revised budget and transactions through March 31, 2020.

[Item 7.3](#)
[Exhibit A](#)

- 7.4 SOCCCD: Retiree (OPEB) Trust Fund.
Report for period ending February 29, 2020.

[Item 7.4](#)
[Exhibit A](#)

- 7.5 SOCCCD: Basic Aid Report
Report for period ending March 31, 2020.

[Item 7.5](#)
[Exhibit A](#)

- 7.6 SOCCCD: Quarterly Financial Status Report
Report for period ending March 31, 2020.

[Item 7.6](#)
[Exhibit A](#)

8.0 REPORTS FROM ADMINISTRATION AND GOVERNANCE GROUPS

Reports by the following individuals and groups may be written and submitted through the docket process prior to distribution of the Board agenda packet. Speakers are limited to two minutes each.

- A. Saddleback College Academic Senate
- B. Irvine Valley College Academic Senate
- C. Faculty Association
- D. Irvine Valley College Classified Senate
- E. Saddleback College Classified Senate
- F. California School Employees Association
- G. Police Officers Association

[Item 8.0](#)

[Chancellor's Written Report](#)

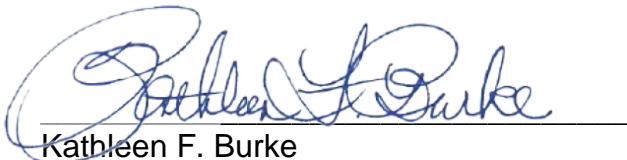
[Irvine Valley College Written Report](#)

[Saddleback College Written Report](#)

9.0 ADDITIONAL ITEMS

ADJOURNMENT (or continuation of closed session if required): 9:00 P.M.

The meeting adjourned at 9:42 p.m.



Kathleen F. Burke
Secretary, Board of Trustees

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Resolutions

ACTION: Approval

Board Resolutions are presented as a formal recognition by the Board of Trustees to honor extraordinary achievements such as board service, national and/or state championships as well as to those who have provided honorable, extraordinary, lasting contributions to students, the community or education. The honorees will accept their board resolution and will be recognized for their achievement at their respective college campus.

There are three Classified Employee of the Year resolutions being presented this month. The honorees will be formally recognized by their respective work locations at a later date.

1. Tammy Bostwick, Outstanding Classified Employee of the Year, Irvine Valley College
2. Kevin Dalla Betta, Outstanding Classified Employee of the Year, Saddleback College
3. Danielle Miller, Classified Employee Outstanding Service Award, District Services

In addition, there are two resolutions being submitted to the board for approval this month in recognition of the potential inequities that could exist within the South Orange County Community College District as a result of COVID-19. Reaffirming our commitment to diversity, equity, and inclusion by additionally denouncing all discrimination during the COVID-19 Pandemic.

1. A resolution denouncing Xenophobia and anti-Asian sentiment arising due to fears of the COVID-19 Pandemic and affirming SOCCCD's commitment to the well-being and safety of Asian American communities.
2. A resolution affirming our unwavering commitment to student success and equity as we respond to and recover from the COVID-19 Pandemic.

RESOLUTION

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES
May 18, 2020

Irvine Valley College Classified Employee of the Year **Tammy Bostwick**

WHEREAS, Tammy Bostwick has held key classified positions at Irvine Valley College for the past 16 years. Her professionalism and skills have benefited the entire college community in her roles as senior administrative assistant in the college president's office and the Advanced Technology Education Park (ATEP). She currently is program coordinator for the Equitable Learning Experience Valuing Achievement, Transfer and Empowering Asian Americans and Pacific Islanders (ELEVATE AAPI) program at IVC; and

WHEREAS, Tammy oversees the Center for Asian American and Native American Pacific Islanders (CAANAPI) with faculty coordinator Edwin Tiongson. It offers tutoring, study space, and other supportive services; and

WHEREAS, her manager, Dean Brooke Bui, notes Tammy has worked tirelessly toward student access and equity, organizing a range of events such as Heritage Day, Pinoy PIYESTA, Lunar New Year and Asian American Advocacy, and initiating programs to increase engagement and understanding of Asian and Pacific Islander cultures, especially with respect to issues that lead to cultural misunderstanding. She has also used her experience to create IVC's first student hackathon; and

WHEREAS, as Dean Bui notes, Tammy is never too busy to interact with students. Everything she does is for a singular purpose: to improve student services and programs; and

WHEREAS, Tammy takes time to help her colleagues, including in Classified Senate fundraising efforts and Lunch-and-Learns. Her technical skills and writing mastery also are highly prized; therefore,

BE IT RESOLVED, that the Board of Trustees and the Chancellor of the South Orange County Community College District do hereby commend and congratulate Tammy Bostwick as the Irvine Valley College Outstanding Classified Employee of the Year.

T.J. Prendergast III, President

Kathleen F. Burke, Chancellor



RESOLUTION

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES
May 18, 2020

Saddleback College Classified Employee of the Year **Kevin Dalla Betta**

WHEREAS, Kevin Dalla Betta, an accounting analyst, has been named Saddleback College's Classified Staff Member of the Year; and

WHEREAS, Kevin Dalla Betta is commended for his accounting expertise and professional integrity, which have been critical in the development and management of college budgets in response to managerial direction; and

WHEREAS, Kevin Dalla Betta's attention to detail and dedication to the college have been critical in providing stability through difficult budget challenges and transitions in leadership; and

WHEREAS, Kevin Dalla Betta's colleagues appreciate his kindness and collegiality, as well as his ability to be consistently responsive and helpful; and

WHEREAS, Kevin Dalla Betta is recognized as a valued treasure to those who have had the opportunity to work with him, especially those in the college's fiscal office, where he is an integral member of the team;

WHEREAS, on top of his professional duties, Kevin Dalla Betta has served as Vice President of the Classified Senate for the past two years, and consistently serves on several college committees and volunteers at the commencement flower sale; therefore,

BE IT RESOLVED, that the Board of Trustees and the Chancellor of the South Orange County Community College District do hereby commend and congratulate Kevin Dalla Betta as the Saddleback College Outstanding Classified Employee of the Year.

T.J. Prendergast III, President

Kathleen F. Burke, Chancellor



RESOLUTION

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES

May 18, 2020

District Services Classified Employee of the Year **Danielle Miller**

WHEREAS, Danielle Miller, a Buyer in the District Services Procurement Department, was named the South Orange County Community College District (District Services) Classified Employee of the Year; and

WHEREAS, Danielle Miller's manager and colleagues praise her for being a talented and dedicated employee, committed to the mission of the District and supportive of the success of the colleges; and

WHEREAS, Danielle was described by some award nominators as a joy to work with and a fantastic employee who comes to work every day with a helpful and collaborative spirit that is infectious to everyone; and

WHEREAS, Danielle was additionally described as possessing the traits of patience and understanding, and the skills of good time management and detail orientation; and

WHEREAS, Danielle is considered to be prompt and courteous when delivering services to everyone and to be an overall team player; now, therefore,

BE IT RESOLVED, that the Board of Trustees and the Chancellor of the South Orange County Community College District do hereby commend and congratulate Danielle Miller as the South Orange County Community College District (District Services) Classified Employee of the Year.

T.J. Prendergast III, President

Kathleen F. Burke, Chancellor



RESOLUTION

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES

May 18, 2020

Denouncing Xenophobia and Anti-Asian Sentiment Arising Due to Fears of the COVID-19 Pandemic and Affirming SOCCCD's Commitment to the Well-Being and Safety of Asian American Communities

WHEREAS, Asian American communities are suffering acts of discrimination, hate crimes, and microaggressions due to fears of COVID-19; and

WHEREAS, scientists have confirmed that the COVID-19 disease does not respect borders and is not caused by ethnicity, and using geographic descriptors can fuel ethnic discrimination; and

WHEREAS, as the COVID-19 virus has spread, numerous Asian Americans and Pacific Islanders have reported experiencing microaggressions, racial profiling, hate incidents and, in some cases, hate violence; and

WHEREAS, in Orange County, Asians reported as the third largest racial group in Orange County since the 2010 census making up nearly 20 percent of the county's population; and

WHEREAS, the South Orange County Community College District Board of Trustees wishes to affirm its commitment to the well-being and safety of Asian American community members and ensure they know they are not alone and that they can speak out to help stop the spread of bigotry; now, therefore,

BE IT RESOLVED, that the Board of Trustees of the South Orange County Community College District denounces xenophobia and anti-Asian sentiments. The District joins cities, counties, and states across the country in affirming its commitment to the safety and well-being of Asian Americans and in combating hate crimes targeting Asian Americans and Pacific Islanders.

T.J. Prendergast III, President

Kathleen F. Burke, Chancellor



RESOLUTION

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES

May 18, 2020, Page One

Affirming Our Unwavering Commitment to Student Success and Equity as We Respond to and Recover from the COVID-19 Pandemic

WHEREAS, on March 4, 2020, the Governor of the State of California Gavin Newsom declared a State of Emergency in California as a result of the threat of Coronavirus disease (COVID-19); and

WHEREAS, on March 19, 2020, Governor Newsom issued Executive Order N-33-20 ordering all individuals living in the State of California to stay home or at their place of residence, except as needed to maintain continuity of operation of the federal critical infrastructure sectors; and

WHEREAS, COVID-19 is an infectious disease caused by a new virus which causes respiratory illness with symptoms such as a cough, fever, and in more severe cases, difficulty breathing; and

WHEREAS, the spread of COVID-19 has caused an unprecedented hardship for the residents of California due to loss of employment, increased food and housing insecurity, and an increased demand for health care which has exacerbated the already existing disparity in health care between wealthy and poor residents, all of which have contributed to a greater risk of infection, acute illness and a higher mortality rate for the nation's vulnerable populations; and

WHEREAS, the California community colleges represent and serve one of the most diverse populations in the world in terms of race, ethnicity, language, culture, national origin, socio-economic class, age, physical ability, sexual orientation, and religious beliefs; and

WHEREAS, the COVID-19 pandemic is a destabilizing force that has resulted in a disproportionate impact on California's most vulnerable communities, which has contributed to a deterioration in the level of tolerance, civility and equity in our society, as evidenced by an increase in racially motivated attacks on people of Asian descent and higher mortality rates from COVID-19 illness among African Americans and Latinx persons, which are precipitated by historical inequities in access to preventative and emergency medical care, economic opportunity, social mobility and employment opportunities that allow some California residents to minimize their exposure and susceptibility to the virus; and

WHEREAS, the California community colleges' unwavering commitment to diversity and inclusion requires that we advocate and use our collective voice to identify and eliminate those barriers to equity and that we act deliberately to create a safe and inclusive environment where individual and group differences are valued and leveraged for our growth and understanding as an educational community; now, therefore,



RESOLUTION

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES
May 18, 2020, Page Two

BE IT RESOLVED, that we, the South Orange County Community College District, hereby reaffirm our commitment to remove barriers to diversity, equity and inclusion in our communities by working collaboratively with our governing boards, the California community college system as well as local, state and federal governments, businesses and community-based organizations to provide resources to support our students in their academic programs through the provision of much needed resources in order to reduce the hardship imposed by the COVID-19 pandemic; and, therefore,

BE IT FURTHER RESOLVED, that the student basic needs resources provided by our college(s) may include, but not be limited to, the following:

- Access to food pantries that include fresh vegetables, hydration, toiletry products including toilet paper, baby products and provisions for cleaning and sanitizing clothes and kitchen items;
- Emergency funds and money gift cards to cover necessities related to housing, transportation, medical care, cleaning and sanitation, food and educational expenses;
- Access to internet connectivity and hot spots to enable students to participate in online/remote learning;
- Access to computer equipment and software to enable students to participate in online learning;
- Access to academic counseling;
- Access to mental health counseling;
- Any other such resources and support that the college(s) may deem necessary to support student success and equity.

T.J. Prendergast III, President

Kathleen F. Burke, Chancellor



TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: Saddleback College: New, Revised, and Deleted Curriculum for the 2020-21 and 2021-22 Academic Years

ACTION: Approval

BACKGROUND

Saddleback College's Curriculum Committee and Academic Senate review and approve the curriculum on a regular basis. Subsequently, the curriculum is recommended to the college president or designee for approval.

STATUS

Saddleback College proposes additions and revisions to the curriculum of the College for the 2020-21 and 2021-22 academic years. Exhibit A includes a new noncredit program for academic year 2020-21; Exhibit B includes new, revised, and deleted courses for academic year 2021-22. The new, revised, and deleted curriculum is recommended by the Curriculum Committee and includes collegial consultation with the Academic Senate of Saddleback College pursuant to Title 5, Section 53200 et seq.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the proposed curriculum change for the 2020-21 academic year at Saddleback College as listed in Exhibit A and the proposed curriculum changes for the 2021-22 academic year as listed in Exhibit B.

SADDLEBACK COLLEGE
NEW PROGRAM
ACADEMIC YEAR 2020-2021

New
Clinical Lab Assistant and Phlebotomy
Program Certificate of Completion

The Clinical Laboratory Assistant/ Phlebotomy Program will introduce all concepts relevant to the pre-analytical and analytical (waived) laboratory testing phases, including phlebotomy. Emphasis will be placed upon biohazard handling safety, specimen collection (blood/ phlebotomy and non-blood specimens) and equipment, blood and non-blood specimen processing and evaluation for testing, diagnostic laboratory terminology, laboratory information systems, quality control and quality assurance for waived tests, specimen send outs processing, and professionalism/ soft-skills for laboratory employees. Basic and advanced phlebotomy topics and phlebotomy clinical practicum will be introduced. Individuals who have earned a High School Diploma (must be 18 years or older) or a GED may apply to this program. Students enrolled in the MLT 413NC course are required to obtain the following clearances before participation in the program: health clearances (immunizations, drug screen, and TB testing), a background check. Students enrolled in MLT 413NC course are also required to obtain a non-expired BLS card and malpractice insurance. Students may be required to participate in an interview selection process at a maximum of 3 approved training sites for the MLT 413NC course. Program completers will be eligible to take the state certification exam approved by the California Department of Public Health/ Laboratory Field Services branch to obtain a Certified Phlebotomy Technician-1 license required for employment. Certification enables employment in various diagnostic laboratory settings in the hospital, the physician office, reference, forensic, and research institutions.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Perform blood specimen collection, transport, and processing as required for diagnostic testing.
- Practice established safety procedures and communicate effectively and professionally with patients, laboratory personnel, and other members of the health care team.
- Demonstrate preparation for applicable State of California approved Phlebotomy certification exam.

<u>Course ID</u>	<u>Title</u>	<u>Hours</u>
<u>MLT 410NC</u>	<u>Introduction to the Clinical Laboratory Profession</u>	<u>16.6</u>
<u>MLT 411NC</u>	<u>Basic Laboratory Procedures</u>	<u>16.6</u>
<u>MLT 412NC*</u>	<u>Phlebotomy</u>	<u>66.4</u>
<u>MLT 413NC*</u>	<u>Phlebotomy Laboratory Experience</u>	<u>58.1</u>
<u>Total Hours for the Certificate:</u>		<u>157.70</u>

*Course has a prerequisite, corequisite, limitation, or recommended preparation; see course description.

SADDLEBACK COLLEGE
NEW, REVISED, AND DELETED COURSES
ACADEMIC YEAR 2021-22

Exhibit B
Page 1 of 2

Division	Course Id	Catalog Id	Course Title	Action Taken
				assign=assignments
				CA Classification code (J=workforce prep, K=other noncredit enhanced funding, L=not eligible for enhanced funding, Y=credit course)
				cat desc= catalog description
				c/l w/+ cross-listed with (and list the other crs id)
				coreq=corequisite
				crs id=course prefix and/or number
				dc=delete course
				dv=delete version of course
				gr opt=grading option
				hrs=hours
				lim=limitation
				lrng obj=learning objectives
				moe=methods of eval
				nc=new course
				nv=new version of existing course
				oe/oe=open entry/open exit
				prereq=prerequisite
				pcs = program course status
				reactv=course reactivation
				rec prep=recommended prep
				rpt=repeatability
				SAM code=occupational code (A=apprenticeship, B=advanced occupational, C=clearly occupational, D=possibly occupational, E=non-occupational)
				sch desc=schedule description
				SLOs=student learning outcomes
				sr=scheduled review is for courses that are scheduled for review and there are no revisions
				ti=title
				TOP code=numerical classification code used to assign programs and courses to disciplines
				tps=topics
				txt=text-required for all courses numbered 1-299
				un=units
				val=validation
BS	ACCT 202A	608000.00	INTERMED ACCOUNT I	txt
BS	ACCT 202B	609000.00	INTERM ACCOUNTING II	txt
BS	ACCT 221	992486.00	ACCOUNT INFO SYS	txt
BS	ACCT 203	610000.00	COST ACCOUNTING	txt
BS	ACCT 120	428465.00	INTRO FINANCIAL PLAN	txt
BS	ACCT 1A	601000.00	FINANCIAL ACCOUNTING	txt
BS	ACCT 208	542167.00	GVT. AND NON-PROFIT	dc
BS	ACCT 275	430483.00	AUDITING	SLOs, txt
BS	ACCT 1B	602000.00	MANAGERIAL ACCOUNTING	SLOs, txt

SADDLEBACK COLLEGE
NEW, REVISED, AND DELETED COURSES
ACADEMIC YEAR 2021-22

Exhibit B
Page 2 of 2

BS	BUS 102	500030.05	ORAL BUSN COMMUNICTNS	cat desc, tps, lrng obj, txt
BS	BUS 205	603000.05	BUS ANALYSIS & CALC	cat desc, sch desc, SLOs, moe, assign
BS	CIMA 104A	612000.20	SPREADSHEETS - EXCEL-- BEGINNING	dc
BS	CIMA 104B	612000.35	SPREADSHEETS - EXCEL-- INTERMEDIATE	dc
BS	CIMA 206	405002.00	ADV DATABASE - ACCESS	dc
BS	CIMP 235	410035.00	IPHONE/IPAD PROG BEG	cat desc, sch desc, tps, lrgn obj, SLOs, moe, assign, txt
FAMT	ETT 624	390000.00	INTRODUCTION TO STAGE MANAGEMENT	nc, 3 units/3 hr lec/0 hr lab/0 hr lrng cntr, non-repeatable
HS	HIT 112	650737.00	REPORT H/C DATA	dc
LA	HUM 30BH	429755.00	HON CSS B - EMPIRE I	dc
LA	HUM 30CH	429757.00	HON CSS C-NATR,POL I	dc
LA	HUM 31BH	429756.00	HON CSS B - EMPIRE II	dc
LA	HUM 31CH	429760.00	HON CSS C-NATR,POL II	dc
MSE	BIO 11	144090.00	HUMAN ANATOMY	lrng obj, SLOs, text
MSE	BIO 20	144180.05	INTRO. TO BIOLOGY	cat desc, sch desc, tps, lrgn obj, txt
MSE	BIO 30	992440.00	HUMAN BIOLOGY	SLOs, txt
MSE	BIO 113	144990.00	HUMAN ANATMY & PHYSIO	tps, lrng obj, SLOs, moe, assign, txt
SS	ECON 2	248020.00	PRINCIPLES MACRO	txt
SS	ECON 2H	405101.00	HONORS PRINC MACRO	txt
SS	SOC 23	405127.00	FOOD AND SOCIETY	SLOs, txt

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Transfer of Budget Appropriations: Adopt Resolution No. 20-12 to Approve FY 2019-2020 Budget Transfers

ACTION: Approval

BACKGROUND

Title 5, California Code of Regulations, Section 58307 requires the Board of Trustees to approve by resolution, by a two-thirds (2/3) vote of its members, all transfers of funds from its contingency reserve to any expenditure classification, and approve, by a majority vote, all transfers of funds between expenditure classifications other than that originating from the contingency reserve.

STATUS

For the reporting period ending April 30, 2020 and in accordance with Administrative Regulation 3101, the transfer of budget appropriations are summarized on EXHIBIT A and presented for approval.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees adopt Resolution No. 20-12 to approve the transfer of budget appropriations as listed.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

RESOLUTION NO. 20-12

May 18, 2020

WHEREAS, the Governing Board of the South Orange County Community College District has determined that appropriation transfers between classifications are required to meet operational needs, pursuant to Title 5 of the California Code of Regulations, Section 58307;

NOW, THEREFORE, BE IT RESOLVED that such appropriations are to be transferred according to the following schedule:

General Fund

<u>Account</u>	<u>Description</u>	<u>From</u>	<u>To</u>
1000	Academic Salaries		\$157,941
2000	Classified Salaries	\$409,477	
3000	Employee Benefits	\$50,475	
4000	Books and Supplies		\$54,694
5000	Other Operating Expenses & Services	\$703,193	
6000	Capital Outlay		\$356,129
7500	Student Financial Aid		\$608,092
7600	Other Payments to Students	\$13,711	
Total Transfers - General Fund		<u>\$1,176,856</u>	<u>\$1,176,856</u>

Capital Outlay Fund

<u>Account</u>	<u>Description</u>	<u>From</u>	<u>To</u>
4000	Books and Supplies		\$7,021
6000	Capital Outlay	\$7,021	
Total Transfers – Capital Outlay Fund		<u>\$7,021</u>	<u>\$7,021</u>

Associated Student Government - Saddleback College

<u>Account</u>	<u>Description</u>	<u>From</u>	<u>To</u>
4000	Books and Supplies		\$1,100
5000	Other Operating Expenses & Services	\$1,100	
Total Transfers - Associated Student Government - SC		<u>\$1,100</u>	<u>\$1,100</u>
Total Transfer		<u>\$1,184,977</u>	<u>\$1,184,977</u>

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

BUDGET TRANSFERS FY 2019-2020

RESOLUTION NO. 20-12

May 18, 2020

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE)

I, Kathleen F. Burke, Secretary to the Board of Trustees of South Orange County Community College District of Orange County, California, hereby certify that the Budget Transfers and foregoing Resolution in the amount of \$1,184,977 was duly and regularly adopted by the said Board at a regular meeting thereof held on May 18, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 19th day of May, 2020.

Kathleen F. Burke
Secretary to the Board of Trustees

TO: Board of Trustees**FROM:** Kathleen F. Burke, Chancellor**RE:** SOCCCD: Budget Amendment: Adopt Resolution No. 20-13 to
Amend FY 2019-2020 Adopted Budget**ACTION:** Approval

BACKGROUND

Title 5 of the California Code of Regulations, Section 58308 provides that the Board of Trustees by resolution may amend the District budget to provide for the expenditure of funds, the amount of which was unknown at the time of the adoption of the final budget.

STATUS

In order to properly account for the revenues and expenditures of these funds, it is necessary to amend the FY 2019-2020 Adopted Budget.

General Fund

SC - Perkins - Paramedic	\$69,000
SC - Perkins - CTE Tutoring	(\$19,000)
IVC - Disabled Student Programs and Services (DSPS)	\$76,069
SC - Hunger Free Campus	\$55,228
SC - Child Development Training Consortium	\$3,380
SC - VA Reporting Fees	\$9,015
SC - Veterans' Benefits	(\$7,500)
IVC - Hunger Free Campus	(\$53,818)
Total Increase to the General Fund	<u>\$132,374</u>

Student Financial Aid Fund

SC - Higher Education Emergency Relief Funds (HEERF)	\$2,148,052
IVC - Higher Education Emergency Relief Funds (HEERF)	<u>\$2,242,905</u>
Total Increase to the Student Financial Aid Fund	<u>\$4,390,957</u>
Total Budget Amendment	<u>\$4,523,331</u>

RECOMMENDATION

The Chancellor recommends that the Board of Trustees adopt Resolution No. 20-13 to amend the FY 2019-2020 Adopted Budget as indicated in EXHIBIT A.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

RESOLUTION NO. 20-13

May 18, 2020

WHEREAS, the Governing Board of the South Orange County Community College District has determined that income in the amount of \$4,523,331 is assured to said District as an increase of the amounts required to finance the total proposed budget expenditures and transfers for fiscal year 2019-2020 from sources listed in Title 5 of the California Code of Regulations, Section 58308;

WHEREAS, the Governing Board of the South Orange County Community College District can show just cause for the expenditure of such funds;

NOW, THEREFORE, BE IT RESOLVED that such funds are to be appropriated according to the following schedule:

General Fund

<u>Account</u>	<u>Income Source</u>	<u>Amount</u>
8100	Federal Revenue	50,000
8600	State Revenue	80,859
8800	Local Revenue	1,515
		<u>132,374</u>

<u>Account</u>	<u>Expenditure Description</u>	<u>Amount</u>
2000	Classified Salaries	(7,918)
3000	Employee Benefits	(3,667)
4000	Books and Supplies	4,234
5000	Other Operating Expenses & Services	65,918
6000	Capital Outlay	69,000
7500	Student Financial Aid	4,807
		<u>132,374</u>

Student Financial Aid

<u>Account</u>	<u>Income Source</u>	<u>Amount</u>
8190	Federal Revenue	4,390,957
		<u>4,390,957</u>

<u>Account</u>	<u>Expenditure Description</u>	<u>Amount</u>
7500	Student Financial Aid	4,390,957
		<u>4,390,957</u>

Total Budget Amendment	<u>4,523,331</u>
-------------------------------	-------------------------

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

BUDGET AMENDMENT FY 2019-2020

RESOLUTION NO. 20-13

May 18, 2020

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE)

I, Kathleen F. Burke, Secretary to the Board of Trustees of South Orange County Community College District of Orange County, California, hereby certify that the Budget Amendment and foregoing Resolution in the amount of \$4,523,331 was duly and regularly adopted by the said Board at a regular meeting thereof held on May 18, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 19th day of May, 2020.

Kathleen F. Burke
Secretary to the Board of Trustees

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: April 2020 Amendment

ACTION: Ratification

BACKGROUND / STATUS

On November 19, 2018, the Board of Trustees authorized the Chancellor/designee to execute change orders and amendments up to \$200,000 for board ratification. The following amendment was reviewed and approved by the Vice Chancellor of Business Services or designee, following review by legal counsel, when appropriate.

Exhibit	Contractor Name/Description	Amendment Amount	Revised Total Contract Amount
A.	<u>Knowland Construction Services</u> DSA Inspection Services Agreement Amendment No. 01 – To extend the contract term three months, from May 29, 2020 to August 30, 2020 for the Saddleback College Stadium and Site Improvement project. SOCCCD	\$0	\$349,532

RECOMMENDATION

The Chancellor recommends the Board of Trustees ratify the amendment as listed.



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
AMENDMENT
TO THE DSA INSPECTION SERVICES SERVICES AGREEMENT
AT SADDLEBACK COLLEGE

Amendment No: 01

THIS AMENDMENT to AGREEMENT dated June 25, 2019 between Knowland Construction Services and South Orange County Community College District for the DSA Inspection Services for the Saddleback College Stadium Project.

The Knowland Construction Services and SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT do mutually agree as follows:

1. Article 4.2 provided for a term of eleven months with a completion date of May 29, 2020.
2. Contract term is to be extended by 3 months with a revised completion date of August 30, 2020. Contract price remains unchanged.

Original Contract Amount:	\$349,532
Amendment Amount – (Not to Exceed, Lump Sum)	\$0
Total Contract Amount –	\$349,532

Where any Article or portion is amended or superseded, the balance of that Article not specifically amended or superseded shall remain in effect as originally written. Where any Article or portion thereof is supplemented, that supplement shall be considered added thereto, and the original provisions of the Article shall remain in effect as originally written. Where any Paragraph or Section is referenced, such Paragraph or Section is superseded and replaced by the language herein. Except as amended herein, the terms and conditions of the original AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, said PARTIES have executed this AMENDMENT as of the date first above written.

KNOWLAND CONSTRUCTION SERVICES


 Signature of Authorized Representative

Print Name: Christopher Knowland

Print Title: President

Date: March 11, 2020

Email & Phone: christknowland@msn.com

626-786-4331

dianeK@knowlandinc.com

626-757-4141

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

DocuSigned by:


 Signature of Authorized Representative

Print Name: Priya Jerome

Print Title: Executive Director- Procurement, Risk Mgmt

Date: 4/1/2020

Email & Phone: 949 582-4405

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Purchase Orders and Checks

ACTION: Ratification

BACKGROUND

In accordance with the provisions of the California Education Code Sections 81656 and 85230, purchase orders and checks are submitted for ratification by the Board of Trustees.

STATUS

The following purchase orders are submitted to the Board of Trustees for ratification:

- 28 purchase orders \$5,000 and above amounting to \$903,306.77
- 139 purchase orders below \$5,000 amounting to \$158,856.65
- Combined total for all purchase orders is \$1,062,163.42

The purchase order list is provided in order of supplier (EXHIBIT A), and in order of amount (EXHIBIT B).

The District processed 729 checks in the amount of \$9,150,474.29 as summarized and submitted for ratification by the Board of Trustees (EXHIBIT C).

RECOMMENDATION

The Chancellor recommends that the Board of Trustees ratify the purchase orders and checks as listed.

**South Orange County Community College District**EXHIBIT A
Page 1 of 1**Purchase Order Ratification (Supplier)**

April 6, 2020 through April 26, 2020

PO #	Supplier	Location	Description	Amount
P197326	Anixter Inc.	SC	Cat6 Cables for Student Wireless Expansion Project	5,527.24
P197270	Boundless Network, Inc.	SC	Promotional Items for Health Science and Human Services	10,690.33
P197250	CDW Government LLC	SC	Interactive Whiteboards for Adult Education - FCCC Board Approved 06/25/18	33,450.50
P197269	CDW Government LLC	SC	Uninterruptable Power Supply Units for IDF Refresh Project - FCCC Board Approved 06/25/18	30,245.43
P197247	CDW Government LLC	SOCCCD	Cisco Equipment for SC Tennis Center Project - FCCC Board Approved 06/25/18	28,529.19
P197226	Diversified Business Services	IVC	Promotional Items for Outreach Events	10,858.92
P197189	Division of the State Architect	IVC	DSA Fees for Alterations to Accessibility Upgrades	7,107.88
P197190	Eplus Technology, Inc.	SC	Wireless Access Points for Stadium Project - CMAS Board Approved 05/20/19	380,444.18
P197320	FHEG Saddleback College Bookstore	SC	Spring 2020 Bookstore Rental Fees for SC Promise students	96,077.08
P197223	FHEG Saddleback College Bookstore	SC	Spring 2020 Book Vouchers for EOPS/CARE students	89,070.93
P197321	FHEG Saddleback College Bookstore	SC	Spring 2020 Bookstore Rental Fees for SC Promise students	48,257.67
P197261	Fisher Scientific Company, LLC	IVC	Materials and Supplies for Laboratory Classes	8,677.48
P197334	Global Equipment Company, Inc.	SOCCCD	Face Masks for Use District Wide	12,231.44
P197317	Global Equipment Company, Inc.	SC	Adaptive Furniture and Signage to Meet Accommodations for Disabled students	11,485.63
P197309	Global Equipment Company, Inc.	SOCCCD	Benches, Shelving and Trash Receptacles for SC Tennis Center Project	6,883.27
P197305	GST	SOCCCD	AV Equipment for SC Tennis Center Project	6,181.05
P197308	Mity-Lite, Inc.	SOCCCD	Tables and Chairs for SC Tennis Center Project	6,899.78
P197220	Questyme USA	SOCCCD	Uninterruptable Power Supply Unit and Power Distribution Unit for IDF	5,162.75
P197246	Repro Xpress	SOCCCD	Blanket PO for Printing of Plans	10,000.00
P197204	Sehi Computer Products	SOCCCD	Monitors, Computers, Flat Panels for SC Tennis Center Project	6,230.41
P197208	South Coast Air Quality Management District	SC	SCAQMD Annual Renewal Fees	10,583.78
P197316	Sterling Adaptives, LLC	SC	Magnifiers for DSPS in Learning Resource Center	8,278.23
P197274	Stotz Equipment	IVC	Commercial Mower for Grounds	21,705.16
P197310	Tennis Court Supply, LLC	SOCCCD	Benches and Pickle Ball Nets for SC Tennis Center Project	7,873.67
P197287	The Book Vine for Children	SC	Children Books and Toys for Child Development Center	5,550.04
P197286	The Myers-Briggs Company	IVC	MBTI and Strong Assessments for Counseling	12,496.78
P197205	The Myers-Briggs Company	IVC	Strong Interest Inventories for Career/Major Exploration	5,661.50
P197336	WAXIE Sanitary Supply	SC	Custodial Supplies - FCC Board approved 11/13/17	17,146.45

28 Purchase Orders \$5,000 and Above	903,306.77
139 Purchase Orders Under \$5,000	158,856.65
Total Purchase Orders	1,062,163.42

**South Orange County Community College District**

EXHIBIT B

Page 1 of 1

Purchase Order Ratification (Amount)

April 6, 2020 through April 26, 2020

PO #	Supplier	Location	Description	Amount
P197190	Eplus Technology, Inc.	SC	Wireless Access Points for Stadium Project - CMAS Board Approved 05/20/19	380,444.18
P197320	FHEG Saddleback College Bookstore	SC	Spring 2020 Bookstore Rental Fees for SC Promise students	96,077.08
P197223	FHEG Saddleback College Bookstore	SC	Spring 2020 Book Vouchers for EOPS/CARE students	89,070.93
P197321	FHEG Saddleback College Bookstore	SC	Spring 2020 Bookstore Rental Fees for SC Promise students	48,257.67
P197250	CDW Government LLC	SC	Interactive Whiteboards for Adult Education - FCCC Board Approved 06/25/18	33,450.50
P197269	CDW Government LLC	SC	Uninterruptable Power Supply Units for IDF Refresh Project - FCCC Board Approved 06/25/18	30,245.43
P197247	CDW Government LLC	SOCCCD	Cisco Equipment for SC Tennis Center Project - FCCC Board Approved 06/25/18	28,529.19
P197274	Stotz Equipment	IVC	Commercial Mower for Grounds	21,705.16
P197336	WAXIE Sanitary Supply	SC	Custodial Supplies - FCC Board approved 11/13/17	17,146.45
P197286	The Myers-Briggs Company	IVC	MBTI and Strong Assessments for Counseling	12,496.78
P197334	Global Equipment Company, Inc.	SOCCCD	Face Masks for Use District Wide	12,231.44
P197317	Global Equipment Company, Inc.	SC	Adaptive Furniture and Signage to Meet Accommodations for Disabled students	11,485.63
P197226	Diversified Business Services	IVC	Promotional Items for Outreach Events	10,858.92
P197270	Boundless Network, Inc.	SC	Promotional Items for Health Science and Human Services	10,690.33
P197208	South Coast Air Quality Management District	SC	SCAQMD Annual Renewal Fees	10,583.78
P197246	Repro Xpress	SOCCCD	Blanket PO for Printing of Plans	10,000.00
P197261	Fisher Scientific Company, LLC	IVC	Materials and Supplies for Laboratory Classes	8,677.48
P197316	Sterling Adaptives, LLC	SC	Magnifiers for DSPS in Learning Resource Center	8,278.23
P197310	Tennis Court Supply, LLC	SOCCCD	Benches and Pickle Ball Nets for SC Tennis Center Project	7,873.67
P197189	Division of the State Architect	IVC	DSA Fees for Alterations to Accessibility Upgrades	7,107.88
P197308	Mity-Lite, Inc.	SOCCCD	Tables and Chairs for SC Tennis Center Project	6,899.78
P197309	Global Equipment Company, Inc.	SOCCCD	Benches, Shelving and Trash Receptacles for SC Tennis Center Project	6,883.27
P197204	Sehi Computer Products	SOCCCD	Monitors, Computers, Flat Panels for SC Tennis Center Project	6,230.41
P197305	GST	SOCCCD	AV Equipment for SC Tennis Center Project	6,181.05
P197205	The Myers-Briggs Company	IVC	Strong Interest Inventories for Career/Major Exploration	5,661.50
P197287	The Book Vine for Children	SC	Children Books and Toys for Child Development Center	5,550.04
P197326	Anixter Inc.	SC	Cat6 Cables for Student Wireless Expansion Project	5,527.24
P197220	Questyme USA	SOCCCD	Uninterruptable Power Supply Unit and Power Distribution Unit for IDF	5,162.75

28 Purchase Orders \$5,000 and Above	903,306.77
139 Purchase Orders Under \$5,000	158,856.65
Total Purchase Orders	1,062,163.42



South Orange County Community College District

EXHIBIT C

Page 1 of 1

Check Ratification

April 6, 2020 through April 26, 2020

<u>Fund</u>	<u>Checks</u>	<u>Amount</u>
01 General Fund	588	4,543,331.87
07 IVC Community Education	1	447.00
09 SC Community Education	30	23,705.83
12 Child Development	1	281.36
40 Capital Outlay	96	4,064,999.92
71 Retiree Benefit	2	498,444.70
95 SC Associated Student Government	5	16,805.05
96 IVC Associated Student Government	6	2,458.56
Total	729	9,150,474.29

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Contracts

ACTION: Ratification

BACKGROUND

On November 19, 2018, the Board of Trustees authorized the Chancellor/designee to approve individual business contracts less than \$200,000, with the following exceptions: contracts involving bid limits, the Chancellor/designee shall be limited to less than \$200,000 for public works projects and \$95,200 for equipment, supplies and maintenance projects.

STATUS

From March 20, 2020 through April 13, 2020, the Vice Chancellor of Business Services, or appropriate designee, reviewed and approved 51 total contracts following review by legal counsel, when appropriate.

Contract summaries are as follows:

EXHIBIT	# OF CONTRACTS	CONTRACT AMOUNT	TOTAL
A	29	≥\$5,000 to <\$200,000	\$1,056,355.80
B	3	\$ Zero Value	\$0.00
N/A	19	Under \$5,000	\$39,125.95
TOTAL	51		\$1,095,481.75

RECOMMENDATION

The Chancellor recommends that the Board of Trustees ratify all of the contracts as listed.



March 20, 2020 through April 13, 2020
Contracts with Values between \$5,000 and \$200,000
Board Date: May 18, 2020

CONTRACTOR NAME**CONTRACT AMOUNT**

<u>Hudson Pacific Services, Inc.</u> Professional Services Agreement – To provide advisory services related to development, entitlement, construction, planning, marketing and ground lease tenant interaction for ATEP from 1/1/2020 to 12/31/2024. District Services	\$190,000.00
<u>Goodwill Industries of Orange County</u> Task Order – To provide sign language interpreting services for campuswide programs from 9/24/2019 to 9/23/2024. Irvine Valley College	\$150,000.00
<u>Speridian Technologies LLC</u> Work Order – To provide software consulting and development services for Student Information System projects from 4/6/2020 to 8/31/2020. District Services	\$109,200.00
<u>Maxient LLC</u> Software License Agreement – To provide student conduct database management system to meet Title IX mandates from 4/1/2020 to 3/31/2025. District Services	\$104,500.00
<u>Kern Community College District</u> Subaward Agreement – To receive funds allocated by the Employment Training Panel to provide customized training to businesses and industry employees from 2/10/2020 to 8/4/2021. Saddleback College	\$90,000.00 Revenue
<u>El Camino Community College District</u> Subaward Agreement – To receive funds allocated by the Employment Training Panel to provide customized training to businesses and industry employees from 11/15/2019 to 11/14/2021. Saddleback College	\$45,000.00 Revenue
<u>Lionakis</u> Professional Services Agreement (Amend No. 1) – No-cost amendment to effectuate name change from Lundstrom & Associates to Lionakis for architectural services related to the Village 9 Restroom Upgrade Project through 6/20/2021. Saddleback College	\$32,935.00

<u>Galileo Learning LLC</u> Educational Services Revenue Agreement – To provide various youth summer camps for the Community Education program from 6/18/2020 to 7/31/2020. Saddleback College	\$32,886.50 Revenue
<u>ePlus Technology, Inc.</u> Software License Agreement – Renewal of NetApp Storage Area Network hardware and software support from 4/1/2020 to 3/31/2021. Saddleback College	\$32,132.18
<u>The NCHERM Group LLC</u> Independent Contractor Agreement – To provide crisis and behavioral intervention training to faculty and staff from 3/16/2020 to 12/18/2020. Irvine Valley College	\$27,500.00
<u>Meridian IT</u> Software License Agreement – To provide VMWare Airwatch mobile device management software from 3/25/2020 to 3/24/2021. Saddleback College	\$26,032.00
<u>D. Woolley & Associates, Inc.</u> Professional Services Agreement – To provide land survey services for Irvine Valley College Soccer and Practice Fields Project from 4/1/2020 to 12/31/2021. District Services	\$25,670.00
<u>LogMeIn USA, Inc.</u> Software License Agreement – Renewal of BoldChat help desk ticketing system software from 3/19/2020 to 3/18/2021. Irvine Valley College	\$23,890.32
<u>AAA Uhak</u> Professional Services Agreement – To provide international student recruitment services from 3/28/2020 to 3/27/2025. Irvine Valley College	\$20,000.00
<u>Glacier Communications, Inc.</u> Independent Contractor Agreement – To provide advertising campaign services to promote student enrollment from 4/10/2020 to 5/15/2020. Irvine Valley College	\$14,000.00
<u>Tierney Brothers, Inc.</u> Professional Services Agreement (Amend No. 1) – No-cost three month extension to provide Google G-Suite consulting services through 6/30/2020. District Services	\$13,999.00
<u>The Dot Printer, Inc.</u> Independent Contractor Agreement (Amend No. 1) – No-cost two month extension to print and install banners on campus light poles through 6/30/2020. Irvine Valley College	\$11,991.00

Item Submitted By: *Ann-Marie Gabel, Vice Chancellor, Business Services*

<u>BeaconMedaes LLC</u> Professional Services Agreement – To provide preventative maintenance for laboratory medical equipment from 6/1/2020 to 5/31/2022. Saddleback College	\$11,798.00
<u>BeyondTrust Corporation</u> Software License Agreement – To provide remote support licenses from 3/25/2020 to 9/30/2020. Saddleback College	\$11,077.80
<u>Questyme USA</u> Software License Agreement – For StruxureWare licensing to centrally manage college wide Uninterruptable Power Supply systems from 4/1/2020 to 3/31/2021. Saddleback College	\$11,040.00
<u>Valsoft Corporation</u> Software License Agreement – Renewal of SARS appointment scheduling and attendance tracking software from 7/1/2020 to 6/30/2021. Saddleback College	\$10,510.00
<u>CDW Government LLC</u> Software License Agreement – Renewal of VMWare Horizon virtual desktop software and support from 4/2/2020 to 4/1/2021. District Services	\$10,050.00
<u>Zendesk, Inc.</u> Software License Agreement – For Chat Enterprise subscription software for college IT to provide remote technical support via a chat feature from 3/24/2020 to 3/23/2021. Saddleback College	\$9,996.00
<u>DD2 Consulting Group LLC</u> Professional Services Agreement – To provide data synchronization services between the Lightweight Directory Access Protocol/Active Directory environment and the existing Avigilon Access Control Management system from 3/1/2020 to 2/28/2021. Irvine Valley College	\$9,600.00
<u>Georgia Tech Research Corporation</u> Software License Agreement – Renewal of Student Accommodation Manager data management software for DSPS from 4/1/2020 to 3/31/2021. Irvine Valley College	\$7,875.00
<u>Phoenix Design Works</u> Independent Contractor Agreement – To design a new branding standard for the Gaucho logo and mascot from 3/9/2020 to 9/1/2020. Saddleback College	\$7,250.00

<u>Technical Safety Services</u> Independent Contractor Agreement – To provide testing and calibration services for laboratory equipment from 2/27/2020 to 12/31/2021. Saddleback College	\$6,928.00
<u>ePlus Technology, Inc.</u> Software License Agreement – Renewal of CommVault IntelliSnap backup and disaster recovery software from 4/1/2020 to 3/31/2021. Saddleback College	\$5,495.00
<u>Brian Heinemann</u> Independent Contractor Agreement – To review business processes and make recommendations to ensure compliance with federal guidelines in the areas of federal refund calculations return to Title IV, Pell Grant overpayments and student eligibility verification from 3/16/2020 to 9/30/2020. Irvine Valley College	\$5,000.00



March 20, 2020 through April 13, 2020

Contracts with Value of \$0

Board Date: May 18, 2020

CONTRACTOR NAME

CONTRACT AMOUNT

<u>City of Mission Viejo</u> Facility Use Agreement – Location use of Norman P. Murray Community & Senior Center for Office of Instruction retreat on 6/11/2020. Saddleback College	\$0.00
<u>Crosspointe Church</u> Facility Use Agreement – Location use for Foster Kinship Care Education Program classes from 7/1/2020 to 6/30/2021. Saddleback College	\$0.00
<u>Fooda, Inc.</u> Catering Services Agreement – To provide interim cafeteria services from 3/23/2020 to 6/1/2021. Saddleback College	\$0.00

TO: Board of Trustees

FROM: Kathleen Burke, Chancellor

RE: SOCCCD: California Environmental Quality Act Exemption for Solar Shade Canopies Project at Irvine Valley College

ACTION: Approval

BACKGROUND

The Facilities Master Plan (FMP) for Saddleback College and Irvine Valley College serve as a “blueprint for future development” of the campuses from 2011 through the 2031 planning horizon.

Building projects are required to comply with the requirements of California Environmental Quality Act, Public Resources Code, Section 21000. Categorical exemptions are allowed for certain type of projects listed in Section 21000, Chapter 3, Article 19, Section 15301 - Class 1, Existing Facilities; Section 15303 - Class 3, New Construction of Small Structures; Section 15304 - Class 4, Minor Alterations to Land; Section 15311 - Class 11, Accessory Structures and Section 15314 - Class 14 Minor Additions to Schools. This proposed project meets all the categorical exemptions.

STATUS

The Board of Trustees is considering a Solar Shade Canopies project at Irvine Valley College, in order to meet sustainability goals. However, the Irvine Valley College FMP does not identify a Solar Shade Canopies project and this project is not certified in the District’s Final Program Environmental Impact Report (Final EIR). In accordance with the categorical exemption provisions, a Notice of Exemption (EXHIBIT A) may be filed for the Solar Shade Canopies project at Irvine Valley College.

Staff recommends the Board of Trustees declare the Solar Shade Canopies project at Irvine Valley College to have no significant impact upon the environment.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees declare the Solar Shade Canopies project at Irvine Valley College to have no significant impact upon the environment and authorize the filing of the Notice of Exemption.

Notice of Exemption

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

County Clerk

County of: Orange

From: (Public Agency): South Orange County
Community College District
28000 Marguerite Pkwy Mission Viejo, CA 92692

(Address)

Project Title: Irvine Valley College (IVC) Solar Shade Canopies Project

Project Applicant: South Orange County Community College District

Project Location - Specific:

IVC is located at 5500 Irvine Center Dr., Irvine, CA 92618. The project is located in the westerly area of the campus, east of Jeffrey Rd., in the parking lot southeast of the south campus entry on Jeffrey Rd.

Project Location - City: Irvine

Project Location - County: Orange

Description of Nature, Purpose and Beneficiaries of Project:

The proposed project is an approximate 1.1 megawatt canopy-mount PV solar system in a parking lot, which would consist of the following equipment: inverters, solar panels, meters, canopies and other ancillary equipment. The solar system will be connected to the campus electrical system and will supplement the campus' energy needs and generate savings in energy costs.

Name of Public Agency Approving Project: South Orange County Community College District

Name of Person or Agency Carrying Out Project: South Orange County Community College District

Exempt Status: **(check one):**

☐ Ministerial (Sec. 21080(b)(1); 15268);

☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));

☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));

☒ Categorical Exemption. State type and section number: Class 3, 4, 11 and 14

☐ Statutory Exemptions. State code number: _____

Reasons why project is exempt:

The solar facility, the construction and installation of a canopy PV solar system on a parking lot at an existing school site to provide electricity to the IVC campus. The canopies, solar arrays, inverters, AC combiner, utility line and trenching, and security fencing, are minor structures appurtenant to the existing institutional uses (school buildings). The project will not increase the capacity of the school sites by 25% or 10 classrooms. There are no sensitive resources in the project area and the PV solar facility will serve the existing facilities. Therefore, they are classified as exempt from the provisions of CEQA under Section 1503 - Class 3, New Construction of Small Structures; Section 15304 - Class 4, minor alterations to land; Section 15311 - Class 11, Accessory Structures; Section 15314 - Class 14 Minor Additions to Schools. None of the exceptions to these Categorical Exemptions apply.

Lead Agency

Contact Person: Mark Schoeppner

Area Code/Telephone/Extension: 949.348.6126

If filed by applicant:

1. Attach certified document of exemption finding.

2. Has a Notice of Exemption been filed by the public agency approving the project? ☐ Yes ☐ No

Signature: _____ Date: _____ Title: _____

☒ Signed by Lead Agency ☐ Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: _____

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Irvine Valley College Solar Shade Canopies Project,
Energy Services Agreement Public Hearing

ACTION: Public Hearing

BACKGROUND

California's Government Code (GC) sections 4217.10 through 4217.18 authorize community college districts to develop energy conservation, cogeneration and alternative energy supply source agreements. Districts may enter into energy services agreements which the governing board determines is in the best interest of the District, provided that such determination is made at a regularly scheduled public hearing, in which public notice is given at least two weeks in advance.

The Notice of Public Hearing has been posted to the district's website, is publically displayed at Saddleback College, Irvine Valley College and the ATEP campus.

District staff has identified a project to install solar shade canopies equipment in parking lot 6 at Irvine Valley College (Exhibit A).

The Board of Trustees will hold a public hearing at its regularly scheduled meeting to consider the project before acting to approve it.

RECOMMENDATION

Open a public hearing and invite members of the public to present their comments with regard to the Energy Services agreement to install solar shade canopies equipment at Irvine Valley College.



5500 IRVINE CENTER DRIVE, IRVINE, CA 92618

DAY PERMIT KIOSKS: LOTS 5, 8, 10

30 MINUTE PARKING: LOTS: 2, 5, 8, 10

A 100	Administration	CP 100	Campus Police
A 200	Social Sciences	LIB	Library
A 300	Humanities, Fine Arts and Extended Education	LA	Liberal Arts
B 100	Classrooms and Offices	LSB	Life Sciences Building (B 400)
B 200	Mathematics and Physical Sciences	M 100	Facilities Management Office
B 300	Classrooms and Labs	PAC	Performing Arts Center
BSTIC	Business Sciences and Technology Innovation Center	PE 100	Health Fitness Complex
CDC	Child Development Center	PE 200	Hart Gymnasium
CEC	Community Education Complex	SSC	Student Services Center
CEC 1	Outreach and Community Relations	TER	Live Oak Terraces

Please Note: Parking along Irvine Center Drive or Jeffrey Road, or in the Voyagers Church parking lot, is not authorized by IVC. Anyone parking in these areas does so at their own risk and may be cited by the Irvine Police Department.

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Irvine Valley College Solar Shade Canopies Project, Adopt Resolution No. 20-14, Authorizing Entering into an Energy Services Agreement

ACTION: Approval

BACKGROUND

California's Government Code (GC) sections 4217.10 through 4217.18 authorize community college districts to develop energy conservation, cogeneration and alternative energy supply source agreements without competitive bidding. Districts may enter into energy services agreements based on terms and conditions which the governing board determines is in the best interest of the district provided that such determination is made at a regularly scheduled public hearing in which public notice is given at least two weeks in advance.

District staff has identified a project to install solar shade canopies equipment in parking Lot 6 at Irvine Valley College.

STATUS

Under GC 4217.12 the Board of Trustees must find that the anticipated cost to the District for conservation services provided under this agreement will be less than the anticipated cost the District will incur from the consumption of its thermal, electrical, or other energy in the absence of these purchases.

Staff recommends the Board of Trustees adopt Resolution No. 20-14 (EXHIBIT A) to authorize entering into an Energy Services Agreement for the Irvine Valley College Solar Shade Canopies project. This recommendation is pursuant to the findings of a minimum first year energy cost savings of approximately \$185,833 which is projected to increase annually 2%-3% depending upon the cost of electricity.

Basic aid funds are available in the Irvine Valley College Parking Lot Phase IA and Solar Shade project in the amount of \$7,488,000.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees adopt Resolution No. 20-14 to authorize entering into an Energy Services Agreement for the Irvine Valley College Solar Shade Canopies project.

Item Submitted By: *Ann-Marie Gabel, Vice Chancellor, Business Services*

Resolution No. 20-14

RESOLUTION OF THE BOARD OF TRUSTEES
OF THE
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
AUTHORIZING ENTERING INTO AN ENERGY SERVICES AGREEMENT
AT IRVINE VALLEY COLLEGE
SOLAR SHADE CANOPIES PROJECT

May 18, 2020

WHEREAS, California Government Code Section 4217.12(a)(1) authorizes a public agency to enter into an Energy Services agreement with respect to an energy conservation facility on terms that the public agency's governing board determines are in the best interests of the public agency and if the governing board finds that the anticipated cost to the public agency for the energy provided by the energy conservation project will be less than the anticipated marginal cost to the District of thermal, electrical or other energy that would have been consumed by the District in the absence of those purchases; and

WHEREAS, District staff and an energy engineering consultant have completed an assessment of the design and supporting calculations of the proposed solar shade canopies system and have determined that the installation of the photovoltaic panels and associated energy management controls will provide energy savings to the District of approximately \$185,833 the first year and projected to increase annually 2%-3% depending upon the cost of electricity; and,

WHEREAS, on May 18, 2020, pursuant to Government Code Section 4217.10 et seq., the Board of Trustees held a public hearing at a regularly scheduled Board meeting, with respect to the District entering into an Energy Services agreement; and,

WHEREAS, based upon review by district staff, college staff and consultants, the anticipated cost to the District for the electrical utilities through the use of solar shade canopies will be less than the anticipated marginal cost to the District for same utilities that would have been consumed in the absence of this energy conservation project; and,

WHEREAS, the District desires to enter into an Energy Services agreement, to install, operate and maintain solar shade canopies and equipment.

NOW, THEREFORE, BE IT RESOLVED, that the South Orange County Community College District Board of Trustees hereby finds that:

1. The above recitals are true and correct.
2. The District held a public hearing at a regularly scheduled meeting of the Board of Trustees for which notice was given not less than two weeks in advance.
3. Based on all available information reviewed by the Board of Trustees in connection herewith, and pursuant to Government Code section 4217.12, the Board of Trustees hereby determines that it is in the best interest of the District to enter into an Energy Services agreement for the installation, operation and maintenance of solar shade canopies at Irvine Valley College.

4. The District's Vice Chancellor of Business Services and designees are authorized to take all steps and perform all actions necessary to enter into an Energy Services agreement, and to take any actions deemed necessary to protect the interests of the District.

PASSED AND ADOPTED, by the Board of Trustees of the South Orange County Community College District, Orange County, State of California, on May 18, 2020.

T.J. Prendergast III, President

Timothy Jemal, Vice President

James R. Wright, Clerk

Barbara J. Jay, Member

David B. Lang, Member

Marcia Milchiker, Member

Terri Whitt Rydell, Member

Kathleen F. Burke, Chancellor
and Secretary to the Governing Board

TO: Board of Trustees

FROM: Kathleen Burke, Chancellor

RE: SOCCCD: Irvine Valley College Solar Shade Canopies Project, Award of Energy Services Agreement, Operations and Maintenance Agreement and the Performance Output Guarantee Agreement, Borrego Solar Systems, Inc.

ACTION: Approval

BACKGROUND

Government Code (GC) Sections 4217.10 through 4217.18 authorize community college districts to develop energy conservation, cogeneration and alternate energy supply source agreements without competitive bidding.

A public hearing was held and the Board of Trustees have approved a resolution authorizing the use of an Energy Services Agreement (ESA) for the Irvine Valley College (IVC) Solar Shade Canopies project.

Under GC 4217.12 the Board of Trustees must find that the anticipated cost to the District for conservation services provided under this agreement will be less than the anticipated cost the District will incur from the consumption of its thermal, electrical, or other energy in the absence of these purchases. The minimum first year energy cost savings (EXHIBIT B) is approximately \$185,833 which is projected to increase annually 2%-3% depending upon the cost of electricity.

STATUS

On October 2, 2019, Request for Qualifications and Proposals 379D for the Solar Shade Canopies project at IVC was issued by placing advertisements in the OC Register on October 2 and 9, 2019. The RFQ&P document was made available on the District's website and sent out to 305 firms through the PlanetBids system. The District further identified and reached out to 24 firms and distributed the RFQ&P to them. Fifteen firms attended a mandatory preproposal conference on October 21, 2019. A single proposal (EXHIBIT A) was received and evaluated by the District and college staff, with technical analysis and review from the energy engineering firm, Wildan Energy Solutions, dba, Newcomb Anderson McCormick and the criteria architect, Brooks + Scarpa.

Based on a combination of savings, technical merit and total cost, the District's staff recommends that the Board of Trustees approve the following agreements:

- Energy Services Agreement (EXHIBIT C): For the design, construction, equipment purchase and installation of the IVC Solar Shade Canopies project with Borrego Solar Systems, Inc., for a fixed price, lump sum value of \$3,180,067.

- Operations and Maintenance Agreement (O&M) (EXHIBIT D): For the operations and maintenance services, for a period of 25 years commencing immediately after the construction and installation completion of the IVC Solar Shade Canopies project. Pricing for the services under the O&M agreement includes the pricing for the Performance Output Guarantee agreement and is set at a fixed annual cost that begins at \$27,807 in year one increasing to \$44,725 in year 25 calculated at 2% annual escalation.
- Performance Output Guarantee Agreement (POG) (EXHIBIT E): Establishes an annual Guaranteed Demand Savings that will accrue to the District from the performance of the photovoltaic system. If the Annual Actual Demand Saving is less than the Guaranteed Demand Savings for any given annual period, Borrego Solar is obligated to pay the District the difference in productivity as generated by the system. The term of the POG agreement is set to coincide with the O&M agreement for a period of 25 years.

Basic aid funds are available in the Irvine Valley College Parking Lot Phase IA and Solar Shade Project in the amount of \$7,488,000 for construction and IVC operation and maintenance general funds will be utilized for funding the O&M and POG Agreements.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the Energy Services agreement, for a fixed price, lump sum value of \$3,180,067, and the Operations and Maintenance Agreement and the Performance Output Guarantee Agreement, with a contract value of \$890,657, for the Irvine Valley College Solar Shade Canopies project with Borrego Solar Systems, Inc.



RFQ&P 379D

Turnkey Solar Shade Structures at Irvine Valley College

Submittals

South Orange County Community College District

May 18, 2020

COMPANY NAME	CITY	TOTAL PROPOSED FEE
*Borrego Solar Systems, Inc.	Oakland, CA	**\$3,180,067

* Firm recommended for award of contract.

**Final negotiated fee.

The District staff performed analysis as to why no other firms proposed on the project and found the following to be true:

- The majority of the 15 firms that attended the pre-proposal meeting did not have the bandwidth or capability to support an institutional installation.
- Firms that are able to support institutional installations felt that the project was too small to justify their effort.
- Firms that provide energy services for educational institutions have adopted a Power Purchase Agreement (PPA) model and hence did not find our project viable to their business model.

It was further determined that Borrego Solar Systems, Inc. submitted a proposal that was deemed responsive for the evaluation and consideration for selection by the committee.

The District has chosen to enter into an Energy Services Agreement (ESA) instead of a PPA because it has the initial funding to build and own the structure, which renders higher benefits from energy savings and overall cost savings. By owning and installing a photovoltaic system, the District benefits from immediate energy savings costs compared to a PPA. A PPA model would result in an ongoing long-term cost to the college. The immediate savings rendered from owning a photovoltaic system through an ESA model helps augment the college's budget.

After consideration and committee review of the RFQ&P response, the committee recommends the above noted firm for the following reasons:

- Proven company track record with extensive community college experience.
- Demonstrated an understanding of the project's needs and end user expectations.
- Demonstrated the team's knowledge, experience and expertise in relation to the project.

**SOLAR SHADE CANOPIES PROJECT
ENERGY SERVICES AGREEMENT
IRVINE VALLEY COLLEGE**

May 18, 2020

Based upon a review and validation of energy consumption calculations and verification of energy cost savings by energy engineering firm Newcomb Anderson McCormick, minimum first year energy cost savings of \$185,833 is projected.

Projected First Year Savings: Approximately \$185,833

**ENERGY SERVICES AGREEMENT FOR DESIGN-BUILD SERVICES
IRVINE VALLEY COLLEGE; PARKING LOT 6 SOLAR POWER GENERATING PHOTOVOLTAIC SYSTEM**

THIS ENERGY SERVICES AGREEMENT FOR IRVINE VALLEY COLLEGE; PARKING LOT 6 SOLAR POWER GENERATING PHOTOVOLTAIC SYSTEM ("Agreement") is entered into as of May 19, 2020, in the City of Mission Viejo, County of Orange, State of California, by and between South Orange County Community College District, a California Community College District ("District") and Borrego Solar Systems, Inc. ("Contractor" or "DBE").

WITNESSETH, that the District and the Contractor in consideration of the mutual covenants contained herein agree as follows:

1. **The Work.** Within the Contract Time and for the Contract Price, subject to adjustments thereto pursuant to the Contract Documents, the Contractor shall perform and provide all necessary labor, materials, tools, equipment, utilities, services and transportation to complete all of the obligations of the Contractor set forth in the Contract Documents in connection with the work of improvement commonly referred to as Turnkey Solar Shade Structures-Irvine Valley College Parking Lot 6 ("Project"). The Contractor shall provide all services and complete all Work covered by the Contract Documents, including without limitation, completion of Design Documents for the Project, obtaining a DSA stamped set of Construction Documents for the Project, construction of the Project, DSA Close-out Certification of the Project, and Southern California Edison issuance of the Permission to Operate (PTO) for the Project.

2. **Contract Time.**

- 2.1. **Notice to Proceed.** The District will issue separate Notices to Proceed to the Contractor directing commencement of Design Services and commencement of Construction Services. The commencement date for purposes of the Design Documents Completion Date and for the Substantial Completion Date shall be as set forth in such Notices to Proceed. The Contractor acknowledges and agrees that the Contractor shall be subject to Liquidated Damages set forth in the Contract Documents if the Contractor fails or refuses, for any reason, to complete Construction Services by the Substantial Completion Date (subject to extension as set forth herein). The District will issue the First Notice to Proceed to authorize commencement of the Design Services and to establish the commencement date of the Design Services Contract Time within fourteen (14) days after the Contractor has submitted Certificates of Insurance evidencing all policies of insurance requirement by this Agreement of the Contractor.

Provided that the Contractor has submitted: (i) Performance Bond; (ii) Labor and Materials Payment Bond; (iii) updated/final Subcontractors List; and (iv) Certificates of Insurance of the Contractor, the District will issue the Second Notice to Proceed for commencement of Construction Services within fourteen (14) days of the Division of State Architect ("DSA") issuance of the construction permit for the Design Documents prepared by the Contractor for the Project.

Notwithstanding the foregoing, prior to Contractor's submission of items (i) – (iv), Contractor shall provide to the District for its review and consideration an estimate (the "COVID-19 Estimate") of the impact of COVID-19 on the Contract Time and/or Contract Price, including

any increase or decrease (to be verified by providing reasonable third party documentation, redacted as Contractor deems necessary, and without conferring any right to District to audit Contractor's books and records), in each instance to the extent known to the Contractor using commercially reasonable efforts, to make such determination. If there is a material impact that increases either or both the Contract Time and/or Contract Price, District may terminate this Agreement pursuant to Section 14.2 of these General Conditions. If there are impacts that increase either or both the Contract Time and/or Contract Price and the District accepts such increase, then such price/schedule adjustment shall be effectuated via a contract amendment executed by both parties. Upon execution of the Amendment, the District's termination right based on the COVID-19 Estimate will terminate and District will issue the Second Notice to Proceed for commencement of Construction Services.

If the DBE's Subcontractor or supplier costs decrease due to COVID-19 and this results in a decrease of the Contract Price of more than 10%, the Parties will share equally any savings in excess of ten percent (10%) of the Contract Price.

Failure of the Contractor to submit materials required for the District's issuance of the Notice to Proceed for Design Services or Construction Services shall extend the time for the District's issuance of such Notice(s) to Proceed until the Contractor completes submittal of all required materials pursuant to the foregoing. Failure to provide either Notice to Proceed by such dates shall entitle DBE to an Equitable Adjustment of the Design Documents Completion Date and Substantial Completion Date, respectively, and to an Equitable Adjustment of the Contract Price for any demonstrable increases in DBE's costs of performing the Work resulting from such delayed Notice to Proceed. Contractor shall provide certificates of insurance for the AOR, Design Consultants and Subcontractors prior to the AOR, Design Consultants and Subcontractors commencing their respective portion of the Work.

"Equitable Adjustment" shall mean an adjustment in the Contract Time or Contract Price, as applicable, which accurately reflects any increase in DBE's Direct Costs, or any increase in the time necessary to perform the Work, resulting from the changes triggering such adjustment, taking into account all factors which actually increase DBE's Direct Costs or time necessary to perform the Work.

"DBE's Direct Costs" shall mean, when referring to any portion of the Work, an amount equal to the sum of the incurred actual costs (including temporary and permanent materials, labor, services, supplies, rental, transportation and travel-related costs) incorporated or consumed in the course of carrying out such Work. When determining DBE's Direct Costs, the cost of any Work carried out by Subcontractors shall be calculated at DBE's actual cost.

- 2.2. **Design Documents Completion Date.** The Contractor shall complete the Design Documents for the Project and submit the same to the District for review and comment within ninety (90) calendar days after date established for commencement of the Design Services under the Notice to Proceed therefor ("the Design Documents Completion Date").
- 2.3. **Project Construction Substantial Completion.** The Contractor shall achieve Substantial Completion of the Project within one hundred eighty (180) calendar days after the date

established for the commencement of Construction Services pursuant to the Notice to Proceed for Construction Services issued pursuant to the Contract Documents (“the Substantial Completion Date”).

3. Contract Price.

- 3.1. **Contract Price and Allocation of Contract Price.** The District shall pay the Contractor as full consideration for the Contractor’s full, complete and faithful performance of the Contractor’s obligations under the Contract Documents the fixed price lump sum amount of Three Million One Hundred Eighty Thousand Sixty-Seven Dollars (\$3,180,067).

The Contract Price is allocated to portions of the Work as set forth below.

PORTION OF WORK	CONTRACT PRICE ALLOCATION
Design Documents completed and submitted to DSA for construction permit issuance	\$190,804
SCE approval of Design Documents	\$63,601
DSA issuance of construction permit	\$63,601
Solar panels support structures delivered to Site	\$556,512
Solar panel modules delivered to Site (for the purposes of this Payment Milestone, solar modules shall be deemed delivered if they are either (i) delivered to the Site, or (ii) delivered to a storage warehouse)	\$1,065,323
Inverters delivered to Site (for the purposes of this Payment Milestone, inverters shall be deemed delivered if they are either (i) delivered to the Site, or (ii) delivered to a storage warehouse).	\$270,306
Solar panels support structures installed	\$174,904
Solar panel modules installed	\$174,904
Mechanical completion	\$206,704
Project Substantial Completion	\$206,704
Final Completion (Retention)	\$206,704
Contract Price	\$3,180,067

For purposes of this Agreement the following portions of the Work described above are the Construction Services of the Contractor:

- Solar panels support structures delivered to Site
- Solar panel modules delivered to Site
- Inverters delivered to Site
- Solar panels support structures installed
- Solar panel modules installed
- Mechanical completion
- Project Substantial Completion
- Final Completion (Retention)

For purposes of this Agreement, the following portions of the Work described above are the Design Services of the Contractor:

- Design Documents completed and submitted to DSA for construction permit issuance

SCE approval of Design Documents
DSA issuance of construction permit

3.2. Limitations on Adjustment of Contract Price.

3.2.1. Design Services. The Design Services Contract Price is not subject to adjustment unless (i) it is prior to fifty percent (50%) completion or (ii) the District directs material modifications to the scope or other requirements of the Project after the Contractor has achieved fifty percent (50%) completion of the Construction Documents phase of the Design Services. If the District directs material modifications to the Project scope/requirements after the Contractor has achieved fifty percent (50%) completion of the Construction Documents phase of the Design Services with District sign off received, the Design Services Contract Price shall be equitably adjusted to reflect the Design Services reasonably necessary to incorporate such modifications directed by the District.

3.2.2. Construction/Post Construction Services. The Construction Services Contract Price is not subject to adjustment, except in the event of: (i) District directed material modifications occurring after the DSA stamped set of documents is received; (ii) unforeseen Site conditions which (1) could not have been reasonably anticipated by the Contractor, or (2) materially vary from information or data provided to the Contractor exclusively by the District or differ from Contractor's assumptions set forth in the Statement of Work ("SOW") as set forth in Section 2.1.2 of the the General Conditions, (iii) subsurface conditions as set forth in Section 4.2.3 of the General Conditions, (iv) COVID-19 related Amendment pursuant to Section 9 of the Agreement (subject to the conditions set forth in Section 9), and (v) Compensable Delays. If either of the foregoing circumstances occur, adjustment of the Construction Services Contract Price shall be conditioned upon the Contractor's full and timely compliance with all applicable provisions of the Contract Documents relating to the Contractor's notice of and request to adjust the Contract Price. Failure or refusal of the Contractor to timely and fully comply with such requirements shall be deemed the Contractor's waiver of any right to adjustment of the Contract Price on account of such circumstances.

3.3. Disbursement of Contract Price. Disbursement of the Contract Price allocated for the portions of Work described above shall be subject to: (i) the Contractor's completion of the portion of Work for which disbursement of the Contract Price is requested and the District's acceptance of such portion of Work as being completed; (ii) the Contractor's strict compliance with conditions to processing and disbursement of Contract Price payments, as set forth in the General Conditions; (iii) retention withholdings equal to five percent (5%) of each payment of the Construction Services Contract Price.

4. Liquidated Damages. If the Contractor fails to achieve Substantial Completion of the Project by the Substantial Completion Date, including adjustments thereto authorized by the Contract Documents, the Contractor shall be subject to assessment of Liquidated Damages set forth below. Failure of the Contractor to complete Punchlist items noted upon Substantial Completion of the Project within the time established to complete the Punchlist items will result in the District's assessment of Liquidated Damages set forth below.

4.1. Liquidated Damages for Delayed Substantial Completion of the Work. If the Contractor fails

to achieve Substantial Completion of the Work within the Contract Time, including adjustments thereto in accordance with the Contract Documents, the Contractor shall be subject to assessment of Liquidated Damages in the amount of Five Hundred Dollars (\$500) per day from the scheduled date of Substantial Completion until Substantial Completion is achieved "Substantial Completion LDs"). Substantial Completion LDs shall be District's sole and exclusive remedy for Contractor's failure to achieve Substantial Completion within the Contract Time.

- 4.2. Delayed Completion of Punchlist Items.** If the Contractor fails to complete all Punchlist Items noted upon Substantial Completion of the Work within the time established for completion of all Punchlist Items, the Contractor shall be subject to assessment of Liquidated Damages in the amount of Two Hundred Fifty Dollars (\$250) per day from the scheduled date of completion of all Punchlist Items until all Punchlist Items are completed ("Punchlist LDs"). Punchlist LDs shall be District's sole and exclusive remedy for Contractor's failure to complete all Punchlist Items within the time established for completion of the Punchlist Items.
- 4.3. District Withhold of Liquidated Damages; Performance Bond Surety.** If the Contractor is assessed Liquidated Damages pursuant to the foregoing, the District may withhold such Liquidated Damages from the Contract Price then or thereafter due the Contractor. If the Liquidated Damages assessed pursuant to the foregoing exceeds the then remaining balance of the Contract Price, the Contractor and the Surety issuing the Performance Bond shall be jointly and severally liable to the District for such amount exceeding the Contract Price.
- 4.4. Aggregate Cap.** The aggregate liability of Contractor for Substantial Completion LDs and Punchlist LDs shall not exceed an amount equal to Ten percent (10%) of the Contract Price (the "LD Cap").
- 5. Insurance Policy Minimum Coverage Limits.** Minimum coverage limits for policies of insurance to be maintained by the Contractor, AOR (if AOR is an employee of DBE, DBE's insurance coverage will suffice and AOR will not be required to provide separate coverage) and Subcontractors pursuant to the Contract Documents shall be as set forth herein.
- 5.1. AOR and AOR Design Consultants.** If applicable, policies of insurance required of the AOR and the AOR's Design Consultants shall be with the following minimum coverage limits:

Required Insurance Policy	AOR Minimum Coverage Limits
Workers Compensation	In accordance with Law
Employers Liability	One Million Dollars (\$1,000,000)
Comprehensive General Liability (limits can be complied with by a combination of policies)	Per Occurrence Two Million Dollars (\$2,000,000)
	Aggregate: Four Million Dollars (\$4,000,000)
Automobile Liability (Combined Single Limit)	One Million Dollars (\$1,000,000)
Professional Liability	Per Claim: Two Million Dollars (\$2,000,000)
	Aggregate: Four Million Dollars (\$4,000,000)

Required Insurance Policy	AOR Design Consultant Minimum Coverage Limits
Workers Compensation	In accordance with Law
Employers Liability	One Million Dollars (\$1,000,000)
Comprehensive General Liability	Per Occurrence One Million Dollars (\$1,000,000)
	Aggregate: Two Million Dollars (\$2,000,000)
Automobile Liability (Combined Single Limit)	One Million Dollars (\$1,000,000)
Professional Liability	Per Claim: One Million Dollars (\$1,000,000)
	Aggregate: Two Million Dollars (\$2,000,000)

- 5.2. **Contractor/General Contractor; Subcontractors.** Policies of insurance required of the Contractor or the general contractor for the Work, if the Contractor is not the Contractor and all Subcontractors shall be in the following minimum coverage limits.

Required Insurance Policy	Contractor/General Contractor Minimum Coverage Limits
Workers Compensation	In accordance with Law
Employers Liability	One Million Dollars (\$1,000,000)
Comprehensive General Liability (limits can be complied with by a combination of policies)	Per Occurrence Two Million Dollars (\$2,000,000)
	Aggregate: Four Million Dollars (\$4,000,000)
Automobile Liability (Combined Single Limit)	One Million Dollars (\$1,000,000)
Builders Risk	Full Insurable Value of Work
	Seismic Coverage: Not Required
Pollution Liability	Per Occurrence: One Million Dollars (\$1,000,000)
	Aggregate: Two Million Dollars (\$2,000,000)
Required Insurance Policy	Subcontractors Minimum Coverage Limits
Workers Compensation	In accordance with Law
Employers Liability	One Million Dollars (\$1,000,000)
Comprehensive General Liability	Per Occurrence One Million Dollars (\$1,000,000)
	Aggregate: Two Million Dollars (\$2,000,000)

Automobile Liability (Combined Single Limit)	One Million Dollars (\$1,000,000)
--	-----------------------------------

6. **Mark-Up On Direct Costs of Changes.** In the event of any Changes to the Work (including Unilateral Changes), pursuant to Article 9 of the General Conditions, the markup for all overhead, including but not limited to home office overhead, safety, mailing or clean-up, field office overhead, all other general conditions costs, and bond premium, and profit shall not exceed **Fifteen percent (15%)** of the direct actual costs for performance of the Change as determined in accordance with the provisions of Article 9.4 of the General Conditions. The said markup of **Fifteen percent (15%)** is the total of the markup that may be added to direct actual costs by the Contractor (Contractor's direct actual costs includes the costs and any markup of all of its Subcontractors of any tier collectively). No more than **Fifteen percent (15%)** of Contractor's actual direct costs shall be added as markup under any circumstances whatsoever.
7. **Hours and Days of Work at the Site.** The Contractor's construction activities at the Site shall be limited to the hours of 7:00 A.M. and 5:00 P.M. Mondays through Fridays, except for federal holiday days. Work activities at the Site may be limited or prohibited on days: (i) devoted to student testing or when testing of students may be adversely affected by Work activities at the Site; or (ii) when other special events or functions are scheduled. The Contractor shall familiarize itself with District activities at the Site to avoid Work activity interferences or disturbances to such District activities. The Contractor's Construction Schedule shall take into account any District activities identified by District prior to the Effective Date of this Agreement which limit or preclude Work activities at the Site. Work at the Site outside Work hours/days must be approved by the District Project Manager at least 72 hours in advance. All costs, fees or expenses incurred by the District or arising out of Work at the Site outside the established hours/days shall be determined by the District Project Manager and deducted from the Contract Price.
8. **Force Majeure.** shall mean those events beyond the control of the affected Party and which such Party, using commercially reasonable efforts, could not reasonably avoid or overcome, including but not limited to acts of God and public enemy; fire; epidemics; landslides; volcanic activity; terrorism; strike; loss or shortage of transportation facilities; lock out; commandeering of materials, product, plant, or facilities by the government; relocation or construction of transmission facilities or the shutdown of such facilities for the purpose of necessary repairs; acts or omissions by Local Utility directly impacting the Project; flood; earthquake; tornado; severe or inclement weather; civil disobedience; and/or sabotage.
9. **COVID-19.** District acknowledges and agrees that, as of the Effective Date of this Agreement, the coronavirus COVID-19 ("COVID-19") is a worldwide epidemic affecting large numbers of people and impacting, among other things, the production and shipment of materials and equipment, as well as the ability for workers to perform development, design, engineering, procurement and construction activities. District further acknowledges and agrees that, as of the Effective Date of this Agreement no separate or additional notice from Contractor is required with respect to apprising District of the existence of COVID-19. The parties agree that all price adjustments in relation to COVID-19 are final and binding pursuant to section 2.1 of the Agreement, and upon the issuance of the Second Notice to Proceed. The only condition that would warrant the issuance of an additional COVID-19 amendment would be a resurgence or a substantially different construction environment that was directly attributable to COVID-19.

10. **Notices.** Notices from the Contractor and the District to the other shall be addressed as follows:

If to the District:

South Orange County Community College District
Vice Chancellor, Business Services
28000 Marguerite Parkway
Mission Viejo, California 92692

If to the Contractor:

Borrego Solar Systems, Inc.
1814 Franklin Street, Suite 700
Oakland, CA 94612
Attn: Joanie Brooke, Regional Operations Director

With a Copy to:

Borrego Solar Systems, Inc.
1814 Franklin Street, Suite 700
Oakland, CA 94612
Attn: General Counsel
Email: legalnotices@borregosolar.com

[CONTINUED NEXT PAGE]

- 11. The Contract Documents.** The documents forming a part of the Contract Documents consist of this Agreement and the following, all of which are component parts of the Contract Documents.

Exhibit A - General Conditions
 Exhibit B - Scope of Work (SOW)
 Exhibit C - Subcontractors List
 Exhibit D - Non-Collusion Affidavit Agreement
 Exhibit E - Performance Bond
 Exhibit F - Labor and Materials Payment Bond
 Exhibit G - Drug-Free Workplace Certification
 Exhibit H - Smoke-Free Workplace Certification
 Exhibit I - No Gift Policy Certification
 Exhibit J - Site Parking and Laydown Areas

Exhibit K - Non-Asbestos/Non-Hazardous Materials Certification
 Exhibit L - Recycled Content Certification
 Exhibit M - Certification of Workers Compensation Insurance
 Exhibit N - DSA Approved Construction Documents
 Exhibit O - District Disclosures
 Exhibit P - Technical and Design Specifications
 Exhibit Q - Partial Sales Tax Exemption Certificate
 Exhibit R - Application for Payment

If there is any conflict between this Agreement, any Change Order, any exhibit, appendix, and any other document referenced in this Agreement, the documents shall be read in the following order of priority: (a) Change Orders and Change Directives, read in reverse chronological order from latest to earliest; (b) this Agreement; and (c) exhibits and appendices to this Agreement. Any amendment shall have priority over the document it amends. Unless stated otherwise, any amended document shall have the same order of priority set forth above.

- 12. Authority to Execute.** The individual(s) executing this Agreement on behalf of the Contractor is/are duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of the Contract Documents

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 2600, SACRAMENTO, CALIFORNIA 95826

IN WITNESS HEREOF, the District and the Contractor have executed this Agreement as of the date set forth above.

District
SOUTH ORANGE COUNTY COMMUNITY
COLLEGE DISTRICT

By: _____

Title: _____

Contractor
BORREGO SOLAR SYSTEMS, INC.

By: _____

Title: _____

Design-Build Energy Services Agreement; General Conditions

TABLE OF CONTENTS

1. DEFINITIONS; GENERAL

- 1.1. District.
- 1.2. DBE.
- 1.3. Architect of Record ("AOR").
- 1.4. Design Services.
- 1.5. Construction Services.
- 1.6. The Work.
- 1.7. The Project.
- 1.8. Surety.
- 1.9. Subcontractors.
- 1.10. Material Supplier.
- 1.11. Drawings and Specifications.
- 1.12. Contract Documents.
- 1.13. Intent and Correlation of Contract Documents.
 - 1.13.1. Work of the Contract Documents.
 - 1.13.2. Technical Terms.
 - 1.13.3. Conflict in Contract Documents.
- 1.14. Shop Drawings; Samples; Product Data ("Submittals").
- 1.15. Division of State Architect ("DSA").
- 1.16. Project Inspector.
- 1.17. Contract Document Terms.
 - 1.17.1. Standard/Typical Descriptive Terms.
 - 1.17.2. General Conditions Articles 1-15 "Contract Price".
 - 1.17.3. General Conditions Article 16 "Contract Price".
 - 1.17.4. General Conditions Articles 1-16 "Contract Time".
- 1.18. DBE's Superintendent.
- 1.19. Record Drawings.
- 1.20. Construction Equipment.
- 1.21. Site.
- 1.22. Field Clarifications.
- 1.23. Defective Work.
- 1.24. Delivery.
- 1.25. Notice to Proceed.
- 1.26. Progress Reports; Verified Reports.
- 1.27. Laws.
- 1.28. District Project Manager.

2. DISTRICT

- 2.1. Information Required of District.
 - 2.1.1. Surveys; Site Information.
 - 2.1.2. Furnishing of Information.
 - 2.1.3. District Approvals.
 - 2.1.4. District's Right to Stop the Work.
- 2.2. Partial Occupancy or Use.
 - 2.2.1. District's Right to Partial Occupancy.
 - 2.2.2. No Acceptance of Defective or Nonconforming Work.
- 2.3. The Project Inspector.
 - 2.3.1. Access to Work.
 - 2.3.2. Limitations on Project Inspector.

3. DISTRICT PROJECT MANAGER AND CONTRACT ADMINISTRATION

- 3.1. Administration of the Contract.
 - 3.1.1. Role of the District Project Manager.
 - 3.1.2. DBE Responsibility for Construction Means, Methods and Sequences.
 - 3.1.3. Review of Applications for Payment of Construction Services Contract Price.
 - 3.1.4. Rejection of Work.
 - 3.1.5. Changes to the Work; Change Orders.
 - 3.1.6. Completion.
- 3.2. Communications.

4. THE DBE

- 4.1. Work in Accordance with Contract Documents.
 - 4.1.1. No Commencement of Work Without DSA Permitted Design Documents.
 - 4.1.2. DBE Commencement of Construction.
- 4.2. Site Investigation; Subsurface Conditions.
 - 4.2.1. DBE Investigation.
 - 4.2.2. Subsurface Data.

- 4.2.3. Subsurface Conditions.
- 4.3. Supervision and Construction Procedures.
 - 4.3.1. Supervision of the Work.
 - 4.3.2. Responsibility for the Work.
 - 4.3.3. Layouts.
 - 4.3.4. Construction Utilities.
 - 4.3.5. Existing Utilities.
 - 4.3.6. Conferences and Meetings.
 - 4.3.6.1. Construction Conference.
 - 4.3.6.2. Progress Meetings.
 - 4.3.6.3. Installation Conference.
 - 4.3.6.4. Special Meetings.
 - 4.3.6.5. Minutes of Meetings.
 - 4.3.7. Temporary Sanitary Facilities.
 - 4.3.8. Noise and Dust Control.
 - 4.3.8.1. Noise Control.
 - 4.3.8.2. Dust Control.
 - 4.3.8.3. DBE Failure to Comply.
- 4.4. Labor and Materials.
 - 4.4.1. Payment for Labor, Materials and Services.
 - 4.4.2. Employee Discipline.
 - 4.4.3. DBE Identification Badges.
 - 4.4.4. DBE Project Manager and DBE Superintendent.
 - 4.4.5. Prohibition on Harassment.
 - 4.4.5.1. District's Policy Prohibiting Harassment.
 - 4.4.5.2. DBE's Adoption of Anti-Harassment Policy.
 - 4.4.5.3. Prohibition on Harassment at the Site.
- 4.5. Taxes.
- 4.6. Permits, Fees and Notices; Compliance With Laws.
 - 4.6.1. Payment of Permits, Fees.
 - 4.6.2. Compliance With Laws.
 - 4.6.3. Notice of Variation from Laws.
- 4.7. Submittals.
 - 4.7.1. Purpose of Submittals.
 - 4.7.2. DBE's Submittals.
 - 4.7.2.1. Prompt Submittals.
 - 4.7.2.2. DBE Approval of Subcontractor Submittals.
 - 4.7.2.3. Verification of Submittal Information.
 - 4.7.2.4. DBE Responsibility for Deviations.
 - 4.7.2.5. No Performance of Work Without AOR Review.
 - 4.7.3. AOR Review of Submittals.
 - 4.7.4. District Project Manager Review of Submittals.
 - 4.7.5. Critical Submittals.
 - 4.7.6. Submittal/Shop Drawings Schedule.
 - 4.7.7. Deferred Approval Items.
 - 4.7.8. Submittal Review Process.
- 4.8. Materials and Equipment.
 - 4.8.1. Specified Materials, Equipment.
 - 4.8.2. No Substitutions or Alternatives.
 - 4.8.3. District Standard Products.
 - 4.8.4. Placement of Material and Equipment Orders.
- 4.9. Safety.
 - 4.9.1. Safety Programs.
 - 4.9.2. Safety Precautions.
 - 4.9.3. Safety Signs, Barricades.
 - 4.9.4. Utility Trenching/Laydown Area.
 - 4.9.5. Safety Notices.
 - 4.9.6. Safety Coordinator.
 - 4.9.7. Emergencies; First Aid.
 - 4.9.8. Hazardous Materials.
 - 4.9.8.1. General.
 - 4.9.8.2. Prohibition on Use of Asbestos Construction Building Materials ("ACBMs").
 - 4.9.8.3. Disposal of Hazardous Materials.
 - 4.9.8.4. Non-Asbestos/Non-Hazardous Materials Certification.
- 4.10. Maintenance of Documents.
 - 4.10.1. Documents at Site.
 - 4.10.2. Maintenance of Record Drawings.
- 4.11. Use of Site.
- 4.12. Clean-Up.
 - 4.12.1. Street Cleaning.
 - 4.12.2. Dust and Dirt Control.
 - 4.12.3. Concrete Clean-Up.
 - 4.12.4. Construction Spoils Clean-Up.

