

The vision of the
South Orange County Community College District
is to be a leader in exemplary teaching and learning,
student success and community partnerships.

AGENDA

Meeting of the Board of Trustees



Monday, October 28, 2013

Call to order: 5:00 p.m.

[Followed by Public Comments/Closed Session]

Reconvene Open Session: 6:00 p.m.

Ronald Reagan Board of Trustees, Room 145
Health Sciences/District Offices Building
Saddleback College
28000 Marguerite Parkway
Mission Viejo, CA 92692

Any writings relating to open session agenda items and distributed to all or a majority of all Board members within 72 hours prior to a regular meeting, or within 24 hours prior to a special meeting, shall be made available for inspection by the public at: Office of the Chancellor and Trustee Services, Room 334, Health Sciences/District Offices Building, Saddleback College, 28000 Marguerite Parkway, Mission Viejo, California.

Such writings may also be posted on the District's website: <http://www.socccd.edu>

The meeting is video recorded for public viewing.

Board of Trustees

Nancy M. Padberg – President, T.J. Prendergast, III - Vice President, Marcia Milchiker – Clerk
William O. Jay, David B. Lang, Timothy Jemal, James R. Wright, David Robinson – Student Trustee
Gary L. Poertner - Chancellor



Meeting of the Board of Trustees

October 28, 2013

CALL TO ORDER: 5:00 P.M.

1.0 PROCEDURAL MATTERS

1.1 Call to Order

1.2 Public Comments

*Members of the public may address the Board on items listed to be discussed in **closed session**. **Speakers are limited to two minutes each.***

RECESS TO CLOSED SESSION FOR DISCUSSION OF THE FOLLOWING:

- A. Public Employee Appointment, Employment, Evaluation of Performance, Discipline, Dismissal, Release (GC Section 54957) (20)
 - 1. Public Employee Employment/Evaluation (19)
 - a. College President (SC)
 - b. Dean, Counseling Services (SC)
 - c. Dean, Students and Counseling (IVC)
 - d. Dean, Business Science, Economics and Workforce Development (SC)
 - e. Director, Research, Planning and Accreditation (SC)
 - f. Dean, Online Education and Learning Services (SC)
 - g. Vice President for Student Services (IVC)
 - h. Dean, Fine Arts and Business Services (IVC)
 - i. Director Research, Planning and Accreditation (IVC)
 - j. District Director Research, Planning and Data Management (DS)
 - k. Dean, Math Science and Engineering, (SC)
 - l. Dean, Transfer Career and Special Programs (SC)
 - m. Dean, Liberal Arts (SC)
 - n. Dean, Health Sciences & Human Services (SC)
 - o. Assistant Dean, Health Sciences and Human Services/Director of Nursing (SC)
 - p. College President (IVC)
 - q. Dean, Enrollment Services (SC)
 - r. Director, Learning Assistance (SC)
 - s. Dean, Social and Behavioral Sciences (SC)

2. Public Employee Discipline, Dismissal, or Release: (1)
 - a. Police Officer
- B. Conference with Legal Counsel (GC Section 54956.9)(1)
 1. Existing Litigation (GC Section 54956.9[b]) (1 case)
 - a. California Department of Finance, etc. et.al, SOCCCD, etc. et.al. (Intervenors) v. Grimes

RECONVENE OPEN SESSION: 6:00 P.M.

It is the Board's intent to reconvene in public session at the time specified herein. If closed session business has not been completed by the time public session is scheduled to be reconvened, the Board may either remain in closed session longer, or reconvene in public and again recess to a closed session after completion of the public agenda. After the completion of any subsequent closed session, the Board shall again reconvene in public, and make any necessary reports of action taken before adjourning the meeting.

2.0 PROCEDURAL MATTERS

2.1 Actions Taken in Closed Session

2.2 Invocation

Led by Trustee Marcia Milchiker

2.3 Pledge of Allegiance

Led by Trustee T.J. Prendergast

2.4 Resolutions/Commendations

A. Resolutions

None

B. Commendations

None

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. **Speakers are limited to up to two minutes each.***

3.0 REPORTS

- 3.1 Oral Reports: ***Speakers are limited to up to two minutes each.***
- A. Board Reports
 - B. Chancellor's Report
 - C. College Presidents' Reports (*Written Reports included in Section 8.0*)
 - D. Board Request(s) for Reports

4.0 DISCUSSION ITEMS

- 4.1 **SOCCCD: Advanced Technology & Education Park (ATEP) Planning and Development**
Information on the next steps of planning and development.
- 4.2 **Saddleback College: High School Partnership Program (HSPP)**
Presentation on a comprehensive effort to improve first-year college student preparedness and success.

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 September 23, 2013.
- 5.2 **Saddleback College and Irvine Valley College: Speakers**
Approve general fund honoraria for speakers for events and/or classes at Saddleback College and Irvine Valley College.
- 5.3 **Irvine Valley College: City of Irvine Education Partnership Fund (EPF) – Grant for Scholarships and Early College Program**
Approve agreement with City of Irvine in the amount of \$100,000.
- 5.4 **Saddleback College: Curriculum Inventory Revision for the 2013/14 Academic Year**
Approve the proposed revisions and changes in curriculum.
- 5.5 **Saddleback College: Spring Special Topics for the 2013-2014 Academic Year**
Approve the proposed changes in curriculum.

- 5.6 **Saddleback College: Transfer Degrees for the 2013/14 Academic Year**
Approve the proposed changes in curriculum to new and revised Transfer degrees.
- 5.7 **Saddleback College: Community Education Programs, Fall Sessions**
Approve the Community Education courses, presenters, and compensation.
- 5.8 **Saddleback College: Student Out of State Travel – San Antonio, TX**
Approve the out-of-state travel request for up to six students and a Saddleback College staff member to attend the October 30, 2013 through November 3, 2013 National Student Electronic Media Convention in San Antonio at a cost not to exceed \$8,876.
- 5.9 **Saddleback College: Orange County Workforce Investment Board Agreement**
Approve award of the Orange county Workforce Investment Board and approve the agreement in the amount of \$170,660.
- 5.10 **Saddleback College: Study Abroad Program to Peru**
Approve agreement with Travel & Education.
- 5.11 **Saddleback College: Sciences Building Project – Preconstruction Services Amendment No. 1**
Approve amendment with C.W. Driver, Inc., increasing the agreement amount by \$72,588. The total revised agreement amount is \$217,763.
- 5.12 **SOCCCD: Budget Amendment: Adopt Resolution No. 13-35 to Amend FY 2013-2014 Adopted Budget**
Adopt resolution to amend the adopted budget.
- 5.13 **SOCCCD: Award of Bid – Biology Equipment for IVC Life Sciences Building**
Approve award of bid to vendors listed for a total amount of \$159,896.16.
- 5.14 **SOCCCD: Five Year Construction Plan Revision**
Approve the revision to the District's Order of Priority for the Five Year Construction Plan.
- 5.15 **SOCCCD: Revised Basic Aid Allocation Recommendation for FY 2013-2014**
Approve the revised recommendation to include the additional \$62,326 needed to retire the IVC energy management loans.
- 5.16 **SOCCCD: Trustees' Requests for Attending Conferences**
Approve trustees' requests for attending conferences.

- 5.17 **SOCCCD: Transfer of Budget Appropriations**
Approve the transfer of budget appropriations for the period ending September 30, 2013.
- 5.18 **SOCCCD: Purchase Order/Confirming Requisitions**
Approve purchase orders processed in accordance with the general priorities of the adopted budget and numbered P14-01519 through P14-01966 amounting to \$5,552,151.34. Approve confirming requisitions dated September 4, 2013 through October 8, 2013 totaling \$139,434.90.
- 5.19 **SOCCCD: Payment of Bills**
Approve check no. 172868 through 174041 processed through the Orange County Department of Education, totaling \$6,363,078.21; and check no. 010792 through 010824, processed through Saddleback College Community Education, totaling \$176,681.50; and check no. 009166 through 009180, processed through Irvine Valley College Community Education, totaling \$43,836.05.
- 5.20 **SOCCCD: Gifts to the District and Foundations**
Accept donations.
- 5.21 **SOCCCD: September/October 2013 Contracts**
Ratify contracts as listed.

6.0 GENERAL ACTION ITEMS

- 6.1 **Saddleback College: Grant Acceptance – Orange County Healthcare Career Transitions – Fast Track to Success (OCHC²T) Grant Agreement # TC-25010-13-60-A-6**
Accept the award of \$2,749,999 from the United States Department of Labor Employment and Training Administration (CFDA17.282; Agreement # TC-25010-13-60-A-6).
- 6.2 **Saddleback College: Technology & Applied Sciences Building Architectural Services – Amendment No. 1 for Increased Services**
Approve amendment with gkkworks increasing the agreement amount by \$47,925. The total revised agreement amount is \$757,925.
- 6.3 **SOCCCD: Authorize the Increase of the Project Budget and the Execution and Delivery of Lease Leaseback Agreements for the Saddleback College Sciences Building Project**
Approve the increase of \$8,523,000 to the project budget and Lease Leaseback agreements with C.W. Driver in the amount of \$53,844,044 and a new total project budget of \$67,358,000.

- 6.4 **SOCCCD: Board Policy Revision: BP-136: Minutes of the Board of Trustee Meetings, BP-158: Political Activity, BP-4085: Holidays, BP-5230: Athletics**
Accept for review and study.
- 6.5 **SOCCCD: Board Policy Revision: BP-3410: Nondiscrimination, BP-4012: Academic Administrators and Classified Managers Personnel Files**
Discussion/Approval
- 6.6 **SOCCCD: Request to Rescind Spring 2014 Sabbatical**
Approve request from Faculty member to rescind Spring 2014 sabbatical leave.
- 6.7 **SOCCCD: SOCCCD 2014-15 Full-Time Faculty Hiring**
Approve Saddleback College and Irvine Valley College Faculty hiring priority lists.
- 6.8 **SOCCCD: Academic Personnel Actions – Regular Items**
Approve New Personnel Appointments, Authorization to Eliminate Full-Time Faculty Position and Create Academic Administrative Position, Authorization to Eliminate and Create Academic Administrative Position, Additional Compensation: General Fund, Additional Compensation: Categorical/Non-General Fund.
- 6.9 **SOCCCD: Classified Personnel Actions – Regular Items**
Approve New Personnel Appointments, Authorization to Establish and Announce a Classified Position, Authorization to Add to Classified Job Classification Description, Authorization to Eliminate and Create Classified Positions, Reorganization, Change of Status, Out of Class Assignments, Leave of Absence, Resignation/Retirement/Conclusion of Employment, Volunteers.
- 6.10 **SOCCCD: Adopt Resolution No. 13-36: Classified Employee Layoff**
Adopt resolution to eliminate categorically-funded position.

7.0 REPORTS

- 7.1 **Saddleback College and Irvine Valley College: Speakers**
A listing of speakers for events and/or classes at Saddleback College and Irvine Valley College.
- 7.2 **SOCCCD: Basic Aid Report**
Report on projected receipts and approved projects.

- 7.3 **SOCCCD: Facilities Plan Status Report**
Status of current construction projects.
- 7.4 **SOCCCD: Retiree (OPEB) Trust Fund**
The report is for period ending September 30, 2013.
- 7.5 **SOCCCD: Monthly Financial Status Report**
This report displays the adopted budget, revised budget and transactions through September 30, 2013.
- 7.6 **SOCCCD: Quarterly Financial Status Report**
The report is as of September 30, 2013 for FY 2013-2014.

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. Faculty Association
- C. Irvine Valley College Academic Senate
- D. Associate Vice Chancellor, Economic Development
- E. Vice Chancellor, Technology and Learning Services
- F. Vice Chancellor, Human Resources
- G. Vice Chancellor, Business Services
- H. Irvine Valley College Classified Senate
- I. California School Employees Association
- J. Saddleback College Classified Senate
- K. Associated Student Government of SC
- L. Associated Student Government of IVC
- M. Police Officers Association

9.0 ADDITIONAL ITEMS

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

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Advanced Technology & Education Park (ATEP)
Planning and Development

ACTION: Presentation/Discussion

BACKGROUND

Chancellor Poertner recommended that an information update on the next steps of ATEP planning and development be presented to the board regarding the Advanced Technology & Education Park (ATEP).

STATUS

Dr. Debra L. Fitzsimons, Vice Chancellor of Business Services and Dr. Randy W. Peebles, Associate Vice Chancellor of Economic Development will provide summary information (Exhibit A) on the next steps of planning and development of the Advanced Technology & Education Park (ATEP) site. Special attention will be placed on current status of ownership and site improvements; roles and responsibilities of District Services, Irvine Valley College, and Saddleback College; and defining the next steps in the planning and development processes.