- 4.13. DBE Personnel Parking.
- 4.14. Contractor/Subcontractor Vehicle Signage.
- 4.15. Access to the Work.
- 4.16. Information and Facilities for the Project Inspector.
- 4.17. Patents and Royalties.
- 4.18. Site Perimeter Fencing.
- 4.19. Cutting and Patching.
- 4.20. Offsite Work in Adjacent City Streets.
- 4.21. Owner Furnished Contractor Installed Items.
- 4.22. Logistics Plan.
 - 4.22.1. Logistics Plan Access.
 - 4.22.2. Revisions to Logistics Plan.
 - 4.22.3. Permits/Approvals for Logistics Plan Activities.
- 4.23. Protection of Facilities.
- 4.24. Temporary Facilities and Controls.
- 4.25. Notifications.
- 4.26. Project Signage.
- 4.27. Underground Service Alert.
- 4.28. Standardized Forms.
- 4.29. Requests for Information.
 - 4.29.1. Time for Submittal.
 - 4.29.2. Content.
 - 4.29.3. Form.
 - 4.29.4. Unnecessary, Multiple Requests.
 - 4.29.5. Responses.
 - 4.29.6. Backcharges by District.
 - 4.29.7. Waiver by DBE.
- 4.30. Wage Rates; Employment of Labor.
 - 4.30.1. Prevailing Wage Rates.
 - 4.30.1.1. Prevailing Wage Rate Schedules.
 - 4.30.1.2. Payment of Prevailing Wage Rates.
 - 4.30.1.3. Prevailing Wage Rate Violations Penalty.
 - 4.30.1.4. Prevailing Wage Rate Monitoring and Enforcement.
 - 4.30.2. Payroll Records.
 - 4.30.2.1. Certified Payroll Records.
 - 4.30.2.2. Certified Payroll Records Submittal to Labor Commissioner.
 - 4.30.2.3. Inspection and Copies of

Certified Payroll Records.

- 4.30.3. Hours of Work.
 - 4.30.3.1. Limits on Hours of Work.
 - 4.30.3.2. Penalty for Excess Hours.
 - 4.30.3.3. Contractor Responsibility.
- 4.30.4. Apprentices.
 - 4.30.4.1. Employment of Apprentices.
 - 4.30.4.2. Apprenticeship Certificate.
 - 4.30.4.3. Ratio of Apprentices to Journeymen.
 - 4.30.4.3.1. Exemption from Ratios.
 - 4.30.4.4. Contributions to Trust Funds.
 - 4.30.4.5. Contractor's Compliance.
- 4.30.5. Employment of Independent Contractors.
- 4.31. Assignment of Antitrust Claims.
- 4.32. DSA Construction Oversight.
 - 4.32.1. DSA Approved Documents.
 - 4.32.2. Correction of Non-Conforming Work.
 - 4.32.3. Verification of DSA 152 Forms.
 - 4.32.4. Test/Inspection Communications.
 - 4.32.5. DSA Form 156 Notifications to Project Inspector.
 - 4.32.6. Limitations on DBE Work.
 - 4.32.7. Final Verified Report.
- 4.33. DSA Verified Reports.
 - 4.33.1. Contractor Actions.
 - 4.33.2. District Withholdings From Final Payment.
- 4.34. Recycled Content Certification.
- 4.35. Access and Traffic Control

5. SUBCONTRACTORS

- 5.1. Subcontracts.
- 5.2. Subcontractor DIR Contractor Registration.
 - 5.2.1. No Subcontractor Performance of Work Without DIR Registration.
 - 5.2.2. DBE Obligation to Verify Subcontractor DIR Registration Status.
 - 5.2.3. DBE Obligation to Request Substitution of Listed Subcontractor Who Is Not DIR Registered Contractor.

- 5.3. Substitution of Listed Subcontractor.
 - 5.3.1. Substitution Process.
 - 5.3.2. Responsibility of DBE Upon Substitution of Subcontractor.
- 5.4. Subcontractors' Work.

6. INSURANCE; INDEMNITY; BONDS

- 6.1. Workers' Compensation Insurance; Employer's Liability Insurance.
- 6.2. General Liability Insurance.
- 6.3. Automobile Liability Insurance
- 6.4. Builder's Risk "All Risk" Insurance.
- 6.5. Professional Liability Insurance.
- 6.6. Contractors' Pollution Liability.
- 6.7. Coverage Limits.
- 6.8. Required Qualifications of Insurers
- 6.9. Subcontractors' Insurance.
- 6.10. Certificates of Insurance.
- 6.11. Insurance Certificate Holder/Additional Insured.
- 6.12. Cancellation/Expiration of Insurance.
- 6.13. Proof of Insurance Coverages.
- 6.14. Maintenance of Insurance.
- 6.15. No Work at Site Without Insurance.
- 6.16. DBE Insurance Primary.
- 6.17. Additional Insurance.
- 6.18. Waivers of Subrogation.
- 6.19. Indemnity.
 - 6.19.1. DBE Indemnity
 - 6.19.2. District Indemnity
 - 6.19.3. Defense Obligations
- 6.20. Payment Bond; Performance Bond

7. CONTRACT TIME

- 7.1. Substantial Completion of the Work Within Contract Time.
- 7.2. Progress and Completion of the Work.
 - 7.2.1. Time of Essence.
 - 7.2.2. Substantial Completion.
 - 7.2.2.1. Utility Interconnection and Interconnection Agreement.
 - 7.2.2.2. Substantial Completion Criteria.
 - 7.2.3. Correction or Completion of the Work After Substantial Completion.
 - 7.2.3.1. Punchlist.
 - 7.2.3.2. Time for Completing Punchlist Items.

- 7.2.4. Final Completion.
 - 7.2.4.1. Final Completion Criteria
- 7.2.5. DBE Responsibility for Multiple Inspections.
- 7.2.6. Final Acceptance.
- 7.3. Construction Schedule.
 - 7.3.1. Submittal of Preliminary Construction Schedule.
 - 7.3.2. Review of Preliminary Construction Schedule.
 - 7.3.3. Preparation and Submittal of Contract Construction Schedule.
 - 7.3.4. Revisions to Approved Construction Schedule.
 - 7.3.5. Updates to Approved Construction Schedule.
 - 7.3.6. DBE Responsibility for Construction Schedule.
 - 7.3.7. Rain Days.
- 7.4. Adjustment to Contract Time.
 - 7.4.1. Excusable Delays.
 - 7.4.2. Compensable Delays.
 - 7.4.3. Inexcusable Delays.
 - 7.4.4. Adjustment of Contract Time.
 - 7.4.4.1. Procedure for Adjustment of Contract Time.
 - 7.4.4.2. Limitations Upon Adjustment of Contract Time on Account of Delays.
 - 7.4.4.3. Prescribed Calculations.
 - 7.4.4.3.1. DSA Review Time.
 - 7.4.4.3.2. Dry Out Time Calculations.
- 7.5. Liquidated Damages.

8. CONTRACT PRICE

- 8.1. Contract Price.
- 8.2. Progress Payments.
 - 8.2.1. Applications for Progress Payments of Construction Contract Price
 - 8.2.2. District's Review of Applications for Progress Payments.
 - 8.2.3. Review of Applications for Progress Payments.
 - 8.2.4. District's Disbursement of

Progress Payments.

- 8.2.4.1. Timely Disbursement of Progress Payments.
- 8.2.4.2. Untimely Disbursement of Progress Payments.
- 8.2.4.3. District's Right to Disburse Progress Payments by Joint Checks.
- 8.2.4.4. No Waiver of Defective or Non-Conforming Work.
- 8.2.5. Progress Payments for Changed Work.
- 8.2.6. Materials or Equipment Not Incorporated into the Work.
 - 8.2.6.1. Limitations Upon Payment.
 - 8.2.6.2. Materials or Equipment Delivered and Stored at the Site.
 - 8.2.6.3. Materials or Equipment Not Delivered or Stored at the Site.
 - 8.2.6.4. Materials or Equipment in Fabrication or Transit.
- 8.2.7. Exclusions from Progress Payments.
- 8.2.8. Title to Work.
- 8.2.9. Substitute Security for Retention.
- 8.2.10. Final Payment.
 - 8.2.10.1. Application for Final Payment.
 - 8.2.10.2. Conditions Precedent to Disbursement of Final Payment.
 - 8.2.10.3. Close-Out Forms Submittal.
 - 8.2.10.4. Disbursement of Final Payment.
 - 8.2.10.5. Waiver of Claims.
 - 8.2.10.6. Claims Asserted After Final Payment.

8.3. Withholding of Payments.

8.4. Payments to Subcontractors.

9. CHANGES

- 9.1. Changes in the Work.
- 9.2. DBE Submittal of Data.
- 9.3. Adjustment to Contract Price and Contract Time on Account of Changes to the Work.
 - 9.3.1. Adjustment to Contract Price.
 - 9.3.1.1. Mutual Agreement.
 - 9.3.1.2. Adjustment of Contract Price Based on Labor and Materials.
 - 9.3.1.2.1. Labor.
 - 9.3.1.2.2. Fringe Benefits, Payroll

Taxes and Labor Burdens.

- 9.3.1.2.3. Excluded Labor Costs.
- 9.3.1.2.4. Materials and Equipment.
- 9.3.1.2.5. Construction Equipment.
- 9.3.1.2.6. Mark-up on Costs of Changes to the Work.
- 9.3.1.2.7. DBE Maintenance of Records.
- 9.3.2. Adjustment to Contract Time.
- 9.4. Change Orders.
- 9.5. DBE Notice of Changes.
- 9.6. Reserved.
- 9.7. Unilateral Change Order.
- 9.8. Emergencies.
- 9.9. Minor Changes in the Work.
- 9.10. Unauthorized Changes.

10. TESTS AND INSPECTIONS

- 10.1. Tests; Inspections; Observations.
 - 10.1.1. DBE's Notice.
 - 10.1.2. Costs of Tests and Inspections.
 - 10.1.3. Testing/Inspection Laboratory.
 - 10.1.4. Additional Tests, Inspections and Approvals.
- 10.2. Delivery of Certificates.
- 10.3. Timeliness of Tests, Inspections and Approvals.

11. UNCOVERING AND CORRECTION OF WORK

- 11.1. Observation of the Work.
 - 11.1.1. Access to the Work.
 - 11.1.2. Limitations Upon Observations.
- 11.2. Uncovering of Work.
- 11.3. Rejection of Work.
- 11.4. Correction of Work.
- 11.5. Removal of Non-Conforming or Defective Work.
- 11.6. Failure of DBE to Correct Work.
- 11.7. Acceptance of Defective or Non-Conforming Work.

12. WARRANTIES

- 12.1. Workmanship and Materials.
- 12.2. Warranty Work.

12.3. Survival of Warranties.

13. SUSPENSION OF WORK

13.1. District's Right to Suspend Work.

13.2. Adjustments to Contract Price and Contract Time.

14. TERMINATION

14.1. Termination for Cause.

14.1.1. District's Right to Terminate.

14.1.2. District's Rights Upon Termination.

14.1.3. Completion by the Surety.

14.1.4. Assignment and Assumption of Subcontracts.

14.1.5. Costs of Completion.

14.1.6. DBE Responsibility for Damages.

14.1.7. Conversion to Termination for Convenience.

14.1.8. District's Rights Cumulative.

14.2. Termination for Convenience of the District.

14.3. DBE's Right to Terminate.

14.4. DBE's Rights Upon Termination.

15. MISCELLANEOUS

15.1. Governing Law.

15.2. Marginal Headings; Interpretation.

15.3. Successors and Assigns.

15.4. Cumulative Rights and Remedies; No Waiver.

15.5. Severability.

15.6. No Assignment by DBE.

15.7. Gender and Number.

15.8. Independent Contractor Status.

15.9. Notices.

15.10. Disputes; Continuation of Work.

15.11. Dispute/Claims Resolution.

15.11.1. Senior Management/Contractor Continuation of Work.

15.11.2. Public Contract Code §9204 Claims Resolution Procedures.

15.11.2.1. Claim Defined.

15.11.2.2. Claim Documentation.

15.11.2.3. District Claim Review Statement.

15.11.2.4. Meet and Confer.

15.11.2.4.1. Meet and Confer

Demand.

15.11.2.4.2. Meet and Confer Statement.

15.11.2.5. Non-Binding Mediation.

15.11.2.5.1. Contractor Initiation.

15.11.2.5.2. Mediator Selection.

15.11.2.5.3. Mediation Procedures.

15.11.2.5.4. Mediation Costs.

15.11.2.5.5. Post-Mediation Disputed Claims.

15.11.2.5.6. Waiver.

15.11.2.6. Payment of Undisputed Claims.

15.11.2.7. Subcontractor Claims.

15.11.2.7.1. Subcontractor Claim Submittal.

15.11.2.7.2. Contractor Certification of Subcontractor Claim.

15.11.2.7.3. District Review of Subcontractor Claim.

15.11.2.7.4. Disputed Subcontractor Claims.

15.11.3. Government Code Claim Requirements.

15.11.4. Section 20104.4 Dispute Resolution Procedures; Claims of \$375,000 or Less.

15.11.5. Binding Arbitration of Claims Exceeding \$375,000.

15.11.5.1. JAMS Arbitration.

15.11.5.2. Demand for Arbitration.

15.11.5.3. Discovery.

15.11.5.4. Arbitration Award.

15.11.5.5. Arbitration Fees and Expenses.

15.11.5.6. Limitation on Arbitrator

15.12. Limitation on Damages.

15.13. Capitalized Terms.

15.14. Attorneys' Fees.

- 15.15. Provisions Required by Law Deemed Inserted.
- 15.16. Days.
- 15.17. Prohibited Interests.
- 15.18. Entire Agreement.

16. DESIGN SERVICES

- 16.1. Application of Article 16.
 - 16.1.1. Design Responsibilities.
 - 16.1.1.1. Design Consultation.
 - 16.1.1.2. Construction Documents.
 - 16.1.1.3. Submissions to District.
 - 16.1.1.4. Professional Certifications.
 - 16.1.1.5. Design Deficiencies.
 - 16.1.1.6. Title 24 Compliance.
 - 16.1.1.7. Sustainable Design.
 - 16.1.2. Use and Ownership of Design Documents.
- 16.2. Design Services Standard of Care.
- 16.3. Compliance with Regulatory Agencies.
- 16.4. Conformity to District Standards.
- 16.5. Approvals/Permitting of Design Documents.
- 16.6. AOR Development of Design Documents.
 - 16.6.1. Review of Project Documents with District.
 - 16.6.1.1. Meet and Confer with District.
 - 16.6.1.2. AOR Incorporation of Revisions.
 - 16.6.1.3. District Project Manager Minutes; Design Changes Summary.
 - 16.6.2. Design Development Documents
 - 16.6.2.1. Review of 50 % Design Development Documents.
 - 16.6.2.2. AOR and District Review of 50% Design Development Documents.
 - 16.6.2.3. AOR Development of Final Design Development Documents.
 - 16.6.3. Construction Documents.
 - 16.6.3.1. AOR Development of Construction Documents.
 - 16.6.3.2. Construction Documents

- Incorporation of Materials/Equipment.
- 16.6.3.3. District Review of Construction Documents.
- 16.6.3.4. AOR Development of 100% Construction Documents.
- 16.6.3.5. AOR Development of Final Construction Documents.
- 16.6.4. Project Construction.
- 16.7. Disbursement of Design Services Contract Price.
 - 16.7.1. Inapplicability of Article 8 to Design Services Contract Price.
 - 16.7.2. Allocation of Design Services Contract Price.
 - 16.7.3. Reproduction.
 - 16.7.4. District Payment of DSA Permit Fees.
- 16.8. Disbursement of the Design Services Contract Price.
- 16.9. DBE Responsibility for Design Documents.
- 16.10. Post-Construction Obligations.
 - 16.10.1. Preparation of Record Drawings.
 - 16.10.2. Assistance Regarding Close-Out and Final Regulatory Certification.
 - 16.10.3. Final Verified Report Retention.

Exhibit A - GENERAL CONDITIONS

1. DEFINITIONS; GENERAL

- 1.1. District.** The “District” refers to **SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT** and unless otherwise stated, includes the District’s authorized representatives, including the Project Manager, if a Project Manager is designated, the District’s Board of Trustees and the District’s officers, employees, agents and representatives.
- 1.2. DBE.** The DBE is the person or entity identified as such in the Agreement; references to “DBE” include the DBE’s authorized representatives. The DBE is sometimes referred to as “the Contractor” in the Contract Documents.
- 1.3. Architect of Record (“AOR”).** The AOR is the person or entity licensed as an architect or registered as an engineer under the laws of the State of California to act as the Architect of Record or Engineer of Record who will complete the Project Documents to produce complete Design Documents. References to the AOR include, as appropriate by the circumstances of usage, Design Consultants (who may or may not be members of the DBE) to the AOR responsible for completing portions of the Design Documents.
- 1.4. Design Services.** Design Services refers to the services of the AOR to complete development of the Project Documents to produce complete and accurate Design Documents for review and permitting by DSA and construction of the Project.
- 1.5. Construction Services.** All of the work, labor, materials, equipment, services and other items necessary to complete construction of the Project based upon the DSA permitted Design Documents and Changes thereto directed or authorized by the District in accordance with the terms of the Contract Documents.
- 1.6. The Work.** The “Work” is the entirety of the design and construction services required by the Contract Documents, and includes all labor, materials, equipment or services provided or to be provided by the DBE to fulfill the DBE’s obligations under the Contract Documents.
- 1.7. The Project.** The Project is the total construction of which the Work performed by the DBE under the Contract Documents which may be the whole or a part of the Project and which may include construction by the District or by separate contractors.
- 1.8. Surety.** The Surety is the person or entity that executes, as surety, the DBE’s, Labor and Material Payment Bond and Performance Bond.
- 1.9. Subcontractors.** A Subcontractor is a person or entity who has a direct contract with the DBE to perform a portion of the Work. “Subcontractor” does not include separate contractors to the District or Subcontractors of any separate contractors. References to “Subcontractor” in the Contract Documents includes lower tier Subcontractors who are in privity of contract with a Subcontractor or any tier.
- 1.10. Material Supplier.** A Material Supplier is any person or entity who only furnishes materials, equipment or supplies for the Work without fabricating, installing or consuming them in the Work.
- 1.11. Drawings and Specifications.** The Drawings are the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing generally, the design,

location and dimensions of the Work and may include without limitation, plans, elevations, sections, details, schedules or diagrams. The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards, criteria and workmanship for the Work and related services. Figured dimensions on Drawings shall govern, but Work which is not dimensioned shall be as directed or required by field conditions. Specifications shall govern as to materials, workmanship and installation procedures.

1.12. Contract Documents. The Contract Documents consist of the Agreement between the District and the DBE and all documents identified in the Agreement as forming a part of the Contract Documents. The Contract Documents shall include modifications thereto issued after execution of the Agreement.

1.13. Intent and Correlation of Contract Documents.

1.13.1. Work of the Contract Documents. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the DBE. The Contract Documents are complementary and what is required by one shall be as binding as if required by all; performance by the DBE shall be required to the extent consistent with the Contract Documents and reasonably inferable therefrom as being necessary to produce the intended results. Where any portion of the Contract Documents is silent and information appears elsewhere in the Contract Documents, such other portions of the Contract Documents shall control.

1.13.2. Technical Terms. Unless otherwise stated in the Contract Documents, words or terms which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

1.13.3. Conflict in Contract Documents. In the event there are conflicting provisions in the Contract Documents, the District Project Manager shall resolve such conflicts in accordance with the Agreement. The decision of the District Project Manager is subject to the dispute resolution provisions of this Agreement.

1.14. Shop Drawings; Samples; Product Data ("Submittals"). Shop Drawings are diagrams, schedules and other data specially prepared for the Work by the DBE or a Subcontractor, Sub-Subcontractor, manufacturer, Material Supplier, or distributor to illustrate some portion of the Work. Samples are physical examples of materials, equipment or workmanship forming a part of, or to be incorporated into the Work. Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the DBE to illustrate materials or equipment for some portion of the Work. Shop Drawings, Samples and Product Data prepared or furnished by the DBE or any of its Subcontractors or Material Suppliers are collectively referred to as "Submittals".

1.15. Division of State Architect ("DSA"). DSA is the California Division of the State Architect including without limitation the DSA's Office of Construction Services, Office of Design Services and the Office of Regulatory Services; references to the DSA in the Contract Documents shall mean the DSA, its offices and its authorized employees and agents. The authority of the DSA over the Work and the performance thereof shall be as set forth in the Contract Documents and Title 24 of the California Code of Regulations.

1.16. Project Inspector. The Project Inspector is the individual designated and employed by the District in accordance with the requirements of Title 24 of the California Code of Regulations. The Project Inspector shall be authorized to act on behalf of the District as provided for in the Contract Documents and the Laws, including without limitation, in Title 24 of the California Code of Regulations, as the same may be amended from time to time.

1.17. Contract Document Terms.

1.17.1. Standard/Typical Descriptive Terms. The term “provide” means “provide complete in place” or to “furnish and install” such item. Unless otherwise provided in the Contract Documents, the terms “approved;” “directed;” “satisfactory;” “accepted;” “acceptable;” “proper;” “required;” “necessary” and “equal” shall mean as approved, directed, satisfactory, accepted, acceptable, proper, required, necessary and equal, in the opinion of the District Project Manager. The term “typical” as used in the Drawings shall require the installation or furnishing of such item(s) of the Work designated as “typical” in all other areas similarly marked as “typical” or which are reasonably inferable as a “typical” condition; Work in such other areas shall conform to that shown as “typical” or as reasonably inferable therefrom.

1.17.2. General Conditions Articles 1-15 “Contract Price”. Unless otherwise specifically provided, references in Articles 1-16 of these General Conditions to the “Contract Price” shall be deemed references to the Construction Services Contract Price and Design Services Contract Price set forth in the Agreement.

1.17.3. General Conditions Article 16 “Contract Price”. Unless otherwise specifically provided, references in Article 16 of these General Conditions to the “Contract Price” shall be deemed references to the Design Services Contract Price as set forth in the Agreement.

1.17.4. General Conditions Articles 1-16 “Contract Time”. Unless otherwise expressly provided, references in Articles 1-16 of these General Conditions to the “Contract Time” shall be deemed references to the Substantial Completion Date set forth in the Agreement.

1.18. DBE’s Field Superintendent. The DBE’s Field Superintendent is the individual employed by the DBE whose principal responsibility shall be the supervision and coordination of the DBE’s Construction Services and construction-related activities at the Site. The DBE’s Superintendent shall not perform routine construction labor.

1.19. Record Drawings. The Record Drawings are a set of the Drawings marked by the DBE during the performance of the Work to indicate completely and accurately the actual as-built condition of the Work. The Record Drawings shall be sufficient for a capable and qualified draftsman to modify the Drawings to reflect and indicate the Work actually in place at Final Completion of the Work.

1.20. Construction Equipment. “Construction Equipment” is equipment utilized for the performance of any portion of the Work, but which is not incorporated into the Work.

1.21. Site. The Site is the physical area designated in the Contract Documents for DBE’s performance, construction and installation of the Work.

1.22. Field Clarifications. A written or graphic document consisting of supplementary details, instructions or information issued on behalf of the District which clarifies or supplements the

Contract Documents and which becomes a part of the Contract Documents upon issuance. Field Clarifications do not constitute an adjustment of the Contract Time or the Contract Price, unless a Change Order relating to a Field Clarification is authorized and issued under the Contract Documents.

- 1.23. Defective Work.** Defective Work is any Work which is unsatisfactory, faulty or deficient by: (a) not conforming to the requirements of the Contract Documents; (b) not conforming to the standards of workmanship of the applicable trade or industry; (c) not being in compliance with the requirements of any inspection, reference, standard, test, or approval required by the Contract Documents; or (d) damage occurring prior to Final Completion of all of the Work. The DBE shall promptly correct, repair or replace all Defective Work with such corrective, repair or replacement Work in strict compliance with requirements of the Contract Documents.
- 1.24. Delivery.** The term “delivery” used in conjunction with any equipment, materials or other items to be incorporated into the Work shall mean the unloading and storage in a protected condition pending incorporation into the Work.
- 1.25. Notice to Proceed.** A Notice to Proceed is the written notice issued by or on behalf of the District to the DBE authorizing the DBE to proceed with commencement of the (i) Design Services portion of the Work or (ii) Construction Services portion of the Work, respectively, and which establishes the date for commencement of the Contract Time for completion of the Design Services and completion of the Construction Services.
- 1.26. Progress Reports; Verified Reports.** “Progress Reports” are written reports prepared by the DBE and its Subcontractors on a daily basis. Progress Reports shall be completed and submitted to the Project Manager on a weekly basis. Progress Reports must include: (i) the number of labor and supervising personnel at the Site; (ii) the labor/work classification of each laborer; (iii) a detailed description of the Work in progress and completed; (iv) weather/environmental conditions; and (v) problems encountered with a potential impact to the Contract Time or the Contract Price. “Verified Reports” are periodic written reports prepared by the DBE and/or the AOR and submitted to the DSA; Verified Reports shall be in such form and content as required by the applicable provisions of Title 24 of the California Code of Regulations. A material obligation of the DBE and the AOR is the preparation of complete and accurate Progress Reports, if required, and Verified Reports, the timely submission of Verified Reports and obtaining DSA Certification of the Project..
- 1.27. Laws.** The term “Laws” as used in the Contract Documents shall refer to all laws, ordinances, codes, tariffs, rules and/or regulations promulgated by any governmental or quasi-governmental agency with jurisdiction over any portion of the Work and which apply to any portion of the Work. Laws refer to those enacted and in effect as of the execution of the Agreement, amendments thereto occurring during the performance of the Work and subsequently enacted Laws that take effect during the performance of the Work.
- 1.28. District Project Manager.** The District Project Manager is an employee of the District or an independent contractor to the District with responsibility and authority to administer the Contract Documents as a representative of the District during the completion of Design Documents and construction of the Project. The District Project Manager is authorized to act on behalf of the District as set forth in the General Conditions.

2. DISTRICT

2.1. Information Required of District.

2.1.1. Surveys; Site Information. Information concerning physical characteristics of the Site, provided by the District are set forth in (i) Irvine Valley College Parking Lot 6; PV System Site; (ii) Irvine Valley College Parking Lot 6; As-Built Grading Plan; (iii) Irvine Valley College Parking Lot 6; Site Electrical Plan; (iv) Existing Battery Energy Storage System; and (v) Irvine Valley College Parking Lot 6; Ninyo & Moore Geotechnical Evaluation (February 25, 2020) (the "District Disclosures" in Exhibit O).

2.1.2. Furnishing of Information. The District Disclosures were obtained from sources believed to be reliable, but the District neither guarantees or warrants that they are complete and accurate. The DBE may rely on all District Disclosures. To the extent that District Disclosures depict existing conditions on or about the Site, or the Work involves the renovation, removal or remodeling of existing improvements, or the Work involves any tie-in or other connection with any existing improvements, the conditions and/or existing improvements depicted in the District Disclosures is as they are believed to exist. Discovery of any latent or unknown conditions which (i) differ materially from the District Disclosures, or conditions of an unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Agreement, and (ii) are inconsistent with DBE's site assumptions set forth in Exhibit B Scope of Work, and in each instance which will substantively and materially affect the Contract Price or Project Milestone Schedule, shall entitle DBE to a Change Order providing an adjustment to the Contract Price and Contract Time.

2.1.3. District Approvals. Information, approvals and decisions required of District, Project Manager or a District Consultant for which a District Review Period or District Review Date is included in the Design-Build Schedule that is approved by District shall be provided in accordance with such Design-Build Schedule. If a District Review Period or District Review Date is not set forth in the Design-Build Schedule, then such information, approvals and decisions shall be provided by the District within a reasonable time. Failure by District, District Project Manager or a District Consultant to provide any information, approvals or decisions shall not be considered as a basis for Contract Adjustment to the Contract Time unless or until: (i) in the case of information, approval or decision for which there is a District Review Period or District Review Date in the District- approved Design-Build Schedule, ten business (10) Days after the District and the individual from whom such information, approval or decision is sought have received from DBE a written notice containing all the following: (1) a detailed description of the information, approval or decision required; (2) a statement that the District Review Period or District Review Date has expired or passed; and (3) a statement, prominently displayed, that : "PURSUANT TO ARTICLE 2.1.3 OF THE GENERAL CONDITIONS, THE FAILURE TO PROVIDE THE REQUESTED INFORMATION, APPROVAL OR DECISION WITHIN 10 BUSINESS DAYS FROM THIS NOTICE MAY RESULT IN A REQUEST FOR A CONTRACT ADJUSTMENT", OR (ii) in the case of information, approval or decision for which there is no District Review Period or District Review Date set forth in the District-approved Design-Build Schedule, thirty (30) days after the District and the individual from whom such information, approval or decision is sought

have received from DBE a written notice that includes the statements set forth Clauses (i), (1) and (ii) of this Article 2.1.3 and that includes a statement, prominently displayed, that: "PURSUANT TO ARTICLE 2.1.3 OF THE GENERAL CONDITIONS, THE FAILURE TO PROVIDE THE REQUESTED INFORMATION, APPROVAL OR DECISION WITHIN 10 BUSINESS DAYS FROM THIS NOTICE MAY RESULT IN A REQUEST FOR A CONTRACT ADJUSTMENT".

2.1.4. District's Right to Stop the Work. In addition to the District's right to suspend the Work or terminate the Contract pursuant to the Contract Documents, the District or District Project Manager may, by written order, direct the DBE to stop the Work, or any portion thereof, until the cause for such stop work order has been eliminated if the DBE, prior to Substantial Completion: (i) fails to correct Work which is not in conformity and in accordance with the requirements of the Section 11.4 of these General Conditions, or (ii) otherwise fails to carry out the Work in conformity and accordance with the Contract Documents. The right of the District to stop the Work hereunder shall not be deemed a duty on the part of the District to exercise such right for the benefit of the DBE or any other person or entity, nor shall the District's exercise of such right waive or limit the exercise of any other right or remedy of the District under the Contract Documents or the Laws. If Work is stopped or suspended pursuant to the foregoing, the Contract Price and the Contract Time are not subject to adjustment.

2.2. Partial Occupancy or Use.

2.2.1. District's Right to Partial Occupancy. The District may occupy or use any completed or partially completed portion of the Work, provided that: (i) the District has obtained the consent of, or is otherwise authorized by, public authorities with jurisdiction thereof, to so occupy or use such portion of the Work and (ii) the District and the DBE have accepted, in writing, the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, utilities, damage to the Work, insurance and the period for correction of the Work and commencement of warranties required by the Contract Documents for such portion of the Work partially used or occupied by the District. If the DBE and the District are unable to agree upon the matters set forth in (ii) above, the District may nevertheless use or occupy any portion of the Work, with the responsibility for such matters subject to resolution in accordance with the Contract Documents. Immediately prior to such partial occupancy or use of the Work, or portions thereof, the District, the Project Inspector, the DBE, and the District Project Manager shall jointly inspect the portions of the Work to be occupied or to be used to determine and record the condition of the Work. Repairs, replacements or other corrective action noted in such inspection shall be promptly performed and completed by the DBE so that the portion of the Work to be occupied or used by the District is in conformity with the requirements of the Contract Documents and the District's occupancy or use thereof is not impaired. The District's use or occupancy of the Work or portions thereof pursuant to the preceding shall not be deemed "completion" of the Work as that term is used in Public Contract Code §7107. EXERCISE BY THE DISTRICT IN ACCORDANCE WITH THE PROVISIONS OF THIS ARTICLE 2.2.1 OF ITS RIGHT TO TAKE BENEFICIAL OCCUPANCY SHALL NOT CONSTITUTE GROUNDS FOR A CONTRACT ADJUSTMENT.

2.2.2. No Acceptance of Defective or Nonconforming Work. Unless otherwise expressly agreed

upon by the District and the DBE, the District's partial occupancy or use of the Work or any portion thereof, shall not constitute the District's acceptance of the Work not complying with the requirements of the Contract Documents or which is otherwise defective.

2.3. The Project Inspector. In addition to the authority and rights of the Project Inspector as provided for elsewhere in the Contract Documents and/or arising by operation of the Laws, all of the Work shall be performed under the observation of the Project Inspector. The performance of the duties of the Project Inspector under the Contract Documents shall not relieve or limit the DBE's performance of its obligations under the Contract Documents.

2.3.1. Access to Work. The DBE shall provide the Project Inspector with access to all parts of the Work at any time, wherever located and whether partially or completely fabricated, manufactured, furnished or installed. The Project Inspector shall have the authority to stop Work if the Work is not in conformity with the Contract Documents.

2.3.2. Limitations on Project Inspector. The Project Inspector does not have authority to interpret the Contract Documents or to modify the Work depicted in the Contract Documents. The Project Inspector has no authority relative to the content or scope of the DBE's safety plan/program. No Work inconsistent with the Contract Documents shall be performed solely on the basis of the direction of the Project Inspector, and the DBE shall be liable to the District for the consequences of all Work performed on such basis. The actions, functions and responsibilities of the Project Inspector shall not be deemed control over the DBE's means, methods, sequences and schedule for completing construction of the Project.

3. DISTRICT PROJECT MANAGER AND CONTRACT ADMINISTRATION

3.1. Administration of the Contract.

3.1.1. Role of District Project Manager. The District Project Manager will provide administration of the Contract as described in the Contract Documents, and will be a District representative during construction until the time that Final Payment is due the DBE under the Contract Documents. The District Project Manager will advise and consult with the Project Inspector with respect to the administration of the Contract Documents and the Work. The District Project Manager is authorized to act on behalf of the District to the extent provided for in the Contract Documents.

3.1.2. DBE Responsibility for Construction Means, Methods and Sequences. Neither the District, District Project Manager or Project Inspector will have control over or charge of and be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, these being solely the DBE's responsibility. The District, District Project Manager or Project Inspector have no control over or charge of and are not responsible for acts or omissions of the DBE, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

3.1.3. Review of Applications for Payment of Construction Services Contract Price. In accordance with Article 8 of the General Conditions hereof, the District Project Manager and Project Inspector will review the DBE's Applications for Progress Payments and for Final Payment, evaluate the extent of Work performed and the amount properly due the

DBE on such Application for Payment.

3.1.4. Rejection of Work. The District Project Manager is authorized to reject Defective Work or Work which otherwise does not conform to the requirements of the Contract Documents. Whenever the District Project Manager or Project Inspector consider it necessary or advisable, for implementation of the intent of the Contract Documents, the District Project Manager and/or Project Inspector shall have authority to require additional inspections or testing of the Work, whether or not such Work is fabricated, installed or completed. The authority of the District Project Manager or the Project Inspector or a decision made in good faith by the District Project Manager or the Project Inspector to exercise or not to exercise such authority shall not give rise to a duty or responsibility to the DBE, Subcontractors, Material Suppliers, their agents or employees, or other persons performing portions of the Work.

3.1.5. Changes to the Work; Change Orders. The District Project Manager will prepare Change Orders upon the written approval or direction of the District.

3.1.6. Completion. The District Project Manager and Project Inspector will conduct observations to confirm the date(s) of Substantial Completion and the date(s) of Final Completion. The District Project Manager will receive from the DBE written warranties and related documents or other items required by the Contract Documents upon close-out of the Work which are assembled by the DBE. The District Project Manager and Project Inspector will verify that the DBE has complied with all requirements of the Contract Documents and is entitled to receipt of Final Payment.

3.2. Communications. All communications regarding the Work, the performance thereof or the Contract Documents shall be in writing; verbal communications shall be reduced to writing. Communications between the DBE and the District shall be through the District Project Manager. Communications between the DBE and the District's separate contractors, if any, shall be through the District Project Manager. All written communications between the DBE and any Subcontractor, Material Supplier or others directly or indirectly engaged by the DBE to perform or provide any portion of the Work shall be available to the District Project Manager for review, inspection and reproduction as may be requested from time to time. Failure or refusal of the DBE to permit the District Project Manager to review, inspect or reproduce such written communications the DBE's default of a material obligation of the DBE hereunder. The District reserves the right to implement a computerized data logging and storage system (such as Procore®) for communications relating to the Work. The DBE's use and access to such data logging system will be as established by the District. The DBE's use of the data logging system will be without charge or expense to the DBE; provided, however, the Contract Time and the Contract Price shall not be subject to adjustment on account of the use of the data logging system or training of the DBE's personnel on the use and functions of the data logging system.

4. THE DBE

4.1. Work in Accordance With Contract Documents. The DBE shall perform all of the Work in strict conformity with the Contract Documents, including without limitation the DSA permitted Design Documents.

4.1.1. No Commencement of Work Without DSA Permitted Design Documents. The DBE shall

not commence any Work of the Project unless DSA has issued a construction permit for the Work and the DBE has obtained all other approvals, reviews and/or authorizations of any public or quasi-public agency with jurisdiction over any portion of the Work including Southern California Edison ("SCE") (collectively "Permits"); provided, however, that DBE is not responsible for complying with any conditional use permit or CEQA requirements, each of which are solely District's responsibility. Prior to commencement of construction activities at the Site, the DBE shall compile and present to the District Project Manager all of the Permits for review and confirmation that all necessary Permits have been obtained by the DBE. Within three (3) days of the DBE submittal of all Permits to the District Project Manager, the District Project Manager will notify the DBE of the District's acceptance of the Permits as being validly issued and that all Permits necessary for construction have been obtained ("District Permit Acceptance"). Subject to Section 7.4.1 of these General Conditions, notwithstanding District Permit Acceptance, the sole and exclusive responsibility for obtaining and maintaining Permits in a valid and good standing status is that of the DBE without adjustment of the Contract Time or the Contract Price.

4.1.2. DBE Commencement of Construction. Upon the DBE's receipt of the District Permit Acceptance and the District's issuance of the Notice to Proceed with the Construction Services, the DBE shall commence construction activities at the Site within fourteen (14) days of the commencement date indicated in such Notice to Proceed. The Construction Services Contract Time Date shall commence of the commencement of Construction Services. Notwithstanding any failure or refusal of the DBE to commence construction activities at the Site as of the commencement date set forth in the Notice to Proceed, neither the commencement date of, nor the Substantial Completion Date shall be extended on account of such failure or refusal of the DBE.

4.2. Site Investigation; Subsurface Conditions.

4.2.1. DBE Investigation. The DBE shall be responsible for, and by executing the Agreement acknowledges, that it has visually examined the Site and has taken all steps it deems reasonably necessary to ascertain all other conditions which may affect the Work, or the cost thereof, including, without limitation, conditions bearing upon transportation, disposal, handling or storage of materials; availability of labor and materials; access to the Site; and the physical conditions and the character of equipment, materials, labor and services necessary to perform the Work. Any failure of the DBE to do so will not relieve it from the responsibility for fully and completely performing all Work without adjustment to the Contract Price or the Contract Time. The District assumes no responsibility to the DBE for any understandings or representations concerning conditions or characteristics of the Site, or the Work, made by any of its officers, employees or agents prior to the execution of the Agreement, unless such understandings or representations are expressly set forth in the Agreement or the District Disclosures. Prior to the commencement of the construction work, the DBE shall complete a review of the Site under the direction of the District to verify if any of the conditions of the Site are in conflict with the Project Documents. The DBE shall notify the Project Manager and the District of same in writing prior to the commencement of the Work.

4.2.2. Subsurface Data. By executing the Agreement, the DBE acknowledges that it has examined

the District Disclosures and has familiarized itself as to the character, quality and quantity of surface and subsurface materials, including without limitation, obstacles which may be encountered in performance of the Work, insofar as this information is reasonably ascertainable from a visual inspection of the Site and analysis of the District Disclosures. The DBE analysis of the District Disclosures shall be the DBE's independent evaluation and interpretation (but without verification) of the subsurface conditions identified in the District Disclosures and the conditions which may be encountered during the Work.

4.2.3. Subsurface Conditions. If the Work under the Contract Documents involves digging trenches or other excavations that extend deeper than four feet below the surface, the DBE shall promptly and before the following conditions are disturbed, notify the Project Inspector, in writing, of any: (i) material that the DBE believes may be material that is hazardous waste, as defined in California Health and Safety Code §25117, that is required to be removed to a Class I or Class II or Class III disposal site in accordance with provisions of existing law; (ii) subsurface or latent physical conditions at the site differing from those indicated; or (iii) unknown physical conditions at the Site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the Work or the character provided for in the Contract Documents. If upon notice to the District of the conditions described above and upon the District's investigation thereof, the District determines that the conditions so materially differ or involve such hazardous materials which require an adjustment to the Contract Price or the Contract Time, the District shall issue a Change Order in accordance with Article 9 of the General Conditions hereof. In accordance with California Public Contract Code §7104, any dispute arising between the DBE and the District as to any of the conditions listed in (i), (ii) or (iii) above, shall not excuse the DBE from the completion of the Work within the Contract Time and the DBE shall proceed with all Work to be performed under the Contract Documents. The District reserves the right to terminate the Contract pursuant to Article 14.2 of the General Conditions hereof should the District determine not to proceed because of any condition described in (i), (ii) or (iii) above.

4.3. Supervision and Construction Procedures.

4.3.1. Supervision of the Work. The DBE shall supervise and direct performance of the Work, using the DBE's best skill and attention. The DBE shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract Documents. The DBE shall be responsible for inspection of completed or partially completed portions of Work to determine that such portions are in proper condition to receive subsequent Work.

4.3.2. Responsibility for the Work. The DBE shall be responsible to the District for acts and omissions of the DBE's employees, Subcontractors and their agents and employees, and all other persons performing any portion of the Work under a contract with the DBE or a Subcontractor to the DBE. The DBE shall not be relieved of the obligation to perform the Work in accordance with the Contract Documents either by activities or duties of the Project Inspector or the District Project Manager in their administration of the Contract, observations of the Work, or by tests, inspections or approvals required or performed by persons other than the DBE.

- 4.3.3. Layouts.** The DBE is solely responsible for laying-out the Work so that construction of the Work conforms to the requirements of the Contract Documents and so that all component parts of the Work are coordinated. The DBE shall be responsible for maintenance and preservation of benchmarks, reference points and stakes for the Work. The cost of maintenance and preservation of benchmarks, reference points and stakes shall be included within the Contract Price. The DBE shall be solely responsible for all loss or costs resulting from the loss, destruction, disturbance or damage of benchmarks, reference points or stakes.
- 4.3.4. Construction Utilities.** District will furnish and pay for all temporary water and electric utility services necessary to complete the Work.
- 4.3.5. Existing Utilities.** The DBE acknowledges that the District Disclosures include the existing as-built locations of underground utilities at the Site ("As-Built Utilities"). The DBE further acknowledges that an express obligation of the DBE is to complete potholing (of only those areas where there is a marked conflict identified during the scanning process) the Work is to be completed and the As-Built Utilities indicate the presence of underground utilities to confirm the accuracy of the As-Built Utilities and depths of underground utilities.
- 4.3.6. Conferences and Meetings.** A material obligation of the DBE under the Contract Documents is the attendance at required meetings by the DBE's supervisory personnel for the Work and the DBE's management personnel as required by the Contract Documents or as requested by the District. The DBE's personnel participating in conferences and meetings relating to the Work shall be authorized to act on behalf of the DBE and to bind the DBE. The DBE is solely responsible for arranging for the attendance by Subcontractors, Material Suppliers at meetings and conferences relating to the Work as necessary, appropriate or as requested by the District.
- 4.3.6.1. Construction Conference.** The DBE's representatives (and representatives of Subcontractors as requested by the District) shall attend a Construction Conference at such time and place as designated by the District. The Construction Conference will generally address the requirements of the Work and Contract Documents, and to establish construction procedures. Subject matters of the Construction Conference will include as appropriate: (i) administrative matters, including an overview of the respective responsibilities of the District Project Manager DBE, Subcontractors, Project Inspector and others performing any part of the Work or services relating to the Work; (ii) Submittals; (iii) Changes and Change Order processing; (iv) employment practices, including Certified Payroll preparation and submission, and prevailing wage rate responsibilities of the DBE and Subcontractors; (v) Progress Schedule development and maintenance; (vi) development of Schedule of Values and payment procedures; (vii) communications procedures; (viii) Site visitor policies; (ix) conduct of DBE/Subcontractor personnel at the Site; and (x) punchlist/close-out procedures.
- 4.3.6.2. Progress Meetings.** Progress meetings will be conducted on regular intervals (weekly unless otherwise expressly indicated elsewhere in the Contract Documents). The DBE's representatives and representatives of Subcontractors (as requested by the District) shall attend Progress Meetings. Progress Meetings will be chaired by the

District Project Manager and will generally include as agenda items: Site safety, field issues, coordination of Work, a review of a three- week look-ahead schedule prepared by the DBE's Superintendent, construction progress and impacts to timely completion, if any. The purposes of the Progress Meetings include: a formal and regular forum for discussion of the status and progress of the Work by all Project participants, a review of progress or resolution of previously raised issues and action items assigned to the Project participants, and reviews of the Progress Schedule and Submittals.

4.3.6.3. Installation Conference. The DBE's representatives (and representatives of Subcontractors as requested by the District Project Manager) shall attend an Installation Conference prior to the initiation of a new phase of work at such time and place as designated by the District. The Installation Conference will generally address the requirements of the work and Contract Documents, and to establish construction procedures. Subject matters of the Construction Conference will include as appropriate: (i) administrative matters, including an overview of the respective responsibilities of the District Project Manager, AOR, DBE, Subcontractors, Project Inspector and others performing any part of the Work or services relating to the Work; (ii) Submittals; (iii) to plan and coordinate work of new Subcontractors, separate contractors and to plan for utility outages; (iv) emergency and safety procedures; (v) Site visitor policies; and (vi) conduct of DBE/Subcontractor personnel at the Site.

4.3.6.4. Special Meetings. As deemed necessary or appropriate by the District, Special Meetings will be conducted with the participation of the DBE, Subcontractors and other Project participants as requested by the District. Attendance of the DBE, Subcontractors and others as directed by the District at such special meetings is a material obligation of the DBE under the Contract Documents.

4.3.6.5. Minutes of Meetings. Following conclusion of the Construction Conference, Progress Meetings and Special Meetings, the District Project Manager will prepare and distribute minutes reflecting the items addressed and actions taken at a meeting or conference. Within five (5) days of the date of distribution of the minutes, participants at such meeting, including the District and/or AOR, may submit written objections, corrections or other modifications of such minutes to the District Project Manager. If such objections, corrections or other modifications are timely submitted to the District Project Manager, the resolution of such matters shall be addressed at the next scheduled Progress Meeting.

4.3.7. Temporary Sanitary Facilities. At all times during Work at the Site, the DBE shall obtain and maintain temporary sanitary facilities in conformity with applicable law, rule or regulation. The DBE shall maintain temporary sanitary facilities in a neat and clean manner with sufficient toilet room supplies. Personnel engaged in the Work are not permitted to use toilet facilities at or about the Site.

4.3.8. Noise and Dust Control.

4.3.8.1. Noise Control. The DBE shall (i) install noise reducing devices on construction

equipment to the extent required to comply with the requirements of the city and county having jurisdiction with regard to noise ordinances governing construction sites and activities and (ii) comply with all other requirements of the city and county that have jurisdiction. Construction Equipment noise at the Site shall be limited and only as permitted by applicable law, rule or regulation. If classes are in session at any point during the progress of the Work, and, in the District's reasonable discretion, the noise from any Work disrupts or disturbs the students or faculty or the normal operation of the college, at the District's request, the DBE shall schedule the performance of all such Work around normal college hours or make other arrangements so that the Work does not cause such disruption or disturbance. Subject to the conditions and limitations set forth in subsections (i) and (ii) above, if DBE is disallowed from performing the Work during the hours set forth in Section 7 of the Agreement, any such delay may result in adjustment of the Contract Price or the Contract Time.

4.3.8.2. Dust Control. The DBE shall be fully and solely responsible for maintaining and upkeeping all areas of the Site and adjoining areas, outdoors and indoors, free from flying debris, grinding powder, sawdust, dirt and dust as well as any other product, product waste or work waste, that by becoming airborne may cause respiratory inconveniences to persons, particularly to students and District personnel. Additionally, the DBE shall take specific care to avoid deposits of airborne dust or airborne elements. Such protection devices, systems or methods shall be in accordance with the Laws, including without limitation, the regulations established by the EPA and OSHA. Additionally, the DBE shall be the sole party responsible to regularly and routinely clean up and remove any and all deposits of dust and other elements. Damage and/or any liability derived from the DBE's failure to comply with these requirements shall be exclusively at the cost of the DBE, including, without limitation, any and all penalties that may be incurred for violations of applicable law, rule or regulation, and any amounts expended by the District to pay such damages shall be due and payable to the District on demand. DBE shall replace any damaged property or part thereof and professionally clean any and all items that become covered or partially covered to any degree by dust or other airborne elements. If classes are in session at any point during the progress of Work, and, in the District's reasonable determination, debris, powder, sawdust, dirt or dust from any Work disrupts or disturbs the students or faculty or the normal operation of the District, at the District's request, the DBE shall schedule the performance of all such Work around normal District hours and make other arrangements so that the Work does not cause such disruption or disturbance. In no event shall such arrangements result in adjustment of the Contract Price or the Contract Time.

4.3.8.3. DBE Failure to Comply. If the DBE fails to comply with the requirements for dust control, noise control, or any other maintenance or clean up requirement of the Contract Documents, the District Project Manager or Project Inspector are each authorized to notify the DBE in writing of such failure and the DBE shall take immediate action. Should the DBE fail to respond with immediate and responsive action and not later than two (2) business days from such notification, the District

shall have the absolute right to proceed as it may deem necessary to remedy such matter. Any and all costs incurred by the District in connection with such actions shall be the sole responsibility of, and be borne by, the DBE; the District may deduct such amounts from the Contract Price then or thereafter due the DBE.

4.4. Labor and Materials.

- 4.4.1. Payment for Labor, Materials and Services.** The DBE shall provide and pay for all labor, materials, equipment, tools, Construction Equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated in the Work.
- 4.4.2. Employee Discipline.** The DBE shall enforce strict discipline and good order among the DBE's employees, the employees of any Subcontractor or Sub-Subcontractor, and all other persons performing any part of the Work at the Site. The DBE shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. The DBE shall dismiss from its employ and direct any Subcontractor or Sub-Subcontractor to dismiss from their employment any person deemed by the District to be unfit or incompetent to perform Work and thereafter, the DBE shall not employ nor permit the employment of such person for performance of any part of the Work without the prior written consent of the District, which consent may be withheld in the reasonable discretion of the District. DBE's and Subcontractor's employees shall be restricted to the Project Site, and shall not go beyond work limits, unless directed by the District Project Manager.
- 4.4.3. DBE Identification Badges.** DBE to ensure all direct personnel and the personnel of Subcontractors working at the Site are furnished identification badges that are required to be visually displayed at all times while at the Site or on the District's property.
- 4.4.4. DBE Project Manager and DBE Superintendent.** The DBE shall employ a competent English-speaking project manager ("DBE Project Manager") and superintendent ("DBE Superintendent") and all necessary assistants who shall be in attendance at the Site at all times during performance of the Work. Competency of the DBE Superintendent shall include, without limitation, a minimum of five (5) years prior experience as a superintendent for a general contractor on projects similar in size, scope and complexity to the Work. The DBE's communications relating to the Work or the Contract Documents shall be through the DBE Project Manager and/or Superintendent. The DBE Project Manager and the DBE Superintendent shall represent the DBE and communications given to the project manager and superintendent shall be binding as if given to the DBE. The DBE shall dismiss the DBE Project Manager, DBE Superintendent or any of his/her assistants if they are deemed, in the sole reasonable judgment of the District, to be unfit, incompetent or incapable of performing the functions assigned to them. In such event, the District shall have the right to approve of the replacement DBE Project Manager and DBE Superintendent or assistant. The DBE Superintendent and DBE Project Manager shall be satisfactory to the District and shall not be changed except with the consent of the District, unless the DBE Project Manager or DBE Superintendent voluntarily cease to be employed by the DBE.

4.4.5. Prohibition on Harassment.

4.4.5.1. District's Policy Prohibiting Harassment. The District is committed to providing a campus and workplace free of sexual harassment and harassment based on factors such as race, color religion, national origin, ancestry, age, medical condition, marital status, disability or veteran status. Harassment includes without limitation, verbal, physical or visual conduct which creates an intimidating, offensive or hostile environment such as racial slurs; ethnic jokes; posting of offensive statements, posters or cartoons or similar conduct. Sexual harassment includes without limitation the solicitation of sexual favors, unwelcome sexual advances, or other verbal, visual or physical conduct of a sexual nature.

4.4.5.2. DBE's Adoption of Anti-Harassment Policy. DBE shall adopt and implement all appropriate and necessary policies prohibiting any form of discrimination in the workplace, including without limitation harassment on the basis of any classification protected under local, state or federal law, regulation or policy. DBE shall take all reasonable steps to prevent harassment from occurring, including without limitation affirmatively raising the subject of harassment among its employees, expressing strong disapproval of any form of harassment, developing appropriate sanctions, informing employees of their right to raise and how to raise the issue of harassment and informing complainants of the outcome of an investigation into a harassment claim. DBE shall require that any Subcontractor or Sub-Subcontractor performing any portion of the Work to adopt and implement policies in conformity with this Article 4.4.5.2.

4.4.5.3. Prohibition on Harassment at the Site. DBE shall not permit any person, whether employed by DBE, a Subcontractor, Sub-Subcontractor, or any other person or entity, performing any Work at or about the Site to engage in any prohibited form of harassment. Any such person engaging in a prohibited form of harassment directed to any individual performing or providing any portion of the Work at or about the Site shall be subject to appropriate sanctions in accordance with the anti-harassment policy adopted and implemented pursuant to Article 4.4.5.2 above. Any person, performing or providing Work on or about the Site engaging in a prohibited form of harassment directed to any student, faculty member or staff of the District or directed to any other person on or about the Site shall be subject to immediate removal and shall be prohibited thereafter from providing or performing any portion of the Work. Upon the District's receipt of any notice or complaint that any person employed directly or indirectly by DBE in performing or providing the Work has engaged in a prohibited form of harassment, the District will promptly undertake an investigation of such notice or complaint. In the event that the District, after such investigation, reasonably determines that a prohibited form of harassment has occurred, the District shall promptly notify the DBE of the same and direct that the person engaging in such conduct be immediately removed from the Site. Unless the District's determination that a prohibited form of harassment has occurred is grossly negligent or without reasonable cause, District shall have no liability for directing the removal of any person determined to have engaged in a prohibited form of harassment nor shall the Contract Price or the Contract Time be adjusted on

account thereof. DBE and the Surety shall defend, indemnify and hold harmless the District and its employees, officers, board of trustees, agents, and representatives from any and all claims, liabilities, judgments, awards, actions or causes of actions, including without limitation, attorneys' fees, which arise out of, or pertain in any manner to: (i) the assertion by any person dismissed from performing or providing work at the direction of the District pursuant to this Article 4.4.5.3; or (ii) the assertion by any person that any person directly or indirectly under the employment or direction of the DBE has engaged in a prohibited form of harassment directed to or affecting such person. The obligations of the DBE and the Surety under the preceding sentence are in addition to, and not in lieu of, any other obligation of defense, indemnity and hold harmless whether arising under the Contract Documents, at law or otherwise; these obligations survive completion of the Work or the termination of the Contract.

4.5. Taxes. The DBE shall pay, without adjustment of the Contract Price, all sales, consumer, use and other taxes for the Work or portions thereof provided by the DBE under the Contract Documents. District acknowledges that DBE is eligible for a partial exemption from sales and use tax with respect to the equipment that is purchased and incorporated into the Work by DBE. Accordingly, District agrees to furnish DBE with an exemption certificate, attached hereto as Exhibit Q, which will allow the partial exemption to 'pass through' DBE via the exemption certificate. Both parties agree to comply with applicable state requirements regarding the certification. DBE shall otherwise pay, and the Contract Price includes, all non-exempted portions of sales and use tax with respect to the equipment that is purchased and incorporated into the Work by DBE.

4.6. Permits, Fees and Notices; Compliance With Laws.

4.6.1. Payment of Permits, Fees. The DBE shall secure for the building permits, other permits, and other fees/charges imposed by governmental agencies for reviews, permits and other approvals necessary or required for the proper execution and completion of the Work. Payment of fees for issuance of permits or other authorizations by governmental authorities with jurisdiction over the Work shall be made by the District within ten (10) days after the DBE's submittal of the governmental authority billing for payment of permit or authorization fees (if direct payment by the District is required, the District will provide a check to DBE made out to the applicable governmental authority within ten (10) days after DBE's request. The foregoing notwithstanding, the DBE shall pay all fees, costs or other expenses associated with or arising in connection with Deferred Approval Items without adjustment of the Construction Services Contract Price.

4.6.2. Compliance With Laws. The DBE shall comply (excluding any preexisting non-compliance with any laws, including the Americans with Disabilities Act) with and give notices required by the Laws and other orders of public authorities bearing on performance of the Work.

4.6.3. Notice of Variation From Laws. If the DBE knows, or has reason to believe, that any portion of the Contract Documents are at variance with the Laws, the DBE shall promptly notify the District Project Manager and the Project Inspector, in writing, of the same. The DBE shall be solely responsible for correcting or taking other necessary action to eliminate any such known variance between the Contract Documents and the Laws; such corrective or other

action shall be completed by the DBE without adjustment of the Contract Time or the Contract Price.

4.7. Submittals.

4.7.1. Purpose of Submittals. Shop Drawings, Product Data, Samples and similar submittals (collectively "Submittals") are not Contract Documents. The purpose for submission of Submittals is to demonstrate, for those portions of the Work for which Submittals are required, the manner in which the DBE proposes to provide or incorporate such item of the Work in conformity with the information given and the design concept expressed in the Contract Documents.

4.7.2. DBE's Submittals.

4.7.2.1. Prompt Submittals. The DBE shall review, approve and submit to the AOR or such other person or entity designated by the Contract Documents, the number of copies of Submittals required by the Contract Documents.

4.7.2.2. DBE Approval of Subcontractor Submittals. All Submittals prepared by Subcontractors, of any tier, Material Suppliers, manufacturers or distributors shall bear the written approval of the DBE thereto prior to submission to the AOR for review. Any Submittal not bearing the DBE's written approval shall be subject to return to the DBE for re-submittal in conformity herewith, with the same being deemed to not have been submitted. Any delay, impact or cost associated therewith shall be the sole and exclusive responsibility of the DBE without adjustment to the Contract Time or the Contract Price.

4.7.2.3. Verification of Submittal Information. By approving and submission of Submittals, the DBE represents to the District that the DBE has determined and verified materials, field measurements, field construction criteria, catalog numbers and similar data related thereto and has checked and coordinated the information contained within such Submittals with the requirements of the Work and of the Contract Documents. Each Submittal shall include the following certification duly executed by the DBE Superintendent:

"The DBE has reviewed and approved the field dimensions and construction criteria of the attached Submittal. The DBE has verified that the Submittal includes notations of any portion of the Work depicted in the Submittal which is not in strict conformity with the Contract Documents. The information in the attached Submittal has been reviewed and coordinated by the DBE with information included in other Submittals".

4.7.2.4. DBE Responsibility for Deviations. The DBE shall not be relieved of responsibility for correcting deviations from the requirements of the Contract Documents by the AOR's review of Submittals unless: (i) the DBE has specifically informed the AOR in writing of such deviation at the time of submission of the Submittal; (ii) the AOR notifies the District Project Manager in writing of such deviation; and (iii) the District Project Manager gives written approval to the specific deviation. The DBE shall not be relieved of responsibility for errors or omissions in Submittals by the District Project

Manager review thereof.

4.7.2.5. No Performance of Work Without AOR Review. The DBE shall perform no portion of the Work requiring the AOR's review of Submittals until the AOR has completed its review and returned the Submittal to the DBE indicating "No Exception Taken" to such Submittal. The DBE shall not perform any portion of the Work forming a part of a Submittal or which is affected by a related Submittal until the entirety of the Submittal or other related Submittal has been fully processed. Such Work shall be in accordance with the final action taken by the District Project Manager in review of Submittals and other applicable portions of the Contract Documents.

4.7.3. AOR Review of Submittals. The AOR shall review Submittals for conformity to requirements of the Contract Documents. If the AOR returns a Submittal as rejected or requiring correction(s) with re-submission, the DBE, so as not to delay the progress of the Work, shall thereafter resubmit, within seven (7) days, a Submittal conforming to the requirements of the Contract Documents; the resubmitted Submittal shall indicate the portions thereof modified in accordance with the AOR's direction. When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the pull-down menu and AOR shall be entitled to rely upon the accuracy and completeness of such calculations and certifications accompanying Submittals. Unless otherwise provided elsewhere in the Contract Documents, the following notations or notations of a similar nature noted by the AOR on a reviewed Submittal will require the DBE action noted below.

AOR Notation	DBE Action
No Exceptions Taken	No formal revision required.
Make Corrections Noted	Make revision noted; re-submission of revised Submittal not required.
Revise; Re-Submit	Revise Submittal in accordance with notations and re-submit for subsequent review.
Rejected; Re-Submit	Prepare new alternative Submittal and re-submit for review.

4.7.4. District Project Manager Review of Submittals. Upon the AOR completion of its review of a Submittal and the AOR's acceptance of such Submittal, the AOR and/or the DBE shall submit such AOR accepted Submittal to the District Project Manager for review. The District Project Manager review of such Submittals shall be for limited purposes of: (i) verifying that the required Submittal has been prepared; (ii) that the Submittal appears to conform to the requirements of the Contract Documents relating thereto; and (iii) that the AOR has reviewed and accepted the Submittal as conforming to the requirements of the Contract Documents. Upon completion of such review of Submittals, the District Project Manager will return the Submittal to the DBE noting confirmation of the matters described in (i), (ii) and (iii) above. If a Submittal is returned to the DBE by the District Project Manager with a notation that (i), (ii) or (iii) above have not been verified or confirmed, the DBE shall provide the District Project Manager with reasonably satisfactory evidence to

verify or confirm that (i), (ii) or (iii) above have been complied with by the DBE. No Work relating to a Submittal shall be commenced until after the applicable Submittal(s) has been reviewed and accepted by the AOR and the District Project Manager.

4.7.5. Critical Submittals. Critical Submittals may include but not be limited to (i) cost loaded baseline schedule; (ii) structural steel, HVAC equipment, electrical equipment, elevators, sliding doors, doors and windows, hardware, hazmat certifications, concrete cast panel shop drawings schedules; (iii) DBE prepared shop drawings; (iv) product data or samples; and (v) long lead fabrication/procurement item requiring Submittals that are critical to the achieving Substantial Completion of the Work within the Contract Time. Critical Submittals may include, but not be limited to, cost loaded baseline schedule, structural steel, HVAC equipment, electrical equipment, elevators, sliding doors, doors and windows, hardware, hazmat certifications, or any long lead **(40 days or more)** fabrication/procurement item requiring Submittals. Notwithstanding any provision of the Contract Documents to the contrary, Critical Submittals must be submitted by the DBE within **forty-five (45)** calendar days after the commencement date for the Construction Services portion of the Work as set forth in the Notice to Proceed issued by or on behalf of the District, subject to any schedule extensions pursuant to Change Orders. If there is a dispute or disagreement between the District and the DBE as to whether any Submittal is deemed a Critical Submittal, the determination of the Project Manager shall be final and binding on the Contractor and the District.

4.7.6. Submittal/Shop Drawings Schedule. Within **fifteen (15)** days from the date of issuance of the Notice to Proceed for the Construction Services portion of the Work, the DBE shall submit to the District Project Manager for approval by the District Project Manager a Project Submittals Schedule that will establish dates for the DBE's submission of Submittals/Shop Drawings and the AOR's return of reviewed Submittals/Shop Drawings.

4.7.7. Deferred Approval Items. In the event that any portion of the Work is designated in the Contract Documents as a "Deferred Approval" item, the DBE shall be solely and exclusively responsible for the preparation of Submittals for such item(s) in a timely manner so as not to delay or hinder the completion of the Work within the Contract Time. All fees, costs or expenses incurred or necessary to incur to complete Submittals relating to Deferred Approval Items and to obtain approvals/permits therefor shall be borne solely by the DBE without adjustment of the Contract Price. Preparation, submission, approval and permitting of Submittals relating to Deferred Approval Items shall be completed without adjustment of the Contract Time.

4.7.8. Submittal Review Process. The District reserves the right to change the submittal review process without adjustment to the Contract Price; provided, however, if District changes any timing requirements or review periods, then DBE may be entitled to an Equitable Adjustment of the Contract Time.

4.8. Materials and Equipment.

4.8.1. Specified Materials, Equipment. Except as otherwise expressly set forth in the Contract Documents, references in the Contract Documents to any specific article, device, equipment, product, material, fixture, patented process, form, method or type of

construction, by name, make, trade name, or catalog number, with or without the words "or equal" shall be deemed to establish a minimum standard of quality or performance, and shall not be construed as limiting competition. Whenever a product, material or other item is specified with reference to a Federal Specification, an ASTM Standard, an American National Standards Institute Specification, or other trade association standard (collectively, "the Standards"), the DBE shall present all written data sheets and certifications received from the manufacturer when requested by the District Project Manager or required in the Specifications, certifying the product, material or other item to be furnished and installed complies with the Standards. When requested by the District Project Manager or required by the Contract Documents, support test data shall be submitted to substantiate compliance with the Standards.

4.8.2. No Substitutions or Alternatives. The DBE shall furnish and install materials and equipment indicated in the DSA permitted Design Documents without substitution or alternative.

4.8.3. District Standard Products. If any material, equipment, product or other item is designated by the District or in the Project Documents as a "District Standard" or similar words/terms, the District shall be deemed to have made a finding that such material, equipment, product or other item is designated and specified to match other materials, equipment, products, or other item in use in a completed or to be completed work of improvement and not subject to substitution. If any material, equipment, or other item is identified by the District or in the Project Documents as being the only source of the material, equipment or other item necessary to accomplish the intended result(s), such material, equipment or other item shall not be subject to substitution.

4.8.4. Placement of Material and Equipment Orders. The DBE shall promptly and timely place all orders for materials and/or equipment necessary for completion of the Work so that delivery of the same shall be made without delay or interruption to the timely completion of the Work. The DBE shall require that any Subcontractor or Sub-Subcontractor performing any portion of the Work similarly place orders for all materials and/or equipment to be furnished by any such Subcontractor or Sub-Subcontractor in a prompt and timely manner so that delivery of the same shall be made without delay or interruption to the timely completion of the Work. Upon request of the District Project Manager, the DBE shall furnish reasonably satisfactory written evidence of the placement of orders for materials and/or equipment necessary for completion of the Work, including without limitation, orders for materials and/or equipment to be provided, furnished or installed by any Subcontractor or Sub-Subcontractor.

4.9. Safety.

4.9.1. Safety Programs. Notwithstanding any action by the District Project Manager or Project Inspector, the DBE shall be solely responsible for initiating, maintaining, supervising and enforcing all safety programs required by the Laws in connection with the performance of the Contract, or otherwise required by the type or nature of the Work. The DBE's safety program shall include all actions and programs necessary for compliance with California or federally statutorily mandated workplace safety programs, including without limitation, compliance with the California Drug Free Workplace Act of 1990 (California Government

Code §§8350 et seq.). Without limiting or relieving the DBE of its obligations hereunder, the DBE shall require that its Subcontractors similarly initiate and maintain all appropriate or required safety programs. Prior to commencement of Work at the Site, the DBE shall provide the District Project Manager with the DBE's proposed safety program for the Work for review. Such review by the District Project Manager shall not operate to relieve, impair or otherwise limit the DBE's responsibility for initiating, maintaining, supervising and enforcing safety programs. Without adjustment of the Contract Price or the Contract Time, the DBE shall modify and re-submit its proposed safety plan to incorporate modifications thereto requested by the District Project Manager. The District Project Manager and Project Inspector are authorized to monitor the DBE's obligation to implement the DBE's safety program.

- 4.9.2. Safety Precautions.** The DBE shall be solely responsible for initiating and maintaining reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to: (i) employees on the Work and other persons who may be affected thereby; (ii) the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the DBE or Subcontractors; and (iii) other property or items at the Site, or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. The DBE shall take adequate precautions and measures to protect existing roads, sidewalks, curbs, pavement, utilities, utility easements, adjoining property and improvements thereon (including without limitation, protection from settlement or loss of lateral support) and to avoid damage thereto. When use or storage of explosives or other hazardous materials or equipment or other hazardous construction methods are necessary at the Site, the DBE shall strictly comply with all requirements/limitations relating to the use, handling or storage of such materials. At all times the DBE shall provide an adequate number of fire extinguishers or other approved fire/life-safety devices during Work at the Site. Each fire extinguisher shall be conspicuously displayed and clearly marked with instructions for use. Without adjustment of the Contract Price or the Contract Time, the DBE shall repair, replace or restore any damage or destruction of the foregoing items during performance of the Work.
- 4.9.3. Safety Signs, Barricades.** The DBE shall erect and maintain, as required by existing conditions and conditions resulting from performance of the Contract, reasonable safeguards for safety and protection of property and persons, including, without limitation, posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.
- 4.9.4. Utility Trenching/Laydown Area.** The DBE is to ensure that any open trenches outside of the construction area are covered with steel plates and barricaded by a perimeter fence on a daily basis to provide safe conditions for all campus users. The DBE is to ensure that all materials and equipment for use in construction of the Work or for incorporation into the Work are kept within the fenced construction/laydown area as depicted in the Site Parking and Laydown Areas.
- 4.9.5. Safety Notices.** The DBE shall post all notices required by the Laws and comply with the

Laws bearing on safety of persons or property or their protection from damage, injury or loss.

4.9.6. Safety Coordinator. The DBE shall designate a responsible member of the DBE's organization at the Site whose duty shall be the prevention of accidents and the implementation and maintenance safety precautions and programs. This person shall be the DBE Superintendent unless otherwise designated by the DBE in writing to the District Project Manager and Project Inspector.

4.9.7. Emergencies; First Aid. In an emergency affecting safety of persons or property, the DBE shall act, to prevent threatened damage, injury or loss. The DBE shall maintain stocked emergency first aid kits at the Site which comply with the Laws.

4.9.8. Hazardous Materials.

4.9.8.1. General. In the event that the DBE, any Subcontractor or anyone employed directly or indirectly by them shall use, at the Site, or incorporate into the Work, any material or substance deemed to be hazardous or toxic under any law, rule, ordinance, regulation or interpretation thereof (collectively "Hazardous Materials"), the DBE shall comply with the Laws and shall exercise all necessary safety precautions relating to the use, storage or disposal thereof.

4.9.8.2. Prohibition on Use of Asbestos Construction Building Materials ("ACBMs"). Notwithstanding any provision of the Drawings or the Specifications to the contrary, it is the intent of the District that ACBMs not be used or incorporated into any portion of the Work. DBE warrants to the District that there are no materials or products used or incorporated into the Work which contain ACBMs. Whether before or after completion of the Work, if it is discovered that any product or material forming a part of the Work or incorporated into the Work contains ACBMs, the DBE shall at its sole cost and expense remove such product or material in accordance with any laws, rules, procedures and regulations applicable to the handling, removal and disposal of ACBMs and to replace such product or material with non-ACBM products or materials and to return the affected portion(s) of the Work to the finish condition depicted in the Drawings and Specifications relating to such portion(s) of the Work. The DBE's obligations under the preceding sentence shall survive the termination of the Contract, the warranty period provided under the Contract Documents, the DBE's completion of the Work or the District's acceptance of the Work. In the event that the DBE shall fail or refuse, for any reason, to commence the removal and replacement of any material or product containing ACBMs forming a part of, or incorporated into the Work, within ten (10) days of the date of the District's written notice to the DBE of the existence of ACBM materials or products in the Work, the District may thereafter proceed to cause the removal and replacement of such materials or products in any manner which the District determines to be reasonably necessary and appropriate; all costs, expenses and fees, including without limitation fees and costs of consultants and attorneys, incurred by the District in connection with such removal and replacement shall be the responsibility of the DBE and the Surety.

4.9.8.3. Disposal of Hazardous Materials. DBE shall be solely and exclusively responsible for the disposal of any Hazardous Materials on or about Site resulting from the DBE's performance of Work and other activities. The DBE's obligations hereunder shall include without limitation, the transportation and disposal of any Hazardous Materials in strict conformity with the Laws. District shall be exclusively responsible for, and DBE shall have no responsibility for, any environmental liabilities relating to the Site, except for such pollution, toxic emissions, and other Hazardous Materials as are transported to, and stored, used or disposed of at, the Site by DBE.

4.9.8.4. Non-Asbestos/Non-Hazardous Materials Certification. Upon completion of the Work, the DBE shall complete and submit the form of Non-Asbestos/Non-Hazardous Materials Certification. In addition to other requirements for the District's disbursement of the Final Payment, the DBE's submittal of the completed/executed form of Non-Asbestos/Non-Hazardous Materials Certification is a condition precedent to the District's obligation to disburse the Final Payment.

4.10. Maintenance of Documents.

4.10.1. Documents at Site. The DBE shall maintain at the Site: (i) one record copy of the Drawings, Specifications and all addenda thereto; (ii) Change Orders approved by the District and all other modifications to the Contract Documents; (iii) Submittals reviewed by the AOR and District Project Manager; (iv) Record Drawings; (v) Material Safety Data Sheets ("MSDS") accompanying any materials, equipment or products delivered or stored at the Site or incorporated into the Work; and (vi) all building and other codes or regulations applicable to the Work, including without limitation, Title 24, Parts 2, 3, 4, 5, 7 and 9 of the California Code of Regulations. During performance of the Work, all documents maintained by the DBE at the Site shall be available upon request to the District Project Manager, the Project Inspector and DSA for review, inspection or reproduction. Upon completion of the Work, all documents maintained at the Site by the DBE pursuant to the foregoing shall be assembled and transmitted to the District Project Manager for delivery to the District.

4.10.2. Maintenance of Record Drawings. During its performance of the Work, the DBE shall maintain Record Drawings consisting of a set of the Drawings which are marked in red by each subcontractor to indicate all field changes made to adapt the Work depicted in the Drawings to field conditions, changes resulting from Change Orders and all concealed or buried installations, including without limitation, piping, conduit and utility services. All buried or concealed items of Work shall be completely and accurately marked and located on the Record Drawings. The Record Drawings shall be clean and all changes, corrections and dimensions shall be marked in a neat and legible manner in a contrasting color. Record Drawings relating to the Landscape, Civil, Architectural, Structural, Mechanical, Electrical and Plumbing portions of the Work shall indicate without limitation, circuiting, wiring sizes, equipment/member sizing, invert elevations/depths of storm drain lines, sewer lines, point-of-connections of utilities, and shall depict the entirety of the as built conditions of such portions of the Work. The Record Drawings shall be continuously maintained by the DBE during the performance of the Work. The Record Drawings shall be reviewed and approved by the DBE and the DBE's AOR and Engineers prior to submittal to the District. At any time during the DBE's performance of the Work, upon the request of the District

Project Manager or the Project Inspector, the DBE shall make the Record Drawings maintained hereunder available for review and inspection. Such review and inspection of the Record Drawings during the DBE's performance of the Work shall be only for the purpose of generally verifying that DBE is continuously maintaining the Record Drawings in a complete and accurate manner; any such inspection or review shall not be deemed to be the District's approval or verification of the completeness or accuracy thereof. The failure or refusal of the DBE to continuously maintain complete and accurate Record Drawings or to make available the Record Drawings for inspection and review by the District is the DBE's default of a material obligation of the DBE hereunder. Without waiving, restricting or limiting any other right or remedy of the District for the DBE's failure or refusal to continuously maintain the Record Drawings, the District may, upon reasonably determining that the DBE has not, or is not, continuously maintaining the Record Drawings in a complete and accurate manner, take appropriate action to cause the continuous maintenance of complete and accurate Record Drawings, in which event all fees and costs incurred or associated with such action shall be charged to the DBE and the District may deduct the amount of such fees and costs from any portion of the Contract Price then or thereafter due the DBE. Prior to receipt of the Final Payment, DBE shall deliver the Record Drawings to the District Project Manager.

- 4.11. Use of Site.** The DBE shall confine operations at the Site to areas permitted by the Laws, subject to any restrictions or limitations set forth in the Contract Documents. The DBE shall not unreasonably encumber the Site or adjoining areas with materials or equipment. The DBE shall be solely responsible for providing security at the Site with all such costs included in the Contract Price. The District shall at all times have access to the Site. District shall provide all necessary access to the Site and authorizations to DBE, and subject to rights set forth in the Contract Documents, the District shall not limit the DBE's access to the Site during the days/hours of Work permitted on the Site..
- 4.12. Clean-Up.** The DBE shall at all times keep the Site and all adjoining areas free from the accumulation of any waste material or rubbish caused or generated by performance of the Work at all times until Final Acceptance of the Project. Without limiting the generality of the foregoing, DBE shall maintain the Site in a "broom-clean" standard on a daily basis. In the event that the Work of the Contract Documents includes painting and/or the installation of floor covering, prior to commencement of any painting operations or the installation of any flooring covering, the area and adjoining areas of the Site where paint is to be applied or floor covering is to be installed shall be in a "broom-clean" condition. Prior to completion of the Work, DBE shall remove from the Site all rubbish, waste material, excess excavated material, tools, Construction Equipment, machinery, surplus material and any other items which are not the property of the District under the Contract Documents. As directed by the District Project Manager, the DBE shall remove temporary fencing, barricades, planking, temporary sanitary facilities, temporary utility distributions and other temporary facilities. Upon completion of the Work, the Site and all adjoining areas shall be left in a neat and broom clean condition satisfactory to District. The Project Inspector or the District Project Manager are authorized to direct the DBE's clean-up obligations hereunder. If the DBE fails to clean up as provided for in this Section 4.12, upon providing written notice to DBE and if DBE fails to clean up within one (1) business days of DBE's receipt of such notice, then the District may do so, and all reasonable,

direct costs incurred in connection therewith shall be charged to the DBE; the District may deduct such costs from any portion of the Contract Price then or thereafter due the DBE.

- 4.12.1. Street Cleaning.** DBE shall be responsible for removing from the campus streets, excavated materials and debris resulting from Work performed under the Contract.
- 4.12.2. Dust and Dirt Control.** DBE to contain dust and remove it from Site at intervals sufficient to prevent contamination outside work limits. Contractor shall use adequate watering techniques to alleviate accumulation of construction-generated dust on a daily basis, or as required. DBE shall comply with the requirements of Cal-OSHA.
- 4.12.3. Concrete Clean-Up.** All concrete/cementitious products must be controlled by the Contractor. No "Wash-up" or "Wash-out" is allowed to be placed in District drains. All concrete wash-up or clean-up shall be done under an approved controlled condition. DBE to submit Concrete Clean-up Plan to the District Project Manager within 30 days of the District's issuance of the Notice to Proceed with the Construction Services. DBE will be held accountable for all damages to drain system, including any routing or replacement thereof.
- 4.12.4. Construction Spoils Clean-Up.** All spoils must be controlled by the DBE. Remove spoils, rubbish and debris resulting from Work on a continuing basis. Maintain structures and Site in a clean and orderly condition at all times. If Site allows, containerize spoils in designated area or as directed by the District Project Manager. DBE to submit Construction Spoils Clean-Up Plan to the District Project Manager within 30 days of the District's issuance of the Notice to Proceed with the Construction Services.
- 4.13. DBE Personnel Parking.** Personnel of the DBE, Subcontractors and others performing Work at the Site will be allowed to park, with a valid permit, at the location shown in the Site Parking and Laydown Areas. Parking permit charges, if any, shall be borne and paid by the DBE without adjustment of the Contract Price. The foregoing notwithstanding, the extent or location of parking for such personnel may be modified by the District as reasonably necessary to facilitate and accommodate necessary parking for the District's activities and functions in and about the Site. Neither the Contract Price nor the Contract Time shall be adjusted as a result of any such District modifications to the extent or location of parking.
- 4.14. Contractor/Subcontractor Vehicle Signage.** Except for Contractors identified in Business & Professions Code §7029.5, the DBE and Subcontractors at the Site shall have displayed, in or on each motor vehicle used in their respective operations, for which a commercial vehicle registration fee has been paid pursuant to Article 3 (commencing with Section 9400) of Chapter 6 of Division 3 of the Vehicle Code, their respective name and California contractors' license number in a clearly visible location in print type of at least 72-point font or three-quarters of an inch in height and width.
- 4.15. Access to the Work.** So long as such parties comply with DBE's safety requirements, the DBE shall provide the DSA, the District Project Manager and the Project Inspector with access to the Work, whether in place, preparation or in progress and wherever located.
- 4.16. Information and Facilities for the Project Inspector.** The DBE shall furnish the Project Inspector access to the Work for obtaining such information as may be necessary: (i) for the Project Inspector's discharge of obligations under the Laws; and (ii) to keep the Project Inspector fully informed respecting the progress, quality and character of the Work and materials, equipment

or other items incorporated therein.

- 4.17. Patents and Royalties.** The DBE and the Surety (to the extent required by the Performance Bond) shall defend, indemnify and hold harmless the District and its agents, employees and officers from any claim, demand or legal proceeding arising out of or pertaining, in any manner, to any actual or claimed infringement of patent rights in connection with performance of the Work under the Contract Documents.
- 4.18. Site Perimeter Fencing.** The DBE shall install six (6) foot chain link fence with fabric privacy screen around the entire perimeter of the Site to prevent dust and debris being blown from the construction area into adjacent areas, including without limitation, adjacent streets and residential areas. Without adjustment of the Contract Time or the Contract Price the DBE shall maintain all fencing in good condition and clear of any graffiti or damage. The DBE shall remove or relocate such fencing as directed by the District Project Manager. If the construction fencing blocks access of faculty, staff or students from any portion of occupied campus buildings, fields, or parking lots, it will be the responsibility of the DBE to provide temporary walkways and any other necessary means of access.
- 4.19. Cutting and Patching.** The DBE shall be responsible for cutting, fitting or patching required to complete the Work or to make the component parts thereof fit together properly. The DBE shall not damage or endanger any portion of the Work, or the fully or partially completed construction of the District or separate contractors to the District by cutting, patching, excavation or other alteration. When modifying new Work or when installing Work adjacent to an existing structure/facility, the DBE shall match, as closely as conditions of the Site and materials will allow the finishes, textures and colors of the existing structure/facility and refinish elements of the existing structure/facility. The DBE shall not cut, patch or otherwise alter the construction by the District or separate DBE without the prior written consent of the District or separate DBE thereto, which consent shall not be unreasonably withheld. The DBE shall not unreasonably withhold consent to the request of the District or separate DBE to cut, patch or otherwise alter the Work. The DBE shall repair any adjacent site that was damaged, over-excavated, or destroyed by the DBE during the construction of the Project. All walkways, roadways, fire lanes, bike lanes, landscape, irrigation systems, or hardscape must be replaced to match original, made operational, and/or capped at the discretion of the District Project Manager.
- 4.20. Offsite Work in Adjacent City Streets.** DBE shall repair any offsite work within the City Right-of-Way per the requirements of the City of Irvine, including but not limited to re-striping traffic lanes, crosswalks, parking spaces on asphalt, removal and replacement of light fixtures, parking meters, signals or related equipment, and city signage such as traffic and informational destroyed or removed during construction work by the DBE.
- 4.21. Owner Furnished Contractor Installed Items.** The DBE shall be responsible for receiving, inventorying and storage of all Owner Furnished Contractor Installed (OFCI) items incorporated into the Work. The DBE shall coordinate such activities with the District through the Project Manager. The DBE is responsible to provide timely written notification to the Project Manager for delivery of all OFCI items. The DBE is responsible for off-loading, staging, storage and installation for all such OFCI items. All of the DBE's obligations hereunder shall be completed without adjustment of the Contract Time or the Contract Price.

4.22. Logistics Plan. Within ten (10) days from the date of issuance of the Notice To Proceed with the Construction Services, the DBE shall submit the Project Site Logistic Plan(s) ("Logistics Plan") to the District Project Manager for review and acceptance; the DBE shall modify its Logistics Plan as necessary to obtain the District Project Manager's acceptance of the entirety thereof. The Logistics Plan requires the same size and scale of the Drawings, setting forth DBE's plan of the Work relative to, but not limited to, the following items: (i) truck access route to and from the Site that is in accordance with Laws; (ii) identification of all overhead wire restrictions for power, street lighting, signal, and/or cable, etc.; (iii) local sidewalk access and street closure requirements, as required; (iv) protection of sidewalk pedestrians, vehicular traffic and fire lanes; (v) Site fencing and access gate locations; (vi) construction parking; (vii) material staging and/or delivery areas; (viii) material storage areas; (ix) material storage area for existing & OFCI materials; (x) temporary trailer locations; (xi) temporary service location and proposed routing of all temporary utilities; (xii) location of temporary and/or accessible fire protection equipment; (xiii) location of portable sanitary facilities; (xiv) traffic and pedestrian control signage locations; (xv) perimeter and site lighting; (xvi) Storm Water Pollution Prevention Plan – SWPPP; (xvii) stockpile and/or lay down areas; and (xviii) concrete mixer truck wash-out locations; and (xix) emergency vehicle access route.

4.22.1. Logistics Plan Access. Access requirements for the Logistics Plan shall include: (i) safe A.D.A. compliant pedestrian access and egress for campus staff and students, visitors and others, at all times during the course of construction of the Work; (ii) Construction Access; (iii) Egress; (iv) Fire & Emergency Vehicle Access to be maintained at all times; and (v) Path and travel for pedestrians.

4.22.2. Revisions to Logistics Plan. Revisions to the Logistics Plan may be required by the District Project Manager at any time during performance of the Work as reasonably determined to be necessary by the District Project Manager based on the circumstances at or about the Site, the progress of Work or other similar matters.

4.22.3. Permits/Approvals for Logistics Plan Activities. Unless specifically otherwise provided in the Contract Documents, the DBE shall secure and/or obtaining all permits, licenses and other similar approval/authorization required by the Laws pertaining to the Logistics Plan or implementation thereof.

4.23. Protection of Facilities. Prior to commencement of Work, DBE must provide the District Project Manager with a comprehensive plan for protection of existing buildings, hardscape, parking-lot asphalt, landscape, and underground structures including but not limited to underground valve covers, vent covers, manhole covers, meters, area drains, irrigation systems, piping, equipment and other similar items that are to remain in place during the course of construction. Without adjustment of the Contract Time or the Contract Price, the DBE shall repair any damage, destruction or other modification to existing facilities or improvements caused by any construction activities. All existing signage and poles within the Site are to be removed by the DBE and turned over to the District.

4.24. Temporary Facilities and Controls. The DBE shall provide the following: (i) Construction Signage: way finding, directional, safety, trailer identification; (ii) Barriers: Trenches – Fencing and plating (no tape/horses); (iii) Temporary Lighting; and (iv) Traffic Control Flag person, as required. The DBE shall not permit an unsafe condition to exist at the Site at any time

whatsoever. The DBE shall immediately rectify any unsafe condition at the Site without awaiting direction from the District; notwithstanding same, DBE shall rectify any unsafe condition at the Site immediately upon a direction from the District Project Manager to do so, all without adjustment to Contract Price or Contract Time.

- 4.25. Notifications.** DBE shall provide in writing to the District Project Manager the following notifications prior to the commencement of any of the following activities: (i) outages and ALL Utility Shut Downs or Interruptions: minimum 1 week; (ii) Street Closures: minimum 1 week; operations that may cause excessive noise: minimum 1 week; and (iv) weekend and extended hours work: minimum 3 days.
- 4.26. Project Signage.** The DBE shall furnish and install Project Signs per the specifications provided by the District Project Manager at a location on or about the Site, as directed by the District Project Manager. The DBE shall submit a proposed layout of the Project Sign within thirty (30) calendar days of the date of issuance of the Notice to Proceed for the Construction Services portion of the Work to the Project Manager for review and approval before fabrication. The Project Sign shall be 10' -0" wide by 8'-0" high of 1" exterior grade plywood supported by and bolted two 6" x 6" posts. The Project Sign shall include a rendering of the Project, the District's logo, and names as designated by the District Project Manager. The DBE shall maintain the Project Sign in clean and graffiti-free condition throughout the duration of the Work. No other DBE /Subcontractor associated signs shall be displayed at or about the Site without approval of the District Project Manager. The DBE shall relocate, remove and/or dispose of the Project Sign as directed by the District Project Manager at Substantial Completion of the Work.
- 4.27. Underground Service Alert.** DBE shall contact all relevant companies/authorities to identify any existing underground utilities prior to commencing any excavation or trenching work.
- 4.28. Standardized Forms.** Each and every document generated and/or submitted by the DBE relating to cost breakdowns, applications for payment, change order requests, requests for information, submittals, verified reports, progress reports, and all other matters relating to the administration of the Work as set forth in the General Conditions, shall be prepared by the DBE on such forms as may be directed by the Project Manager. Unless otherwise expressly provided for in the Contract Documents, all such documents shall be submitted to the Project Manager with such frequency as the District may require in its sole reasonable discretion.
- 4.29. Requests for Information.** A written request by DBE for clarification of what it perceives to be a discrepancy in the RFP Document or Project Documents (including, without limitation, information in the RFP Documents or Project Documents constituting errors, omissions, conflicts, ambiguities, lack of coordination, noncompliance with the Laws or a variance between such information and conditions at the Site or in Existing Improvements).
- 4.29.1. Time for Submittal.** Requests for Information shall be submitted to the District Project Manager no later than three (3) Days after the date DBE learns of the circumstances giving rise to the question that is the subject of the Request for Information.
- 4.29.2. Content.** Each Request for Information shall, in addition to the DBE's specific question or request, include the following: (i) a detailed description of the circumstances giving rise to the DBE's request or question, including without limitation, any related discrepancy in the Contract Documents; (ii) DBE's request for clarification, including, without limitation, any

requests for further detailing or correction of the Contract Documents; and (iii) a statement of whether DBE believes it is entitled to a Contract Adjustment by reason of the circumstances described.

4.29.3. Form. DBE shall submit Requests for Information using forms provided or approved by the District Project Manager. Requests for Information shall be submitted by or through the DBE and not directly by Subcontractors or Subconsultants.

4.29.4. Unnecessary, Multiple Requests. DBE shall carefully review, coordinate and consolidate (where appropriate to prevent piecemeal submission) Requests for Information (whether originating with DBE, General Contractor or the Subcontractors or Subconsultants) prior to submitting them in order to eliminate unnecessary and duplicative requests.

4.29.5. Responses. Responses to Requests for Information shall be furnished with reasonable promptness so as not to unreasonably delay progress of the Work, provided, however, that the timing of a response by the District Project Manager, or a District Consultant to a Request for Information shall not constitute grounds for a Contract Adjustment unless DBE has complied with the requirements of the Contract Documents relating to DBE requests for adjustment of the Contract Time or Contract Price.

4.29.6. Backcharges by District. District shall have the right to deduct from payments due to DBE sums expended by District for the services of the District Project Manager, Project Inspector and District Consultants due to a failure by DBE to comply with this Article 4.29.

4.29.7. Waiver by DBE. Failure by DBE to submit a Request for Information in accordance with this Article 4.29 under circumstances in which a Request for Information was required by this Article 4.29 shall result in DBE waiving its right to a Contract Adjustment on account of any Loss or Delay that could have been avoided if such Requests for Information had been timely submitted.

4.30. Wage Rates; Employment of Labor.

4.30.1. Prevailing Wage Rates.

4.30.1.1. Prevailing Wage Rate Schedules. Pursuant to the provisions of Division 2, Part 7, Chapter 1, Article 2 of the California Labor Code at §§1770 et seq., the District has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the prevailing rate for holiday and overtime work in the locality in which the Work is to be performed. Holidays shall be as defined in the collective bargaining agreement applicable to each particular craft, classification or type of worker employed under the Contract. Per diem wages include employer payments for health and welfare, pensions, vacation, travel time and subsistence pay as provided in California Labor Code §1773.8, apprenticeship or other training programs authorized by California Labor Code §3093, and similar purposes when the term "per diem wages" is used herein. Holiday and overtime work, when permitted by law, shall be paid for at the rate of at least one and one-half (1½) times the above specified rate of per diem wages, unless otherwise specified. The DBE shall post, at appropriate and conspicuous locations on the Site, a schedule showing all determined general prevailing wage rates.

4.30.1.2. Payment of Prevailing Wage Rates. There shall be paid each worker of the DBE and Subcontractors, of any tier, engaged in the Work, not less than the general prevailing wage rate, regardless of any contractual relationship which may be alleged to exist between the DBE or any Subcontractor, of any tier, and such worker.

4.30.1.3. Prevailing Wage Rate Violations Penalty. The DBE shall, as a penalty, forfeit not more than Two Hundred Dollars (\$200.00) to the District for each calendar day or portion thereof, for each worker paid less than the prevailing rates for such work or craft in which such worker is employed for the Work by the DBE or by any Subcontractor, of any tier, in connection with the Work. The amount of the penalty for failure to pay applicable prevailing wage rates shall be determined and assessed in accordance with the standards established pursuant to Labor Code §1775(a)(2). The amount of the penalty shall be determined based on consideration of both of the following: (i) whether the failure of the DBE or Subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the DBE or Subcontractor; and (ii) whether the DBE or Subcontractor has a prior record of failing to meet its prevailing wage obligations. The penalty may not be less than forty dollars (\$40) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the DBE or Subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the DBE or subcontractor. The penalty may not be less than eighty dollars (\$80) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the DBE or Subcontractor has been assessed penalties within the previous three years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned. The penalty may not be less than one hundred twenty dollars (\$120) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Labor Commissioner determines that the violation was willful, as defined in subdivision (c) of Section 1777.1. When the penalty amount due hereunder is collected from the DBE or Subcontractor, any outstanding wage claim under Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 against that DBE or Subcontractor shall be satisfied before applying that amount to the penalty imposed on that DBE or Subcontractor hereunder. The difference between prevailing wage rates and the amount paid to each worker each calendar day, or portion thereof, for which each worker paid less than the prevailing wage rate, shall be paid to each worker by the DBE.

4.30.1.4. Prevailing Wage Rate Monitoring and Enforcement. During the Work and pursuant to Labor Code §1771.4(a)(4), the Department of Industrial Relations shall monitor and enforce the obligation of the DBE and Subcontractors of every tier to pay laborers performing any portion of the Work the Prevailing Wage Rate established for the classification of work/labor performed.

4.30.2. Payroll Records.

4.30.2.1. Certified Payroll Records. Pursuant to California Labor Code §1776, the DBE and each Subcontractor, of any tier, shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each person employed for the Work.

4.30.2.2. Certified Payroll Records Submittal to Labor Commissioner. The DBE and all Subcontractors shall prepare and submit Certified Payroll Records to the Labor Commissioner in compliance with requirements established in Labor Code §1771.4. The form and content of Certified Payroll Records shall be as established by the Labor Commissioner and the frequency of Certified Payroll Records submittal to the Labor Commissioner shall be pursuant to Labor Code §1771.4.

4.30.2.3. Inspection and Copies of Certified Payroll Records. The payroll records shall be certified and available for inspection at all reasonable hours at the principal office of the DBE on the following basis: (i) a certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his/her authorized representative on request; (ii) a certified copy of all payroll records shall be made available for inspection or furnished upon request to the District, the Division of Labor Standards Enforcement ("DLSE") and the Division of Apprenticeship Standards of the Department of Industrial Relations ("Apprenticeship Council"); (iii) a certified copy of payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the District, DLSE and the Apprenticeship Council. If the requested payroll records have not been provided, the requesting party shall, prior to being provided the records, reimburse the cost of preparation by the DBE, Subcontractors and the entity through which the request was made; the public shall not be given access to such records at the principal office of the DBE; (iv) the DBE shall file a certified copy of the payroll records with the entity that requested such records within ten (10) days after receipt of a written request; (v) any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the District, the Apprenticeship Council or DLSE shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the DBE or any Subcontractor, of any tier, performing a part of the Work shall not be marked or obliterated. The DBE shall inform the District of the location of payroll records, including the street address, city and county and shall, within five (5) working days, provide a notice of a change or location and address. In the event of noncompliance with the foregoing requirements, the DBE shall have ten (10) days in which to comply, subsequent to receipt of written notice specifying in what respects the DBE must comply herewith. Should noncompliance still be evident after such ten (10) day period, the DBE shall, as a penalty to the District, forfeit One

Hundred Dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Apprenticeship Council or DLSE, such penalties shall be withheld from any portion of the Contract Price then or thereafter due the DBE. The DBE is solely responsible for compliance with the foregoing provisions.

4.30.3. Hours of Work.

4.30.3.1. Limits on Hours of Work. Pursuant to California Labor Code §1810, eight (8) hours of labor shall constitute a legal day's work. Pursuant to California Labor Code §1811, the time of service of any worker employed at any time by the DBE or by a Subcontractor, of any tier, upon the Work or upon any part of the Work, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as hereafter provided. Notwithstanding the foregoing provisions, Work performed by employees of DBE or any Subcontractor, of any tier, in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay.

4.30.3.2. Penalty for Excess Hours. The DBE shall pay to the District a penalty of Twenty- five Dollars (\$25.00) for each worker employed on the Work by the DBE or any Subcontractor, of any tier, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week, in violation of the provisions of the California Labor Code, unless compensation to the worker so employed by the DBE is not less than one and one-half (1½) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

4.30.3.3. Contractor Responsibility. Any Work performed by workers necessary to be performed after regular working hours or on Saturdays, Sundays or other holidays shall be performed without adjustment to the Contract Price or any other additional expense to the District. The DBE shall be responsible for costs incurred by the District which arise out of Work performed by the DBE at times other than regular working hours and regular working days. Upon determination of such costs, the District may deduct such costs from the Contract Price then or thereafter due the DBE.

4.30.4. Apprentices.

4.30.4.1. Employment of Apprentices. Any apprentices employed to perform any of the Work shall be paid the standard wage paid to apprentices under the regulations of the craft or trade for which such apprentice is employed, and such individual shall be employed only for the work of the craft or trade to which such individual is registered. Only apprentices, as defined in California Labor Code §3077 who are in training under apprenticeship standards and written apprenticeship agreements under California Labor Code §§3070 et seq. are eligible to be employed for the Work. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which such apprentice is training.

4.30.4.2. Apprenticeship Certificate. When the DBE or any Subcontractor, of any tier, in performing any of the Work employs workers in any Apprenticeable Craft or Trade, the DBE and such Subcontractor shall apply to the Joint Apprenticeship Committee administering the apprenticeship standards of the craft or trade in the area of the site of the Work for a certificate approving the DBE or such Subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected, provided, however, that the approval as established by the Joint Apprenticeship Committee or Committees shall be subject to the approval of the Administrator of Apprenticeship. The Joint Apprenticeship Committee or Committees, subsequent to approving the DBE or Subcontractor, shall arrange for the dispatch of apprentices to the DBE or such Subcontractor in order to comply with California Labor Code §1777.5. Prior to the commencement of the Work, the DBE and Subcontractors shall submit contract award information (on Form DAS-140) to the applicable Joint Apprenticeship Committee which shall include an estimate of journeyman hours to be performed under the Contract, the number of apprentices to be employed, and the approximate dates the apprentices will be employed. Concurrently with submission of contract information on Form DAS-140 to the Apprenticeship Council, the DBE shall deliver a copy of its completed DAS-140 to the District and the Construction Manager. There shall be an affirmative duty upon the Joint Apprenticeship Committee or Committees, administering the apprenticeship standards of the crafts or trades in the area of the site of the Work, to ensure equal employment and affirmative action and apprenticeship for women and minorities. DBEs or Subcontractors shall not be required to submit individual applications for approval to local Joint Apprenticeship Committees provided they are already covered by the local apprenticeship standards.

4.30.4.3. Ratio of Apprentices to Journeymen. The ratio of Work performed by apprentices to journeymen, who shall be employed in the Work, may be the ratio stipulated in the apprenticeship standards under which the Joint Apprenticeship Committee operates, but in no case shall the ratio be less than one hour of apprentice work for each five hours of labor performed by a journeyman, except as otherwise provided in California Labor Code §1777.5. The minimum ratio for the land surveyor classification shall not be less than one apprentice for each five journeymen. Any ratio shall apply during any day or portion of a day when any journeyman, or the higher standard stipulated by the Joint Apprenticeship Committee, is employed at the site of the Work and shall be computed on the basis of the hours worked during the day by journeymen so employed, except for the land surveyor classification. The DBE shall employ apprentices for the number of hours computed as above before the completion of the Work. The DBE shall, however, endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the site of the Work. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Division of Apprenticeship Standards, upon application of a Joint Apprenticeship Committee, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification. The DBE or any Subcontractor covered

by this Article and California Labor Code §1777.5, upon the issuance of the approval certificate, or if it has been previously approved in such craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the apprenticeship standards. Upon proper showing by the DBE that it employs apprentices in such craft or trade in the State of California on all of its contracts on an annual average of not less than one apprentice to each five journeymen, the Division of Apprenticeship Standards may grant a certificate exempting the DBE from the 1-to-5 ratio as set forth in this Article and California Labor Code §1777.5. This Article shall not apply to contracts of general contractors, or to contracts of specialty contractors not bidding for work through a general or prime contractor, involving less than Thirty Thousand Dollars (\$30,000.00) or twenty (20) working days. The term "Apprenticeable Craft or Trade," as used herein shall mean a craft or trade determined as an Apprenticeable occupation in accordance with rules and regulations prescribed by the Apprenticeship Council.

4.30.4.3.1. Exemption From Ratios. The Joint Apprenticeship Committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the DBE from the 1-to-5 ratio set forth in this Article when it finds that any one of the following conditions are met: (i) unemployment for the previous three-month period in such area exceeds an average of fifteen percent (15%) or; (ii) the number of apprentices in training in such area exceeds a ratio of 1-to-5 in relation to journeymen, or; the Apprenticeable Craft or Trade is replacing at least one-thirtieth (1/30) of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis, or; (iv) if assignment of an apprentice to any Work performed under the Contract Documents would create a condition which would jeopardize such apprentice's life or the life, safety or property of fellow employees or the public at large, or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman. When such exemptions from the 1-to-5 ratio between apprentices and journeymen are granted to an organization which represents contractors in a specific trade on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local Joint Apprenticeship Committees, provided they are already covered by the local apprenticeship standards.

4.30.4.4. Contributions to Trust Funds. The DBE or any Subcontractor, of any tier, who, performs any of the Work by employment of journeymen or apprentices in any Apprenticeable Craft or Trade and who is not contributing to a fund or funds to administer and conduct the apprenticeship program in any such craft or trade in the area of the site of the Work, to which fund or funds other contractors in the area of the site of the Work are contributing, shall contribute to the fund or funds in each craft or trade in which it employs journeymen or apprentices in the same amount or upon the same basis and in the same manner as the other contractors do, but where the trust fund administrators are unable to accept such funds, contractors not signatory to the trust agreement shall, using California Apprenticeship Council

Training Fund Contributions Form CAC-2, pay a like amount to the California Apprenticeship Council. The Division of Labor Standards Enforcement is authorized to enforce the payment of such contributions to such fund(s) as set forth in California Labor Code §227. Such contributions shall not result in an increase in the Contract Price.

4.30.4.5. Contractor's Compliance. The responsibility of compliance with this Article for all Apprenticeable Trades or Crafts is solely and exclusively that of the DBE. All decisions of the Joint Apprenticeship Committee(s) under this Article are subject to the provisions of California Labor Code §3081. If the DBE willfully fails to comply with the provisions of this Article and California Labor Code §1777.5, pursuant to California Labor Code §1777.7, the DBE shall: (i) be denied the right to bid on any public works contract for a period of one (1) year from the date the determination of non-compliance is made by the Administrator of Apprenticeship; and (ii) forfeit, as a civil penalty, Fifty Dollars (\$50.00) for each calendar day of noncompliance. Notwithstanding the provisions of California Labor Code §1727, upon receipt of such determination, the District shall withhold such amount from the Contract Price then due or to become due. Any such determination shall be issued after a full investigation, a fair and impartial hearing, and reasonable notice thereof in accordance with reasonable rules and procedures prescribed by the California Apprenticeship Council. Any funds withheld by the District pursuant to this Article shall be deposited in the General Fund or other similar fund of the District. The interpretation and enforcement of California Labor Code §§1777.5 and 1777.7 shall be in accordance with the rules and procedures of the California Apprenticeship Council.

4.30.5. Employment of Independent Contractors. Pursuant to California Labor Code §1021.5, DBE shall not willingly and knowingly enter into any agreement with any person, as an independent contractor, to provide any services in connection with the Work where the services provided or to be provided requires that such person hold a valid contractors' license issued pursuant to California Business and Professions Code §§7000 et seq. and such person does not meet the burden of proof of his/her independent contractor status pursuant to California Labor Code §2750.5. If the DBE employs any person in violation of the foregoing, DBE shall be subject to the civil penalties under California Labor Code §1021.5 and any other penalty provided by law. In addition to the penalties provided under California Labor Code §1021.5, DBE's violation of this Article 4.30.5 or the provisions of California Labor Code §1021.5 shall be deemed an event of DBE's default under Article 15.1 of these General Conditions. The DBE shall require any Subcontractor or Sub-Subcontractor performing or providing any portion of the Work to adhere to and comply with the foregoing provisions.

4.31. Assignment of Antitrust Claims. Pursuant to Government Code §4551, the DBE and Subcontractors offer and agree to assign to the District all rights, title and interest in and to all causes of action they may have under Section 4 of the Clayton Act, (15 U.S.C. §15) or under the Cartwright Act (Business and Professions Code §§16700 et seq.), arising from purchases of goods, services or materials hereunder or any Subcontract. This assignment shall be made and become effective at the time the District tenders Final Payment to the DBE, without further

acknowledgment by the parties. If the District receives, either through judgment or settlement, a monetary recovery in connection with a cause of action assigned under Government Code §§4550 et seq., the assignor thereof shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the District any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the District as part of the Contract Price, less the expenses incurred by the District in obtaining that portion of the recovery. Upon demand in writing by the assignor, the District shall, within one year from such demand, reassign the cause of action assigned pursuant to this Article if the assignor has been or may have been injured by the violation of law for which the cause of action arose: and (i) the District has not been injured thereby; or (ii) the District declines to file a court action for the cause of action.

4.32. DSA Construction Oversight. All of the Work is subject to DSA Construction Oversight processes and procedures; a material obligation of the DBE hereunder is the DBE's compliance with the processes and procedures established by DSA for the Work. As applicable, the foregoing shall include without limitation, the processes and procedures established under DSA PR 13-01 in effect at the time of performing the Work hereunder. The foregoing shall include:

4.32.1. DSA Approved Documents. The DBE shall carefully study the DSA approved documents and shall plan a schedule of operations well ahead of time.

4.32.2. Correction of Non-Conforming Work. If at any time it is discovered that Work is not in accordance with the DSA approved construction documents, the DBE shall correct the Work immediately.

4.32.3. Verification of DSA 152 Forms. The DBE shall verify that DSA 152 forms were issued for prior to the commencement of construction.

4.32.4. Test/Inspection Communications. The DBE shall meet with the District Project Manager and the Laboratory of Record retained by the District for special tests/inspections and the Project Inspector to mutually communicate and understand the testing and inspection program, and the methods of communication appropriate for the Work.

4.32.5. DSA Form 156 Notifications to Project Inspector. The DBE shall notify the Project Inspector, in writing, of the commencement of construction of each and every aspect of the Work at least 48 hours in advance by submitting Commencement/Completion of Work Notification (form DSA 156), or other agreed upon written documents, to the Project Inspector. The DBE shall notify the Project Inspector of the completion of construction of each and every aspect of the Work by submitting form DSA 156 (or other agreed upon written documents) to the Project Inspector.

4.32.6. Limitations on DBE Work. Until the Project Inspector has signed off applicable blocks and sections of the form DSA 152, the DBE may be prohibited from proceeding with subsequent construction activities that cover up the unapproved Work. Any subsequent construction activities, that cover up the unapproved Work, will be subject to a "Stop Work Order" from DSA or the District, and are subject to removal and remediation if found to be in non-compliance with the DSA approved construction documents.

4.32.7. Final Verified Report. The DBE shall submit the final DBE Verified Report (form DSA 6-C) to DSA and the Project Inspector. The DSA 6-C reports are required to be submitted by the

DBE upon occurrence of any of the following events: (i) Substantial Completion (DSA considers the Work to be complete when the construction is sufficiently complete in accordance with the DSA approved construction documents so that the owner can occupy or utilize the Work); (ii) Work is suspended for a period of more than one (1) month; (iii) services of the DBE are terminated for any reason prior to the completion of the Work; or

4.33. DSA Verified Reports

4.33.1. Contractor Actions. The DBE acknowledges and agrees that a material obligation of the DBE under the Contract Documents is the completion by the DBE of all actions and activities which by the Contract Documents or by the Laws are the responsibility of the DBE relating to DSA reporting requirements pursuant to Education Code §81141 (including amendments thereto) and issuance of DSA's Certificate of Compliance for the Project pursuant to Education Code §81147 (including amendments thereto) upon completion of the Work. The foregoing shall include without limitation, the timely preparation, completion and filing of Verified Reports during Project construction and the filing of the Final Verified Report with DSA within thirty (30) days of the determination of Final Completion. The DBE shall provide the District Project Inspector, with copies of all Verified Reports completed by the DBE and submitted to DSA; such copies shall be provided to the District Project Manager concurrently with the DBE's submission thereof to DSA.

4.33.2. District Withholdings From Final Payment. Notwithstanding any provision of the Contract Documents to the contrary, the completion and filing of the Final Verified Report with DSA by the DBE and AOR is an express condition precedent to the District's disbursement of the Final Payment. If the DBE or AOR fail to prepare and file the Final Verified Report with DSA within fifty (50) days of the determination of Final Completion, the District may in the sole and exclusive discretion of the District retain and withhold ten percent (10%) of the Final Payment from disbursement to the DBE as damages for the failure of the DBE to have timely and completely discharged its obligations hereunder. The DBE acknowledges and agrees that the foregoing withholdings by the District is a reasonable estimate of the damages and other losses the District will sustain due to the failure of the DBE to have timely and fully discharged its obligations hereunder.

4.34. Recycled Content Certification. Upon completion of the Work, the DBE shall complete and submit the form of Recycled Content Certification. In addition to other requirements for the District's disbursement of the Final Payment, the DBE's submittal of the completed/executed form of Recycled Content Certification is a condition precedent to the District's obligation to disburse the Final Payment.

4.35. Access and Traffic Control. The Contractor shall provide vehicular and pedestrian traffic control as required, including flag persons, signage and appropriate barricades, to facilitate on-campus safety at all times. Roadways, sidewalks, and other pedestrian/vehicular access areas shall remain clear and unobstructed at all times. Limited disruption of roadways, sidewalks, and other pedestrian/vehicular access areas will only be allowed only with 48-hour prior written notification to the District and District consent thereto, which may be granted, conditioned or rejected in the sole reasonable discretion of the District.

5. SUBCONTRACTORS

5.1. Subcontracts. Any Work performed for the DBE by a Subcontractor shall be pursuant to a written agreement between the DBE and such Subcontractor which specifically incorporates by reference the Contract Documents and which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents, including without limitation, the policies of insurance required under Article 6 of these General Conditions and the termination provisions of Article 14 of the General Conditions, and obligates the Subcontractor to assume toward the DBE all the obligations and responsibilities of the DBE which by the Contract Documents the DBE assumes toward the District, the District Project Manager, the Project Inspector, and DSA. The foregoing notwithstanding, no contractual relationship shall exist, or be deemed to exist, between any Subcontractor and the District, unless the Contract is terminated and District, in writing, elects to assume the Subcontract. Each Subcontract for a portion of the Work shall provide that such Subcontract may be assigned to the District if the Contract is terminated by the District pursuant to Article 14.1 of the General Conditions hereof, subject to the prior rights of the Surety obligated under a bond relating to the Contract. The DBE shall provide to the District copies of all executed Subcontracts and Purchase Orders to which DBE is a party within thirty (30) days after DBE's execution of the Agreement. During performance of the Work, the DBE shall, from time to time, as and when requested by the District Project Manager provide the District with copies of any and all Purchase Orders (redacted to remove pricing and other confidential information) relating to the Work and all modifications thereto. The DBE's failure or refusal, for any reason, to provide copies of such Subcontracts or Purchase Orders in accordance with the two preceding sentences is DBE's default of a material term of the Contract Documents.

5.2. Subcontractor DIR Contractor Registration.

5.2.1. No Subcontractor Performance of Work Without DIR Registration. No portion of the Work is permitted to be performed by a Subcontractor unless the Subcontractor is a DIR Registered Contractor. The foregoing DIR Contractor registration requirement is applicable for all Subcontractors, including without limitation, lower tier Subcontractors and Subcontractors who are not identified in the DBE's Subcontractors List.

5.2.2. DBE Obligation to Verify Subcontractor DIR Registration Status. An affirmative and ongoing obligation of the DBE under the Contract Documents is the DBE's verification that all Subcontractors are at all times during performance of the Work in full and strict compliance with DIR contractor registration requirements. The DBE shall not permit or allow any Subcontractor to perform any Work without the DBE's verification that the Subcontractor is in full and strict compliance with DIR contractor registration requirements.

5.2.3. DBE Obligation to Request Substitution of Listed Subcontractor Who Is Not DIR Registered Contractor. If any Subcontractor identified in the DBE's Subcontractors List submitted with the DBE's proposal for the Work is not a DIR registered contractor at the time of opening of proposals for the Work or if a Subcontractor's DIR contractor registration lapses prior to or during a Subcontractor's performance of Work, the DBE shall request the District's consent to substitute the Subcontractor who is not a DIR registered contractor pursuant to Labor Code §1771.1(c)(3) and/or Labor Code §1771.1(d).

5.3. Substitution of Listed Subcontractor.

5.3.1. Substitution Process. Any request of the DBE to substitute a listed Subcontractor will be considered only if such request is in strict conformity with this Article 5.3 and California Public Contract Code §4107. All costs incurred by the District, including without limitation, costs of the Project Inspector, the Consulting District Project Manager or attorneys' fees in the review and evaluation of a request to substitute a listed Subcontractor shall be borne by the DBE; such costs may be deducted by the District from the Contract Price then or thereafter due the DBE.

5.3.2. Responsibilities of DBE Upon Substitution of Subcontractor. The District's consent to the DBE's substitution of a listed Subcontractor shall not relieve DBE from its obligation to complete the Work within the Contract Time and for the Contract Price. The substitution of a listed Subcontractor shall not, under any circumstance, result in, or give rise to any to any increase of the Contract Price or the Contract Time on account of such substitution. In the event of the District's consent to the substitution of a listed Subcontractor, the District Project Manager shall determine the extent to which, if any, revised or additional Submittals will be required of the newly substituted Subcontractor. In the event that the District Project Manager determines that revised or additional Submittals are required of the newly substituted Subcontractor, the District Project Manager shall promptly notify the DBE, in writing, of such requirement. In such event, revised or additional Submittals shall be submitted to AOR not later than thirty (30) days following the date of the District Project Manager's written notice to the DBE pursuant to the foregoing sentence; provided that if in the reasonable and good faith judgment of the District Project Manager, the progress of the Work or completion of the Work requires submission of additional or revised Submittals by the newly substituted Subcontractor in less than thirty (30) days, the District Project Manager shall so state in its written notice to the DBE. Any revised or additional Submittals required pursuant to this Article 5.3.2 shall conform with the requirements of Article 4.7 of these General Conditions. DBE shall reimburse the District for all fees and costs, including without limitation costs of the District Project Manager and/or any District Consultant and DSA fees, incurred or associated with the processing, review and evaluation of any revised or additional Submittals required pursuant to this Article 5.3.2; the District may deduct such fees and costs from any portion of the Contract Price then or thereafter due the DBE. In the event that additional or revised Submittals are required pursuant to this Article 5.3.2, such requirement shall not result in an increase to the Contract Time or the Contract Price.

5.4. Subcontractors' Work. Whenever the Work of a Subcontractor is dependent upon the Work of the DBE or another Subcontractor, the DBE shall require the Subcontractor to: (i) coordinate its Work with the dependent Work; (ii) provide necessary dependent data and requirements; (iii) supply and/or install items to be built into the dependent Work of others; (iv) make appropriate provisions for dependent Work of others; (v) carefully examine and understand the portions of the Contract Documents (including Drawings, Specifications and Field Clarifications) and Submittals relating to the dependent Work; and (vi) examine the existing dependent Work and verify that the dependent Work is in proper condition for the Subcontractor's Work. If the dependent Work is not in a proper condition, the Subcontractor shall notify the DBE in writing and not proceed with the Subcontractor's Work until the dependent Work has been corrected or replaced and is in a proper condition for the Subcontractor's Work.

6. INSURANCE; INDEMNITY; BONDS

- 6.1. Workers' Compensation Insurance; Employer's Liability Insurance.** At all times during the Work, the DBE, AOR, AOR Design Consultants, and Subcontractors shall maintain Workers' Compensation insurance in the statutory limits of the workers' compensation laws of the State of California, including Coverage B – Employers' Liability, in an amount not less than that specified herein, for "off-site" project-related operations and for Work of the Project after Final Acceptance.
- 6.2. General Liability Insurance.** The DBE shall provide and shall require each Subcontractor and Sub-Subcontractor to provide General Liability Insurance (including products liability for any product manufactured, assembled or otherwise worked upon away from the Site) in a form providing coverage not less than that of a Standard General Liability Insurance policy (occurrence form) for all operations of the party required to furnish same, including hazards of operations (including explosion, collapse and underground coverage), elevators, independent contractors, employees as additional insureds, products and completed operations (for ten (10) years after Final Acceptance of the Work), with contractual liability coverage (for contracts related to the Work), personal injury liability and excess Employers' Liability, for personal injury, bodily and property damage arising out of the Work.
- 6.3. Automobile Liability Insurance.** The DBE shall provide and shall require each Subcontractor and Sub-Subcontractor to provide Automobile Liability Insurance covering bodily injury and property damage for all owned, non-owned and hired automobiles, trucks, trailers of the DBE, Subcontractors and Sub-Subcontractors.
- 6.4. Builder's Risk "All-Risk" Insurance.** The DBE, during the progress of the Work and until Final Acceptance of all Work by the District, shall maintain Builder's Risk "All-Risk" Completed Value Insurance Coverage on all insurable Work included under the Contract Documents which coverage is to provide extended coverage and insurance against vandalism and malicious mischief, perils of fire, sprinkler leakage, civil authority, sonic boom, collapse and flood upon the entire Work which is the subject of the Contract Documents, and including completed Work and Work in progress to the full insurable value thereof. DBE's Builders Risk Insurance shall include coverage and insurance against the perils of earthquake if so indicated in the Agreement. Such insurance shall include the District as an additional named insured, and any other person with an insurable interest designated by the District as an additional named insured. The risk of damage to the Work due to the perils covered by the Builder's Risk "All Risk" Insurance, as well as any other hazard which might result in damage to the Work, is that of the DBE and the Surety, and no claims for such loss or damage shall be recognized by the District, nor will such loss or damage excuse the complete and satisfactory performance of the Contract by the DBE.
- 6.5. Professional Liability Insurance.** The DBE or AOR shall obtain and maintain, at their sole cost and expense without adjustment of the Contract Price, Professional Liability insurance covering the AOR's services which shall include prior acts coverage so that all such services provided pursuant to the Contract Documents are covered.
- 6.6. Contractors' Pollution Liability.** The DBE shall provide Contractors' Pollution Liability Insurance covering environmental liabilities including, without limitation, those resulting from

construction and remediation operations, whether performed by the contractor or subcontractors and claims alleging improper supervision of subcontractors. If the Work of the DBE's Subcontractors involves the Storm Water Pollution Prevention Plan (SWPPP), removal of asbestos, the removal/replacement of underground tanks or the removal of toxic chemicals and substances, the DBE Subcontractor(s), as applicable, are required to obtain Contractor's Pollution Liability insurance covering the risk of exposure to asbestos, lead and/or toxic/hazardous materials encountered during construction of the Project.

- 6.7. Coverage Limits.** The insurance required of the DBE, AOR, AOR Consultants and Subcontractors shall be written for not less than the minimum coverage limits, or required by law, whichever is greater. In the event of any loss or damage covered by a policy of insurance required to be obtained and maintained by the DBE hereunder, the DBE shall be solely and exclusively responsible for the payment of the deductible, if any, under such policy of insurance, without adjustment to the Contract Price on account thereof.
- 6.8. Required Qualifications of Insurers.** Policies will be accepted by the District only if the insurer(s) are: (a) A.M. Best rated A- or better; (b) A.M. Best Financial Size Category VII or higher; and (c) authorized under California law to transact business in the State of California and authorized to issue insurance policies in the State of California. If at any time during performance of the Work, the insurer(s) issuing a policy of insurance covering Commercial General Liability or Property/Casualty is/are not A.M. Best rated A- or better and is/are not A.M. Best Financial Size Category VII or higher, the DBE or Subcontractor, as applicable shall within thirty (30) days of the District's written notice of the insufficiency of an insurer to the DBE, obtain insurance coverage(s) from alternative insurer(s) who is/are then A.M. Best rated A- or better and who is/are A.M. Best Financial Size Category VII or higher. If the DBE fails to deliver Certificate(s) of Insurance from an alternative insurer(s) meeting or exceeding the A.M. Best rating and A.M. Best Financial Size Category set forth above, within thirty (30) days of the date of the District's issuance of a written notice pursuant to the preceding sentence, in addition to any other right or remedy of the District under the Contract Documents or arising by operation of law, the District may withhold disbursement of any Progress Payment otherwise due hereunder until the DBE has delivered such Certificate(s) of Insurance from an alternative insurer(s).
- 6.9. Subcontractors' Insurance.** DBE shall require that every Subcontractor, to obtain and maintain the policies of with the minimum coverage limits set forth in the Agreement. The policies of insurance to be obtained and maintained by Subcontractors hereunder are in addition to, and not in lieu of, DBE obtaining and maintaining such policies of insurance. Each of the policies of insurance obtained and maintained by a Subcontractor hereunder shall conform to the requirements of this Article 6. Upon request of the District, DBE shall promptly deliver to the District Certificates of Insurance evidencing that the Subcontractors have obtained and maintained policies of insurance in conformity with the requirements of this Article 6. Failure or refusal of the DBE to provide the District with Subcontractors' Certificates of Insurance evidencing the insurance coverages required hereunder is a material default of DBE hereunder.
- 6.10. Certificates of Insurance.** Concurrently with delivery of the executed Agreement, DBE shall deliver to the District Certificates of Insurance evidencing the DBE's and Subcontractors' Insurance coverage required by this Article 6. Failure or refusal of the DBE to so deliver

Certificates of Insurance may be deemed by the District to be a default of a material obligation of the DBE under the Contract Documents, and thereupon the District may proceed to exercise any right or remedy provided under the Contract Documents or the Laws. Under no circumstances shall DBE commence Work at the Site without having submitted to the District Certificates of Insurance for all Insurance to be provided by the DBE. DBE's failure to timely provide the District with all required Certificates of Insurance for Insurance coverages shall not result in any adjustment of the Contract Price or Contract Time. The insurance policies required of DBE hereunder shall also name the District as an additional insured as its interests may appear. The additional Insured acknowledgement shall be submitted as a separate declaration from the DBE's insurance provider (ACCORD form modifications are not acceptable).

- 6.11. Insurance Certificate Holder/Additional Insured.** The Certificates of Insurance of the DBE, Subcontractors and Sub-Subcontractors shall: (i) identify the Site in the "Description of Operations/Locations/Vehicles/Special Items" section; (ii) identify the District as the Certificate Holder; and (iii) identify the District as the Additional Insured.
- 6.12. Cancellation/Expiration of Insurance.** The Certificates of Insurance and the insurance policies required by this Article 6 shall contain a provision that the coverage afforded under such policies will not be canceled or allowed to expire without at least sixty (60) days' prior written notice to the District. Should any Insurance coverage be canceled and the DBE fails to immediately procure replacement insurance as required, the District reserves the right to procure such insurance and to deduct the premium cost thereof and other costs incurred by the District in connection therewith from the Contract Price then or thereafter due the DBE under the Contract Documents.
- 6.13. Proof of Insurance Coverages.** Upon the District's request, the DBE shall furnish satisfactory proof of coverage for each type of Insurance required by the Contract Documents, including copies of the insurance policies or renewals or replacements in form and content acceptable to the District. Failure or refusal of the DBE to comply with the District's request may be deemed to be a default of a material obligation of the DBE under the Contract Documents.
- 6.14. Maintenance of Insurance.** Any insurance bearing on the adequacy of performance of Work shall be maintained after the District's Final Acceptance of all of the Work for the full one-year correction of Work period and any longer specific guarantee or warranty periods set forth in the Contract Documents. Should such insurance be canceled before the end of any such periods and the DBE fails to immediately procure replacement insurance as specified, the District reserves the right to procure such insurance and to charge the cost thereof to the DBE. Nothing contained in these insurance requirements is to be construed as limiting the extent of the DBE's responsibility for payment of damages resulting from its operations or performance of the Work under the Contract Documents, including without limitation the DBE's obligation to pay Liquidated Damages. In no instance will the District's exercise of its option to occupy and use completed portions of the Work relieve the DBE of its obligation to maintain insurance required under this Article until the date of Final Acceptance of the Work by the District, or such time thereafter as required by the Contract Documents. The insurer providing any insurance coverage required hereunder shall be to the reasonable satisfaction of the District.
- 6.15. No Work at Site Without Insurance.** Under no circumstances shall the DBE, Subcontractor or Sub-Subcontractor commence Work at the Site without having all insurance issued and in effect

in accordance with the provisions of this Article 6. Under no circumstances shall any failure or refusal in this regard result in any adjustment of the Contract Price or Contract Time.

6.16. DBE's Insurance Primary. All insurance and the coverages thereunder required to be obtained and maintained by DBE hereunder, if overlapping with any policy of insurance maintained by the District, shall be deemed to be primary and non-contributing with any policy maintained by the District and any policy or coverage thereunder maintained by District shall be deemed excess insurance. To the extent that the District maintains a policy of insurance covering property damage arising out of the perils of fire or other casualty covered by the DBE's Builder's Risk Insurance or the Comprehensive General Liability Insurance of the DBE or any Subcontractor, the District, DBE and all Subcontractors waive rights of subrogation against the others. The costs for obtaining and maintaining the insurance coverages required herein shall be included in the Contract Price.

6.17. Additional Insurance. Pursuant to Government Code §4420(b)(5), nothing contained in the Contract Documents or otherwise shall prohibit the DBE, its Subcontractor or any Sub-Subcontractor or any other entity providing or performing Work from purchasing any additional insurance coverage which he, she or it believes is necessary to protect such person or entity from any liability arising under the Contract Documents, for the Project or the Work. Any such additional insurance procured by such person or entity shall be at the procuring party's sole expense.

6.18. Waivers of Subrogation. DBE hereby waives, and shall require all Subcontractors and Sub-Subcontractors to waive, all rights against the District, its Board of Trustees, officers, agents, employees, representatives, Project Inspector and their respective agents, officers, employees and representatives, for recovery of damages to the extent those damages are covered by policies of insurance obtained pursuant to this Article 6.

6.19. Indemnity.

6.19.1. DBE Indemnity. To the fullest extent permitted by law, the DBE shall defend, indemnify, and hold harmless the District, its Board of Trustees, officers, agents, employees, representatives, and volunteers (collectively "Indemnified Parties") from any and all third-party: claims, demands, causes of action, costs, expenses, liabilities, losses, in law or equity, property damage, personal injury, damages or injuries of any kind, including wrongful death ("Losses"), to the extent arising out of any alleged acts, errors or omissions, negligence, recklessness or willful conduct of DBE, its officials, officers, agents, employees, representatives, subcontractors, or volunteers, in connection with the performance of the DBE's Services under this Agreement or obligations hereunder, including without limitation the payment of all reasonable expert witness fees, reasonable attorney's fees, and other direct costs and expenses. If the DBE's services include sale or delivery of any tangible product or intangible item which is covered by any patent, copyright, or application thereof, DBE shall defend, indemnify, and hold harmless the Indemnified Parties from any and all third party: losses, costs or reasonable expenses resulting from claims, suits or judgments rendered for violation of rights under such patents, copyright, or application. The DBE's obligations hereunder are binding upon DBE's Performance Bond Surety and these obligations shall survive notwithstanding DBE's completion of the Work or the termination of the Contract. Notwithstanding the foregoing, nothing herein shall

require DBE to indemnify, hold harmless or defend a District Indemnified Party for Losses to the extent such Losses resulted from the negligence, gross negligence or willful conduct of any DBE Indemnified Party.

- 6.19.1.1.** Each Party's obligation to indemnify the other Party shall not be restricted or limited by availability of insurance coverages or coverage limits under any policy of insurance.
 - 6.19.1.2.** DBE's insurance obligations under this agreement are in addition to DBE's performance bond surety. Both insurance and performance bond surety obligations.
 - 6.19.1.3.** The Parties understand and agree that this shall be the sole indemnity, as defined by California Civil Code § 2772, governing this Agreement. Any other indemnity that may be attached to this Agreement as an Exhibit shall be void and unenforceable between the Parties.
 - 6.19.1.4.** Neither termination of this Agreement nor completion of the DBE's obligations under this Agreement shall release either Party from its obligations to defend, indemnify and hold harmless the other Party until such obligations are barred by the applicable statute of limitations.
- 6.19.2. District Indemnity.** District shall indemnify, defend and hold harmless DBE and its present and future parents, subsidiaries and affiliates and their directors, officers, shareholders, employees, agents and representatives (the "DBE Indemnified Parties") from and against all Losses to the extent arising out of any alleged acts, errors or omissions, negligence, recklessness or willful conduct of District, its officials, officers, agents, employees, representatives, subcontractors, or volunteers, including without limitation the payment of all reasonable expert witness fees, reasonable attorney's fees, and other direct costs and expenses. Notwithstanding the foregoing, nothing herein shall require District to indemnify, hold harmless or defend a DBE Indemnified Party for Losses to the extent such Losses resulted from the negligence, gross negligence or willful conduct of any DBE Indemnified Party.
- 6.19.3. Defense Obligations.** An indemnifying party shall be entitled, in its sole discretion, to assume and control the defense of any third-party claim, action, suit or proceeding at its expense with counsel of its selection; provided it gives reasonably prompt notice of its intention to do so to the indemnified party and such counsel is reasonably acceptable to the indemnified party, in the exercise of its reasonable judgment. Unless and until an indemnifying party acknowledges in writing its obligation to indemnify the indemnified party and assumes control of the defense of such claim, suit, action or proceeding in accordance with this Section 6.19, the indemnified party shall have the right, but not the obligation, to contest, defend and litigate, with counsel of its own selection, any such claim, action, suit or proceeding by any third party alleged or asserted against the indemnified party in respect of, resulting from, related to or arising out of any matter for which it is entitled to be indemnified hereunder, and the reasonable costs thereof shall be subject to the indemnification obligations of the indemnifying party hereunder. The DBE's obligations hereunder are binding upon DBE's Performance Bond Surety and these

obligations shall survive notwithstanding DBE's completion of the Work or the termination of the Contract.

6.20. Payment Bond; Performance Bond. Concurrently with delivery of the executed Contract, the DBE shall furnish a Performance Bond as security for DBE's faithful performance of the Contract and a Labor and Material Payment Bond as security for payment of persons or entities performing work, labor or furnishing materials in connection with DBE's performance of the Work under the Contract Documents. The penal sum of the Performance Bond and the Payment Bond shall each be one hundred percent (100%) of the Construction Services Contract Price. Said Labor and Material Payment Bond and Performance Bond shall be in the form and content set forth in the Contract Documents. The failure or refusal of the DBE to furnish either the Performance Bond or the Labor and Material Payment Bond in strict conformity with this Article 6.20 may be deemed by the District as a default by the DBE of a material obligation hereunder. Upon request of the DBE, the District may consider and accept, but is not obligated to do so, multiple sureties on such bonds. The Surety issuing any bond required under the Contract Documents shall be: (i) an Admitted Surety Insurer as that term is defined in California Code of Civil Procedure §995.120; and (ii) A.M. Best rated A-/VII or better.

7. CONTRACT TIME

7.1. Substantial Completion of the Work Within Contract Time. Unless otherwise expressly provided in the Contract Documents, the Contract Time is the period of time, including authorized adjustments thereto, allotted in the Contract Documents for achieving Substantial Completion of the Work. The date for commencement of the Work is the date established under Section 4.1.2 of the General Conditions, which shall not be postponed by the failure to act of the DBE or of persons or entities for whom the DBE is responsible. The date of Substantial Completion is the date set forth in DBE's request to confirm Substantial Completion when certified by the District Project Manager and the Project Inspector as such in accordance with the Contract Documents.

7.2. Progress and Completion of the Work.

7.2.1. Time of Essence. Time limits stated in the Contract Documents are of the essence (provided that DBE shall be entitled to the benefit of any express cure periods set forth in this Agreement). By executing the Agreement, the DBE confirms that the Contract Time, subject to any extension rights provided in this Agreement, is a reasonable period for performing and achieving Substantial Completion of the Work. The DBE shall employ and supply a sufficient force of workers, material and equipment, and prosecute the Work with diligence so as to maintain progress, to prevent Work stoppage and to achieve Substantial Completion of the Work within the Contract Time.

7.2.2. Substantial Completion. Substantial Completion is: (i) that stage in the progress of the Work when the Work is complete and approved by DSA and other governmental agencies with jurisdiction over the Work or any portion thereof in accordance with the Contract Documents so the District can occupy or use the Work for its intended purpose; and (ii) when all criteria for substantial completion set forth in Paragraph 7.2.2.2 below have been achieved. When DBE believes that it has achieved the requirements of Substantial Completion, DBE shall provide written notice to District (the "Certificate of Substantial

Completion”). The District shall have ten (10) business days from receipt to notify DBE of its approval or rejection of the Certificate of Substantial Completion (if approved by District, Substantial Completion shall be deemed to have occurred on the date Contractor issued the certificate). A failure by District to respond to the Certificate of Substantial Completion within the ten (10) day period shall be deemed to be District’s approval of the Certificate of Substantial Completion (deemed to have occurred as of the date Contractor issued the Certificate of Substantial Completion). If District does not agree that DBE has reached Substantial Completion, District shall, within the ten (10) business day review period, provide DBE with a list, in writing, of exceptions to achievement of Substantial Completion. Contractor shall resolve such exceptions prior to resubmitting a Certificate of Substantial Completion. Contractor shall have the right to dispute the District’s rejection or exceptions to the Contractor’s Certificate of Substantial Completion, provided that notwithstanding any such dispute, the Contractor shall promptly complete Work or perform other actions as necessary for the District’s acceptance of the Certificate of Substantial Completion. Such disputes, if any, shall be subject to resolution in accordance with the dispute resolution procedures set forth in the Contract Documents..

7.2.2.1. Utility Interconnection and Interconnection Agreement. The DBE shall be responsible for coordinating and obtaining from Southern California Edison (“the Utility”) all required rights, permits, and approvals, and assisting the District in reviewing and executing an interconnection agreement with the Utility for the PV System. DBE shall ensure that PV System components meet all requirements of the Utility and that the PV System as a whole meets all warranty, safety and operational requirements of the Utility. DBE shall fulfill all application, study and testing procedures required by the Utility to complete the interconnection process and an interconnection agreement. All labor and equipment costs associated with the Utility interconnection shall be borne by the DBE and included in the Construction Services Contract Price.

7.2.2.2. Substantial Completion Criteria. Substantial Completion requires completion of all of the following: (i) the PV System is mechanically complete and all work of every kind necessary to make the system usable for its intended function is actually complete (ii) all infrastructure support and equipment/materials necessary for interconnection of the PV System for the Utility electricity transmission are capable of operating safely in accordance with all applicable laws, codes, rules, regulations and requirements of the Utility; (iii) the DBE has completed requisite pre-functional testing and inspection of the PV System to energize the system when permitted, (iv) the DBE has released all parking spaces back to the District; and (v) the DBE has submitted all documents necessary for the Utility issuance of the Permission to Operate (“PTO”) for the PV System.

7.2.3. Correction or Completion of the Work After Substantial Completion.

7.2.3.1. Punchlist. Upon achieving Substantial Completion of the Work, the District Project Manager, the Project Inspector, and the DBE shall jointly inspect the Work and prepare a comprehensive list of items of the Work to be corrected or completed by the DBE (“the Punchlist”). The exclusion of, or failure to include, any item on the

Punchlist shall not alter or limit the obligation of the DBE to complete or correct any portion of the Work in accordance with the Contract Documents.

7.2.3.2. Time for Completing Punchlist Items. In addition to setting forth items for correction or completion pursuant to Article 7.2.3.1, the DBE and District Project Manager shall, after the joint inspection, establish a reasonable time for DBE's completion of all Punchlist items. If mutual agreement is not reached to establish the time for the DBE's completion of Punchlist items, the District Project Manager shall determine such time; the time determined by the District Project Manager shall be final and binding on the DBE, so long as such determination is reasonable and made in good faith. The DBE shall promptly and diligently proceed to complete all Punchlist items within the time established. In the event that the DBE shall fail or refuse, for any reason, to complete all Punchlist items within the time established, DBE shall be subject to assessment of Liquidated Damages in accordance with Article 7.5 of the General Conditions hereof. The foregoing notwithstanding, if the DBE fails or refuses to complete all Punchlist items within the allotted time, in lieu of assessing Liquidated Damages, the District may in its sole and exclusive discretion and with prior notice to DBE, elect to cause the completion of all remaining Punchlist items provided, however that such election by the District is in addition to and not in lieu of any other right or remedy of the District under the Contract Documents (with the exception of Liquidated Damages, which may not be assessed if District elects to cause completion of remaining punchlist items) or the Laws. If the District elects to complete Punchlist items, pursuant to the foregoing, the DBE shall be responsible for all reasonable, actual, direct costs incurred by the District in connection herewith and the District may deduct such costs from the Contract Price then or thereafter due the DBE, if these costs exceed the remaining Contract Price due to the DBE, the DBE and the Performance Bond Surety are liable to District for any such excess costs.

7.2.4. Final Completion. Final Completion is that stage of the Work when all Work has been completed in accordance with the Contract Documents, including without limitation, the performance of all correction or completion items noted upon Substantial Completion, PTO has been received from the Utility Company the PV system has been energized, thoroughly tested, staff have been trained, closeout documentation has been transmitted to the District, and DSA has issued a project closeout certification and the Contract has been otherwise fully performed by the DBE. Final Completion shall be confirmed by the District Project Manager and the Project Inspector upon request of the DBE as set forth below. When DBE believes that it has achieved the requirements of Final Completion, DBE shall provide written notice to District (the "Certificate of Final Completion"). The District shall have ten (10) business days from receipt to notify DBE of its approval or rejection of the Certificate of Final Completion (if approved by District, Final Completion shall be deemed to have occurred on the date Contractor issued the certificate). A failure by District to respond to the Certificate of Final Completion within the ten (10) day period shall be deemed to be District's approval of the Certificate of Final Completion (deemed to have occurred as of the date Contractor issued the Certificate of Final Completion). If District does not agree that DBE has reached Final Completion, District shall, within the (10) business day review period, provide DBE with a list, in writing, of exceptions to

achievement of Final Completion. Contractor shall resolve such exceptions prior to resubmitting a Certificate of Final Completion. Contractor shall have the right to dispute the District's rejection or exceptions to the Contractor's Certificate of Final Completion, provided that notwithstanding any such dispute, the Contractor shall promptly complete Work or perform other actions as necessary for the District's acceptance of the Certificate of Final Completion. Such disputes, if any, shall be subject to resolution in accordance with the dispute resolution procedures set forth in the Contract Documents.

7.2.4.1. Final Completion Criteria. In order to achieve final completion, the DBE must (i) complete all punchlist items (ii) receive the Permission to Operate Letter or Conditional Permission to Operate Letter from the Utility Company, (iii) conduct all required training as detailed in the SOW has occurred, and deliver all project closeout documentation as detailed in the Contract Documents (including the SOW) to the client, including, without limitation, all warranties, final record drawings in Auto-CAD format that incorporates all as-built revisions and comments, and operations and maintenance manuals, (iv) complete testing of all materials, equipment and workmanship which collectively constitute the PV System in accordance with the requirements of this Agreement, the results thereof meeting the requirements set forth herein, and obtain acceptance by the District of successful testing, which acceptance shall not unreasonably be withheld (v) DSA has issued a project closeout certification indicating that the completed Project fulfills all applicable DSA rules and regulations and (vi) demonstrate the PV System has transmission capability, defined as the point at which all of the electrical systems and all other infrastructure necessary to achieve interconnection of the PV System with District's facilities and the public electrical utility's electricity transmission system are fully energized and functioning properly, including, without limitation, accurate functioning of all related electricity meters necessary for the interconnection and proper operation of the PV System.

7.2.5. DBE Responsibility for Multiple Inspections. In the event the DBE shall request determination of Substantial Completion or Final Completion by the Project Inspector and the District Project Manager and it is determined by the Project Inspector and the District Project Manager that the Work does not then justify certification of Substantial Completion or Final Completion and re-inspection is required at a subsequent time to make such determination, the DBE shall be responsible for all costs of such re-inspection, including without limitation, the costs and fees of the District Project Manager and the Project Inspector. The District may deduct such costs from the Contract Price then due or thereafter due to the DBE.

7.2.6. Final Acceptance. Final Acceptance of the Work shall occur upon approval of the Work by the District's Board of Trustees; such approval shall be submitted for adoption at the next regularly scheduled meeting of the District's Board of Trustees after the determination of Final Completion. The commencement of any warranty or guarantee period under the Contract Documents shall be deemed to be the date upon which the District's Board of Trustees approves of the Final Acceptance of the Work.

7.3. Construction Schedule.

- 7.3.1. Submittal of Preliminary Construction Schedule.** Within five (5) days following the District's issuance of the Notice to Proceed for the DBE's commencement of Construction Services, the DBE shall prepare and submit to the District Project Manager a Preliminary Construction Schedule indicating, in graphic form, the estimated rate of progress and sequence of all Work required under the Contract Documents. The Preliminary Construction Schedule shall be organized into groupings by location, responsibility, specifications, sections, etc. The purpose of the Preliminary Construction Schedule is to assure adequate planning and execution of the Work so that it is completed within the Contract Time and to permit evaluation of the progress of the Work. Unless otherwise provided in the Contract Documents, the Construction Schedules required under this Article 7.3 shall; (i) be prepared utilizing the then most recent version of Microsoft Project or Smart Sheets for Construction, Primavera Project Planner Scheduling Software; (ii) indicate the date(s) for commencement and completion of various portions of the Work; (iii) indicate costs for completion of each Construction Schedule activity; and (iv) indicate sequencing and interdependencies of activities. The DBE may submit a Preliminary Construction Schedule depicting completion of the Work in a duration shorter than the Contract Time; provided that such Preliminary Construction Schedule shall not be a basis for any extension of the Contract Time, the DBE's entitlement to any extension of the Contract Time shall be based upon the Contract Time and not on any shorter duration which may be depicted in the DBE's Preliminary Construction Schedule. If the Construction Schedules required under this Article 7.3 incorporate therein any "float" time, such float shall be deemed to jointly belong to and owned by the District and the DBE. As used herein, "float time" shall be deemed to refer to the time between earliest finish date and the latest finish date of each activity shown on the Construction Schedule. The Construction Schedule prepared by the DBE shall not sequester float through float suppression techniques such as extending activity durations, using preferential logic, etc.
- 7.3.2. Review of Preliminary Construction Schedule.** The District Project Manager shall review the Preliminary Construction Schedule submitted by the DBE pursuant to Article 7.3.1 above for conformity with the requirements of the Contract Documents. Within fifteen (15) days of the date of receipt of the Preliminary Construction Schedule, the Preliminary Construction Schedule will be returned to the DBE with comments to the form or content thereof. Review of the Preliminary Progress Schedule and any comments thereto by the District Project Manager shall not be deemed to be the assumption of construction means, methods or sequences by the District, all of which remain the DBE's obligations under the Contract Documents.
- 7.3.3. Preparation and Submittal of Contract Construction Schedule.** Within ten (10) days of the District's return of the Preliminary Construction Schedule to the DBE pursuant to Article 7.3.2 above, the DBE shall prepare and submit to the District Project Manager the Construction Schedule which incorporates therein the comments to the Preliminary Construction Schedule. Upon the DBE's submittal of such Construction Schedule, the District Project Manager shall review the same for purposes of determining conformity with the requirements of the Contract Documents. Within fifteen (15) days of the receipt of the Construction Schedule, the District will accept such Construction Schedule or will return the same to the DBE with comments to the form or content. In the event there are

comments to the form or content thereof, the DBE, shall within seven (7) days of receipt of such comments, revise and resubmit the Construction Schedule incorporating therein such comments. Upon the District's acceptance of the form and content of a Construction Schedule, the same shall be deemed the "Approved Construction Schedule." The District's acceptance of a Construction Schedule shall be for the sole and limited purpose of determining conformity with the requirements of the Contract Documents. By the Approved Construction Schedule, the District shall not be deemed to have exercised control over, or approval of, construction means, methods or sequences, all of which remain the responsibility and obligation of the DBE in accordance with the terms of the Contract Documents. Further, the Approved Construction Schedule shall not operate to limit or restrict any of DBE's obligations under the Contract Documents nor relieve the DBE from the full, faithful, timely performance of such obligations in accordance with the terms of the Contract Documents. The activities, commencement and completion dates of activities, and the sequencing of activities depicted on the Approved Construction Schedule shall not be modified or revised by the DBE without the prior consent, or direction, of the District Project Manager. Updates to the Approved Construction Schedule pursuant to Article 7.3.5 below shall not be deemed revisions to the Approved Construction Schedule. In the event that the Approved Construction Schedule shall depict completion of the Work in a duration shorter than the Contract Time, the same shall not be a basis for an adjustment of the Contract Time or the Contract Price in the event that actual completion of the Work shall occur after such the time depicted in such Approved Construction Schedule. In such event, the Contract Price shall not be subject to adjustment on account of any additional costs incurred by the DBE to complete the Work prior to the Contract Time, as adjusted in accordance with the terms of the Contract Documents. Any adjustment of the Contract Time or the Contract Price shall be based upon the Contract Time set forth in the Contract Documents and not any shorter duration which may be depicted in the Approved Construction Schedule.

7.3.4. Revisions to Approved Construction Schedule. In the event that the progress of the Work or the sequencing of the activities of the Work shall materially differ from that indicated in the Approved Construction Schedule, as determined by the District in its reasonable discretion and judgment, the District may direct the DBE to revise the Approved Construction Schedule; within fifteen (15) days of the District's direction, the DBE shall prepare and submit to the District Project Manager a revised Approved Construction Schedule, for review and acceptance by the District. The DBE may request consent of the District to revise the Approved Construction Schedule. Any such request shall be considered by the District only if in writing setting forth the DBE's proposed revision(s) to the Approved Construction Schedule and the reason(s) therefor. The District may grant, deny or condition consent to such request of the DBE to revise the Approved Construction Schedule in the District's sole reasonable discretion.

7.3.5. Updates to Approved Construction Schedule. The DBE shall monitor and update the Approved Construction Schedule on a monthly basis, provide four-week rolling schedules on a weekly basis or more frequently as required by the conditions or progress of the Work, or as may be requested by the District. The DBE shall provide the District Project Manager with updated Approved Construction Schedules indicating progress achieved and activities

commenced or completed within the prior updated Approved Construction Schedule. Updates to the Approved Construction Schedule shall not include any revisions to the activities, commencement and completion dates of activities or the sequencing of activities depicted on the Approved Construction Schedule. Any such revisions to the Approved Construction Schedule shall result in rejection of such update and DBE shall, within seven (7) days of the rejection of such update, submit to the District Project Manager an Updated Approved Construction Schedule which does not incorporate any such revisions. The DBE shall also submit, with its updates to the Approved Construction Schedule a narrative statement including a description of current and anticipated problem areas of the Work, delaying factors and their impact, and an explanation of corrective action taken or proposed by the DBE. If the progress of the Work is behind the Approved Construction Schedule, the DBE shall indicate what measures will be taken to place the Work back on schedule. The District may, from time to time, and in the District's sole and exclusive discretion, transmit to the DBE's Performance Bond Surety the Approved Construction Schedule, any updates thereof and the narrative statement described hereinabove. The District's election to transmit, or not to transmit such information, to the DBE's Performance Bond Surety shall not limit the DBE's obligations under the Contract Documents.

7.3.6. DBE Responsibility for Construction Schedule. The DBE shall be responsible for the preparation, submittal and maintenance of the Construction Schedules required by the Contract Documents, and any failure of the DBE to do so may be deemed by the District as the DBE's default in the performance of a material obligation under Contract Documents. Any and all costs or expenses required or incurred to prepare, submit, maintain, and update the Construction Schedules shall be solely that of the DBE and no such cost or expense shall be charged to the District. The Contract Price shall not be subject to adjustment on account of costs, fees or expenses incurred or associated with the DBE's preparation, submittal, and maintenance or updating of the Construction Schedules.

7.3.7. Rain Days. The DBE's Construction Schedule shall incorporate the following anticipated precipitation per month at the Site. The Contract Time is deemed to incorporate the Rain Days effect of the following anticipated monthly precipitation at the Site. There shall be no adjustment of the Contract Time on account of unusually severe weather conditions until precipitation in any month of the Contract Time materially exceeds the anticipated monthly precipitation set forth below.

Month	Precipitation
Jan	2.9in.
Feb	3.4in.
Mar	2.0in.
Apr	0.9in.
May	0.3in.
Jun	0.1in.
Jul	0.1in.
Aug	0.0in.
Sept	0.3in.

Oct	0.7in.
Nov	1.1in.
Dec	2.4in.

The definition of a Rain Day is a planned work day with actual precipitation of 0.01 inch or more which adversely affects activities along the critical path of the then current Construction Schedule. The DBE shall anticipate the inclement weather and shall include the Rain Day bank in the Baseline Construction Schedule. The Contract Time will be adjusted for unusually severe weather conditions resulting from rainfall only if: (i) the DBE has taken reasonable measures to proceed with the Work notwithstanding inclement weather conditions; (ii) the DBE demonstrates (by schedule analysis or other means) to the reasonable satisfaction of the District that the progress of Work on the critical path of the then current Construction Schedule was affected by unusually severe weather conditions resulting from rainfall; and (iii) the Contractor demonstrates to the reasonable satisfaction of the District that the Contractor could not re-sequence Work so that Work activities (whether or not on the critical path of the then current Construction Schedule) not affected by rainfall could have been performed on a Rain Day. The occurrence of precipitation by itself shall not constitute a Rain Day. For purposes of the Contract Documents, a Rain Day occurs when: (i) there is measurable rainfall occurring on a day when Work is scheduled to be performed at the Site; (ii) there is rainfall sufficiently continuous for at least a three (3) hour period; (iii) the rainfall is sufficiently severe to prevent performance of Work at the Site (rainfall is not deemed sufficiently severe to prevent Work at the Site if there are Work activities which are not materially affected by rainfall and which can be reasonably performed by the Contractor by re-sequencing Work activities); and (iv) after a Rain Day (as defined in (i), (ii) and (iii) above) has occurred, the conditions at the Site are adversely affected by rainfall so that a period of time is necessary to permit sufficient "drying out" of wet conditions at the Site sufficient to permit the continuation of Work. Rain Days shall be deemed to belong to and owned entirely by the District and shall not be used by the Contractor for any other purpose except for approved Rain Day impacts.

7.4. Adjustment to Contract Time. If Substantial Completion is delayed, adjustment, if any, to the Contract Time on account of such delay shall be in accordance with this Article 7.4.

7.4.1. Excusable Delays. If Substantial Completion of the Work is delayed by Excusable Delays, the Contract Time shall be subject to an Adjustment for such reasonable period of time as determined by both Parties. Excusable delays shall not result in any increase in the Contract Price. Excusable Delays refer to unforeseeable and unavoidable casualties or other unforeseen causes beyond the control, and without fault or neglect, of the DBE, any Subcontractor, Material Supplier or other person directly or indirectly engaged by the DBE in performance of any portion of the Work. Excusable Delays include (i) unanticipated and unavoidable labor disputes, (ii) unusual and unanticipated delays in transportation of equipment, materials or Construction Equipment reasonably necessary for completion and proper execution of the Work, (iii) unanticipated unusually severe weather conditions, (iv) DSA directive to stop the Work which is not the result of DBE actions or inactions, (v) if after the Effective Date an applicable Law is amended, modified, nullified, suspended, repealed, found unconstitutional or unlawful, or changed or affected in any material respect by any applicable Law, or there is a material change in the interpretation of an

applicable Law by any governmental authority; provided, however, that “change in law” does not include changes in federal or state income tax Laws, (vi) Force Majeure, (vii) failure of the AHJ to issue final inspection approval as set forth in the Approved Construction Schedule, provided the non-issuance of such approvals is not due to Contractor’s failure to present or diligently pursue an application conforming to the Contract Documents, (viii) failure of the Southern California Edison (the “Local Utility”) to approve the request for the interconnection of the system as set forth in the Approved Construction Schedule, (ix) failure by the Local Utility to inspect and issue Permission to Operate for the System to operate in parallel with the electric power grid as set forth in the Approved Construction Schedule, (x) failure of the District to provide approvals pursuant to section 2.1.3 of these General Conditions, and (xi) District’s changes to the submittal review process pursuant to Section 4.7.8 of these General Conditions. Neither the financial resources of the DBE or any person or entity directly or indirectly engaged by the DBE in performance of any portion of the Work shall be deemed conditions beyond the control of the DBE. If an event of Excusable Delay occurs, the Contract Time shall be subject to adjustment hereunder only if the DBE establishes: (i) full compliance with all applicable provisions of the Contract Documents relative to the method, manner and time for DBE’s notice and request for adjustment of the Contract Time; (ii) that the event(s) forming the basis for DBE’s request to adjust the Contract Time are outside the reasonable control and without any fault or neglect of the DBE or any person or entity directly or indirectly engaged by DBE in performance of any portion of the Work; (iii) that the event(s) forming the basis for DBE’s request to adjust the Contract Time directly and adversely impacted the critical path of the Work as indicated in the Approved Construction Schedule or the most recent updated Approved Construction Schedule relative to the date(s) of the claimed event(s) of Excusable Delay. The foregoing provisions notwithstanding, if the Special Conditions set forth a number of “Rain Days” to be anticipated during performance of the Work, the Contract Time shall not be adjusted for rain related unusually severe weather conditions until and unless the actual number of Rain Days during performance of the Work shall exceed those noted in the Special Conditions and such additional Rain Days shall have directly and adversely impacted the critical path of the Work as depicted in the Approved Construction Schedule or the most recent updated Approved Construction Schedule relative to the date(s) of such additional Rain Days. If an Excusable Delay occurs that adversely impacts the time required by DBE to complete the Punchlist Items, DBE shall be entitled to an adjustment of the time established to complete the Punchlist Items pursuant to Section 7.2.3 of these General Conditions.

- 7.4.2. Compensable Delays.** If Substantial Completion of the Work is delayed and such delay is caused by (i) the acts or omissions of the District, or separate contractor employed by the District, (ii) failure of District to provide sufficient access to the Site, (iii) failure of the District to provide authorization to commence, perform or complete the Work or any portion thereof, where such failure prevents or will prevent Contractor from performing the Work in accordance with the Design Schedule or Construction Schedule, as applicable, without requiring additional time or incurring additional cost (including any delays caused in connection with obtaining any necessary approvals from District’s Board of Trustees), (iv) suspension of the work pursuant to Article 13 of these General Conditions, or (v) failure

directly attributable to the District that substantially delays DBE from completing the Punchlist Items pursuant to Section 7.2.3 of these General Conditions. (collectively "Compensable Delays"), upon DBE's request and notice, in strict conformity with Articles 7 and 9 of these General Conditions, Contractor will be entitled to an Equitable Adjustment of the Contract Time and Contract Price (the Contract Time will be adjusted by Change Order for such reasonable period of time as determined by both Parties). If a Compensable Delay occurs that adversely impacts the time required by DBE to complete the Punchlist Items, DBE shall be entitled to an adjustment of the time established to complete the Punchlist Items. In accordance with California Public Contract Code §7102, if the DBE's progress is delayed by any of the events described in the preceding sentence, DBE shall not be precluded from the recovery of damages directly and proximately resulting therefrom, provided that the District is liable for the delay, the delay is unreasonable under the circumstances involved and the delay was not within the reasonable contemplation of the District and the DBE at the time of execution of the Agreement. In such event, DBE's damages, if any, shall be limited to DBE's Direct Costs plus the overhead and profit specified in Section 6 of the Agreement, and shall exclude indirect or other consequential damages. Except as expressly provided for herein, DBE shall not have any other claim, demand or right to adjustment of the Contract Price arising out of Compensable Delays. Adjustments to the Contract Price and the Contract Time, if any, on account of Changes to the Work or Suspension of the Work shall be governed by the applicable provisions of the Contract Documents, including without limitation, Articles 9 and 13 of these General Conditions.

7.4.3. Inexcusable Delays. Inexcusable Delays refer to any delay to the progress of the Work caused by events or factors other than those specifically identified in Articles 7.4.1 and 7.4.2 above. Subject to Section 3.2.2 of the Agreement, neither the Contract Price nor the Contract Time shall be adjusted on account of inexcusable Delays.

7.4.4. Adjustment of Contract Time.

7.4.4.1. Procedure for Adjustment of Contract Time. The Contract Time shall be subject to adjustment only in strict conformity with applicable provisions of the Contract Documents. Failure of DBE to request adjustment(s) of the Contract Time in strict conformity with applicable provisions of the Contract Documents shall be deemed DBE's waiver of the same.

7.4.4.2. Limitations Upon Adjustment of Contract Time on Account of Delays. Any adjustment of the Contract Time on account of an Excusable Delay or a Compensable Delay shall be an Equitable Adjustment. In addition, no adjustment of the Contract Time shall be made on account of any Excusable Delays or Compensable Delays unless such delay(s) actually and directly impact Work or Work activities on the critical path of the then current and updated Approved Construction Schedule as of the date on which such delay first occurs. The District shall not be deemed in breach of, or otherwise in default of any obligation hereunder, if the District shall deny any request by the DBE for an adjustment of the Contract Time for any delay which does not actually and directly impact Work or Work activities on the critical path of the then

current and updated Approved Construction Schedule.

7.4.4.3. Prescribed Calculations.

7.4.4.3.1. DSA Review Time. The Contract Time shall be extended for Excusable Delay or Compensable Delay causing the DSA Review Time to exceed the Agreed DSA Review Time and shortened if the DSA Review Time, for any reason whatsoever, is shorter than the Agreed DSA Review Time. The calculation of such extension or shortening of the Contract Time shall be measured by the difference between (i) the actual DSA Review Time and (ii) the Agreed DSA Review Time.

7.4.4.3.2. Dry Out Time Calculations. Contract adjustments to the Contract Time that are based upon unusual precipitation that is a Force Majeure as defined in Article 8 of the Agreement, shall be Equitable Adjustments.

7.5. Liquidated Damages. Should the DBE neglect, fail or refuse to: (i) achieve Substantial Completion of the Work within the Contract Time, (subject to adjustments authorized under the Contract Documents); or (ii) or to complete Punchlist items within the time established pursuant to the Contract Documents (subject to adjustments authorized under the Contract Documents), the DBE agrees to pay to the District the amount of per diem Liquidated Damages set forth in the Contract Documents, not as a penalty but as Liquidated Damages, for every day beyond the Contract Time, as adjusted, until Substantial Completion or completion of the Punchlist items are achieved (subject to the LD Cap). The Liquidated Damages amounts set forth in the Contract Documents are agreed upon by and between the DBE and the District because of the difficulty of fixing the District's actual damages in the event of delayed Substantial Completion or completion of Punchlist items. The DBE and the District specifically agree that said amounts are reasonable estimates of the District's damages in such event, and that such amounts do not constitute a penalty. The DBE and the Surety shall be liable to the District for any Liquidated Damages exceeding any amount of the Contract Price then held or retained by the District. The DBE and the District acknowledge and agree that the provisions of this Article 7.5 are reasonable under the circumstances existing at the time of the DBE's execution of the Agreement.

8. CONTRACT PRICE

8.1. Contract Price. The Contract Price is the amount stated in the Agreement as such, and subject to any authorized adjustments thereto in accordance with the Contract Documents, is the total amount payable by the District to the DBE for performance of the Work under the Contract Documents. The District's payment of the Contract Price to the DBE shall be in accordance with the Contract Documents. The Contract Price is inclusive of all expenses, fees, costs or other charges incurred by the DBE to complete all of the DBE's obligations under the Contract Documents relating to construction of the Project. Rebates obtained by the DBE or any Subcontractor for materials, equipment or services utilized to complete the Work or incorporated into the Work shall be deemed the property of the District. The DBE shall completely accurately account for all rebates arising out of the Work and shall deliver proceeds to the District reflecting the full value of all such rebates.

8.2. Progress Payments.

- 8.2.1. Applications for Progress Payments of Construction Contract Price.** During the DBE's performance of the Construction Services the DBE shall submit to the District Project Manager and the Project Inspector, Applications for Progress Payments, on forms approved or designated by the District upon completion of each designated portion of the Work, as described in the Agreement. Values utilized in Applications for Progress Payment shall be the value of the designated portion of Work for which payment is requested, as set forth in Paragraph 3.1 of the Agreement. In addition to submitting the Application for Progress Payment, the DBE shall submit with each Application for Progress Payment a detailed summary of (i) the break-down of the Progress Payment requested reflecting the amount of the requested Progress Payment to be retained by the DBE; (ii) the Subcontractors/Material Suppliers to whom the remaining balance of the requested Progress Payment will be disbursed to along with the amount to be disbursed to each identified Subcontractor/Material Supplier; and (iii) the amounts disbursed by the DBE to the Subcontractors/Material Suppliers from the immediately preceding Progress Payment.
- 8.2.2. District's Review of Applications for Progress Payments.** In accordance with Public Contract Code §20104.50, upon receipt of an Application for Progress Payment, the District shall cause the same to be reviewed by the District Project Manager and Project Inspector as soon as is practicable, for the purpose of determining that the Payment Application is a proper Payment Application. A Payment Application is "proper" only if it is submitted on the form approved by the District, with all of the information completely and accurately provided and such completed Payment Application is accompanied by: (i) the form of Verification of Certified Payroll Records Submittal to Labor Commissioner, executed under penalty of perjury by the DBE's Superintendent and/or the DBE's Project Manager; which verifies that all Certified Payroll Records for the Contractor and all Subcontractors for the period of time covered by the Application for Progress Payment have been completed and submitted in strict conformity with Labor Code §1771.4; (ii) duly completed and executed forms of Conditional Waiver and Release of Rights Upon Progress Payment in accordance with California Civil Code §8132 of the Contractor, all Subcontractors and Material Suppliers covering the Progress Payment requested; (iii) duly completed and executed forms of Unconditional Waiver and Release of Rights upon Progress Payment in accordance with California Civil Code §8134 of the Contractor, Subcontractors and Material Suppliers covering the Progress Payment received by the Contractor under the prior Payment Application; and (iv) a certification by the Contractor that it has continuously maintained the Record Drawings. Submittal of all of the foregoing is an express condition precedent to the District's obligation to disburse any Progress Payment. If a Payment Application is reasonably determined by the District not to be a "proper" Payment Application, the Payment Application will be returned by the District to the Contractor (along with a written document setting forth the reason(s) why the Payment Application is not proper) as soon as is practicable after receipt of the same from the Contractor, but in no event not more than seven (7) days after the District's receipt thereof; provided, however, that District must make payment within thirty (30) days after the expiration of the seventh (7th) day, so if District takes more than seven (7) days, the thirty (30) day payment period will still commence upon the expiration of the seventh (7th) day.
- 8.2.3. Review of Applications for Progress Payments.** Upon receipt of an Application for

Progress Payment, the District Project Manager and the Project Inspector shall inspect and verify the Work to determine whether it has been performed in accordance with the terms of the Contract Documents and to determine the portion of the Application for Progress Payment which is properly due to the DBE under the terms of the Contract Documents. The obligation of the District to disburse any Progress Payment on an Application for Progress Payment shall be limited to the amount verified by the District Project Manager and the Project Inspector pursuant to the foregoing.

8.2.4. District's Disbursement of Progress Payments.

8.2.4.1. Timely Disbursement of Progress Payments. In accordance with Public Contract Code §20104.50, within thirty (30) days after the District's receipt of a proper Application for Progress Payment, there shall be paid, by District, to DBE a sum equal to ninety five percent (95%) of the value of the Work indicated in the Application for Progress Payment which is actually in place as of the date of the Application for Progress Payment and as verified and approved by the District Project Manager and the Project Inspector; provided, however, that the District's obligation to disburse any Progress Payment shall be subject to the District's receipt of all documents set forth in Article 8.2.2 above, each and all of which are conditions precedent to the District's obligation to disburse Progress Payments. If an Application for Progress Payment is determined not to be proper due to the failure or refusal of the DBE to submit documents with the Application for Progress Payment, as required by Article 8.2.2 above, or incompleteness or inaccuracies in any such documents submitted or if it is reasonably determined that the Record Drawings have not been continuously maintained to reflect the actual as built conditions of the Work completed or scheduled to be completed in the period for which the Progress Payment is requested, the thirty (30) day period hereunder for the District's timely disbursement of a Progress Payment shall be deemed to commence on the date that the District is actually in receipt of documents not submitted with the Application for Progress Payment, or corrections to documents with the Application for Progress Payment so as to render them complete and accurate, or the date upon which the DBE accurately and fully completes preparation of the Record Drawings relating to the Work for which the Progress Payment is requested.

8.2.4.2. Untimely Disbursement of Progress Payments. In accordance with Public Contract Code §20104.50, in the event that the District shall fail to make any Progress Payment within thirty (30) days after receipt of an undisputed and properly submitted Application for Progress Payment, the District shall pay the DBE interest on the undisputed amount of such Application for Progress Payment equal to the legal rate of interest set forth in California Code of Civil Procedure §685.010(a). The foregoing notwithstanding, in the event that the District shall determine that any Application for Progress Payment is not proper, pursuant to Article 8.2.2 above, and the District does not return such Application for Progress Payment within the seven (7) day period provided for in Article 8.2.2 above, the period of time for the District's disbursement of the Progress Payment on such Application for Progress Payment without incurring the interest liability shall be reduced by the number of days exceeding the seven (7) day return period.

- 8.2.4.3. District's Right to Disburse Progress Payments by Joint Checks.** Provided that the District is in receipt of the applicable Subcontract or Purchase Order, the District, may in its sole discretion, issue joint checks to the DBE and such Subcontractor or Material Supplier in satisfaction of its obligation to make Progress Payments or the Final Payment due hereunder.
- 8.2.4.4. No Waiver of Defective or Non-Conforming Work.** The approval of any Application for Progress Payment or the disbursement of any Progress Payment to the DBE shall not be deemed nor constitute acceptance of defective Work or Work not in conformity with the Contract Documents.
- 8.2.5. Progress Payments for Changed Work.** The DBE's Applications for Progress Payment may include requests for payment on account of Changes in the Work which have been properly authorized and approved by the Project Inspector, and the District Project Manager and all other governmental agencies with jurisdiction over such Change in accordance with the terms of the Contract Documents and for which a Change Order has been issued. Except as provided for herein, no other payment shall be made by the District for Changes in the Work.
- 8.2.6. Materials or Equipment Not Incorporated Into the Work.**
- 8.2.6.1. Limitations Upon Payment.** Except for designated portions of the Work identified in the Agreement reflecting only materials/equipment deliveries, no payments shall be made by the District on account of any item of the Work, including without limitation, materials or equipment which, at the time of the DBE's submittal of an Application for Progress Payment, has/have not been incorporated into and made a part of the Work.
- 8.2.6.2. Materials or Equipment Delivered and Stored at the Site.** The District may, in its sole and exclusive discretion, make payment for materials or equipment not yet incorporated into the Work if, at or prior to the time of the DBE's submittal of an Application for Progress Payment incorporating therein a request for payment of such materials or equipment if all of the following are complied with: (i) the materials or equipment have been delivered to the Site or warehouse; (ii) adequate arrangements, reasonably satisfactory to the District, have been made by the DBE to store and protect such materials or equipment at the Site including without limitation, insurance reasonably satisfactory to the District, covering and protecting against the risk of loss, destruction, theft or other damage to such materials or equipment while in storage if such coverage is not afforded under the policy of Builder's Risk insurance obtained by the DBE pursuant to the Contract Documents; and (iii) the establishment of procedures reasonably satisfactory to the District by which title to such materials or equipment will be vested in the District upon the District's payment therefor. The DBE acknowledges that the discretion to make, or not to make, payment for materials or equipment delivered or stored at the site of the Work pursuant to the preceding sentence shall be exercised exclusively by the District; the District's exercise of discretion not to make payment for materials or equipment delivered or stored at the Site, but not yet incorporated into the Work shall not be deemed the District's default hereunder. In the event that the District

shall elect to make payment for materials or equipment delivered and stored at the Site, the costs and expenses incurred to comply with the requirements of (ii) and (iii) of this Article 8.2.6.2 shall be borne solely and exclusively by the DBE and no payment shall be made by the District on account of such costs and expenses.