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
SADDLEBACK COLLEGE • IRVINE VALLEY COLLEGE • ATEP

Advanced Technology & Education Park

Board Presentation, October 28, 2013

Presented by:

Dr. Debra L. Fitzsimons, Vice Chancellor, Business Services
Dr. Randy W. Peebles, Associate Vice Chancellor, Economic Development



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

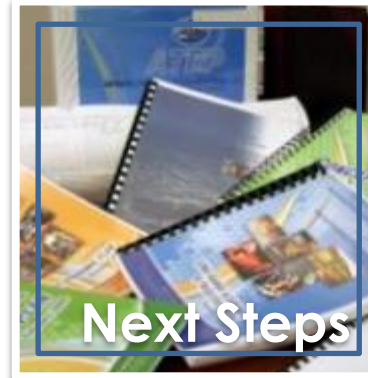
SADDLEBACK COLLEGE ♦ IRVINE VALLEY COLLEGE ♦ ATEP





Overview of Today's Presentation

Three key areas we will cover



ADVANCED TECHNOLOGY & EDUCATION PARK (ATEP)
Function Map
11-07-2013

Responsibilities: Principal party S - Secondary Responsibilities: Secondary
SM - Shared Responsibilities: Approximately equal parties

Responsibilities	Client Services	Saddleback College
Manage construction and contractors for ATEP Development	P	
Provide construction related matters	P	
Design and maintain development and site-level infrastructure operations	P	
	-	

Roles & Responsibilities



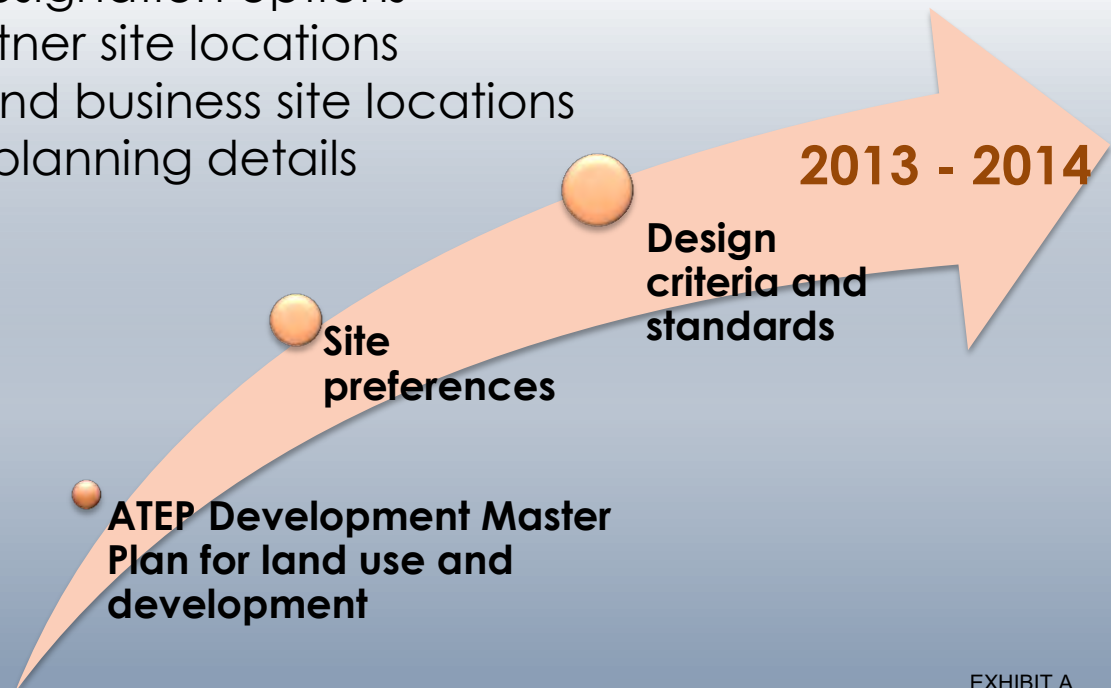
**Demolition of foundations and in-ground structures at ATEP is a very complex process.
October 2013**



Land Use Planning

Revised land use plan may include:

- ATEP Development Master Plan for land use and development
- Building standards
- College site designation options
- Education partner site locations
- Commercial and business site locations
- Other revised planning details





ATEP Development Master Plan

- Land use
- Landscaping
- Sustainability
- Circulation
- Infrastructure

**Development
Master Plan for Land
Use and
Development**

**Design Guidelines &
Regulations**

- Design Concept
- General Development
- Signage
- Building heights

- Colleges
- Education Partners
- Commercial & Business

Site Locations



Roles & Responsibilities

ADVANCED TECHNOLOGY & EDUCATION PARK (ATEP)

Function Map

11-02-2012

P - Primary Responsibilities: Principal party

S - Secondary Responsibilities: Secondary party

SH - Shared Responsibilities: Approximately equal parties

ATEP Function Map is part of the District-wide Planning and Decision-making Manual.

Reviewed annually as a part of the shared governance process for district-wide strategic planning and evaluation.

Current version board approved Sept 24, 2012

	Responsibilities	District Services	Saddleback College	Irvine Valley College
1	Manage consultants and contractors for ATEP Development	P		
2	All site/land entitlement related matters	P		
3	All environmental and CEQA related matters	P		
4	Ground leases, lease negotiations, management, approvals, budget and accounting	P		
5	Establish and maintain development and site-level infrastructure operations including budget and related budget and accounting (not including commissioned college facilities)	P		
6	Establish budget and process for allocation of ground lease income to support site	P		
7	Site demolitions	P		
8	Manage and operate college instruction and support services at IVC ATEP offsite location			P
9	Programs and instruction related planning (college internal and MOU between colleges)		P	P
10	Identify, establish and manage partnerships (non-ground lease/ building lease) supporting college programs and services		P	P
11	Facility and infrastructure engineering design, construction and contracting	P	S	S
12	Site utility, roads, and engineered infrastructure	P	S	S
13	Site planning, approvals, documentation, contracts	P	S	S
14	Design criteria and standards (design build)	P	S	S
15	Advocacy and public relations for 68 acre site development	P	S	S
16	Advocacy and public relations for college assigned buildings/site(s)/programs	S	P	P
17	Establish and manage instructional program articulation and non-competition sub-agreements with education partners (coordinated with DS leasing agreements)	S	P	P
18	Identification and recruitment for ground lease partnering – education and commercial/business	SH	SH	SH
19	Provide input for site planning and college assigned facility design	SH	SH	SH
20	Seek and expand external funding opportunities	SH	SH	SH
21	Interior facility planning, design "architectural programming" with college staff	SH	SH	SH
22	Coordinate with IVC for landscape management staff	SH		SH
23	Whole site grounds maintenance/landscape	SH		SH
24	Fencing contract	SH		SH
25	Parking, security and police Current 1.5 ac campus Entire 68 acre site City of Tustin Police/Security MOU	S S SH		P P SH



Colleges' Responsibilities



- **Programs and instruction related planning**
- **Identify, establish and manage academic partnerships with college programs and services**
(non-ground lease/ building lease)



District Services' Responsibilities



- **Development Master Plan for land use and development planning, approvals, documentation, contracts**
- **Land use, landscaping, sustainability, circulation/roadways, and infrastructure**
- **Development and use regulations oversight**



District Services' Responsibilities



- **Facility and infrastructure engineering design, construction and contracting**
- **Design concept, signage, building heights**
- **Design guidelines criteria and standards**



Coordinated but Different Responsibilities between colleges and district services



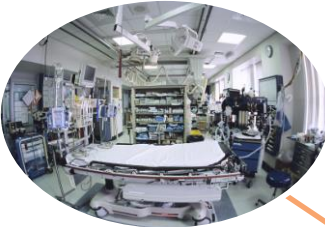
- **Identification and recruitment for ground lease partnering – education and commercial/business**
- **Provide input for development master planning and college assigned facility design**
- **Seek and expand external funding opportunities**
- **Interior facility planning, design “architectural programming” with college staff**



Center for Innovation in Healthcare Education



Patient Care
Units



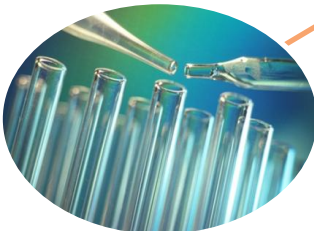
Assessment
& Training

Emergency
Services



Patient
Services

Clinical
Services

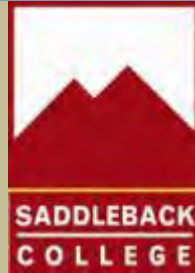


Medical
Records





Potential Partners



HEALTHSOUTH.

Hill-Rom.

E Edwards Lifesciences

ALLERGAN
Our pursuit. Life's potential.®

 **Laerdal**
helping save lives

ALLIED HEALTH

Center for Innovation in Health Care Education

Manufacturers and Suppliers

- Hospital equipment, beds, intravenous pumps
- Hospital products
- Medication dispensing systems
- Clinical lab & biotech companies
- High fidelity simulators
- AV systems for recording & debriefing simulations

Software Companies

- Patient care simulations
- Electronic health records
- Lab simulations
- Medication management
- Sign language education
- Virtual professional environments



IVC

IRVINE VALLEY COLLEGE

- ***Multimedia Technology***
- ***Electrical Technology and Resource Management***
- ***Applied Technology***
- ***Administration of Justice***
- ***Business Management***

Programs Approved by Board of Trustees Feb 2012



Potential Partners



IVC IRVINE VALLEY COLLEGE

- Multimedia Technology
- Electrical Technology and Resource Management
- Applied Technology
- Business Management
- Administration of Justice



Next Steps:

District Services

- ❑ Implementation of new agreements
- ❑ On site development – demolition and roadway construction
- ❑ Intensify exploration for external funding
- ❑ LIFOC 9 transfer from Navy
- ❑ County of Orange transfer – 10 acres
- ❑ Further develop ATEP development master plan and land use
- ❑ Transition planning of IVC & ATEP operations
- ❑ Develop template agreements for ground leases



Next Steps:

Irvine Valley College Saddleback College

- ❑ Academic program planning at colleges
- ❑ Intensify exploration for external funding
- ❑ Transition planning of IVC & ATEP operations



TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: Saddleback College: High School Partnership Program

ACTION: Presentation/Discussion

BACKGROUND

The High School Partnership Program (HSPP) was piloted in spring 2011 when Saddleback College partnered with Capistrano Unified School District and Saddleback Valley Unified School District to develop and implement a student pathway program. The pilot program showed that through a coordinated effort, students entering college for the first time are more prepared to succeed in their college work, empowering them to obtain a degree, certificate, or transfer to a four-year college or university.

STATUS

Saddleback College, Capistrano Unified School District and Saddleback Valley Unified School District have developed the Saddleback College High School Partnership Program to better prepare students for the rigors of college coursework leading to success after high school. The HSPP provides recommended steps for high school students and the suggested roles for the college, high school, student, and parents or guardians in support of a student's chosen pathway. Under the HSPP, Saddleback guarantees that high school students who follow the recommended steps will achieve success whether they seek to attend college, enter the workforce, join the military, or pursue any other pathway after high school.

Students who follow the HSPP's recommended steps will: 1) Develop a clear understanding of the expectations for attending college; 2) Complete the requirements for preparation to succeed while attending college; 3) Develop study strategies that will enable them to complete college courses; 4) Establish career and academic goals; 5) Complete transferable or basic skills English and math courses; 6) Complete a Saddleback College academic planning or educational and vocational planning course; 7) Complete Saddleback College's orientation and assessment process; 8) Complete the Free Application for Federal Student Aid (FAFSA); 9) Create an academic plan for their first semester at Saddleback College; and 10) Register for college-ready courses for the fall term.

Item Submitted By: *Tod A. Burnett, Ed. D., President*

TO: Board of Trustees
FROM: Gary L. Poertner, Chancellor
RE: SOCCCD: Minutes of the Board of Trustees Meeting
ACTION: Approval

Minutes from:

September 23, 2013 Regular Meeting of the Board of Trustees (Exhibit A)
are submitted to the Board for review and approval.

Item Submitted by: Gary L. Poertner, Chancellor

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
RONALD REAGAN BOARD OF TRUSTEES ROOM-RM 145
HEALTH SCIENCES/DISTRICT OFFICES BLDG., SADDLEBACK COLLEGE**

**MINUTES OF THE BOARD OF TRUSTEES' MEETING
September 23, 2013**

PRESENT

Members of the Board of Trustees:

Nancy M. Padberg, President
T.J. Prendergast, Vice President
Marcia Milchiker, Clerk
Bill Jay, Member
Timothy Jemal, Member
David B. Lang, Member
James R. Wright, Member
David Robinson, Student Member

Administrative Officers:

Gary Poertner, Chancellor
Robert Bramucci, Vice Chancellor, Technology and Learning Services
David Bugay, Vice Chancellor, Human Resources
Tod Burnett, President Saddleback College
Debra Fitzsimons, Vice Chancellor, Business Services
Glenn Roquemore, President Irvine Valley College

ABSENT

Randy Peebles, Associate Vice Chancellor, Economic Development

CALL TO ORDER: 5:00 P.M.

1.0 PROCEDURAL MATTERS

1.1 Call to Order

1.2 Public Comments

Members of the public may address the Board on items listed to be

discussed in closed session. Speakers are limited to two minutes each.

RECESS TO CLOSED SESSION FOR DISCUSSION OF THE FOLLOWING:

- A. Public Employee Appointment, Employment, Evaluation of Performance, Discipline, Dismissal, Release (GC Section 54957) (4)
 - 1. Public Employee Discipline/Dismissal/Release (4)
- B. Conference with Labor Negotiators (GC Section 54957.6)
 - 1. SOCCCD Faculty Association
 - a. Agency Designated Negotiator: David Bugay, Ph.D.

RECONVENE OPEN SESSION: 5:30 P.M.

It is the Board's intent to reconvene in public session at the time specified herein. If closed session business has not been completed by the time public session is scheduled to be reconvened, the Board may either remain in closed session longer, or reconvene in public and again recess to a closed session after completion of the public agenda. After the completion of any subsequent closed session, the Board shall again reconvene in public, and make any necessary reports of action taken before adjourning the meeting.

2.0 PROCEDURAL MATTERS

2.1 Actions Taken in Closed Session

On a 6-0 vote with Trustee Prendergast absent from this vote, the board approved an MOU providing for a four-day unpaid suspension of a classified employee.

2.2 Invocation

Led by Trustee Nancy Padberg

2.3 Pledge of Allegiance

Led by Trustee Marcia Milchiker

2.4 Resolutions/Commendations

- A. Resolutions
 - None

- B. Commendations

Recognition of Dr. Gatewood, Dr. Kate Alder and Rachel Manders from IVC and Cyndi Staggs from District Accounting Office for the "Most Innovative Workforce Application" award received at a 2013 Geographic Solutions Workforce Technology Conference.

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. **Speakers are limited to up to two minutes each.***

3.0 REPORTS

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

- A. Board Reports
- B. Chancellor's Report
- C. College Presidents' Reports (*Written Reports included in Section 8.0*)
- D. Board Request(s) for Reports

4.0 DISCUSSION ITEMS

4.1 SOCCCD: State Legislative Advocacy Update

Representatives from McCallum Group will provide an overview of their state legislative advocacy work on behalf of the district.

Patrick McCallum and Mark MacDonald from McCallum Group provided a brief overview of the upcoming initiatives and ongoing state advocacy work.

4.2 SOCCCD: District-wide Strategic Plan 2011-2014 - Annual Progress Report 2012-2013

District Director of Research, Planning and Data Management will present to the Board a summary of the District-wide Strategic Plan Annual Progress Report.

Denice Inciong, District Director of Research, provided an overview of the annual progress report for year two of the District-wide Strategic Plan 2011-2014.

4.3 Saddleback College and Irvine Valley College: Accreditation Midterm Reports

Review of the final drafts of the accreditation midterm reports prepared by Saddleback College and Irvine Valley College for the ACCJC.

Both college midterm reports were submitted to the board for review. The reports reflect the progress to date in addressing ACCJC's recommendations.

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.

Trustee Wright requested to pull item 5.2 from the consent calendar.

On a motion made by Trustee Jay and seconded by Trustee Prendergast, the balance of the consent calendar was approved on a 7-0 vote.

5.1 SOCCCD: Board of Trustees Meeting Minutes

Approve minutes of a Regular Meeting held on August 23, 2013.

5.2 Saddleback College: Technology & Applied Sciences Building Swing Space Architectural Services – Amendment No. 1 for Increased Services

Approve agreement amendment with R2A Architecture increasing the amount by \$46,000. The total revised contract amount is \$531,000.

On a motion made by Trustee Lang and seconded by Trustee Wright, this item was approved on a 7-0 vote.

5.3 Saddleback College and Irvine Valley College: Speakers

Approve general fund honoraria for speakers for events and/or classes at Saddleback College and Irvine Valley College.

5.4 Irvine Valley College: Community Education, Fall 2013 – Additional Course Offerings

Approve the additional course offerings for the Fall 2013 Community Education courses, presenters, and compensation to better serve the community and student population.

5.5 Irvine Valley College: Employment Training Panel Agreement

Approve the agreement with ETP in the amount of \$139,150.

5.6 Irvine Valley College: Grant Acceptance, Deputy Sector Navigator Energy Efficiency & Utilities

Approve the award from California Community Colleges Chancellor's Office in the amount of \$300,000.

5.7 Irvine Valley College: Sub-Award Grant Acceptance from the University of Central Florida

Approve the sub-award from University of Central Florida in the amount of \$20,000.

- 5.8 **Irvine Valley College: Life Sciences Building Architectural Services: Amendment No.6 for Increased Services**
Approve agreement amendment with Dougherty and Dougherty Architects, LLC increasing the agreement amount by \$47,003. The total revised agreement amount is \$1,364,611.
- 5.9 **Irvine Valley College: Life Sciences Building: Computer Equipment and Related Devices**
Approve contracts for computer related purchases at a cost not to exceed \$400,000.
- 5.10 **ATEP: Site Foundation and Infrastructure Demolition, Change Order No. 1**
Approve change order with U.S. Demolition, Inc. increasing the contract amount by \$115,364. The total revised contract amount is \$1,465,370.
- 5.11 **SOCCCD: Annual Renewal of Microsoft Campus Agreements for District-wide Microsoft Software Use**
Approve agreements with Computerland of Silicon Valley at a cost not to exceed \$135,000.
- 5.12 **SOCCCD: Resolution No. 13-31 to Close County Treasury Fund 72 for the Retiree (OPEB) Trust**
Adopt resolution to close the Retiree (OPEB) Trust Fund 72 at the County Treasury.
- 5.13 **SOCCCD: Transfer of Budget Appropriations**
Approve the transfer of budget appropriations for the period ending August 31, 2013.
- 5.14 **SOCCCD: Gifts to the District and Foundations**
Accept donations.
- 5.15 **SOCCCD: Purchase Order/Confirming Requisitions**
Approve purchase orders processed in accordance with the general priorities of the adopted budget and numbered P14-01131 through P14-01518 amounting to \$8,219,669.05. Approve confirming requisitions dated August 7, 2013 through September 3, 2013 totaling \$2,411,657.54.
- 5.16 **SOCCCD: Payment of Bills**
Approve check no. 172210 through 172867 processed through the Orange County Department of Education, totaling \$9,575,193.24; and check no. 010754 through 010791, processed through Saddleback College Community Education, totaling \$100,486.02; and check no. 009160 through 009165, processed through Irvine Valley College Community Education, totaling \$19,416.45.

- 5.17 **SOCCCD: August/September 2013 Contracts**
Ratify contracts as listed.

6.0 GENERAL ACTION ITEMS

- 6.1 **Saddleback College: Cogeneration & Central Plant Operation, Maintenance Equipment Refresh & Environmental Compliance Services, Bid No. 2009**

Approve the agreement with Veolia Energy Solution, LLC in the amount of \$2,788,000.

A replacement page was submitted to the board. An amendment was made to Exhibit A, page 1 of 1. A new column was added with the proposed bid amounts.

On a motion made by Trustee Jemal and seconded by Trustee Milchiker, this item was approved on a 7-0 vote.

- 6.2 **SOCCCD: Authorization of Payment to Trustee Absent from Board Meeting**

Adopt resolution authorizing payment to Trustee Jay for being absent from the August board meeting.

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

- 6.3 **SOCCCD: Board Policy Revision: BP-3410: Nondiscrimination, BP-4012: Academic Administrators and Classified Managers Personnel Files**

Accept for review and study.

On a motion made by Trustee Lang and seconded by Trustee Prendergast, this item was approved on a 7-0 vote.

- 6.4 **SOCCCD: Board Policy Revision: BP-3104: Fiscally Accountable**
Approve/discussion.

On a motion made by Trustee Lang and seconded by Trustee Jemal, this item was approved on a 7-0 vote.

- 6.5 **SOCCCD: Academic Personnel Actions – Regular Items**

Approve New Personnel Appointments, Additional Compensation: General Fund, Additional Compensation: Categorical/Non-General Fund, Academic Administrator Title/Position Change, Workload Banking, Workload Banking

Rescinded, Resignation/Retirement/Conclusion of Employment.

On a motion made by Trustee Lang and seconded by Trustee Wright, this item was approved on a 7-0 vote.

- 6.6 **SOCCCD: Classified Personnel Actions – Regular Items**
Approve New Personnel Appointments, Authorization to Eliminate Classified Positions and/or Position Numbers, Authorization to Establish and Announce Classified Positions, Authorization to Eliminate and Create Classified Positions, Reorganization, Temporary Increase in Hours, Out of Class Assignments, Leave of Absence, Resignation/Retirement/Conclusion of Employment, Volunteers.

A revision was made to Exhibit A, item J.1. At the request of the employee, the effective date for resignation was changed to December 30 with retirement effective December 31, 2013.

On a motion made by Trustee Jay and seconded by Trustee Lang, this item was approved on a 7-0 vote.

7.0 REPORTS

- 7.1 **SOCCCD: 2014 Teacher of the Year Recognition Ceremony**
Information on OC Teachers of the Year Program. The nominee being honored from SOCCCD is Scott Fier, Chemistry Instructor from Saddleback College.
- 7.2 **Saddleback College and Irvine Valley College: Speakers**
A listing of speakers for events and/or classes at Saddleback College and Irvine Valley College.
- 7.3 **SOCCCD: Basic Aid Report**
Report on projected receipts and approved projects.
- 7.4 **SOCCCD: Facilities Plan Status Report**
Status of current construction projects.
- 7.5 **SOCCCD: Retiree (OPEB) Trust Fund**
The report is for period ending August 31, 2013.
- 7.6 **SOCCCD: Monthly Financial Status Report**
This report displays the adopted budget, revised budget and transactions through July 31, 2013 and August 31, 2013.

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. Faculty Association
- C. Irvine Valley College Academic Senate
- D. Associate Vice Chancellor, Economic Development
- E. Vice Chancellor, Technology and Learning Services
- F. Vice Chancellor, Human Resources
- G. Vice Chancellor, Business Services
- H. Irvine Valley College Classified Senate
- I. California School Employees Association
- J. Saddleback College Classified Senate
- K. Associated Student Government of SC
- L. Associated Student Government of IVC
- M. Police Officers Association

9.0 ADDITIONAL ITEMS

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

The meeting was adjourned at 7:25 p.m.



Gary L. Poertner, Secretary

TO: Board of Trustees
FROM: Gary Poertner, Chancellor
RE: Saddleback College and Irvine Valley College: Speakers
ACTION: Approval

BACKGROUND

Outside speakers may be invited by administrators, faculty members, or recognized student groups to speak at events open to the public.

STATUS

Administrative Regulation 6140 requires that the Board of Trustees be notified, at each board meeting, of speakers who have been invited to speak and/or who have spoken at the colleges and/or ATEP since the last board meeting. Travel expenses and/or honorarium for speakers must be recommended by the Chancellor or college president and submitted to the Board prior to reimbursement of travel expenses or payment of honorarium.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the general fund honoraria as shown in Exhibit A.