8.2.6.3. Materials or Equipment Not Delivered or Stored at the Site. No payments shall be made by the District for materials or equipment to be incorporated into the Work where such materials or equipment have not been delivered or stored at the Site. The foregoing notwithstanding, the District may, in its sole and exclusive discretion, elect to make payment for materials or equipment not incorporated into the Work and which are not delivered or stored at the Site at or prior to the time of the DBE's submittal of an Application for Progress Payment incorporating therein a request for payment of such materials or equipment provided that each and all of the following have been complied with: (i) adequate arrangements, reasonably satisfactory to the District, have been made by the DBE to store and protect such materials or equipment which include without limitation, insurance reasonably satisfactory to the District, covering and protecting against the risk of loss, destruction, theft or other damage to such materials or equipment while in storage if coverage for the same is not afforded under the policy of Builder's Risk insurance obtained by the District pursuant to the Contract Documents; and (ii) the establishment of procedures reasonably satisfactory to the District by which title to such materials or equipment will be vested in the District upon the District's payment therefor. The DBE acknowledges that the discretion to make, or not to make, payment for such materials or equipment pursuant to the preceding sentence shall be exercised exclusively by the District; the District's exercise of discretion not to make payment for such materials or equipment shall not be deemed the District's default hereunder. In the event that the District shall elect to make payment for materials or equipment not at the Site, the costs and expenses incurred to comply with the requirements of (i) and (ii) of this Article 8.2.6.3 shall be borne solely and exclusively by the DBE and no payment shall be made by the District on account of such costs and expenses.

8.2.6.4. Materials or Equipment in Fabrication or Transit. The provisions of this Article 8.2.6 notwithstanding, the District shall not make any payment on account of any materials or equipment which are in the process of being fabricated or which are in transit to the Site of or other storage location.

8.2.7. Exclusions From Progress Payments. In addition to the District's right to withhold disbursement of any Progress Payment provided for in the Contract Documents, neither the DBE's Application for Progress Payment shall include, nor shall the District be obligated to disburse any portion of the Contract Price for amounts which the DBE does not intend to pay any Subcontractor, of any tier, or Material Supplier because of a dispute or any other reason.

8.2.8. Title to Work. The DBE warrants that title to all Work covered by an Application for Progress Payment will pass to the District no later than the time of payment. The DBE further warrants that upon submittal of an Application for Progress Payment, all Work for

which a Progress Payment has been previously issued and the DBE has received payment from the District therefor shall, to the best of the DBE's knowledge, information and belief, be free and clear of liens, claims, stop notices, security interests or encumbrances in favor of the DBE, Subcontractors, Material Suppliers or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work. If any Stop Payment Notice is served on the District in connection with the Work, the DBE shall obtain a Stop Payment Notice Release Bond which strictly conforms to requirements of Civil Code §9364 within thirty (30) days of the District's written notice to the DBE of the service of such a Stop Payment Notice.

8.2.9. Substitute Security for Retention. In accordance with the provisions of California Public Contract Code §22300, eligible and equivalent securities may be substituted for any monies withheld by the District to ensure the DBE's performance under the Contract Documents at the request and expense of the DBE and in conformity with the provisions of California Public Contract Code §22300. The foregoing and the provisions of California Public Contract Code §22300 notwithstanding, failure of the DBE to request the substitution of eligible and equivalent securities for monies to be withheld by the District prior to submission of the first Application for Progress Payment of the Construction Services Contract Price shall be deemed the DBE's waiver of rights under Section 22300.

8.2.10. Final Payment.

8.2.10.1. Application for Final Payment. When the DBE has achieved Final Completion of the Work and has otherwise fully performed its obligations under the Contract Documents, the DBE shall submit an Application for Final Payment on such form as approved by the District. Thereupon, the District Project Manager and the Project Inspector will promptly make a final inspection of the Work and when the District Project Manager and the Project Inspector find the Work acceptable under the Contract Documents and that the Contract has been fully performed by the DBE, the District Project Manager and the Project Inspector will thereupon promptly approve the Application for Final Payment, stating that to the best their knowledge, information and belief, the Work has been completed in accordance with the terms of the Contract Documents. The Final Payment shall include the remaining balance of the Contract Price and any retention from Progress Payments previously withheld by the District.

8.2.10.2. Conditions Precedent to Disbursement of Final Payment. Neither Final Payment nor any remaining Contract Price shall become due until the DBE submits to the District each and all of the following, the submittal of which are conditions precedent to the District's obligation to disburse the Final Payment: (i) an affidavit or certification by the DBE that payrolls, bills for materials and other indebtedness incurred in connection with the Work for which the District or the District's property may or might be responsible or encumbered have been paid or otherwise satisfied; (ii) a certificate evidencing that insurance required by the Contract Documents to remain in force after the DBE's receipt of Final Payment is currently in effect; (iii) a written statement that the DBE knows of no substantial reason that the insurance will not be renewable to cover any period following Final Payment as required by the Contract Documents;

(iv) consent of the Surety on the Labor and Material Payment Bond and Performance Bond, to Final Payment if required; (v) duly completed and executed forms of Conditional or Unconditional Waivers and Releases of rights upon Final Payment of the DBE, major Subcontractors and Material Suppliers in accordance with California Civil Code §3262, with each of the same stating that there are, or will be, no claims for additional compensation after disbursement of the Final Payment; (vi) Operations and Maintenance manuals and separate warranties provided by any manufacturer or distributor of any materials or equipment incorporated into the Work; (vii) the Record Drawings; (viii) the form of Guarantee included in the Contract Documents duly executed by an authorized representative of the DBE; (ix) any and all other items or documents required by the Contract Documents to be delivered to the District upon completion of the Work; (x) the completion and submittal of all reports required by the Contract Documents, including without limitation, completion and filing of Verified Reports by the DBE and the AOR, in their respective capacities as the contractor and district project manager for the Project, as required by the Laws; (xi) if required by the District, such other data establishing payment or satisfaction of obligations such as receipts, releases and waivers of liens, stop notices, claims, security interest or encumbrances arising out of the Contract to the extent and in such form as may be required by the District.

8.2.10.3. Close-Out Forms Submittal. The DBE shall commence at Notice to Proceed for the Construction Services portion of the Work to prepare Close-Out of the project including the preparation of Close-Out Forms Submittal. Close-Out Forms shall be submitted complete no later than 30 days from Substantial Completion and are considered a submittal. In addition to other close-out documents contained elsewhere, the Contractor will be required to submit a Guarantee Form, Asbestos and Other Materials Certification, and Certification RE Insurance

8.2.10.4. Disbursement of Final Payment. Provided that the District is then in receipt of all documents and other items in Article 8.2.4 above as conditions precedent to the District's obligation to disburse Final Payment, not later than sixty (60) days following Final Acceptance the District shall disburse the Final Payment to the DBE. Pursuant to California Public Contract Code §7107, if there is any dispute between the District and the DBE at the time that disbursement of the Final Payment is due, the District may withhold from disbursement of the Final Payment an amount not to exceed one hundred fifty percent (150%) of the amount in dispute.

8.2.10.5. Waiver of Claims. The DBE's acceptance of the Final Payment is a waiver and release by the DBE of any and all claims against the District for compensation or otherwise in connection with the DBE's performance of the Contract.

8.2.10.6. Claims Asserted After Final Payment. Any lien, stop notice or other payment related claim filed or asserted after the DBE's acceptance of the Final Payment by any Subcontractor, of any tier, laborer, Material Supplier or others in connection with or for Work performed under the Contract Documents shall be the sole and exclusive responsibility of the DBE who further agrees to indemnify, defend and hold harmless the District and its officers, agents, representatives and employees from and against

any payment related claims, demands or judgments arising or associated therewith, including without limitation reasonable attorneys' fees incurred by the District in connection therewith. In the event any lien, stop notice or other claim of any Subcontractor, Laborer, Material Supplier or others performing Work under the Contract Documents remain unsatisfied after Final Payment is made, DBE shall refund to District all monies that the District may pay or be compelled to pay in discharging any lien, stop notice or other claim, including, without limitation all costs and reasonable attorneys' fees incurred by District in connection therewith.

8.3. Withholding of Payments. The District may withhold any Progress Payment or the Final Payment, in whole or in part, or backcharge the DBE to the extent it may deem advisable to protect the District on account of: (i) prior to Substantial Completion, if Contractor fails to correct defective Work or Work not in conformity with the requirements of the Contract Documents which is not remedied within a reasonable amount of time after Contractor's receipt of written notice from District specifying same; (ii) so long as District has made all undisputed payments when due and payable, and subject to Section 8.2.8 of these General Conditions, failure of the DBE to make payments when due Subcontractors or Material Suppliers for materials or labor within a reasonable amount of time after Contractor's receipt of written notice from District specifying same; (iii) so long as District has made all undisputed payments to DBE when due and payable, claims filed by Subcontractors, laborers, Material Suppliers, or others performing any portion of the Work under the Contract Documents for which the District may be liable or responsible including, without limitation, Stop Notice Claims filed with the District pursuant to California Civil Code §3179 et seq.; (iv) tax demands filed against DBE in relation to the Work in accordance with California Government Code §12419.4; (v) any undisputed amounts due from the DBE to the District under the terms of the Contract Documents; (vi) violations of the obligations of the DBE or any Subcontractor relating to the employment of labor in connection with the Work (including without limitation, delinquent submission of Certified Payroll Records or the submission of inadequate Certified Payroll Records); or (vii) the DBE's failure to perform any of its obligations under the Contract Documents, its default under the Contract Documents (after expiration of any express cure period). In addition to the foregoing, the District shall not be obligated to process any Application for Progress Payment or Final Payment, nor shall DBE be entitled to any Progress Payment or Final Payment so long as any lawful or proper direction concerning the Work or the performance thereof or any portion thereof, given by the District Project Manager or the Project Inspector or any public authority having jurisdiction over the Work, or any portion thereof, shall not be fully and completely complied with by the DBE. When the District is reasonably satisfied that the DBE has remedied any such deficiency, payment shall be made of the amount withheld.

8.4. Payments to Subcontractors. So long as District has made all undisputed payments to DBE when due and payable, DBE shall pay all Subcontractors for and on account of Work of the Contract (that is subject to such undisputed payments) performed by such Subcontractors in accordance with the terms of their respective subcontracts and as provided for pursuant to California Public Contract Code §10262, the provisions of which are deemed incorporated herein by this reference. In the event of the DBE's failure to make payment to Subcontractors in conformity with California Public Contract Code §10262, the provisions of California Public Contract Code §10253 shall apply; by this reference, the provisions of California Public Contract Code §10253

are incorporated herein in its entirety, except that the references in said Section 10253 to “the director” shall be deemed to refer to the District. Retention withheld by the DBE from a progress payment due from the DBE to a Subcontractor shall not exceed the retention withheld by the District from the DBE under the Contract Documents. The DBE shall timely make payment of retention due Subcontractors in accordance with Public Contract Code §7107.

9. CHANGES

9.1. Changes in the Work. The District may, without directing or authorizing a Change to the Work, request that the DBE provide a proposal for adjustment of the Contract Time and/or the Contract Price, in connection with a Change being considered by the District (“Request for Proposal”). Unless otherwise expressly provided in a Request for Proposal issued on behalf of the District to the DBE, the DBE shall respond to each Request for Proposal within ten (10) days of the issuance thereof. If the DBE fails or refuses to respond to a Request for Proposal within said ten (10) days and the District elects to proceed with the potential Change noted in a Request for Proposal, the District reserves the right to issue a Unilateral Change Order based on a time and materials basis and the Contract Price and Contract Time shall be subject to an Equitable Adjustment. Notwithstanding the foregoing, under no circumstances shall DBE be required to execute the Work described in a Unilateral Change Order that would (i) in the aggregate result in a twenty percent (20%) or larger increase in the Contract Price, (ii) at the reasonable discretion of DBE, require DBE to perform work beyond its ability, skills, experience or capacity, or (iii) reduce the system size (in kW), unless such reduction is required by a governmental authority or the Local Utility.

9.2. DBE Submittal of Data. Within ten (10) days after receipt of a written Change Directive, the DBE shall submit to the District Project Manager, a detailed written statement setting forth the general nature of the Change, the amount of any adjustment to the Contract Price and impact to the then current Construction Schedule on account thereof, properly itemized and supported by a detailed Construction Schedule analysis and sufficient substantiating data to permit evaluation of the same, and the extent of adjustment of the Contract Time, if any, required by such Change. No claim or adjustment to the Contract Price or the Contract Time shall be allowed if not asserted by the DBE in strict conformity herewith or if asserted after Final Payment is made under the Contract Documents.

9.3. Adjustment to Contract Price and Contract Time on Account of Changes to the Work.

9.3.1. Adjustment to Contract Price. Adjustments to the Contract Price due to Changes in the Work shall be determined by application of one of the following methods, in the following order of priority:

9.3.1.1. Mutual Agreement. Upon request of the District Project Manager, the DBE shall provide a detailed estimate of increase or decrease in costs directly associated with performance of the Change along with cost breakdowns of the components of the Change and supporting data and documentation in a format detailed in alignment with Article 9.3.1.2 below. The DBE’s estimate of increase or decrease in costs pursuant to the foregoing, if requested, shall be in sufficient detail and in such form as to allow the District Project Manager, the District, and the Project Inspector to review and assess the completeness and accuracy thereof. The DBE shall at a

minimum provide for all submitted proposed cost proposals: all referenced documents related to the proposed change (i.e. RFI, Construction Directive, Field Directive, Bulletin, District Project Manager's Supplemental Information (ASI), etc.); specific Drawings and Details; specific Specifications Section and paragraph; complete quantities, labor man-hours, hourly rates; and, material supplier quotations. Lump sum proposed cost proposals will not be accepted.

9.3.1.2. Adjustment of Contract Price Based on Labor and Materials. If mutual agreement of the adjustment of the Contract Price on account of a Change is not reached, adjustment of the Contract Price for such a Change shall be determined by the following:

9.3.1.2.1. Labor. DBE shall be compensated for the costs of labor actually and directly utilized in the performance of the Change. Such labor costs shall be limited to field labor for which there is a prevailing wage rate classification. Wage rates for labor shall not exceed the prevailing wage rates in the locality of the Site and shall be in the labor classification(s) necessary for the performance of the Change. Use of a labor classification which would increase labor costs associated with any Change shall not be permitted. Labor costs shall exclude costs incurred by the DBE in preparing estimate(s) of the costs of the Change, in the maintenance of records relating to the costs of the Change, coordination and assembly of materials and information relating to the Change or performance thereof, or the costs of supervision, including costs/salaries of the DBE's and Subcontractor(s)' superintendents and non-labor foremen and other overhead and general conditions costs associated with the Change or performance thereof.

9.3.1.2.2. Fringe Benefits, Payroll Taxes and Labor Burdens. The DBE or Subcontractor may adjust the prevailing wage rate for allowable labor costs to reflect fringe benefits, payroll taxes and labor burdens actually incurred by DBE and provided to such field labor directly engaged in performing a Change if the prevailing wage rate for field labor does not include such cost factors.

9.3.1.2.3. Excluded Labor Costs. The Contract Price adjustment for labor costs on account of a Change shall exclude costs: (i) for preparing estimate(s) of the costs of the Change; (ii) to maintain records relating to the costs of the Change; (iii) for coordination and assembly of materials and information relating to the Change or performance thereof; (iv) to supervise, coordinate or manage the Work of a Change; or (v) any other general administrative overhead or general conditions costs associated with the Change or performance thereof as such costs are incorporated into the overhead and general conditions mark-up costs set forth in Article 9.3.1.2.6 below.

9.3.1.2.4. Materials and Equipment. DBE shall be compensated for the costs of materials and equipment necessarily and actually used or consumed in connection with the performance of Changes. Costs of materials and equipment may include reasonable costs of transportation from a source closest to the site of the Work and delivery to the Site. If discounts by Material Suppliers are available for

materials necessarily used in the performance of Changes, they shall be credited to the District. If materials and/or equipment necessarily used in the performance of Changes are obtained from a supplier or source owned in whole or in part by the DBE, compensation therefor shall not exceed the current wholesale price for such materials or equipment. If the DBE fails to provide satisfactory evidence of the actual costs of such materials and/or equipment from its supplier or vendor of the same, the costs of such materials and/or equipment and the District's obligation for payment of the same shall be limited to the then lowest wholesale price at which similar materials and/or equipment are available in the quantities required to perform the Change. The District may elect to furnish materials and/or equipment for Changes to the Work, in which event the DBE shall not be compensated for the costs of furnishing such materials and/or equipment or any mark-up thereon.

9.3.1.2.5. Construction Equipment. DBE shall be compensated for the actual cost of the necessary and direct use of Construction Equipment in the performance of Changes to the Work. Use of such Construction Equipment in the performance of Changes to the Work shall be compensated in increments of fifteen (15) minutes. Rental time for Construction Equipment moved by its own power shall include time required to move such Construction Equipment to the site of the Work from the nearest available rental source of the same. If Construction Equipment is not moved to the Site by its own power, DBE will be compensated for the loading and transportation costs in lieu of rental time. The foregoing notwithstanding, neither moving time or loading and transportation time shall be allowed if the Construction Equipment is used for performance of any portion of the Work other than Changes to the Work. Unless prior approval in writing is obtained by the DBE from the District Project Manager, the Project Inspector and the District, no costs or compensation shall be allowed for time while Construction Equipment is inoperative, idle or on standby, for any reason. The DBE shall not be entitled to an allowance or any other compensation for Construction Equipment or tools used in the performance of Changes to the Work where such Construction Equipment or tools have a replacement value of one thousand dollars (\$1,000.00) or less. Construction Equipment costs claimed by the DBE in connection with the performance of any Change to the Work shall not exceed rental rates established by distributors or construction equipment rental agencies in the locality of the Site; any costs asserted which exceed such rental rates shall not be allowed or paid. Unless otherwise specifically approved in writing by the District Project Manager, the Project Inspector and the District, the allowable rate for the use of Construction Equipment in connection with Changes to the Work shall constitute full compensation to the DBE for the cost of rental, fuel, power, oil, lubrication, supplies, necessary attachments, repairs or maintenance of any kind, depreciation, storage, insurance, labor (exclusive of labor costs of the Construction Equipment operator), and any all other costs incurred by the DBE incidental to the use of such Construction Equipment.

9.3.1.2.6. Mark-up on Costs of Changes to the Work. In determining the cost to the District and the extent of increase to the Contract Price resulting from a Change adding to the Work, the allowance for mark-ups on the costs of the Change for all overhead (including home office and field overhead), general conditions costs and profit associated with the Change shall not exceed the percentage set forth in Section 6 of the Agreement, regardless of the number of Subcontractors, of any tier, performing any portion of any Change to the Work. If a Change to the Work reduces the Contract Price, no profit, general conditions or overhead costs shall be paid by the District to the DBE for the reduced or deleted Work. In such event, the adjustment to the Contract Price shall be the actual cost reduction realized by the reduced or deleted Work multiplied by the percentage set forth in the Contract Documents for mark-ups on the cost of a Change adding to the scope of the Work.

9.3.1.2.7. DBE Maintenance of Records. In the event that DBE shall be directed to perform any Changes to the Work pursuant to Article 9.1 or 9.2 of these General Conditions, or should the DBE encounter conditions which the DBE, pursuant to Article 9.3 of these General Conditions, believes would obligate the District to adjust the Contract Price and/or the Contract Time, DBE shall maintain detailed records itemizing each element of costs along with substantiating evidence of costs incurred on a daily basis. Such records shall include without limitation hourly records for labor and Construction Equipment and itemized records of materials and equipment used that day in connection with the performance of any Change to the Work. In the event that more than one Change to the Work is performed by the DBE in a calendar day, DBE shall maintain separate records of labor, Construction Equipment, materials and equipment for each such Change. In the event that any Subcontractor, of any tier, shall provide or perform any portion of any Change to the Work, DBE shall require that each such Subcontractor maintain records in accordance with this Article. Each daily record maintained hereunder shall be signed by DBE's Superintendent or DBE's authorized representative; such signature shall be deemed DBE's representation and warranty that all information contained therein is true, accurate, complete and relate only to the Change referenced therein. All records maintained by a Subcontractor, of any tier, relating to the costs of a Change to the Work shall be signed by such Subcontractor's authorized representative or Superintendent. All records maintained hereunder shall be subject to inspection, review and/or reproduction by the District, the District Project Manager or the Project Inspector upon request. In the event that DBE shall fail or refuse, for any reason, to maintain or make available for inspection, review and/or reproduction such records and the adjustment to the Contract Price on account of any Change to the Work is determined pursuant to this Article, the District's reasonable good faith determination of the extent of adjustment to the Contract Price on account of such Change shall be final, conclusive, dispositive and binding upon DBE. DBE's obligation to maintain records

hereunder is in addition to, and not in lieu of, any other DBE obligation under the Contract Documents with respect to Changes to the Work.

9.3.2. Adjustment to Contract Time. In the event of any Change(s) to the Work pursuant to this Article 9, the Contract Time shall be equitably extended or reduced by Change Order to take into account the period of time reasonably necessary to perform such Change and may also require an extension of the Contract Time. If completion of the Work is delayed by causes for which the District is responsible and the delay is unreasonable under the circumstances involved, and not within the contemplation of the DBE and the District at the time of execution of the Agreement, the DBE shall not be precluded from the recovery of damages arising therefrom.

9.4. Change Orders. If the District approves of a Change, a written Change Order prepared by the District Project Manager on behalf of the District shall be forwarded to the DBE describing the Change and setting forth the adjustment to the Contract Time and the Contract Price, if any, on account of such Change. All Change Orders must be executed by both parties to be effective and shall be in full payment and final settlement of all claims for direct, indirect and consequential costs, including without limitation, costs of delays or cost impacts related to, or arising out of, items covered and affected by the Change Order, as well as any adjustments to the Contract Time. Any cost or time related claim or item relating to any Change incorporated into a Change Order not presented by the DBE for inclusion in the Change Order shall be deemed waived. The DBE shall execute the Change Order prepared pursuant to the foregoing. Once the Change Order has been prepared and forwarded to the DBE for execution, the DBE shall not modify or amend the form or content of such Change Order, or any portion thereof. The DBE's attempted or purported modification or amendment of any such Change Order, without the prior approval of the District, shall not be binding upon the District; any such unapproved modification or amendment to such Change Order shall be null, void and unenforceable. Unless otherwise expressly provided for in the Contract Documents or in the Change Order, any Change Order issued hereunder shall be binding upon the District only upon action of the District's Board of Trustees approving and ratifying such Change Order.

9.5. DBE Notice of Changes. If the DBE should claim that any instruction, request, action, condition, omission, default, or other situation obligates the District to increase the Contract Price or to extend the Contract Time, the DBE shall notify the District Project Manager and the Project Inspector in writing, of such claim within ten (10) days from the date of its actual notice of the factual basis supporting the same. The District shall consider any such claim of the DBE only if sufficient supporting documentation is submitted with the DBE's notice to the District Project Manager and the Project Inspector. Time is of the essence in DBE's written notice pursuant to the preceding sentence so that the District can promptly investigate and consider alternative measures to the address such instruction, request, action, condition, omission, default or other situation. Accordingly, DBE acknowledges that its failure, for any reason, to give written notice (with sufficient supporting documentation to permit the District's review and evaluation) within ten (10) days of its actual knowledge of any instruction, request, action, condition, omission, default or other situation for which the DBE believes there should an adjustment of the Contract Time or the Contract Price shall be deemed DBE's waiver, release, discharge and relinquishment of any right to assert or claim any entitlement to an adjustment of the Contract Time or the Contract Price on account of any such instruction, request, action, condition,

omission, default or other situation. In the event that the District determines that the Contract Price or the Contract Time are subject to adjustment based upon the events, circumstances and supporting documentation submitted with the DBE's written notice under this Article 9.5, any such adjustment shall be determined in accordance with the provisions of Article 9.3. of these General Conditions.

9.6. Reserved.

9.7. Unilateral Change Order. A Unilateral Change Order is a written Change Order issued by or on behalf of the District before the DBE and District have agreed on the extent of adjustment of the Contract Time or the Contract Price relating to the Change reflected in a Unilateral Change Order. A Unilateral Change Order shall describe the scope and nature of the Change and (i) the Contract Price shall be increased on a time and materials basis and and (ii) the Contract Time shall be subject to an Equitable Adjustment. The District shall forward to the DBE a copy of the Unilateral Change Order (for information only) at least five (5) days prior to the date of the District's Board of Trustees' meeting to review and consider approval of the Unilateral Change Order. Any Unilateral Change Order issued hereunder shall be binding upon the District and DBE upon action of the District's Board of Trustees to ratify or approve such Unilateral Change Order. The DBE retains rights under the Disputes Claims resolution procedures set forth in Article 15.11 of the General Conditions in connection with any such unilateral change orders.

9.8. Emergencies. In an emergency affecting the safety of life, or of the Work, or of property, the DBE, without special instruction or prior authorization from the District, the District Project Manager or the Project Inspector, is permitted to act at its discretion to prevent such threatened loss or injury. Any compensation claimed by the DBE on account of such emergency work shall be submitted and determined in accordance with Article 9 of these General Conditions.

9.9. Minor Changes in the Work. The District Project Manager may order minor Changes in the Work not involving an adjustment in the Contract Price, Approved Construction Schedule or the Contract Time and not inconsistent with the intent of the Contract Documents. Such Changes shall be effected by written order and shall be binding on the District and the DBE. The DBE shall carry out such orders promptly.

9.10. Unauthorized Changes. Any Work beyond the extent of Work shown on the Contract Documents, or any extra Work performed or provided by the DBE without notice to the District and the Project Inspector in the manner and within the time set forth in Articles 9.2 or 9.3 of these General Conditions shall be considered unauthorized and at the sole expense of the DBE. Work so done will not be measured or paid for, no extension to the Contract Time will be granted on account thereof and any such Work may be ordered removed at the DBE's sole cost and expense. The failure of the District to direct or order removal of such Work shall not constitute acceptance or approval of such Work nor relieve the DBE from any liability on account thereof.

10. TESTS AND INSPECTIONS

10.1. Tests; Inspections; Observations.

10.1.1. DBE's Notice. If the Contract Documents, the Laws or any public authority with jurisdiction over any portion of the Work requires the Work, or any portion thereof,

to be specially tested, inspected or approved, the DBE shall give the District Project Manager and the Project Inspector written notice of the readiness of such Work for observation, testing or inspection at least two (2) working days prior to the time for the conducting of such test, inspection or observation. If inspection, testing or observation is by authority other than the District, the DBE shall inform the Project Inspector not less than two (2) working days prior to the date fixed for such inspection, test or observation. The DBE shall not cover up any portion of the Work subject to tests, inspections or observations prior to the completion and satisfaction of the requirements of such test, inspection or observation. In the event that any portion of the Work subject to tests, inspections or approvals is covered up by DBE prior to completion and satisfaction of the requirements of such tests, inspections or approvals, DBE shall be responsible for the uncovering of such portion of the Work as is necessary for performing such tests, inspections or approvals without adjustment of the Contract Price or the Contract Time on account thereof.

10.1.2. Cost of Tests and Inspections. The District will pay for fees, costs and expenses for the initial tests/inspections of materials/equipment forming a part of the Work which are conducted at a location within a one hundred (100) mile radius of the Site. All fees, costs or expenses for subsequent tests/inspections or for tests/inspections conducted at a location situated more than a one hundred (100) mile radius from the Site (including without limitation, travel and travel-related expenses) shall be borne solely and exclusively by the DBE (except for tests/inspections related to the fabrication, manufacture or processing of steel). The District may deduct such fees, costs or expenses from any portion of the Contract Price then or thereafter due the DBE.

10.1.3. Testing/Inspection Laboratory. The District shall select duly qualified person(s) or testing laboratory(ies) to conduct the tests and inspections to be paid for by the District and required by the Contract Documents. Tests and inspections required of the Work shall be as set forth in the Contract Documents and as required by the Laws. Test/inspection standards shall be as set forth in the Contract Documents or established by the Laws. Where inspection or testing is to be conducted by an independent laboratory or testing agency, materials or samples thereof shall be selected by the laboratory, testing agency, the Project Inspector, or the District Project Manager and not by the DBE.

10.1.4. Additional Tests, Inspections and Approvals. If the District Project Manager, the Project Inspector or public authorities having jurisdiction over the Work determine that portions of the Work require additional testing, inspection or approval, the District Project Manager will instruct the DBE to make arrangements for such additional testing, inspection or approval by an entity acceptable to the District. The DBE shall give timely notice to the Project Manager, the Project Inspector of when and where tests and inspections are to be made so the District Project Manager and the Project Inspector and the AOR may observe such procedures. The District shall bear the costs of such additional tests, inspections or approvals, except to the extent that such additional tests, inspections or approvals reveal any failure of the Work to comply with the requirements of the Contract Documents, in which case the DBE shall

bear all costs made necessary by such failures, including without limitation, the costs of corrections, repeat tests, inspections or approvals and the costs of the District Project Manager or the District's consultants in connection therewith.

10.2. Delivery of Certificates. Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the DBE and promptly delivered to the District Project Manager.

10.3. Timeliness of Tests, Inspections and Approvals. Tests or inspections required and conducted pursuant to the Contract Documents shall be made or arranged by DBE to avoid delay in the progress of the Work.

11. UNCOVERING AND CORRECTION OF WORK

11.1. Observation of the Work.

11.1.1. Access to the Work. All Work and all materials and equipment forming a part of the Work or incorporated into the Work are subject to observation by the Project Manager, the District and the Project Inspector for conformity with the Contract Documents. The DBE shall, at its cost and without adjustment to the Contract Price or the Contract Time, furnish any facilities necessary for sufficient and safe access to the Work for purposes of observation by the District Project Manager, the District, the Project Inspector, DSA or any other public or quasi-public authority with jurisdiction over the Work or any portion thereof.

11.1.2. Limitations Upon Observations. Inspections, tests, measurements, or other acts of the District, the District Project Manager and the Project Inspector hereunder are for the sole purpose of assisting them in determining that the Work, materials, equipment, progress of the Work, and quantities generally comply and conform with the requirements of the Contract Documents. These acts or functions shall not relieve the DBE from performing the Work in full compliance with the Contract Documents. No observation by the District Project Manager or the Project Inspector shall constitute or imply acceptance of Work inspected. Observation of the Work hereunder is in addition to, and not in lieu of, any other testing, inspections or approvals of the Work required under the Contract Documents.

11.2. Uncovering of Work. If any portion of the Work is covered contrary to the request of the District Project Manager the Project Inspector or the requirements of the Contract Documents, it must, if required by the District Project Manager, or the Project Inspector, be uncovered for observation by the District Project Manager, and/or the Project Inspector and be replaced at the DBE's expense without adjustment of the Contract Time or the Contract Price.

11.3. Rejection of Work. Prior to Substantial Completion, any Work or materials or equipment forming a part of the Work or incorporated into the Work which is defective or not in conformity with the Contract Documents may be rejected by the District Project Manager or the Project Inspector and the DBE shall correct such rejected Work without any adjustment to the Contract Price or the Contract Time, even if the Work, materials or equipment have been previously observed by the District Project Manager or the Project Inspector or even if they failed to observe the defective or non-conforming Work, materials or equipment.

- 11.4. Correction of Work.** A material obligation of the DBE is its prompt correction of any portion of the Work rejected by the District, the District Project Manager or the Project Inspector for failing to conform to the requirements of the Contract Documents, or which is determined by them to be defective, observed before Substantial Completion and whether or not fabricated, installed or completed. The DBE shall bear all costs of correcting such rejected Work, including additional testing and inspections and compensation for the services of the District Project Manager and/or the Project Inspector and other expenses made necessary thereby. The DBE shall bear all costs of correcting destroyed or damaged construction, whether completed or partially completed, of the District or separate contractors, caused by the DBE's correction or removal of Work which is not in accordance with the requirements of the Contract Documents, or which is defective. If the DBE fails or refuses to undertake and complete corrective measures in strict conformity with these provisions, the Performance Bond Surety shall be liable to the District for performing and completing necessary corrective measures or the costs thereof.
- 11.5. Removal of Non-Conforming or Defective Work.** The DBE shall, at its sole cost and expense, remove from the Site all portions of the Work which are defective or are not in accordance with the requirements of the Contract Documents which are neither corrected by the DBE nor accepted by the District.
- 11.6. Failure of DBE to Correct Work.** If the DBE fails to commence to correct defective or non-conforming Work within three (3) business days of notice by or on behalf of the District of such condition and promptly thereafter complete the same within a reasonable time, the District may correct it in accordance with the Contract Documents. If the DBE does not proceed with correction of such defective or non-conforming Work within the time fixed herein, the District may remove it and store the salvable materials or equipment at the DBE's expense. If the DBE does not pay costs of such removal and storage after written notice, the District may sell such materials or equipment at auction or at private sale and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the DBE, including without limitation compensation for attorney's fees and other expenses made necessary thereby. If such proceeds of sale do not cover costs which the DBE should have borne, the Contract Price shall be reduced by the deficiency. If payments of the Contract Price then or thereafter due the DBE are not sufficient to cover such amount, the DBE and the Surety shall promptly pay the difference to the District.
- 11.7. Acceptance of Defective or Non-Conforming Work.** The District may, in its sole and exclusive discretion, elect to accept Work which is defective or which is not in accordance with the requirements of the Contract Documents, instead of requiring its removal and correction, in which case the Contract Price shall be reduced as appropriate and equitable.

12. WARRANTIES

- 12.1. Workmanship and Materials.** The DBE warrants to the District that all materials and equipment furnished under the Contract Documents shall be new, of good quality, free from faults and defects and in conformity with the requirements of the Contract Documents (the "Warranty") for a period of one (1) year from Substantial Completion (the "Warranty Period"). If required by the District Project Manager, the Project Inspector or the District, the DBE shall furnish satisfactory evidence as to the kind and quality of materials and equipment incorporated into the Work. Any Work, or portion thereof not conforming to these

requirements, including substitutions or alternatives not properly approved in accordance with the Contract Documents may be deemed defective. Where there is an approved substitution of, or alternative to, material or equipment specified in the Contract Documents, the DBE warrants to the District that such installation, construction, material, or equipment will equally perform the function and have the quality of the originally specified material or equipment. The DBE expressly warrants the merchantability, the fitness for use, and quality of all substitute or alternative items in addition to any warranty given by the manufacturer or supplier of such item.

- 12.2. Warranty Work.** If during the Warranty Period any of the Work is found to be defective or not in accordance with the requirements of the Contract Documents, or otherwise contrary to the warranties contained in the Contract Documents, the DBE shall, at its option, either repair or replace any Defective Work at its own expense. Such repair or replacement shall be District's exclusive remedy for breach of the Warranty. DBE shall commence all necessary corrective action, including informing the appropriate subcontractor in writing, not more than seven (7) days after receipt of a written notice from the District to do so, and to thereafter diligently complete the same. In the event that DBE shall fail or refuse to commence correction of any such item within said seven (7) day period or to diligently prosecute such corrective actions to completion, the District may, without further notice to DBE, cause such corrective Work to be performed and completed. In such event, DBE and DBE's Performance Bond Surety shall be responsible for all costs in connection with such corrective Work. Neither the District's Final Acceptance, the making of Final Payment, any provision in Contract Documents, nor the use or occupancy of the Work, in whole or in part, by District shall constitute acceptance of Work not in accordance with the Contract Documents nor relieve the DBE or the DBE's Performance Bond Surety from liability with respect to any warranties or responsibility for faulty or defective Work or materials, equipment and workmanship incorporated therein. Additionally, the modules, inverters and racking system shall be covered by manufacturer warranties that comply with the requirements of this Agreement. Notwithstanding anything else in this Agreement, the Warranty shall not apply to, and DBE shall have no obligations hereunder with respect to, any defect caused by: (i) a failure by District or its representatives, agents or contractors to maintain the Work in accordance with those standards of construction, workmanship, equipment and components utilized or employed at facilities of similar type and scope located in the United States of America with such modifications as are reasonably required for the prudent operation, maintenance or development of the Project or in accordance with the recommendations set forth in the applicable user manuals; (ii) operation of the Work by District or its representatives, agents or contractors in excess of or outside of the operating parameters or specifications for such Work as set forth in the applicable user manuals; (iii) normal degradation, wear and tear; (iv) any event that constitutes a Force Majeure; (v) alterations or repairs made to the Work, or to any part of the Work or associated wiring and parts without DBE's prior written approval; (vi) the failure of any part, material or equipment, if (A) the manufacturer of the part, material or equipment is unable or unwilling to honor its product warranty to District within the timeframe specified in such product warranty or, if not specified, a reasonable timeframe; (B) the warranty for such part, material or equipment has expired; or (C) the part, material or equipment did not benefit from a manufacturer's warranty, and in each case District does not remedy by replacement of the part, material or equipment at its own expense; (vii) damage to

the Work or Site not caused directly or indirectly by DBE or its Subcontractors; or (viii) DBE's compliance with a specific written direction from District if, prior to implementing such direction, DBE reasonably advised District that District's written direction would so affect the Warranty.

EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, DBE DOES NOT MAKE ANY OTHER EXPRESS WARRANTIES OR REPRESENTATIONS, OR ANY IMPLIED WARRANTIES OR REPRESENTATIONS, OF ANY KIND WHATEVER RELATING EITHER TO THIS AGREEMENT OR THE SERVICES, OR MATERIALS TO BE SUPPLIED BY DBE UNDER THIS AGREEMENT OR TO THE PROJECT, INCLUDING (WITHOUT LIMITATION) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH OTHER WARRANTIES AND REPRESENTATIONS ARE HEREBY DISCLAIMED.

12.3. Survival of Warranties. The provisions of this Article 12 shall survive the DBE's completion of Work under the Contract Documents, the District's Final Acceptance or the termination of the Contract.

13. SUSPENSION OF WORK

13.1. District's Right to Suspend Work. The District may, without cause, and without invalidating or terminating the Contract, order the DBE, in writing, to suspend, delay or interrupt the Work in whole or in part for such period of time as the District may determine. When all or a portion of the Work is to be suspended for any reason, the DBE and each Subcontractor shall cover over, and securely fasten down all coverings, to protect the Work. The DBE shall resume and complete the Work suspended by the District in accordance with the District's directive, whether issued at the time of the directive suspending the Work or subsequent thereto.

13.2. Adjustments to Contract Price and Contract Time. In the event the District shall order suspension of the Work which is not caused or required by fault or neglect of the DBE, an adjustment shall be made to the Contract Price for increases in the direct cost of performance of the Work of the Contract Documents, actually caused by suspension, delay or interruption ordered by the District, including all expenses incurred associated with the suspension and resumption of the Work, including all demobilization and remobilization expenses. If District suspends the Work for more than one hundred eighty (180) days, DBE may terminate this Agreement by giving written notice to District and District will pay an early termination charge equal to the sum of: (i) DBE's Direct Costs for the Work performed through the effective date of termination, increased by the DBE's Overhead and Profit with respect to such completed Work, less any amounts previously paid to DBE under this Agreement; and (ii) DBE reasonable costs and expenses for demobilization (collectively, the "Early Termination Charge") if applicable. In the event of the District's suspension of the Work, the Contract Time shall be equitably adjusted. Furthermore, the license granted pursuant to Section 16.1.2 of these General Conditions shall be limited to the stage of project completion.

14. TERMINATION

14.1. Termination for Cause.

14.1.1. District's Right to Terminate. The District may terminate the Contract upon the occurrence of any one or more of the following events of the DBE's default: (i) if Substantial Completion of the Work has not occurred by the date that DBE has paid liquidated damages

in an amount equal to the LD Cap; (ii) if the DBE becomes bankrupt or insolvent, or makes a general assignment for the benefit of creditors, or if the DBE or a third party files a petition to reorganize or for protection under any bankruptcy or similar laws, or if a trustee or receiver is appointed for the DBE or for any of the DBE's property on account of the DBE's insolvency, and the DBE or its successor in interest does not provide adequate assurance of future performance in accordance with the Contract Documents within ten (10) days of receipt of a request for such assurance from the District; (iii) if the DBE repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment and fails to remedy same within fifteen (15) days after its receipt of District's written notice of same; (iv) so long as District has made all undisputed payments when due and payable, if the DBE repeatedly fails to make prompt payments to any Subcontractor, of any tier, or Material Suppliers or others for labor, materials or equipment; (v) if the DBE disregards the Laws or the requirements of any public entity having jurisdiction over any portion of the Work and fails to remedy same within fifteen (15) days after its receipt of District's written notice of same; (vi) if the DBE disregards proper directives of the District Project Manager, or the Project Inspector or District under the Contract Documents and fails to remedy same within fifteen (15) days after its receipt of District's written notice of same; (vii) if the DBE performs Work which deviates from the Contract Documents and neglects or refuses to correct such Work and fails to remedy same within fifteen (15) days after its receipt of District's written notice of same; or (viii) if the DBE otherwise violates in any material way any provisions or requirements of the Contract Documents and fails to remedy same within fifteen (15) days after its receipt of District's written notice of same. Once the District determines that sufficient cause exists to justify the action, the District may terminate the Contract without prejudice to any other right or remedy the District may have, after giving the DBE and the Surety at least seven (7) days advance written notice of the effective date of termination. The District shall have the sole discretion to permit the DBE to remedy the cause for the termination (after the expiration of the express cure periods set forth above) without waiving the District's right to terminate the Contract, or otherwise waiving, restricting or limiting any other right or remedy of the District under the Contract Documents or the Laws.

14.1.2. District's Rights Upon Termination. In the event that the Contract is terminated pursuant to this Article 14.1, the District may take over the Work and prosecute it to completion, by contract or otherwise, and may exclude the DBE from the Site. In exercising the District's right to prosecute the completion of the Work, the District may also take possession of all materials and equipment stored at the site of the Work or elsewhere for which the District has paid the DBE, and finish the Work as the District deems expedient. In exercising the District's right to prosecute the completion of the Work, the District shall have the right to exercise its sole discretion as to the manner, methods, and reasonableness of the costs of completing the Work, and while any costs subject to Section 14.1.5 of these General Conditions must be reasonable, the District shall not be required to obtain the lowest figure for completion of the Work. In the event that the District takes bids for remedial Work or completion of the Work, the DBE shall not be eligible for the award of such contract(s).

14.1.3. Completion by the Surety. In the event that the Contract is terminated pursuant to this Article 14.1, the District may demand that the Surety take over and complete the DBE's

obligation under the Contract Documents. The District may require that in so doing, the Surety not utilize the DBE in performing and completing the Work. Upon the failure or refusal of the Surety to take over and begin completion of the Work within twenty (20) days after demand therefor, the District may take over the DBE's obligations under the Contract Documents and prosecute them to completion as provided for above.

14.1.4. Assignment and Assumption of Subcontracts. Upon District's termination of DBE pursuant to Section 14.1.1 of these General Conditions, the District shall, in its sole and exclusive discretion, have the option of requesting the AOR, any Subcontractor or Material Supplier to perform in accordance with its Subcontract or Purchase Order with the DBE and to have the Subcontract or Purchase Order assigned to the District or such other person or entity selected by the District to complete the DBE's obligations under the Contract Documents.

14.1.5. Costs of Completion. In the event of termination under this Article 14.1, the DBE shall not be entitled to receive any further payment of the Contract Price until the DBE's obligations under the Contract Documents are completed. If the unpaid balance of the Contract Price as of the date of termination exceeds the District's reasonable, actual and direct costs and expenses for completing the Work, including without limitation, reasonable attorneys' fees and reasonable compensation for additional professional and consultant services, such excess shall be used to pay the DBE for the cost of the Work performed prior to the effective date of termination with a reasonable allowance for overhead and profit. If the District's costs and expenses to complete the Work exceed the unpaid Contract Price, the DBE and the Surety shall be jointly and severally liable to the District for such excess amount. Payments made or due pursuant to the preceding shall not operate to limit, restrict, waive or modify any other rights or remedies of the District under the Contract Documents or the Laws arising out of the causes for the District's exercise of the default termination remedy under this Article 14.1.

14.1.6. DBE Responsibility for Damages. The DBE and the Surety shall be liable for all direct damage sustained by the District resulting from, in any manner, the termination of Contract under this Article 14.1, including without limitation, attorneys' fees, and for all costs necessary for completion of the DBE's obligations under the Contract Documents which exceed the Contract Price.

14.1.7. Conversion to Termination for Convenience. In the event the Contract is terminated under this Article 14.1, and it is determined, for any reason, that the DBE was not in default under the provisions hereof, the termination shall be deemed a Termination for Convenience of the District and thereupon, the rights and obligations of the District and the DBE shall be determined in accordance with Article 14.2 of the General Conditions hereof.

14.1.8. District's Rights Cumulative. In the event the Contract is terminated pursuant to this Article 14.1, the termination shall not affect or limit any rights or remedies of the District against the DBE or the Surety. The rights and remedies of the District under this Article 14.1 are in addition to, and not in lieu of, any other rights and remedies provided by the Laws or under the Contract Documents. Any retention or payment of monies to the DBE by the District shall not be deemed to release the DBE or the Surety from any liability hereunder.

- 14.2. Termination for Convenience of the District.** The District may at any time, in its sole and exclusive discretion, by written notice to the DBE, terminate the Contract, in whole or in part, when it is in the interest of, or for the convenience of, the District. In such case, District shall pay to DBE and DBE shall be entitled to, the Early Termination Charge and the license granted pursuant to Section 16.1.2 of these General Conditions shall be limited to the stage of project completion.
- 14.3. DBE's Right to Terminate.** DBE may terminate the Contract upon the occurrence of any one or more of the following events of District's default: (i) if the District becomes bankrupt or insolvent, or makes a general assignment for the benefit of creditors, or if the District or a third party files a petition to reorganize or for protection under any bankruptcy or similar laws, or if a trustee or receiver is appointed for the District or for any of the District's property on account of the District's insolvency, and the District or its successor in interest does not provide adequate assurance of future performance in accordance with the Contract Documents within ten (10) days of receipt of a request for such assurance from DBE; (ii) District fails to make any undisputed payment to DBE when due pursuant to the terms of this Agreement, and District fails to remedy same within thirty (30) Days after its receipt of written notice from DBE of the occurrence or existence of such failure. Once DBE determines that sufficient cause exists to justify the action, DBE shall have the right to terminate the Agreement by giving written notice of termination to the District.
- 14.4. DBE's Rights upon Termination.** In the event that the Contract is terminated pursuant to Article 14.3 above, DBE may invoice the District, and District shall pay, the Early Termination Charge, and the license granted pursuant to Section 16.1.2 of these General Conditions shall be limited to the stage of project completion.

15. MISCELLANEOUS

- 15.1. Governing Law.** This Contract shall be governed by and interpreted in accordance with the laws of the State of California.
- 15.2. Marginal Headings; Interpretation.** The titles of the various Articles of these General Conditions and elsewhere in the Contract Documents are used for convenience of reference only and are not intended to, and shall in no way, enlarge or diminish the rights or obligations of the District or the DBE and shall have no effect upon the construction or interpretation of the Contract Documents. The Contract Documents shall be construed as a whole in accordance with their fair meaning and not strictly for or against the District or the DBE.
- 15.3. Successors and Assigns.** Except as otherwise expressly provided in the Contract Documents, all terms, conditions and covenants of the Contract Documents shall be binding upon, and shall inure to the benefit of the District and the DBE and their respective heirs, representatives, successors-in-interest and assigns.
- 15.4. Cumulative Rights and Remedies; No Waiver.** Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not in lieu of or otherwise a limitation or restriction of duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the District shall constitute a waiver of a right or remedy afforded it under the Contract Documents or at law nor shall such an action or failure to act constitute approval of or acquiescence in a breach hereunder, except as may

be specifically agreed in writing.

- 15.5. Severability.** In the event any provision of the Contract Documents shall be deemed illegal, invalid, unenforceable and/or void, by a court or any other governmental agency of competent jurisdiction, such provision shall be deemed to be severed and deleted from the Contract Documents, but all remaining provisions hereof, shall in all other respects, continue in full force and effect.
- 15.6. No Assignment by DBE.** The DBE shall not sublet or assign the Contract, or any portion thereof, or any monies due thereunder, without the express prior written consent and approval of the District, which approval may be withheld in the sole and exclusive discretion of the District. The District's approval to such assignment shall be upon such terms and conditions as determined by the District in its sole and exclusive discretion.
- 15.7. Gender and Number.** Whenever the context of the Contract Documents so require, the neuter gender shall include the feminine and masculine, the masculine gender shall include the feminine and neuter, the singular number shall include the plural and the plural number shall include the singular.
- 15.8. Independent Contractor Status.** In performing its obligations under the Contract Documents, the DBE is an independent contractor to the District and not an agent or employee of the District. Nothing contained herein shall be deemed or construed as creating a relationship of employer and employee between the District and the DBE or any Subcontractors, employees of the DBE or Subcontractors or their respective agents and representatives. Neither the DBE, Subcontractors nor any employees of the DBE or Subcontractors are entitled to any rights or privileges of District employees.
- 15.9. Notices.** Except as otherwise expressly provided for in the Contract Documents, all notices which the District or the DBE may be required, or may desire, to serve on the other, shall be effective only if delivered by personal delivery or by postage prepaid, First Class Certified Return Receipt Requested United States Mail, addressed to the District or the DBE at their respective address set forth in the Contract Documents, or such other address(es) as either the District or the DBE may designate from time to time by written notice to the other in conformity with the provisions hereof. In the event of personal delivery, such notices shall be deemed effective upon delivery, provided that such personal delivery requires a signed receipt by the recipient acknowledging delivery of the same. In the event of mailed notices, such notice shall be deemed effective on the third working day after deposit in the mail.
- 15.10. Disputes; Continuation of Work.** Notwithstanding any claim, dispute, disagreement or other matter or controversy between the District and the DBE arising out of or related in any manner to the Contract Documents or the Work thereunder, the DBE shall, unless expressly excused in writing by the District, when reasonably practicable under the specific circumstances, proceed diligently with performance and completion of the DBE's obligations in accordance with the Contract Documents, pending any final determination or decision regarding any such claim, dispute, disagreement or other matter in controversy.
- 15.11. Dispute/Claims Resolution.**
- 15.11.1. Senior Management/Contractor Continuation of Work.** In the event that any question, dispute, difference or claim arises under or in connection with this Agreement,

including any question regarding its existence, validity, performance or termination (a "Dispute"), upon notice by either Party of said Dispute, senior management personnel from DBE and District shall meet and diligently attempt in good faith to resolve the Dispute within a period of thirty (30) days following one party's written request to the other party for such a meeting. If, however, the Dispute is not resolved by negotiation, the provisions of this Article 15.11 shall apply. When reasonably practicable under the specific circumstances, notwithstanding any claim, dispute, disagreement or other matter in controversy between the District and the DBE relating to the Contract Documents and/or the Work, the DBE shall continue to diligently prosecute and perform the Work in accordance with requirements of the Contract Documents, pending any final determination or decision regarding any such claim, dispute, disagreement or matter in controversy.

15.11.2. Public Contract Code §9204 Claims Resolution Procedures. Claims of the DBE are subject to the non-binding dispute resolution procedures set forth in Public Contract Code §9204 ("Section 9204") provided, however, that the DBE's initiation of Section 9204 procedures is expressly subject to the DBE's prior full and timely compliance with requirements and procedures of the Contract Documents relating to procedures for resolution of claims, change orders, disputes and other matters in controversy under the Contract Documents.

15.11.2.1. Claim Defined. The term "Claim" shall be as defined in Section 9204.

15.11.2.2. Claim Documentation. The DBE shall furnish reasonable documentation to support each Claim. "Reasonable documentation" includes, without limitation: (i) contractual and legal basis establishing Claim entitlement or merit; (ii) factual basis establishing District liability for the Claim; (iii) detailed breakdown of labor, materials, equipment and other costs included in the Claim; and (iv) detailed basis, including Construction Schedule analysis and fragnets supporting any Contract Time adjustment or Liquidated Damages relief included in the scope of a Claim.

15.11.2.3. District Claim Review Statement. Within forty five (45) days (or such other time mutually agreed to by the District and the DBE) after receipt of a properly submitted and properly documented Claim, the District will conduct a reasonable review of the Claim and provide the DBE with a written statement identifying the disputed and undisputed portions of the Claim ("Claim Review Statement"). If the District does not provide the DBE with the Claim Review Statement for any Claim within forty five (45) days (or other time mutually agreed to by the District and the DBE) after receipt of a properly submitted and properly documented Claim, the Claim is deemed rejected in its entirety and thereupon, the DBE may initiate the Meet and Confer process described below. A Claim deemed rejected pursuant to the foregoing does not constitute an adverse finding of Claim merit or the DBE's responsibility or qualifications. If the Claim Review Statement identifies any undisputed portion of a Claim ("Undisputed Claim") and payment is due from the District on the Undisputed Claim, the District shall process and make payment on the Undisputed Claim within sixty (60) days after the issuance date of the Claim Review Statement.

15.11.2.4. Meet and Confer.

15.11.2.4.1. Meet and Confer Demand. If the DBE disputes any portion of the Claim Review Statement, or if a Claim is deemed rejected by the District not providing the DBE with the Claim Review Statement within the time permitted under Section 9204, the DBE may demand an informal conference to meet and confer with the District for settlement of the issues in dispute (“Meet and Confer”). The DBE’s Meet and Confer request must be submitted to the District: (i) in writing; (ii) by registered mail or certified mail, return receipt requested; and (iii) within ten (10) days after the Claim Review Statement is submitted to the DBE or within ten (10) days after the date the Claim is deemed rejected, as applicable. Failure of the DBE to strictly comply with the foregoing is deemed a waiver of the DBE’s right to request the Meet and Confer and the Non-Binding Mediation procedures under Section 9204. If the DBE strictly complies with the foregoing, the District will schedule the Meet and Confer conference within thirty (30) days of the DBE’s Meet and Confer request for settlement of disputed portions of the Claim Review Statement.

15.11.2.4.2. Meet and Confer Statement. Within ten (10) business days after conclusion of the Meet and Confer conference, if any portion of a Claim remains disputed, the District shall provide the DBE a written statement identifying the disputed and undisputed portions of the Claim (“Meet and Confer Statement”). If the Meet and Confer Statement identifies any Undisputed Claim and payment is due from the District on the Undisputed Claim, the District shall process and make payment on the Undisputed Claim within sixty (60) days after date the Meet and Confer Statement is issued.

15.11.2.5. Non-Binding Mediation.

15.11.2.5.1. Contractor Initiation. The DBE may request nonbinding mediation (“Mediation”) of disputed portions of a Claim identified in the Meet and Confer Statement. The DBE’s Mediation demand must be submitted to the District: (i) in writing; (ii) by registered mail or certified mail, return receipt requested; (iii) within ten (10) days after the Meet and Confer Statement is submitted to the DBE; and (iv) with specific identification of the disputed Claims issues subject to Mediation. Failure of the DBE to strictly comply with the foregoing is deemed a waiver of the DBE’s right to demand Mediation procedures under Section 9204.

15.11.2.5.2. Mediator Selection. The District and DBE shall mutually agree to a mediator within ten (10) business days after the date of the DBE’s demand for Mediation. If the District and DBE do not mutually agree to a mediator, the District and DBE shall each select a mediator and the District/Contractor selected mediators shall select a qualified neutral third party to mediate the disputed portion of the Claim.

15.11.2.5.3. Mediation Procedures. Mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the District and DBE in dispute resolution through negotiation or by issuance of an evaluation.

15.11.2.5.4. Mediation Costs. All costs, fees and expenses of the mediator(s) and mediation administration shall be shared equally by the District and DBE. The foregoing notwithstanding, the DBE and District shall each bear the costs, fees and expenses of their own attorneys, experts and consultants.

15.11.2.5.5. Post-Mediation Disputed Claims. Any Claims issues in dispute after Mediation shall be resolved in accordance with the applicable provisions of the Contract Documents.

15.11.2.5.6. Waiver. The District and DBE may mutually agree to waive, in writing, Mediation under Section 9204 and subject to the DBE's compliance with Government Code Claim requirements, proceed directly to commencement of a civil action or binding arbitration.

15.11.2.6. Payments of Undisputed Claims. If a payment due from the District for Undisputed Claims identified in the Claim Review Statement or the Meet and Confer Statement issued for a Claim is not made within the time established under Section 9204 the overdue portion of such payment shall bear interest at the rate of seven percent (7%) per annum from the date due. The District's credit application of any amount due for an Undisputed Claim against amounts due from the DBE under the Contract Documents shall be deemed payment of the Undisputed Claim.

15.11.2.7. Subcontractor Claims.

15.11.2.7.1. Subcontractor Claim Submittal. If a Subcontractor, of any tier (collectively "Subcontractor") lacks legal standing to assert a Claim against the District because privity of contract does not exist, the DBE may present the District a Claim on behalf of the Subcontractor ("Subcontractor Claim"). Each Subcontractor requesting submittal of a Subcontractor Claim to the District shall furnish reasonable documentation to support the Subcontractor Claim. Within forty-five (45) days of receipt of a Subcontractor's written request to submit a Subcontractor Claim, the DBE shall notify the Subcontractor in writing as to whether the DBE presented the Subcontractor Claim to the District. If the DBE did not present the Subcontractor Claim, the DBE shall provide the Subcontractor with a statement of the reasons for not having done so.

15.11.2.7.2. Contractor Certification of Subcontractor Claim. The District's review of Subcontractor Claims is expressly subject to the DBE's submittal of a duly completed and executed form of DBE Certification of Subcontractor Claim certifying that the DBE has thoroughly reviewed the Subcontractor Claim and based on the DBE's review, certify that: (i) the Subcontractor Claim is made by the Subcontractor in good faith; (ii) the Subcontractor Claim is supported by reasonable documentation establishing entitlement to the relief requested and District liability therefor; and (iii) the Subcontractor Claim does not incorporate any request constituting a False Claim under applicable law, including the California False Claim Act (Government Code §12650 et seq). The form of DBE Certification of Subcontractor Claim is included in the Contract Documents.

15.11.2.7.3. District Review of Subcontractor Claim. Subcontractor Claims presented by the DBE to the District are subject to the Section 9204 non-binding dispute resolution procedures set forth above, as modified herein. Requests for the District to conduct Meet and Confer and/or non-binding mediation procedures must be submitted jointly by the DBE and the Subcontractor submitting the Subcontractor Claim. If Mediation proceedings are initiated in connection with a Subcontractor Claim, mediator and mediation administration fees and costs shall be borne equally by the District, DBE and Subcontractor.

15.11.2.7.4. Disputed Subcontractor Claims. Subcontractor Claims which are not fully resolved by the Section 9204 non-binding dispute resolution procedures shall be resolved by Section 20104.4 Dispute Resolution Procedures or binding arbitration, as applicable. Commencement of Section 20104.4 Dispute Resolution Procedures or binding arbitration proceedings in connection with any Subcontractor Claim is subject to compliance with Government Code Claims requirements.

15.11.3. Government Code Claim Requirements. Pursuant to Government Code §930.6, any claim, demand, dispute, disagreement or other matter in controversy asserted by the DBE, whether on behalf of itself or a Subcontractor, against the District for money or damages, including without limitation Claims or portions thereof remaining in dispute after completion of the Section 9204 non-binding dispute resolution procedures described above are deemed a "suit for money or damages" and shall be subject to the provisions of Government Code §§945.4, 945.6 and 946 ("Government Code Claims Process"). An express condition precedent to the DBE's initiation of Section 20104.4 Dispute Resolution Procedures or binding arbitration proceedings pursuant to the following is the DBE's compliance with the Government Code Claims Process, including without limitation, presentation of the claim, demand, dispute, disagreement or other matter in controversy between the DBE and the District seeking money or damages to the District and acted upon or deemed rejected by the District in accordance with Government Code §900, et seq.

15.11.4. Section 20104.4 Dispute Resolution Procedures; Claims of \$375,000 or Less. Any Claim, or portion thereof, in dispute after completion of the Section 9204 non-binding dispute resolution procedures and the Government Code Claims Process which is equal to or less \$375,000 shall be resolved in accordance with the civil action procedures established in Public Contract Code §20104.4. Unless otherwise agreed to by the District and the DBE in writing, the mediation conducted pursuant to Section 9204 procedures shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

15.11.5. Binding Arbitration of Claims Exceeding \$375,000.

15.11.5.1. JAMS Arbitration. Any Claim, or portion thereof in dispute after completion of the Section 9204 procedures and the Government Code Claims Process which exceeds \$375,000 and any other claims, disputes, disagreements or other matters in controversy between the District and the DBE arising out of, or related, in any manner, to the Contract Documents, or the interpretation, clarification or enforcement thereof shall be resolved by binding arbitration conducted before a

retired judge in accordance with the Construction Arbitration Rules and Procedures of Judicial Arbitration Mediation Services ("JAMS") in effect as of the date that a Demand for Arbitration is filed, except as expressly modified herein. The locale for any arbitration commenced hereunder shall be the regional office of the JAMS closest to the Site.

15.11.5.2. Demand for Arbitration. A Demand for Arbitration shall be filed and served within a reasonable time after the occurrence of the claim, dispute or other disagreement giving rise to the Demand for Arbitration, but in no event shall a Demand for Arbitration be filed or served after the date when the institution of legal or equitable proceedings based upon such claim, dispute or other disagreement would be barred by the applicable statute of limitations. If more than one Demand for Arbitration is filed by either the District or the DBE relating to the Work or the Contract Documents, all Demands for Arbitration shall be consolidated into a single arbitration proceeding, unless otherwise agreed to by the District and the DBE. The DBE's Surety, a Subcontractor or Material Supplier to the DBE and other third parties may be permitted to join in and be bound by an arbitration commenced hereunder if required by the terms of their respective agreements with the DBE, except to the extent that such joinder would unduly delay or complicate the expeditious resolution of the claim, dispute or other disagreement between the District and the DBE, in which case an appropriate severance order shall be issued by the Arbitrator(s).

15.11.5.3. Discovery. In connection with any arbitration proceeding commenced hereunder, the discovery rights and procedures provided for in California Code of Civil Procedure §1283.05 shall be applicable, and the same shall be deemed incorporated herein by this reference.

15.11.5.4. Arbitration Award. The award rendered by the Arbitrator(s) ("Arbitration Award") shall be final and binding upon the District and the DBE only if the Arbitration Award is: (i) supported by substantial evidence; (ii) based on applicable legal standards in effect that the time the Arbitration Award is issued; and (iii) supported by written findings of fact and conclusions of law in conformity with California Code of Civil Procedure §1296. Any Arbitration Award that does not conform to the foregoing is invalid and unenforceable. The District and DBE hereby expressly agree that the Court shall, subject to California Code of Civil Procedure §§1286.4 and 1296, vacate the Arbitration Award if, after review, the Court determines either that the Arbitration Award does not fully conform to the foregoing. The confirmation, enforcement, vacation or correction of an arbitration award rendered hereunder shall be made by the Superior Court of the State of California for the county in which the Site is situated. The substantive and procedural rules for such post-award proceedings shall be as set forth in California Code of Civil Procedure §1285 et seq.

15.11.5.5. Arbitration Fees and Expenses. The expenses and fees of the Arbitrator(s) shall be divided equally among all of the parties to the arbitration. Each party to any arbitration commenced hereunder shall be responsible for and shall bear its own attorneys' fees, witness fees and other costs or expenses incurred in connection with such arbitration. The foregoing notwithstanding, the Arbitrator(s) may award

arbitration costs, including Arbitrators' fees but excluding attorneys' fees, to the prevailing party. By this arbitration provision, the District and the DBE acknowledge and agree that neither shall recover from the other any attorney's fees associated with or arising out of any legal, administrative or other proceedings filed or instituted in connection with or arising out of the Contract Documents or the performance of either the District or the DBE thereunder. The limited exceptions in the Contract Documents that provide attorney's fees for specific issues shall neither be construed as applying to this arbitration provision under California Civil Code § 1717(a) nor be deemed to be "authorized by the Laws."

15.11.5.6. Limitation on Arbitrator. The Superior Court for the State of California for the County in which the Project Site is situated has the sole and exclusive jurisdiction, and an arbitrator has no authority, to hear and/or determine a challenge to the commencement or maintenance of an arbitration proceeding on the grounds that: (i) the subject matter of the arbitration proceeding is barred by the applicable statute of limitations; (ii) the subject matter of the arbitration proceeding is barred by a provision of the California Government Claims Act; (iii) the subject matter of the arbitration proceeding is outside the scope of the arbitration clause; (iv) the DBE has failed to satisfy all conditions precedent to commencement or maintenance of an arbitration proceeding; (v) waiver of the right to compel arbitration; (vi) grounds exist for the revocation of the arbitration agreement; and/or, (vii) there is the prospect that a ruling in arbitration would conflict or potentially with a ruling in a pending proceeding regarding the Project on a common issue of law or fact.

15.12. Limitation on Damages. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, AND EXCEPT AS PROHIBITED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON AGREEMENT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR REVENUE, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT FOR THE WORK PERFORMED IN CONNECTION WITH THIS AGREEMENT. DBE's liability under this Agreement shall be limited to the Contract Price.

15.13. Capitalized Terms. Except as otherwise expressly provided, capitalized terms used in the Contract Documents shall have the meaning and definition for such term as set forth in the Contract Documents.

15.14. Attorneys' Fees. Except as expressly provided for in the Contract Documents, or authorized by law, neither the District nor the DBE shall recover from the other any attorneys' fees or other costs associated with or arising out of any legal, administrative or other proceedings filed or instituted in connection with or arising out of the Contract Documents or the performance of either the District or the DBE thereunder. Neither this provision nor any provision herein that provides for attorneys' fees in and under limited circumstances is intended to expand the parties' right to recover attorneys' fees, and the Parties hereby agree to waive, and by entering into the Agreement have waived, any and all right to claim attorneys' fees pursuant to Civil Code § 1717, where not expressly provided for in the Contract Documents.

15.15. Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in the Contract Documents is deemed to be inserted herein and

the Contract Documents shall be read and enforced as though such provision or clause are included herein, and if through mistake, or otherwise, any such provision or clause is not inserted or if not correctly inserted, then upon application of either party, the Contract Documents shall forthwith be physically amended to make such insertion or correction.

15.16. Days. Unless otherwise expressly stated, references to “days” in the Contract Documents shall be deemed to be calendar days.

15.17. Prohibited Interests. No employee of the District, who is authorized in such capacity on behalf of the District to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any architectural, engineering, inspection, construction or material supply contract or subcontract in connection with the Work shall become directly or indirectly financially interested in the Work or any part thereof.

15.18. Entire Agreement. The Contract Documents contain the entire agreement and understanding between the District and the DBE concerning the subject matter hereof, and supersedes and replaces all prior negotiations, proposed agreements or amendments, whether written or oral. No amendment or modification to any provision of the Contract Documents shall be effective or enforceable except by an agreement in writing executed by the District and the DBE.

16. DESIGN SERVICES

16.1. Application of Article 16. The provisions of this Article 16 relate to the DBE’s Design Services responsibilities.

16.1.1. Design Responsibilities.

16.1.1.1. Design Consultation. The DBE shall on an on-going continuing basis throughout its performance of the Work provide the District Project Manager with complete, continuous and current advice and recommendations on issues related to the status and progress of the design and non-design portions of the Work, including, without limitation, matters related to design feasibility, constructability, occupancy and maintenance, and shall keep the District Project Manager apprised at all times of the full range of alternatives that are available to District to reducing construction time, lowering costs, easing long- term maintenance, minimize adverse effects of labor and material shortages, shortening time requirements for procurement, expediting installation and construction completion and other possible economies and efficiencies. As part of this collaborative effort, DBE shall throughout the duration of its performance of the Work attend regular meetings (as frequently as may be necessary to maintain progress of the Work or as otherwise reasonably required by District) for the purpose of reviewing the status of the Construction Documents and Work.

16.1.1.2. Construction Documents. Using qualified, licensed design professionals, DBE shall furnish all necessary and appropriate architectural, engineering and other professional services required for the preparation of the Construction Documents that incorporate designs and specifications that are complete, detailed and suitable to produce a completed construction that, without limitation to any other requirements of the Contract Documents: (i) conforms to the Project Documents and any Approved Deviations; (ii) is consistent with the Design Intent, and (iii) gives due

and appropriate consideration to the matters disclosed by the Reference Documents and any other information provided by the District to DBE.

16.1.1.3. Submissions to District. DBE shall formally submit to District Project Manager in accordance with the Submittal Schedule, for District's review and approval, in progress Construction Documents reflecting DBE's progress in the performance of its design portion of the work at points in time outlined in Article h 16.7 of these General Conditions, DBE Development of Design Documents. Additional formal submissions reflecting the status of in-progress Construction Documents, if reasonably judged by District as necessary, shall be prepared and made without Contract Adjustment. All such formal submissions shall be both hard copy and electronic format. Construction Documents submitted by the DBE shall incorporate changes or corrections required by the District Project Manager, or Governmental Agencies or be accompanied by a written statement as to why such changes were not incorporated. The District may, in its sole and absolute discretion, reject the DBE's explanation and require the DBE to make such changes or corrections to the Construction Documents. Notwithstanding District reviews, DBE shall at all times remain solely responsible, review or approval of the Construction Documents, for the accuracy, completeness, sufficiency and suitability of the Construction Documents and for their compliance with Applicable Laws and the Contract Documents.

16.1.1.4. Professional Certifications. All submissions of Construction Documents and Submittals to District Project Manager shall include certification by the Architect of Record, who shall be a properly licensed design professional, including such professional's manual signature and seal. Any Construction Documents or Submittals related to the Work designed or certified by such professional, if prepared by others, shall nevertheless bear such professional's manual signature when submitted to the District. The District shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals provided by such design professionals.

16.1.1.5. Design Deficiencies. Design Deficiencies in the Construction Documents, whether or not the Construction Documents are approved by District, are the sole responsibility of the DBE and shall be corrected by DBE at the DBE's Own Expense.

16.1.1.6. Title 24 Compliance. DBE shall perform the Work in accordance with the Contract Documents, including, without limitation, the Final Construction Documents approved by District and the Submittals approved by the District Project Manager and, if required by District, the District's Consultants. DBE's Architect of Record shall be responsible to comply with the requirements of the California Code of Regulations, including, without limitation Title 24, California Code of Regulations, relating to assumption of responsibilities by the district project manager or registered engineer responsible for submitting plans and specifications for approval by DSA and for assuming responsibility as the district project manager in general responsible charge of the Work.

16.1.1.7. Sustainable Design. DBE shall make recommendations to District for incorporating into the Final Construction Documents the design requirements for design and

construction that will, to the best of DBE's efforts and within the constraints of the Contract Sum and Contract Time, incorporate the elements of sustainable design and construction.

16.1.2. Use and Ownership of Design Documents. The District shall not, by virtue of this Agreement, acquire any interest in any formulas, patterns, devices, secret inventions or processes, copyrights, patents, other intellectual or proprietary rights, or similar items of property which are or may be used in connection with the Work. DBE shall grant to District a perpetual, irrevocable royalty-free non-transferable license for any and all software or other intellectual property rights necessary for District to continue to operate, maintain, and repair the Work in a manner that will yield maximum energy production and/or energy consumption reductions.

16.2. Design Services Standard of Care. The DBE, AOR and Design Consultants to the DBE and/or the AOR shall provide and complete the Design Services: (i) using their best professional skill and judgment; (ii) acting with due care and in accordance with respective applicable standards of care under California law for those providing similar design professional services for projects of the size, scope and complexity of the Project; (iii) the terms of the Contract Documents; and (iv) in accordance with applicable standards of care.

16.3. Compliance with Regulatory Agencies. The DBE and/or the AOR shall respond to and comply with all requests relating to the Project made by any applicable federal, state, regional or local governmental or quasi-governmental agency with jurisdiction over any portion of the Project, including without limitation, DSA and the Utility.

16.4. Conformity to District Standards. Design Documents prepared by or through the DBE and/or the AOR for the Project shall conform to District standards for materials, equipment and/or workmanship described in the Technical and Design Specifications (Exhibit P). Modifications of the Design Documents for the Project to conform to District materials, equipment or workmanship standards shall be without adjustment of the Contract Price.

16.5. Approvals/Permitting of Design Documents. The DBE and/or AOR shall obtain, on behalf of the District, all necessary approvals or permits for the Design Documents for the Project from governmental and quasi-governmental agencies with jurisdiction over any portion of the Project as necessary for construction of the Project including without limitation, DSA and the Utility. Without adjustment of the Contract Price, the DBE and/or the AOR shall revise the Design Documents as required by DSA or other governmental or quasi-governmental agencies with jurisdiction over the Project, or portions thereof, to obtain their respective approval(s) or permit issuance.

16.6. AOR Development of Design Documents. The development of Design Documents shall sequentially progress as set forth herein.

16.6.1. Review of Project Documents With District.

16.6.1.1. Meet and Confer With District. Prior to development and refinement of the Project Documents, the AOR and such Design Consultants to the AOR as reasonably determined by the District shall conduct and participate in meet and confer sessions with the District Project Manager and the District's administrative, facilities and end-user staff to review and address potential revisions to the Project design.

16.6.1.2. AOR Incorporation of Revisions. If mutual concurrence between the District and the AOR regarding revisions, or the scope/nature of revisions to the Project Documents is not reached in the meet and confer sessions, the AOR shall revise the Project Documents as directed or authorized by the District.

16.6.1.3. District Project Manager Minutes; Design Changes Summary. Within five (5) days of the conclusion of each meet and confer session, the District Project Manager shall prepare and distribute minutes of such sessions to all attendees. At the conclusion of the final meet and confer session, the AOR shall prepare a written summary of the revisions to the Project Documents which have been agreed to through the meet and confer sessions or which have been directed or authorized by the District ("Design Changes Summary"). The AOR development of Design Documents shall conform to the Design Changes Summary.

16.6.2. Design Development Documents.

16.6.2.1. Review of 50% Design Development Documents. Upon the AOR completion of the 50% Design Development Phase Documents, the District, Project Manager, will issue review notes and comments to the AOR.

16.6.2.2. AOR and District Review of 50% Design Development Documents. Upon the District, Project Manager completion the review of the 50% Design Development Documents submitted by the AOR, the District Project Manager shall meet and confer with the AOR and DBE to review the review notes and comments and to determine the extent of revisions of the 50% Design Development Documents necessary for the District's acceptance of the 50% Design Development Documents. If mutual concurrence between the AOR and the District is not reached as to the extent or nature of the AOR revisions to the 50% Design Development Documents, the AOR shall complete such revisions as directed or authorized by the District.

16.6.2.3. AOR Development of Final Design Development Documents. The AOR shall revise the 50% Design Development Documents to further illustrate and define the refinement of the Project, establishing the scope, relationships, forms, size and appearance of the Project and shall include: typical construction details; equipment layouts; landscape plans; architectural information to fix and illustrate the size, character and quality of all Project components as they relate to the District's requirements; and such other essentials as may be deemed appropriate by the District, specifications that identify major materials and systems (including civil, landscape, structural, mechanical, and electrical systems) and establish in general their quality levels, and to incorporate the District's review comments and revisions mutually agreed upon by the District, AOR and the AOR or as directed/authorized by the District. Upon completion of such revisions, the AOR shall submit (i) the Final Design Development Documents; (ii) updated cost estimate, and (iii) updated Design/Construction schedule to the District Project Manager for review and confirmation that all of the mutually agreed upon revisions or the revisions directed/authorized by the District to the 50% Design Development Documents have been incorporated therein. The AOR shall revise the 50% Design Development Documents as necessary to incorporate all such revisions and to obtain the District's

acceptance of the entirety of the Final Design Development Documents. The revised 50% Design Development Documents accepted by the District are referred to as "Final Design Development Documents".

16.6.3. Construction Documents.

16.6.3.1. AOR Development of Construction Documents. Based upon the District accepted Final Design Development Documents, the AOR shall prepare Construction Documents consisting of all Drawings and Specifications and other Design Documents necessary or appropriate for setting forth in detail the requirements for the Work of the Project sufficient for DSA review and permitting. Upon achieving fifty percent (50%) completion of the Construction Documents, the AOR shall submit the same to the District Project Manager for review and comment. The AOR shall assemble and deliver to the District the Construction Documents and any and all other portions of the Construction Documents in quantities specified in Exhibit P – Technical and Design Specifications.

16.6.3.2. Construction Documents Incorporation of Materials/Equipment. The Construction Documents shall include all materials, equipment and other products along with layouts and configurations of spaces within the Project conforming to the District's requirements. Any work, services, materials, equipment, products or other tangible or intangible items/services necessary to complete the Project in accordance with the District's requirements for the Project shall be provided or performed by the AOR without adjustment of the Contract Price hereunder.

16.6.3.3. District Review of Construction Documents. Upon the District, the District Project Manager completion of the review of the Construction Documents submitted by the AOR, the District Project Manager, DBE and the AOR shall meet and confer to review the review notes and comments and to determine the extent of revisions of the Construction Documents necessary for the District's acceptance of the Construction Documents. If mutual concurrence between the AOR and the District is not reached as to the extent or nature of the AOR's revisions to the Construction Documents, the AOR shall complete such revisions as directed or authorized by the District.

16.6.3.4. AOR Development of 100% Construction Documents. The AOR shall revise the fifty percent (50%) completed Construction Documents to incorporate the review notes, comments and revisions mutually agreed upon by the District and the AOR or as directed/authorized by the District. Upon completion of such revisions and upon achieving one hundred percent (100%) completion of the Construction Documents but prior to submitting to the DSA, the AOR shall submit the one hundred (100%) completed Construction Documents to the DSA for review and to the District Project Manager, for review and confirmation that all of the mutually agreed upon revisions or the revisions directed/authorized by the District to the fifty percent (50%) completed Construction Documents and other requirements for the Project have been incorporated therein. The AOR shall revise the Construction Documents to incorporate all such revisions, Project requirements and to obtain the District's acceptance of the entirety of the Construction Documents. The AOR shall assemble and deliver to the District the Construction Documents. The Construction

Documents accepted by the District are referred to as "100% Construction Documents".

16.6.3.5. AOR Development of Final Construction Documents. The AOR shall revise the one hundred percent (100%) completed Construction Documents to incorporate the review comments from DSA; the review notes, comments and revisions mutually agreed upon by the District and the AOR or as directed/authorized by the District prior to resubmittal to DSA for approval. The AOR shall submit a sufficient number of copies of the revised 100% Construction Documents to the DSA so that DSA will return one (1) original set bearing DSA's stamp of approval. Promptly following DSA's approval of the revised 100% Construction Documents, the AOR shall assemble and deliver to the District the Construction Documents and any and all other portions of the Contract Documents in quantities specified in Attachment 3, Design Document Submittal Standards. The "DSA-approved Construction Documents are referred to as "Final 100% Construction Documents".

16.6.4. Project Construction. During Project construction, the AOR shall perform and complete the tasks and activities set forth in Articles 1-16, inclusive of these General Conditions, which are designated therein for performance and completion by the AOR, including without limitation, site visits required by the Construction Documents, the review/acceptance of Submittals and the review/verify and certification of Applications for Progress Payments. All actions of the AOR during the construction of the Project shall be commenced and completed in a timely manner to avoid delay or disruption to the planned sequencing and schedule for construction of the Project. The AOR and/or DBE shall prepare and submit for processing such documentation as required by governmental agencies, including DSA, in connection with construction of the Project and/or completion of the construction of the Project. The foregoing shall include without limitation, the AOR's Final Verified Report of Project construction and all other materials required by DSA to close-out the Project.

16.7. Disbursement of Design Services Contract Price.

16.7.1. Inapplicability of Article 8 to Design Services Contract Price. The provisions of Article 8 of the General Conditions shall be applicable only to disbursement of the Construction Services Contract Price. The Design Services Contract Price shall be disbursed in accordance with the provisions of this Article 16.

16.7.2. Allocation of Design Services Contract Price. The Design Services Contract Price shall be allocated to completion of the Design Services as set forth in the Design Build Energy Services Agreement.

16.7.3. Reproduction. DBE shall do all reproduction and distribution of such reproducible prints of Design Documents, Contract Documents and Project Documents as are necessary for the complete development of design, complete pricing and performance of the Work, including, without limitation, all Changes. The costs of such reproduction shall be at the DBE's Expense.

16.7.4. District Payment of DSA Permit Fees. Article 16.7.2 of these General Conditions notwithstanding, the District will pay actual DSA fees or reimburse the DBE/AOR for such

DSA fees to review Design Documents and issuance of the Project Construction Permit.

16.8. Disbursement of the Design Services Contract Price. The DBE/AOR shall submit billings for payment of portions of the Design Services Contract Price designated in Article 3.1 of the Agreement. The DBE's billings and the District's disbursement of the Design Services Contract Price on each billing during development of Design Documents shall be limited by the portion of the Design Services Contract Price allocated to the phase of Design Services completed by the AOR. The portion of the Design Services Contract Price allocated for the DSA permit issuance may be billed by the DBE only after DSA issues such permit.

16.9. DBE Responsibility for Design Documents. Notwithstanding references to the AOR and the AOR's Design Consultants in this Article 16, the DBE shall be liable and responsible to the District for the performance and completion by the AOR and its Design Consultants of the obligations described and set forth in this Article 16.

16.10. Post-Construction Obligations.

16.10.1. Preparation of Record Drawings. Promptly following completion of construction of the Project, the AOR shall prepare and deliver to the District all as-built improvements made or modified in connection with the Project, together with full-size paper copies at no additional cost.

16.10.2. Assistance Regarding Close-Out and Final Regulatory Certification. In connection with the project closeout, the AOR shall complete all actions and activities which by operation of applicable law, code, rule or regulation are the responsibility of the AOR relating to DSA reporting requirements pursuant to Education Code §81141 (including amendments thereto) and issuance of DSA's Certificate of Compliance for the Project pursuant to Education Code 81147 (including amendments thereto) upon completion of Project construction. The foregoing shall include without limitation, the timely preparation, completion and filing of Verified Reports during Project construction, and the filing of the Final Verified Report with DSA within ten (10) days of the determination of Project Final Completion. The DBE shall provide the District Project Manager with the AOR's submission thereof to DSA. The AOR shall assist the District in obtaining final certifications from other Governmental Agencies as required to enable the District to obtain final close-out of the Project.

16.10.3. Final Verified Report Retention. The completion and filing of the Final Verified Report with DSA by the AOR is an express condition precedent to the District's disbursement of the percentage for Final Verified Report Retention. The District's disbursement to the DBE shall be made by the District within thirty (30) days of the presentation by the DBE of reasonably satisfactory written evidence that the Final Verified Report has been filed with DSA in accordance with the preceding and the submission of a billing invoice for payment of the Final Verified Report Retention. If the DBE fails to file the Final Verified Report with DSA within ten (10) days of the determination of Project Final Completion, notwithstanding the preparation or filing of such report by the DBE thereafter, the District may in the sole and exclusive discretion of the District retain and withhold from disbursement to the DBE all or any part of the Final Verified Report Retention as damages for the failure of the DBE to have timely discharged its obligations.

[END OF SECTION]

Exhibit B – Scope of Work (SOW)
Scope of Work – Solar Support Structure

1. System Description

Site Address: 5500 Irvine Center Drive
Irvine, CA 92618
System Rating: 1.31 MW DC array
nameplate
Design Variant: 11/4/2019

Major Equipment:

The equipment and quantities indicated below are preliminary and subject to change as part of design and engineering. Substitutions of specific components shall be allowed, subject to Customer approval, which shall not be unreasonably conditioned, delayed, or withheld.

PV System Characteristics		
	1.31 MW	
<u>Item</u>	<u>Qty</u>	<u>Description</u>
Solar Modules	3,120	LG 420W modules or equal
Inverters	16	SunGrow 66kW inverters or equal
Racking / Support	23	Double cantilever and/or single cantilever structures per the Preliminary Design layout
Monitoring	1	AlsoEnergy Data Acquisition System (DAS) with: Qty (1) Revenue grade meter Qty (1) Weather station Qty (1) Cellular Modem Qty (5) year performance monitoring contract Qty (5) year cellular data plan
Training	1	One 4 hour of onsite training session
Documentation	1	User Manual in electronic format
LED Lighting	1	Oracle OVR Series or Equal

2. Design/Builder Scope of Work

Design/Builder shall furnish to Customer the labor, equipment, material, permits and services set forth in this Agreement to complete the design, engineering, construction, commissioning and interconnection for a solar photovoltaic system to be constructed at the Customer's Site.

The Work shall include:

1. Design and engineering per the Codes currently in force as of the Effective Date with the local Authority Having Jurisdiction (AHJ).
 - a. Site discovery – Design/Builder shall verify location of existing underground utilities through review of District Disclosures and performing underground utility scanning and potholing at marked conflicts prior to excavation/trenching.
 - b. 50% design development drawings for Customer review
 - c. Construction drawings provided for Customer review and approval
 - d. Construction drawings to submit for DSA review
 - e. Record drawings provided at the conclusion of the project
2. Building and electrical permits and inspections required by the local AHJ for the construction of the PV system.
3. Interconnection application and approval by the local Utility. The costs for interconnection study and utility work are excluded assuming NEM2.0 Fast Track study process (or equivalent) through Supplemental Review only. The District will pay the necessary study fee direct to the utility.
4. Procurement and delivery of the System materials to the job site.
5. Installation of the System and connection to the Customer's electrical distribution system.
6. Commissioning and testing per Borrego's procedures.