Item Submitted By: *Dr. Tod A. Burnett and Dr. Glenn R. Roquemore, Presidents*

SPEAKERS APPROVED BY CHANCELLOR/COLLEGE PRESIDENT

SADDLEBACK COLLEGE

<i>Presentation Date</i>	<i>Faculty Member Course Title/Activity</i>	<i>Speaker Name</i>	<i>Topic</i>	<i>General Fund Honorarium/Travel</i>
1/24/14 9:30 am Laguna Woods Village Auditorium Clubhouse 3	Collette Chattopadhyay HUM 204X Modern World Culture: 1700-Present (EI)	Hon. Luis A. Cardenas (Ret.)	Roman Emperor Caligula	\$100.00
1/31/14 9:30 am Laguna Woods Village Auditorium Clubhouse 3	Collette Chattopadhyay HUM 204X Modern World Culture: 1700-Present (EI)	Prof. Pat Craig	Van Gogh: New Interpretations	\$100.00
2/7/14 9:30 am Laguna Woods Village Auditorium Clubhouse 3	Collette Chattopadhyay HUM 204X Modern World Culture: 1700-Present (EI)	Prof. Anna Gonosova	Beyond the Pharaohs: Egypt, and the Copts in the 2 nd to 7 th Centuries	\$100.00
2/21/14 9:30 am Laguna Woods Village Auditorium Clubhouse 3	Collette Chattopadhyay HUM 204X Modern World Culture: 1700-Present (EI)	Dr. Mike Channing	Proust: What's It All (4,000 Pages) Mean?	\$100.00
2/28/14 9:30 am Laguna Woods Village	Collette Chattopadhyay HUM 204X Modern World Culture: 1700-Present (EI)	Dr. Frank Meyskens, Jr.	Cancer Prevention: Fact, Fantasy, Future	\$100.00

Auditorium Clubhouse 3				
3/7/14 9:30 am Laguna Woods Village Auditorium Clubhouse 3	Collette Chattopadhyay HUM 204X Modern World Culture: 1700- Present (EI)	Dr. John Accomando	Ancient Roman Concepts of Life & Death	\$100.00
3/14/14 9:30 am Laguna Woods Village Auditorium Clubhouse 3	Collette Chattopadhyay HUM 204X Modern World Culture: 1700- Present (EI)	Dr. Zuzana Bic	Fountain of Youth: Atypical Versus Normal Aging	\$100.00
4/04/14 9:30 am Laguna Woods Village Auditorium Clubhouse 3	Collette Chattopadhyay HUM 204X Modern World Culture: 1700- Present (EI)	Dr. Margaret Maradudin	The Sochi Olympic Games	\$100.00
4/11/14 9:30 am Laguna Woods Village Auditorium Clubhouse 3	Collette Chattopadhyay HUM 204X Modern World Culture: 1700- Present (EI)	Prof. Jack Anderson	Shooting Movies Without Shooting Yourself in the Foot	\$100.00
4/18/14 9:30 am Laguna Woods Village Auditorium Clubhouse 3	Collette Chattopadhyay HUM 204X Modern World Culture: 1700- Present (EI)	Dr. Nancy Hodes	Essays & Poetry by Contemporary Chinese Women	\$100.00
4/25/14 9:30 am Laguna Woods Village	Collette Chattopadhyay HUM 204X Modern World Culture: 1700- Present (EI)	Dr. Gegory Holk	The Role of Fluids in Fault Zones: A Possible Cause of Earthquakes?	\$100.00

Auditorium Clubhouse 3				
5/02/14 9:30 am Laguna Woods Village Auditorium Clubhouse 3	Collette Chattopadhyay HUM 204X Modern World Culture: 1700- Present (EI)	Dr. Jeffrey Wasserstrom	China Today	\$100.00
5/09/14 9:30 am Laguna Woods Village Auditorium Clubhouse 3	Collette Chattopadhyay HUM 204X Modern World Culture: 1700- Present (EI)	Dr. Malcolm Warner	Pre-Raphaelites to Aesthetes: British Art in the Age of Queen Victoria	\$100.00
5/16/14 9:30 am Laguna Woods Village Auditorium Clubhouse 3	Collette Chattopadhyay HUM 204X Modern World Culture: 1700- Present (EI)	Dr. Carroll Seron	The Last Male Bastion: Why Don't Women Become Engineers?	\$100.00

IRVINE VALLEY COLLEGE

<i>Presentation Date</i>	<i>Faculty Member Course Title/Activity</i>	<i>Speaker Name</i>	<i>Topic</i>	<i>General Fund Honorarium/Travel</i>

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: Irvine Valley College: City of Irvine Education Partnership Fund (EPF) - Grant for Scholarships and Early College Program

ACTION: Approval

BACKGROUND

In the fall of 2012, residents of the City of Irvine passed Measure R and Measure BB to support students' academic performance through enhanced and innovative student health and guidance services in Irvine.

STATUS

Irvine Valley College Foundation applied for funding from the City of Irvine. On August 13, 2013 a grant of \$100,000 was awarded from the City of Irvine to Irvine Valley College Foundation. The Irvine Valley College Foundation accepted this award. The Educational Partnership Fund Grant Agreement (EXHIBIT A) describes the Work Plan and Budget for the FY 2013-2014 grant from the City of Irvine to the Irvine Valley College Foundation. Since normally grants are applied for, accepted, and approved through the district and the Board of Trustees, this item is being brought to the Board of Trustees for approval, as well.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the City of Irvine Educational Partnership Fund Grant and agreement (EXHIBIT A) beginning August 13, 2013 to June 30, 2014 for \$100,000.

Item Submitted By: *Dr. Glenn R. Roquemore, President*
Dr. Debra L. Fitzsimons, Vice Chancellor, Business Services

EDUCATIONAL PARTNERSHIP FUND GRANT AGREEMENT

This Educational Partnership Fund Grant Agreement ("Agreement"), is entered into this 13th August 2013, by and between THE CITY OF IRVINE, a California municipal corporation ("City"), and IRVINE VALLEY COLLEGE FOUNDATION, a non-profit 501(c)(3) charitable organization ("Participant").

RECITALS

A. The City Council established the Educational Partnership Fund Program (EPF) in 2006. Voters extended the EPF program when they approved Measure R in November 2010, allocating \$500,000 annually for Fiscal Year (FY) 2011-12 through FY 2013-14 to support Irvine students' academic performance through enhanced and innovative student health and guidance services for K-12 Irvine students served by the Irvine and Tustin Unified School Districts. The EPF Program was expanded by Measure BB approved by voters in November 2012, increasing funding to \$2.5 million from FY 2013-14 through FY 2015-16. Measure R and Measure BB overlap in FY 2013-14, with Measure R providing \$500,000 and Measure BB providing \$2 million. Measure BB expands the number of program categories to 12 including the original EPF program listed as Program No. 1 (Attachment 1). The Measure BB EPF Program's purpose is "to support Irvine students' academic performance through enhanced and innovative programs and services, including without limitation student health and guidance, for K-12 Irvine students served by the Irvine and Tustin Unified School Districts."

B. Irvine Valley College Foundation is a non-profit organization that supports current and future students, faculty and staff of Irvine Valley College through scholarships and enrichment programs (the "Participant"). Funding is to provide services fulfilling the Measure BB program area listed as Program No. 5 allocated to Participant, described in Attachment 1, attached hereto and incorporated herein by reference. Program is operated by Irvine Valley College Foundation, 5500 Irvine Center Drive, Irvine, CA 92618, as more fully described in Participant's Educational Partnership Fund Work Plan attached hereto as Exhibit "A" and incorporated herein by reference.

C. The City desires to assist Participant in the operation of the Program by providing financial assistance to Participant in the form of an Educational Partnership Fund Grant in the amount not to exceed the amount specified in the Project Budget attached hereto as Exhibit "B" and incorporated herein by reference.

D. The City's provision of the City Grant to Participant pursuant to this Agreement, and the fulfillment of this Agreement, is made in furtherance of the public welfare and best interests of the City and its residents in accordance with the purpose and provisions of the Educational Partnership Fund Grant program.

A G R E E M E N T

Based upon the foregoing Recitals, which are hereby incorporated into the terms of this Agreement by reference, and for good and valuable consideration, the sufficiency of which is acknowledged by both parties, City and Participant agree as follows:

1. DEFINITIONS.

The following terms as used in this Agreement shall have the meanings given below unless expressly provided to the contrary:

"Agreement" shall mean this Educational Partnership Fund Grant Agreement between City and Participant, including all exhibits and other documents attached hereto.

"City" shall mean the City of Irvine, a municipal corporation, organized under the laws of the State of California and having its offices at One Civic Center Plaza, Irvine, CA 92623.

"City Grant" shall mean the funds disbursed to a successful applicant pursuant to the City of Irvine Educational Partnership Fund, as more specifically referred to in Recital C of this Agreement, to be provided by City to Participant for the Eligible Program Expenses.

"Client" shall mean any individual or family that receives services or benefits from the Program.

"Contract Officer" shall mean City's Grants Coordinator or such other person as may be designated by the City Manager of City.

"Educational Partnership Fund" shall have the same meaning as Recital A, above.

"Educational Partnership Fund Grant Requirements." Educational Partnership Fund Grants are designed to support Irvine students' academic performance through enhanced and innovative programs and services, including without limitation student health and guidance, for K-12 Irvine students served by the Irvine and Tustin Unified School Districts. (Refer to Initiative Ordinance No. 12-13). For the portion of the funding provided by Measure R ending Fiscal Year 2013-14, described as program area number 1 on Attachment 1, approved funds shall be used in the areas of enhancing health services and guidance services, pursuant to Sections 1-12 and 101-101 through 101-108 of the Irvine Municipal Code.

"Eligible Program Expenses" shall mean the Program expenses for which the City Grant may be used. Eligible Program Expenses are those costs directly attributable to the Program Services identified and approved by the City in the Educational Partnership Fund Work Plan. The line item categories of Eligible Program Expenses and the amount budgeted for each item is set forth in the Project Budget.

"Implementation Schedule" shall mean the Work Plan implementation schedule attached hereto as Exhibit "C" and incorporated herein by reference, setting out the dates and/or time periods by which certain obligations and tasks must be performed and completed.

"Participant" shall have the meaning set forth in the preamble to this Agreement.

"Participant Representative" shall mean Richard H. Morley, Executive Director, Irvine Valley College Foundation, who is designated by Participant to represent Participant in the administration of this Agreement.

"Performance Reports" shall mean the reports to be submitted by Participant to City on the status of the Program Services, as more fully explained in Section 5.2.1(a) of this Agreement.

"Program" shall mean the activities defined in the Work Plan and Project Budget.

"Program Outcomes" shall mean the results of the Program activities or services provided pursuant to the Work Plan.

"Program Services" shall collectively refer to the following activities and tasks to be performed by Participant under this Agreement: (a) the operation of the Program in accordance with the description and proposal set forth in this Agreement, including the Work Plan and Project Budget; (b) all activities, services, tasks, and operations related to the Program described in this Agreement, including the Work Plan, Project Budget and Implementation Schedule; and (c) the performance and achievement of the Program Outcomes.

"Project Budget" shall mean the project budget attached hereto as Exhibit "B" and incorporated herein by reference, setting out the line item categories of Eligible Program Expenses and the amount of City Grant proceeds allocated to each category.

"Site" shall mean the location(s) at which the Program will be operated and the Program Services will be performed.

"Special Requirements" shall mean the provisions in Exhibit "D" of this Agreement that supersede, modify or supplement other provisions of this Agreement.

"Work Plan" shall mean the Educational Partnership Fund Work Plan for Funding submitted by Participant to City for the City Grant, a copy of which is attached to this Agreement as Exhibit "A" and incorporated herein by reference.

2. TERM; TERMINATION.

2.1 Term. The term of this Agreement shall commence on the date set forth in the preamble to this Agreement and, unless terminated earlier pursuant to Section 2.2, shall continue thereafter until June 30, 2014. Notwithstanding the expiration or earlier termination of this Agreement, Participant's obligations to City shall

not terminate until all closeout requirements are completed. In addition, the following obligations of Participant shall survive the termination of this Agreement: (a) Participant's indemnity obligations; (b) the obligation to cause audits to be performed relating to Participant's activities and costs under this Agreement; (c) the obligation to repay to City any City Grant proceeds improperly disbursed to Participant or disbursed for ineligible expenditures; and (d) any other obligations which cannot by their nature be performed until after the expiration of the Agreement such as the submittal of payment request and reports for the last Quarter of the term of this Agreement.

2.2 Termination.

2.2.1 Termination for Cause. This Agreement may be terminated by City for cause as follows:

(a) *Lack of Funding.* If, for any reason, the Educational Partnership Fund Grant funds required by City to fund the Eligible Program Expenses and/or all or a portion of the City Grant are withdrawn from City, the City may unilaterally terminate or modify the terms of this Agreement to reflect the loss of funding. If a reduction in funding is required, City will provide Participant with a modified Project Budget.

(b) *Failure to Comply with Agreement.* Subject to Section 9.3 of this Agreement, if Participant fails to comply with the terms and conditions of this Agreement and/or fails to cure a default, as such default is defined in Section 7.1 of this Agreement, after notice from City; City may terminate this Agreement in whole or in part.

2.2.2 Termination by Mutual Assent. The parties may agree to terminate this Agreement in whole or in part by mutual written assent.

3. CITY GRANT.

3.1 General. Subject to the terms and conditions set forth herein, and so long as Participant is not in default of this Agreement, City shall provide the City Grant to Participant to be applied towards the costs of the Eligible Program Expenses as set forth in the Project Budget.

3.2 Permissible Use of City Grant; Eligible Project Expenses. Pursuant to all of the terms and conditions of this Agreement, Participant shall be permitted to use the City Grant proceeds only for the Eligible Program Expenses described in the Project Budget and the Educational Partnership Fund Grant Application that are actually and reasonably incurred by Participant during the term of this Agreement and approved by City, and for no other purpose.

3.3 Disbursements of City Grant.

3.3.1 Reimbursement Payment Method. Provided Participant is not in default of this Agreement, the City Grant shall be disbursed by City to Participant

as outlined in Exhibit "E," as Eligible Project Expenses are incurred by Participant, as set forth in this Section 3.3. The City Grant proceeds shall be disbursed to Participant in the form of a reimbursement payment for Eligible Project Expenses incurred by Participant and, unless otherwise specified in the Special Requirements, Participant shall not be entitled to advance disbursements of City Grant proceeds for Eligible Program Expenses not yet incurred.

3.3.2 Submittal of Payment Request. Invoices are due by or within fifteen days of the dates identified in Exhibit "E." The payment request shall include the total amount requested and itemized statements and invoices, with such supporting information as City may reasonably require, documenting that the costs for which Participant seeks payment are solely for Eligible Program Expenses incurred during the previous reporting period and verifying that the expenditures were made and incurred by Participant. The supporting information required by City may include without limitation, receipts, canceled checks, time records, billing statements, bank statements, and contracts. The payment request shall itemize the Eligible Program Expenses by listing each budget line item category from the Project Budget and including the following information for each category: (a) a description and the amount of each Eligible Program Expense included within that category for which reimbursement is sought; (b) the total amount budgeted in the Project Budget to the budget line item category; and (c) the total amount reimbursed to Participant for the budget line item category to date.

3.3.3 City's Review of Payment Request and Disbursement of Funds. The Contract Officer shall have the authority on behalf of City to calculate and approve the amount of Participant's Eligible Program Expenses. Payment of the City Grant amount determined by City to be owing to Participant for each payment period during the term of this Agreement shall be made by City within thirty (30) days after Participant's submission of its completed payment request. If City disapproves a payment request or a payment request is incomplete pursuant to Section 3.3.4 of this Agreement, City shall notify Participant in writing of the reasons for disapproval.

3.3.4 Conditions to Disbursement. City's obligation to disburse the City Grant proceeds to Participant in accordance with Section 3.3 of this Agreement is subject to the satisfaction of all of the following conditions at the time the payment is to be made: (a) Participant shall have provided to City a complete payment request with all supporting information; (b) Participant shall have submitted to City the reports referred to in Section 5.2 of this Agreement; (c) if payment for the professional services of a consultant or contractor is an Eligible Project Expense, Participant shall have provided City a copy of the executed contract between Participant and the consultant or contractor, certified by Participant to be a true and correct copy thereof; and (d) Participant shall not be in default of any of its obligations set forth in this Agreement.

3.4 Return of City Grant Proceeds. Upon the termination of this Agreement, Participant shall transfer to City any City Grant funds on hand for which Eligible Program Expenses have not been incurred. In addition, if it is determined, as a result of an audit or otherwise, that any of the disbursements of City Grant proceeds

were improper or made for expenditures not eligible for reimbursement, Participant shall immediately repay to City the amounts of such disbursements.

3.5 Excess City Grant Proceeds. If the amount of Eligible Program Expenses incurred by Participant during the term of this Agreement is less than the City Grant, the excess City Grant proceeds shall revert to City and shall not be encumbered by this Agreement. In addition, the City Grant funds for Eligible Program Expenses for which Participant has not submitted a complete payment request to City within fifteen (15) days following the termination of this Agreement shall revert to City and be allocated for other activities.

4. OPERATION OF PROGRAM / PROGRAM SERVICES.

4.1 Diligent Performance of Program Services. Participant shall operate the Program on a continuous basis during the term of this Agreement and shall perform and complete all Program Services diligently and in a timely manner. If any Program Service constitutes a specific task or activity that is required under this Agreement to be commenced or completed by a certain date or time period, Participant shall commence, complete, and perform the task or activity within the specified time period. In connection therewith, Participant shall perform all Program Services included in the Implementation Schedule within the time period set forth therein, and shall cause the Program Outcomes to be achieved within the time periods specified in the Implementation Schedule or the Work Plan.

4.2 Standard of Performance. Participant shall perform all Program Services in a competent manner to the satisfaction of City and in accordance with this Agreement including the Educational Partnership Fund Grant Application attached hereto. Participant represents to City that the Program Services will be performed by Participant under its direct supervision, and that all personnel engaged in the Program Services shall be fully qualified and authorized and permitted under applicable law to perform such Program Services.

4.3 Monitoring. City has the right to monitor and evaluate Participant's performance under this Agreement to determine compliance with this Agreement and Educational Partnership Fund Grant Requirements. Participant shall cooperate with City and shall make available to City all information, documents, and records reasonably requested by City and shall provide City the reasonable right of access to the Site during normal business hours for the purpose of assuring compliance with this Agreement and evaluating Participant's performance hereunder.

4.4 Compliance with Laws and Regulations and Educational Partnership Fund Grant Requirements. Participant shall observe and comply with all applicable laws, regulations, and rules of governmental agencies having jurisdiction, including the Educational Partnership Fund Grant Requirements.

4.5 Licenses, Approvals and Permits. Participant shall secure, at its sole cost and expense, any and all licenses, permits, and approvals that may be required by law for the performance of the Program Services.

4.6 Program Costs. Except to the extent City has specifically agreed to provide the City Grant pursuant to Section 3, Participant shall be responsible for all costs related to the Program.

5. RECORDS AND REPORTS.

5.1 Records.

5.1.1 Records to be Maintained. Participant shall keep and maintain records providing a full description of the Program Services undertaken. Books and records pertaining to the Eligible Program Expenses shall be kept and prepared in accordance with generally accepted accounting principles. The City shall, subject to Section 5.1.4 of this Agreement, have the right to review and audit Participant's accounting books and records pertaining to Eligible Program Expenses and any City Grant.

5.1.2 Retention. The books and records required to be maintained by Participant under this Agreement shall be retained for a period of five (5) years following the termination of this Agreement; provided, however, in the event any litigation, audit, negotiation, or other action involving the books and records is commenced prior to the expiration of the five (5) year retention period, Participant shall retain the books and records until completion of the action and resolution of all issues which arise from it.

5.1.3 Location of Records. The books and records required to be maintained by Participant shall be kept at the Site or such other location as approved by City.

5.1.4 Access to Records. City and/or their representatives shall have full and free reasonable access to, and the right to examine, inspect, and audit, all books and records of Participant pertaining to this Agreement at all times during normal business hours.

5.2 Reports.

5.2.1 Reports. No later than fifteen (15) days after the dates specified in Exhibit "C", Participant shall submit to City the following reports on forms approved by the Contract Officer:

(a) *Performance Reports.* A report on the summary of the Program Services and activities undertaken by Participant under this Agreement for the previous reporting period ("Performance Report"). The Performance Report shall, at a minimum, describe the status of the operation of the Program with respect to each Program Service and Program Objective required to be performed and met during that

reporting period, progress toward achieving the Program Outcomes identified in the Work Plan, costs incurred, funds remaining, a narrative explanation of problems, delays, or adverse conditions which impaired the ability of Participant to meet any obligations if any were not met, favorable developments which enabled Participant to satisfy obligations and meet objectives sooner or at less cost than anticipated or producing more beneficial results than planned, and any additional pertinent information related to contract performance.

(b) *Client Characteristics.* A report on the number of clients served through the Program in the previous paragraph.

Other Reports. In addition to the reports referenced in Section 5.2.1, Participant shall, at such times and in such forms as required by City, prepare and submit to the Contract Officer, such other reports concerning the performance of the Program Services, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement and compliance with Educational Partnership Fund Grant Requirements, as City may reasonably require from time to time.

6. INSURANCE AND INDEMNITY.

6.1 Insurance. Without limiting Participant's indemnification obligations, Participant shall procure and maintain, at its sole cost and for the duration of this Agreement, insurance coverage as provided below, against all claims for injuries against persons or damages to property which may arise from or in connection with the performance of the work hereunder by Participant, its agents, representatives, employees, and/or subparticipants. In the event that Participant subcontracts any portion of the work in compliance with Section 1.8 of this Agreement, the contract between the Participant and such subparticipant shall require the subparticipant to maintain the same policies of insurance that the Participant is required to maintain pursuant to this Section 2.1.

6.1.1 Insurance Coverage Required. The policies and amounts of insurance required hereunder shall be as follows:

(a) Comprehensive General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01 including completed operations and contractual liability, with limits of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate for liability arising out of Participant's performance of this Agreement. The limits shall be provided by either a single primary policy or combination of policies. If limits are provided with excess and/or umbrella coverage the limits combined with the primary will equal the minimum limits set forth above. If written with an aggregate, the aggregate shall be double the each occurrence limit. Such insurance shall be endorsed to:

(1) Name the City of Irvine and its employees, representatives, officers and agents (collectively hereinafter "City and City Personnel") as additional insured for claims arising out of Participant's performance of this Agreement.

(2) Provide that the insurance is primary and non-contributing with any other valid and collectible insurance or self-insurance available to City.

A statement on an insurance certificate will not be accepted in lieu of the actual endorsement.

(b) Workers' Compensation Insurance in accordance with the Labor Code of California and covering all employees of the Participant providing any service in the performance of this agreement. Such insurance shall be endorsed to:

(1) Waive the insurer's right of Subrogation against the City and City Personnel.

A statement on an insurance certificate will not be accepted in lieu of the actual endorsement unless your insurance carrier is the State of California Insurance Fund (SCIF) and the endorsement numbers 2570 and 2065 are referenced on the certificate of insurance.

Participant's completion of the form attached hereto as Attachment 2, Exhibit 1 shall be a condition precedent to Participant's rights under this Agreement. Should Participant certify, pursuant to Attachment 2, Exhibit 1, that, in the performance of the work under this Agreement, it shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, Participant shall nonetheless maintain responsibility for requiring that any subparticipants performing work under this Agreement have and maintain workers' compensation insurance, as required by Section 3700 of the Labor Code, for the work performed under this Agreement.

(c) Evidence of Insurance: Participant shall provide to City a Certificate(s) of Insurance evidencing such coverage together with copies of the required policy endorsements no later than five (5) business days prior to commencement of service and at least fifteen (15) business days prior to the expiration of any policy. Coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to City by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.

Signed insurance certificates and endorsements must be sent via email from Participant's insurance broker/agent to the City's insurance certificate tracking company at CertsOnly-Portland@Ebix.com

The City project title or description MUST be included in the "Description of Operations" box on the certificate.

Certificate Holder:
City of Irvine, California
c/o: CertsOnly-Portland@Ebix.com

(d) Endorsements: A statement on an insurance certificate will not be accepted in lieu of the actual endorsement. Insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval.

Additional Insured Endorsements shall not:

1. Be limited to "Ongoing Operations"
2. Exclude "Contractual Liability"
3. Restrict coverage to the "Sole" liability of Participant
4. Contain any other exclusion contrary to the Agreement.

(e) Any Deductible in Excess of \$50,000 and/or Self-Insured Retentions must be approved in writing by the City.

(f) Acceptability of Insurers. Each policy shall be from a company with current A.M. Best's rating of A VII or higher and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus lines brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing by the City.

(g) Insurance of Subparticipants. Participant shall be responsible for causing Subparticipants to maintain the same types and limits of coverage in compliance with this Agreement, including naming the City as an additional insured to the Subparticipant policies.

6.2 Indemnification. Participant shall indemnify, defend, and hold City and City Personnel harmless from and against any and all actions, suits, claims, demands, judgments, attorney's fees, costs, damages to persons or property, losses, penalties, obligations, expenses or liabilities (herein "claims" or "liabilities") that may be asserted or claimed by any person or entity arising out of the willful or negligent acts, errors or omissions of Participant, its employees, agents, representatives or subparticipants which directly or indirectly relate to the work being performed or services being provided under this Agreement, whether or not there is concurrent active or passive negligence on the part of City and/or City Personnel, but excluding such claims or liabilities arising from the sole active negligence or willful misconduct of City or City Personnel in connection therewith:

6.2.1 Participant shall defend any action or actions filed in connection with any such claims or liabilities, and shall pay all costs and expenses, including attorney's fees incurred in connection therewith.