3. Assumptions

The Contract Price and Schedule are based on the following assumptions. If any changes to the assumptions are required, then the Contract Price and Schedule shall be adjusted by an equitable Change Order.

A. General

1. The electrical interconnection shall be 480V line side located at the 3000A service panel to the East of Parking Lot 6 ("the Point of Common Coupling").
2. The new PV system, the existing 60kW PV system and the existing battery energy storage shall be the only generation on the Customer's site that operates in parallel with the local Utility.
3. The proposed equipment locations are acceptable to the Customer.
4. The following shall be allowed per the applicable Codes and Borrego Solar's engineering practices:
 1. USE-2 or PV Wire conductors in free air in array source circuits
 2. Schedule 40 PVC below grade
 3. Electrical metallic tubing conduit (EMT), including in outdoor locations where not subject to physical damage

-
4. Liquid tight flexible metal conduit (LFMC), including as overhead jumpers between adjacent arrays where applicable
 5. Aluminum conductors
 6. Aluminum windings and bus bars
 5. Trenching assumptions:
 1. Depth shall be 4 feet or less
 2. Native backfill shall be allowed
 3. If trenching is required through asphalt, a maximum of 4" depth of asphalt/concrete is assumed.
 4. No T-cut requirements for asphalt patchback
 5. No underground obstructions or hidden conditions with the exception of underground utilities shown on District Disclosures.
 6. Customer acknowledges that Contractor may temporarily block off portions of the parking lot, sidewalk, and/or building access to complete trench work.
 6. DSA permit costs shall not exceed 1.5% of the contract price. Schedule assumes the following.
 1. DSA permits shall be obtained over-the-counter within 5 business days of Contractor's submittal.
 2. CGS review is excluded.
 7. Clear and free access to all array and equipment locations.
 8. One time mobilization to site for construction, to be done in a single phase.
 9. All labor is assumed to be during regular business hours. Any work done outside of normal business hours shall be at extra cost, and Contractor shall be entitled to a change order.
 10. Labor rates are based on local prevailing wage rates but exclude collective bargaining agreements, etc.
 11. Utility power shutdowns will likely be required for design investigation and for system installation. Contractor and Customer will coordinate on shutdowns to minimize impacts to facility operations.
 12. Three sensors, at different positions in the array, will be provided as part of DAS for the measuring of horizontal and in-plane irradiance, and two sensors, at different positions in the array for ambient and back-of-cell temperature.
 13. Payment and performance bonding is included.
 14. Builder's Risk insurance is included.
 15. Tree removal is excluded.
 16. Sales Tax on materials is included and assumes the current tax rates at the time of proposal, including any applicable exemptions or reductions in CA AB 398 / AB 131.
 17. Designs assume a wind speed of 110 mph and seismic ground motion of 1.513 MCE_R.
 18. Owner-provided conduit has been detailed in plan set, Attachment F to RFP. Contractor to be entitled to utilize owner-provided PV conduits. It is assumed that Owner-provided conduits will not be damaged or defective. Proposed conduit routing from array to Point of Interconnection is assumed to be per Preliminary Design.

19. It shall be the Contractor's responsibility to bring in any additional PV conduit that may be required to connect from the array location to the point of interconnection.

B. Solar Support Structure

1. Inverters and electrical equipment may be mounted on support structure columns or as otherwise indicated in Borrego's proposal.
2. Subsurface conditions allow for construction of the system per the Preliminary Design.
3. A minimum six week lead for steel mill run.
4. All conduits are assumed to be installed within concrete footings and above-grade abutments (when included).
5. LED Lighting
 1. New lighting to be installed under canopy, only.
 2. New lighting will utilize existing lighting circuits. No modifications or upgrades to the existing lighting or controls is included.
 3. Lighting fixtures to be individually controlled for dimming and motion sensitivity, as required for California Title 24 compliance.
 4. Fixtures to be removed will be poles only. Pedestal removal is not included.
6. Solar Support Structure description
 1. Maximum 27'9" spacing between support columns assumed for all structures.
 2. Maximum 7.5° tilt for all structures.
 3. Minimum 9' clear height for all structures. In some cases the canopy will need to follow slope in order to achieve maximum clear height.
 4. Foundations assumed to be 24-30" diameter and maximum 13'6" depth below grade, subject to change pending final structural and geotechnical analysis.
 4. Concrete abutments at each column base are included at 30" tall by 30" diameter.
 5. Major structural steel (columns and beams, not fascia), will be painted per supplier's standard colors.
 6. Purlins and other light gauge steel shall be G90 galvanized.
 7. Canopy provides shading only and is not weather-tight.
7. Existing parking lot striping and turning radii are assumed to be compliant with local Fire Codes. Fire truck access is assumed to be required only for main access aisle ways to building(s), not between individual parking rows. A minimum clear height of 13'-6" is assumed to be sufficient to cover or span in any way a known fire lane.
8. All structures will be designed to Importance Factor 2.
9. Solar canopies are assumed to not be used for assembly of students, and as such will not be classified as Occupancy Group A per CBC. The specified DSA pre-check structures are not designed for assembly use.
10. The Contractor shall be responsible for Americans with Disabilities Act ("ADA") compliance issues under the footprint of the PV array canopies only as follows: 0 stalls re-striped as ADA-accessible, 0' Path of Travel ("POT") extension. If the area under the proposed canopies does not currently

require ADA-compliant accessibility, then adding shade structures is assumed to not change the use of the area and accessibility upgrades/improvements are excluded.

11. The warranty on the Solar Support Structures will be a 1 year workmanship warranty and a 20 year structural standard warranty.

4. Exclusions

The following items and any related items are not included as part of the Work. If any of these items are required, whether by the Customer, local AHJ, local Utility or other party, then the Contract Price and Schedule shall be adjusted by an equitable Change Order.

A. General

1. Upgrades or repairs to any existing switchgear, panelboards, or any other part of the Customer's electrical system.
2. Utility infrastructure upgrades or repairs, should they be required.
3. Interconnection applications will contemplate existing battery energy storage system and the 60kW PV system on the Physical Education (PE) building, but Interconnection upgrades or equipment for any other generation source, current or planned are excluded.
4. Any equipment, materials or requirements resulting from changes in the applicable Codes, standards or regulations after the commencement date of this Agreement
5. Groundwater, caving or shoring, contaminated soils, rocky or "hard dig" conditions that would affect construction tasks like drilling, digging, road building, concrete work, trenching, and/or directional boring.
6. Any required over-excavation or export due to unsuitable soils and any imported fill as a result.
7. Concrete encasement of conduits or underground duct banks.
8. Tree/vegetation trimming, removal, or replanting; landscaping, irrigation, ground cover, soil stabilization, or reseeding, except as included above.
9. Permanent roads, access points, fencing, equipment screens, or other site improvements unless otherwise called out in Borrego's proposal.
10. Removal or remediation of asbestos, lead or any hazardous material.
11. Painting of exterior exposed conduits or of any equipment with factory finishes.
12. Badging, screening, testing or background checks for laborers.
13. Zoning, special use, conditional use or other permits are excluded. Permitting or approvals for work performed previously or by other contractors are excluded.
14. Heavy equipment may be used during construction and may leave tire marks on finish surfaces. Contractor will make reasonable efforts to minimize marking or damage to these surfaces but there may be some marks or cracks. Slurry/seal coating and painting of the hardscape for aesthetic reasons are excluded from this work.
15. Notwithstanding anything to the contrary contained herein, Contractor shall be responsible for repairing any material damage to site and existing finishes resulting from Contractor's work on site. Existing pavement areas are assumed to be structurally adequate to support heavy construction equipment, and repair of any damage sustained as a result of insufficient structural capacity of pavement areas is excluded.

16. Hard line connection to existing facility LAN for Data acquisition system.
17. Materials, services, or equipment beyond the requirements of the current Electrical, building and fire Code enforced by the local AHJ.
18. Glare studies or FAA notices/processes.
19. Any spare parts or equipment, except as included above.
20. Any tamper-resistant equipment, except as included above.
21. Any future or new tariffs on solar equipment.
22. The supply and install of a Net Generation Output Meter, or any export/non-export meters or devices.
23. Concrete slab repair.
24. The use of Galvanized Rigid Conduit (GRC) where not required by the technical specifications.
25. Any additional spare underground conduit not already provided.
26. Lightning arrestors and surge suppression, except as included above.
27. Infrastructure for pay and display stations.
28. Site Load/Consumption meter.
29. All other items not specifically stated as being included.

B. Solar Support Structure

1. Security cameras.
2. All ADA compliance issues except as included above; all existing non-compliant ADA access issues that need to be modified/repaired/upgraded to meet current code requirements.
3. California Geological Survey or Geological Hazards Report assessment.
4. Cobble drilling, casing, caving, shoring, or dewatering excavations.
5. Fire suppression system, including fire detection and alarms, new or upgraded fire hydrants, fire retardant paint or sprinklers.
6. New wheel stops, drive aisle bollards or low clearance signage for array protection.
Repairs to previously damaged existing wheel stops are also excluded.
7. Parking lot re-striping, unless damaged during construction.
8. Rapid shutdown functionality.

5. Customer Provided Equipment, Materials, Permits, Services and Other Items

The Customer agrees to provide the following:

1. Accurate as-built electrical and structural drawings of the facility. If not provided, Contractor shall be allowed a Change Order for any electrical and structural investigation or evaluation required for the design.
2. Customer shall assist Contractor in locating existing irrigation lines in area of work. Small irrigation lines typically cannot be located with underground locating devices, and unless locations are provided they would be considered an unforeseen condition.
3. Customer shall cooperate and provide design comments and responses to Contractor's requests for information within five (5) business days to provide any information necessary for the design, permitting, construction and approvals for the project.

4. Customer shall allow Contractor reasonable use of Customer's utilities (electric and water) while on job site.
5. Special inspections required by the AHJ, EOR ("Engineer(s) of Record"), or IOR ("Inspector(s) of Record").
6. Adequate on-site parking for Contractor and installation crews for the duration of the project.
7. Adequate laydown and storage space on site for the duration of the project.
8. Cellular and DAS data plans renewal after prepaid terms.

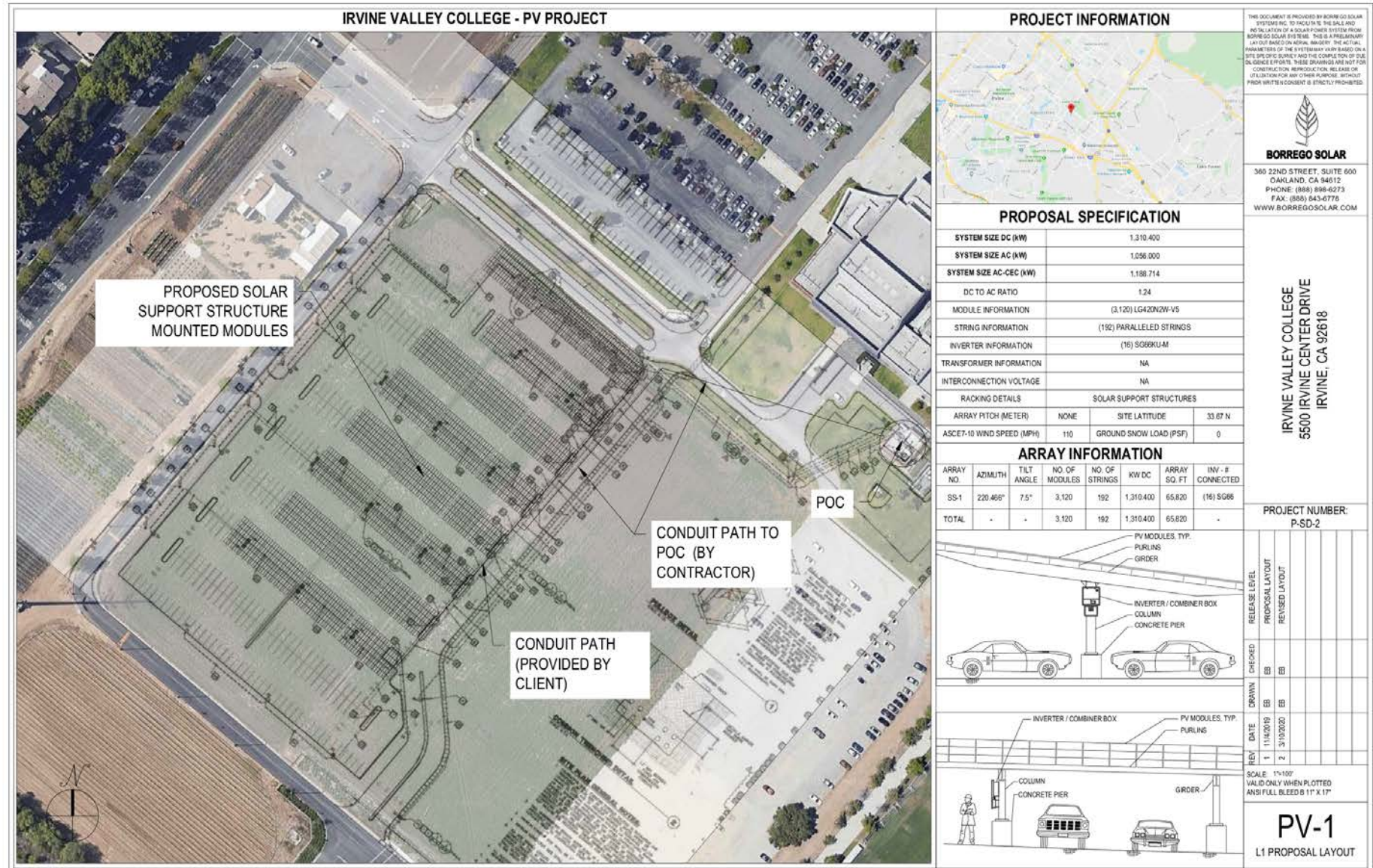


Exhibit C - Subcontractors List

Description & Portion of Work	Name of Subcontractor	Location & Place of Business	Contractors' Number and Classification		DIR Registration Number
			License Number	Classification(s)	
Fabrication and Erection of Steel Support Structures. Erect & install primary steel structures as well as foundations.	Teichert Energy & Utilities Group, Inc.	Sacramento, CA	1051985	Electrical Utility	PW-LR-1000390054
Electrical Subcontractor. Electrical Installation and majority of non-steel work scope. Fabrication and Erection of Steel Support Structures. Erect & install primary steel structures as well as foundations.	M Bar C Construction	San Marcos, CA	1019529	Electrician;Iron Worker	1000001297
Electrical Subcontractor. Electrical Installation and majority of non-steel work scope.	Precision Electric Group, Inc	Oceanside, CA	1032142	Electrician	1000060624
Electrical Subcontractor. Electrical Installation and majority of non-steel work scope.	CSI Electrical Contractors, Inc	Santa Fe Springs, CA	617804	Electrician	1000002264
Electrical Subcontractor. Electrical Installation and majority of non-steel work scope.	Westech Systems, Inc	Fresno, CA	739791	Electrician	1000004372

(Duplicate for Additional Subcontractors)

Exhibit D – Non-Collusion Affidavit Agreement

South Orange County Community College District

Non-Collusion Affidavit
RFQ/P Attachment J

STATE OF CALIFORNIA
COUNTY OF Alameda

I, Mike Hall, being first duly sworn, deposes and says that I am
(Typed or Printed Name)

the CEO of Borrego Solar Systems, Inc., the party submitting
(Title) (Bidder Name)

the foregoing Bid Proposal ("the Bidder"). In connection with the foregoing Bid Proposal, the undersigned declares, states and certifies that:

1. The Bid Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.
2. The Bid Proposal is genuine and not collusive or sham.
3. The Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any other bidder or anyone else to put in sham bid, or to refrain from bidding.
4. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price, or that of any other bidder, or to fix any overhead, profit or cost element of the bid price or that of any other bidder, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract.
5. All statements contained in the Bid Proposal and related documents are true.
6. The Bidder has not, directly or indirectly, submitted the bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person, corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed this 4th day of November, 20 19 at Oakland, Alameda, California.
(City, County and State)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

(Signature)

Mike Hall, CEO

(Name Printed or Typed)

Exhibit E –Performance Bond

KNOW ALL MEN BY THESE PRESENTS that we, _____, as Surety and _____, as Principal, are jointly and severally, along with their respective heirs, executors, administrators, successors and assigns, held and firmly bound unto SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT (“the Obligee”) for payment of the penal sum the penal sum of _____ Dollars (\$_____) in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Obligee, by resolution of its Board of Trustees has awarded to the Principal a Contract for the Work described as Turnkey Solar Shade Structures – Irvine Valley College.

WHEREAS, the Principal, has entered into an agreement with the Obligee for performance of the Work; the Agreement and all other Contract Documents set forth therein are incorporated herein and made a part hereof by this reference.

WHEREAS, by the terms of the Contract Documents, the Principal is required to furnish a bond ensuring the Principal’s prompt, full and faithful performance of the Work of the Contract Documents.

NOW THEREFORE, if the Principal shall promptly, fully and faithfully perform each and all of the obligations and things to be done and performed by the Principal in strict accordance with the terms of the Contract Documents as they may be modified or amended from time to time; and if the Principal shall indemnify and save harmless the Obligee and all of its officers, agents and employees from any and all losses, liability and damages, claims, judgments, liens, costs, and fees of every description, which may be incurred by the Obligee by reason of the failure or default on the part of the Principal in the performance of any or all of the terms or the obligations of the Contract Documents, including all modifications, and amendments, thereto, and any warranties or guarantees required thereunder; then this obligation shall be void; otherwise, it shall be, and remain, in full force and effect.

The Surety, for value received, hereby stipulates and agrees that no change, adjustment of the Contract Time, adjustment of the Contract Price, alterations, deletions, additions, or any other modifications to the terms of the Contract Documents, the Work to be performed thereunder, or to the Specifications or the Drawings shall limit, restrict or otherwise impair Surety’s obligations or Obligee’s rights hereunder; Surety hereby waives notice from the Obligee of any such changes, adjustments of Contract Time, adjustments of Contract Price, alterations, deletions, additions or other modifications to the Contract Documents, the Work to be performed under the Contract Documents, or the Drawings or the Specifications.

In the event of the Obligee’s termination of the Contract due to the Principal’s breach or default of the Principal’s obligations thereunder, within twenty (20) days after written notice from the Obligee to the Surety of the Principal’s breach or default of the Contract Documents and Obligee’s termination of the Contract, the Surety shall notify Obligee in writing of Surety’s assumption of obligations hereunder by its election to either remedy the default or breach of the Principal or to take charge of the Work of the Contract Documents and complete the Work at its own expense (“the Notice of Election”); provided, however, that the procedure by which the Surety undertakes to discharge its obligations under this Bond shall be subject to the advance written approval of the Obligee, which approval shall not be unreasonably withheld, limited or restricted. The insolvency of

the Principal or the Principal's denial of a failure of performance or default under the Contract Documents shall not by itself, without the Surety's prompt, diligent inquiry and investigation of such denial, be justification for Surety's failure to give the Notice of Election or for its failure to promptly remedy the failure of performance or default of the Principal or to complete the Work.

In the event the Surety fails to issue its Notice of Election to Obligor within the time provided for hereinabove, the Obligor may thereafter cause the cure or remedy of the Principal's failure of performance or default or to complete the Work. The Principal and the Surety shall be jointly and severally liable to the Obligor for all damages and costs sustained by the Obligor as a result of the Principal's failure of performance under the Contract Documents or default in its performance of obligations thereunder, including without limitation the costs of cure or completion of the Work exceeding the then remaining balance of the Contract Price; provided that the Surety's liability hereunder for the costs of performance, damages and other costs sustained by the Obligor upon the Principal's failure of performance or default under the Contract Documents shall be limited to the penal sum hereof, which shall be deemed to include the costs or value of any Changes to the Work which increases the Contract Price.

In the event suit or other proceeding is brought upon this Bond by the Obligor, the Surety and Principal shall be jointly and severally liable for payment to the Obligor of all costs, expenses and fees incurred by the Obligor therewith, including without limitation, attorneys' fees.

[CONTINUED NEXT PAGE]

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this day of _____, 20__ by their duly authorized agent or representative.

(Bidder/Principal Name)

By:

(Signature)

(Typed or Printed Name)

Title:

(Attach Notary Public Acknowledgement of Principal's Signature)

(Surety Name)

By:

(Signature of Attorney-In-Fact for Surety)

(Typed or Printed Name of Attorney-In-Fact)

(Attach: (i) Attorney-In-Fact Certification; (ii) Notary Public Acknowledgment of Authorizing Signature on Attorney-Fact Certification; and (iii) Notary Public Acknowledgement of Attorney-In-Fact's Signature.)

**Contact name, address, telephone number and email address for
notices to the Surety**

(Contact Name)

(Street Address)

(City, State & Zip Code)

(____) _____ (____) _____
Telephone Fax

(Email address)

Exhibit F - Labor and Materials Payment Bond

KNOW ALL MEN BY THESE PRESENTS that we, _____, as Surety and _____, as Principal, are jointly and severally, along with their respective heirs, executors, administrators, successors and assigns, held and firmly bound unto SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT ("the Obligee") for payment of the penal sum of _____ Dollars (\$____) in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Obligee, by resolution of its Board of Trustees has awarded to the Principal a Contract for the Work described as Turnkey Solar Shade Structures – Irvine Valley College.

WHEREAS, the Principal, has entered into an Agreement with the Obligee for performance of the Work, the Agreement and all other Contract Documents set forth therein are incorporated herein by this reference and made a part hereof.

WHEREAS, by the terms of the Contract Documents, the Principal is required to furnish a bond for the prompt, full and faithful payment to any Claimant, as hereinafter defined, for all labor materials or services used, or reasonably required for use, in the performance of the Work.

NOW THEREFORE, if the Principal shall promptly, fully and faithfully make payment to any Claimant for all labor, materials or services used or reasonably required for use in the performance of the Work then this obligation shall be void; otherwise, it shall be, and remain, in full force and effect.

The term "Claimant" shall refer to any person, corporation, partnership, proprietorship or other entity including without limitation, all persons and entities described in California Civil Code §9100, providing or furnishing labor, materials or services used or reasonably required for use in the performance of the Work under the Contract Documents, without regard for whether such labor, materials or services were sold, leased or rented . This Bond shall inure to the benefit of all Claimants so as to give them, or their assigns and successors, a right of action upon this Bond.

In the event suit is brought on this Bond by any Claimant for amounts due such Claimant for labor, materials or services provided or furnished by such Claimant, the Surety shall pay for the same and reasonable attorneys' fees pursuant to California Civil Code §9554.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, deletion, addition, or any other modification to the terms of the Contract Documents, the Work to be performed thereunder, the Specifications or the Drawings, or any other portion of the Contract Documents, shall in any way limit, restrict or otherwise affect its obligations under this Bond; the Surety hereby waives notice from the Obligee of any such change, extension of time, alteration, deletion, addition or other modification to the Contract Documents, the Work to be performed under the Contract Documents, the Drawings or the Specifications of any other portion of the Contract Documents.

[CONTINUED NEXT PAGE]

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this ____day of _____, 20__ by their duly authorized agent or representative.

<p>_____ (Bidder/Principal Name)</p> <p>By: _____ (Signature)</p> <p>_____ (Typed or Printed Name)</p> <p>Title: _____</p> <p>(Attach Notary Public Acknowledgement of Principal's Signature)</p>
<p>_____ (Surety Name)</p> <p>By: _____ (Signature of Attorney-In-Fact for Surety)</p> <p>_____ (Typed or Printed Name of Attorney-In-Fact)</p> <p>(Attach: (i) Attorney-In-Fact Certification; (ii) Notary Public Acknowledgment of Authorizing Signature on Attorney-Fact Certification; and (iii) Notary Public Acknowledgement of Attorney-In-Fact's Signature.)</p>
<p>Contact name, address, telephone number and email address for notices to the Surety</p> <p>_____ (Contact Name)</p> <p>_____ (Street Address)</p> <p>_____ (City, State & Zip Code)</p> <p>(_____) _____ (_____) _____ Telephone Fax</p> <p>_____ (Email address)</p>

Exhibit G - Drug-Free Workplace Certification

This Drug-Free Workplace Certification is required pursuant to Government Code §§8350, et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract and the contractor may be subject to debarment from future contracting, if the state agency determines that specified acts have occurred.

Pursuant to Government Code §8355, every person or organization awarded a contract from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

- a) publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
- b) establishing a drug-free awareness program to inform employees about all of the following:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) the availability of drug counseling, rehabilitation and employee-assistance programs;
 - 4) the penalties that may be imposed upon employees for drug abuse violations;
- c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the DISTRICT determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to suspension of payments, termination, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350, et seq.

I acknowledge that I am aware of the provisions of Government Code Section 8350, et seq. and

hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

NAME OF CONTRACTOR

Signature

Print Name

Title

Date

Exhibit H - Smoke-Free Workplace Certification

Pursuant to Board Policy 2150, South Orange County Community College District maintains a smoke free environment in all District sites in order to maintain an educational and workplace environment that is conducive to the health and safety its students and employees. The use of tobacco products, to include but not limited to, the burning of any type of cigar, cigarette, or pipe, electronic (vapor) cigarette, and the use of smokeless/chewing tobacco is strictly prohibited within or on any District facility or property.

Tobacco products shall not be commercially sold or distributed in any manner on any District site including free samples from vendors or other entities. Advertising and sponsorship of events by any entity is also prohibited.

Contractor certifies that they will publish a statement notifying its subcontractors/employees with the details of this policy as it pertains to work at District sites.

This policy pertains to students, faculty, staff, administrators, contractors, visitors, and the general public attending events or working at any site within the District. Additionally, this policy applies to all District owned facilities and construction sites, owned or leased and regardless of location, and all state and auxiliary vehicles.

I acknowledge that I am aware of the provisions of SOCCCD Board policy 2150 and hereby certify that I will adhere to the requirements of the Smoke-Free Workplace policy.

Name of the Contractor

By: _____

Signature

Print Name

Title

Date

Exhibit I - No Gift Policy Certification

Contractors shall not offer any gratuities, favors, incentives, or anything of monetary value ("Incentives") to any official, employee or agent of the district for the purpose of influencing the consideration of any bid. Submission of a bid indicates contractor certifies that they have not paid nor have agreed to pay any person, other than a bona fide employee or agent of the Contractor, a fee or a brokerage fee resulting from the award of the contract. Providing Incentives shall result in the immediate termination of Contractor's existing and future contracts. The District will take appropriate actions including, but not limited to, referral to local law enforcement authorities.

Contractor certifies that they will publish a statement notifying its subcontractors/employees with the details of this policy as it pertains to work at District sites.

This policy pertains to contractors, consultants and proposers conducting business within the District.

I acknowledge that I am aware of the provisions of SOCCCD and hereby certify that I will adhere to the requirements of the District No Gift policy.

NAME OF CONTRACTOR

Signature

Print Name

Title

Date

Exhibit J – Site Parking and Laydown Area

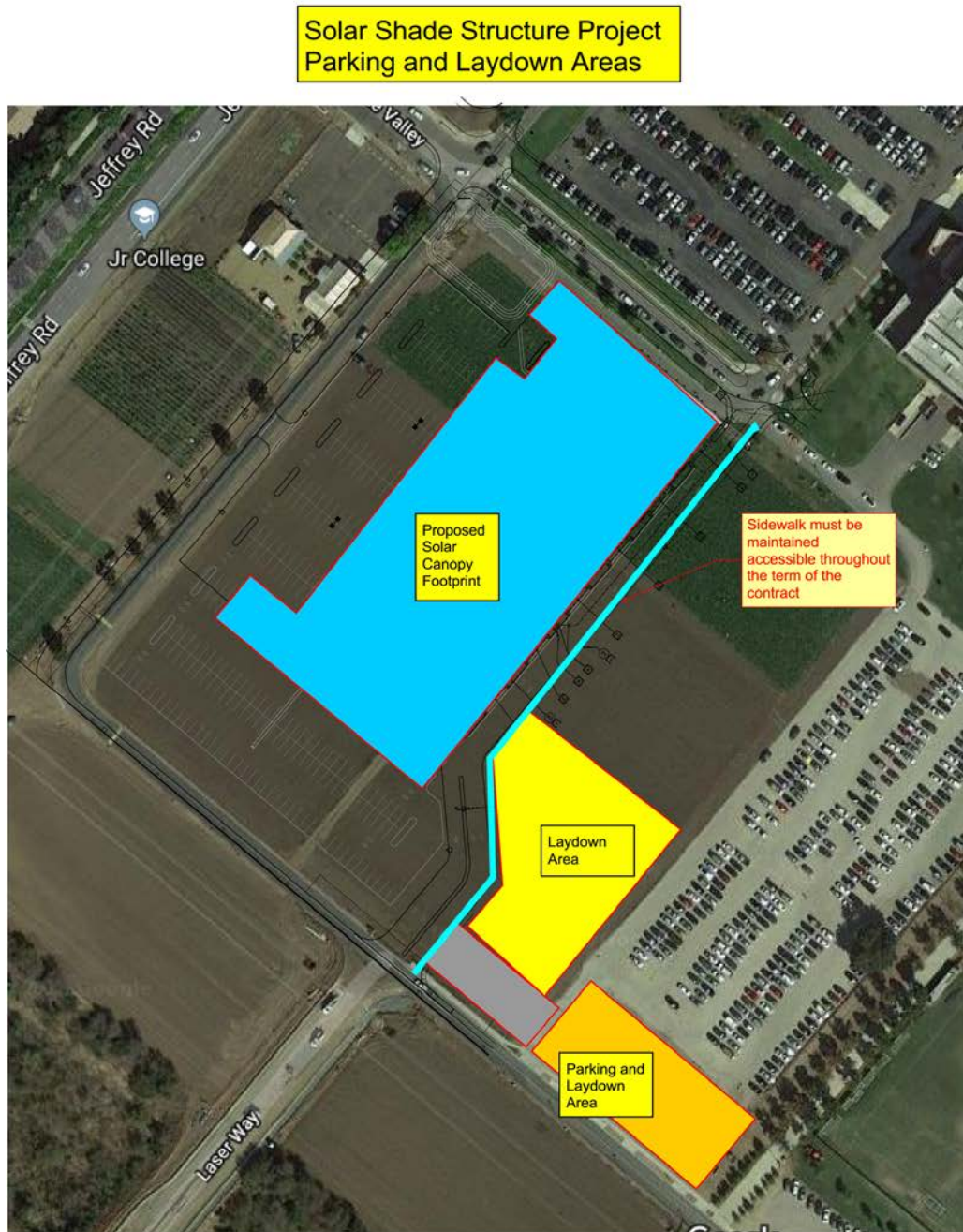


Exhibit K - Non-Asbestos/Non-Hazardous Materials Certification

Per Article 4.9.8 of the General Conditions.

Certification for Turnkey Solar Shade Structures – Irvine Valley College. We hereby certify that no Asbestos, or Asbestos Containing Materials shall be used in this Project or in any tools, devices, clothing, or equipment used to affect the Turnkey Solar Shade Structures, Irvine Valley College which we have installed in the South Orange County Community College District under Project/Bid No. RFQ/P No. 379D.

- (a) The Contractor further certifies that he/she has instructed his/her employees with respect to the above-mentioned standards, hazards, risks and liabilities.
- (b) Asbestos and/or asbestos containing material shall be defined as all items containing but not limited to chrysotile, corcidolite, amosite, anthophyllite, tremolite and actinolite.
- (c) Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos containing material.
- (d) Any disputes involving the question of whether or not material contains asbestos shall be settled by electron microscopy. The costs of any such tests shall be paid by the Contractor if the material is found to contain asbestos.
- (e) All work or materials found to contain asbestos or work or material installed with asbestos containing equipment will be immediately rejected and this work will be removed at no additional cost to the District.

NAME OF CONTRACTOR

Signature

Print Name

Title

Date

Exhibit L - Recycled Content Certification

To: South Orange County Community College District

Re: Turnkey Solar Shade Structures - Irvine Valley College

Pursuant to Public Contract Code Section 12205, all contractors are required to certify in writing under penalty of perjury the minimum (if not exact) percentage of recycled contract in materials, goods or supplies offered or products listed in Section 12207 used in the performance of their contract, regardless of whether the product meets the required recycled product percentage as defined in Section 12209. The recycled content shall include both post-consumer material and secondary material as defined in Public Contract Code Section 12200. The CONTRACTOR may certify that the product contains zero recycled content. For purposes of this Certification, the definitions found in Public Contract Code Section 12200 shall apply.

I declare under the laws of the State of California that the following percentages of Post-consumer Material and Secondary Material is in the materials goods or supplies offered for, or products used in, the performance of the Contract for the Project:

_____ % Post-consumer Material

_____ % Secondary Material

Executed on this _____ day of _____, 20____ at

_____.

NAME OF CONTRACTOR

Signature

Print Name

Title

Date

Exhibit M - Certificate of Worker's Compensation Insurance

Labor Code §3700 provides:

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

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

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

Name of the Contractor

By: _____
Signature

Print Name

Title

Date

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the contract.)

Exhibit N – DSA Approved Construction Documents

To be provided prior to the Second Notice to Proceed

Exhibit O – District Disclosures

- Irvine Valley College Parking Lot 6; PV System Site (provided as Attachment D to RFQ/P No. 379D)
- Irvine Valley College Parking Lot 6; As-Built Grading Plan (provided as Attachment E to RFQ/P No. 379D)
- Irvine Valley College Parking Lot 6; Site Electrical Plan (provided as Attachment F to RFQ/P No. 379D)
- Existing Battery Energy Storage System (provided as Attachment I to RFQ/P No. 379D)
- Irvine Valley College Parking Lot 6; Ninyo & Moore Geotechnical Evaluation (February 25, 2020)

Exhibit P – Technical and Design Specifications

SOLAR PV SYSTEM

TECHNICAL DESIGN SPECIFICATIONS AND REQUIREMENTS

South Orange County Community College District

April 11, 2019

1. Specifications and Requirements	1
1.1 Site Access	1
1.2 Project Management.....	1
1.2.1 Project Manager.....	1
1.2.2 Project Schedule.....	1
1.2.3 Submittals	2
1.3 System Design.....	3
1.3.1 Design Review Process/ Phases	3
1.3.2 Turnkey Firms' License Classification.....	4
1.3.3 Design Submittals	4
1.3.4 Division of the State Architect Review	4
1.3.5 Technical Requirements	4
1.4 Procurement/Construction	14
1.4.1 Scope of Supply	14
1.4.2 Materials and Equipment	14
1.4.3 Quality Assurance and Quality Control	14
1.5 Testing	15
1.5.1 System Commissioning	15
1.5.2 System Startup	16
1.5.3 Proving Period (30 days)	16
1.6 Training	17
1.7 Educational Programs.....	18

1 Specifications and Requirements

1.1 SITE ACCESS

Turnkey Firm shall conform to Customer rules and requirements for accessing the Site. Road usage, road closures, number of vehicles, access points, etc., may be reasonably regulated by the Customer, and Customer agrees to coordinate these activities with Turnkey Firm in advance. Site visits shall be approved and reasonable check-in requirements must be followed.

1.2 PROJECT MANAGEMENT

1.2.1 Project Manager

These Technical Design Specifications and Requirements are part of the documents forming a part of the Energy Services Agreement for Design Services Irvine Valley College; Parking Lot 6 Solar Power Generating Photovoltaic System ("Agreement"). Turnkey Firm shall assign a Project Manager from their firm upon execution of the Agreement and receipt of Notice to Proceed. The Project Manager shall manage all design, procurement, construction, and commissioning phases of the Project. The construction of PV systems shall be accomplished by Turnkey Firm with an on-site construction management team. The Project Manager shall ensure that all contract, schedule, and reporting requirements of the Project are met and shall be the primary point of contact for the Customer.

1.2.2 Project Schedule

A Project Schedule is to be prepared and submitted to the Customer within 14 days of Agreement execution. The Customer will review and approve the Project Schedule prior to the initiation of work. Updates shall be submitted every other week, though the Customer may allow less frequent updates at their discretion. The submittal shall be a Critical Path Method (CPM) schedule describing all Project activities, dependencies, and sequencing of tasks. In particular, Turnkey Firm shall include Customer review of submittals on the Critical Path. The Project Schedule shall describe all elements of project design, equipment procurement, construction and commissioning, and shall be submitted in electronic format via MS Project or Smartsheets. Adobe Acrobat is not acceptable. The schedule shall also reflect the requirement that construction activities must be coordinated to minimize impacts on normal operations at the Site, including ongoing construction activities.

Sufficient information shall be shown on the Project Schedule to enable proper control and monitoring of the Work. The Project Schedule shall show the intended time for starting and completing each activity; the duration of each activity; submittal and approval times; design; delivery of materials, equipment and software; all testing; and other significant items related to the progress of the Work. The Project Schedule shall include a CPM network diagram of sufficient detail to show how Mandatory Milestones are intended to be met. If a schedule submitted by Turnkey Firm includes changes affecting the achievement of Mandatory Milestones, Turnkey Firm should clearly identify and justify those changes.

Turnkey Firm is encouraged to phase the Work in a way that supports efficient and effective delivery of design and build services. The following Mandatory Milestones shall be reflected in the schedule and represents the dates upon which each milestone is to be achieved for the Site in the Agreement (as such dates may be extended as provided in the Agreement).

Mandatory Milestone	Date
Notice to Proceed for Design Services	June 5, 2020
System Permit Design Submitted to District	September 8, 2020
Construction Documents Approved by District	September 21, 2020
DSA Review	September 28, 2020
Notice to Proceed for Construction Services	October 16, 2020
Utility PTO	April 1, 2021
Commissioning	April 8, 2021
Warranty/O&M/PeGu Start	May 31, 2021
Substantial Completion	March 24, 2021
30 Day Proving Period	May 13, 2021
Final Completion	May 31, 2021

1.2.3 Submittals

Turnkey Firm shall provide the following submittals as part of the performance of the Work. The cost of developing and providing submittals shall be included in the Project price.

2 Agreement Submittals

Submittal	Submittal Date
I. System Design	
a. System Design Documentation	At 50% design and at 100% design (construction drawings issued for review)
b. Warranties	At Construction Documents milestone
c. Testing Plan	At Construction Documents milestone
d. Training Plan	At Construction Documents milestone
e. Power production modeling	At Construction Documents milestone, As-Built Documentation, and any time system changes cause change in production of 0.5% or more
II. Procurements and Construction	
a. Quality Assurance / Quality Control (QA/QC) Plan	30 days before commencement of construction
b. As-built Documentation	After completion of Proving Period
III. Testing	
a. System commissioning Results	After System commissioning
b. Startup Test Results	After Startup Test
c. Monitoring Data (Proving Period)	Continually throughout Proving Period

d. Proving Period Report	30 days after System Startup
IV. Training	
a. Training Materials	30 days before Training Session
b. Monitoring Manual	30 days before Training Session
c. Operations & Maintenance Manual	30 days before Training Session

1.3 SYSTEM DESIGN

1.3.1 Design Review Process/ Phases

The Customer will review and approve design documentation based on the requirements in this Agreement. Additional documents may be requested by the Customer as needed. The precise organization and format of the design submittals shall be agreed upon by Turnkey Firm and the Customer prior to the first design submission. The Customer will review all submittals, provide written comments, and conduct Design Review Meetings for each stage of the process. Turnkey Firm shall provide additional detail, as required, at each successive stage of the Design Review. Turnkey Firm shall not order equipment and materials until Schematic Design submittals have been approved. Turnkey Firm shall not begin construction until Construction Documents have been approved and all required permits have been obtained. The Customer will formally approve, in writing, each phase of the design and is the sole arbiter of whether each phase of the design has been completed. The Turnkey Firm shall not enter a subsequent design phase without the approval of the Customer.

Turnkey Firm shall be held solely responsible for obtaining approvals from the Customer, including revising designs as necessary until they are given approval by the Customer and all other required entities and organizations. A description of requirements for each design phase is provided below. System design shall comply with all applicable laws, statutes, ordinances, codes, rules, and regulations for construction projects of jurisdictions with authority over the Customer. Turnkey Firm is responsible for providing designs approved by the appropriate professional engineers registered in the State of California. System designs must take into account Customer aesthetic issues and not conflict with any current Customer operations.

1.3.1.1 *50% Design Phase*

Based upon the preliminary design layout described in Exhibit B of the Agreement, Turnkey Firm shall prepare 50% Design documents consisting of drawings and other documents illustrating the scale and relationship of Project components, including but not limited to, schematic design studies, site utilization plans, PV array layouts, a shading analysis, electrical single-line diagrams, equipment lists and bills of material, identified interconnection point and methodology, and equipment cut sheets or specifications. All issues with existing Customer equipment that may interfere with the performance of the solar system or prevent the system from interconnection to the utility must be identified at the time of the 50% design submittal. Owner is responsible for non-solar infrastructure upgrades but necessary upgrades need to be identified early in the process (i.e. transformers, switchgear, etc.).

Additionally, 50% design documents shall consist of elevations, cross sections, and other drawings and documents necessary to depict the design of the Project. This submittal shall include civil, structural, geotechnical, mechanical and electrical design documents and equipment specifications

to illustrate the size, character, and quality of the Project and demonstrate that it meets the performance specifications defined in this Agreement. The 50% design documents shall represent 100% of the intended equipment layout for the Project.

1.3.1.2 100% Design Phase -- Construction Drawings Issued For Review (CDIFR)

Turnkey Firm shall prepare CDIFR depicting the detailed construction requirements of the Project. CDIFR shall conform to all applicable governmental, regulatory, and code requirements, and all pertinent federal, state, and local permitting agencies. The CDIFR shall conform to DSA Project Submittal Checklist, DSA 3. The CDIFR shall show the work to be done, as well as the materials, workmanship, finishes, and equipment required for the Project. CDIFR shall comply with and illustrate methods to achieve the performance specifications of this Agreement. CDIFR shall be reviewed by the engineer of record and any other required engineering disciplines. Borrego will modify CDIFRs to obtain the District's acceptance before submitting to DSA for approval.

System production will be updated to reflect final design. This production will be used for the Production Guarantee. The same assumptions will be used to establish as the original estimate.

1.3.2 Turnkey Firms' License Classification

In accordance with the provisions of California Public Contract Code §3300, the Customer requires that Respondents possess, at the time of submission of a Proposal, at the time of award of the Agreement and at all time during construction activities, a General Contractor License (B) and Electrical Contractor License (C-10). It shall be acceptable for a Respondent that does not possess a C-10 License to list a Subcontractor with a C-10 License. A Solar Contractor License (C-46) is desired in addition, but not mandatory.

1.3.3 Design Submittals

Turnkey Firm shall prepare a comprehensive submittal package for each phase of the Work that will be reviewed and approved by the Customer. Each submittal package shall include, at a minimum, the required elements that convey in sufficient detail for each phase of the design, the necessary documentation as follows:

- Site Layout Drawings
 - Construction Specifications (trenching, mounting, etc.)
 - Equipment Layout Drawings
 - Detailed Drawings
 - Fire Access Lane Details (For the parking lot.)
 - Single-Line Diagrams
 - Network Connection Diagrams
 - Geotechnical Drawings
 - Manufacturer's Cut Sheets
 - Equipment Specifications
 - Structural Calculations
 - ADA Compliance Plans
 - Data Acquisition System (DAS) Specifications, Cut Sheets, and Data Specifications
-

Customer shall have ten (10) business days to review and approve formal submittals. Customer and Turnkey firm shall mutually agree on processes and procedures during design and construction for raising and responding to design or construction questions. Customer agrees to a maximum time of five (5) business days from receipt of each question to providing a response.

1.3.4 Division of the State Architect Review

Construction Documents must be reviewed and approved by the Division of the State Architect (DSA). Turnkey Firm shall be responsible for obtaining all DSA approvals and shall account for DSA requirements in their system designs and schedule. The Customer will not grant Turnkey Firm relief based on Turnkey Firm's incomplete or incorrect understanding of DSA requirements. The District will pay DSA fees directly to DSA within ten (10) business days after Turnkey Firm's submittal of the DSA fee calculation sheet to the District.

1.3.5 Technical Requirements

1.3.5.1 *General Considerations*

All documentation and components furnished by Turnkey Firm shall be developed, designed, and/or fabricated using high quality design, materials, and workmanship meeting the requirements of the Customer and all applicable industry codes and standards. Reference is made in these specifications to various standards under which the Work is to be performed or tested. The installations shall comply with at least, but not limited to, the latest approved versions of the International Building Code (IBC), National Electrical Code (NEC), Utility Interconnection Requirements, and all other federal, state, and local jurisdictions having authority.

1.3.5.2 *Existing Conditions*

Turnkey Firm shall have forty (40) business days after the design phase NTP has been issued to conduct detailed examinations of the Site) and review the Client Disclosures set forth in Exhibit O of the Agreement. If the examinations identify variations between actual conditions and client disclosures, adjustments, if any, shall be in accordance with the terms and conditions of The Agreement.

1.3.5.3 *Electrical Design Standards*

The design, products, and installation shall comply with at least, but not limited to, the most recent versions of the following electrical industry standards, wherever applicable:

- Electronic Industries Association (EIA) Standard 569
 - Illumination Engineering Society of North America (IESNA) Lighting Standards
 - Institute of Electrical and Electronics Engineers (IEEE) Standards
 - National Electrical Manufacturers Association (NEMA)
 - National Electric Code (NEC)
 - Insulated Power Cable Engineers Association (IPCEA)
 - Certified Ballast Manufacturers Association (CBMA)
 - Underwriters Laboratories, Inc. (UL)
 - National Fire Protection Association (NFPA)
 - Utility(s) Requirements
-

- American National Standards Institute (ANSI)
- Occupational Health and Safety Administration (OSHA)
- American Disabilities Act (ADA)
- American Society for Testing and Materials (ASTM)
- National Electrical Contractors Association (NECA)
- National Electrical Testing Association (NETA)
- International Building Code (IBC)
- All other Authorities Having Jurisdiction

1.3.5.4 *Modules*

In addition to the above, the PV modules proposed by Turnkey Firm shall comply with at least, but not limited to, the following:

- IEEE 1262 “Recommended Practice for Qualifications of Photovoltaic Modules”.
- Modules shall be new, undamaged, fully warranted without defect.
- Modules shall comply with the State of California SB1 Guidelines for Eligibility, listed at: http://www.gosolarcalifornia.org/equipment/pv_modules.php
- Modules shall have minimum maintenance requirements and high reliability, have a minimum 25-year design life, and be designed for normal, unattended operation.
- All PV modules for this project shall be classified by the solar finance industry as Tier 1.
- Acceptable mounting methods for unframed modules shall be provided by the manufacturer. Bolted and similar connections shall be non-corrosive and include locking devices designed to prevent twisting over the 25-year design life of the PV system.
- If PV modules using hazardous materials are to be provided, then the environmental impact of the hazardous material usage must be disclosed, including any special maintenance requirements and proper disposal/recycling of the modules at the end of their useful life.

1.3.5.5 *Inverters*

In addition to the above, inverters proposed by Turnkey Firm must comply with at least, but not limited to the following:

- Inverters shall be suitable for grid interconnection and shall be compliant with all Utility interconnection requirements.
 - Inverters shall comply with the State of California SB1 Guidelines for Eligibility, listed at: <http://www.gosolarcalifornia.org/equipment/inverters.php>
 - IEEE 929-2000 – “Recommended Practice for Utility Interface of Photovoltaic Systems”.
 - Inverters must automatically reset and resume normal operation after a power limiting operation.
 - The inverter shall be capable of continuous operation into a system with voltage variation of plus or minus 10% of nominal. The inverter shall operate in an ambient temperature range of -20°C to +50°C.
 - Inverters shall include all necessary self-protective features and self-diagnostic features to protect the inverter from damage (in the event of component failure or from parameters beyond normal operating range due to internal or external causes). The self-protective features shall not allow the inverters to be operated in a manner which may be unsafe or damaging.
-

- Inverters shall be true sine wave high frequency PWM with galvanic isolation.
- Inverters shall be sized to provide maximum power point tracking for voltage and current range expected from PV array for temperatures and solar insolation conditions expected for Project conditions.
- Inverters shall be capable of adjusting to "sun splash" from all possible combinations of cloud fringe effects without interruption of electrical production.
- Inverters shall be UL 1741 and IEEE 1547 compliant.
- Inverters shall have a THD < 5%.
- Enclosures shall be rated NEMA 3R when the inverter is located outdoors. For outdoor installations in corrosive environments, NEMA 4X series 300 stainless steel enclosures must be used.
- Power factor shall be 0.99 or higher, unless otherwise required by The Utility Company.
- Inverter selection shall take into account anticipated noise levels produced and minimize interference with Customer activities.
- Inverters shall have a minimum efficiency, based on the device's power rating, meeting the following specifications:

Inverter Efficiency Requirements

Inverter Power Rating Range	Minimum Efficiency
1000+ kW	96%
500-999 kW	97%
250-499 kW	96.8%
100-249 kW	95.8%
50-99 kW	94.5%
0-49 kW	93.5%

1.3.5.6 Mounting Systems

The mounting systems shall be designed and installed such that the PV modules may be fixed or tracking with reliable components proven in similar projects, and shall be designed to resist dead load, live load, corrosion UV degradation, wind loads, and seismic loads appropriate to the geographic area over the expected 25-year lifetime. The Turnkey Firm's design shall sufficiently respond to the design requirements imposed by Federal, State, and local jurisdictions in effect at the time of Agreement execution and any pending code decisions affecting the design shall be identified during Schematic Design. Turnkey Firm shall conduct an analysis, and submit evidence thereof, including calculations, of each structure affected by the performance of the scope. The analysis shall demonstrate that existing structures are not compromised or adversely impacted by the installation of PV, equipment, or other activity related to this scope. Mounting systems must also meet the following requirements at a minimum:

- All structural components, including array structures, shall be designed in a manner commensurate with attaining a minimum 25-year design life. Particular attention shall be given to the prevention of corrosion at the connections between dissimilar metals.

- Thermal loads caused by fluctuations of component and ambient temperatures shall be accounted for in the design and selection of mounting systems such that neither the mounting system nor the surface on which it is mounted shall degrade or be damaged over time.
- Each PV module mounting system must be certified by the module manufacturer as (1) an acceptable mounting system that shall not void the module warranty, and (2) that it conforms to the module manufacturer's mounting parameters.
- Final coating and paint colors shall be reviewed and approved by the Customer during Design Review.
- Painting or other coatings must not interfere with the grounding and bonding of the array.

1.3.5.7 *Shade Structure Requirements*

Turnkey Firm will be responsible for incorporating the following elements in the design and construction of the System:

- Efforts should be made to minimize loss of parking spaces. Customer prefers to lose zero parking spaces.
- Shade structure columns and beams shall be painted to match site colors or to a color of the Customer's approval.
- Minimum height of nine (9) feet with reasonable uniformity among adjacent panels.
- Shade structures and all attached equipment shall be designed and installed so as to minimize the ability to climb structures
- Shade structures shall be installed such that the finished height of the array is uniform and/or level, and is subject to the Customer's reasonable approval at design submittal.
- Carport structural foundations shall be designed in accordance with the geotechnical data provided in Attachment A-3. Foundations are assumed to be 12' deep.
- Designs shall be refined by Turnkey Firm based on site specific investigations performed with borings co-located within proposed array locations.

1.3.5.8 *System Security Requirements*

Turnkey Firm shall:

- Design the solar system so that sensitive components are as protected against vandalism as possible.
- Position inverter on/off switches so that they are not easily accessible while still maintaining fire code.

1.3.5.9 *Corrosion Control*

- Each PV system and associated components must be designed and selected to withstand the environmental conditions of the site (e.g., temperatures, winds, rain, flooding, etc.) to which they will be exposed.
 - Particular attention shall be given to the prevention of corrosion at the connections between dissimilar metals.
-

1.3.5.10 *Ancillary Equipment Enclosures*

Turnkey Firm will be responsible for incorporating the following elements in the design and construction of the System: Fencing: all ancillary equipment (excluding inverters and panelboards) shall be grouped to a single location and shall be surrounded by a fence to prevent unauthorized access. The fence shall be a six (6) foot high chain link fence with vinyl privacy slats.

- Location: all ancillary equipment shall be located in a manner that minimizes its impact to normal Customer operations and minimizes the visual impacts to the Site. Inverters to be mounted to solar support structure columns.

1.3.5.11 *Reserved*

1.3.5.12 *Short Circuit Coordination Study*

- In the event The Utility Company, during the interconnection application process, requires a short circuit coordination study, the Turnkey Firm shall be responsible for conducting a short-circuit and coordination study (SCCS) that includes all of the overcurrent protective devices installed on the project (AC/DC fuses and AC/DC circuit breakers). This study will ensure that the devices installed as part of the PV project are coordinated with the rest of the Site's distribution, preventing an unintentional outage due to an isolated PV system fault.
- The study shall be submitted, with calculations, to the Customer.

1.3.5.13 *Wiring and Cabling Runs*

- Turnkey Firm shall layout and install all AC conductors in conduit.
 - Conduit buried underground shall be suitable for the application and compliant with all applicable codes. PVC shall be constructed of a virgin homopolymer PVC compound and be manufactured according to NEMA and UL specifications. All PVC conduit feeders shall contain a copper grounding conductor sized per NEC requirements and continuity shall be maintained throughout conduit runs and pull-boxes. Minimum conduit size shall be ¾". A tracing/caution tape must be installed in the trench over all buried conduit. New Medium voltage underground conduits placed in trenches, buried under roadways, or swales shall be encased with red dyed concrete slurry cap.
 - The minimum depth of new conduit installed using horizontal directional boring (HDB) shall be per NEC 2011 Article 300.5. The Turnkey Firm is responsible for demonstrating that all conduits installed utilizing HDB meets the minimum depth requirement and is solely responsible for any remediation costs and schedule impacts if the specification is not met. The HDB contractor must provide documentation of final depth and routes of all conduit installed in horizontal bores.
 - Conduit installed on building roofs shall not be installed near roof edges or parapets to reduce visibility. Any conduit penetrations through roof surfaces shall not be made within five (5) feet of the roof edge to reduce visibility. If conduit is installed on the exterior face of any building, it shall be painted to match the existing building color. In all cases, the visible impact of conduit runs shall be minimized and the design and placement of conduit shall be reviewed and approved by the Customer as part of Design Review.
 - Electro-metallic tubing (EMT) shall be used in indoor, above grade locations and where conduit needs to be protected from damage. EMT shall not be installed underground or
-

embedded in concrete. EMT shall be cold-rolled zinc coated steel and be manufactured to UL and ANSI standards. Fittings shall be watertight and malleable gripping ring compression type. EMT may be used in locations 8 feet above interior or exterior grade.

Pressure cast material for nuts of compression ring type fittings and set-screw type connections are not acceptable.

- Galvanized Rigid Conduit (GRC) shall be used in compliance with NEC where subject to physical damage in exposed areas. GRC shall be continuous hot-dipped galvanized manufactured per UL and ANSI requirements. Rigid aluminum conduit is not acceptable. Conduit bodies for use with steel conduit, rigid or flexible, shall be manufactured per UL requirements and shall be cast metal with gasketed closures. Fittings for GRC conduit shall be malleable iron or forged steel with cadmium or zinc coating. Union couplings for joining rigid conduit at intermediate runs shall be of the same material as the conduit. Couplings shall be threaded concrete-tight to permit completing conduit runs when neither conduit can be turned and to permit breaking the conduit run at the union. Set screw connectors are not acceptable.
- Minimum conduit size shall be $\frac{3}{4}$ ".
- All conduits, boxes, enclosures, etc. shall be secured per NEC 690 requirements.
- All conductors shall be insulated copper or aluminum rated for 600V or 1000V, maximum. DC conductors shall be PV wire rated at 2kV.
- All items shall be U.L. listed and shall bear the U.L. label.
- All new spare conduits shall be cleaned, mandrelled, and provided with a pullwire. Spare conduits shall be installed to support the future installation of security cameras and emergency call boxes for parking lot carport systems, in locations identified by the District provided that no new or additional trenching or boring is required.

All feeders and branch circuits shall be sized in compliance with NEC requirements. All systems, conduit, boxes, components, etc. shall be grounded and bonded per NEC requirements and in accordance with Section 1.3.5.14.

- Turnkey Firm will be responsible for locating, identifying and protecting existing underground utilities conduits, piping, substructures, etc. and ensuring that no damage is inflicted upon existing infrastructure.
- Design Builder shall install the exposed string cable homeruns along the beams or structure.
- All exposed string wiring must be installed above the lower surface of the structural purlins and beams. Wire loops under framing members are not acceptable.

1.3.5.14 Grounding and Bonding

- Module ground wiring splices shall be made with irreversible crimp connectors.
- All exposed ground wiring must be routed above the lower surface of any structural framing.
- For shade structure installations, grounding electrode conductors shall be bonded to structure columns either just below grade or below the top surface of concrete bollards.

1.3.5.15 Reserved

1.3.5.16 Meters

- Generation Meters shall use Internet Protocol (IP) communication and shall not require a custom network for connection.
-

- Generation Meters shall have the capability to store metered data (including instantaneous kW, kWh, voltage, current, and phase information) in fifteen (15) minute intervals and retain such information for at least seven (7) days.

1.3.5.17 *Shade Structure Lighting*

- Installation of shade structure PV systems in all locations shall include the installation of new security high efficiency lighting. Installation of shade structure PV systems shall include the removal of existing security light poles, foundations, and fixtures that conflict with new solar array(s) and are no longer effective. Existing security lighting foundations shall be removed to a depth of 4 inches below grade. Asphalt shall be patched level with surrounding surface. Restripe as necessary.
- Lighting shall be LED lighting
- New parking lot fixtures shall be installed to provide parking lot illumination compliant with IESNA requirements or recommendations for illumination and safety.
- Minimum horizontal illuminance of 1 FC at ground level under carports with a uniformity ratio of 15:1; design and fixtures must meet Title 24 requirements.
- The new lighting is required to illuminate the entire parking area and adjacent pedestrian walkways affected by the removal of existing lights, not just the area under the PV modules.
- A photometric illumination plot must be submitted for each parking lot showing all existing lighting and proposed new canopy lighting.
- Submit California Title 24 Outdoor Lighting calculations with all lighting drawings and show evidence of compliance.

Photocell controls shall be used in conjunction with a lighting control system for all exterior lighting and energize lighting when ambient lighting levels fall below two (2) foot-candles measured horizontally at ground level. Lighting shall also be permitted to operate manually without regards to photocell input. Replacement parking lot lighting shall be served from an existing parking lot lighting circuit and any existing circuits and existing control function and tie-in to existing controls shall be maintained, or if replaced, done so at the approval of the Customer.

1.3.5.18 *Monitoring System, DAS, and Reporting*

Turnkey Firm shall design, build, activate and ensure proper functioning of Data Acquisition Systems (DAS) that enable the Customer to track the performance of the PV Systems as well as environmental conditions through an online web-enabled graphical user interface and information displays. Turnkey Firm shall provide equipment to connect the DAS via existing Wi-Fi network or cellular data network at all locations. The means of data connection will be determined during design. The Customer will pay for the cost of cellular data service if needed, but not for the modem or other equipment needed to connect to the cellular network.

The DAS(s) shall provide access to at least the following data:

- Instantaneous AC system output (kW)
 - PV System production (kWh) over pre-defined intervals that may be user configured □
AC and DC voltage
 - Horizontal and in-plane irradiance (at least three (3) sensors for each, at different positions in the array)
 - Ambient and back-of-cell temperature (at least two (2) sensors for each, at different positions in the array)
-

- Inverter status flags and general system status information
- System availability
- Site Load information. Available load data for the meter the system is connected to shall be collected by the solar monitoring solution as part of the DAS.

Environmental data (temperatures, wind speed, and irradiance) shall be collected via an individual weather station installed at each campus where PV is being installed.

Data collected by the DAS shall be presented in an online web interface, accessible from any computer through the Internet with appropriate security (e.g., password controlled access). The user interface shall allow visualization of the data at least in the following increments: 15 minutes, hour, day, week, month, and year. The interface shall access data recorded in a server that may be stored on-site or remotely with unfettered access by the Customer for the life of the Project. The online interface shall enable users to export all available data in Excel or ASCII comma-separated format for further analysis and data shall be downloadable in at least 15 minute intervals for daily, weekly, monthly and annual production.

The Monitoring system shall enable Customer staff to diagnose potential problems and perform remediating action. The monitoring system shall provide alerts when the system is not functioning within acceptable operating parameters. These parameters shall be defined during the design phase of the Project and specified in the DAS design document.

Additionally, Turnkey Firm shall provide the following reports for the life of the Project:

- Monthly Production report shall be available online to the Customer personnel.
- Annual Performance report shall be sent electronically to the Customer personnel.
- System performance data shall be made available electronically to the Customer in a format and at a frequency to be determined during the Design Review process.
- Additional reports shall be made available to the Customer to assist the Customer in reconciling system output with utility bills and the production guarantee, as determined in the Design Review process.

A Monitoring Manual shall be provided to the Customer in printed or on-line form that describes how to use the monitoring system, including the export of data and the creation of custom reports.

1.3.5.19 Other Considerations

- All Balance of Systems (wiring, components, conduits, and connections) must be suited for conditions for which they are to be installed.
- Local DC and AC disconnects shall be located in accessible locations near inverters or will be integrated into inverters. □ Outdoor enclosures shall be rated NEMA 3R, NEMA 4, or NEMA 4X.

1.3.5.20 Permits and Approvals

Turnkey Firm shall produce required documentation in sufficient detail to obtain all regulatory approvals requested for design, construction and operation of the system, including but not limited to all federal, state, and local permits. Securing all approvals, all permits and paying all fees shall be the sole responsibility of Turnkey Firm. To that end, Turnkey Firm shall provide a design that is acceptable to the state, county, and local authorities having jurisdiction over this Project. The

proposed design shall be suitable for construction under the guidelines and regulations in effect at the time the Agreement is executed. The Customer will not accept responsibility for cost increases or delays resulting from inaccurate interpretation of codes and standards in effect at the time the Agreement is executed.

1.3.5.21 FAA Requirements

Turnkey Firm shall be responsible to submit the appropriate FAA Form 7460-1, along with any other required forms and documentation, for all proposed PV systems within the approach or takeoff paths or on the property of airports as defined by the Code of Federal Regulations Title 14 Part 77.9.

1.3.5.22 Interconnection

Turnkey Firm is responsible for obtaining all necessary Utility interconnection approvals for each PV system being installed. Turnkey Firm must comply with all interconnection requirements, such as CPUC Rule 21 for the Utility service territory. Turnkey Firm is responsible for the proper planning and scheduling of interconnection approvals and any potential interconnection study. Systems installed as part of this project will take advantage of Net Energy Metering (NEM) and Aggregate Net Energy Metering (ANEM). Turnkey Firm shall be responsible for ensuring the system design and interconnection qualifies for NEM and ANEM.

1.3.5.23 Production Modeling

Production modeling of the PV systems shall be performed using PVSYST or equivalent modeling software using the most appropriate available weather data. The simulations shall accurately simulate energy production for proposed system layouts, sizes, and orientation. It is critical that PV production models are accurate with all methodology and assumptions described. The Customer will independently verify production models are accurate to the designed systems and utilize simulation results for economic evaluations. Turnkey Firm shall be responsible for providing updated production models each time sufficient changes are made to the proposed system designs that will impact production, considered to be minimally 0.5%. Production models shall be submitted at minimum for the Construction Documents phase and the As-Built phase.

1.3.5.24 Shading

Turnkey Firm shall adhere to the following requirements in order to avoid excessive shading on modules. For any object near an array that is higher than the lowest point of that array by height H, Turnkey Firm shall locate the array farther from the object than:

- 3H to the North of the object
- 3H to the East or West of the object
- 3H to any non-cardinal direction of the object

Any Turnkey Firm whose system design does not adhere to these rules shall perform a shading analysis justifying the basis for their design, including any proposed tree removal, and explaining why shading does not create an adverse performance and/or economic impact.

Any trees that are in the footprint of systems to be installed by the Turnkey Firm shall be removed by the Turnkey Firm at their expense, subject to the approval of the Customer. A tree shall be considered to be in the footprint of a system if its canopy would extend over any part of the system,

including structural components or modules. The Customer will remove or prune, at its discretion, trees planted outside of the work area that shade PV systems (at present time or in the foreseeable future), provided the Turnkey Firm identifies these trees during the design process. The Turnkey Firm shall be responsible for any required tree remediation efforts resulting from tree removal that is deemed the Turnkey Firm's responsibility.

1.3.5.25 *Warranties*

Turnkey Firm shall provide a comprehensive one (1) year warranty on all system components against defects in materials and workmanship under normal application, installation, and use and service conditions.

Additionally, the following minimum warranties are required:

- PV Modules: The PV modules are to include a twenty five (25) year limited warranty for power output. The PV modules shall be warranted against excessive degradation of power output, the forgoing are in addition to, and not in lieu of obligations of Turnkey Firm under the Performance Guarantee.
- Inverter: The inverter shall carry an extended warranty of at least ten (10) years.
- Meters: At minimum, meters shall have a one (1) year warranty. For meters integrated in inverters, the meter warranty period must match the inverter.
- Mounting system: One (1) year workmanship (excludes aesthetic issues related to painting and galvanization), 20 year structural
- Balance of system components: the remainder of system components shall carry manufacturer warranties which conform to industry standards.
- Notwithstanding the above, except for in year-1, Turnkey Firm will look to existing warranties to cover product replacement costs, or to the Client if product warranties have expired.

All work performed by Turnkey Firm must not render void, violate, or otherwise jeopardize any preexisting Customer facility or building warranties or the warranties of system components.

1.4 PROCUREMENT/CONSTRUCTION

1.4.1 Scope of Supply

Turnkey Firm shall provide all necessary labor, materials, equipment, and services required to install complete integrated turnkey PV systems. Turnkey Firm shall supply all solar modules, mounting equipment, inverters, AC and DC disconnect switches, metering, related wiring, monitoring equipment, and all ancillary equipment necessary to install the PV system and interconnect it to the Customer electrical distribution system. The PV system installations shall comply with all contract requirements, technical specifications, approved design documents, and applicable regulatory codes and requirements. Turnkey Firm shall submit As-Built Construction Drawings in hard copy with four (4) sets and an electronic copy in DWG format on compact disc to the Customer after completion of the Proving Period for the System at the Site.

1.4.2 Materials and Equipment

Materials and equipment incorporated in the Work shall be new and suitable for the use intended. No material or equipment shall be used for any purpose other than that for which it is designed, specified or indicated.

Turnkey Firm shall use means necessary to protect the materials and equipment before, during and after installation. Turnkey Firm shall promptly replace lost or damaged materials and equipment with equal, or Customer-approved, replacements, or repair them, at no additional cost to the Customer.

1.4.3 Quality Assurance and Quality Control

Turnkey Firm shall implement a Quality Assurance / Quality Control (QA/QC) plan for construction activities on the Customer Site. At least 30 days prior to the planned commencement of construction, Turnkey Firm shall submit a copy of the QA/QC Plan for review and approval by the Customer.

To ensure the highest quality of the installation, Turnkey Firm shall:

- Implement policies and procedures to ensure proper oversight of construction work, verification of adherence to construction documents and contractual requirements, and rapid identification and mitigation of issues and risks.
- Utilize best practice methods for communicating progress, performing work according to the approved Project schedule, and completing the Project on-time.
- Keep the Site clean and orderly throughout the duration of construction. All trash and rubbish shall be disposed of off-site by licensed waste disposal companies and in accordance with applicable Law.
- Provide equipment marking, as well as labeling and signage for the Project that shall be removed after Project completion.
- Fully comply with all applicable notification, safety and Work rules (including Customer safety standards) when working on or near Customer facilities.
- Route all electrical collection system wiring and conduits in a neat and orderly fashion and in accordance with all applicable code requirements. All cable terminations, excluding module-to-module and module-to-cable harness connections, shall be permanently labeled.
- Provide all temporary road and warning signs, flagmen or equipment as required to safely execute the Work. Street sweeping services shall also be provided as required to keep any dirt, soil, mud, etc. off of roads. Comply with all state and local storm water pollution prevention (SWPP) ordinances.

1.5 TESTING

Following completion of construction, Turnkey Firm shall provide the following services related to startup and performance testing of the PV systems:

- System commissioning
- System Startup
- Proving Period

A detailed Testing Plan covering each of the phases above shall be submitted and approved by the Customer prior to substantial completion of construction. A detailed description of each phase is provided below.

1.5.1 System Commissioning

Turnkey Firm shall perform a complete system commissioning for each PV System. The system commissioning procedures include component tests as well as other standard tests, inspections, safety and quality checks. All testing and commissioning shall be conducted in accordance with the manufacturer's specifications.

The section of the Testing Plan that covers System commissioning shall be equivalent or superior to both the CEC (California Energy Commission) "Guide to Photovoltaic (PV) System Design and Installation", Section 4 and ASTM International Standards E2848 and E2939. The testing plan shall cover at least the following:

- Detailed test methods, including sample calculations and reference to standards as required or applicable, and list of tested equipment.
- Pre-test checklist to ensure readiness and any safety measures are in-place.
- Details of all necessary adjustments, balancing, required equipment isolation or configuration, test equipment and instruments, calibration, and personnel needed.
- Acceptance Criteria: For each test phase, specifically indicate what is considered an acceptable test result.

The System commissioning section of the Testing Plan shall include (but not be limited to) the following tests:

- String-level testing for all PV strings and the ability of monitoring to identify string outages.
- Inverter testing for all inverters. The inverters shall be commissioned on-site by a qualified technician and shall confirm that the inverter can be operated locally per specification and that automatic operations such as wake-up and sleep routines, power tracking and fault detection responses occur as specified.
- Testing of all sensors of the DAS and the ability of monitoring to identify sensor errors.
- Testing of the Data Presentation interface of the DAS.

After Turnkey Firm conducts all System commissioning based on the Testing Plan approved by the Customer prior to substantial completion, Turnkey Firm shall submit a detailed System commissioning Report to the Customer for review. Module (if applicable), string level, and inverter level fault detection shall be scripted in the Testing Plan and carried out during System Commissioning, with the DAS fully operational per the specifications of the Contract.

The System Commissioning Report shall document the results of the tests conducted following the Testing Plan, and include additional information such as the date and time each test was performed. It shall also make reference to any problem and deficiencies found during testing. If there was troubleshooting done, the Report shall describe the troubleshooting methods and strategy. Turnkey Firm shall be responsible for providing the labor and equipment necessary to troubleshoot the System.

1.5.2 System Startup

Following Customer approval of the System commissioning Report, Turnkey Firm shall conduct tests over twenty-four (24) hours and at a time resolution of fifteen (15) minutes, recording the following data:

- Average AC output (kW)
- Average DC output (kW)
- Hourly PV system production (kWh)
- AC and DC voltage
- Horizontal and in-plane irradiance
- Ambient and cell temperature
- Inverter status flags and general system status information

These data points shall be presented in a manner that best depicts the actual performance of the system for Customer review and approval and shall be submitted as part of the Startup Test Report.

1.5.3 Proving Period (30 days)

Upon completion of system commissioning, utility permission to operate (PTO), System Startup, and approval by the Customer, Turnkey Firm shall monitor the system during a thirty (30) day Proving Period and submit a report for Customer review and approval prior to final acceptance by the Customer. This includes monitoring system output and ensuring the correct functioning of system components over this time. The values for the following data shall be acquired every fifteen (15) minutes over thirty (30) days:

- AC system output (kW)
- PV system production (kWh)
- AC and DC voltage
- Horizontal and in-plane irradiance
- Ambient and cell temperature
- Inverter status flags and general system status information
- System availability

Turnkey Firm shall utilize calibrated test instruments and the DAS and monitoring system to collect the test data described above, which shall be made available to the Customer for access throughout the Proving Period. Pyranometers must be properly cleaned and provide irradiance measurements within 3% of one another. Turnkey Firm shall determine through analysis of data from the Proving Period whether the PV system delivers the expected production as determined by the final approved design (i.e., Construction Documents). Expected production calculation methodology must be described and the calculations provided. Actual production shall be compared against expected production using actual weather data and other system inputs (such as module cell temperature factor, module mismatch, inverter efficiency, and wiring losses) for calculating expected production. The production figures for all meters, whether existing or installed by or on behalf of the IOU or by or on behalf of the Respondent, shall be correlated during this test to verify their accuracy in measuring system production.

If the PV system does not perform to design specifications, diagnostic testing shall be performed by Turnkey Firm, deficiencies shall be identified with proposed corrective actions submitted to the Customer, and the Proving Period test repeated. Turnkey Firm shall be responsible for providing the labor and equipment necessary to troubleshoot the system. The Proving Period Report shall be submitted after the successful completion of this phase and submitted to the Customer for review and approval. The report shall contain, but not be limited to, the following information; calculations shall be provided in Excel format with formulas visible to allow for peer review:

- System description
- Test period
- Test results
- Anomalies identified during test
- Corrective action performed
- Actual measured performance
- Calculations detailing expected performance under TMY conditions

1.6 OPERATIONS AND MAINTENANCE

O&M services shall be priced separately from the design and construction of the PV system. Turnkey Firm and Customer intend to execute a stand-alone Solar PV Operation and Maintenance Agreement to address O&M services.

1.7 PERFORMANCE GUARANTEE

Turnkey Firm and Customer intend to execute a stand-alone Output Guarantee Agreement to address performance guarantee issues and obligations.

1.8 TRAINING

The Respondent shall provide eight (8) hours of on-site training for Customer personnel in all aspects of operation, routine maintenance, and safety of the PV systems, DAS, and monitoring solution. Training to cover:

At a minimum, training topics shall include the following:

- Potential emergency situations and correct responses
- O&M requirements for maintaining product warranties
- PV system safety, including shut-down procedures
- PV module maintenance
- Structural elements maintenance guidelines
- Inverter overview and maintenance procedures
- Calibration and adjustment procedures for the inverters and tracking systems (if any)
- Solar panel replacement
- DAS and monitoring solution, including standard and custom reporting (performed remotely)

Turnkey Firm shall submit a proposed Training Plan during the design process for approval and provide all training materials and manuals to support on-site training in advance of scheduled training sessions (see schedule of submittals in Section 2.2.3, "Submittals"). The on-site portion of the training program shall be scheduled to take place at the jobsite at a time agreeable to both the Customer and Turnkey Firm.

1.9 EDUCATIONAL PROGRAMS

Turnkey Firm shall provide Educational background services for Faculty for their integration into the curriculum not to exceed 20 (twenty) hours.

The mandatory educational program shall leverage the installed solar systems as well as available data from the DAS and monitoring systems.

Exhibit Q – Partial Sales Tax Exemption Certificate

Included on next page

CDTFA-230-M REV. 3 (2-18)

**PARTIAL EXEMPTION CERTIFICATE FOR
MANUFACTURING, RESEARCH AND DEVELOPMENT EQUIPMENT**

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF
TAX AND FEE ADMINISTRATION

Section 6377.1

This is a partial exemption from sales and use taxes at the rate of 4.1875 percent from July 1, 2014, to December 31, 2016, and at the rate of 3.9375 percent from January 1, 2017, to June 30, 2022. You are not relieved from your obligations for the remaining state tax and local and district taxes on this transaction. This partial exemption also applies to lease periods occurring on or after July 1, 2014, and before July 1, 2022, for leases of qualified tangible personal property even if the lease agreement was entered into prior to July 1, 2014.

I hereby certify that the tangible personal property described below and purchased or leased from:

SELLER'S/LESSOR'S NAME

SELLER'S/LESSOR'S ADDRESS (street, city, state, ZIP code)

is qualified tangible personal property and will be used by me primarily (please check one):

1. ☐ for manufacturing, processing, refining, fabricating, or recycling;
2. ☐ for research and development;
3. ☐ to maintain, repair, measure, or test any property being used for (1) or (2) above; **or**
4. ☐ as a special purpose building and/or foundation.

Description of qualified tangible personal property purchased or leased¹

If this is a specific partial exemption certificate, provide the purchase order or sales invoice number and a precise description of the property being purchased. If you want this certificate to be used as a blanket certificate for future purchases, describe generally the type of property you will be purchasing and ask your vendor to keep this certificate on file.

I, as the undersigned purchaser, hereby certify I am primarily engaged in manufacturing, processing, refining, fabricating, or recycling as described in codes 3111 to 3399 in the North American Industry Classification System (NAICS)² or I am primarily engaged in biotechnology, or physical, engineering, and life sciences research and development as described in codes 541711 and 541712 of the NAICS.

I understand that by law, I am required to report and pay the state tax (calculated on the sales price/rentals payable of the property) at the time the property is purchased, removed, converted, or used if:

- the purchase exceeds the \$200 million limitation;
- the property is removed from California within one year of the date of purchase or lease;
- the property is converted for use in a manner not qualifying for the exemption; **or**
- the property is used in a manner not qualifying for the partial exemption.

NAME OF PURCHASER

SIGNATURE OF PURCHASER, PURCHASER'S EMPLOYEE, OR AUTHORIZED REPRESENTATIVE

PRINTED NAME OF PERSON SIGNING

TITLE

ADDRESS OF PURCHASER

PERMIT NUMBER (if you are not required to hold a permit, explain why)

TELEPHONE NUMBER

()

EMAIL ADDRESS OF PERSON SIGNING

DATE

¹ See Regulation 1525.4 (b)(9) for a description of what is included and excluded from "qualified tangible personal property."

² Official 2012 US NAICS Manual, U.S. Office of Management and Budget, 2012 edition.

CLEAR

PRINT

Exhibit R - Application for Payment

Included on Following Page

OWNER: South Orange County Community College District **APPLICATION NO:** _____

PROJECT: _____ **PERIOD TO:** _____

CONTRACTOR: _____ **CONTRACT or PROJECT NO:** _____

CONTRACT FOR: _____ **CONTRACT DATE:** _____

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract and Continuation Sheet attached hereto.

1. **ORIGINAL CONTRACT SUM:** \$ _____

2. **NET CHANGE BY CHANGE ORDERS:** \$ _____

3. **CONTRACT SUM TO DATE (Line 1 & 2):** \$ _____

4. **TOTAL COMPLETED AND STORED THIS PERIOD:** \$ _____

(Column E on Continuation Sheet)

5. **RETAINAGE WITHHELD THIS PERIOD:** \$ _____

(5% of Column E on Continuation Sheet)

6. **CURRENT PAYMENT DUE:** \$ _____

(Line 4 less Line 5 Total)

7. **BALANCE TO FINISH (including retainage):** _____

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By:

Date:

Notary Public: _____

My Commission Expires: _____

State of: _____ County of: _____

Subscribed and sworn to before me this _____ day of _____

\$

**SOUTH ORANGE COUNTY COMMUNITY
COLLEGE DISTRICT (owner):**

a. Contract Sum to Date _____

b. Completed/Stored to Date _____

c. Previous _____
\$ - Payments

d. Current _____
\$ - Payment Due

e. Total _____
\$ - Payments to Date

By:

Date:

INSPECTOR OF RECORD:

\$

By: Date: _____

CONSTRUCTION MANAGER:

By:

Date:

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect below certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

\$

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of

payment are without prejudice to any rights of the Owner or Contractor under this Contract.

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By:

Date:

South Orange County
Community College District

Solar PV Operation and Maintenance Agreement

This Solar PV Operation and Maintenance Agreement ("Agreement"), is made and entered into as of _____, 2020 (the "Effective Date") by and between South Orange County Community College District ("Owner") and Borrego Solar Systems, Inc., ("Contractor"). Owner and Contractor are at times referred to individually as a "Party" and together as the "Parties".

WHEREAS, Owner wishes to retain Contractor to provide operation and maintenance services for Owner's grid-connected photovoltaic, solar electric power system ("System") located at Irvine Valley College ("Site"), identified in **Attachment A** hereto, and Contractor wishes to provide such services for the consideration set forth herein.

NOW, THEREFORE, the Parties hereby agree as follows:

1. Contract Documents

This Agreement consists of the terms and conditions set forth in this Agreement and the following Attachments, which are hereby incorporated by this reference and made a part of this Agreement:

Attachment A. SITE, SYSTEM, AND SERVICE FEE
Attachment B(1). MAINTENANCE SCOPE OF WORK:
BASIC PACKAGE
Attachment B(2). MAINTENANCE SCOPE OF WORK:
REACTIVE PACKAGE

2. Term of Agreement

Unless terminated earlier in accordance with the terms of this Agreement, the Term of this Agreement shall commence on the date the Owner provides written notice to Contractor to commence the Scope of Services for the System (the "Commencement Date") and continue for a period of five (5) years, ("Initial Term"). Thereafter, unless either Party shall have otherwise terminated this Agreement, the Term shall be extended with four five (5) year extensions at the option of the Owner at each five-year anniversary of the Commencement Date for a total period not to exceed 25 years ("Term"). For the avoidance of doubt, "Term" shall refer to the original Term and any annual extensions thereof.

3. Scope of Services.

3.1 Scope of Services. Owner hereby engages Contractor to perform certain technical services, as set forth in **Attachment B(1)** Maintenance Scope of Work: Basic Package and Attachment B(2) – Maintenance Scope of Work: Reactive Package (the "Scope of Services"), and Contractor hereby accepts the engagement and agrees to perform the Scope of Services for the annual fees set forth in Attachment A.

3.2 Contractor Tools and Equipment. Contractor shall provide at its sole cost and expense all tools, equipment and all consumables required to complete the Scope of Services.

3.3 Warranty Claims. If Owner initiates a legitimate, timely warranty claim with respect to a component of a System, and the manufacturer of such component initially refuses to honor its warranty obligations, Contractor will use reasonable efforts to assist Owner in its attempts to enforce the manufacturer's warranty obligations. However, Contractor's obligations under this Section 3.3 *specifically exclude* providing any legal assistance to Owner or incurring any additional costs associated with enforcing the manufacturer's warranty.

4. Additional Services

- 4.1 Owner and Contractor may agree from time to time that Contractor will provide services beyond the Scope of Services ("Additional Services"). In such event Owner agrees to compensate Contractor in accordance with the hourly rates and fees for additional material, equipment and/or travel expense set forth as "Additional Services/Work Order Fees" in **Attachment A**.
- 4.2 Owner shall notify Contractor in writing (electronically or mail) of any requests for Additional Services. Either Owner or Contractor shall then create a Work Order setting forth the scope of Additional Services and estimates and/or costs associated with the Additional Services (the "Work Order") for submission to the other Party.
- 4.3. Contractor shall not proceed with any Additional Services until Contractor and Owner have agreed upon in writing on the scope and cost of such Additional Services and established a Work Order. Contractor shall proceed with Additional Services upon receiving a signed Work Order from the Owner..
- 4.5 Contractor shall procure, at Owner's expense, all replacement parts, system components and equipment attached to, part of or constituting a System (together, the "Replacement Components") necessary for the performance of the Additional Services; provided, however, if any such Replacement Components are required as a result of Contractor's failure to perform its obligations under this Agreement, then Contractor shall procure such Replacement Components at Contractor's expense. To the extent available, Contractor will file warranty claims on behalf of Owner for any Replacement Component under warranty. In the event of a warranty claim with regard to total module output, the Owner and Contractor shall work together to follow the manufacturer's procedures with regard to testing module output and obtaining warranty service.

5. Standard of Services

- 5.1 Contractor shall perform both Scope of Services and Additional Services (collectively "Services") in accordance with applicable laws and orders or directives of governmental authorities having jurisdiction over the Parties or the System, as well as professional standards of care and diligence normally practiced a significant portion of the solar operation and maintenance firms in performing services of a similar nature in jurisdictions in which the Services will be performed. For the avoidance of doubt, the foregoing sentence shall not obligate Contractor to use optimum practices or methods to the exclusion of all others, but rather to use a spectrum of reasonable and prudent practices and methods that take into consideration the conditions specific to the applicable Site and System.
- 5.2 All Services shall be performed by qualified, certified, licensed or otherwise approved personnel as required by the scope, type and nature of Services performed.
- 5.3 Safety. The Contractor shall be solely responsible for initiating, maintaining, supervising and enforcing all safety programs required by laws or regulations in connection with performance of Services under this Agreement. The Contractor's safety program shall include all actions and programs necessary for compliance with California or federally statutorily mandated workplace safety programs. The Contractor is solely responsible for initiating and maintaining reasonable precautions to prevent damage, injury or loss to: (i) employees performing Services and other persons who may be affected thereby; (ii) materials and equipment forming a part of the Services; and (iii) other property. The Contractor shall erect and maintain, as required by existing conditions and conditions resulting from performance of Services under this Agreement, reasonable

safeguards for safety and protection of property and persons, including, without limitation, posting danger signs and other warnings against hazards.

6. Use of Subcontractors.

Contractor may engage subcontractors ("Subcontractors") as it deems advisable for the purpose of performing or carrying out any of its obligations under this Agreement. The foregoing notwithstanding, the use of any Subcontractor to complete any obligation of the Contractor hereunder is subject to the Contractor's written notice to the Owner of the Contractor's intent to utilize a Subcontractor which sets forth: (i) the proposed Subcontractor name, contractors' license number and DIR Registration number; (ii) the scope of Services the Subcontractor will be completing; and (iii) Subcontractor Certificates of Insurance. The Owner shall have ten (10) calendar days after such notice to notify the Contractor of the Owner's acceptance of the proposed Subcontractor or the Owner's objection to the proposed Subcontractor. If the Owner does not respond within such time period, the proposed Subcontractor shall be deemed approved. If the Owner objects to a proposed Subcontractor, the Contractor shall not retain or use such Subcontractor to complete any Scope Services. The Contractor shall be solely responsible for the acts, omissions or defaults of its Subcontractors and their agents, representatives and employees. Nothing in this Agreement shall be construed to create any contractual relationship between Owner and any Subcontractor.

7. Owner's Responsibilities

7.1. PVS Access. Subject to any requirements of applicable laws and the terms of this Agreement, Owner shall provide Contractor, its Subcontractors, and their respective agents and employees with reasonable access to the System and the Site during reasonable times upon the contractor's notice required for the performance of Contractor's duties under this Agreement. Contractor will use reasonable efforts to schedule normal, routine maintenance in advance with the Owner. Access to the Site shall be subject to Contractor notice as follows:

Access Day/Time	Access Requirement
Scheduled Access, Mondays-Fridays, 7 AM – 6 PM, except District holidays	48-hours advance telephone notice to Facilities Maintenance office (949) 451-5255
Emergency Access, Mondays-Fridays, 7 AM – 6 PM except District holidays	Telephone notice to Facilities and Maintenance office (949) 451-5255
Mondays-Fridays, 6 PM – 7 AM, Saturdays, Sundays and District Holidays	Telephone notice to Irvine Valley College Police (949) 451-5200

7.2 PVS Equipment Specifications. Owner shall provide Contractor with all vendor manuals, spare parts lists, project data books and drawings which are provided to Owner pursuant to any project agreement or by any other contractor responsible for construction, installation, repair or maintenance of the Site or System or a part thereof. Contractor shall be entitled to rely upon such information in performance of the Services. Owner shall also provide Contractor with copies of all project agreements and any amendments thereto and any other documents that define the Site or the System's operating requirements.

8. Payment Terms

8.1 Attachment A Fee Schedule. Owner shall pay Contractor according to the fees set forth in Attachment A, inclusive of the annual escalation charges over the Term of the Agreement, for the Services provided by Contractor.

8.2 Annual Fees. For the first year, Contractor will invoice Owner (via email or mail) for the Annual Fees on the Commencement Date of the System. For each year thereafter for the remaining Term of the Agreement, Contractor will invoice Owner (via email or mail) for the Annual Fee of the System on the anniversary of the Commencement Date for the System. Contractor to send invoices to AccountsPayable@socccd.edu or mail to South Orange County Community College District, 28000 Marguerite Parkway, Mission Viejo, CA 92692, Attn: Accounts Payable.

8.3 Fees for Additional Services/Components. Contractor will invoice Owner (via email or mail) periodically for Additional Services/Components as set forth in Work Orders. Contractor to send invoices to AccountsPayable@socccd.edu or mail to South Orange County Community College District, 28000 Marguerite Parkway, Mission Viejo, CA 92692, Attn: Accounts Payable.

8.4 Owner Payments. The Owner shall make payment of all undisputed amounts due the Contractor within thirty (30) days of the Owner's receipt of the Contractor's billing statement for payment hereunder (the "Due Date"). The Contractor's billing statements shall be in such form and format as reasonably required by the Owner and shall be accompanied by such substantiating data as reasonably required by the Owner. A finance charge of the maximum amount allowed by law shall apply to all unpaid invoices past the Due Date.

9. Termination

9.1 By Either Party. Either Party may terminate this Agreement immediately if the other Party has filed a voluntary petition in bankruptcy, is the subject of an involuntary petition in bankruptcy, has been adjudicated as bankrupt or insolvent, or has made an assignment for the benefit of creditors.

9.2 By Owner.

9.2.1 For Convenience. Owner may terminate this Agreement for any reason upon forty-five (45) calendar days written notice to Contractor. Owner shall pay Contractor for all Services performed up to and including the date of termination. Contractor shall refund to Owner any pro rata portion of any prepaid Annual Fees.

9.2.2 For Default. Owner may terminate this Agreement for default upon written notice if Contractor breaches a material term of this Agreement and fails to cure such material breach within thirty (30) calendar days of such written notice.

9.3 By Contractor. If Owner fails to pay Contractor any undisputed amount by the Due Date as referenced in section 8.4 within 90 days, then Contractor may, upon forty-five (45) business days written notice to Owner, suspend performance of all Services hereunder and/or terminate this Agreement.

10. Force Majeure.

10.1 Force Majeure. Notwithstanding any other provision of this Agreement, each Party's obligations under this Agreement (excluding any obligations to pay moneys due) shall be suspended by any Force Majeure Event (as defined below) if and to the extent that such Party is prevented or delayed from performing by reason of the Force Majeure Event. In every instance of a Force Majeure Event, (i) the suspension of performance shall be of no greater scope and of no longer duration than is necessarily caused by the Force Majeure Event and required by any remedial measures, (ii) no obligations of any Party that arose before the occurrence of such causes shall be excused as the result of the occurrence, and (iii) each Party shall use commercially reasonable efforts to remedy its inability to perform. If the performance by either Party of its obligations under this Agreement is affected by any Force Majeure Event, such Party shall notify the other Party in writing within ten (10) business days after the initial occurrence of the claimed Force Majeure Event of the nature and extent thereof. When the claiming Party is able to resume performance of its obligations under this Agreement, it shall give the other Party prompt notice to that effect.

10.2 Force Majeure Events. As used herein, the term "Force Majeure Event" shall mean any event that prevents the affected Party from performing its obligations under this Agreement and that is reasonably beyond the control of, and not the fault of or caused by, the affected Party, including, without limitation: (i) sabotage, riots or civil disturbances, (ii) acts of God, (iii) acts of the public enemy, (iv) terrorist acts affecting the Site, (v) volcanic eruptions, earthquake, hurricane, storm, flood, ice storms, explosion, fire, lightning, landslide or similarly cataclysmic occurrence, (vi) requirement by a utility that the System discontinue operation for any reason, (vii) appropriation or diversion of electricity by sale or order of any governmental authority having jurisdiction thereof, or (viii) any other action by any governmental authority which prevents or prohibits the Parties from carrying out their respective obligations under this Agreement (including, without limitation, an unstayed order of a court or administrative agency having the effect of subjecting the sales of energy output to federal or state regulation of prices and/or services). Economic hardship of either Party shall not constitute a Force Majeure Event under this Agreement.

11. Indemnity and Limitation of Liability.

11.1 Indemnity.

11.1.1 Indemnity by Contractor. Contractor shall indemnify, defend and hold harmless Owner, its officers, directors, employees, shareholders, affiliates and agents from and against all claims, demands, suits, losses, liabilities, damages, obligations, payments, costs or expenses (including, without limitation, costs and expenses of any action, suit, proceeding, assessment, judgment, settlement or compromise relating thereto and reasonable attorneys' fees) ("Indemnifiable Losses") for personal injury or property damage asserted by any third party, but only to the extent such indemnifiable losses are directly attributable to the negligence, gross negligence, fraud or willful misconduct of Contractor.

11.1.2 Indemnity by Owner. Owner shall indemnify, defend and hold harmless Contractor, its officers, directors, employees, shareholders, affiliates and agents from and against all Indemnifiable Losses for personal injury or property damage asserted by any third party, but only to the extent such indemnifiable losses are directly attributable to the negligence, gross negligence, fraud or willful misconduct of Owner.

11.2 Limitation of Liability.

11.2.1 Limitation of Warranties. EXCEPT FOR ANY WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, CONTRACTOR MAKES NO WARRANTIES, EITHER

EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES AND REPLACEMENT COMPONENTS PROVIDED HEREUNDER, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY AND ALL SUCH WARRANTIES ARE DISCLAIMED.

11.2.2 Limitation to Direct Damages. THE PARTIES CONFIRM THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN THIS AGREEMENT SATISFY THE ESSENTIAL PURPOSES HEREOF. CONTRACTOR'S TOTAL LIABILITY WITH RESPECT TO ANY AND ALL CLAIMS REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OR NON-PERFORMANCE OF ANY OF CONTRACTOR'S OBLIGATIONS UNDER THIS AGREEMENT, OR THE USE OF THE SERVICES BY OR ON BEHALF OF OWNER OR ANY OTHER THIRD PARTY, SHALL BE SOLELY FOR OWNER'S DIRECT DAMAGES.

11.2.3 Waiver of Certain Damages. IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES FOR BUSINESS INTERRUPTION, OR LOSS OF USE/DATA/REVENUE/PROFIT,

11.2.4 Limitation of Liability. . THE CONTRACTOR'S LIABILITY TO THE OWNER FOR DIRECT DAMAGES ARISING OUT OF THE CONTRACTOR'S BREACH OF CONTRACT SHALL BE LIMITED TO \$150,000 DURING THE FIRST TWELVE MONTH PERIOD OF THE TERM. DURING EACH ENSUING TWELVE MONTH PERIOD OF THE TERM, THE LIMITATION ON THE CONTRACTOR'S LIABILITY FOR DIRECT DAMAGES ARISING OUT OF THE CONTRACTOR'S BREACH OF CONTRACT SHALL BE INCREASED BY THREE PERCENT (3%) OVER THE PRIOR TWELVE-MONTH PERIOD. THE CONTRACTOR'S LIABILITY TO THE OWNER FOR DIRECT DAMAGES ARISING OUT OF NEGLIGENT OR GROSSLY NEGLIGENT CONDUCT OF THE CONTRACTOR SHALL BE LIMITED TO THE GREATER OF THE PROCEEDS PAID OUT UNDER CONTRACTOR'S GENERAL LIABILITY INSURANCE COVERAGE LIMITS, OR THE LIMITS FOR CONTRACTOR'S BREACH OF CONTRACT.

YEAR OF TERM	CONTRACT LIABILITY LIMITATION
1	\$150,000.00
2	\$154,500.00
3	\$159,135.00
4	\$163,909.05
5	\$168,826.32
6	\$173,891.11
7	\$179,107.84
8	\$184,481.08
9	\$190,015.51
10	\$195,715.98
11	\$201,587.46
12	\$207,635.08
13	\$213,864.13
14	\$220,280.06

15	\$226,888.46
16	\$233,695.11
17	\$240,705.97
18	\$247,927.14
19	\$255,364.96
20	\$263,025.91
21	\$270,916.69
22	\$279,044.19
23	\$287,415.51
24	\$296,037.98
25	\$304,919.12

12. Contractor Insurance.

The Contractor and Subcontractors, if any, shall obtain and maintain the following policies of insurance.

12.1 Workers' Compensation and Employer's Liability Insurance. The Contractor shall purchase and maintain Workers' Compensation Insurance covering claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts. The Contractor shall purchase and maintain Employer's Liability Insurance covering bodily injury (including death) by accident or disease to any employee, which arises out of the employee's employment by the Contractor.

12.2 Commercial General Liability. The Contractor shall purchase and maintain Commercial General Liability Insurance covering the types of claims set forth below which may arise out of or result from the Contractor Services under this Agreement and for which the Contractor may be legally responsible: (i) claims for damages because of bodily injury, sickness or disease or death of any person other than the Contractor's employees; (ii) claims for damages insured by usual personal injury liability coverage which are sustained (a) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or (b) by another person; (iii) claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (iv) claims for damages because of bodily injury, death of a person or property damages arising out of ownership, maintenance or use of a motor vehicle; (v) contractual liability insurance applicable to the Contractor's obligations under this Agreement; and (g) for completed operations. District shall be an additional named insured to the Contractor's Commercial General Liability insurance policy.

12.3 Coverage Limits. Minimum coverage limits for policies of insurance obtained by the Contractor under this Agreement

Policy of Insurance	Minimum Coverage Limits
Workers' Compensation	In accordance with applicable law
Employer's Liability	One Million Dollars (\$1,000,000)
Commercial General Liability	One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate
Automobile Liability for "Any Auto"	\$1,000,000 Combined Single Limit

Umbrella Liability	Four Million Dollars (\$4,000,000) per occurrence and Four Million Dollars (\$4,000,000) in the aggregate
--------------------	---

12.4 Certificates of Insurance. Concurrently with delivery of the executed Agreement, the Contractor shall deliver to the District Certificates of Insurance evidencing that the Contractor has obtained policies of insurance required hereunder. Under no circumstances shall the Contractor provide Services under this Agreement or at the Site without having submitted to the District Certificates of Insurance for all policies of insurance to be obtained by the Contractor. The additional Insured acknowledgement shall be submitted as a separate declaration from the Contractor's insurance provider (ACCORD form modifications are not acceptable). Prior to the expiration date of each policy of insurance the Contractor is required to maintain under this Agreement, the Contractor shall submit a Certificate of Insurance evidencing the coverage under each such policy of insurance for the ensuing policy year.

12.5 Insurance Certificate Holder, Additional Insured, and Primary and Non-Contributory Endorsements. The Certificates of Insurance of the Contractor and Subcontractors, if any, shall: (i) identify the Site in the "Description of Operations/Locations/Vehicles/Special Items" section; (ii) identify the District as the Certificate Holder; and (iii) identify the District as an Additional Insured to the Contractor's commercial general liability insurance policy. Contractors and Subcontractors shall issue an Additional Insured and Primary and Non-Contributory endorsements with respect to Contractors and Subcontractors' Commercial General Liability and Automobile Liability Insurance Policies.

12.6 Required Qualifications of Insurers. All policies of insurance shall be issued by insurers reasonably satisfactory to Licensors and who meet the following requirements: (i) A.M. Best rated A- or better; (ii) A.M. Best Financial Size Category VII or higher; and (iii) eligible under California law to transact business in the State of California and eligible to issue insurance policies in the State of California.

13. Notices.

All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices shall be deemed effective the third (3rd) business day after the postmark date. Either party may change the place for the giving of notice to it by fourteen (14) days prior written notice to the other as provided herein. Notices shall be addressed as follows:

If to Owner:

South Orange County Community College District
Attn: _____
28000 Marguerite Parkway
Mission Viejo, CA 92692
Email: _____

If to Contractor

Borrego Solar Systems, Inc.
Attention: Director, O&M
55 Technology Drive, Suite 102
Lowell, MA 01851
Email:

With a copy to:

Borrego Solar Systems, Inc.
Attention: General Counsel
1814 Franklin Street, Suite 700
Oakland, CA 94612
[Email: LegalNotices@borregosolar.com](mailto:LegalNotices@borregosolar.com)

14. Assignment.

Owner may assign this Agreement and any of its rights or obligations hereunder to any third party, provided that Owner gives Contractor written notice of such assignment. In the event of any such assignment, Owner shall remain liable after such assignment as a guarantor for any payment obligations incurred before such assignment; and further provided that the assignee shall agree in writing to be bound by all the terms of this Agreement, but shall only be required to assume liabilities and obligations arising after the relevant assignment. Contractor shall not assign this Agreement without the prior written consent of Owner, which shall not be unreasonably withheld; provided, however, that Contractor may assign this Agreement without Owner's prior written consent to an affiliate of Contractor or to the successor in interest to Contractor's operation and maintenance business in the event of a merger, consolidation or sale of all or substantially all of the assets of such business.

15. California Labor Code Requirements

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 are being performed as part of an applicable "public works" or "maintenance projects, as defined by the Prevailing Wage Laws, Contractor agrees to fully comply with such Prevailing Wage Laws. 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 available to interested parties upon request, and shall post copies as required by law. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Section 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1) and contractor and subcontractor registration (Labor Code section 1725.5 and 1771.1). Contractor is required to prepare and retain certified payroll records in its files.

16. Miscellaneous.

16.1 Governing Law; Jurisdiction. This Agreement and the rights and obligations of the Parties hereunder shall be governed by the laws of the state of California, without giving effect to the conflicts of laws principles. Jurisdiction for any action, suit or other legal proceeding shall be commenced and prosecuted solely and exclusively in the Orange County Superior Court or the federal district court having jurisdiction over Orange County and venue for any such proceeding shall be in such applicable court.

16.2 Entire Agreement. This Agreement expresses the entire and integrated agreement of the Parties with respect to the subject matter hereof, and any prior or contemporaneous negotiations or discussions are superseded. Neither Party has made any promise or inducement related hereto that is not set forth herein.

16.3 No Modification. No amendments or modifications of this Agreement shall be valid unless evidenced in writing and signed by both Parties.

16.4 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties, and their respective successors and assigns, to the extent that assignment is permitted hereunder.

16.5 Authority to Execute. Each Party signing this Agreement represents that s/he has the authority to enter into a legally valid and binding obligation on behalf of that Party.

16.6 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

District
South Orange County
Community College District

Contractor

By: _____
Title: _____

By: _____
Title: _____

Solar PV Operation and Maintenance Agreement
Attachment A SITE, SYSTEM, AND SERVICE FEES

- 1. Sites / Systems / Service Fees:** For the following System, the Owner shall provide written notice to Contractor to commence the Scope of Services, which shall be the Commencement Date:

Site Name	Site Address	kW-DC	Annual Fee – Basic Package	Annual Fee -Adder for Reactive Package	Fees for Additional Services (Work Order):	
					Regular Time Labor	Off-Hour Labor
Irvine Valley College	5500 Irvine Center Dr. Irvine, CA 92618	1,310.400	\$20,350.51	\$7,456.18	\$105.00	\$158.00

- i. Regular Time Labor: Billed in 15-minute increments. Regular Time is defined as Monday – Friday, 8:00 am – 5:00 pm.
- ii. Off-Hour Labor: Billed in 15-minute increments. Off-hours is defined as Saturdays, Sundays and the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve and Christmas Day.
- a. Annual Increases: The Annual O&M Fee, Basic and Reactive Packages, and Fees for Additional Services (Work Order) shall increase by two percent (2%) upon the anniversary of the Commencement Date, per Section 8 of the Agreement.

O&M Fee Annual Pricing and Fees for Additional Services						
Years	Basic Package	Reactive Package	Total	5-Year Agreement	Regular Labor	Off-Hours Labor
1	\$20,351	\$7,456	\$27,807		\$105.00	\$158.00
2	\$20,758	\$7,605	\$28,363		\$107.10	\$161.16
3	\$21,173	\$7,757	\$28,930		\$109.24	\$164.38
4	\$21,596	\$7,913	\$29,509		\$111.43	\$167.67
5	\$22,028	\$8,071	\$30,099	\$144,707	\$113.66	\$171.02
6	\$22,469	\$8,232	\$30,701		\$115.93	\$174.44
7	\$22,918	\$8,397	\$31,315		\$118.25	\$177.93
8	\$23,376	\$8,565	\$31,941		\$120.61	\$181.49
9	\$23,844	\$8,736	\$32,580		\$123.02	\$185.12
10	\$24,321	\$8,911	\$33,232	\$159,768	\$125.48	\$188.82

Solar PV Operation and Maintenance Agreement

11	\$24,807	\$9,089	\$33,896		\$127.99	\$192.60
12	\$25,303	\$9,271	\$34,574		\$130.55	\$196.45
13	\$25,809	\$9,456	\$35,266		\$133.17	\$200.38
14	\$26,326	\$9,645	\$35,971		\$135.83	\$204.39
15	\$26,852	\$9,838	\$36,690	\$176,397	\$138.55	\$208.48
16	\$27,389	\$10,035	\$37,424		\$141.32	\$212.65
17	\$27,937	\$10,236	\$38,173		\$144.14	\$216.90
18	\$28,496	\$10,440	\$38,936		\$147.03	\$221.24
19	\$29,066	\$10,649	\$39,715		\$149.97	\$225.66
20	\$29,647	\$10,862	\$40,509	\$194,757	\$152.97	\$230.18
21	\$30,240	\$11,079	\$41,319		\$156.02	\$234.78
22	\$30,845	\$11,301	\$42,146		\$159.14	\$239.48
23	\$31,461	\$11,527	\$42,989		\$162.33	\$244.26
24	\$32,091	\$11,758	\$43,848		\$165.57	\$249.15
25	\$32,733	\$11,993	\$44,725	\$215,027	\$168.89	\$254.13
25 Year Agreement Total				\$890,657		

- 2. Materials and Rented Equipment:** Materials and rented equipment expenses outside of where permitted or forbidden elsewhere in this document shall be billed to Owner at actual cost. This *excludes* any tools and equipment needed by Contractor to perform the Scope of Services and all consumables used in connection with rendering the Scope of Services, as set forth in Section 3.b of this Agreement.
- 3. Permits, Approval Fees:** Permits and approval fees shall be billed to Owner at actual cost. For reactive site visits required for additional services or for work excluded from the reactive package, Contractor agrees to limit its hourly charges for one-way travel to or from a site to two (2) hours, or less.
- 4. Description of Additional Services:**
 - 4.1. Insulation Testing on All DC/AC Wiring.** A common test to ensure conductors are operating properly; usually done on either 3- or 5-year intervals. The cost for this test will be priced upon request.
- 5. Taxes:** All fees in this Section 3 exclude any sales, use, general excise, or any other taxes applicable to the Services. Owner shall be liable for and shall reimburse Contractor for all taxes and related charges, including interest and penalties, however designated, imposed upon or arising from the provision of Services or the sale of the materials by Contractor to Owner. Such taxes shall be billed to Owner as separate items on Contractor's invoices, unless a valid exemption certificate is furnished by Owner to Contractor. Owner shall cooperate with Contractor, in a reasonable and timely manner, in the event of an audit for any taxes that may arise from the existence or operation of this Agreement in order to minimize any assessment of additional taxes due.

[END OF SECTION]

Solar PV Operation and Maintenance Agreement

Attachment B (1) MAINTENANCE SCOPE OF SERVICES: BASIC PACKAGE

Contractor will perform the following Scope of Services for maintenance of the System.

1. Remote Monitoring and Technical Support Hotline.

- 1.1.** Provide remote monitoring of System operations via Internet connection.
- 1.2.** Be available by e-mail, phone support hotline and/or customer portal for technical support and work to respond to Owner's request/inquiry within a reasonable time frame.

2. Annual Services.

2.1. General Preventative Maintenance.

- System testing (voltage/amperage)
- System visual inspection and necessary corrections:
 - Inspect for stolen, broken or damaged PV modules, record damage and location. Report to the Customer and wait for the Customer to authorize a course of action.
 - Inspect PV wiring for loose connections and wire condition. Resolve issues as needed or report larger issues to the Customer.
 - Inspect for wires in contact with the structure or hanging loose from racking and resolve issues as needed.
 - Check mechanical attachment of the PV modules to the racking and resolve issue as needed.
 - Check attachment of racking components to each other and the structure and resolve issue as needed.
 - Verify proper system grounding is in place from panels to the inverter and resolve issue as needed.
 - Check conduits and raceways for proper anchorage to structures and resolve issue as needed.
 - Inspect all metallic parts for corrosion and resolve issue as needed.
 - Check combiner boxes for proper fuse sizes and continuity and resolve issue as needed.
 - Inspect all wiring connections for signs of poor contact at terminals (burning, discoloration, etc.) and resolve issue as needed.
 - Inspect disconnects for proper operation and resolve issues as needed.
 - Survey entire jobsite for debris or obstructions and resolve issues as needed.
 - Inspect fasteners for proper torque and corrosion and resolve issues as needed.
 - Inspect inverter pad for cracking or settling and resolve issues as needed.
 - Inspect electrical hardware for proper warning and rating labeling and resolve issues as needed.
 - Review as built documentation as needed.
 - Inspect alignment of arrays and racking to identify settling foundations or loose attachments and resolve issues as needed or report issues to the Customer.

- Inspect operation of tracking hinges, pivots, motors and actuators if present and resolve issues as needed.
- Check for proper operation and reporting of monitoring hardware and resolve issues as needed.
- Inspect sealed electrical components for condensation buildup and resolve issues as needed.
- Inspect wiring and hardware for signs of damage from vandalism or animal damage and resolve issues as needed.
- Routine system maintenance to include correction of loose electrical connections, ground connections, replacement of defective modules found during testing, other minor maintenance repair work.
- Module cleaning, at a frequency to be determined by the ongoing monitoring of the system, but not less often than twice a year.
- Routine DAS maintenance, not less than twice per year, to include sensor calibration and data integrity check. Sensors that do not meet industry standard accuracy shall be calibrated or replaced.

2.2. Major Component Maintenance.

- Inverter inspection and regular servicing as required under inverter manufacturer's warranty specifications. Those include but are not limited to the following annually:
 - Check appearance/cleanliness of the cabinet, ventilation system and all exposed surfaces.
 - Inspect, clean/replace air filter elements
 - Check for corrosion on all terminals, cables and enclosure.
 - Check all fuses.
 - Perform a complete visual inspection of all internally mounted equipment including subassemblies, wiring harnesses, contactors, power supplies and all major components.
 - Check condition of all the AC and DC surge suppressors.
 - Torque terminals and all fasteners in electrical power connections.
 - Check the operation of all safety devices (E-stop, door switches).
 - Record all operating voltages and current readings via the front display panel.
 - Record all inspections completed.
 - Inform inverter manufacturer of all deficiencies identified.
 - Oversee inverter manufacturer performance of In-Warranty replacement of failed inverter components.
- Customer advocacy with vendors.

2.3. Sensors, Meters and DAS (including pyranometers and anemometers). During the annual service visit to each Site,

Contractor shall:

- Record meter readings as available.
- Turn off and on to ensure they are communicating and ensure battery backups are working.
- Check accuracy of instruments with reference portable instruments

- Clear off irradiation sensors; check wind sensors for obstructions
- Lubricate moving parts of wind sensor if required by manufacturer
- Clear any debris from temperature sensors.

Annual scheduled maintenance will be conducted during Owner's normal business hours and scheduled in advance by providing Owner with written notice no less than five (5) days prior to any such visit. There will be a minimum of one (1) maintenance visit to the site in every twelve (12) month period during the Term of this Agreement.

Within five (5) business days after completing all such service, Contractor shall notify Owner of the work performed by providing a copy of Contractor's standard service call report.

A. Two (2) Module Washings per year:

A full cleaning of Owner's solar modules, providing a smudge-free cleaning that increases production over traditional cleaning methods. Cleaning is done with a specially designed water-fed soft bristle brush that reduces water usage to under 18 ounces per module. Upon request, Contractor can provide Owner with before- and after-photos to document results of cleaning. Contractor will coordinate with and provide reasonable notice to Owner in advance of scheduling module cleaning.

B. Two (2) Array Inspections per year:

During the annual service visit to each Site, and during one additional preventative maintenance visit each year to each Site, Contractor shall inspect the arrays and remove any nuisance items located on the arrays, provided such nuisance item removal work does not require Contractor to lease or otherwise obtain additional equipment or tools which are not typically utilized by Contractor during a normal service visit.

1. Daily Services

- a. Acknowledge alerts from System's automated alert system or from Owner, regarding potential system malfunction and notifying Owner of appropriate actions that need to be taken. If an automated production alert from the monitoring system indicates the need for Services or repair, Contractor shall schedule a service call directly with the Owner. Contractor shall respond as soon as reasonably possible after Contractor has: (i) received an automated production alert, (ii) discovered on its own any material malfunction in the operation of a System; or (iii) received any other notice from the Owner (any of the above a "Notice").

2.4. If the Notice specifies that immediate action is required to address imminent physical harm to people or property, Contractor shall provide such service as promptly as possible. The fees and costs for such work *are not included* in the Scope of Services and shall be billed as Additional Work in accordance with the Fees for Additional Services as set forth in Attachment A.

2.5. Support telephone line shall be available to Customer staff to answer questions or report issues. Support line shall be staffed during operational hours from 8 am – 6 pm California Standard Time. During times outside of this operational period, an urgent call shall be able to be routed to a supervisor for immediate action.

2.6. Priority of Service Cases.

High Priority: Any loss of power to major equipment (inverters, transformers, switchgear) or communication loss which causes and may cause the status of the plant to become unknown.

Medium Priority: Any loss of power to minor equipment (combiner box/string inverter) or communication loss that does not cause the status of the plant to become unknown.

Low Priority: Any loss of power to a source circuit or communication loss to non- critical resources (for example, weather station, etc.)

3. **Service Reports.** Following each annual service visit, Contractor will provide a detailed report of test results, a complimentary “layman’s interpretation” of test results, recommendations for performance improvement, relevant observations, and photographs of any equipment which displays signs of damage, disrepair, extreme weathering, rust or in need of repair, attention or further maintenance. At Owner’s request, Contractor can include photographs of all meters, weather equipment, and the DAS.
4. **Performance Reports.** Annually, Contractor shall provide to Owner a report that includes information on the maintenance, reactive service, inventory, and performance (a “Performance Report”).
5. **Emergencies.** In the event of any emergency, Contractor shall take such action as may be reasonable and necessary to prevent, avoid or mitigate injury, damage or loss to the System and shall, as soon as possible, report any such incident, including Contractor’s response thereto, to Owner. The fees and costs for responding to and addressing such emergencies *are not included* in the Scope of Services and shall be billed as Additional Work in accordance with the Fees for Additional Services as set forth in Attachment A.
6. **Other Exclusions.** In addition to certain exclusions set forth above, the Scope of Services specifically excludes the following:
 - 6.1. Additional monitoring equipment that may be required if site conditions change for reasons beyond Contractor’s control. Specifically, interference from additions or repairs to the Site or the System after the initial testing is done to confirm that the data can be reliably transmitted with the specified monitoring equipment.
 - 6.2. Parts or equipment that are not required to be installed by Contractor and/or its Subcontractors.
 - 6.3. In the event a manufacturer is not able or willing to honor its product warranty to Owner, the Scope of Services shall not include any material replacement costs of manufacturer’s components, unless such manufacturer refuses to honor its product warranty as a direct result of Contractor’s sole negligence or misconduct,
 - 6.4. Service visits required to reset equipment as a result of utility outages, either power or telecommunications, shall be considered Additional Services.
 - 6.5. Major repairs are not included in the Scope of Services. Major repairs are defined as: SEL relay programming, replacement of major components such as central inverters, transformers, switchgear, medium voltage equipment, insurable events, major module replacement (greater than 10 modules), and any repairs requiring 3rd party costs with the exception of rental costs associated with boom-lifts and/or scissor-lifts and O&M tools. Notwithstanding the previous, any repairs that require labor hours less than 32 person-hours (i.e. 2 workers for 2 days) will not be considered a Major repair.

[END OF SECTION]

Solar PV Operation and Maintenance Agreement

Attachment B (2) MAINTENANCE SCOPE OF SERVICES: REACTIVE PACKAGE

The Reactive Package includes all of the Services in Attachment B(1), and in addition, the following Services defined herein.

Reactive Service

Reactive service visits are defined as follows:

- 1) Response to failures of data communications or generation failures on Site.
- 2) Investigative visits in response to questions or concerns of Owner.
- 3) Corrective maintenance visits.
- 4) Site tour or Site accompaniment requests from Owner.
- 5) Emergency response visits to Site.

If Contractor decides on its own accord to go to a Site to inspect or perform corrective maintenance services without approval from the Customer, the visit will not count as a reactive service visit, will not affect the total reactive service visits for the year, and will not be billed to Owner as Additional Work.

Quarterly Performance Reporting

On or before the 15th day of the month following each quarter, Contractor shall provide to Owner a report that includes information on the maintenance, reactive service, inventory, and performance of the system.

Guaranteed Response Times to Perform Services:

Contractor shall code cases by priority and respond on Site depending on the severity of the problem. -

High Priority: Any loss of power to major equipment (inverters, transformers, switchgear) or communication loss which causes or may cause the status of the plant to become unknown.

Response Time: Less than 24 hours

Medium Priority: Any loss of power to minor equipment (combiner box/string inverter) or communication loss that does not cause the status of the plant to become unknown.

Response Time: Between 24 - 72 hours

Low Priority: Any loss of power to a source circuit or communication loss to non-critical resources (weather station, etc.)

Response Time: Between 24 120 hours

Exclusions:

Any requests for preventative maintenance outside the Scope of Services as defined in this Attachment, (for example, Owner suspects that the irradiance sensor on Site is dirty and requests a separate visit to check the sensor and clean it).

[END OF SECTION]

ATTACHMENT O

PERFORMANCE OUTPUT GUARANTEE AGREEMENT

THIS PERFORMANCE OUTPUT GUARANTEE AGREEMENT ("**Output Guarantee**") is made and entered into as of [REDACTED], 20[REDACTED], by and between South Orange County Community College District ("**Owner**"), and [REDACTED] ("**Contractor**"). Owner and Contractor are referred to hereinafter individually as a "**Party**" and together as the "**Parties**".

WHEREAS, the Parties have entered into to that certain Energy Services Agreement for Design Build Services Irvine Valley College; Parking Lot 6 Solar Power Generating Photovoltaic System dated May 19, 2020 (the "**D-B Agreement**") pertaining to the design and installation of the solar energy facilities ("**System**") at Irvine Valley College Parking Lot 6 ("**Site**") owned by Owner; and

WHEREAS, the Parties now wish to enter into this Output Guarantee relating to the overall electricity output of each System;

NOW, THEREFORE, the Parties hereby agree as follows:

1. Guarantee: Contractor hereby guarantees to Owner that the actual monetary value from the overall electricity output of the System during each True-Up Period will be equal to or greater than the expected amount determined in accordance with Section 10 of this Output Guarantee. In the event the actual monetary value from a System during any True-Up Period is less than the expected amount, and such shortfall is not excused in accordance with the terms of this Output Guarantee, Owner shall be entitled to receive a Penalty Payment calculated in accordance with Section 10 as its sole remedy for such shortfall.
2. Term: The term of this Output Guarantee (the "**Term**") shall commence on the date the System achieves final completion pursuant to the D-B Agreement and continue for the period ending on the twentieth (20) year anniversary of such date.
3. Owner Responsibilities: Throughout the Term, and as conditions to the obligations of Contractor hereunder, the Owner shall:
 - a. maintain (including making timely payments thereunder) an agreement with Contractor for the operation and maintenance of each systems;
 - b. grant reasonable access to each System to Contractor's personnel and representatives; and
 - c. not modify, alter, shade, damage, service, or repair, without Contractor's prior written approval, any part of any System, the supporting structure for any System or the associated wiring.
4. Definitions:

"Actual Electricity Generation" means, for each Guarantee Year and portion thereof during the Term, a System's alternating current or "AC" electricity production in kilowatt-hours (kWh) as metered and calculated according to the methods described

herein and consistent with the System's AC electricity output measurements described in the D-B Agreement.

"Annual Degradation Rate" or "ADR" means the rate at which a System is deemed to decrease in AC kWh output each year relative to the prior year due to expected PV module degradation. The ADR is deemed to be 0.75%.

"DAS" means Contractor's or its agent's data acquisition system that displays historical meteorological and production data over an internet connection and consists of hardware located on-site and software housed on Contractor's or its agent's DAS server. The DAS measures and logs, at minimum, the following parameters on a 15-minute average basis at each Site: actual AC electricity production of the applicable System (in kWh), solar irradiance (in W/m²), ambient and module temperature (in °C), and wind speed (in meters per second).

"Guarantee Level" is 95% of the SEAMC (as adjusted for the ADR) for the purpose of calculating the minimum monetary value of electricity purchases that shall be avoided by a System's electricity output for each year of the Term under this Output Guarantee.

"Guarantee Year" means each consecutive year during the Term.

"PVsyst" means the software program used by Contractor to predict the amount of electricity (in kWh AC) a System will produce in a typical meteorological year, which currently has the following characteristics: (1) developed at the University of Geneva and currently available through PVsyst SA, (2) utilizes the single diode model to model photovoltaic characteristics, (3) all ancillary array losses are taken into account, and (4) PVsyst simulations use weather data from sources such as NREL, TMY2, TMY3 or Solar Power Prospector (SPP), to model performance. The weather data source is determined in accordance with Contractor's Design Standards and considers proximity of the weather station to the project site, climatic and geographic variability in addition to data quality in the process.

"Reference Model" means the PVsyst model representing the System to be built by Contractor that shall be used for calculating SEAMC. The report of the reference model is attached as Exhibit A along with the details of any post processing required in modeling a System. The Reference Model may be adjusted as may be necessary to reflect changes in the design of a System made subsequent to execution of this contract.

"Simulated Energy under Actual Meteorological Conditions" or "SEAMC" means the quantity of expected AC electricity output from a System as simulated by PVsyst using measured meteorological (and module temperature) data recorded by the DAS at each Site as the input to the Reference Model with all other inputs kept consistent including any post processing required in modeling the system.

"Simulated Energy under Typical Meteorological Conditions" or "SETMC" means within a given Guarantee Year, the expected quantity of AC electricity output from a System simulated by PVsyst using historical meteorological data as the input to the Reference Model

“Rate” means \$.0820/kWh escalating at 3.0% per year. If there is a difference of 10% or more between the Rate and the actual avoided cost, this calculation will be adjusted to reflect the actual avoided cost. The method to determine if there is a 10% or greater reduction in the rate is by taking the new tariff and applying it to the previous year’s usage (annual electricity consumption) and comparing what the Owner would have paid under that scenario to what the Owner actually paid in the previous year. This calculation would be performed for each individual campus.

“True-Up Period” means each consecutive three (3) year period during the Term.

5. Shading. Each System’s output expectations are based on current site conditions. Introducing new shade onto the solar modules will have a negative impact on performance. Contractor will not be responsible for loss of production due to shade that is introduced after the System has been installed. Building alterations, new structures, satellite dishes and new tree growth are examples of objects that cause shade if placed in close proximity to the solar array. The Owner is responsible for maintaining the current site conditions or notifying Contractor of any new shading, at which time Contractor will incorporate new shading into a revised Reference Model, which will allow the SEAMC to reflect the new shading conditions.
6. Output Guarantee Price. The price for this Output Guarantee for the System is incorporated into Attachment A (Site, System and Service Fees) of the Solar PV Operation and Maintenance Agreement.
7. Contingency for Equipment Failure. In the event of hardware, communication, or other failure affecting the DAS, Contractor will make commercially reasonable efforts to resolve the failure in a timely manner. In the event that data are lost, Actual Generation shall be adjusted to compensate for such lost data:
 - a. Lost Energy Input Data. In lieu of lost meteorological data required to determine the SEAMC, Contractor will utilize such data obtained from an appropriate nearby meteorological station that Contractor monitors and selects for such purpose. If an appropriate source of additional data is not available, the Actual Electricity Generation for the missing interval shall be added to the SEAMC.
 - b. Lost Electricity Data. In lieu of lost electricity data, Contractor will utilize the cumulative data from System meter readings to calculate the electricity generated during the missing interval. In the event that data from the System meter are inaccurate or missing, Contractor will simulate electricity production during the missing interval utilizing measured meteorological data and PVsyst. The simulated electricity production during the missing interval will be added to the Actual Electricity Generation for the subject Guarantee Year.
8. Adjustment of Expected Generation. Contractor shall make a corresponding adjustment to SEAMC for the affected period if, and to the extent, there is a material change in the production of electricity by a System owing to any of the following events:
 - a. There is structural failure in a building which failure affects the support of the System or affects the integrity of the DAS;

- b. The manufacturer of the solar specific equipment including any modules, inverters, racking, or monitoring equipment is not able or willing to honor its product warranty to Owner or the warranty has expired and Owner does not remedy by replacement at its own expense, provided that Contractor used its best efforts to assist the Owner in its attempts to oblige the manufacturer to comply with its warranty obligations;
 - c. In the event where Contractor requires the Owner's reasonable cooperation to remedy any source of under-performance (such as tree trimming, or providing access to premises, for example) and is denied that cooperation within a commercially reasonable amount of time;
 - d. There is any failure of the System to perform caused by legislative, administrative or executive action, regulation, order or requisition of any federal, state or local government, local utility or public utilities commission; There is any curtailment, reduction, or adjustment to the System, or failure of the System to perform, whether foreseen or unforeseen, as a result of any legislation, regulation, administrative or executive order, requisition or any other action by any (i) federal, state or local government or agency; (ii) local utility or public utilities commission; or (iii) independent system operator or regional transmission organization;
 - e. There is an event of Force Majeure as defined in the D-B Agreement;
 - f. There is any change in usage of or structures on the Site, or buildings at or near the Site that materially affects the performance of the System(s) unless Contractor provides prior written consent to the change; or
 - g. Contractor is prevented from performing array cleaning per the schedule modeled in the Reference Model.
9. Data Quality. Where data used in the analysis, whether meteorological, power or energy, exhibit a high degree of error or departure from expected values, those data points may be omitted from the analysis. Data points excluded will be identified and the reason for the exclusion noted.
10. True-Up. The Parties agree that no Penalty Payment that may accrue during a given True-Up Period shall become due and payable until the end of such True-Up Period. At the end of each True-Up Period, Contractor shall provide Owner with a report detailing each System's Actual Electricity Generation (in AC kWh) for each Guarantee Year of the True-Up Period and the corresponding monetary value of such Actual Electricity Generation based on the applicable Rates. These values shall be based on the revenue grade utility meter measuring the output of each System. For each System and Guarantee Year, Contractor shall also provide a true-up calculation that compares the System's Actual Electricity Generation and corresponding monetary value with the System's SEAMC expected generation (in kWh, adjusted to account for the applicable Guarantee Level & applicable ADR) and its corresponding SEAMC-based monetary value (in USD). When providing the Owner with a true-up report, the Contractor shall, upon the Owner's request, make reasonable efforts to explain the data, calculations, and the results, and shall make available the underlying data and calculations.
- a. **True-Up Calculation for the Utility Avoided Costs**. Contractor shall perform the following true-up calculation for each Guarantee Year for each System in

the True-Up Period:

Step One: Calculate the Expected Utility Avoided Cost value as follows:

$$[\text{SEAMC (kWh)}] \times [.95] \times [(1 - \text{ADR})^{(\text{GUARANTEE YEAR} - 1)}] \times [\text{Rate (\$/kWh)}]$$

Step Two: Calculate the Actual Utility Avoided Cost value as follows:

$$[\text{Actual Electricity Generation (kWh)}] \times [\text{Rate (\$/kWh)}]$$

Step Three: Subtract the Expected Utility Avoided Cost value from the Actual Utility Avoided Cost value.

- b. **Determining the Penalty Payment. If Any:** Sum all the Step Three results from the above calculations in subdivisions (a) for all Guarantee Years, and, if more than one, Systems. If the sum is a negative dollar amount, the Contractor has underperformed according to the terms of the Output Guarantee during the True-Up Period and owes a payment (a **"Penalty Payment"**) in this amount to the Owner. For example, a negative value of <\$10,000> would mean that the Contractor owes \$10,000 to the Owner. If the sum is zero or a positive number, the Contractor has exceeded the minimum required performance under the Output Guarantee and therefore owes no payment to the Owner for this True-Up Period.
- c. **Making a Required Penalty Payment.** A required Penalty Payment shall be made within 30 days of receipt of the true-up report by Owner from Contractor as long as the Owner does not dispute the report results. Should the Owner dispute the report results, Parties agree to make good-faith efforts to address and resolve the cause of the dispute.

The Reference Model for each System may be adjusted as may be necessary as a result of any changes to the Scope of Work or redesigns of the System or substitution of alternate System made subsequent to execution of this Contract.

11. Termination.

- a. By the Owner. Owner may terminate this Output Guarantee in the event any of the following occurring:
 - i. Since the date of this Output Guarantee, a material deterioration of the financial situation/solidity of the Contractor as evidenced by a failure to pay substantial amounts to other creditors for a material period of time or a serious threat that a petition in bankruptcy will be filed against Contractor; or
 - ii. Contractor fails to pay to Owner any Penalty Payment (other than any amounts which are the subject of a bona fide dispute) within thirty (30) calendar days of written notice of such failure from Owner to Contractor.
- b. By Either Party. Either party may terminate this Output Guarantee in the event of any failure by the other Party to perform any of its material obligations, except payment of a Penalty Payment, under this Output Guarantee, which failure is not remedied within forty-five (45) calendar days of written notice of such failure from the non-breaching Party to the breaching Party; provided, however, that if such failure can be remedied, but (A) such failure cannot reasonably be remedied within such thirty (30) calendar day period, and (B) the breaching Party commences cure

of such failure within such thirty (30) calendar day period and thereafter diligently seeks to remedy such failure, then the non-breaching Party shall not be entitled to terminate this Output Guarantee until such time as the breaching Party ceases all reasonable endeavors to cure such failure unless such failure continues for a period of a thirty (30) calendar days from the original written notice from the non-breaching Party; or a Force Majeure Event, as defined in the D-B Agreement, which conditions continue for a period of sixty (60) days or more.

- c. Preservation of Rights. Termination of this Output Guarantee shall not affect any rights or obligations as between the Parties which may have accrued prior to such termination or which expressly or by implication are intended to survive termination whether resulting from the event giving rise to termination or otherwise.

12. Miscellaneous.

- a. Governing Law. This Output Guarantee shall be governed by and construed in accordance with the laws of the State of California. This Output Guarantee shall be interpreted in accordance with its fair meaning and not strictly for or against the Owner or the Contractor. In the event of any legal proceedings arising out of or related to this Output Guarantee, jurisdiction shall be the Orange County Superior Court and venue shall be the Central Justice Center.
- b. Amendments. No amendment to this Output Guarantee shall be binding on the Parties unless set out in writing, expressed to vary this Output Guarantee signed by authorized representatives of each of the Parties and approved by the Owner's Board of Trustees.
- c. No Waiver. No provision of this Output Guarantee shall be considered waived by either Party except when such waiver is made in writing. The failure of either Party to insist, on one or more occasions, upon strict performance of any of the provisions of this Output Guarantee or to take advantage of its rights hereunder or the delay or failure in exercising totally or partially any right or remedy under this Output Guarantee, shall not be construed as a waiver of any such provisions or the relinquishment of any such rights or any other rights for the future, but the same shall continue and remain in full force and effect.
- d. Successors and Assigns.
 - i. Except as set forth in subsection (ii) of this section, no Party shall be entitled to assign this Output Guarantee or any of its rights or obligations under this Output Guarantee, nor shall it enter into any transaction as a result of which it may transfer, assign, charge or dispose by any title of any of those rights and obligations, without the prior written consent of the other Party, which shall not be unreasonably withheld.
 - ii. Notwithstanding the foregoing, Contractor shall be entitled to assign its right, obligation, title and interest in and to this Output Guarantee to any of its affiliates or in connection with a merger, consolidation or sale of all or substantially all of the assets of Contractor.
- e. Notices. All notices and other communications required under this Output Guarantee shall be in writing and addressed to each Party at the address set forth below, or to such other addresses which a Party may from time to time

notify the other Party pursuant to the terms of this Section. Such notices and communications will be transmitted by: (i) personal delivery; or (ii) Certified United States Mail with Return Receipt Requested. Notices transmitted by personal delivery shall be deemed effective upon actual delivery. Notices transmitted by United States Mail shall be deemed effective the third (3rd) working day after the postmark date.

If to Owner:

South Orange County Community College District
Attn: Priya Jerome,
Executive Director of Procurement, Central
Services and Risk Management
28000 Marguerite Parkway
Mission Viejo, CA 92692
Email: pjerome@socccd.edu

If to Contractor:

Borrego Solar Systems, Inc.
1814 Franklin Street, Suite 700
Oakland, CA 94612
Attn: Director, O&M

- f. Time of Essence. Time is expressly agreed to be of the essence of this Output Guarantee and all of the terms, conditions and provisions hereof.
- g. Construction. The following rules of construction and interpretation shall govern the construction and interpretation of this Output Guarantee:
 - i. Days. Any reference to days in this Output Guarantee shall mean calendar days unless otherwise specified.
 - ii. Number and Gender. Whenever, in this Output Guarantee, the singular number is used, the same shall include the plural and the neuter, masculine and feminine genders shall include each other, as the context may require. All numbering in this Output Guarantee shall use English numbering conventions.
 - iii. Entire Agreement. This Output Guarantee and any agreements executed by the Parties on the date of this Output Guarantee contain the whole agreement between the Parties relating to the transactions contemplated therein and supersede all previous agreements between the Parties relating to these transactions.
 - iv. Representation. Each party acknowledges that, in agreeing to enter into this Output Guarantee, it has not relied on any representation, warranty, collateral contract or other assurance (except those repeated in this Output Guarantee and any other agreement entered into on the date of this Output Guarantee between the Parties) made by or on behalf of any other party at any time before the signature of this Output Guarantee. Each party waives all rights and remedies which, but for this subsection, might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance.
 - v. Article and Section References. All cross-references in this Output Guarantee to articles, sections and subsections, unless specifically

directed to another agreement or document, refer to articles, sections and subsections of this Output Guarantee.

- vi. Captions. The titles of the various exhibits, schedules or attachments to this Output Guarantee and of the various articles, sections or subsections of this Output Guarantee:
- (1) are inserted for convenience, identification and ease of reference purposes only,
 - (2) do not form part of this Output Guarantee, and
 - (3) are in no way intended to define or limit the scope, extent or intent of this Output Guarantee or any of the provisions of this Output Guarantee and shall not in any way affect the interpretation, application or construction of this Output Guarantee or any of the provisions of this Output Guarantee.
- vii. Severability. The provisions contained in each section, subsection and clause of this Output Guarantee shall be enforceable independently of each of the others and their validity shall not be affected if any of the others are invalid. If any of those provisions is void but would be valid if some part of the provision were deleted, the provision in question shall apply with such modification as may be necessary to make it valid.
- viii. Multiple Counterparts. This Output Guarantee and any amendments of this Output Guarantee may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Output Guarantee as of the date first above written.

OWNER

CONTRACTOR

Date: _____, 20__

Date: _____, 20__

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Exhibit A: PVsyst Model Output used for calculation of SEAMC (Reference Model)

Initial Design - MAX for Budget Irvine Valley College, 5500 Irvine Center Dr

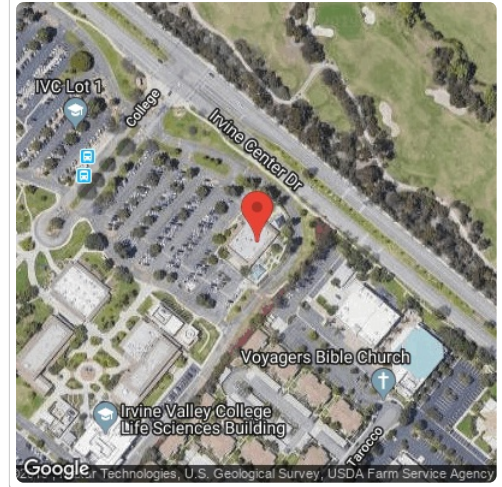
Report

Project Name	Irvine Valley College
Project Address	5500 Irvine Center Dr
Prepared By	Eric Biggs ebiggs@borregosolar.com

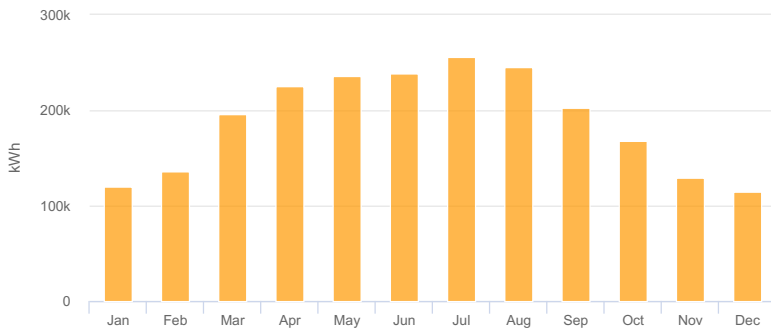
System Metrics

Design	Initial Design - MAX for Budget
Module DC Nameplate	1.31 MW
Inverter AC Nameplate	1.06 MW Load Ratio: 1.24
Annual Production	2,267 GWh
Performance Ratio	86.7%
kWh/kWp	1,730.1
Weather Dataset	TMY, 5500 Irvine Center D..., Solar Anywhere (custom)
Simulator Version	0541c394b8-bd5c49402f-a39bec1355-f36a64db05

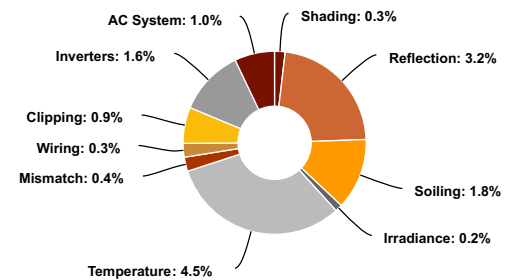
Project Location



Monthly Production



Sources of System Loss



Annual Production

	Description	Output	% Delta
Irradiance (kWh/m ²)	Annual Global Horizontal Irradiance	1,900.6	
	POA Irradiance	1,995.8	5.0%
	Shaded Irradiance	1,990.6	-0.3%
	Irradiance after Reflection	1,927.1	-3.2%
	Irradiance after Soiling	1,892.9	-1.8%
	Total Collector Irradiance	1,892.9	0.0%
Energy (kWh)	Nameplate	2,481,348.6	
	Output at Irradiance Levels	2,476,877.2	-0.2%
	Output at Cell Temperature Derate	2,365,950.4	-4.5%
	Output After Mismatch	2,357,624.4	-0.4%
	Optimal DC Output	2,349,527.2	-0.3%
	Constrained DC Output	2,328,383.1	-0.9%
	Inverter Output	2,290,060.0	-1.7%
	Energy to Grid	2,267,160.0	-1.0%
Temperature Metrics			
	Avg. Operating Ambient Temp		19.3 °C
	Avg. Operating Cell Temp		29.3 °C
Simulation Metrics			
	Operating Hours	4634	
	Solved Hours	4634	



Condition Set												
Description	Condition Set 1											
Weather Dataset	TMY, 5500 Irvine Center D..., Solar Anywhere (custom)											
Solar Angle Location	Project Lat/Lng											
Transposition Model	Perez Model											
Horizon Profile	Irvine Valley College Horizon.hor											
Temperature Model	Diffusion Model											
Temperature Model Parameters	Rack Type					U _{const}			U _{wind}			
	Fixed Tilt					25			1.2			
	Flush Mount					20			1			
	East-West					25			1.2			
	Carport					25			1.2			
Soiling (%)	J	F	M	A	M	J	J	A	S	O	N	D
	1	1	1	1.9	2.9	1	1.9	2.9	1	1.9	2.9	1
Irradiation Variance	0%											
Cell Temperature Spread	4° C											
Module Binning Range	-2.5% to 2.5%											
AC System Derate	1.00%											
Module Characterizations	Module					Uploaded By			Characterization			
	LG420N2W-V5_BSS01 (LG Electronics)					Borrego - East			LG420N2W-V5_BSS01.PAN, PAN			
Component Characterizations	Device					Uploaded By			Characterization			
	SG66KU-M BSS01 June 2016 (Sungrow Power Supply)					Folsom Labs			Default Characterization			

Components		
Component	Name	Count
Inverters	SG66KU-M BSS01 June 2016 (Sungrow Power Supply)	16 (1.06 MW)
Strings	10 AWG (Copper)	192 (39,339.6 ft)
Module	LG Electronics, LG420N2W-V5_BSS01 (420W)	3,120 (1.31 MW)

Wiring Zones			
Description	Combiner Poles	String Size	Stringing Strategy
Wiring Zone	12	8-18	Along Racking



Field Segments									
Description	Racking	Orientation	Tilt	Azimuth	Intrarow Spacing	Frame Size	Frames	Modules	Power
Field Segment 1	Carport	Portrait (Vertical)	7.5°	220.466°	0.1 ft	6x22	1	132	55.4 kW
Field Segment 1 (copy)	Carport	Portrait (Vertical)	7.5°	220.466°	0.1 ft	6x22	1	132	55.4 kW
Field Segment 1 (copy 1)	Carport	Portrait (Vertical)	7.5°	220.466°	0.1 ft	6x22	1	132	55.4 kW
Field Segment 1 (copy 2)	Carport	Portrait (Vertical)	7.5°	220.466°	0.1 ft	6x29	1	174	73.1 kW
Field Segment 1 (copy 3)	Carport	Portrait (Vertical)	7.5°	220.466°	0.1 ft	6x22	1	132	55.4 kW
Field Segment 1 (copy 4)	Carport	Portrait (Vertical)	7.5°	220.466°	0.1 ft	6x22	1	132	55.4 kW
Field Segment 1 (copy 6)	Carport	Portrait (Vertical)	7.5°	220.466°	0.1 ft	6x22	1	132	55.4 kW
Field Segment 1 (copy 7)	Carport	Portrait (Vertical)	7.5°	220.466°	0.1 ft	6x22	1	132	55.4 kW
Field Segment 1 (copy 8)	Carport	Portrait (Vertical)	7.5°	220.466°	0.1 ft	6x22	1	132	55.4 kW
Field Segment 1 (copy 9)	Carport	Portrait (Vertical)	7.5°	220.466°	0.1 ft	6x22	1	132	55.4 kW
Field Segment 1 (copy 10)	Carport	Portrait (Vertical)	7.5°	220.466°	0.1 ft	6x22	1	132	55.4 kW
Field Segment 1 (copy 11)	Carport	Portrait (Vertical)	7.5°	220.466°	0.1 ft	6x22	1	132	55.4 kW
Field Segment 1 (copy 12)	Carport	Portrait (Vertical)	7.5°	220.466°	0.1 ft	6x22	1	132	55.4 kW
Field Segment 1 (copy 13)	Carport	Portrait (Vertical)	7.5°	220.466°	0.1 ft	6x22	1	132	55.4 kW
Field Segment 1 (copy 14)	Carport	Portrait (Vertical)	7.5°	220.466°	0.1 ft	6x22	1	132	55.4 kW
Field Segment 1 (copy 16)	Carport	Portrait (Vertical)	7.5°	220.466°	0.1 ft	6x22	1	132	55.4 kW
Field Segment 1 (copy 15)	Carport	Portrait (Vertical)	7.5°	220.466°	0.1 ft	6x22	1	132	55.4 kW
Field Segment 1 (copy 18)	Carport	Portrait (Vertical)	7.5°	220.466°	0.1 ft	6x22	1	132	55.4 kW
Field Segment 1 (copy 19)	Carport	Portrait (Vertical)	7.5°	220.466°	0.1 ft	6x22	1	132	55.4 kW
Field Segment 1 (copy 20)	Carport	Portrait (Vertical)	7.5°	220.466°	0.1 ft	6x22	1	132	55.4 kW
Field Segment 1 (copy 22)	Carport	Portrait (Vertical)	7.5°	220.466°	0.1 ft	6x29	1	174	73.1 kW
Field Segment 1 (copy 5)	Carport	Portrait (Vertical)	7.5°	220.466°	0.1 ft	6x22	1	132	55.4 kW
Field Segment 1 (copy 21)	Carport	Portrait (Vertical)	7.5°	220.466°	0.1 ft	6x22	1	132	55.4 kW

 Detailed Layout



TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: Saddleback College and Irvine Valley College: Student Government
Tentative Budgets FY 2020-2021

ACTION: Approval

BACKGROUND

The Saddleback College Associated Student Government (ASG) and Associated Students of Irvine Valley College (ASIVC) have developed their tentative budgets for FY 2020-2021. During the spring semester 2020, the Saddleback College ASG tentative budget was ratified by the ASG Board of Directors. During the spring semester 2020, the ASIVC tentative budget was ratified by ASIVC, reviewed by the Budget Development and Resource Planning Committee, and reviewed by the Strategic Planning and Accreditation Council. Funding for the budgets is derived from the sale of student activity/access fees as well as bookstore and food service commissions. The budgets were established to provide funding for co-curricular programs, scholarships, student initiatives, and student activities, including student clubs.

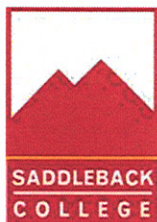
STATUS

The Saddleback College ASG tentative budget for FY 2020-2021 is presented as EXHIBIT A. The Irvine Valley College ASIVC tentative budget for FY 2020-2021 is presented as EXHIBIT B. The adopted budgets will be brought to the Board of Trustees in August and will include actual beginning fund balances and a detail budget of grants/allocations.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the FY 2020-2021 tentative student government budgets as presented in EXHIBITS A & B.

Item Submitted By: *Ann-Marie Gabel, Vice Chancellor, Business Services*
Dr. Elliot Stern, President, Saddleback College
Dr. Cindy Vyskocil, Acting President, Irvine Valley College



Associated Student Government FY 2020-2021 Tentative Budget Presentation

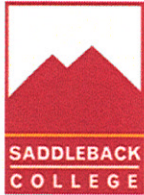
SOCCCD Board of Trustees
May 18, 2020

Presented by:
Jake Rybczyk, ASG President
Javier Osorio, ASG Director of Budget and Finance
Adam Brownell, ASG President-Elect



Budget Highlights

- \$185,000 in beginning balance due to unused funds from Fiscal Year 2019-2020
- \$150,000 projected in ASG Stamp Sales
- Contracted revenue is based on bookstore and vending machine services. We do not anticipate revenue from our new food provider for 2020-2021. ASG receives 40.72% of contracted services revenue.
 - \$223,960 (40.72% of \$550,000)
 - \$1,955 (40.72% of \$4,800; total is derived from 12 months - vending @ \$400/mo)
- Committed to donate at least 20% of total sources of funds, after taking out the emergency reserve and OCTA Bus Pass Program, to fund scholarships:
 - Child Development Center
 - Foundation General Scholarships
 - Financial Aid Book Scholarships
 - Promise Program
- Emergency reserve represents 7% of total budget



Tentative Budget Chart

Sources and Uses of Funds	FY 2019-2020 Adopted Budget	FY 2020-2021 Tentative Budget	Change	Note
Sources of Funds				
<i>Beginning Balance</i>	238,349	185,000	(53,349)	A
<i>Revenue</i>				
Bookstore Contract	223,960	223,960	0	B
Cafeteria/Coffee Cart/Vending	29,318	1,955	(27,363)	C
Stamp Sales	125,000	150,000	25,000	D
Total Sources of Funds	616,627	560,915	(55,712)	E
Uses of Funds				
Campus Life	158,920	119,425	(39,495)	F
Co-Curricular Programs	47,175	51,208	4,033	F
ASG Operations	15,500	15,500	0	F
ASG Operations (Personnel, Non-Discretionary)	97,045	101,245	4,200	F
Student Support	135,157	141,175	6,018	F
Scholarships	113,500	92,888	(20,612)	G
Emergency Reserve	49,330	39,474	(9,856)	H
Total Uses of Funds	616,627	560,915	(55,712)	E
A. Beginning balance from unused funds from FY19-20				
B. Bookstore revenue will remain stable for FY20-21				
C. Dining services planned to decrease due to new food service provider				
D. ASB Stamp revenue has increased for past two fiscal years due to the new Opt-Out initiated in FY18-19				
E. Total Sources of Funds decreased due to lower beginning balance and less revenue from food services				
F. Variances in some categories changed due to new and old programs funded through division funding cycle				
G. Scholarships reflect at least 20% of the budget after emergency reserve and OCTA Bus pass is removed; decreased due to smaller beginning balance				
H. Emergency reserve reflects 7% of the Sources of Funds				



FY 2019-2020 ASG Highlights

Non-Academic Barriers

- Worked to finalize a contract providing OCTA bus passes to all students for the next 3 years beginning Fall 2020
- Assisted EOPS to host the annual Turkey Drive and Adopt-A-Family to provide food for 20 families and gifts for 35 children
- Partnered with Athletics and campus clubs to host the first ever Coaches vs. Cancer event at Saddleback College and raised over \$1,000 for the American Cancer Society



Advocacy

- Worked with the Muslim Student Association to secure a location for a personal reflection room and the LGBTQIA+ Club to advocate for creating more gender-neutral restrooms on campus
- Participated in the Student Senate for California Community Colleges virtual General Assembly to pass resolutions on issues impacting CCC students

Campus-Wide Projects

- Participated in the selection process for the new food service provider and attended design meetings for the new Gateway building
- Assisted in mobilizing students to participate in the planting of 50 live oak trees as a part of the Campus Beautification Committee quad project.





Associated Students Irvine Valley College (ASIVC)

FY 2020-2021
Tentative Budget Presentation
Board of Trustees
Monday, May 18, 2020

Presented By

Feras Khatib, 2019-2020 ASIVC President
Brianna Ross, 2020-2021 ASIVC President
Tristan Vu, 2020-2021 ASIVC Executive VP



ASIVC Budget Highlights FY 2020-2021

BUDGETED \$1,010,000 FY 2020-2021

- Projected \$400,000 Beginning Balance
- Projected \$140,000 ASIVC ACCESS
- Contracted \$450,000 Bookstore Commissions
- Contracted \$20,000 Cafeteria Commissions

ASIVC Budget FY 2020 - 2021

Sources and Uses of Funds	FY 2019-2020 Adopted Budget	FY 2020-2021 Tentative Budget	Notes:
Sources of Funds:			
Beginning Fund Balance	\$160,000	\$400,000	a
ASIVC ACCESS Sales	\$140,000	\$140,000	b
Bookstore Commissions (50/50 Split w/Instructional)	\$450,000	\$450,000	c
Cafeteria Commissions	\$90,000	\$20,000	d
Total Sources of Funds	\$840,000	\$1,010,000	
Uses of Funds:			
Instructional Departments	\$269,700	\$212,500	c
Student Services & Scholarships	\$100,800	\$113,000	e
Club Program Support	\$14,300	\$62,500	f
ASIVC Events/Programs	\$83,376	\$211,500	f
Student Life Nondiscretionary	\$287,824	\$270,000	f
Contingency Funds/Mid Year Requests	\$84,000	\$140,500	g
Total Uses of Funds	\$840,000	\$1,010,000	

- a. Projected beginning balance is based on the current balance as of April 2020 & COVID-19 impact of cancelled programs/events.
- b. Continued ASIVC Access sales collected for Fall, Spring, and Summer
- c. ASIVC adjusted the revenue and allocation of Bookstore funds in order to provide a consistent amount to instructional programs (approximately 50/50 split w/ASIVC)
- d. For planning purposes, cafeteria revenue is assumed at \$20K. The projection will be updated for the adopted budget when the new contract is executed.
- e. Specific amounts have been identified for each; \$40K Student Services & \$73K for Scholarships
- f. Reorganized funding to reflect growth in Leadership Development opportunities and support of robust Club Program
- g. Increase due to the required 10% minimum in contingency funds & cancellation of major events due to COVID-19

ASIVC Accomplishments FY 2019-2020



ASIVC Student Senate:

- ❖ Ratified new Bylaws & Organizational Structure; provides for empowering student leadership and effective representation
- ❖ Successfully awarding the Te'Veannah Smith Emergency Fund
- ❖ Awarding over \$60,000 in Student Scholarships this month
- ❖ Approved OCTA funding - first year commitment

Student Leadership Development:

- ❖ Participated in Parliamentary Procedure Training and Leadership Development Workshops
- ❖ Scheduled to attend Student Senate California Community Colleges (SSCCC) Legislative Conference & ASACC in DC for the 1st time
- ❖ Continue to support Inter Club Council and very robust Club Program

Facilities:

- ❖ Created student centered college atmosphere in Student Life & Equity
- ❖ Organized work stations in Student Activity Center for more efficient work flow & created desk space for ASIVC President

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Annual Approval for Student Trustee to Receive Compensation and to Make/Second Motions for Board Meetings

ACTION: Approval

BACKGROUND

As required by California Education Code Section 72023.5, the Board of Trustees shall consider whether the Student Trustee shall make and second motions; shall receive compensation as outlined in California Education Code Section 72024, and shall serve a term of one year commencing on May 18. The District has established Student Trustee compensation in District Board Policy 164 – Policy on Board Member Compensation and the Student Trustee right to make and second motions along with their term commencing in May in District Board Policy 104 – Policy on Student Member of the Board of Trustees.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve compensation for the Student Trustee in the amount of \$393.75 per month paid by the District; allow the Student Trustee to make and second motions; and approve the term commencement date of May 18.

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Consolidated Elections for Members of Governing Boards

ACTION: Approval

BACKGROUND

A consolidated election is required in our district this year. The election will be held on Tuesday, November 3, 2020, for members of specified governing boards, in accordance with Education Code Section 5340, which reads in part:

“School District governing board or community college district governing board member elections for two or more school districts of any type to be held in the same district or area on the same day shall be consolidated so that a person entitled to vote in both or all of such elections may do so at the same time and place and using the same ballot.”

STATUS

Consistent with previous practice during election years, the Orange County Department of Education has notified the South Orange County Community College District that a resolution relative to consolidated elections and order of election needs to be adopted by the board and returned to that office by Friday, June 12, 2020. Resolution #20-15 (Exhibit A) resolves that pursuant to the authority of Education Code Sections 5304 and 5322, the Orange County Department of Education is being notified of the specifications of the election order for the forthcoming Biennial Governing Board Election to be held on Tuesday, November 3, 2020.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve Resolution #20-15 to notify the Orange County Department of Education of the consolidated election specifications as outlined in Exhibit A.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

BOARD OF TRUSTEES

**RESOLUTION AND ORDER OF BIENNIAL TRUSTEE ELECTION AND
SPECIFICATIONS OF THE ELECTION ORDER**

RESOLUTION #20-15

May 18, 2020

WHEREAS, the election of governing board members is ordered by law pursuant to §5000 of the Education Code to fill the office of members whose terms expire on December 11, 2020, next succeeding the election.

NOW BE IT RESOLVED that pursuant to the authority of Education Code §5304 and 5322, the County Superintendent of Schools, Orange County, is hereby informed of the specifications of the election order for the forthcoming Biennial Governing Board Election to be held on Tuesday, November 3, 2020.

The County Superintendent is further ordered to consolidate this election in accordance with Education Code Sections 5340 and 5342.

Dated this 18th day of May, 2020.

Clerk, Board of Trustees
South Orange County Community College District

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

BOARD OF TRUSTEES

RESOLUTION NUMBER 20-15

Excerpt from the Journal of the Board of Trustees of the South Orange County Community College District, State of California, for a regular meeting held on the 18th day of May, 2020, at 6:30 p.m. at which the following members were

PRESENT:

ABSENT:

On a motion by Trustee _____, seconded by Trustee _____, a Resolution and Order of Election and Specifications of the Election Order was adopted by the following roll call vote:

AYES:

NOES:

ABSENT:

Certified a correct copy this 18th day of May, 2020

Clerk, Board of Trustees
South Orange County Community College District

TO: Board of Trustees
FROM: Kathleen F. Burke, Chancellor
RE: SOCCCD: 2021-2022 Academic Calendar
ACTION: Approval

BACKGROUND

Annually the South Orange County Community College District Academic Calendar Committee convenes to review the development of the academic calendar. During the 2019-2020 academic year, representatives from the governance groups studied calendar options for 2021-2022.

On January 30, 2020, the District-wide Academic Calendar Committee met and voted to approve the proposed calendar, which is presented as Exhibit A. On April 27, 2020, the Board of Trustees accepted for review and study the proposed 2021-2022 Academic Calendar.

STATUS

The proposed 2021-2022 Academic Calendar meets Education Code requirements, accounts for holidays mandated by the California Community College Chancellor's Office (Exhibit B), and includes classified staff holidays in compliance with Article 10 of the California School Employees Association (CSEA) contract and Article 9 of the Police Officers Association (POA) Master Agreement.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the proposed Academic Calendar for 2021-2022 (Exhibit A).

Item Submitted by: *Dr. Robert Bramucci, Vice Chancellor, Technology & Learning Services*



ACADEMIC CALENDAR 2021-2022

SADDLEBACK COLLEGE ■ IRVINE VALLEY COLLEGE

FALL SEMESTER 2021

AUGUST 2021

S	M	T	W	T	F	S
		16	17	18	19	20
22	23	24	25	26	27	28
29	30	31				

SEPTEMBER 2021

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

OCTOBER 2021

S	M	T	W	T	F	S
				1	2	
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

NOVEMBER 2021

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

DECEMBER 2021

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

SPRING SEMESTER 2022

JANUARY 2022

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

FEBRUARY 2022

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

MARCH 2022

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

APRIL 2022

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

MAY 2022

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

SUMMER SESSION 2022

MAY 2022

S	M	T	W	T	F	S
29	30	31				

JUNE 2022

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

JULY 2022

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

AUGUST 2022

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

LEGEND

Instructional Days	Classes Not in Session
Sunday Classes Meet	Professional Development
Saturday Classes Meet	Start of 8-Week Session
Final Examinations	May 26 both commencements
Faculty Contractual Days; Classes Not in Session	Holiday for Classified and 12-Month Employees

Note: Each college may develop an individual final exam schedule.



ACADEMIC CALENDAR 2021-2022

SADDLEBACK COLLEGE ■ IRVINE VALLEY COLLEGE

FALL SEMESTER 2021

August 16-20 (Monday-Friday)	Professional Development Days
August 23 (Monday)	Instruction Begins
August 23-October 20 (Monday-Wednesday)	8-Week Session
September 6 (Monday)	Labor Day – Holiday
October 21-December 21 (Thursday-Tuesday)	8-Week Session
November 11 (Thursday)	Veterans Day – Holiday
November 25-26 (Thursday/Friday)	Thanksgiving – Holiday
December 15-21 (Wednesday-Tuesday)	Final Examinations
December 22 (Wednesday)	Faculty Contractual Day (Classes Not in Session)
December 22-January 17 (Wednesday-Monday)	Classes Not in Session
December 23-January 3 (Thursday-Monday)	District/Colleges Closed – Holiday

SPRING SEMESTER 2022

January 1 (Saturday - observed on Dec. 31, 2021)	New Year's Day – Holiday
January 11-14 (Tuesday-Friday)	Professional Development Days
January 17 (Monday)	Martin Luther King, Jr. Day – Holiday
January 18 (Tuesday)	Instruction Begins
January 18-March 18 (Tuesday-Friday)	8-Week Session
February 18 (Friday)	President Lincoln's Day – Holiday
February 21 (Monday)	Presidents' Day – Holiday
February 22 (Tuesday)	Faculty Contractual Day (Classes Not in Session)
March 20-26 (Sunday-Saturday)	Spring Break/Classes Not in Session
March 25 (Friday)	Friday of Spring Break – Holiday
March 28-May 25 (Monday-Wednesday)	8-Week Session
March 31 (Thursday)	Cesar Chavez Day – Holiday
May 19-25 (Thursday-Wednesday)	Final Examinations
May 26 (Thursday)	Faculty Contractual Day (Classes Not in Session)
+ May 26 (Thursday)	College Commencements

SUMMER SESSION 2022

May 30 (Monday)	Memorial Day – Holiday
May 31-August 14 (Tuesday-Sunday)	Summer Session
July 4 (Monday)	Fourth of July – Holiday

2021-2022 SUMMARY

Instructional Days	Fall	Spring	Total
Monday	16	15	31
Tuesday	17	16	33
Wednesday	16	17	33
Thursday	14	15	29
Friday	15	15	30
SUBTOTAL	78	78	156
Professional Development	5	4	9
Faculty Contractual Days	1	2	3
Finals	5	5	10
TOTAL	89	89	178

Summer 2022: Start dates and session lengths may vary. See college online schedules for more information.

Vision: To be an educational leader in a changing world.

Mission: We provide a dynamic and innovative learning environment to diverse learners of all ages, background and abilities. We promote access, success and equity to meet each student's goals of skills development, certificate, associate degree, transfer or personal enrichment. We contribute to the economic vitality of the region.



VOTING INFORMATION 2021-2022

SADDLEBACK COLLEGE ■ IRVINE VALLEY COLLEGE

- National Voter Registration Day: **Tuesday, September 28, 2021**
- Last day to register to vote online, in person, or by mail: **TBD***
- Early Voting: **TBD***

The date, times, and locations for early voting and conditional voter registration may be confirmed on the California Secretary of State website or at your county's elections office.

- Primary Election Date(s): **TBD***
- General Election Date(s): **TBD***

**Note: As dates are determined by the state, we will update the online PDF with the new information.*



California Community Colleges

MEMORANDUM

October 23, 2019

Via Email

TO: Chief Executive Officers
Chief Business Officers
Chief Information System Officers
Chief Instructional Officers
Deans of Admissions and Records, Registrar

FROM: Frances Parmelee, Assistant Vice Chancellor
College Finance and Facilities Planning Division

RE: Legally Mandated Holidays for Fiscal Years 2019-20, 2020-21, 2021-22, and 2022-23

A list of the legally mandated academic holidays, as specified by Education Code section 79020, is attached for your convenience in establishing your future academic calendars for fiscal years 2019-20, 2020-21 and 2021-22, and 2022-23

In addition to the legally mandated holidays listed, a college may close on March 31, known as "Cesar Chavez Day," and the fourth Friday in September, known as "Native American Day," if the district's governing board district agrees to close the college for that purpose. When "Cesar Chavez Day" falls on a Saturday or Sunday, the agreed-upon college closure day shall occur on the preceding Friday or succeeding Monday, respectively. If "Cesar Chavez Day" happens to fall on a weekday, there is no flexibility to move the corresponding holiday observance. The district shall continue to maintain the minimum required 175 days of instruction. If the district does not close for "Cesar Chavez Day" or "Native American Day," appropriate observances should be held in commemoration.

Senate Bill 568 (Portantino, Chapter 648, Statutes of 2019) modified Education Code section 79020 adding an additional optional holiday for Glendale Community College. Effective January 1, 2020, Glendale Community College may close on April 24, known as "Armenian Genocide Remembrance Day", if the district's governing board agrees to close the college for that purpose.

Please contact Natalie Wagner, Specialist at (916) 327-1554 or e-mail at nwagner@cccco.edu for holiday or academic calendar configuration questions.

Attachment

LEGALLY MANDATED ACADEMIC HOLIDAYS

Education Code section 79020 requires community colleges to be closed on the following holidays:

- New Year's Day (January 1)
- Dr. Martin Luther King, Jr. Day (third Monday in January)
- Lincoln Day (February 12)
- Washington Day (third Monday in February)
- Memorial Day (last Monday in May)
- Independence Day (July 4)
- Labor Day (first Monday in September)
- Veterans Day (November 11)
- Thanksgiving Day (date proclaimed by US President)
- Christmas Day (December 25)

Generally, if any of these dates falls on a Saturday or Sunday, the holiday is observed on the preceding Friday or Monday, respectively. However, Education Code section 79020 provides specific allowances for observance flexibility which is reflected in the following schedules for Veterans Day and Lincoln Day depending on the day of the week on which these holidays fall.

Fiscal Year 2019-20

Date of Observance	Day of the Week	Holiday
July 4, 2019	Thursday	Independence Day
September 2, 2019	Monday	Labor Day
November 11, 2019	Monday	Veterans Day
November 28, 2019	Thursday	Thanksgiving Day
December 25, 2019	Wednesday	Christmas
January 1, 2020	Wednesday	New Year's Day
January 20, 2020	Monday	Dr. Martin Luther King, Jr. Day
February 7, 10, 12, 14, 2020	Friday, Monday, Wednesday, Friday	Lincoln Day
February 17, 2020	Monday	Washington Day
May 25, 2020	Monday	Memorial Day

Fiscal Year 2020-21

Date of Observance	Day of the Week	Holiday
July 3, 2020	Friday	Independence Day (Observance)
September 7, 2020	Monday	Labor Day
November 9, 11, 13, 2020	Monday, Wednesday, Friday	Veterans Day
November 26, 2020	Thursday	Thanksgiving Day
December 25, 2020	Friday	Christmas
January 1, 2021	Friday	New Year's Day
January 18, 2021	Monday	Dr. Martin Luther King, Jr. Day
February 12, 2021	Friday	Lincoln Day
February 15, 2021	Monday	Washington Day
May 31, 2021	Monday	Memorial Day

Fiscal Year 2021-22

Date of Observance	Day of the Week	Holiday
July 5, 2021	Monday	Independence Day (Observance)
September 6, 2021	Monday	Labor Day
November 11, 12, 2021	Thursday, Friday	Veterans Day
November 25, 2021	Thursday	Thanksgiving Day
December 24, 2021	Friday	Christmas (Observance)
December 31, 2021	Friday	New Year's Day (Observance)
January 17, 2022	Monday	Dr. Martin Luther King, Jr. Day
February 11, 18, 2022	Friday, Friday	Lincoln Day (Observance)
February 21, 2022	Monday	Washington Day
May 30, 2022	Monday	Memorial Day

Fiscal Year 2022-23

Date of Observance	Day of the Week	Holiday
July 4, 2022	Monday	Independence Day (Observance)
September 5, 2022	Monday	Labor Day
November 11, 2022	Friday	Veterans Day
November 24, 2022	Thursday	Thanksgiving Day
December 26, 2022	Monday	Christmas (Observance)
January 2, 2023	Monday	New Year's Day (Observance)
January 16, 2023	Monday	Dr. Martin Luther King, Jr. Day
February 10, 13, 14, 17, 2023	Friday, Monday, Tuesday, Friday	Lincoln Day
February 20, 2023	Monday	Washington Day
May 29, 2023	Monday	Memorial Day

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Academic Employees and Academic/Classified
Administrator/Manager Personnel Actions/Ratifications – Regular
Items

ACTION: Ratification

BACKGROUND

In accordance with Board Policy 2100, all SOCCCD employee actions must be ratified by the Board of Trustees.

STATUS

Personnel are employed in the South Orange County Community College District for the purpose of achieving the goals of the District while supporting and assisting students with respect to their educational goals.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees ratify the academic employees and classified administrator/manager personnel actions as shown in Exhibit A.