6.2.2 Participant shall promptly pay any judgment rendered against City or any City Personnel for any such claims or liabilities.

6.2.3 In the event City and/or any City Personnel is made a party to any action or proceeding filed or prosecuted for any such damages or other claims arising out of or in connection with the work being performed or services being provided under this Agreement, Participant shall pay to City any and all costs and expenses incurred by City or City Personnel in such action or proceeding, together with reasonable attorney's fees and expert witness fees.

7. DEFAULTS AND REMEDIES.

7.1 Defaults-General. Subject to Section 9.3 of this Agreement, failure or delay by Participant to perform or timely perform any term or provision of this Agreement constitutes a default under this Agreement.

7.2 Remedies. In addition to any other rights or remedies available at law or in equity, upon a default of Participant, City may:

(a) Temporarily withhold or revise disbursement of City Grant proceeds pending correction of the default by Participant.

(b) Refuse to advance all or any part of the City Grant and reallocate said funds to another activity.

(c) Wholly or partially suspend or terminate the award of the City Grant.

(d) Wholly or partially suspend or terminate this Agreement.

(e) Withhold any further awards for the Program.

(f) Require Participant to repay any City Grant funds which City determines were not expended in compliance with the requirements of this Agreement of the Educational Partnership Fund Grant Requirements.

(g) Institute legal action to cure, correct, or remedy any default, to recover damages for any default, or to obtain any other remedy consistent with the purposes of this Agreement.

(h) No member, official, employee, or contractor of City shall be personally liable to Participant in the event of any default or breach by City or for any amount which may become due to Participant or on any obligations under this Agreement.

Except as otherwise expressly provided in this Agreement, any failure or delay by City in asserting any of its rights and remedies as to any default shall not constitute a waiver of any default, nor shall it change the time of default, nor shall it deprive City of

its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

7.3 Rights and Remedies are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of City are cumulative, and the exercise by City of one or more of its rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by Participant.

8. SPECIAL REQUIREMENTS.

Any additional or supplementary provisions or modifications or alterations to the provisions of this Agreement are set forth in the Special Requirements attached hereto as Exhibit "D." In the event of a conflict between the provisions of the Special Requirements and any other provision of this Agreement, the provisions of the Special Requirements shall take precedence and govern.

9. GENERAL PROVISIONS.

9.1 Notices. All notices required to be delivered under this Agreement to City or Participant shall be delivered to the respective parties at the address set forth next to the party's signature to this Agreement or to such other address as the parties may hereafter designate by written notice to the other party.

9.2 Contract Administration. The Contract Officer and the Participant Representative shall be the persons designated by City and Participant to administer this Agreement. In the event the name and/or contact information for the Contract Officer or the Participant Representative should change while this Agreement is in effect, the other party shall be notified in writing forthwith.

9.3 Force Majeure. The time period(s) specified in this Agreement for performance of any obligation shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Participant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including City, if Participant shall within ten (10) days of the commencement of such delay notify the Contract Officer of the cause of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Participant be entitled to recover damages against City for any delay by City in the performance of this Agreement, however caused, Participant's sole remedy being extension of the Agreement pursuant to this Section.

9.4 Entire Agreement, Waivers and Amendments. This Agreement integrates all of the terms and conditions mentioned herein, or incidental hereto, and

supersedes all negotiations and previous agreements between the parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the party to be charged, and all amendments and modifications hereto must be in writing and signed by the appropriate authorities of City and Participant.

9.5 Applicable Law; Venue. The internal laws of the State of California shall govern the interpretation and enforcement of this Agreement. All legal actions must be instituted and maintained in the Superior Court of the County of Orange, State of California, or in any other appropriate court in that County.

9.6 Litigation Expenses. Subject to Section 6.2 of this Agreement, if either party to this Agreement is required to initiate or defend litigation in any way connected with this Agreement, the prevailing party in such litigation, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees from the losing party. Attorneys' fees shall include attorney's fees on any appeal, and a party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, retaining expert witnesses, taking depositions and discovery, and all other necessary costs incurred with respect to such litigation.

9.7 Severability. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement.

9.8 Prohibition Against Assignment and Transfer. The qualifications and identity of Participant are of particular concern to City. It is because of those qualifications and identity that City has provided financial assistance to Participant and entered into this Agreement with Participant. Accordingly, Participant shall not assign all or any part of this Agreement or any rights hereunder or in the Program or the Site without City's prior written approval, which City may grant or withhold in its sole and absolute discretion. In the event Participant shall undergo a significant change in ownership, the City reserves the right to terminate the Agreement.

9.9 Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.10 Exhibits. It is the intent of the parties that this Agreement including all of its exhibits be read and construed as a single instrument. In the event of any inconsistency, however, between the proposal set forth in the Educational Partnership Fund Grant Application and any other provision of this Agreement, the other provision of this Agreement shall control. This Agreement incorporates by reference the following (5) Exhibits attached hereto:

EXHIBIT A Educational Partnership Fund Work Plan
EXHIBIT B Project Budget
EXHIBIT C Implementation Schedule
EXHIBIT D Special Requirements
EXHIBIT E Payment Schedule

9.11 Attachments. This Agreement incorporates by reference the following (2) Attachments included hereto:

ATTACHMENT 1 Educational Partnership Fund Program Areas
ATTACHMENT 2 Exhibit 1: Workers' Compensation Insurance
Certification

Signature page to follow.


IN WITNESS WHEREOF, City and Participant have entered into this Agreement to be effective as of the date set forth above.

CITY OF IRVINE, a California municipal corporation

By: _____
Brian Fisk

Its: Director of Community Services

IRVINE VALLEY COLLEGE FOUNDATION

By: 
Richard H. Morley

Its: Executive Director

City of Irvine Information

City of Irvine-Educational Partnership Fund
Grant Program
One Civic Center Plaza
Irvine, CA 92606
Attn: Laurie Gruschka, Grants Coordinator

Irvine Valley College Foundation Information:

Irvine Valley College Foundation
5500 Irvine Center Drive
Irvine, CA 92618
Attn: Richard H. Morley, Executive Director

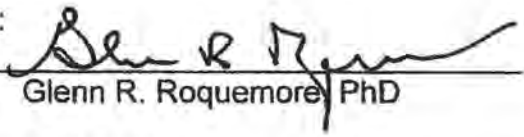
ATTEST:

Sharie Apodaca
City Clerk

APPROVED AS TO FORM:
RUTAN & TUCKER, LLC

Todd O. Litfin
City Attorney

IRVINE VALLEY COLLEGE

By: 
Glenn R. Roquemore, PhD

Its: President

Irvine Valley College Information:

Irvine Valley College
5500 Irvine Center Drive
Irvine, CA 92618
Attn: Glenn R. Roquemore, PhD,
President

Debra L. Fitzsimons
Vice Chancellor, Business Services
SOCCCD

**CITY OF IRVINE
EDUCATIONAL PARTNERSHIP FUND**

Please complete the information below:

Applicant Name: Irvine Valley College Foundation

Program Name: Irvine EPF Scholarships to IVC

Program Report Contact: Richard H. Morley

Telephone: 949-451-5472

Funding Amount: \$100,000

Project Year: 2013-14

PROGRAM GOAL: Establish no fewer than 25 scholarships of \$1,000-\$2,000 each for students who will be attending Irvine Valley College, and to support participation in the Early College Program at Irvine Valley College.

PROGRAM OBJECTIVES AND OUTCOMES DIRECTLY RELATED TO EPF FUNDING:

PROGRAM OBJECTIVES	PROJECTED OUTCOMES FOR 2013-14
Award at least 25 scholarships for the 2013-2014 Irvine Valley College academic year to students graduating from Irvine Unified School District (IUSD) high schools.	Provide at least 25 scholarships of \$1,000-\$2,000 each, totaling \$51,000, for the Irvine Valley College fall term for eligible students from all IUSD high schools, based on academic achievement or financial need. The selection process will take place from July 15-August 31, 2013.
Provide a summer early college program for eligible IUSD high school students.	<p>Approximately 250 students will be served in summer 2014 through the Irvine Public Schools Foundation Summer College at IVC. Funding will provide a \$100 scholarship per student to 250 students, representing a partial tuition reduction.</p> <p>Summer classes will include a variety of college level, introduction to college/basic skills building, and advanced classes, primarily for juniors and seniors. Students will apply, the selection process will be completed, and the summer program started prior to June 30, 2014.</p>
Provide enhanced counseling services to TUSD for the 2013-14 Early College High School Program.	Approximately 167 IVC counseling hours will be provided, serving approximately 100 Beckman High School students.

2013-14 Educational Partnership Fund Budget: Exhibit B

Irvine Valley College Foundation - One Year EPF Program Budget Form Scholarships and Early College Program		
Provide a detailed budget on how funds will be spent and include a brief and clear budget justification for each line item. Do not include information on spending from other sources. If a category does not apply to your program, indicate \$0. Total expenses should equal total funding.		
Line Item Budget	Budget Amount	Budget Justification or Detail
Personnel: Salaries *		
Scholarship Awards		IVC Administrative Staff to administer Scholarship Program and Summer Early College Bridge Program
Financial Aid Specialist	\$1,280	40 hours @ \$32 / hour
Development Associate	\$2,025	75 hours @ \$27 / hour
Software Specialist	\$1,100	20 hours @ \$55 / hours
IVC Counselors for Beckman HS Early College program	\$11,556	Provide approximately 167 IVC counseling hours for the Beckman High School Early College Program. Counseling hours rate at \$69.20 per hour
Personnel: Benefits		
Early College HS Counselors	\$1,503	Benefits for 167 hours of IVC counselors @ 13%
Development Associate	\$167	Benefits for 40 hours
Financial Aid Specialist	\$263	Benefits for 75 hours
Software Specialist	\$143	Benefits for 20 hours
TOTAL PERSONNEL	\$18,037	
Non-Personnel		
Supplies	\$ 463	Miscellaneous supplies including copying, materials for support for administering scholarship awards (letters of announcement, award certificates, award folders and supplies used in the scholarship scoring process). Also includes supplies for administering the Irvine Public Schools Foundation Summer College at IVC, including copying, forms and administrative/secretarial support materials.
Equipment	\$	
Transportation	\$	

2013-14 Educational Partnership Fund Budget: Exhibit B

Printed Materials	\$500	Printed materials for advertising scholarships to IUSD; Printed materials for advertising Summer Classes for IUSD students at IVC. Includes website design and printing of hard copy advertising brochures.
Training/Workshops	\$	
Consultants	\$	
Other (be specific):	\$	
Scholarships/Regular Students	\$ 51,000	At least 25 scholarships of \$1,000 -\$2,000 awarded to Irvine students attending IVC
Scholarships/Summer College Students	\$25,000	Irvine Public Schools Foundation Summer College at IVC, providing 250 students with scholarships of \$100 each, to lower tuition costs for participating IUSD students.
Indirect Costs	\$5,000	5% IVC Foundation gift management fee (per Foundation gift policy)
TOTAL NON-PERSONNEL	\$81,963	
TOTAL EXPENSES	\$100,000	

*Salaries: Provide specific information, including number of hours, number of weeks, number of locations, number personnel, as applicable (e.g. Support Specialists for all 7 middle schools - \$20.12 hr.; 10 hrs./week; 35 weeks; 6 full-time equivalent staff).

EXHIBIT "C"

IMPLEMENTATION SCHEDULE

1. By January 31, 2014, Participant will submit report indicating progress made towards projected Program Outcomes for the period July 1-December 31, 2013.
2. By June 26, 2014, Participant will submit a final report summarizing actual Program Outcomes for the project year.

EXHIBIT "D"
SPECIAL REQUIREMENTS
(Not Applicable)

EXHIBIT "E"
PAYMENT SCHEDULE

Total Funding Awarded: \$100,000

50% of grant amount (\$50,000) payable on signing of contract and receipt of invoice with assigned Purchase Order number.

50% of grant amount (\$50,000) payable on receipt of mid-year report and invoice with assigned Purchase Order number within 15 days after January 31, 2014.