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
ACADEMIC EMPLOYEE AND ACADEMIC/CLASSIFIED ADMINISTRATOR/MANAGER
PERSONNEL ACTIONS/RATIFICATIONS**

A. NEW PERSONNEL APPOINTMENTS

1. **ACADEMIC TEMPORARY PART-TIME/SUBSTITUTE STAFF** (Ratified - Pursuant to Board Policy 4000)

<u>Applicant</u>	<u>Highest Degree</u>	<u>Assignment</u>	<u>Approx. Salary Placement</u>	<u>Start Date</u>
Boggs, Adam	MA/Fine Art	Art/SC	2	08/17/20
¹ Castello, Nicholas	Equivalency	Kinesiology/IVC	1	08/17/20
Dhindsa, Hartrisha	MA/Psychology	Psychology/IVC	2	08/17/20
Hoeger, Jennifer	Equivalency	Adult ESL/SC	2	05/26/20
Kim, Caroline	MA/TESOL	Adult ESL/SC	2	05/26/20
Tuttle, Steven	MA/Computer Information Mgmt	Computer Information Mgmt/SC	2	05/26/20
Wright-Bushman, Katy	PhD/English	English/SC	2	08/17/20
² Zameni, Heidi	MA/English Literature	English/SC	2	08/17/20

B. ADDITIONAL COMPENSATION: GENERAL FUND

1. It is recommended that the following **Irvine Valley College** faculty members be compensated upon completion of additional duties as indicated below.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed Amount (\$)</u>	<u>Effective Date</u>
Akhavan, Susan	Canvas Training	\$88.32	03/16/20-03/27/20
Alattar, Nujoud	Canvas Training	\$88.32	03/16/20-03/27/20
Allbee, Steven	Canvas Training	\$88.32	03/16/20-03/27/20
Anderson, Mike	Canvas Training	\$88.32	03/16/20-03/27/20
Angeles, Gabrielle	Choreography 2	\$1,500.00	02/01/20-05/01/20
Angeles, Gabrielle	Canvas Training	\$88.32	03/16/20-03/27/20
Barrett, Victoria	Choreography & Mentor 2	\$1,000.00	02/01/20-05/01/20
Bashen, Jesse	Canvas Training	\$88.32	03/16/20-03/27/20
Bellas, Trisha	Canvas Training	\$88.32	03/16/20-03/27/20
Benoe, Ed	Canvas Training	\$88.32	03/16/20-03/27/20
Bordelon, Mark	Canvas Training	\$88.32	03/16/20-03/27/20
Brass, Monique	Canvas Training	\$88.32	03/16/20-03/27/20
Braus, Shirley	Canvas Training	\$88.32	03/16/20-03/27/20
Brogden, Leslie	Canvas Training	\$88.32	03/16/20-03/27/20
Burt, Joe	Canvas Training	\$88.32	03/16/20-03/27/20
Canas, Fritzie	Canvas Training	\$88.32	03/16/20-03/27/20
Carson, Raymond	Canvas Training	\$88.32	03/16/20-03/27/20

¹ Current NBU Employee, Coaching Aide, Kinesiology, Irvine Valley College

² Current Part-Time Faculty Instructor, ESL, Liberal Arts, Saddleback College

B. ADDITIONAL COMPENSATION: GENERAL FUND - Continued

1. It is recommended that the following **Irvine Valley College** faculty members be compensated upon completion of additional duties as indicated below.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed</u>	<u>Effective Date</u>
		<u>Amount (\$)</u>	
Castroconde, Miriam	Canvas Training	\$88.32	03/16/20-03/27/20
Chambers, Elizabeth	Canvas Training	\$88.32	03/16/20-03/27/20
Chen, Joanne	Canvas Training	\$88.32	03/16/20-03/27/20
Clamp, Brian	Canvas Training	\$88.32	03/16/20-03/27/20
Coleman, Catherine	Canvas Training	\$88.32	03/16/20-03/27/20
Collinson, Mark	Canvas Training	\$88.32	03/16/20-03/27/20
Conrad, Brad	Canvas Training	\$88.32	03/16/20-03/27/20
Cruz, Raul	Choreography & Mentor 1	\$3,700.00	03/01/20-04/01/20
Daly, Heather	Canvas Training	\$88.32	03/16/20-03/27/20
Davies, Simon	Canvas Training	\$88.32	03/16/20-03/27/20
Dohr, Ayumi	Canvas Training	\$88.32	03/16/20-03/27/20
Eaton, George	Canvas Training	\$88.32	03/16/20-03/27/20
Erbas White, Ilknur	Canvas Training	\$88.32	03/16/20-03/27/20
Esmaili, Sitra	Canvas Training	\$88.32	03/16/20-03/27/20
Fakhreddine, Fatema	Canvas Training	\$88.32	03/16/20-03/27/20
Felder, Stephen	Canvas Training	\$88.32	03/16/20-03/27/20
Galvin, Kelicia	Canvas Training	\$88.32	03/16/20-03/27/20
Gamache, Keith	Canvas Training	\$88.32	03/16/20-03/27/20
Gaudet, Jennifer	Canvas Training	\$88.32	03/16/20-03/27/20
Ghotra, Jaspreet	Canvas Training	\$88.32	03/16/20-03/27/20
Giraldez, Rocio	Canvas Training	\$88.32	03/16/20-03/27/20
Goncalves, Mauricio	Canvas Training	\$88.32	03/16/20-03/27/20
Havey, Emily	Canvas Training	\$88.32	03/16/20-03/27/20
Heneks, Kasara	Canvas Training	\$88.32	03/16/20-03/27/20
Henel, Sylvia	Canvas Training	\$88.32	03/16/20-03/27/20
Hernandez, Marcella	Canvas Training	\$88.32	03/16/20-03/27/20
Hildebrand, Colleen	Canvas Training	\$88.32	03/16/20-03/27/20
Hsu, Shannon	Canvas Training	\$88.32	03/16/20-03/27/20
Ishii, Fumiko	Canvas Training	\$88.32	03/16/20-03/27/20
Jacques, Denise	Canvas Training	\$88.32	03/16/20-03/27/20
Jaquibino, Alicia	Canvas Training	\$88.32	03/16/20-03/27/20
Jerome, Amanda	Canvas Training	\$88.32	03/16/20-03/27/20
Johnson, Maria	Canvas Training	\$88.32	03/16/20-03/27/20
Johnston, Sachi	Canvas Training	\$88.32	03/16/20-03/27/20
Jones, Monik	Choreography 3	\$1,500.00	02/01/20-05/01/20
Joyce, Hillary	Canvas Training	\$88.32	03/16/20-03/27/20
Kim, April	Canvas Training	\$88.32	03/16/20-03/27/20
King, Donna	Canvas Training	\$88.32	03/16/20-03/27/20
Koppel, Greg	Canvas Training	\$88.32	03/16/20-03/27/20
Lewis, Leslie	Canvas Training	\$88.32	03/16/20-03/27/20
Licitra, John	Canvas Training	\$88.32	03/16/20-03/27/20
Lin, Alice	Canvas Training	\$88.32	03/16/20-03/27/20
Maldonado, Marcy	Canvas Training	\$88.32	03/16/20-03/27/20
Man, Georgina	Canvas Training	\$88.32	03/16/20-03/27/20

B. ADDITIONAL COMPENSATION: GENERAL FUND - Continued

1. It is recommended that the following **Irvine Valley College** faculty members be compensated upon completion of additional duties as indicated below.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed Amount (\$)</u>	<u>Effective Date</u>
Masud, Melanie	Canvas Training	\$88.32	03/16/20-03/27/20
Matthews, Evangeline	Canvas Training	\$88.32	03/16/20-03/27/20
McIntire, Theresa	Canvas Training	\$88.32	03/16/20-03/27/20
Melendez, Robert	Canvas Training	\$88.32	03/16/20-03/27/20
Miller, Rachel	Canvas Training	\$88.32	03/16/20-03/27/20
Miller, Tracie	Canvas Training	\$88.32	03/16/20-03/27/20
Minassian, Eric	Canvas Training	\$88.32	03/16/20-03/27/20
Mitolo, Massimo	Canvas Training	\$88.32	03/16/20-03/27/20
Mortenson, Autumn	Choreography 1	\$1,500.00	02/01/20-05/01/20
Moussatche, Sierra	Canvas Training	\$88.32	03/16/20-03/27/20
Navidnia, Soheila	Canvas Training	\$88.32	03/16/20-03/27/20
Ng, Alan	Canvas Training	\$88.32	03/16/20-03/27/20
Nguyen, Kathleen	Canvas Training	\$88.32	03/16/20-03/27/20
Nguyen, Steven	Canvas Training	\$88.32	03/16/20-03/27/20
Noyes, Jo Ann	Canvas Training	\$88.32	03/16/20-03/27/20
Ornelas, Cecilia	Canvas Training	\$88.32	03/16/20-03/27/20
Ortega, Vanessa	Canvas Training	\$88.32	03/16/20-03/27/20
Ovadia, Jackie	Canvas Training	\$88.32	03/16/20-03/27/20
Papagiannis, Christie	Canvas Training	\$88.32	03/16/20-03/27/20
Pastrana, Ruby	Canvas Training	\$88.32	03/16/20-03/27/20
Pearlstein, Barry	Canvas Training	\$88.32	03/16/20-03/27/20
Perlman, Randi	Canvas Training	\$88.32	03/16/20-03/27/20
Perry, Don	Canvas Training	\$88.32	03/16/20-03/27/20
Persichilli, Christopher	Canvas Training	\$88.32	03/16/20-03/27/20
Ponzillo, Gizelle	Canvas Training	\$88.32	03/16/20-03/27/20
Popescu, Anca	Canvas Training	\$88.32	03/16/20-03/27/20
Powell, Laura	Canvas Training	\$88.32	03/16/20-03/27/20
Prange, John	Canvas Training	\$88.32	03/16/20-03/27/20
Quiroz, Laura	Canvas Training	\$88.32	03/16/20-03/27/20
Reuter, Hilary	Canvas Training	\$88.32	03/16/20-03/27/20
Rossiter, Jon	Canvas Training	\$88.32	03/16/20-03/27/20
Russo, John	Canvas Training	\$88.32	03/16/20-03/27/20
Sahani, Shirin	Canvas Training	\$88.32	03/16/20-03/27/20
Sawada, Mika	Canvas Training	\$88.32	03/16/20-03/27/20
Scherger, Deanna	Canvas Training	\$88.32	03/16/20-03/27/20
Schwan, Vicky	Canvas Training	\$88.32	03/16/20-03/27/20
Schwartz, Gail	Canvas Training	\$88.32	03/16/20-03/27/20
Scott, Gordon	Canvas Training	\$88.32	03/16/20-03/27/20
Sharma, Upasna	Canvas Training	\$88.32	03/16/20-03/27/20
Shen, Shulin	Canvas Training	\$88.32	03/16/20-03/27/20
Shiring, Richard	Canvas Training	\$88.32	03/16/20-03/27/20
Shume, Esayas	Canvas Training	\$88.32	03/16/20-03/27/20
Spinella, William	Canvas Training	\$88.32	03/16/20-03/27/20
Stern, Heather	Canvas Training	\$88.32	03/16/20-03/27/20

B. ADDITIONAL COMPENSATION: GENERAL FUND - Continued

1. It is recommended that the following **Irvine Valley College** faculty members be compensated upon completion of additional duties as indicated below.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed</u> <u>Amount (\$)</u>	<u>Effective Date</u>
Stinson, Amy	Canvas Training	\$88.32	03/16/20-03/27/20
Sun, Sanda	Canvas Training	\$88.32	03/16/20-03/27/20
Takakura, Takeshi	Canvas Training	\$88.32	03/16/20-03/27/20
Tannenbaum, Lindy	Canvas Training	\$88.32	03/16/20-03/27/20
Tchaikovsky, Bennet	Canvas Training	\$88.32	03/16/20-03/27/20
Titus, Jodi	Canvas Training	\$88.32	03/16/20-03/27/20
Tran, Annie	Canvas Training	\$88.32	03/16/20-03/27/20
Tucker, Kari	Canvas Training	\$88.32	03/16/20-03/27/20
Tudhope, Ken	Canvas Training	\$88.32	03/16/20-03/27/20
Uchida, Yoshiko	Canvas Training	\$88.32	03/16/20-03/27/20
Virzi, Susan	Canvas Training	\$88.32	03/16/20-03/27/20
Voss, Cindy	Canvas Training	\$88.32	03/16/20-03/27/20
Warner, Brent	Canvas Training	\$88.32	03/16/20-03/27/20
Windham, Julie	Canvas Training	\$88.32	03/16/20-03/27/20
Winston, Greg	Canvas Training	\$88.32	03/16/20-03/27/20
Wong, Suzanne	Canvas Training	\$88.32	03/16/20-03/27/20
Wood, Robert	Canvas Training	\$88.32	03/16/20-03/27/20
Woodward, Wenying	Canvas Training	\$88.32	03/16/20-03/27/20
Zilkow, Christina	Canvas Training	\$88.32	03/16/20-03/27/20
Zucker, Richard	Canvas Training	\$88.32	03/16/20-03/27/20
General Fund/IVC Month to Date:		\$ 19,798.40	
IVC APPROVED FISCAL YEAR TO DATE:		\$ 253,580.11	

C. ADDITIONAL COMPENSATION: CATEGORICAL/NON-GENERAL FUND

1. It is recommended that the following **Irvine Valley College** faculty members be compensated upon completion of additional duties as indicated below.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed</u> <u>Amount (\$)</u>	<u>Effective Date</u>
Russo, John	Project Director	\$441.60	05/05/20-05/05/20
Categorical/Non-General Fund/IVC Month to Date:		\$ 441.60	
IVC APPROVED FISCAL YEAR TO DATE:		\$ 219,020.60	

2. It is recommended that the following **Saddleback College** faculty members be compensated upon completion of additional duties as indicated below.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed</u> <u>Amount (\$)</u>	<u>Effective Date</u>
Evans-Wallin, Patty	OEI POCR Final Reviews	\$706.56	02/03/20-05/01/20
Evans-Wallin, Patty	OEI Online Educator	\$1,324.80	01/06/20-05/06/20

C. ADDITIONAL COMPENSATION: CATEGORICAL/NON-GENERAL FUND - Continued

2. It is recommended that the following **Saddleback College** faculty members be compensated upon completion of additional duties as indicated below.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed</u>	<u>Effective Date</u>
		<u>Amount (\$)</u>	
Ghanbarpour, Christina	ZTC Conversion, HIST 4	\$500.00	01/29/20-04/30/20
Ghanbarpour, Christina	ZTC Conversion, HIST 71	\$500.00	01/29/20-04/30/20
Hoida, Bridget	OEI Online Educator	\$1,324.80	01/06/20-05/06/20
Major, Nicole	OEI POCR Final Reviews	\$794.88	02/03/20-05/01/20
Pakula, Jennifer	OEI Online Educator	\$1,324.80	01/06/20-05/06/20
Pakula, Jennifer	OEI POCR Final Reviews	\$1,501.44	02/03/20-05/01/20
Peck, Paris	ZTC Conversion, COUN1	\$500.00	01/31/20-03/30/20
Podolak, Mark	Trailer Wrap Graphics	\$1,000.00	01/13/20-03/31/20
Schermerhorn, Brock	CCCREEC Faculty Co-Director	\$1,500.00	08/19/19-12/11/19
Steinriede, Lindsay	ZTC Conversion, KNES 403	\$500.00	01/29/20-04/30/20
Categorical/Non-General Fund/SC Month to Date:		\$ 11,477.28	
SC APPROVED FISCAL YEAR TO DATE:		\$ 685,763.84	

D. AUTHORIZATION TO ELIMINATE POSITIONS AND/OR POSITION NUMBERS

1. ASSISTANT ATHLETIC DIRECTOR, Pos. #P0004531, a Classified Manager, Academic Administrators and Classified Administrators/Managers Salary Schedule Range 10, Division of Kinesiology and Athletics, Saddleback College, seeks authorization to eliminate this full-time, 40 hours per week, 12 months per year position from its staff complement, effective July 1, 2020. (Position approved: May 21, 2012)
2. DIRECTOR OF AUDIENCE DEVELOPMENT, Pos. #P0004942, a Classified Manager, Academic Administrators and Classified Administrators/Managers Salary Schedule Range 11, Division of Fine Arts, Saddleback College, seeks authorization to eliminate this full-time, 40 hours per week, 12 months per year position from its staff complement, effective July 1, 2020. (Position approved: November 25, 2013)
3. DIRECTOR OF COLLEGE BROADCAST SERVICES, Pos. #P0004602, a Classified Manager, Academic Administrators and Classified Administrators/Managers Salary Schedule Range 16, Division of Fine Arts, Saddleback College, seeks authorization to eliminate this full-time, 40 hours per week, 12 months per year position from its staff complement, effective July 1, 2020. (Position approved: June 25, 2012)
4. DIRECTOR OF COMMUNITY OUTREACH AND RECRUITMENT, Pos. #P0009152, a Classified Manager, Academic Administrators and Classified Administrators/Managers Salary Schedule Range 10, Enrollment Services, Saddleback College, seeks authorization to eliminate this full-time, 40 hours per week, 12 months per year position from its staff complement, effective July 1, 2020. (Position approved: May 16, 2016)

D. AUTHORIZATION TO ELIMINATE POSITIONS AND/OR POSITION NUMBERS -
Continued

5. DIVISION OPERATIONS MANAGER, CATEGORICAL, Pos. #P0011211, a Classified Manager, Academic Administrators and Classified Administrators/Managers Salary Schedule Range 10, Extended Learning, Saddleback College, seeks authorization to eliminate this full-time, 40 hours per week, 12 months per year position from its staff complement, effective July 1, 2020. (Position approved: April 24, 2017)

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Faculty Conversion to Canvas One-Time Stipends

ACTION: Ratification

BACKGROUND

In accordance with Board Policy 2100, all SOCCCD employee actions must be ratified by the Board of Trustees.

STATUS

Those academic employees' personnel actions (Canvas Conversion one-time stipend) shown in Exhibit A are presented to the Board of Trustees for ratification to be effective on the dates as shown on the Exhibit.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees ratify the academic employee personnel actions as shown in Exhibit A.

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
ACADEMIC EMPLOYEE AND CLASSIFIED ADMINISTRATOR PERSONNEL
ACTIONS/RATIFICATIONS**

A. ADDITIONAL COMPENSATION: CANVAS CONVERSION-GENERAL FUND

1. It is recommended that the following **Irvine Valley College** faculty members be compensated as indicated below for the **Canvas Conversion (IVC converted beginning Fall 2016)** - 2016/2017, 2017/2018, 2018/2019 and 2019/2020 fiscal years.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed</u> <u>Amount (\$)</u>	<u>Effective Date</u>
May 18, 2020	IVC Canvas Conversion	-	
April 27, 2020	IVC Canvas Conversion	-	
March 23, 2020	IVC Canvas Conversion	-	
February 24, 2020	IVC Canvas Conversion	-	
January 21, 2020	IVC Canvas Conversion	-	
December 16, 2019	IVC Canvas Conversion	-	
November 18, 2019	IVC Canvas Conversion	\$ 2,000.00	
October 28, 2019	IVC Canvas Conversion	-	
September 23, 2019	IVC Canvas Conversion	-	
August 26, 2019	IVC Canvas Conversion	-	
July 15, 2019	IVC Canvas Conversion	1,000.00	
June 24, 2019	IVC Canvas Conversion	2,000.00	
May 20, 2019	IVC Canvas Conversion	-	
April 22, 2019	IVC Canvas Conversion	1,000.00	
March 25, 2019	IVC Canvas Conversion	1,000.00	
February 25, 2019	IVC Canvas Conversion	5,000.00	
January 22, 2019	IVC Canvas Conversion	13,000.00	
December 10, 2018	IVC Canvas Conversion	-	
November 19, 2018	IVC Canvas Conversion	-	
October 29, 2018	IVC Canvas Conversion	37,000.00	
September 24, 2018	IVC Canvas Conversion	17,000.00	
August 27, 2018	IVC Canvas Conversion	45,500.00	
July 30, 2018	IVC Canvas Conversion	35,500.00	
June 25, 2018	IVC Canvas Conversion	163,000.00	
May 21, 2018	IVC Canvas Conversion	145,000.00	
April 30, 2018	IVC Canvas Conversion	50,500.00	
March 26, 2018	IVC Canvas Conversion	-	
TOTAL TO DATE:		\$ 518,500.00	

A. ADDITIONAL COMPENSATION: CANVAS CONVERSION-GENERAL FUND - Continued

2. It is recommended that the following **Saddleback College** faculty members be compensated as indicated below for the **Canvas Conversion (SC converted beginning Fall 2017) - 2017/2018, 2018/2019 and 2019/2020** fiscal years.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed</u>	<u>Effective Date</u>
		<u>Amount (\$)</u>	
Wilson, Lucinda	Canvas Conversion, Web-enhanced	\$1,000.00	04/1/20-04/30/20

May 18, 2020	SC Canvas Conversion	\$ 1,000.00
April 27, 2020	SC Canvas Conversion	2,000.00
March 23, 2020	SC Canvas Conversion	2,000.00
February 24, 2020	SC Canvas Conversion	1,000.00
January 21, 2019	SC Canvas Conversion	-
December 16, 2019	SC Canvas Conversion	1,000.00
November 18, 2019	SC Canvas Conversion	6,000.00
October 28, 2019	SC Canvas Conversion	10,000.00
September 23, 2019	SC Canvas Conversion	1,000.00
August 26, 2019	SC Canvas Conversion	13,000.00
July 15, 2019	SC Canvas Conversion	2,000.00
June 24, 2019	SC Canvas Conversion	11,000.00
May 20, 2019	SC Canvas Conversion	36,500.00
April 22, 2019	SC Canvas Conversion	4,000.00
March 25, 2019	SC Canvas Conversion	60,000.00
February 25, 2019	SC Canvas Conversion	49,500.00
December 10, 2018	SC Canvas Conversion	14,000.00
November 19, 2018	SC Canvas Conversion	20,000.00
October 29, 2018	SC Canvas Conversion	190,500.00
September 24, 2018	SC Canvas Conversion	56,500.00
August 27, 2018	SC Canvas Conversion	184,000.00
July 30, 2018	SC Canvas Conversion	63,500.00
June 25, 2018	SC Canvas Conversion	116,000.00
May 21, 2018	SC Canvas Conversion	58,000.00
April 30, 2018	SC Canvas Conversion	73,000.00
March 26, 2018	SC Canvas Conversion	177,000.00

TOTAL TO DATE: \$ 1,193,500.00

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Classified Personnel Actions – Regular Items

ACTION: Ratification

BACKGROUND

In accordance with Board Policy 2100, all SOCCCD employee actions must be ratified by the Board of Trustees.

STATUS

Personnel are employed in the South Orange County Community College District for the purpose of achieving the goals of the District while supporting and assisting students with respect to their educational goals.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees ratify the classified personnel actions as shown in Exhibit A.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

CLASSIFIED PERSONNEL ACTIONS/RATIFICATIONS

A. AUTHORIZATION TO ESTABLISH AND ANNOUNCE CLASSIFIED POSITIONS

1. ADMINISTRATIVE ASSISTANT, CATEGORICAL, Pos. #P0017645, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 121, Foster and Kinship Care Education, Saddleback College, seeks authorization to establish and announce this part-time, 25 hours per week, 12 months per year position to its staff complement, effective July 1, 2020. Employment in this position is contingent upon funding by the California Community Colleges Chancellor's Office Foster and Kinship Care Education Program. This position was approved by the Chancellor on April 9, 2020.

B. OUT OF CLASS ASSIGNMENTS – FOR POSITIONS THAT ARE TEMPORARILY AVAILABLE DUE TO LEAVES OF ABSENCE, ETC.

1. SADDLEBACK COLLEGE **returned** the following permanent classified employees from temporary, and/or out of class assignments, back to their permanent assignments.

<u>Name</u>	<u>Permanent Assignment</u>	<u>Temporary Assignment</u>	<u>Range/ Step</u>	<u>Hours</u>	<u>Effective Date</u>
Oropallo, John	P0003343, Building Maintenance Worker	P0017598, Locksmith	124/7	40	04/15/2020

C. RESIGNATION/RETIREMENT/CONCLUSION OF EMPLOYMENT

1. RESIGNATIONS

- a. IMMEL, DEBORAH, ID #003865, Library Technician, Pos. #P0001358, Library Services, Saddleback College. Hired September 24, 1990, resignation effective April 9, 2020.

2. RETIREMENTS

- a. BRACKEN, NANCY, ID #008186, Costume/Makeup Designer, Pos. #P0005386, Theatre Arts, Irvine Valley College. Hired January 6, 2014, retirement effective July 15, 2020, 6 years and 6 months' service.
- b. TIBBITTS, CATHERINE, ID #017456, Accompanist, Pos. #0003897, Division of Fine Arts, Saddleback College, Hired March 8, 2010, retirement effective May 22, 2020, 10 years and 2 months' service.

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Non-Bargaining Unit Personnel Actions – Regular Items

ACTION: Ratification

BACKGROUND

In accordance with Board Policy 2100, all SOCCCD employee actions must be ratified by the Board of Trustees.

STATUS

Personnel are employed in the South Orange County Community College District for the purpose of achieving the goals of the District while supporting and assisting students with respect to their educational goals.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees ratify the non-bargaining unit personnel actions as shown in Exhibit A.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
NON-BARGAINING UNIT PERSONNEL ACTIONS/RATIFICATIONS

A. NEW PERSONNEL APPOINTMENTS

1. The following individuals are to be employed as **Short-Term (Temporary)** positions for the **2019/2020** academic year, on an if-and-as-needed basis, and shall work no more than 160 days in any fiscal year. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

<u>Name</u>	<u>Position</u>	<u>Hourly Rate (\$)</u>	<u>Start/End Date</u>
Castro, Michelle	Adapted Kines. Aide/SC	15.00	03/15/20-04/14/20

2. The following individuals are to be employed on a temporary basis, as **Professional Expert, Community and Contract Education**, Irvine Valley College and Saddleback College, as defined in the California Education Code 88003, for the **2019/2020** academic year. Each individual's rate of pay not to exceed the amount as defined below. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

<u>Name</u>	<u>Position</u>	<u>Hourly Rate (\$)</u>	<u>Start/End Date</u>
Arnett, Isabella	Tutor/SC	13.50	03/15/20-04/14/20
Bhandari, Harleen	Tutor/SC	15.50	03/15/20-04/14/20
Brull, John	Tutor/SC	13.50	03/15/20-04/14/20
Ghaly, James	Tutor/SC	13.50	03/15/20-04/14/20
Johnson, Madisyn	Tutor/SC	13.50	03/15/20-04/14/20
Moorehead, Jack	Tutor/SC	13.50	03/15/20-04/14/20

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Equal Employment Opportunity (EEO) Plan 2019 - 2022

ACTION: Approval

BACKGROUND

California community colleges are mandated by the California Code of Regulations, Title 5, section 53003(a) and California Education Code, section 87100, to develop and implement an Equal Employment Opportunity (EEO) Plan designed to communicate the importance of diversity in the workplace.

In fulfilling its mission within California's system of public higher education, the South Orange County Community College District is committed to academic excellence and to providing all students with the opportunity to succeed in their chosen educational pursuits. Academic excellence can best be sustained in a climate of acceptance and with the inclusion of persons from a wide variety of backgrounds and preparations. A workforce that is continually responsive to the needs for a diverse student population may be achieved by ensuring that all persons receive equal opportunities to compete for employment and promotional opportunities.

The proposed EEO Plan (Exhibit A) brings the District into compliance with Title 5 regulations, thus enabling the District to successfully pursue its mission of student learning and student success. The EEO Fund Multiple Method Allocation Certification Form for fiscal year 2019 – 2020 (Exhibit B) details the District's implementation of various activities to promote equal employment opportunities.

STATUS

The EEO Plan has been reviewed by the District-wide EEO Advisory Task Force and college constituent groups and is ready for adoption and approval by the Board. The fiscal obligation created by the adoption of the plan is in relation to training of staff per the requirements of Title 5 guidelines, and will need to be included in the District's budget planning under the appropriate cost centers.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve and adopt the proposed EEO Plan as shown in Exhibit A, and approve the EEO Fund Multiple Method Allocation Certification Form for fiscal year 2019 – 2020 as shown in Exhibit B.

Item Submitted By: *Kim Widdes, Acting Vice Chancellor, Human Resources*



**South Orange County
Community College District**

Equal Employment Opportunity Plan

2019–2022

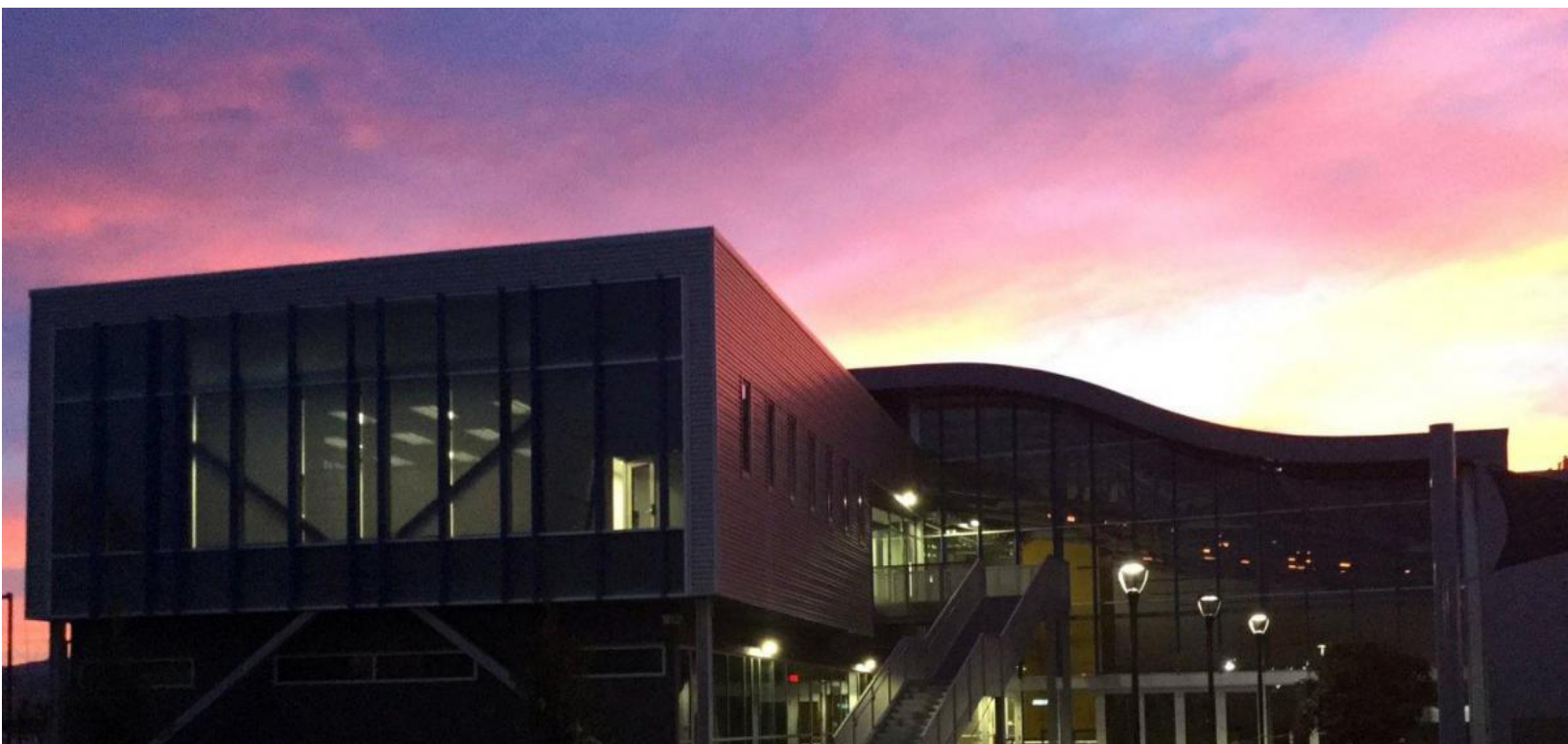


Table of Contents

	LEGAL AUTHORITY	2
I.	INTRODUCTION	4
II.	DEFINITIONS	5
III.	POLICY STATEMENT	7
IV.	DELEGATION OF RESPONSIBILITY, AUTHORITY AND COMPLIANCE	8
V.	ADVISORY COMMITTEE	10
VI.	COMPLAINTS	11
VII.	NOTIFICATION TO DISTRICT EMPLOYEES	12
VIII.	SCREENING COMMITTEE TRAINING AND COMPOSITION	13
IX.	ANNUAL WRITTEN NOTICE TO COMMUNITY ORGANIZATIONS	14
X.	ANALYSIS OF DISTRICT WORKFORCE AND APPLICATION POOL	15
XI.	FACULTY SELECTION PROCEDURES	16
XII.	EMPLOYMENT PROCEDURES FOR ADMINISTRATORS, MANAGERS AND CLASSIFIED EMPLOYEES	17
XIII.	PROCESS FOR DEVELOPING AND IMPLEMENTING STRATEGIES THAT PROMOTE DIVERSITY	18
XIV.	GRADUATE ASSUMPTION PROGRAM OF LOANS FOR EDUCATION	22
	APPENDIX A - COMMUNITY ORGANIZATIONS	23

LEGAL AUTHORITY

California community colleges are mandated by the California Code of Regulations Title 5, section 53003(a); and the California Education Code, section 87100 to develop and implement an Equal Employment Opportunity Plan.

California Code of Regulations Title 5, Section 53003(A) – District Plan

The governing board of each community college district shall develop and adopt a district-wide written equal employment opportunity plan to implement its equal employment opportunity program. Such plans shall be submitted to the State Chancellor's Office. The Chancellor's Office retains the authority to review district plans on a case-by-case basis.

California Education Code, Section 87100 Legislative Findings & Declarations

(a) The Legislature finds and declares all of the following:

(1) In fulfilling its mission within California's system of public higher education, the California community colleges are committed to academic excellence and to providing all students with the opportunity to succeed in their chosen educational pursuits.

(2) Academic excellence can best be sustained in a climate of acceptance and with the inclusion of persons from a wide variety of backgrounds and preparations to provide service to an increasingly diverse student population.

(3) A workforce that is continually responsive to the needs of a diverse student population may be achieved by ensuring that all persons receive an equal opportunity to compete for employment and promotion within the community college districts and by eliminating barriers to equal employment opportunity.

(b) It is the intent of the Legislature to establish and maintain within the California community college districts a policy of equal opportunity in employment for all persons, and to prohibit discrimination or preferential treatment based on ethnic group identification, or on any basis listed in subdivision (a) of section 12940 of the Government Code, as those bases are defined in sections 12926 and 12936.1 of the Government Code, except as otherwise provided in section 12940 of the Government Code. Every aspect of personnel policy and practice of the community college districts should advance the realization of inclusion through a continuing program of equal employment opportunity.

LEGAL AUTHORITY CONT.

(c) The Legislature recognizes that it is not enough to proclaim that community college districts must not discriminate and must not grant preferential treatment on impermissible bases. The Legislature declares that efforts must also be made to build a community in which nondiscrimination and equal opportunity are realized. It is the intent of the Legislature to require community college districts to adopt and implement programs and plans for ensuring equal employment opportunity in their employment practices.

Title 5, Section 53026 Complaints – Violation of Equal Employment Opportunity Regulations

Each community college district shall establish a process permitting any person to file a complaint alleging that the requirements of this subchapter have been violated. A copy of the complaint shall immediately be forwarded to the Chancellor, who may require the district provide a written investigative report within ninety (90) days. Complaints that also allege discrimination prohibited by Government Code sections 11135 et seq. shall be processed according to the procedures set forth in subchapter 5 (commencing with section 59300) of Chapter 10 of this division.



I. INTRODUCTION

On behalf of the South Orange County Community College District, we are proud to present the 2019-2022 Equal Employment Opportunity Plan (EEO). The Plan reflects the District's commitment to equal employment opportunity (EEO) and promotes practices that are inclusive and nondiscriminatory. The District's goal as an academic community is to sustain a working environment that fosters and celebrates diversity, promotes and rewards excellence, and is welcoming to all. An exemplary academic community promotes an inclusive environment that best prepares our faculty, staff, and students to live, work, and contribute in a global society. The Plan reflects the District's commitment to equal employment opportunity and outlines the active steps that ensure nondiscriminatory practices.

The Plan provides all legally required components as well as those that reflect best practices, including: establishment of an Equal Employment Opportunity Advisory and Diversity Committee; methods to support equal employment opportunity; procedures for dissemination of the Plan; and guidelines for on-going, longitudinal analysis of the demographic makeup of the District's workforce.

To effectively serve a growing and diverse population, the District is committed to attracting, hiring, and retaining faculty, and staff who are sensitive to, and knowledgeable of, the needs of an increasingly diverse student body as well as the communities they serve.

Sincerely,



Kathleen F. Burke, Ed.D. Chancellor

II. DEFINITIONS

[Reference – Title 5, Sec. 53001 and 53021]

1. Adverse Impact: a statistical measure (such as those outlined in the EEO Commission's Uniform Guidelines on Employee Selection Procedures) that is applied to the effects of a selection procedure and demonstrates a disproportionate negative impact on any group protected from discrimination pursuant to Government Code section 12940. A disparity identified in a given selection process will not be considered to constitute adverse impact if the numbers involved are too small to permit a meaningful comparison.
2. Chancellor's Office: California Community College's Chancellor's Office.
3. Diversity: a condition of broad inclusion in an employment environment that offers equal employment opportunity for all persons. It requires both the presence, and the respectful treatment, of individuals from a wide range of ethnic, racial, age, national origin, religious, gender, sexual orientation, disability, and socio-economic backgrounds.
4. Equal Employment Opportunity: A workplace where all qualified individuals have a full and fair opportunity to compete for hiring and promotion and to enjoy the benefits of employment with the District. Equal employment opportunity should exist at all levels, including in the seven job categories identified in the Title 5 regulations, namely: executive/administrative/managerial, faculty and other instructional staff, professional non-faculty, secretarial/clerical, technical and paraprofessional, skilled crafts, and service and maintenance. Equal employment opportunity also involves:
 - a. Identifying and eliminating barriers to employment that are not job related; and
 - b. Creating an environment which is welcoming to all groups protected from discrimination pursuant to Government Code section 12940.
5. Equal Employment Opportunity Plan: a written document that provides the guidelines for how a District's workforce will be analyzed and specific plans and procedures for promoting equal employment opportunity.
6. Equal Employment Opportunity Programs: all the various methods by which EEO is promoted. Such methods include, but are not limited to, using nondiscriminatory employment practices, actively recruiting, monitoring and taking additional steps consistent with the requirements of Title 5, Section 53006.

II. DEFINITIONS CONT.

7. Ethnic Group Identification: an individual's identification in one or more of the ethnic groups reported to the Chancellor pursuant to section 53004. These groups may be more specifically defined by the Chancellor consistent with state and federal law.
8. In-house or Promotional Only Hiring: only existing District employees are allowed to apply for a position.
9. Monitored Group: a group identified in Title 5, section 53004(b) for which monitoring and reporting is required pursuant to Section 53004(a).
10. Person with a Disability: any person who (1) has a physical or mental impairment as defined in Government Code, Section 12926 which limits one or more of such person's major life activities; (2) has a record of such an impairment; or (3) is regarded as having such an impairment.
11. Projected Representation: the percentage of persons from a monitored group determined by the Chancellor to be available and qualified to perform the work in question. Note: At this time, the Chancellor's Office has concluded that it lacks sufficiently reliable availability data to make such determinations.
12. Selection Procedures: any measure, combination of measures, or procedures used as a basis for any employment decision. Selection procedures include the full range of assessment techniques, including but not limited to, traditional paper and pencil tests, performance tests, and physical, educational, and work experience requirements, interviews, and review of application forms.
13. Significantly Underrepresented Group: any monitored group for which the percentage of persons from that group employed by the District in any job category listed in Section 53004(a) is below eighty percent (80%) of the projected representation for that group in the job category in question.

III. POLICY STATEMENT

[Reference – Education Code 87100, et seq.; Title 5, Sec. 53002]

The South Orange County Community College District (the “District”) is committed to the principles of equal employment opportunity. By adoption of this Equal Employment Opportunity Plan, the District implements a comprehensive program to put those principles into practice. The District is committed to a continuing good faith effort to ensure that all qualified applicants for employment and employees have full and equal access to employment opportunity, and are not subjected to discrimination in any program or activity of the District on the basis of age, ancestry, color, gender, gender identity, gender expression, marital status, medical condition, national origin, parental status, physical or mental disability, race, religion, sexual orientation, veteran status, or on the basis of these perceived characteristics, or based on association with a person or group with one or more of these actual or perceived characteristics.

The District strives to achieve a workforce that is welcoming to all individuals in legally protected categories to ensure the District provides an inclusive educational and employment environment. Such an environment fosters cooperation, acceptance, democracy and free expression of ideas. An Equal Employment Opportunity Plan is maintained to ensure the implementation of equal employment opportunity principles that conform to federal and state laws.



IV. DELEGATION OF RESPONSIBILITY, AUTHORITY AND COMPLIANCE

[Reference – Title 5, Sec. 53003(c)(1) and 53020]

All District employees are expected to promote and support equal employment opportunity because successful implementation of this EEO Plan requires a commitment and a contribution from every segment of the District. The general responsibilities for the prompt and effective implementation of the Plan are set forth below.

1. Board of Trustees

The Board of Trustees of the District is ultimately responsible for the successful implementation of the EEO Plan through the regular review of data, data-driven policy development and guidance to the Chancellor.

2. Chancellor

The Board of Trustees delegates to the Chancellor the responsibility for ongoing implementation of the Plan at all levels, for providing leadership in supporting the District's equal employment opportunity policies and procedures, and for keeping the Board informed of the District's progress and implementation of the Plan. The Chancellor shall also advise the Board of Trustees concerning statewide policy emanating from the Board of Governors of the California Community Colleges.

3. Equal Employment Opportunity Officer

The District has designated the Equal Employment Opportunity ("EEO") Officer to be responsible for the day-to-day implementation of the Plan. If the designation of the EEO Officer changes before this Plan is next revised, the District will notify employees and applicants for employment of the new designee. The equal employment opportunity officer is responsible for administering, implementing and monitoring the Plan and for assuring compliance with the requirements of Title 5, Sections 53000 et seq. The EEO Officer is also responsible for receiving complaints described in the Plan Component 5 and for ensuring that applicant pools and selection procedures are properly monitored.



IV. DELEGATION OF RESPONSIBILITY, AUTHORITY AND COMPLIANCE CONT.

4. Equal Employment Opportunity Advisory Committee

The District shall establish a District Equal Employment Opportunity (“EEO”) Advisory Committee to act as an advisory body to the EEO Officer and the District as a whole to promote understanding and support of equal employment opportunity policies and procedures. The EEO Advisory Committee assists in the development and implementation of the Plan in compliance with state and federal regulations and guidelines, monitors equal employment opportunity progress, and provides suggestions for Plan revisions as appropriate.

5. Agents of the District

Any organization or individual, whether or not an employee of the District, who acts on behalf of the Board of Trustees with regard to the recruitment and screening of personnel, is an agent of the District and is subject to all the requirements of the Plan.

6. Good Faith Effort

A good faith effort is one that is honest and taken with sincere intent.



V. ADVISORY COMMITTEE

[Reference – Title 5, Sec. 53005]

The District shall establish an EEO Advisory Committee to assist the District in implementing its Plan. The committee may also assist in promoting an understanding and support of equal opportunity and nondiscrimination policies and procedures. The committee may work in coordination with other groups on campus to sponsor events, training, or other activities that promote equal employment opportunity, nondiscrimination, retention and diversity. The equal employment opportunity officer shall train the advisory committee on equal employment compliance and the Plan itself. The committee shall include a diverse membership whenever possible. A substantial good faith effort to maintain a diverse membership is expected. If the District has been unable to meet this objective, it will document efforts made to recruit advisory committee members who represent diversity. The committee will be composed of two members of the faculty; two members of the classified staff; two academic administrators; two classified managers; as well as the EEO Officer, the VCHR, the HR Executive Director and HR Director.

The committee will be convened initially each year and chaired by the EEO Officer. Terms of office for the voting members shall be for two years. The EEO Advisory Committee shall hold a minimum of two (2) meetings per fiscal year, with additional meetings if needed to review EEO and diversity efforts, programs, policies, and progress. When appropriate, the advisory committee shall make recommendations to the Board of Trustees and the Chancellor.

VI. COMPLAINTS

[Reference – Title 5, Sec. 53003(c)(2) and 53026]

1. Complaints Alleging Violation of the Equal Employment Opportunity Regulations (Title 5 Section 53026).

The District has established the following process permitting any person to file a complaint alleging that the requirements of the equal employment opportunity **regulations**¹ have been violated. Any person who believes that the equal employment opportunity regulations have been violated may file a written complaint describing in detail the alleged violation. All complaints shall be signed and dated by the complainant and shall contain, to the best of the complainant's ability, the names of the individuals involved, the date(s) of the event(s) at issue, and a detailed description of the actions constituting the alleged violation. Complaints involving current hiring processes must be filed as soon as possible after the occurrence of an alleged violation and not later than sixty (60) days after such occurrence unless the complainant can verify a compelling reason for the District to waive the sixty (60) day limitation. Complaints alleging violations of the Plan that do not involve current hiring processes must be filed as soon as possible after the occurrence of an alleged violation and not later than ninety (90) days after such occurrence unless the violation is ongoing. As directed by the Chancellor's office, the decision of the District in complaints pursuant to Section 53026 is final. (See [California Community Colleges Chancellor's Office Guidelines for Minimum Conditions Complaints](#))

The District may return without action any complaints that are inadequate because they do not state a clear violation of the EEO regulations. All returned complaints must include a District statement of the reason for returning the complaint without action.

The complaint shall be filed with the EEO officer. If the complaint involves the equal employment opportunity officer, the complaint may be filed with the Chancellor. A written determination on all accepted written complaints will be issued to the complainant within ninety (90) days of the filing of the complaint. If this is not practical, a written notification will be provided to the complainant as to the reasons for the extension and estimated date of completion. The equal employment opportunity officer will forward copies of all written complaints to the Chancellor's Office upon receipt.

2. Complaints Alleging Unlawful Discrimination or Harassment (Section 59300 et seq.)

The District has adopted separate procedures for the processing of complaints alleging unlawful discrimination or harassment. The District's discrimination and harassment complaint procedures are documented in board policy (BP) and administrative regulation (AR) 4500 which can be found on the District's website (www.socccd.edu) or accessed directly through the following links:

[Harassment and Discrimination Prevention and Complaint Procedures \(BP 4500\)](#)

[Harassment and Discrimination Prevention and Complaint Procedures \(AR 4500\)](#)

¹ The equal employment opportunity regulations are found in California Code of Regulations, title 5, section 53000 et seq.

VII. NOTIFICATION TO DISTRICT EMPLOYEES

[Reference – Title 5, § 53003(c)(3)]

The Plan and subsequent revisions will be distributed to the District's Board of Trustees, the Chancellor, administrators, the academic and classified senate councils, union representatives and members of the District Equal Employment Opportunity Advisory Committee. The Plan will be available on the District's website and employees will be notified electronically. The Office of Human Resources will provide all new employees with a copy of the written notice described above when they commence their employment with the District.

Each year, the District will inform all employees of the Plan's availability including a written summary of the provisions of the Plan. The annual notice will emphasize the importance of the employee's participation and responsibility in ensuring the Plan's implementation. The annual notice will contain the following provisions:

- a. The importance of the employee's participation and responsibility in ensuring the Plan's implementation;
- b. The availability of the Plan on the District website, at the Office of the Chancellor and College Presidents and Vice President for Student Services at each campus, and the Office of Human Resources.

VIII. SCREENING COMMITTEE TRAINING AND COMPOSITION

[Reference – Title 5, § 53003(c)(4)]

Any organization or individual, whether or not an employee of the District, who is involved in the recruitment and screening/selection of personnel shall receive training on the requirements of the Title 5 regulations on equal employment opportunity (Section 53000 et. seq.); the requirements of federal and state nondiscrimination laws; the requirements of the District's EEO Plan; the District's policies on nondiscrimination, recruitment, and hiring; principles of diversity and cultural proficiency; and the value of a diverse workforce. Persons serving in the above capacities must be current with interactive training prior to service. This training is mandatory; individuals who have not received this training will not be allowed to serve on hiring committees. Any individual, whether an employee of the District, or an individual acting on behalf of the District, with regard to recruitment and hiring of employees is subject to the equal employment opportunity requirements of Title 5 § 53020(c) and the District's Plan.



IX. ANNUAL WRITTEN NOTICE TO COMMUNITY ORGANIZATIONS

[Reference – Title 5, Sec. 53003(c)(5)]

The EEO Officer will provide annual written notice to appropriate community-based and professional organizations concerning the Plan. The notice will include a summary of the Plan, inform these organizations how they may obtain a copy, and shall solicit their assistance in identifying diverse qualified candidates. The notice will also include the web address where the District advertises its job openings and the HR department phone number to call in order to obtain employment information. The District will actively seek to reach a diverse selection of recruitment sources, through various institutions, organizations, and agencies. A list of organizations, which will receive this notice, is included within Appendix A of this Plan. This list may be revised, periodically, as necessary.



X. ANALYSIS OF DISTRICT WORKFORCE AND APPLICANT POOLS

[Reference – Title 5, Sec. 53003(c)(6) and 53004]

The Office of Human Resources will annually collect the District's employee demographic data and shall monitor initial and qualified applicant pools for employment on an ongoing basis to evaluate the District's progress in implementing the Plan, and to provide data needed for the reports required by the Plan.

Each applicant and employee shall be requested to identify their gender, ethnic group identification and whether or not they are disabled. The data collection instrument will clearly notify applicants/employees that this information is kept confidential; is not utilized in making any individual employment decisions or viewed by those making such decision; and is separated from the applications that are forwarded to the screening/interview committee and hiring administrator(s). At least every three years the Plan is reviewed. If necessary, it will be revised based on an analysis of ethnic group identification, gender identity, and disability composition of existing staff and of those who have applied for employment in each of the following identified job categories:

1. Executive/Administrative/Managerial
2. Faculty and Other Instructional Staff
3. Professional Non-faculty
4. Secretarial/Clerical
5. Technical and Paraprofessional
6. Skilled Crafts
7. Service and Maintenance

Data shall be maintained year-to-year and longitudinal analysis shall be conducted where there is at least three years of data to review, or sooner if the EEO Officer concludes that there is sufficient data for the analysis to be meaningful.

[Click here](#) to view the District's workforce composition for year ending October 31, 2019

[Click here](#) to view the District's applicant pools for year ending October 31, 2019

XI. FACULTY SELECTION PROCEDURES

Hiring procedures have been developed consistent with the requirements of law and this EEO Plan.

The administrative regulation (AR) for Full Time Faculty Hiring Recruitment is documented in AR 4011.1 which can be found on the District's website (www.socccd.edu) or accessed directly through the following link:

[*Recruitment: Full-Time Faculty Hiring \(AR 4011.1\)*](#)

[*Recruitment: Full-Time Faculty Hiring \(BP 4011.1\)*](#)



XII. EMPLOYMENT PROCEDURES FOR ADMINISTRATORS, MANAGERS AND CLASSIFIED EMPLOYEES

Hiring procedures have been developed consistent with the requirements of law and this EEO Plan, which can be found on the District's website (www.socccd.edu) or accessed directly through the following links:

[Employment Procedures for Administrators and Managers \(Board Policy 4011\)](#)

[Recruitment: Classified Staff \(Board Policy 4011.3\)](#)

[Recruitment: Classified Staff \(AR 4011.3\)](#)

XIII. PROCESS FOR DEVELOPING AND IMPLEMENTING STRATEGIES THAT PROMOTE DIVERSITY

[Reference – Title 5, Sec. 53003(c)(10)]

The District recognizes multiple approaches are appropriate to fulfill its mission of ensuring equal employment opportunity and the creation of a diverse workforce. Equal employment opportunity means all qualified individuals have a full and fair opportunity to compete for hiring and promotion and to enjoy the benefits of employment with the District. Equal employment opportunity should exist at all levels and in all job categories. The District seeks to ensure equal employment opportunity through the creation of an environment that welcomes men and women, persons with disabilities, and individuals from all ethnic and other groups. This environment fosters cooperation, acceptance, democracy and the free expression of ideas.

The District offers cultural events, speakers on diversity, infuses diversity into the classroom, promotes learning opportunities, fosters personal sensitivity to diversity, and evaluates how the environment can be responsive to its employees and students. In the implementation of a diversity/equity program, the district focuses on several overarching goals with specific action steps:

A. Recruitment and selection of a diverse employee population

The District strives to recruit, select and maintain a diverse employee population. The District will review and continue the following:

- The District and college mission statements convey our commitment to diversity and inclusion, and recognition that a diverse and inclusive workforce promotes its educational goals and values.
- The District's hiring procedures require applicants for all positions to demonstrate sensitivity to and understanding of the diverse academic, socioeconomic, cultural, disability, gender identity, sexual orientation, and ethnic backgrounds of community college students in a manner specific to the position.
- The District's publications and websites will continue to convey our commitment to diversity and equal employment opportunity.
- The District addresses issues of inclusion/exclusion in a transparent and collaborative fashion.

XIII. PROCESS FOR DEVELOPING AND IMPLEMENTING STRATEGIES THAT PROMOTE DIVERSITY CONT.

The District will review, plan and implement the following:

- The District's Board of Trustees will receive training on the elimination of bias in hiring and employment at least once every election cycle.
- The District elicits information from applicants who decline job offers to find out why, record and utilize the information.
- The District will expand its current equal employment opportunity training from an annual training to a semi-annual training and include all employee groups as eligible to serve as an equal employment opportunity representative on search committees.

B. Onboarding of new employees

The District maintains a variety of programs to support newly-hired employees such as mentoring, professional development, and leadership opportunities.

The District will review and continue the following:

- The District complies with the requirements of Government Code section 12950.1 (Stats. 2004, chapter 933 [AB1825]), and includes all forms of harassment and discrimination in the training.
- The District will continue and expand employee professional growth opportunities through job integration and career ladders.
- The District will continue to provide orientation to all new employees on the principles of EEO.

XIII.PROCESS FOR DEVELOPING AND IMPLEMENTING STRATEGIES THAT PROMOTE DIVERSITY CONT.

The District will review, plan and implement the following:

- The District will expand its equal employment opportunity training on all search committee members.

C. On-going employee training in diversity and equity

The District will continue and expand training in diversity and equity while it coordinates existing efforts into a comprehensive plan.

The District will review and continue the following:

- The District promptly and thoroughly investigates all complaints filed under this chapter, and all harassment and discrimination complaints filed under subchapter 5 (commencing with section 59300) of chapter 10 of this division, and takes appropriate corrective action in all instances where a violation is found.
- The District provides training on elimination of bias in hiring and employment.

XIII. PROCESS FOR DEVELOPING AND IMPLEMENTING STRATEGIES THAT PROMOTE DIVERSITY CONT.

The District will review, plan and implement the following:

- The District conducts surveys of campus climate on a regular basis and will utilize the information that pertains to diversity and equity from the surveys.
- The District will provide more cultural awareness training to members of the campus community
- The District will consider the coordination and expansion of diversity/equity training for its own internal community as well as the external community.

D. Off-boarding of employees

The District discusses the employment relationship with employees who leave the institution to monitor the employment climate in regards to issues which include the impact of diversity in daily work-life of the district.

The District will review and continue the following:

- The District conducts exit interviews with employees who voluntary leave the District.
- The District will review, plan and implement the following:
- The District conducts exit interviews with employees who voluntarily leave the District, maintains a data base of exit interviews, analyzes the data for patterns which impact particular monitored groups, and implements measures that utilize this information.

E. On-Going Assessment and Evaluation of Diversity Measures

- The District audits and/or maintains updated job descriptions and/or job announcements.
- The District conducts longitudinal analysis of various employment events by monitored group status such as: hiring, promotion, retention, voluntary resignation, termination, and discipline.

XIV. GRADUATE ASSUMPTION PROGRAM OF LOANS FOR EDUCATION

[Reference – Ed Code, Sec. 87106(b)(4) and 69618 et seq.]

The Graduate Assumption Program of Loans for Education refers to efforts of the District to encourage college and university students to become qualified for, and seek employment as, community college employees. The District shall research and inform students about programs that may assist them to complete their graduate studies in order to potentially become community college employees.



APPENDIX A

COMMUNITY ORGANIZATIONS AND CONTACT INFORMATION

A Black Education Network (ABEN)

P.O. Box 3134
San Jose, CA 95156
Tel: (408) 977-4188
www.aben4ace.org

American Civil Liberties Union

ACLU Orange County Chapter
1313 West Eighth St.,
Los Angeles, CA 90017
Tel: (Orange County): (714) 450-3962

Asian Pacific American Network

231 East Third Street, Suite G104
Los Angeles, CA 90013
Tel: (213) 473-3030
Fax: (213) 473-3031
www.apanet.org/about.html

Black Chamber of Commerce of Orange County

2323 North Broadway, Suite # 302
Santa Ana, CA 92706
Tel: (714) 547-2646
www.ocblackchamber.com

Diverse: Issues in Higher Education

10520 Warwick Avenue, Suite B-8
Fairfax, VA 22030-3136
Tel: (800) 783-3199 or (703) 385-2981
Fax: (703) 385-1839
www.diverseeducation.com

GLAAACC - African American Chamber of Commerce

5120 W. Goldleaf Circle, Suite # 230
Los Angeles, CA 90056
Tel: (323) 292-1297
Fax: (323) 292-1451
www.glaaacc.org

Japanese American Citizens League

Pacific Southwest Regional Office
244 South San Pedro Street, Suite # 409
Los Angeles, CA 90012
Tel: (213) 626-4471
www.jacl.org

Japanese American Cultural & Community Center

244 S. San Pedro Street
Los Angeles, CA 90012
Tel: (213) 628-2725
Fax: (213) 617-8576
www.jaccc.org/

League of Women Voters Orange County

P. O. Box 10621
Santa Ana, CA 92711-0621
Tel: (714) 245-0567
<http://ocilo.ca.lwvnet.org/>

The LGBT Center OC

1605 N. Spurgeon St.
Santa Ana, CA 92701
Tel: (714) 953-5428
www.lgbtcenteroc.org

Mexican American Legal Defense and Education Fund

634 S. Spring Street, Suite 1100
Los Angeles, CA 90014
Tel: (213) 629-2512
<http://maldef.org>

Mexican American Women's National Association (MANA)

1140 19th Street, NW, Suite # 550
Washington, DC 20036
Tel: (202) 525-5113
www.hermana.org

APPENDIX A

COMMUNITY ORGANIZATIONS AND CONTACT INFORMATION

National Association for the Advancement of Colored People (NAACP)

P.O. Box 1594
Long Beach, CA 90801
Tel: (562) 494-6507
www.naacp-losangeles.org

National Center for Lesbian Rights (NCLR)

NCLR National Office
870 Market Street, Suite 370
San Francisco, CA 94102
Tel: (415) 392-6257
Fax: (415) 392-8442
www.nclrights.org

National Congress of American Indians (NCAI)

1516 P. Street, NW
Washington, DC 20005
Tel: (202) 466-7767
Fax: (202) 466-7797
<http://ncai.org>

National Federation of Filipino American Associations (NFFAA)

1322 18th St NW
Washington, DC 20036-1803
Tel: (202) 803-1353
<http://naffaa.org/>

National Organization for Women (NOW)

1100 H Street NW, Ste. 300
Washington, DC 20005
Tel: (202) 628-8669 (628-8NOW)
www.now.org

North County African American Women's Association

4140 Oceanside Blvd. Suite #159
Oceanside, CA 92056
Tel: (760) 978-6534
<http://www.ncaawa.org/>

National Urban League

80 Pine Street, 9th Floor
New York, NY 10005
Tel: (212) 558-5300
Fax: (212) 344-5332
www.nul.iamempowered.com

Ocapica | Orange County Asian and Pacific Islander Community Alliance

12912 Brookhurst St.
Garden Grove, CA 92840
Tel: (714) 636-9095
<https://www.ocapica.org/>

Orange County Hispanic Chamber of Commerce

1 Banting Suite A
Irvine, CA 92618
Tel: (949) 891-1464
www.ochcc.org

Women's Bureau

Office of the Secretary U.S Department of Labor

200 Constitution Avenue, NW
Washington, DC 20210
Tel: (202) 693-6710
Fax: (202) 693-6725
www.dol.gov/wb

SOCCCD
EQUAL EMPLOYMENT OPPORTUNITY PLAN
2019-2022



SOCCCD BOARD OF TRUSTEES:

BARBARA J. JAY
TIMOTHY JEMAL
DAVID B. LANG
MARCIA MILCHIKER
T.J. PRENDERGAST III
TERRI WHITT RYDELL
JAMES R. WRIGHT
KATHLEEN F. BURKE, ED.D., CHANCELLOR

AN EQUAL OPPORTUNITY EMPLOYER



California
Community
Colleges

Equal Employment Opportunity
Fund Multiple Method Allocation
Certification Form
Fiscal Year 2019-2020

District Name: SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

Does the District meet Method #1 (District has EEO Advisory Committee, EEO Plan, and submitted Expenditure/Performance reports for prior year) (All mandatory for funding).

☒ **Yes**

☐ **No**

The district met at least 6 of the remaining 8 Multiple Methods? (Please mark your answers.)

☒ **Yes**

☐ Method 2 (Board policies and adopted resolutions)

☐ Method 3 (Incentives for hard-to-hire areas/disciplines)

☐ Method 4 (Focused outreach and publications)

☐ Method 5 (Procedures for addressing diversity throughout hiring steps and levels)

☐ Method 6 (Consistent and ongoing training for hiring committees)

☐ Method 7 (Professional development focused on diversity)

☐ Method 8 (Diversity incorporated into criteria for employee evaluation and tenure review)

☐ Method 9 (Grow-Your-Own programs)

☐ **No**

I CERTIFY THAT THIS REPORT FORM IS COMPLETE AND ACCURATE. Please attach meeting agenda showing district EEO Advisory Committee's certification of this report form.

Chair, Equal Employment Opportunity Advisory Committee

Name: Ettie Graham Title: Director of HR, EEO, Equity and Compliance

Signature:  Date: _____

Chief Human Resources Officer

Name: Kim Widdes Title: Acting Vice Chancellor of Human Resources

Signature:  Date: _____

Chief Executive Officer (Chancellor or President/Superintendent)

Name: Dr. Kathleen F. Burke Title: Chancellor

Signature: _____ Date: _____

President/Chair, District Board of Trustees

Date of governing board's approval/certification: _____, 2019

Name: T.J. Prendergast, III Title: **President/Chair, Board of Trustees**

Signature: _____ Date: _____



Equal Employment Opportunity
Fund Multiple Method Allocation
Certification Form
Fiscal Year 2019-2020

This form requires districts to report the various activities that they are implementing to promote Equal Employment Opportunity for each of the 9 Multiple Methods.

When providing explanation(s) and evidence of your district's success in implementing the Multiple Methods, please keep narrative to no more than one page per Multiple Method. If you reference an attachment, please ensure it is attached to your submittal.

Nine (9) Multiple Methods

Mandatory for Funding

1. District's EEO Advisory Committee, EEO Plan, and submittal of Expenditure/Performance reports for prior year.

Pre-Hiring

2. Board policies & adopted resolutions
3. Incentives for hard-to-hire areas/disciplines
4. Focused outreach and publications

Hiring

5. Procedures for addressing diversity throughout hiring steps and levels
6. Consistent and ongoing training for hiring committees

Post-Hiring

7. Professional development focused on diversity
8. Diversity incorporated into criteria for employee evaluation and tenure review
9. Grow-Your-Own programs

Does District meet Multiple Method #1 (District has EEO Advisory Committee, EEO Plan, and submitted Expenditure/Performance reports for prior year)?

- ☒ **Yes**
☐ **No**

Under the Multiple Method allocation model, districts must minimally have an operational district EEO Advisory Committee, and an updated EEO Plan. Additionally, districts are required to annually report on the use of EEO funds.

- In order to qualify for receipt of the EEO Fund, districts are required to submit a board-adopted EEO plan every three years to the Chancellor's Office. (Title 5, section 53003).
- EEO Plans are considered active for three years from the date of when the district's Board of Trustees approved the plan.
- The districts are required to establish an EEO Advisory Committee to assist in the development and implementation of the EEO Plan. (Title 5, section 53005).
- The districts are required to annually submit a report on the use of Equal Employment Opportunity funds. (Title 5, section 53034).



Equal Employment Opportunity
Fund Multiple Method Allocation
Certification Form
Fiscal Year 2019-2020

Please provide an explanation and evidence of meeting this Multiple Method, #1.

Multiple Method #1

The South Orange County Community College District (SOCCCD) has a critical role in the community by responding to the needs of an increasingly diverse population. The county's ever changing demographic makeup is represented in our student populations and we must continue to

To receive funding for this year's allocation amount, districts are also required to meet 6 of the remaining 8 Multiple Methods.

Does the District meet Method #2 (Board policies and adopted resolutions)?

☒ **Yes**

☐ **No**

Please provide an explanation and evidence of meeting this Multiple Method, #2.

Multiple Method #2

The District is committed to providing a learning and work environment that is sensitive to the diversity of our students, employees and community and that embraces equity and inclusion. Through the District's board policies, administrative regulations and practices, there is a commitment that diversity benefits students of all backgrounds by exposing them to diverse ideas, views and experiences and that enhances educational quality.

The District's Board of Trustees has adopted policies and regulations that support and enhance the District's commitment to attracting and retaining a work environment that is diverse, inclusive and responsive to our student populations at Saddleback College and Irvine Valley College. In accordance with Section 53024.1(g) the board received training on the elimination of bias in hiring and employment.

Does the District meet Method #3 (Incentives for hard-to-hire areas/disciplines)?

☒ **Yes**

☐ **No**

Please provide an explanation and evidence of meeting this Multiple Method, #3.



Equal Employment Opportunity
Fund Multiple Method Allocation
Certification Form
Fiscal Year 2019-2020

Multiple Method #3

The district participated in the Faculty Job Summit held in Orange County in December 2019 to attract diverse talent for all positions, including hard to fill disciplines. The Academic Senate held hiring workshops for faculty, Academic and Classified job announcements are sent out districtwide and advertised externally. Discipline email listserves are used to advertise hard to fill positions.

Does the District meet Method #4 (Focused outreach and publications)?

- ☒ **Yes**
☐ **No**

Please provide an explanation and evidence of meeting this Multiple Method, #4.

Multiple Method #4

The District advertises its opening in publications and websites that convey its commitment to diversity and EEO. All open positions are advertised on platforms, sites and publications known to attract diverse talent and interest, as well as specialty sites used for harder to fill openings/disciplines. We advertise in a wide variety of reputable publications and job sites, including, but not limited to: CCC Registry, Chronicle of Higher Education, Community College Times, Insider Higher Ed, Women in Higher Education, Hispanic Outlook, IMDiversity, etc.

The Academic Senate held hiring workshops for faculty, Academic and Classified job announcements are sent out districtwide and advertised externally. Discipline email listserves are used to advertise hard to fill positions.

Does the District meet Method #5 (Procedures for addressing diversity throughout hiring steps and levels)?

- ☒ **Yes**
☐ **No**

Please provide an explanation and evidence of meeting this Multiple Method, #5.



Equal Employment Opportunity
Fund Multiple Method Allocation
Certification Form
Fiscal Year 2019-2020

Multiple Method #5

The District provides training on the elimination of bias in hiring and employment. The district ensures that all members of hiring committees receive in person training on EEO, Diversity and Inclusion, as well as Implicit Bias training.

The District requires hiring committee members to be representative of the diverse college community it serves and that each committee member has an independent voice and equal standing (Board Policy 4011.2). Having diverse members in our hiring committees is shown to reduce the potential for bias by promoting an awareness and sensitivity to the rich and varying backgrounds and experiences of applicants. Hiring committees require that all applicants demonstrate sensitivity to and understanding of the diverse academic, socioeconomic, cultural, disability, gender identity, sexual orientation, and ethnic backgrounds of community college

Does the District meet Method #6 (Consistent and ongoing training for hiring committees)?

- ☒ **Yes**
☐ **No**

Please provide an explanation and evidence of meeting this Multiple Method, #6.

Multiple Method #6

The District provides training on the elimination of bias in hiring and employment and on EEO and inclusion for all search committee members. Each hiring committee is assigned a trained EEO representative who works closely with the hiring committee to conduct a fair and equitable selection process. All participants receive comprehensive training on EEO, Diversity, Inclusion, Implicit Bias and applicable board policies and administrative regulations, federal and state nondiscrimination laws, confidentiality and conflict of interest and sensitivity to and understanding of the diversity of the students served by our colleges.

Does the District meet Method #7 (Professional development focused on diversity)?

- ☒ **Yes**
☐ **No**



Equal Employment Opportunity
Fund Multiple Method Allocation
Certification Form
Fiscal Year 2019-2020

Please provide an explanation and evidence of meeting this Multiple Method, #7.

Multiple Method #7

Human Resources Administrators and staff attended ACHRO/EEO Fall Training Institute to learn about legal updates and information, refresh and increase knowledge regarding equal employment opportunity requirements, laws, training and related current issues.

The ADA/Compliance and Leave Administration Manager attended ADA/FEHA workshops presented by Shaw Consulting in addition to the National Employment Law Institute Workshop for "ADA and FMLA Compliance Update" in April 2019.

Employees from the District attended the ATIXA Title IX Workshop at Long Beach Community College District.

The District paid the registration for 17 employees to attend the IUPI workshop entitled. Building

Does the District meet Method #8 (Diversity incorporated into criteria for employee evaluation and tenure review)?

☒ **Yes**

☐ **No**

Please provide an explanation and evidence of meeting this Multiple Method, #8.

Multiple Method #8

The District's performance evaluation procedures require all employees being evaluated to demonstrate sensitivity to and understanding of the diverse academic, socioeconomic, cultural, disability, gender identify, sexual orientation and ethnic backgrounds in a manner specific to each position. The District has developed an exit interview form to conduct interviews with voluntarily separated employees. The information is utilized for tracking of monitored groups as well as for trends and other information.



Equal Employment Opportunity
Fund Multiple Method Allocation
Certification Form
Fiscal Year 2019-2020

Does the District meet Method #9 (Grow-Your-Own programs)?

☐ **Yes**

☒ **No**

Please provide an explanation and evidence of meeting this Multiple Method, #9.

Multiple Method #9

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Destruction of Class 3 Disposable Records

ACTION: Approval

BACKGROUND

Title 5, Section 59022 of the California Administrative Code requires that each community college district establish an annual procedure by which the chief administrative officer, or the designee of that officer, shall review documents and papers received or produced during the prior academic year and classify them as Class 1-Permanent, Class 2-Optional, or Class 3-Disposable. Further, Section 59022(b) states that, if such records are three or more years old and classified as Class 3-Disposable, they may be destroyed without further delay.

STATUS

The District has reviewed the classification of documents provided in Title 5, Section 59022 and has identified those documents listed in attached Exhibit A as those which may now be destroyed in compliance with the Code.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the destruction of documents detailed in Exhibit A.

CLASS 3 – DISPOSABLE RECORDS
DESTROY AFTER JULY 1, 2020

District Fiscal Services – Payroll

Hourly Time Cards	All Prior to Fiscal Year 2014-2015
-------------------	------------------------------------

District Fiscal Services – Accounting

Cash Disbursements	All Prior to Fiscal Year 2014-2015
Cash Receipts	All Prior to Fiscal Year 2014-2015
District Depository	All Prior to Fiscal Year 2014-2015
Financial Aid Check Copies	All Prior to Fiscal Year 2014-2015
Grant Project Accounts	All Prior to Fiscal Year 2014-2015
Journal Entry	All Prior to Fiscal Year 2014-2015
Purchasing Records	All Prior to Fiscal Year 2014-2015
Student Refunds	All Prior to Fiscal Year 2014-2015
Vendor Account Payable Files	All Prior to Fiscal Year 2014-2015
Warrant Disbursements	All Prior to Fiscal Year 2014-2015
Warrant Registers	All Prior to Fiscal Year 2014-2015

Human Resources

Employment Applications	All Prior to Fiscal Year 2016-2017
Recruitment Files	All Prior to Fiscal Year 2015-2016
Subpoenas/Requests for Records	All Prior to Fiscal Year 2016-2017

Irvine Valley College Admissions and Records

Transcript Requests	All Prior to Academic Year 2016-2017
Verification Requests	All Prior to Academic Year 2016-2017

Saddleback College Admissions & Records

Add/Drop Cards	All Prior to Academic Year 2016-2017
AB 540 Affidavits	All Prior to Academic Year 2016-2017
Audit Requests	All Prior to Academic Year 2016-2017
Data Change Forms	All Prior to Academic Year 2016-2017
General Petitions	All Prior to Academic Year 2016-2017
K-12 Concurrent Enrollment Requests	All Prior to Academic Year 2016-2017
Positive Attendance Rosters	All Prior to Academic Year 2016-2017
Residency Reclassification Requests	All Prior to Academic Year 2016-2017

Transcript Requests
Verification Requests

All Prior to Academic Year 2016-2017
All Prior to Academic Year 2016-2017

Saddleback College Student Payment/Veteran's Office

Veteran Benefit Processing Files

All Prior to Current Fiscal Year with No
Activity for 3 Years

Saddleback College Vice President for Student Services Office

Student Disciplinary Files

All Prior to Fiscal Year 2014-2015 except if
disciplinary action is suspension or expulsion,
in which case records are maintained
indefinitely.

TO: Board of Trustees
FROM: Kathleen F. Burke, Chancellor
RE: SOCCCD: Sabbatical Leave Rescindment
ACTION: Approval

BACKGROUND

Annually, the SOCCCD Board of Trustees reviews the recommendations of the Sabbatical Committee for faculty sabbatical projects for the upcoming academic year. Sabbatical projects are reviewed and approved in accordance with Article XXVI, Section h, of the Academic Employee Master Agreement.

On January 21, 2020, the Board of Trustees approved the sabbatical projects of 25 faculty members during the 2020 - 2021 academic year, including Suki Fisher, English, Saddleback College.

STATUS

For professional reasons, Professor Fisher requests that approval of her leave for Spring 2021 be rescinded.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees rescind approval of sabbatical leave for Suki Fisher for Spring 2021.

ABSTRACT

NAME			Suki Fisher		
DEPARTMENT/DIVISION/SCHOOL			English/ Liberal Arts/ Saddleback College		
COLLEGE					
	Fall 2020	X	Spring 2021		Academic Year 2020 - 2021
TITLE OF SABBATICAL PROJECT			Daughters of the Matterhorn God and Other Tales of Happiness and Woe		

GOALS and OBJECTIVES:

1. *Daughters of the Matterhorn God and Other Tales of Happiness and Woe* will be a collection of ten (minimum) fictional stories that follow various characters who work at Disneyland. This collection will look deeper into the original dark fairy tales and stories that inspired Walt Disney, incorporating aspects of those fairy tales and stories into the final collection. Ultimately, the purpose of this project is to create a collection of short stories inspired by Disneyland and the original fairy tales Disney incorporated into the creation of his Kingdom.

ACTIVITIES:

In order to complete this project, the following activities will need to be accomplished:

- Read through original fairy tales,
- Work on writing the various stories
 - "Daughters of the Matterhorn God"
 - "Pepino's Lizard Baby"
 - "Click"
 - "The Best of the Belles"
 - "The Evolution of Goosman"
 - "The Month of Ray"
 - "When Peter Met Grease"
 - "In the Kingdom of Happiness"
 - "Bird Men"
 - "To Run Kangaroo" or "Like a Halo in Reverse"
- Revise the stories
- Expand on the collection if needed

PRODUCT:

Completion of a 150-page minimum manuscript

TO: Board of Trustees
FROM: Kathleen F. Burke, Chancellor
RE: SOCCCD: Sabbatical Leave Revision
ACTION: Approval

BACKGROUND

Annually, the SOCCCD Board of Trustees reviews the recommendations of the Sabbatical Committee for faculty sabbatical projects for the upcoming academic year. Sabbatical projects are reviewed and approved in accordance with Article XXVI, Section h, of the Academic Employee Master Agreement.

On January 21, 2020, the Board of Trustees approved the sabbatical projects of 25 faculty members during the 2020 - 2021 academic year, including Carolina Kussoy, Computer Information Management and Technology, Irvine Valley College.

STATUS

For professional reasons, Professor Kussoy requests that approval of her leave for Academic Year 2020 – 2021 be revised to Spring 2021.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the revision of sabbatical leaves for Carolina Kussoy from Academic Year 2020 - 2021 to Spring 2021.

ABSTRACT

NAME		Carolina J. Kussoy			
DEPARTMENT/DIVISION/SCHOOL		Computer Information Management/Business Sciences			
COLLEGE		Irvine Valley College			
	Fall 2020	✓	Spring 2021	✓	Academic Year 2020–2021
TITLE OF SABBATICAL PROJECT		The Future of Analytics at IVC			

GOALS and OBJECTIVES:

1. **Training:** Professional development training on a minimum of three (3) industry platforms
2. **Curriculum:** New program development (COR) for Certificate in Data Analytics
3. **Research:** How Data is Used White Paper and Data Analytics Labor Market Information Report
4. **Externship:** Faculty externship involving two firms to assist with their data analytics projects

ACTIVITIES:

Provide summary overview of activities.

Fall Semester 2020				
	1 Training	2 Curriculum	3 Research	4 Externship
Aug	Tableau®			Externship A
Sep	Tableau®		Data in Industry	
Oct	Tableau®	Curriculum		
Nov	Tableau®	Curriculum	Labor Market Data	
Dec				
Spring Semester 2021				
Jan	Alteryx®		Data in Industry	Externship A
Feb	Alteryx®	Curriculum	Labor Market Data	
Mar	Tableau®	Curriculum		
Apr	Tableau®			Externship B
May	Tableau®			
Summer Session 2021				
Jun	Microsoft Power BI®	Canvas Modules		
Jul		Canvas Modules		

PRODUCTS:

1. Industry Certifications: Tableau, Alteryx, Microsoft Power BI
2. Course Outline of Record (COR): Certificate in Data Analytics
3. White Paper (How Data is Used) and Labor Marketing Information on Data Analytics
4. Externship Projects in Data Analysis, Data Management, and Data Visualization

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Staff Response to Public Comments from the Previous Board Meeting

ACTION: None

BACKGROUND

Members of the public may address the Board on any item on the closed or open session agenda following "Procedural Matters" or during consideration of the item. Items not on the agenda that are within the subject matter jurisdiction of the Board may also be addressed at that time.

At the Board of Trustees organizational meeting on December 12, 2016, the Board requested that a standing monthly item be included on the agenda to allow for staff to respond to public comments from the previous board meeting.

STATUS

A public comment response from staff was not requested during last month's board meeting.

TO: Board of Trustees
FROM: Kathleen F. Burke, Chancellor
RE: SOCCCD: Facilities Plan Status Report
ACTION: Information

BACKGROUND

At the request of the Board of Trustees, this report is prepared and submitted monthly to provide the Board with information on major capital projects underway and/or planned. Each project includes the project description, budget narrative, status, whether the project is in progress or recently completed and the current focus. Words appearing in *italics* indicate a change from the previous report. The dates appearing in **bold font** indicate that the associated phase is completed.

STATUS

EXHIBIT A provides an up-to-date report on the status of major capital projects.

FACILITIES PLAN STATUS REPORT May 18, 2020

CAPITAL IMPROVEMENT PLANNING

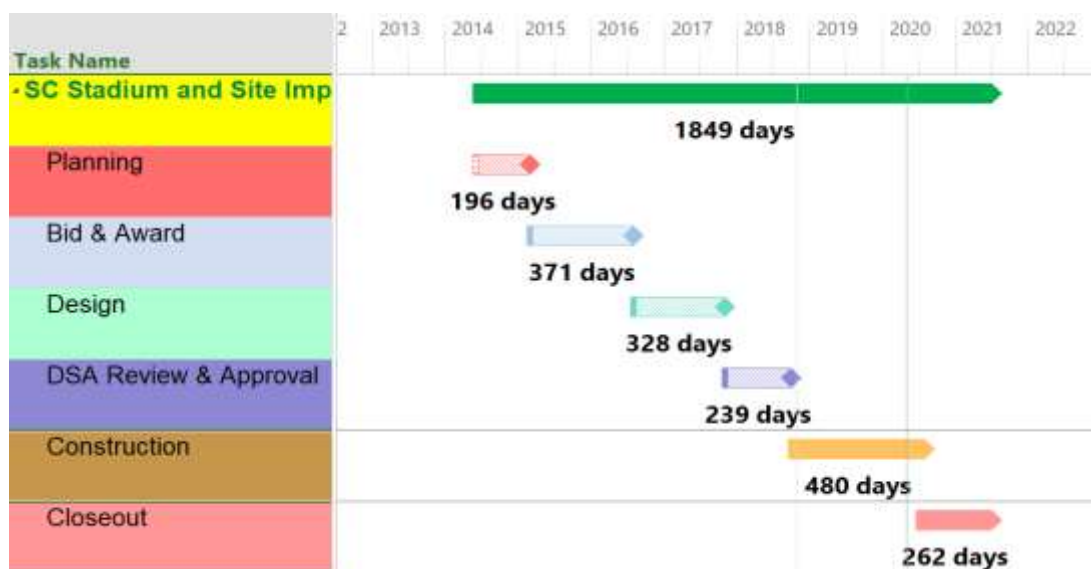
The decision to design and construct capital improvement projects begins with the Education and Facilities Master Planning (EFMP) process. The last EFMP cycle was completed December 2011. The 2011 EFMP report is available at the District website: http://www.socccd.edu/about/about_planning.html. The District is in the process of developing a new Education Master and Strategic Plan (EMSP) along with a new Facilities Master Plan. We anticipate these to be complete by the end of this fiscal year. This report contains information on projects over \$1 million that are listed in the Facilities Master Plans for both colleges and projects that include associated planning efforts.

SADDLEBACK COLLEGE

1. STADIUM AND SITE IMPROVEMENT

Project Description: The existing stadium will be replaced with a new 8,000 seat multi-sport stadium with restrooms, team rooms, concession stand, ticket booth, storage, press box, scoreboard, synthetic turf and nine-lane running track. This project originally included the southeast campus perimeter drainage control and campus storm water outfall on County of Orange property; however, it has since been de-scoped and will be handled as a separate project. The existing practice fields and thrower's park will be relocated to and replace the Golf Driving Range and expanded to include a soccer practice field.

Start Preliminary Plans	Mar 2014	Award D/B Contract	Aug 2016
Start Working Drawings	Sep 2016	Complete Construction	Jul 2020
Complete Working Drawings	Nov 2017	Advertise for FF&E	Nov 2019
DSA Final Approval	Nov 2018	DSA Close Out	Pending



Budget Narrative: Budget reflects Board action on 3/24/2008, 6/23/2014, 6/22/2015, and 4/27/2020. Several previously budgeted projects are integrated into a single project budget: Upper Quad (2008 - \$1M), Loop Road (2008 - \$3,442,000), Storm Drain Repairs (2013 - \$1,500,000) and Storm Drain, Parking, Practice Fields (2014 - \$7,638,000). On June 23, 2014, the Board approved \$950,000 and on June 22, 2015, the Board approved additional funds of \$7,945,000 and \$17,050,000. *On April 27, 2020, the Board approved \$5,608,798.* The Board approved Saddleback College's use of their RDA funds and a portion of the district-wide apartment income of \$22,705,000.

	<u>Original</u>	<u>Revision</u>	<u>Total</u>
Project Budget:	\$14,530,000	\$53,308,798	\$67,838,798
District Funding Commitment	\$14,530,000	\$53,308,798	\$67,838,798
Anticipated State Match:	\$N/A	\$N/A	\$N/A
Basic Aid Allocation:	\$14,530,000	\$30,603,798	\$45,133,798
College Contribution:	\$ 0	\$22,705,000	\$22,705,000

Status: Construction Phase: Project is 83% complete.

In Progress: Bleacher *stair tower* erection, site concrete, emergency vehicle access road, press box wall framing, painting, installation of ceiling *tiles*, installation of lighting fixtures at field level buildings, *preparation of main field and track.*

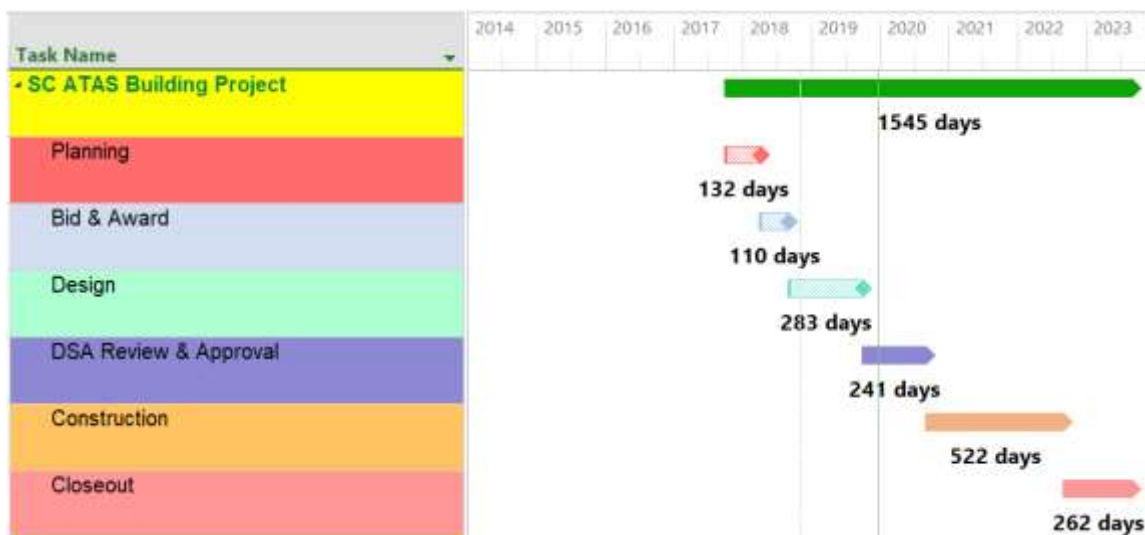
Recently Completed: *Installation of video scoreboard, installation of elevator at home side bleachers, installation of bleacher seating and railings, planting of trees along College Drive East, installation of ceiling grid, toilet partitions, toilet accessories and plumbing fixtures at field level buildings.*

Focus: Proactively work with the contractor on schedule issues to keep end date on target. Meet with PCL executive team. Review contractor's change order requests and claims; conduct meetings to discuss these. *Prepare for mediation of claims that is scheduled in September.*

2. ATAS BUILDING PROJECT

Project Description: The Project includes a new 50,000 gross square feet (GSF) two-story building serving career technical education students. This building will be located at the existing tennis courts facility. Eight new tennis courts (including two striped for pickle ball) will replace the existing six and will be located north of the Village. The college has requested that the existing TAS Building demolition, utility relocation and new parking lot be de-scoped. A connector road and installation of additional parking stalls between the baseball field and the new tennis courts is included.

Start Preliminary Plans	Oct 2017	Award D/B Contract	Aug 2018
Start Working Drawings	Oct 2018	Complete Construction	Aug 2022
Complete Working Drawings	Sep 2019	Advertise for FF&E	Pending
DSA Final Approval	Sep 2020	DSA Close Out	Pending



Budget Narrative: In fiscal years 2002-2003 and 2004-2005, \$971,000 and \$985,000 respectively, for a total of \$1,956,000 was allocated from basic aid to cover design. Budget reflects Board action on 8/27/2012, 10/25/2013, 6/23/2014, 8/22/2016, 5/21/2018, and 4/27/2020. On August 27, 2012, the Board approved \$12,777,313. On October 25, 2013, the Board approved fund reassignment of \$8,523,000 to the Saddleback College Sciences Building. On June 23, 2014, the Board restored \$8,523,000 and added \$2,702,000. On August 22, 2016, the Board approved \$3,110,000. On May 21, 2018, the Board approved \$44,863,622 to fund a new building. *On April 27, 2020, the Board approved \$5,127,000 to fund the connector road and additional parking. The ATAS Building project budget of \$64,100,000 differs from the basic aid allocation due to funds spent for the Technology and Applied Science renovation project prior to the decision to move forward with a new building.*

	<u>Original</u>	<u>Revision</u>	<u>Total</u>
Project Budget:			
TAS Renovation	\$8,755,055	\$ (7,446,120)	\$ 1,308,935
ATAS Building	\$ 0	\$69,227,000	\$69,227,000
Total	\$8,755,055	\$61,780,880	\$70,535,935
District Funding Commitment:	\$8,755,055	\$61,780,880	\$70,535,935
Anticipated State Match:	\$ 0	\$ 0	\$ 0
Basic Aid Allocation:	\$1,956,000	\$68,579,935	\$70,535,935

Status: Construction Phase: New Tennis Courts Center (Task #01): Project is approximately 35% complete.

In Progress: Buy-out process for the ATAS Building, New Connector Road & Parking Lot 5-B. Installation of the new tennis courts *base material, rebar, fencing poles, site lighting, domestic water lines, and concrete structures for the site storm drain system. Design process for the baseball field safety netting. Finalization of FF&E purchases for the project.*

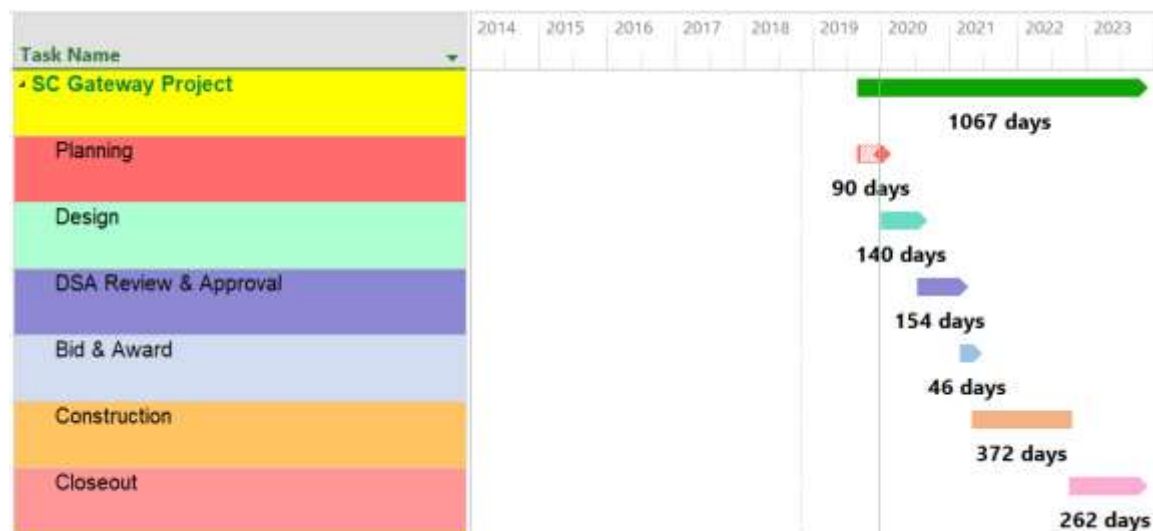
Recently Completed: Installation of concrete retaining wall around courts 7 & 8, and the CMU block walls for the team room building at the new Tennis Courts Center. Staff completed procurement process for the Tennis Center furniture & technology equipment (FF&E) and the owner-furnished 5-row bleachers.

Focus Issue: Finish installation of the Tennis Courts Center fencing, light poles, and start preparation for the tennis courts' concrete slab. Complete the buy-out process for the ATAS Building, New Connector Road & Parking Lot 5B (Increment No. 1). Obtain the approval of Saddleback College executive cabinet and athletics department on the design package for the baseball field safety netting.

3. GATEWAY PROJECT

Project Description: This proposed project will construct a new three-story building of 52,156 assignable square feet (ASF), 77,985 gross square feet (GSF) and will provide a new, highly integrated space for student services and consolidated and expanded interdisciplinary instructional space. This project will reduce the need for portable buildings and set the stage for the Student Services building renovation.

Start Preliminary Plans	Sep 2019	Award Construction Contract	May 2021
Start Working Drawings	Jan 2020	Complete Construction	Oct 2022
Complete Working Drawings	Jul 2020	Advertise for FF&E	Feb 2022
DSA Final Approval	Feb 2021	DSA Close Out	Pending



Budget Narrative: Budget reflects Board action on 6/17/2013, 6/23/2014, 8/22/2016, 6/26/2017, 4/22/2019 and 4/27/2020. On June 17, 2013, the Board approved \$1,545,115. On June 23, 2014, the Board approved a reduction of (\$655,115). On August 22, 2016, the Board approved \$1,936,817. On June 26, 2017, the Board approved \$16,832,003. On April

22, 2019, the Board approved the funding allocation of \$6,599,180. *On April 27, 2020, the Board approved the funding allocation of \$6,800,261.*

	<u>Original</u>	<u>Revision</u>	<u>Total</u>
Project Budget:	\$42,867,000	\$25,294,476	\$68,161,473
District Funding Commitment:	\$12,814,000	\$30,002,473	\$42,816,473
State Match:	\$30,053,000	\$ (4,708,000)	\$25,345,000
Basic Aid Allocation:	\$ 1,545,115	\$31,513,146	\$33,058,261

Status: Working Drawings Phase (90% Construction Documents).

In Progress: Weekly Design & Building Information Modeling coordination meetings.

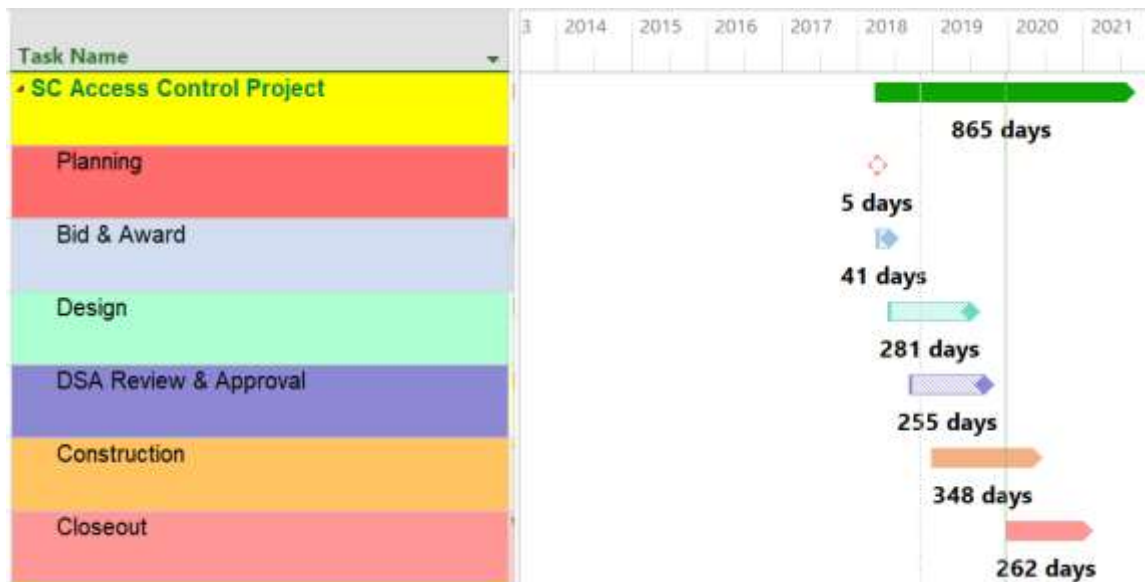
Recently Completed: *Obtained stakeholders sign-off on the 50% Construction Documents. Staff obtained the Department of Conservation – California Geological Survey (CGS) final approval on the Geotechnical Report. Registered the project with the DSA in anticipation for the formal submittal in June 2020.*

Focus: *Receive and complete review of the 90% Construction Documents with Saddleback College executive cabinet and project stakeholders. Kick-off the furniture, fixture and equipment process with Saddleback College executive cabinet. Finalize design of storm water and utility tie-ins and obtain Chancellor's Office approval for change in design.*

4. ACCESS CONTROL PROJECT

Project Description: This project will retrofit 1,535 existing doors campus-wide with electronic door locks to provide access control and enhanced safety. This project is similar to the standard established at the Science Building, with hardware synchronized to software monitored by the Saddleback College Campus Police.

Criteria Development	Apr 2018	Award D/B Contract	May 2018
Start Working Drawings	Jun 2018	Complete Construction	<i>May 2020</i>
Complete Working Drawings	Jul 2019	FF&E	N/A
DSA Final Approval	Jul 2019	DSA Close Out	Pending



Budget Narrative: Budget reflects the Board action on 6/26/2017 and 5/21/2018. On June 26, 2017, the Board approved \$3,000,000 for the District-wide ADA Transition Plan. Saddleback College assigned \$1,600,000 from its share of the ADA transition funds to this project. On May 21, 2018, the Board approved \$4,000,000. Saddleback College also assigned \$1,364,296 from college general funds. Additionally, State Scheduled Maintenance allocations across FY 2015-16, 2016-2017, 2017-2018 total \$4,845,914.

	Original	Revision	Total
Project Budget:	\$11,810,210	\$0	\$11,810,210
District Funding Commitment:	\$ 6,964,296	\$0	\$ 6,964,296
Basic Aid Allocation:	\$ 4,000,000	\$0	\$ 4,000,000
Basic Aid ADA Allocation:	\$ 1,600,000	\$0	\$ 1,600,000
College General Fund:	\$ 1,364,296	\$0	\$ 1,364,296
State Scheduled Maintenance Allocation:	\$ 4,845,914	\$0	\$ 4,845,914

Status: Construction Phase. Phased project with six increments: Increments No. 1, No. 2, No. 3 and No. 4 (BGS, SSC, HS, AGB, LRC, Fine Arts, and CDC) completed. Increment No. 5 construction (PE Buildings and the Grounds Complex) is 80% complete. Increment No. 6 (SM, CEC, Transportation Building, and select Village buildings) is 40% complete. *Less than 110 doors remain out of 1,535.*

In Progress: Increments No. 5 and 6 construction.

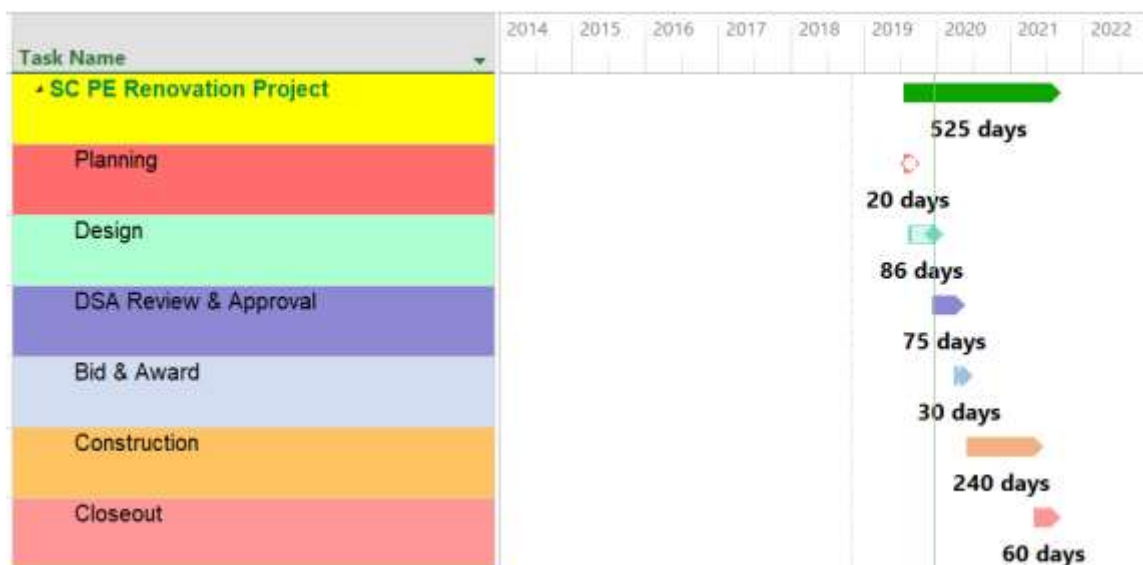
Recently Completed: ADA pathways at AGB and BGS.

Focus: Increment No. 5 (PE Buildings and Grounds Complex) and Increment 6 (SM, CEC, Transportation Building, and select Village buildings) construction.

5. PE RENOVATION

Project Description: This project will renovate the Women's Locker Room to address Title IX regulations and functional issues, install new rooftop HVAC units on the PE 100 building to correct heating and cooling issues, and renovate the restrooms in PE 300 to meet accessibility requirements.

Start Preliminary Plans	Jul 2019	Award Construction Contract	Jul 2020
Start Working Drawings	Aug 2019	Complete Construction	Apr 2021
Complete Working Drawings	Dec 2019	Advertise for Equipment	Nov 2020
DSA Final Approval	Apr 2020	DSA Close Out	Pending



Budget Narrative: Budget reflects Board action on 6/17/2013 and 6/25/2018. On June 17, 2013, the Board approved \$800,000 for the PE 100 HVAC system. Saddleback College contributed \$800,000 in matching funds from the Scheduled Maintenance budget. On June 25, 2018, the Board approved \$1,800,000 for PE Renovation. The college spent basic aid funds of \$211,263 on a previous PE 100 weight-room floor replacement project.

	<u>Original</u>	<u>Revision</u>	<u>Total</u>
Project Budget:	\$3,400,000	\$(211,263)	\$3,188,737
District Funding Commitment:	\$3,400,000	\$(211,263)	\$3,188,737
Basic Aid Allocation:	\$2,600,000	\$(211,263)	\$2,388,737
Local Scheduled Maintenance:	\$ 800,000	\$0	\$ 800,000
Anticipated State Match:	N/A		

Status: *Bid Phase*

In Progress: *Preparing final bid documents and advertising for bid.*

Recently Completed: *DSA approval received.*

Focus: Advertise for bid, pre-bid walk-throughs, and receive bids.

6. Science Math Building

Project Description: The project will downsize and replace the existing Science Math Building to meet the educational needs of Saddleback College for Math and Information Technology. This proposed project will construct a new building of 32,100 assignable square feet (ASF) and 49,385 gross square feet (GSF)

<i>Start Preliminary Plans</i>	<i>Aug 2021</i>	<i>Award Construction Contract</i>	<i>Aug 2023</i>
<i>Start Working Drawings</i>	<i>Feb 2022</i>	<i>Complete Construction</i>	<i>June 2025</i>
<i>Complete Working Drawings</i>	<i>Aug 2022</i>	<i>Advertise for Equipment</i>	<i>May 2024</i>
<i>DSA Final Approval</i>	<i>April 2023</i>	<i>DSA Close Out</i>	<i>Aug 2025</i>



Budget Narrative: Budget reflects Board action on 4/27/2020. On April 27, 2020, the Board approved \$4,300,000.

	<u>Original</u>	<u>Revision</u>	<u>Total</u>
<i>Project Budget:</i>	\$33,325,956	\$0	\$33,325,956
<i>District Funding Commitment:</i>	\$16,624,624	\$0	\$16,624,624
<i>Anticipated State Match:</i>	\$16,701,332	\$0	\$16,701,332
<i>Basic Aid Allocation:</i>	\$4,300,000	\$0	\$4,300,000

Status: FPP Approved

In Progress: N/A

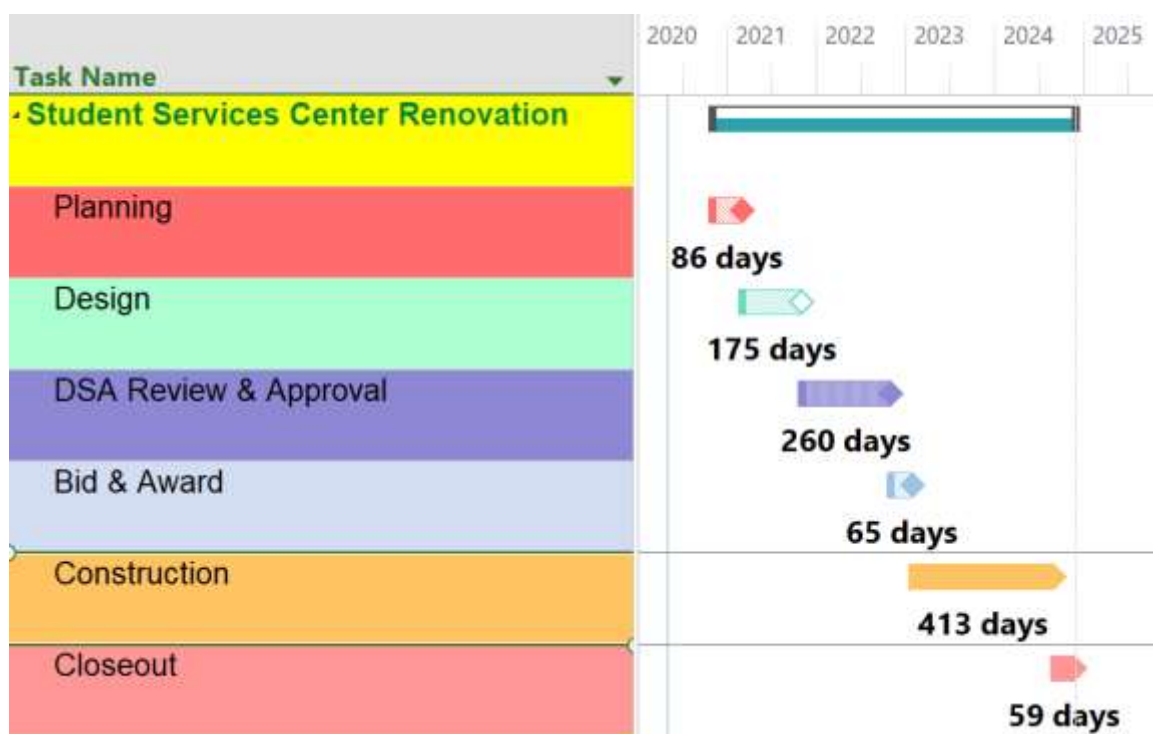
Recently Completed: N/A

Focus: Await funding from the State in fiscal year 2021-2022.

7. Student Services Center Renovation

Project Description: This project will renovate the Student Services building to house offices, read/study (tutoring) space, student support, bookstore, campus food facilities, and student life functions. The project will renovate 41,457 assignable square feet (ASF) and 62,400 gross square feet (GSF)

Start Preliminary Plans	Nov 2020	Award Construction Contract	Jan 2023
Start Working Drawings	Mar 2021	Complete Construction	Aug 2024
Complete Working Drawings	Nov 2021	Advertise for Equipment	Feb 2024
DSA Final Approval	Oct 2022	DSA Close Out	Nov 2024



Budget Narrative: Budget reflects Board action on 4/27/2020. On April 27, 2020, the Board approved \$3,378,275.

	<u>Original</u>	<u>Revision</u>	<u>Total</u>
<i>Project Budget:</i>	\$27,919,625	\$0	\$27,919,625
<i>District Funding Commitment:</i>	\$27,919,625	\$0	\$27,919,625
<i>Anticipated State Match:</i>	\$0	\$0	\$0
<i>Basic Aid Allocation:</i>	\$3,378,275	\$0	\$3,378,275

Status: Pre-planning phase.

In Progress: N/A

Recently Completed: N/A

Focus: Prepare documents for RFQ&P process to procure architectural firm.

7. Village Demolition Renovation

Project Description: This project is phase 1 of multiple demolition phases at the Village. Once the new ATAS building is occupied, the vacated Village buildings 4,5,6,7,20,21,22,25,26,30,31,32,33 and K can be demolished.

<i>Start Preliminary Plans</i>	<i>Mar 2021</i>	<i>Award Construction Contract</i>	<i>Sep 2022</i>
<i>Start Working Drawings</i>	<i>May 2021</i>	<i>Complete Construction</i>	<i>Oct 2023</i>
<i>Complete Working Drawings</i>	<i>Sep 2021</i>	<i>Advertise for Equipment</i>	<i>N/A</i>
<i>DSA Final Approval</i>	<i>May 2022</i>	<i>DSA Close Out</i>	<i>Dec 2023</i>



Budget Narrative: Budget reflects Board action on 4/27/2020. On April 27, 2020, the Board approved \$1,500,000

	<u>Original</u>	<u>Revision</u>	<u>Total</u>
<i>Project Budget:</i>	<i>\$1,500,000</i>	<i>\$0</i>	<i>\$1,500,000</i>
<i>District Funding Commitment:</i>	<i>\$1,500,000</i>	<i>\$0</i>	<i>\$1,500,000</i>
<i>Anticipated State Match:</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>
<i>Basic Aid Allocation:</i>	<i>\$1,500,000</i>	<i>\$0</i>	<i>\$1,500,000</i>

Status: Pre-planning phase.

In Progress: N/A

Recently Completed: N/A

Focus: N/A

IRVINE VALLEY COLLEGE

1. FINE ARTS PROJECT

Project Description: The proposed project will construct three buildings totaling 40,155 assignable square feet (ASF), 57,560 gross square feet (GSF) and will consolidate and expand the Fine Arts department. Art, Art History, Music and Dance instruction will relocate from laboratories currently housed across a number of different buildings on campus. The Fine Arts buildings, located southwest of the existing Performing Arts Center, will include an assembly space, labs and classrooms with some offices. Space will be vacated within the B-100, B-300 and A-300 buildings for future renovation.

Start Preliminary Plans	Sep 2019	Award Construction Contract	Apr 2021
Start Working Drawings	Jan 2020	Complete Construction	Sep 2022
Complete Working Drawings	Jun 2020	Advertise for Equipment	Jan 2022
DSA Final Approval	Jan 2021	DSA Close Out	Pending



Budget Narrative: Budget reflects Board action on 6/17/2013, 6/23/2014, 8/22/2016, 6/26/2017, 4/22/2019, and 4/27/2020. On June 17, 2013, the Board approved \$61,278. On June 23, 2014, the Board approved \$795,000. On August 22, 2016, the Board approved \$1,659,739. On June 26, 2017, the Board approved \$12,932,581. On April 22, 2019, the Board approved the funding allocation of \$7,172,680. On April 27, 2020, the Board approved the funding allocation of \$5,993,256.

	<u>Original</u>	<u>Revision</u>	<u>Total</u>
Project Budget:	\$35,764,278	\$23,504,636	\$59,269,914
District Funding Commitment:	\$10,623,278	\$26,184,636	\$36,807,914
State Match:	\$25,141,000	\$(2,679,000)	\$22,462,000
Basic Aid Allocation:	\$ 61,278	\$28,553,256	\$28,614,534

Status: Working Drawings Phase.

In Progress: Construction Documents.

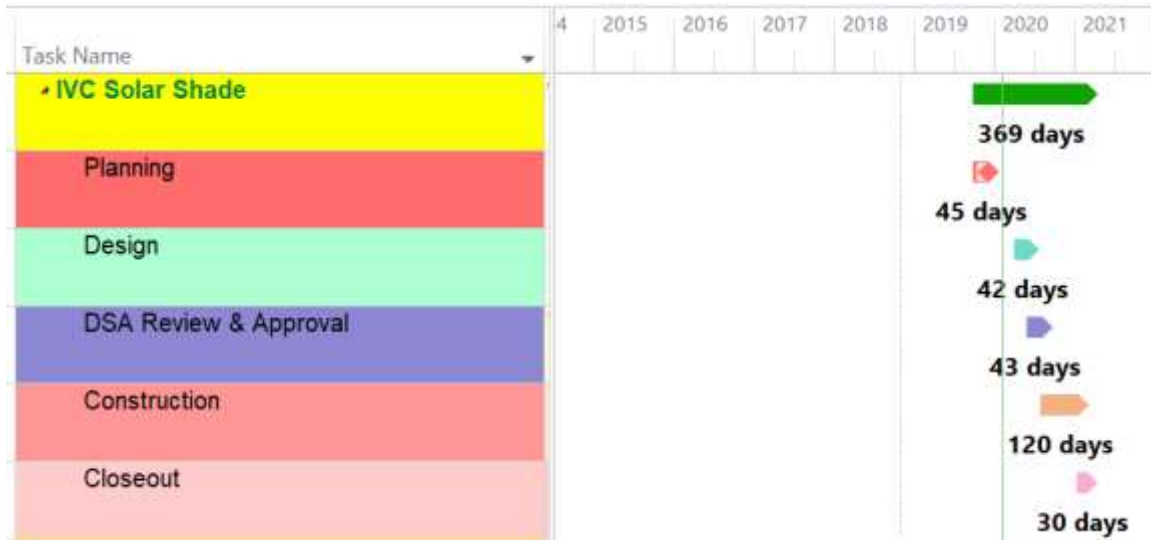
Recently Completed: Receipt of 75% Construction Documents.

Focus: Review of 75% Construction Documents including building finishes. Registration of project with DSA in preparation of design submission in June 2020.

2. PARKING LOT PHASE 1 & 2 AND SOLAR SHADE PROJECT

Project Description: This project includes development of a 190,000 square foot, lighted parking lot creating 594 additional parking spaces. The project includes photovoltaic panels supported on parking canopies and a battery storage system. Both systems will interconnect with the local utility grid and integrate with the campus electrical system, which will be consolidated in response to utility requirements.

Start Preliminary Plans	Jun 2020	Begin construction	Oct 2020
Start Working Drawings	Jul 2020	Complete Construction	Mar 2021
Complete Working Drawings	Aug 2020	Advertise for FF&E	N/A
DSA Final Approval	Sep 2020	DSA Close Out	May 2021



Budget Narrative: Budget reflects Board action on 6/23/2014, 6/22/2015, 8/22/2016, 6/26/2017 and 5/21/2018. On June 23, 2014, the Board approved \$3,010,000. On June 22, 2015, the Board approved \$90,000. On August 22, 2016, the Board approved \$3,655,000 to allow inclusion of the solar shade project and add a connection to the new perimeter road. On June 26, 2017, the Board approved \$733,000. On May 21, 2018, the Board approved \$1,300,000 to include the Phase II parking scope.

	<u>Original</u>	<u>Revision</u>	<u>Total</u>
Project Budget:	\$3,010,000	\$5,778,000	\$8,788,000
District Funding Commitment:	\$3,010,000	\$5,778,000	\$8,788,000
Anticipated State Match:	\$N/A	\$N/A	\$N/A
Basic Aid Allocation:	\$3,010,000	\$5,778,000	\$8,788,000

Status: Bid and Award Phase.

In Progress: Award of agreement pending Board approval on April 27, 2020.

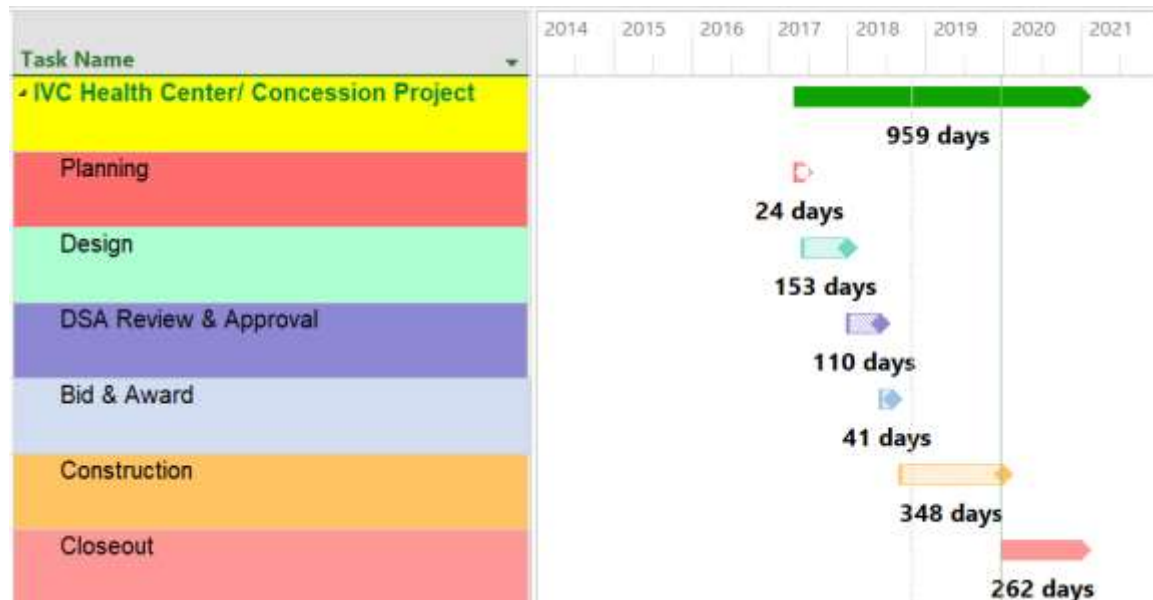
Recently Completed: Negotiation of Solar Shade Canopies contracts.

Focus: Award agreement.

3. HEALTH CENTER/CONCESSION PROJECT

Project Description: This project is a new one-story building with an estimated 2,214 assignable square feet (ASF), 3,730 gross square feet (GSF) dedicated to Health Center services, Sports Medicine, sports concession and toilet facilities. The Health Center will move from the existing Student Services building. The new Health Center/Concession building is located adjacent to the baseball fields and includes baseball bleacher seating for 300.

Start Preliminary Plans	May 2017	Award Construction Contract	Aug 2018
Start Working Drawings	Jul 2017	Complete Construction	Dec 2019
Complete Working Drawings	Jan 2018	Advertise for Equipment	Jun 2019
DSA Final Approval	Jun 2018	DSA Close Out	Mar 2020



Budget Narrative: Budget reflects Board action on 6/22/2015, 8/22/2016, 6/26/2017 and 5/21/2018. On June 22, 2015, the Board approved \$400,000. On August 22, 2016, the Board approved \$5,338,000. On June 26, 2017, the Board approved \$402,000. On May 21, 2018, the Board approved \$1,360,000.

	<u>Original</u>	<u>Revision</u>	<u>Total</u>
Project Budget:	\$5,200,000	\$2,300,000	\$7,500,000
District Funding Commitment:	\$5,200,000	\$2,300,000	\$7,500,000
Anticipated State Match:	\$ 0	\$ 0	\$ 0
Basic Aid Allocation:	\$ 400,000	\$7,100,000	\$7,500,000

Status: Closeout Phase: Project is 100% complete.

In Progress: Warranty Phase.

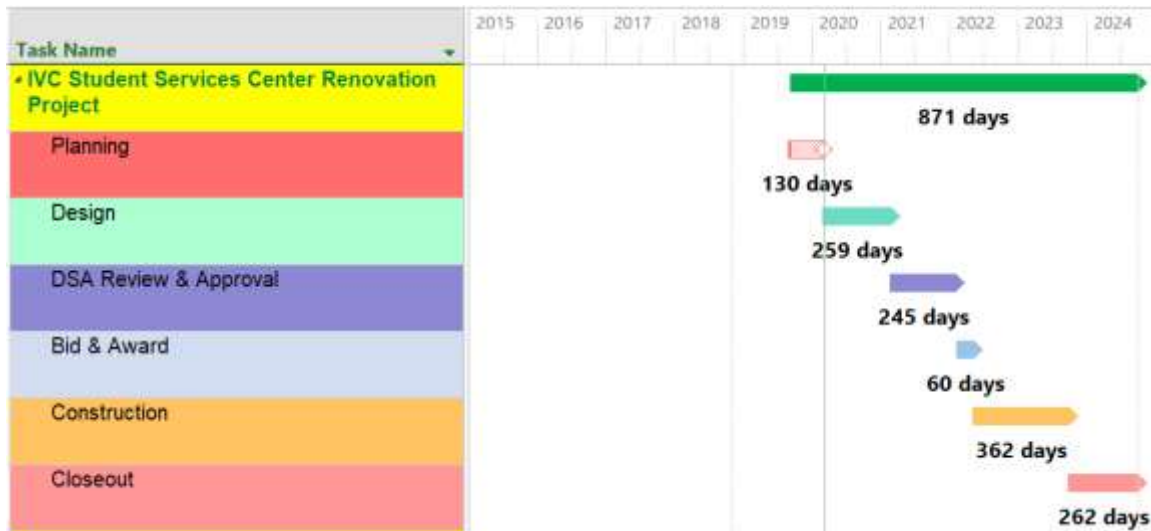
Recently Completed: *DSA certification received.*

Focus: *Eleven-month Warranty inspection in January 2021. This project will be removed from future updates.*

4. STUDENT SERVICES CENTER

Project Description: This project will replace the 30,558 gross square feet (GSF) Student Services Center with two new buildings to correct structural issues, address programming needs, upgrade the food service area, HVAC, electrical, finishes, and provide upgrades to meet ADA requirements. This plan will consolidate all student services into the two buildings with a separate building for food services and student activities.

Start Preliminary Plans	Sep 2019	Award Construction Contract	May 2022
Start Working Drawings	Sep 2020	Complete Construction	May 2024
Complete Working Drawings	Mar 2021	Advertise for Equipment	Aug 2023
DSA Final Approval	Feb 2022	DSA Close Out	Pending



Budget Narrative: Budget reflects Board action on 4/22/2019 and 4/27/2020. On April 22, 2019, the Board approved \$23,850,000. On April 27, 2020, the Board approved \$13,202,189.

	<u>Original</u>	<u>Revision</u>	<u>Total</u>
Project Budget:	\$48,300,000	\$41,700,000	\$90,000,000
District Funding Commitment:	\$48,300,000	\$41,700,000	\$90,000,000
Anticipated State Match:	\$N/A		
Basic Aid Allocation:	\$23,850,000	\$13,202,189	\$37,052,189

Status: Schematic Design Phase.

In Progress: Schematic Design.

Recently Completed: *Borings for geotechnical report. Retained land surveyor for project. Fire hydrant flow testing.*

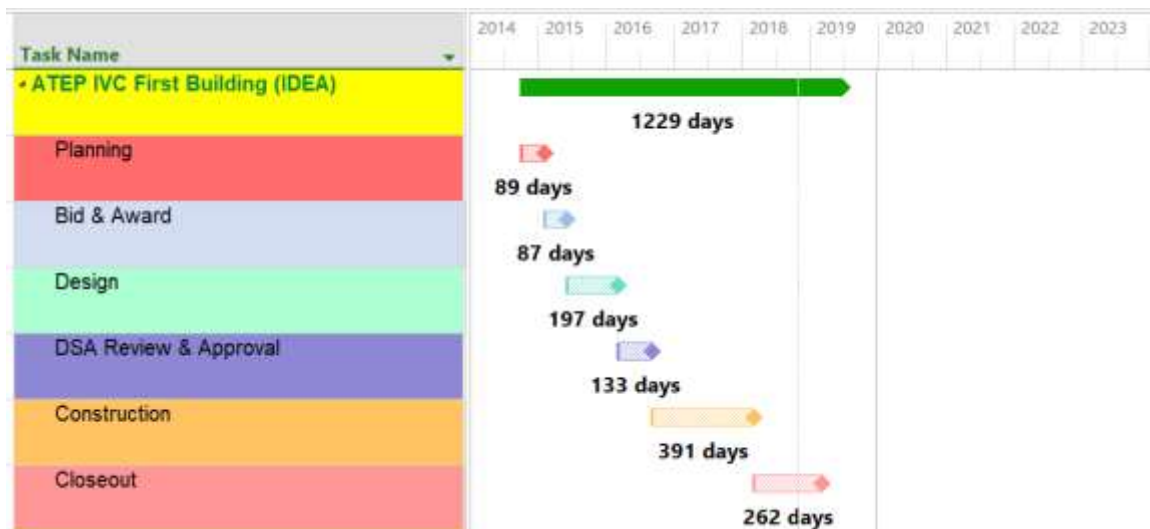
Focus: Work with end users to further develop design.

ATEP

1. ATEP - IVC FIRST BUILDING

Project Description: This project is a new two-story 20,249 assignable square feet (ASF), 32,492 gross square feet (GSF) building. The new ATEP IVC First Building consists primarily of lab classrooms with some lecture classroom space, offices and student support services. The building was designed for automation (HAAS), subtractive and additive 3-D sculpting labs, design model prototyping, electronics, photonics, electrical, engineering computer labs, the testing center and some spaces that represent expansion. In addition to the programs identified during design, a portion of the Adult ESL (English as a second language) and the Emeritus and Community Education offices were moved to the ATEP IDEA building at its opening. The project includes 50kW of solar electric power and is a LEED Gold Equivalent building.

Start Preliminary Plans	Oct 2014	Award D-B Contract	Jun 2015
Start Working Drawings	Jul 2015	Complete Construction	Mar 2018
Complete Working Drawings	Mar 2016	Advertise for FF&E	Sep 2017
DSA Final Approval	Sep 2016	DSA Close Out	Aug 2018



Budget Narrative: Budget reflects Board action on 2/28/2011, 6/23/2014, 6/22/2015, 8/22/2016 and 6/26/2017. On February 28, 2011, the Board approved \$12,500,000, originally allocated to the Phase 3A project budget and transferred to the IVC ATEP First Building with \$8,950,000 additional funds Board approved on June 23, 2014. On June 22, 2015, the Board approved \$3,250,000 for associated parking. On August 22, 2016, the Board approved the FF&E budget of \$1,600,000. The college applied Irvine Valley College RDA funds equaling \$1,250,000 for an expanded lobby and \$700,000 for additional IT equipment. On June 26, 2017, the Board approved \$1,100,000.

	<u>Original</u>	<u>Revision</u>	<u>Total</u>
Project Budget:	\$23,000,000	\$ 6,350,000	\$29,350,000
District Funding Commitment:	\$23,000,000	\$ 6,350,000	\$29,350,000
Anticipated State Match:	\$ 0	\$ 0	\$ 0
Basic Aid Allocation:	\$21,450,000	\$ 5,950,000	\$27,400,000
College Contribution:	\$ 0	\$ 1,950,000	\$ 1,950,000

Status: Project close out.

In Progress: *SCE scheduling photovoltaic system commissioning.* Coordinate warranty related items with contractor.

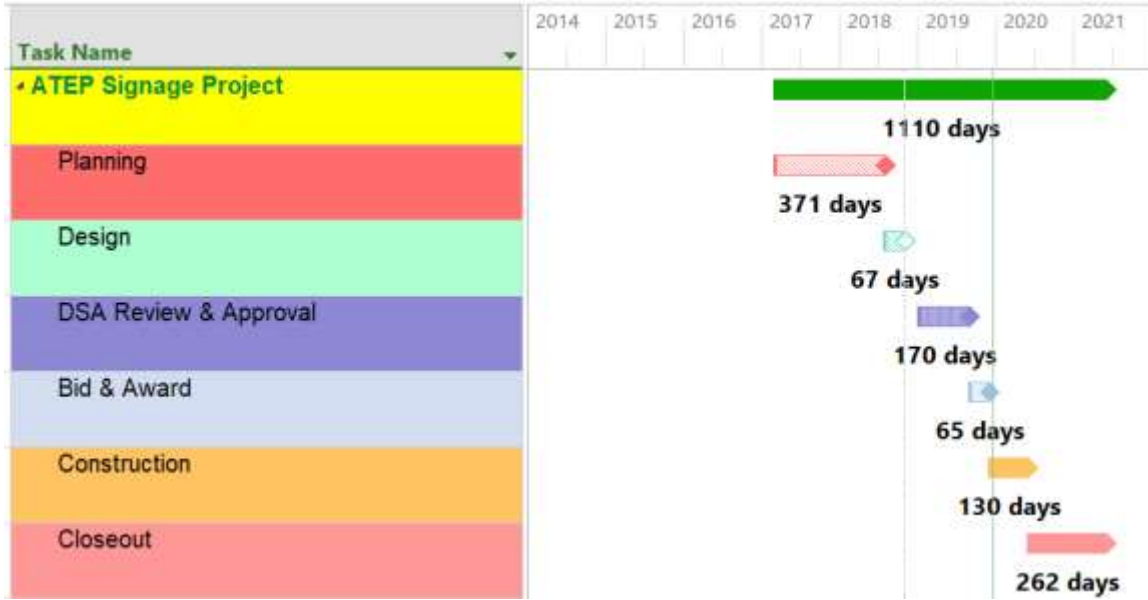
Recently Completed: *Submission of supplemental information requested by SCE.*

Focus: *SCE confirmation of “go live” date. This project will be removed from future updates.*

2. ATEP – SIGNAGE PROJECT

Project Description: Wayfinding signage for ATEP consists of three monument signs, five vehicle signs and one pedestrian sign. This signage will define the campus as a destination, support route planning, clarify entrances and parking, create a main pathway, and establish a standardized naming system.

Start Preliminary Plans	Mar 2017	Award Construction Contract	Nov 2019
Start Working Drawings	Aug 2018	Complete Construction	July 2020
Complete Working Drawings	Apr 2019	Advertise for FF&E	N/A
DSA Final Approval	Aug 2019	DSA Close Out	July 2020



Budget Narrative: Budget reflects Board action on 5/21/2018 and 4/22/2019. On May 21, 2018, the Board approved \$500,000. On April 22, 2019, the Board approved the funding allocation of \$4,431,121.

	Original	Revision	Total
Project Budget:	\$3,000,000	\$1,931,121	\$4,931,121
District Funding Commitment:	\$ 500,000	\$4,431,121	\$4,931,121
Anticipated State Match:	\$ 0	\$ 0	\$ 0
Basic Aid Allocation:	\$ 500,000	\$4,431,121	\$4,931,121

Status: Construction Phase: Project is approximately 40% complete.

In Progress: Forming retaining walls at roundabouts. Fabrication of structural steel and rebar for the signage.

Recently Completed: Poured concrete at roundabout footings.

Focus: Excavation of sign footings, rebar installation at sign footings and fabrication of signage.

3. ATEP – Saddleback College First Building

Project Description: This project is a new state of the art Culinary, Hospitality, Advanced Transportation and Logistics building with an estimated 50,000 gross square feet (GSF).

Start Preliminary Plans	June 2020	Award Construction Contract	Nov 2022
Start Working Drawings	March 2021	Complete Construction	Aug 2024
Complete Working Drawings	Aug 2021	Advertise for Equipment	Aug 2023
DSA Final Approval	Aug 2022	DSA Close Out	Nov 2024



Budget Narrative: On April 27, 2020, the Board approved \$4,300,000 from the 2019-2020 budget and \$4,787,000 from the 2020-2021 budget.

	<u>Original</u>	<u>Revision</u>	<u>Total</u>
<i>Project Budget:</i>	\$75,100,000	\$0	\$75,100,000
<i>District Funding Commitment:</i>	\$75,100,000	\$0	\$75,100,000
<i>Anticipated State Match:</i>	\$0	\$0	\$0
<i>Basic Aid Allocation:</i>	\$4,300,000	\$4,787,000	\$9,087,000

Status: Pre-planning phase.

In Progress: Selection of architectural firm.

Recently Completed: Receipt of architect proposals.

Focus: Award of architect professional services agreement.

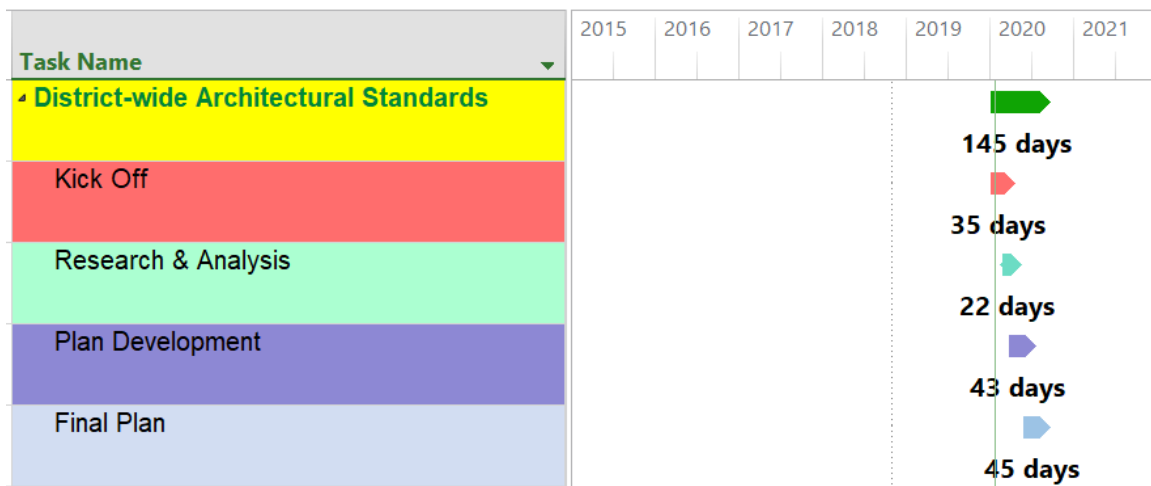
DISTRICT-WIDE

1. ARCHITECTURAL STANDARDS

Project Description: The District-wide Standards will provide all future capital projects with design and construction consistency, operational efficiency, maintainability, accessibility and sustainability while ensuring first class teaching and learning facilities.

These standards will be developed to promote the efficient, predictable, and cost-effective design and construction of all new and modernized facilities, will represent the best value for District expenditures, and will align with the District's long-range goals. The standards will include sections on the 2020 Facilities Master Plan, ATEP Design Standards, Infrastructure Master Plan, Landscape Master Plan, Storm Water Management Plan, Signage and Wayfinding Standards, Easement Plan, Blue Phone/Emergency Plans, Building Information Modeling Standards (BIM), Design Guidelines for offices, classrooms, furniture standards, restrooms, interior building and exterior circulation, and utility rooms, Building Systems Guidelines and Technical Standards and Guidelines.

Kick Off, Phase II	Feb 2020	Start Plan Development	TBD
Start Research/Analysis	Feb 2020	Complete Plan	Jun 2021
Complete Research/Analysis	TBD	Final Plan, Phase II	Jun 2021



Budget Narrative: On April 22, 2019, the Board of Trustees approved \$1,500,000 for the Architectural Standards project.

	<u>Original</u>	<u>Revision</u>	<u>Total</u>
Project Budget:	\$1,500,000	\$0	\$1,500,000
District Funding Commitment:	\$1,500,000	\$0	\$1,500,000
Anticipated State Match:	\$N/A	\$N/A	\$N/A
Basic Aid Allocation:	\$1,500,000	\$0	\$1,500,000

Status: Research and Analysis Phase.

In Progress: Classroom design standard review; *note that review duration was extended due to transition to on-line learning.*

Recently Completed: *Established committees for landscaping and storm drainage.*

Focus: Set appropriate foundation. Define committee responsibilities.

GENERAL NOTES

- Project updates for active projects may be viewed at:
<http://www.socccd.edu/businessservices/ProjectUpdates.html>
- Schedule Table: Bold dates in the schedule table indicate actuals. Items that are not bold indicate anticipated dates.
- Budget Table:
 - When state matches are identified, the project budgets reflect the allocated state match as reported in FUSION for the latest planning year. (FUSION is the State Chancellor's Office database for Capital Outlay.)
 - The "Revisions" column for the State Match category includes changes due to escalation and changes that may have occurred to the state's percentage (i.e. going from an 80% match down to a 50% match) as the economy has changed from the original project approvals to current date. The "Revisions" column for the Basic Aid Allocation will show a total variation to date taking into account both increased and decreased basic aid allocations.
 - The Unassigned category identifies an underfunded budget.
- The Budget Narrative paragraph for each project discusses the history of change to all category amounts over the life of the project.

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: |SOCCCD: Monthly Financial Status Report |

ACTION: Information

BACKGROUND

Monthly General Fund financial reports (EXHIBIT A) are provided to the Board of Trustees to keep members regularly informed of current information and provide an alert to any significant changes in the projected year ending balance. These reports provide district-wide and college financial information.

STATUS

The reports display the adopted budget, revised budget and transactions through April 30, 2020 (EXHIBIT A). A review of current revenues and expenditures for FY 2019-2020 show they are in line with the budget.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
Unrestricted General Fund Income and Expenditure Summary
As of April 30, 2020

		Adopted Budget	Revised Budget	Actual Beg Bal & Receipts/ Expenditures	% Actual to Revised
BEGINNING BALANCE		\$ 77,459,498	\$ 77,459,498	\$ 77,459,498	100.00%
SOURCES OF FUNDS					
REVENUES:					
SCFF Revenue	Various	\$ 161,922,903	\$ 161,922,903	\$ 157,501,732	97.27%
Basic Aid		86,327,097	86,327,097	83,970,007	97.27%
Federal Sources	8100-8199	-	-	-	0.00%
Other State Sources	8600-8699	19,311,977	19,311,977	8,367,255	43.33%
Other Local Sources	8800-8899	19,276,659	19,276,659	20,849,933	108.16%
Total Revenue		286,838,636	286,838,636	270,688,927	94.37%
OTHER FINANCING SOURCES					
Sale of Surplus	8910-8919	\$ 195,000	\$ 195,000	\$ 209,996	107.69%
Incoming Transfers	8980-8989	8,786,000	8,786,000	6,461,145	73.54%
Total Other Sources		8,981,000	8,981,000	6,671,141	74.28%
TOTAL SOURCES OF FUNDS		295,819,636	295,819,636	277,360,068	93.76%
USES OF FUNDS					
EXPENDITURES:					
Academic Salaries	1000-1999	\$ 88,204,673	\$ 88,165,051	\$ 69,884,238	79.27%
Classified Salaries	2000-2999	47,775,711	47,980,946	33,727,349	70.29%
Employee Benefits	3000-3999	62,861,316	62,870,506	41,206,724	65.54%
Supplies & Materials	4000-4999	2,250,909	2,317,807	1,250,885	53.97%
Services & Other Operating	5000-5999	21,178,275	20,782,190	12,827,634	61.72%
Capital Outlay	6000-6999	1,060,782	1,215,166	395,538	32.55%
Total Expenditures		223,331,666	223,331,666	159,292,368	71.33%
OTHER FINANCING USES:					
Transfers Out	7300-7399	\$ 819,721	\$ 819,721	\$ 819,721	100.00%
Basic Aid Transfers Out	7300-7399	91,000,966	91,000,966	91,000,966	100.00%
Other Transfers	7400-7499	-	-	-	0.00%
Payments to Students	7500-7699	-	-	-	0.00%
Total Other Uses		91,820,687	91,820,687	91,820,687	100.00%
TOTAL USES OF FUNDS		315,152,353	315,152,353	251,113,055	79.68%
SURPLUS / (DEFICIT)		(19,332,717)	(19,332,717)	26,247,013	
ENDING FUND BALANCE		\$ 58,126,781	\$ 58,126,781	\$ 103,706,511	
COMPONENTS OF ENDING BALANCE					
Reserve for Economic Uncertainties		\$ 33,469,676	\$ 33,469,676		
Reserve for Unrealized Tax Collections (Basic Aid)		17,145,419	17,145,419		
Nondesignated Ending Balance		7,511,686	7,511,686		
		\$ -	\$ -		

NOTE: As of April 30, 2019 actual revenues to date were **96.71%** and actual expenditures to date were **79.09%** of the revised budget to date.

SADDLEBACK COLLEGE

Unrestricted General Fund Income and Expenditure Summary
As of April 30, 2020

		Adopted Budget	Revised Budget	Actual Beg Bal & Receipts/ Expenditures	% Actual to Revised
BEGINNING BALANCE		\$ 12,551,485	\$ 12,551,485	\$ 12,551,485	100.00%
SOURCES OF FUNDS					
REVENUES:					
SCFF Revenue	Various	\$ 89,535,410	\$ 89,535,410	\$ 87,090,720	97.27%
Basic Aid		-	-	-	0.00%
Federal Sources	8100-8199	-	-	-	0.00%
Other State Sources	8600-8699	6,753,131	6,753,131	4,762,250	70.52%
Other Local Sources	8800-8899	8,110,540	8,110,540	7,391,995	91.14%
Total Revenue		104,399,081	104,399,081	99,244,965	95.06%
OTHER FINANCING SOURCES					
Sale of Surplus	8910-8919	\$ 117,081	\$ 117,081	\$ 126,082	107.69%
Incoming Transfers	8980-8989	5,147,000	5,147,000	2,778,258	53.98%
Total Other Sources		5,264,081	5,264,081	2,904,340	55.17%
TOTAL SOURCES OF FUNDS		109,663,162	109,663,162	102,149,305	93.15%
USES OF FUNDS					
EXPENDITURES:					
Academic Salaries	1000-1999	\$ 51,281,306	\$ 51,366,119	42,308,342	82.37%
Classified Salaries	2000-2999	22,154,124	22,159,682	15,429,228	69.63%
Employee Benefits	3000-3999	28,596,060	28,597,059	22,679,384	79.31%
Supplies & Materials	4000-4999	1,226,610	1,258,912	710,108	56.41%
Services & Other Operating	5000-5999	8,694,544	8,414,190	5,176,208	61.52%
Capital Outlay	6000-6999	872,282	1,028,964	306,522	29.79%
Total Expenditures		112,824,926	112,824,926	86,609,792	76.76%
OTHER FINANCING USES:					
Transfers Out	7300-7399	\$ 389,721	\$ 389,721	\$ 389,721	100.00%
Basic Aid Transfers Out	7300-7399	-	-	-	0.00%
Other Transfers	7400-7499	-	-	-	0.00%
Payments to Students	7500-7699	-	-	-	0.00%
Total Other Uses		389,721	389,721	389,721	100.00%
TOTAL USES OF FUNDS		113,214,647	113,214,647	86,999,513	76.84%
SURPLUS / (DEFICIT)		(3,551,485)	(3,551,485)	15,149,792	
ENDING FUND BALANCE		\$ 9,000,000	\$ 9,000,000	\$ 27,701,277	
COMPONENTS OF ENDING BALANCE					
Reserve for Economic Uncertainties		\$ 9,000,000	\$ 9,000,000		
Reserve for Unrealized Tax Collections (Basic Aid)		-	-		
Nondesignated Ending Balance		-	-		
		\$ -	\$ -		

NOTE: As of April 30, 2019 actual revenues to date were **94.64%** and actual expenditures to date were **74.91%** of the revised budget to date.

IRVINE VALLEY COLLEGE

Unrestricted General Fund Income and Expenditure Summary
As of April 30, 2020

		Adopted Budget	Revised Budget	Actual Beg Bal & Receipts/ Expenditures	% Actual to Revised
BEGINNING BALANCE		<u>\$ 4,953,550</u>	<u>\$ 4,953,550</u>	<u>\$ 4,953,550</u>	100.00%
SOURCES OF FUNDS					
REVENUES:					
SCFF Revenue	Various	\$ 58,103,728	\$ 58,103,728	\$ 56,517,254	97.27%
Basic Aid		-	-	-	0.00%
Federal Sources	8100-8199	-	-	-	0.00%
Other State Sources	8600-8699	4,494,323	4,494,323	3,169,546	70.52%
Other Local Sources	8800-8899	11,166,119	11,166,119	10,574,201	94.70%
Total Revenue		<u>73,764,170</u>	<u>73,764,170</u>	<u>70,261,001</u>	95.25%
OTHER FINANCING SOURCES					
Sale of Surplus	8910-8919	\$ 77,919	\$ 77,919	\$ 83,914	107.69%
Incoming Transfers	8980-8989	2,799,000	2,799,000	1,286,387	45.96%
Total Other Sources		<u>2,876,919</u>	<u>2,876,919</u>	<u>1,370,301</u>	47.63%
TOTAL SOURCES OF FUNDS		<u>76,641,089</u>	<u>76,641,089</u>	<u>71,631,302</u>	93.46%
USES OF FUNDS					
EXPENDITURES:					
Academic Salaries	1000-1999	\$ 33,313,128	\$ 33,338,138	\$ 26,770,438	80.30%
Classified Salaries	2000-2999	14,987,798	15,036,798	10,631,187	70.70%
Employee Benefits	3000-3999	19,862,355	19,871,778	14,892,260	74.94%
Supplies & Materials	4000-4999	908,249	935,348	497,181	53.15%
Services & Other Operating	5000-5999	5,932,609	5,830,314	2,958,627	50.75%
Capital Outlay	6000-6999	90,500	82,263	17,958	21.83%
Total Expenditures		<u>75,094,639</u>	<u>75,094,639</u>	<u>55,767,651</u>	74.26%
OTHER FINANCING USES:					
Transfers Out	7300-7399	\$ -	\$ -	\$ -	0.00%
Basic Aid Transfers Out	7300-7399	-	-	-	0.00%
Other Transfers	7400-7499	-	-	-	0.00%
Payments to Students	7500-7699	-	-	-	0.00%
Total Other Uses		<u>-</u>	<u>-</u>	<u>-</u>	0.00%
TOTAL USES OF FUNDS		<u>75,094,639</u>	<u>75,094,639</u>	<u>55,767,651</u>	74.26%
SURPLUS / (DEFICIT)		1,546,450	1,546,450	15,863,651	
ENDING FUND BALANCE		<u>\$ 6,500,000</u>	<u>\$ 6,500,000</u>	<u>\$ 20,817,201</u>	
COMPONENTS OF ENDING BALANCE					
Reserve for Economic Uncertainties		\$ 6,500,000	\$ 6,500,000		
Reserve for Unrealized Tax Collections (Basic Aid)		-	-		
Nondesignated Ending Balance		-	-		
		<u>\$ -</u>	<u>\$ -</u>		

NOTE: As of April, 2019 actual revenues to date were **96.88%** and actual expenditures to date were **77.81%** of the revised budget to date.

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: |SOCCCD: Quarterly Investment Report |

ACTION: Information

BACKGROUND

Government Code Section 53646 states that local agencies in California, including educational institutions, may render an annual statement of investment policy and a quarterly investment report to their local governing board. In addition, BP 3102 requires a quarterly report on the district's investments.

STATUS

As of the quarter ending on March 31, 2020, our cash balances were \$368,388,526.05 in the Orange County Investment Pool (OCIP), and the OCIP investment pool is yielding an average of 1.99% compared to prior quarter of 2.15%.

The cash balances for the Local Agency Investment Fund (LAIF) Pooled Investment were \$27,750,007.43, and the LAIF investment pool is yielding an average of 2.03% compared to prior quarter of 2.29%.

Both pools are highly liquid, with overnight wire transfers available upon request.

TO: Board of Trustees
FROM: Kathleen F. Burke, Chancellor
RE: SOCCCD: Retiree (OPEB) Trust Fund
ACTION: Information

BACKGROUND

In April 2008, the Board of Trustees authorized the establishment of an irrevocable trust to comply with GASB No. 43 (Financial Reporting for Postemployment Benefit Plans Other Than Pensions) and GASB No. 45 (Accounting and Financial Reporting by Employers for Postemployment Benefits other than Pensions). The trust was established with the Benefit Trust Company and is administered through the Futuris Public Entity Trust Program.

STATUS

This report is for the period ending March 31, 2020 (EXHIBIT A).

For March, the portfolio was composed of 41.0% common stocks (domestic and international) and 59.0% fixed funds (bonds). The portfolio's performance decreased -10.11%, ending with a fair market value of \$113,802,302 and an annualized return of 4.54% since inception.



April 14, 2020

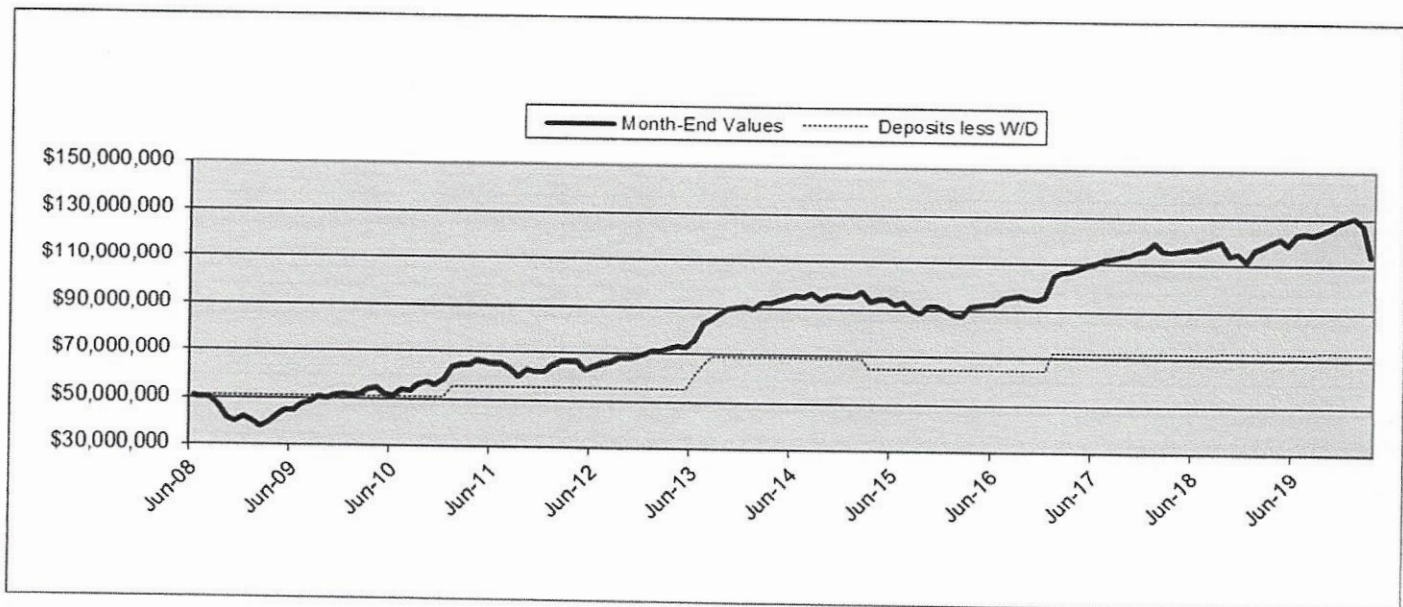
South Orange County Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692

Re: South Orange County CCD Retiree (OPEB) Irrevocable Trust

With a fair market value on March 31st of \$113,802,301.63 your portfolio's performance was down -10.11% for the month and up 4.54% on an annualized basis since the June 24th, 2008 inception date net of program fees.

Your portfolio ended the month as a diversified mix of equity funds (41.0%) and fixed income funds (59.0%). It was designed to be invested over a long time frame. Total deposits in the amount of \$77,214,430.38 have been received since inception. \$4,000,000 was withdrawn from the trust on March 19, 2015. Below is the performance of your portfolio for various time frames since inception.

<u>Performance</u>	<u>March 2020</u>	<u>Year-To-Date</u>	<u>Annualized Since Inception</u>
South Orange CCCD	-10.11%	-12.07%	4.54% annualized return
S&P 500	-12.35%	-19.60%	8.45% (Domestic Stocks)
MSCI EAFE	-13.35%	-22.83%	0.85% (International stocks)
Barclays Aggregate	-0.59%	3.14%	4.32% (Domestic Bonds)
Barclays Global	-2.24%	-0.33%	2.75% (Global Bonds)



Very truly yours,

Scott W. Rankin
Senior Vice President

Benefit Trust - Retiree (OPEB) Trust

Month - Year	Contributions	Contribution Balance	Month-End Investment Values
June-08	\$ 50,791,103	\$ 50,791,103	\$ 50,589,708
June-09	\$ -	\$ 50,791,103	\$ 44,706,214
June-10	\$ -	\$ 50,791,103	\$ 51,342,419
June-11	\$ 4,618,708	\$ 55,409,811	\$ 65,060,898
June-12	\$ -	\$ 55,409,811	\$ 64,788,984
June-13	\$ 5,000,000	\$ 60,409,811	\$ 76,038,439
June-14	\$ 8,389,913	\$ 68,799,724	\$ 95,689,395
June-15	\$ (4,000,000)	\$ 64,799,724	\$ 92,222,506
June-16	\$ -	\$ 64,799,724	\$ 92,851,363
June-17	\$ 6,876,878	\$ 71,676,602	\$ 110,063,884
June-18	\$ -	\$ 71,676,602	\$ 116,478,409
June-19	\$ 1,053,093	\$ 72,729,695	\$ 123,157,480
July-19	\$ -	\$ 72,729,695	\$ 123,449,353
August-19	\$ -	\$ 72,729,695	\$ 123,206,435
September-19	\$ 484,735	\$ 73,214,430	\$ 124,020,036
October-19	\$ -	\$ 73,214,430	\$ 125,685,619
November-19	\$ -	\$ 73,214,430	\$ 127,644,117
December-19	\$ -	\$ 73,214,430	\$ 129,424,431
January-20	\$ -	\$ 73,214,430	\$ 130,366,882
February-20	\$ -	\$ 73,214,430	\$ 126,599,286
March-20	\$ -	\$ 73,214,430	\$ 113,802,302
	\$ 73,214,430		

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Pension Stabilization Trust Fund

ACTION: Information

BACKGROUND

In March 2016, the Board of Trustees authorized the District to join the California Public Entity Pension Stabilization Irrevocable Trust to set aside funds to offset the cost increases related to the STRS and PERS retirement systems pension liabilities. The trust was established with the Benefit Trust Company and Morgan Stanley as the registered investment advisor.

STATUS

This report is for the period ending March 31, 2020 (EXHIBIT A). The portfolio is composed of 12.0% equity funds and 88.0% fixed income mutual funds. The portfolio's performance for the quarter decreased -5.15%, ending with a fair market value of \$26,238,053. The annualized return since inception is 1.90%. In this quarter, \$2,073,030 was withdrawn and transferred to the colleges and district services to offset increased pension costs.

April 14, 2020

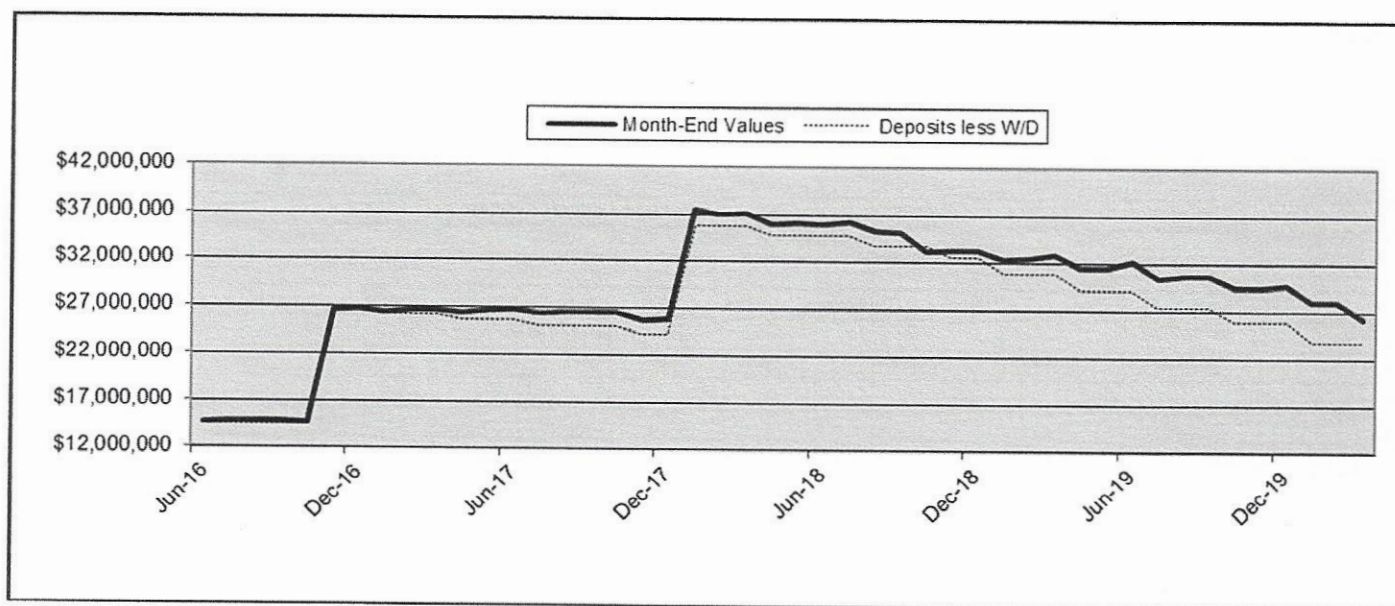
South Orange County Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692

Re: South Orange County CCD Pension Stabilization Irrevocable Trust

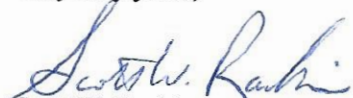
With a fair market value on March 31st of \$26,238,052.90 your portfolio's performance was down -5.15% for the quarter and up 1.90% on an annualized basis since the June 16, 2016 inception date net of program fees.

Your portfolio ended the month as a diversified mix of equity funds (12.0%) and fixed income funds (88.0%). It was designed to be invested over an intermediate time frame. A total of \$39,700,000 has been deposited in various installments since the June 16, 2016 inception date, while \$15,902,846 has been withdrawn over time to fund pension contributions. Below is the performance of your portfolio for various time frames since inception.

<u>Performance</u>	<u>1st Quarter 2020</u>	<u>Year-To-Date</u>	<u>Annualized Since Inception</u>
South Orange CCCD PST	-5.15%	-5.15%	1.90% annualized return
S&P 500	-19.60%	-19.60%	7.86% (Domestic Stocks)
MSCI EAFE	-22.83%	-22.83%	1.89% (International stocks)
Barclays Aggregate	3.14%	3.14%	3.36% (Domestic Bonds)
Barclays Global	-0.33%	-0.33%	1.52% (Global Bonds)



Very truly yours,


Scott W. Rankin
Senior Vice President

Pension Stabilization Trust

EXHIBIT A
Page 2 of 2

Month - Year	Contributions	Contribution Total	Withdrawals	Ending Value
June-2016	14,500,000	14,500,000	-	14,633,971
September-2016	-	14,500,000	-	14,817,905
December-2016	12,600,000	27,100,000	407,038	26,758,346
March-2017	-	27,100,000	623,771	26,627,198
June-2017	-	27,100,000	476,582	26,672,038
September-2017	-	27,100,000	576,098	26,439,611
December-2017	-	27,100,000	788,093	25,829,514
March-2018	12,600,000	39,700,000	1,076,350	37,122,840
June-2018	-	39,700,000	1,025,678	35,977,782
September-2018	-	39,700,000	1,063,186	35,113,127
December-2018	-	39,700,000	1,205,047	33,205,615
March-2019	-	39,700,000	1,657,268	32,819,620
June-2019	-	39,700,000	1,640,570	32,089,876
September-2019	-	39,700,000	1,764,708	30,690,094
December-2019	-	39,700,000	1,525,427	29,673,380
March-2020	-	39,700,000	2,073,030	26,238,053

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: Reports from Administration

ACTION: None

Reports by the following individuals may be written and submitted through the docket process prior to distribution of the Board agenda packet.

Speakers are limited up to two minutes each.

Chancellor
Acting President, Irvine Valley College
Saddleback College President



DATE: May 4, 2020
TO: Members of the Board of Trustees
FROM: Chancellor Kathleen F. Burke, Ed.D.
SUBJECT: District Services Report for May 18, 2020 Board of Trustees Meeting

Irvine Valley College Presidential Candidate Forums

On May 5, 6, and 7, the Irvine Valley College public forums were held online, where the SOCCCD community had an opportunity to hear from the three finalists for an hour and a half of questions and answers. Immediately after each forum, the viewing public could provide feedback through dedicated surveys to aid the hiring committee and myself in the final evaluation of each candidate. Given the current state of our social distancing, tele-work, and online learning—I believe the virtual forums were effective. Participants at every level were flexible and creative during this time, which reaffirms the district-wide commitment and excitement for selecting new leadership for Irvine Valley College. Many thanks to the Board of Trustees and the coordinating staff that helped make the public forums successful. We look forward to providing an update about the final selection and announcing that individual to the campus and greater community soon.

IVC President Candidate Forum Tuesday, May 5, 2-3:30 pm



You are invited to attend a Zoom forum to meet Dr. Jonathan King, a candidate for IVC President. For information about the candidates and how to participate in the forum, click below:

[CANDIDATE FORUM](#)

IVC President Candidate Forum Wednesday, May 6, 2-3:30 pm



You are invited to attend a Zoom forum to meet Dr. Brian Sanders, a candidate for IVC President. For information about the candidates and how to participate in the forum, click below:

[CANDIDATE FORUM](#)

IVC President Candidate Forum Thursday, May 7, 2-3:30 pm



You are invited to attend a Zoom forum to meet Dr. John Hernandez, a candidate for IVC President. For information about the candidates and how to participate in the forum, click below:

[CANDIDATE FORUM](#)



DISTRICT SERVICES

CLASSIFIED

EMPLOYEE
OF THE YEAR

DANIELLE MILLER

District Services Employee of the Year

In coordination with California Classified School Employee Week, we are proud to recognize the Outstanding Classified Employees of the Year during the May board meeting. Each awardee was selected through a different campus process and will be recognized through a special communication. On behalf of District Services, Danielle Miller, a Buyer in the Procurement Department was selected for this special recognition. Danielle received several nominations, including from her direct supervisor, Nick Newkirk, who said, *"During her less than one and a half years with the District, Danielle has consistently proven herself to be a valuable asset to the Procurement team and the District as a whole. Specifically, Danielle's support and assistance to the college FMO throughout the transition to CUPCAA and PlanetBids has been invaluable. Her assistance in meeting the unique and time sensitive procurement needs of the District and colleges' Technology departments has resulted in the departments being able to meet the needs of students District-wide."*

New SOCCCD Student Trustee



For the first time, the new student trustee has been selected by her peers from both Irvine Valley College and Saddleback College. In years past, the elections for the student trustee position rotated between colleges. This year, the election was held district-wide, as the student trustee is elected to represent all students. Rose Esfandiari of IVC, was duly elected and will be sworn-in during the May board meeting. My office and I have already started to work with Rose to orient her to the position and explain how we can support her throughout the year in this new role. Some of Rose's goals as student trustee are to communicate effectively through Irvine Valley College and Saddleback College students with the Board of Trustees. She aims to provide students' perspectives at every board meeting through ongoing collaborations.



TO: Kathleen F. Burke, Chancellor, and Members of the Board of Trustees

FROM: Cindy Vyskocil, EdD, Acting President

DATE: May 7, 2020

SUBJECT: **President's Report for the May 18, 2020 Board of Trustees Meeting**

Campuswide

Departments Band Together to Support Students

This past month, departments across campus have been working collaboratively to support students in response to COVID-19, providing relief such as bags of food, emergency grants, and one-on-one personal help. The Foundation teamed up with the Student Equity and Achievement Program Coordinators to provide up to \$500,000 in emergency grants directly to students in need. In addition to these funds, the Office of Student Life, in coordination with the Associated Students of IVC, is providing Te'Veannah Smith Emergency Grants, which will come in the form of \$500 one-time disbursements to help those in need during this crisis.

In addition to the direct aid happening around campus, the Office of Student Equity has worked together with administrators, faculty, and staff across campus to produce a video for students called IVC: We Are Here to Help. This video features faculty and staff speaking from their own homes to share the message that while we may not be on campus, we are all here to support each other. It is important that students understand that while the physical campus may be closed, our virtual campus is open and we are all here to support students in new and creative ways.

Counselor Tiffani Gamboa has partnered with the Marketing and Creative Services department to create the Wellness Wednesday Workshop Series, a new social media campaign for students to help them de-stress during these times. These workshops will feature different simple arts and crafts that can be done at home with everyday household items. In one stress-busting arts and crafts activity that was recently shared with students, collage art, students were invited to make creative collages with magazine clippings. Wellness Wednesdays are scheduled every Wednesday until the end of the spring semester.



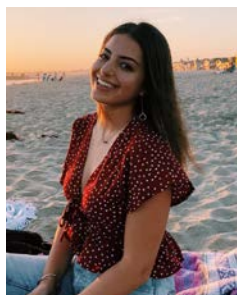
IDEA

UCI-IVC Engineering Academy Information Session Held Via Zoom

On Thursday, April 23, the UCI-IVC Engineering Academy Information Session was held via Zoom. Nearly 50 participants, 17 of whom were potential Academy students, tuned in to learn more about the partnership between Irvine Valley College and the University of California, Irvine (UCI), as well as the benefits of the Engineering Academy at IVC. The session kicked off with a welcome from Senior Administrative Assistant Caitlin Fuller, who was also the facilitator. Guest speakers included Dr. Gregory N. Washington, dean of the UCI Samueli School of Engineering; Debbie Vanschoelandt, dean of the School of Integrated Design, Engineering, and Automation (IDEA); Judith Benavidez, counselor for the Engineering Academy; Robin Jeffers and Christy King, director and associate director of undergraduate student affairs at UCI; and Matt Wolken, department chair of the School of IDEA. Students Fernando Kawall, who graduated from the electrical engineering program in 2019; David Lujan, from mechanical engineering cohort 1; and Lynnsey Davison, from electrical engineering cohort 1, also shared their experience as engineering students. In addition to this, the session featured a three-minute video created by Jeff Hyland in the Department of Marketing and Creative Services that gave attendees an opportunity to tour the IDEA building virtually.

Student Life

ASIVC Election Results Are In!



Rose Esfandiari



Brianna Ross

The Office of Student Life is pleased to announce the names of the newly appointed student trustee and ASIVC student officers for the 2020-2021 school year. Rose Esfandiari is the new student trustee and will take office next month. Brianna Ross is the new ASIVC president and will begin her term the first business day after the spring semester ends. Five vice presidents were also appointed and will serve as the ASIVC president's executive cabinet.

They are Tristan Vu, executive vice president; Brandon Liang, vice president of budget and finance; Angelina Dohr, vice president of external affairs; Bahar Khezri, vice president of public relations; and Yea Ju Chang, vice president. Ten senators are currently serving and another eight will be selected in the fall to give students a greater opportunity to be more involved.

Students also ratified a new organizational structure and bylaws for ASIVC that strengthens their leadership responsibilities by bringing the entire body under one roof, enabling them to serve as one collective voice for the students. Moving forward, they will be able to better represent students on campus by proactive participation in shared governance on campus and in the district.

Theatre and Campus Police

Masks Made for Essential Employees



The costume shop, run by Nancy Taylor and Nancy Bracken, has been making masks for essential employees still on campus. Taylor and Bracken started the project at the beginning of April by using leftover fabric from the shop as well as fabric from their own home closets. Though supplies were scarce in the beginning, they overcame hurdles and have made over 200 masks to date.

The IVC Campus Police Department has also had some assistance with masks. Christina Romero, wife of Lieutenant Phil Romero, made masks for all 15 members of the department. Thanks to the efforts of everyone, employees on campus are able to stay safe. Congratulations to all on a job well done!



Respectfully Submitted,



Cindy Vyskocil
Acting President



SADDLEBACK COLLEGE

28000 Marguerite Parkway • Mission Viejo, CA 92692
949.582.4500 • www.saddleback.edu

TO: Members of the Board of Trustees
Chancellor Kathleen F. Burke, Ed.D.

FROM: Dr. Elliot Stern, President

SUBJECT: Report for May 18, 2020 Board of Trustees Meeting

Fall Semester Schedule to Offer Mostly Online Instruction

Saddleback's fall class schedule has been published and offers students four options for online learning: fully online with no required live meetings, fully online with some scheduled meeting times, fully online with regularly scheduled meetings, and mostly online (hybrid) with some scheduled online meetings and a limited number of on-campus meetings where possible. These options were thoughtfully scheduled to allow for the possibility of offering a greater portion of the classes in person should conditions allow the college to do so, and without causing any scheduling conflicts for students.

In his update to all employees and in a separate email to students, President Stern explained the criteria needed to re-open the college, and why the many complexities of reopening during a pandemic has made it necessary to plan on offering most classes online this fall. The criteria, which is still to be fulfilled, includes increased testing to allow public health officials identify the patients that need to be traced, tracked, treated, and isolated; and reduction of disease transmission to the point where those infected, on average, infect less than one person each, such that the curve descends to where we have enough public officials to trace, track, and isolate all who become ill.

Further, the update explained that if Governor Newsom does lift restrictions on colleges, decisions about Saddleback's phased return to normal will be based on the college criteria set by our Emergency Operations Policy Team: (1) prevention of Covid-19 transmission on campus through social distancing; (2) maintaining the psychological well-being and wellness of students and employees; (3) learning continuity so that learning outcomes can be achieved, including those that require hands-on activity that can't be substituted with virtual experiences; (4) ensuring that students remain successful and are able to complete their educational goals despite the change in learning modalities; and (5) equitable access and achievement for all students, regardless of their access to technology and life circumstances.

Covid-19 Emergency Fund for Students Made Possible with CARES Grant

The recent passage of the CARES Act in Congress has enabled the college to allocate funds to help students who have been directly impacted by circumstances related to the Covid-19 pandemic.

Students were notified April 17 of the funds and were invited to submit an application by May 1 if they need help to pay for housing, food, basic technology to assist with online learning, and other needs related to the pandemic. More than 1,500 applications were submitted in the first three hours following notification of the fund, and approximately 2,700 total applications were submitted. Initial funds were disbursed in early May as the college continued to plan for additional rounds of disbursements.

All students who are facing financial uncertainty due to the pandemic – including those who may already be receiving financial aid – were invited to submit the Covid-19 Emergency Fund Application.

President's Update Live Brings Employees Together for Informational Meeting and Inspiring Demonstrations

Dr. Stern hosted all employees to the President's Update Live on Friday, April 24 and Friday, May 8, where updates were provided on such topics as enrollment management, the Covid-19 Emergency Fund, and virtual commencement; and faculty provided live demonstrations on making Irish soda bread that doesn't require yeast, and exercises that can help us stay fit while working from home. The mood was lively and the feedback praised the meeting's spontaneity and positivity.

Campus Technology Magazine Highlights Planning for Fall Semester at Saddleback

Campus Technology Magazine interviewed Dr. Stern and published the interview in its May 1 edition, focusing particularly on instruction during the pandemic and how the college has made decisions using data, as well as how the decisions have been communicated with students. The entirety of the interview can be read at www.campustechnology.com.

Saddleback Now Offers More Than 50 Fully Online Degrees and Certificates

Saddleback College has long been a leader in online education and is now offering 53 fully online degrees and certificates. Saddleback ranks first of all California community colleges in online class offerings in both the fall and spring semesters. Our online student success rates are higher than most community colleges, and data before March 19 showed that our students who take classes online perform better than students in face-to-face classes. Our success in online education is a major theme in our marketing efforts for summer class enrollment.

New Partnership Offers Immigration Legal Services to Students

The Division of Student Equity and Special Programs has partnered with the Coalition for Humane Immigrant Rights (CHIRLA) to provide immigration legal services and education and outreach to undocumented college students. The partnership will provide students with accurate and current information on immigration law and policy, allowing them to focus on their educational and career goals.

Legal services may include the following: Consultation/intake; assistance with the application for initial or renewal requests of deferred action under the DACA policy with U.S. Citizenship and Immigration Services; services to obtain other immigration remedies; assistance with the naturalization process and appeals; and removal defense assistance

Appointments are held every other Friday by video conference and can be booked at the Saddleback Online Scheduler, which is HIPAA and FERPA compliant and used by legal and medical professionals.

Career and Job Resources Continue for Students

The Career and Re-Entry Center and the Jobs Placement Center continue to offer their resources virtually, and have ramped up their offerings to give students guidance in the current economic landscape.

The Career and Re-Entry Center has launched its virtual workshop series, designed to help students learn about resumes, 21st Century skills, designing their life, choosing a major, and more. Workshops are scheduled regularly through the end of the semester, and career counseling appointments are available for students to discuss their career plans one-on-one. The Career Placement Center is offering

virtual appointments, virtual recruiting events, and a live chat. Students can add their resume to a "book" that employers can search and then reach out directly to students to discuss available positions. A virtual career fair is being planned.

Saddleback Adult Education Faculty Present in UCLA-hosted Webinar

On April 17 Stacy Eldred, Chair of the OASIS/AWD program at Saddleback Adult Education, presented with Dr. Michael Hoggatt of Saddleback on "Practical Strategies for Engaging Students with Intellectual Disabilities and Autism Spectrum Disorder." The presentation focused on the steps Saddleback College Adult Education followed when transitioning to online instruction. The webinar was hosted by the Tarjan Center at UCLA.

Saddleback Robotics Named Only Two-Year College in University Rover Challenge Finals

The Saddleback College Rover Team is proud to announce it has been selected as a finalist in the annual University Rover Challenge (UCR). A dedicated group of 22 Saddleback students, calling themselves SC Robotics, participated tirelessly on the project.

UCR, sponsored in part by the Mars Society, is a robotics competition for university level students (including graduate students) that challenges teams to wholly design and build a rover that could theoretically be used to explore Mars. The aim of UCR is to encourage students to develop skills in robotics, improve the state-of-the-art in rovers, and work in multi-disciplinary teams, much in the same fashion as organizations like NASA or the European Space Agency.

This year, 82 teams representing 13 countries participated. Saddleback College distinguishes itself among the elite competition in this specialized field of robotics as the only two year college entered. Contestants included teams from such prestigious universities as Stanford, Cornell, and Stony Brook University. The project was funded by the Strong Workforce Grant, Associated Student Government, and the appreciated generosity of multiple Saddleback staff members and private companies.

Video Journalism Students Produce Quarantine Project

Students in Karen Brower's Video Journalism class have set out to document our life and times by creating videos that reflect on the pandemic and its impact on them. The student projects will be aired on Saddleback's Channel 39 and are the first of an at-home series that have been produced primarily with a cell phone and no external microphone. The students regularly check in on Zoom for feedback on audio, video, white balancing, and ideal backgrounds for interviews to help build their skills.

The videos were prepared for broadcast by Matt Brodet and Randy Van Dyke of Channel 39.

Speech and Debate Team Continues Strong in National Competition, Even Virtually

The Saddleback College Speech and Debate team placed fourth overall in community colleges at the National Online Collegiate Forensics Festival on April 25 and 26. Over 35 two- and four-year colleges and universities participated in the competition.

The results:

Kate Cohee & Josh Teincuff -Debate: Honors National Parliamentary Debate Association (NPDA)

Kate Cohee: Excellent Impromptu and Excellent Extemporaneous

Josh Teincuff: Honors Impromptu

Bailey Helmick: Superior Persuasion

Speaker Awards (NPDA)

3rd Place: Josh Teincuff

2nd Place: Kate Cohee
Sweeps Overall — 2 Year
39 Points — 4th Place

Respectfully Submitted,

A handwritten signature in black ink, appearing to be 'ES' or 'Elliot Stern', written in a cursive, stylized font.

Elliot Stern
President