ATTACHMENT 1
EDUCATIONAL PARTNERSHIP FUND/MEASURE BB
FY 2013-14 PROGRAM CATEGORIES AND ALLOCATIONS

No.	Amount Allocated	Program Description per Measure BB	Direct Recipient- Irvine Valley College Foundation
TOTAL:			\$ 100,000
1.	\$ 500,000	To support Irvine students' (K-12) academic performance through enhanced and innovative programs and services, including without limitation student health and guidance.	-
2.	\$ 300,000	In connection with the employment of additional school nurses; with consideration given to those nurses who specialize in school readiness and the developmental progress of students.	-
3.	\$ 500,000	In connection with employment of instructional aides and classroom staff.	-
4.	\$ 200,000	In connection with the employment of additional classified employees to provide for the hygienic conditions of restrooms and similar facilities.	-
5.	\$ 100,000	In connection with the establishment of no fewer than 25 scholarships of \$1,000 - \$2,000 each for students who will be attending Irvine Valley College, and to support participation in the Early College Program at Irvine Valley College	\$ 100,000
6.	\$ 100,000	In connection with public service instructional programs to support service learning opportunities.	-
7.	\$ 200,000	In connection with the acquisition of classroom supplies for teachers and for students in need of essential materials.	-
8.	\$ 100,000	In connection with legal and other professional services for the removal of barriers to securing health, nutritional, housing and other services necessary to provide students with the opportunity to meet appropriate educational objectives.	-
9.	\$ 100,000	In connection with the development of plans and programs to ensure the federal government's faithful compliance with its commitment to the Individuals with Disabilities Education Act.	-
10.	\$ 100,000	In connection with the planning and development of joint use sports facilities at the Orange County Great Park, and the provision of non-permanent "instant stadiums" at any high school or community college in Irvine.	-
11.	\$ 200,000	In connection with the expansion of the School Resource Officers Program.	-
12.	\$ 100,000	In connection with the development and conduct of educational field trips for students.	-
TOTAL:			\$ 100,000

ATTACHMENT 2

Exhibit 1

WORKERS' COMPENSATION INSURANCE CERTIFICATION

Contract Services Description: Educational Partnership Fund

WORKERS' COMPENSATION DECLARATION

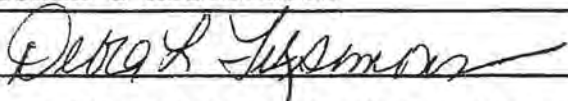
I hereby affirm under penalty of perjury one of the following declarations:

(CHECK ONE APPLICABLE BOX BELOW)

I have and will maintain workers' compensation insurance, as required by Section 3700 of the Labor Code, for the performance of the work to be performed under this Agreement and shall submit insurance certificates evidencing such coverage as set forth herein.

I certify that, in the performance of the work under this Agreement, I shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, and I hereby agree to indemnify, defend, and hold harmless the City of Irvine and all of its officials, employees, and agents from and against any and all claims, liabilities, and losses relating to personal injury or death, economic losses, and property damage arising out of my failure to provide such worker's compensation insurance. I further agree that, if I should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with those provisions and immediately furnish insurance certificates evidencing such coverage as set forth herein.

WARNING: FAILURE TO SECURE WORKERS' COMPENSATION COVERAGE IS UNLAWFUL, AND SHALL SUBJECT AN EMPLOYER TO CRIMINAL PENALTIES AND CIVIL FINES UP TO ONE HUNDRED THOUSAND DOLLARS (\$100,000), IN ADDITION TO THE COST OF COMPENSATION, DAMAGES AS PROVIDED FOR IN SECTION 3706 OF THE LABOR CODE, INTEREST, AND ATTORNEY'S FEES.

Dated:	October 10, 2013
Contracting Firm:	Keenan & Associates
Signature:	
Title:	Vice Chancellor, Business Services
Address:	28000 Marguerite Parkway, Mission Viejo, CA 92692

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: Saddleback College: Curriculum Inventory Revision for the 2013/14 Academic Year

ACTION: Approval

BACKGROUND

Saddleback College's Curriculum Committee and Academic Senate have reviewed and approved the revision of Interior Design Program for the 2013/14 academic year.

STATUS

Saddleback College proposes revisions to the curriculum inventory (Exhibit A) title change within the curriculum inventory for level one to match Saddleback catalog are recommended by the Curriculum Committee and the Academic Senate of Saddleback College for the 2013-14 Academic Year.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the proposed revisions and changes in curriculum as listed in Exhibit A.

Current**Interior Design**

Saddleback College offers an interdisciplinary Interior Design curriculum providing multi-level, accredited courses that prepare students with the competencies required to enter the Interior Design profession. The Associate degree will be awarded after completion of Level III.

Interiors Merchandising Certificate Program

The Interiors Merchandising level provides the student with a short-term certificate program leading to employment in merchandising or sales.

<i>Course ID</i>	<i>Title</i>	<i>Units</i>
Level I Courses		
BUS 137	Professional Selling Fundamentals	3
ID 110	Fundamentals of Interior Design	3
ID 111*	Interior Design Studio I	3
ID 112	Beginning Drafting for Interiors	3
ID 113	Interior Design Careers	2
ID 114	Applied Color and Design Theory for Interior Design	4
ID 115*	Computer-Aided Design/Drafting for Interior Design	3
ID 116	Interior Materials and Products	3
Total		24

Associate Degree will be awarded for Level III only

Revised**Interior Design**

Saddleback College offers an interdisciplinary Interior Design curriculum providing multi-level, accredited courses that prepare students with the competencies required to enter the Interior Design profession. The Associate degree will be awarded after completion of Level III.

Level I - Interiors Merchandising Certificate Program

The Interiors Merchandising level provides the student with a short-term certificate program leading to employment in merchandising or sales.

<i>Course ID</i>	<i>Title</i>	<i>Units</i>
Level I Courses		
BUS 137	Professional Selling Fundamentals	3
ID 110	Fundamentals of Interior Design	3
ID 111*	Interior Design Studio I	3
ID 112	Beginning Drafting for Interiors	3
ID 113	Interior Design Careers	2
ID 114	Applied Color and Design Theory for Interior Design	4
ID 115*	Computer-Aided Design/Drafting for Interior Design	3
ID 116	Interior Materials and Products	3
Total		24

Associate Degree will be awarded for Level III only.

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: Saddleback College: Spring Special Topics for the 2013-2014
Academic Year

ACTION: Approval

BACKGROUND

Saddleback College's Curriculum Committee and Academic Senate have reviewed and approved the Spring Special Topics for the 2013/14 academic year.

STATUS

Saddleback College proposes offering Spring Topics for 2014 to the curriculum of the college Exhibit A. These are recommended by the Curriculum Committee and the Academic Senate of Saddleback College for the 2013-2014 Academic Year.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the proposed changes in curriculum as listed in Exhibit A.

Item Submitted By: *Tod A. Burnett, President*

**Spring 2014 Proposed Curriculum Changes
Saddleback College**

Exhibit A Pg. 1 of 1

Div	Semester	Crs ID	Cat ID	Title	Units
CS	SP 14	APSY 189	405073.00	SP TPS: COLLEGE SUCCESS	3
FAMT	SP 14	MUS 289	405075.00	SP TPS: INTERMEDIATE GUITAR	1
HSHS	SP 14	MA 289	405074.00	SP TPS: APPLICATIONS OF PERFORMANCE IMPROVEMENT	2
TCSP	SP 14	KNEA 289	405088.00	SP TPS: EXERCISE WITH SPECIAL POPULATIONS	3

TO: Board of Trustees
FROM: Gary L. Poertner, Chancellor
RE: Saddleback College: Transfer Degrees for the 2013/14 Academic Year
ACTION: Approval

BACKGROUND

Saddleback College's Curriculum Committee and Academic Senate have reviewed and approved the Transfer degrees for the 2013/14 academic year.

STATUS

Saddleback College proposes five Transfer degrees. Exhibit A includes new and revised Transfer degrees that are recommended by the Curriculum Committee and the Academic Senate of Saddleback College for the 2013-14 Academic Year.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the proposed changes in curriculum to new and revised Transfer degrees as listed in Exhibit A.

Transfer Model Curriculum (TMC) Template for Art History

Exhibit A Pg. 1 of 10

CCC Major or Area of Emphasis: Art History**TOP Code:** 100100**CSU Major(s):** Studio Art – Art with an Emphasis or Concentration in Art History**Total Units:** 18-20 (all units are semester units)

In the four columns to the right under the **College Program Requirements**, enter the college's course identifier, title and the number of units comparable to the course indicated for the TMC. If the course may be double-counted with either CSU-GE or IGETC, enter the GE Area to which the course is articulated. To review the GE Areas and associated unit requirements, please go to Chancellor's Office Academic Affairs page, RESOURCE section located at:

<http://extranet.cccco.edu/Divisions/AcademicAffairs/CurriculumandInstructionUnit/TransferModelCurriculum.aspx>

or the ASSIST website:

http://web1.assist.org/web-assist/help/help-csu_ge.html.

The units indicated in the template are the **minimum** semester units required for the prescribed course or list. All courses must be CSU transferable. At a minimum, where there is an indicated **C-ID Descriptor** in the **REQUIRED CORE** and **LIST A**, the course must have been submitted to C-ID prior to completing the Associate Degree for Transfer (ADT) proposal for Chancellor's Office approval.

Where no **C-ID Descriptor** is indicated, discipline faculty should compare their existing course to the example course(s) provided in the TMC at:

<http://www.c-id.net/degreeereview.html>

and attach the appropriate ASSIST documentation as follows:

- *Articulation Agreement by Major (AAM)* demonstrating lower division preparation in the major at a CSU;
- *CSU Baccalaureate Level Course List by Department (BCT)* for the transfer courses; and/or,
- *CSU GE Certification Course List by Area (GECC)*.

The acronyms **AAM**, **BCT**, and **GECC** will appear in **C-ID Descriptor** column directly next to the course to indicate which report will need to be attached to the proposal to support the course's inclusion in the transfer degree. To access ASSIST, please go to <http://www.assist.org>.

Associate in Arts in Art History for Transfer Degree
College Name: Saddleback College

TRANSFER MODEL CURRICULUM (TMC)		COLLEGE PROGRAM REQUIREMENTS			
Course Title (units)	C-ID Descriptor	Course ID	Course Title	Units	CSU GE/IGETC Area
REQUIRED CORE: (9 units)					
Survey of Western Art from Prehistory through the Middle Ages (3)	ARTH 110	ARTH 25	Survey of Art History: Ancient Worlds to Gothic	3	C1
Survey of Western Art from Renaissance to Contemporary (3)	ARTH 120	ARTH 26	Survey of Art History: Renaissance to Modern	3	C1
Fundamentals of Drawing (3)	ARTS 110	ART 80	Drawing I	3	
LIST A: Select one (3 units)					
Survey of Asian Art (3)	ARTH 130	ARTH 22	Survey of Asian Art (India, China, Japan, and Korea)	3	C1
Art of Africa, Oceania, and Indigenous North Americas (3)	ARTH 140	ARTH 23	African and Oceanic Art	3	C1
Any CSU transferable non-western Art History course.	BCT				
LIST B: Select one (3 units)					
2-D Foundations (3)	ARTS 100	ART 40	Two-Dimensional Design	3	
3-D Foundations (3)	ARTS 101	ART 41	Three-Dimensional Design	3	
Figure Drawing (3)	ARTS 200	ART 85	Drawing from the Live Model I	3	

Introduction to Digital Arts (3)	ARTS 250				
Introduction to Ceramics (3)	ARTS 230	ART 9	Ceramic Fundamentals	3	
Introduction to Photography (3)	ARTS 260				
Sculpture (3)	ARTS 240	ART 70	Fundamentals of Sculpture	3	
Any Studio Arts course articulated as CSU GE	GECC	ART 10	Ceramics - Handbuilding I	3	
OR		ART 60	Intaglio (Etching) and Relief I	3	
Any course articulated as lower division preparation in Studio Arts or similar major at a CSU.	AAM				
LIST C: Select one (3 units)					
Any course from LIST A or B not already used.					
Any CSU transferable Art History course (note: Except ARTH 100 – Art Appreciation)	BCT	ARTH 21	Women and Art	3	C1
		ARTH 24	Indigenous Arts of the Americas	3	C1
		ARTH 27	History of American Art	3	C1
		ARTH 28	History of Modern Art	3	C1
		ARTH 29	Introduction to World Art	3	C1
Any Art or Humanities course articulated as CSU GE Area C1 or IGETC Area 3A.	GECC	ART 4	Fundamentals of Art	3	C1
Any course articulated as CSU GE Area C2 or IGETC Area 3B in: a language other than English (except ASL); Art, History, Humanities, Philosophy, Religion/Religious Studies, or The History of Costume.	GECC	ARTH 20	Art Appreciation	3	C1
Any course articulated as CSU GE Area D1, D3, D4, or D6 or IGETC Area 4.	GECC	SPAN 1	Elementary Spanish	5	C2
		GER 1	Elementary German	5	C2
		FR 1	Elementary French	5	C2
Total Units for the Major:	18	Total Units for the Major:		18-20	
		Total Units that may be double-counted (Ensure that the total for each Area does not exceed the limit for the specific Area)			9
		General Education (CSU GE or IGETC) Units			37-39
		Elective (CSU Transferable) Units			10-14
		Total Degree Units (maximum)			60

Current

Associate of Arts Degree in Psychology for Transfer

The curriculum in the Psychology Associate Degree program is designed to provide the transfer student the opportunity to achieve an Associate degree. While a baccalaureate or higher degree is recommended for those considering professional careers, earning the associate degree may support attempts to gain entry-level employment or promotion.

The following is required for all AA-T or AS-T degrees:

1. Minimum of 60 CSU-transferable semester units.
2. Minimum grade point average (GPA) of at least 2.0 in all CSU-transferable coursework. While a minimum of 2.0 is required for admission, some majors may require a higher GPA. Please consult with a counselor for more information.
3. Completion of a minimum of 18 semester units in an "AA-T" or "AS-T" major. All courses in the major must be completed with a grade of C or better or a "P" if the course is taken on a "pass-no pass" basis (title 5 § 55063).
4. Certified completion of the California State University General Education-Breadth pattern (CSU GE Breadth); OR the Intersegmental General Education Transfer Curriculum (IGETC) pattern.

Course ID	Title	Units
Required Courses:		
PSYC 44*	Statistics for the Behavioral Sciences	3
OR		
MATH 10*	Introduction to Statistics	3
PSYC 1	Introduction to Psychology	3
PSYC 2*	Research Methods in Psychology	3
Select one of the following courses (4 Units)		
BIO 20	Introduction to Biology	4
PSYC 3*	Biological Psychology	4
Select one of the following courses or any course not selected above (3-4 Units)		
PSYC 7*	Developmental Psychology: Childhood through Adolescence	3
PSYC 30*	Social Psychology	3
SOC 1	Introduction to Sociology	3
SOC 2	Social Problems	3
ENG 1A*	Principles of Composition I	4
ENG 1B*	Principles of Composition 2	3
PHIL 12	Introduction to Logic	3
Select one of the following courses or any course not selected above (3-4 Units)		
PSYC 5*	Psychological Aspects of Human Sexuality	3
PSYC 16*	Introduction to Cross-Cultural Psychology	3
PSYC 21	The Psychology of Women	3
PSYC 33	Psychology of Adjustment	3
PSYC 37*	Abnormal Behavior	3
PSYC 125*	Psychology of Aging	3
ANTH 1	Biological Anthropology	3
ANTH 2	Cultural Anthropology	3
ANTH 3*	Culture and Language	3
ECON 2*	Principles (Macro)	3
ECON 4*	Principles (Micro)	3
GEOG 1	Physical Geography	3
GEOG 2	Cultural Geography	3
GEOG 3	World Regional Geography	3
PHIL 1*	Introduction to Philosophy	3
PHIL 15*	Introduction to Ethics	3
Sub Total		49-24
CSU General Education or IGETC pattern		34-40
Transferable units as needed to reach 60 units		
Degree Total		60

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

Revised

Associate of Arts Degree in Psychology for Transfer

The curriculum in the Psychology Associate Degree program is designed to provide the transfer student the opportunity to achieve an Associate degree. While a baccalaureate or higher degree is recommended for those considering professional careers, earning the associate degree may support attempts to gain entry-level employment or promotion.

The following is required for all AA-T or AS-T degrees:

1. Minimum of 60 CSU-transferable semester units.
2. Minimum grade point average (GPA) of at least 2.0 in all CSU-transferable coursework. While a minimum of 2.0 is required for admission, some majors may require a higher GPA. Please consult with a counselor for more information.
3. Completion of a minimum of 18 semester units in an "AA-T" or "AS-T" major. All courses in the major must be completed with a grade of C or better or a "P" if the course is taken on a "pass-no pass" basis (title 5 § 55063).
4. Certified completion of the California State University General Education-Breadth pattern (CSU GE Breadth); OR the Intersegmental General Education Transfer Curriculum (IGETC) pattern.

Course ID	Title	Units
Required Courses:		
PSYC 44*	Statistics for the Behavioral Sciences	3
OR		
MATH 10*	Introduction to Statistics	3
PSYC 1	Introduction to Psychology	3
PSYC 2*	Research Methods in Psychology	3
Select one of the following courses (4 Units)		
BIO 20	Introduction to Biology	4
PSYC 3*	Biological Psychology	4
Select one of the following courses or any course not selected above (3-4 Units)		
PSYC 7*	Developmental Psychology: Childhood through Adolescence	3
PSYC 30*	Social Psychology	3
SOC 1	Introduction to Sociology	3
ENG 1A*	Principles of Composition I	4
ENG 1B*	Principles of Composition 2	3
PHIL 12	Introduction to Logic	3
Select one of the following courses or any course not selected above (3 Units)		
PSYC 5*	Psychological Aspects of Human Sexuality	3
PSYC 16*	Introduction to Cross-Cultural Psychology	3
PSYC 21	The Psychology of Women	3
PSYC 33	Psychology of Adjustment	3
PSYC 37*	Abnormal Behavior	3
PSYC 125*	Psychology of Aging	3
ANTH 1	Biological Anthropology	3
ANTH 2	Cultural Anthropology	3
ANTH 3*	Culture and Language	3
ECON 2*	Principles (Macro)	3
ECON 4*	Principles (Micro)	3
GEOG 1	Physical Geography	3
GEOG 2	Cultural Geography	3
GEOG 3	World Regional Geography	3
PHIL 1*	Introduction to Philosophy	3
PHIL 15*	Introduction to Ethics	3
Sub Total		19-20
CSU General Education or IGETC pattern		34-40
Transferable units as needed to reach 60 units		
Degree Total		60

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

Transfer Model Curriculum (TMC) Template for Elementary Teacher Education

Exhibit A Pg. 4 of 10

CCC Major or Area of Emphasis: Elementary Teacher Education**TOP Code:** 490120**CSU Major(s):** Liberal Studies; Integrated Teacher Education Programs**Total Units:** 48-54 (all units are semester units)

In the four columns to the right under the **College Program Requirements**, enter the college's course identifier, title and the number of units comparable to the course indicated for the TMC. If the course may be double-counted with either CSU-GE or IGETC, enter the GE Area to which the course is articulated. To review the GE Areas and associated unit requirements, please go to Chancellor's Office Academic Affairs page, RESOURCE section located at:

<http://extranet.cccco.edu/Divisions/AcademicAffairs/CurriculumandInstructionUnit/TransferModelCurriculum.aspx>

or the ASSIST website: http://web1.assist.org/web-assist/help/help-csu_ge.html.

The units indicated in the template are the **minimum** semester units required for the prescribed course or list. All courses must be CSU transferable. At a minimum, where there is an indicated **C-ID Descriptor** in the **REQUIRED CORE** and **LIST A**, the course must have been submitted to C-ID prior to completing the Associate Degree for Transfer (ADT) proposal for Chancellor's Office approval.

Where no reference **C-ID Descriptor** is indicated, discipline faculty should compare their existing course to the example course(s) provided in the TMC at: <http://www.c-id.net/degreeereview.html> and attach the appropriate ASSIST documentation as follows:

- *Articulation Agreement by Major (AAM)* demonstrating lower division preparation at a CSU,
- *CSU Baccalaureate Level Course List by Department (BCL)* for the transfer courses, and/or
- *CSU GE Certification Course List by Area (GECC)*.

The acronyms **AAM**, **BCL**, and **GECC** will appear in **C-ID Descriptor** column directly next to the course to indicate which report will need to be attached to the proposal to support the course's inclusion in the transfer degree. To access ASSIST, please go to <http://www.assist.org>.

Associate in Arts in Elementary Teacher Education for Transfer Degree					
College Name: Saddleback College					
TRANSFER MODEL CURRICULUM (TMC)		COLLEGE PROGRAM REQUIREMENTS			
Course Title (units)	C-ID Descriptor	Course ID	Course Title	Units	CSU GE/IGETC Area
REQUIRED CORE: (41-47 units)					
Introduction to Elementary Classroom Teaching (3)	EDUC 200	EDUC 90	Introduction to Elementary Education	3	
Child Growth and Development (3)	CDEV 100	CD 107	Child Growth and Development	3	D9, E
Biology for Educators (4) OR General Biology with Laboratory (4)	AAM	BIO 20	Introduction to Biology	4	B2, B3
Survey of Chemistry and Physics (4) OR Physical Sciences for Educators (4) OR Introduction to Chemistry (5) AND Introduction to Physics (4)	CHEM 140/ PHYS 140 AAM	CHEM 3	Fundamental Chemistry	4	B1, B3
		PHYS 20	The Ideas and Events of Physics	4	B1, B3
Earth Science (3) AND Earth Science Laboratory (1) OR Earth Science with Laboratory (4) OR Earth Science for Educators (4)	GEOL 120 GEOL 120L GEOL 121 AAM	GEOL 20	Introduction to Earth Science	4	B1, B3

Mathematical Concepts for Elementary Teachers – Number Systems (3)	MATH 120 AAM	MATH 112	Mathematics for Elementary School Teachers	5	B4
Public Speaking (3)	COMM 110	SP 1	Communication Fundamentals	3	A1
College Composition (3)	ENGL 100	ENG 1A	Principles of Composition I	4	A2
Introduction to Literature (3)	ENGL 120	ENG 25	Introduction to Literature	3	C2
World Regional Geography (3)	GEOG 125	GEOG 3	World Regional Geography	3	D5
World History to 1500 (3)	HIST 150	HIST 4	World History from 1750	3	C2
United States History to 1877 (3)	HIST 130	HIST 16	History of the United States to 1876	3	D6
Introduction to American Government and Politics (3)	POLS 110	PS 1	American Government	3	D8
LIST A: Select one (3-4 units)					
Any course articulated as fulfilling CSU GE Area A3 with Freshman Composition as a prerequisite	AAM	ENG 1B	Principles of Composition II	3	A3
	ENGL 105 ENGL 110	ENG 170	Reasoning and College Reading	3	A3
LIST B: Select one (3 units)					
Art Appreciation (3)	ARTH 100	ARTH 20	Art Appreciation	3	C1
Introduction to Dance (3)	AAM				
Music Appreciation (3)	MUS 100	MUS 20	Music Appreciation	3	C1
Introduction to Theatre (3)	THTR 111	TA 20	Theatre Appreciation	3	C1
Survey of the Arts (3)	AAM				
LIST C: (Up to 12 additional units)					
Any course(s) not selected above					
Any course that is articulated as lower division preparation for the Liberal Arts, Integrated Teacher Education, or other similar major at a CSU AAM		ENG 142	Children's Literature	3	C2
		ENG 17A	Survey Of English Literature: Beowulf to Romantic Movement	3	C2
		ENG 17B	Survey of English Literature: Romantic Movement to the Present	3	C2
		ENG 15A	Survey of American Literature: 1620-1860	3	C2
		ENG 15B	Survey of American Literature: 1860-Contemporary	3	C2
		PHIL 1	Introduction to Philosophy	3	C2
		PHIL 15	Introduction to Ethics	3	C2
		HUM 1	Introduction to Humanities	3	C2
		HUM 21	The Search for Meaning: Ideas of Self Across Cultures	3	C2
		ANTH 3	Culture and Language	3	D1

Total Units for the Major:	48-54		Total Units for the Major:	55	
			Total Units that may be double-counted <i>(Ensure that the total for each Area does not exceed the limit for the specific Area)</i>		37-39
			General Education (CSU GE or IGETC) Units		37-39
			Elective (CSU Transferable) Units		8-10
			Total Degree Units (maximum)		60

NOTE:

1. Additional requirements for the Elementary Teacher Education major vary at each CSU campus. It is highly recommended that counselors at community colleges discuss other possible courses that are part of the major preparation at a local CSU campus and encourage students to take some of these additional courses prior to transfer.
2. This TMC has been designed to meet the introductory content area subject matter requirements for teaching at the elementary school level. Careful consideration was given to identify a specific match to CSU general education requirements for transfer.
3. Due to considerable overlap between the major requirements and general education (GE), this TMC presumes that all courses in the TMC do fill the indicated CSU-GE requirement. If the courses at a given college do not currently fill all the indicated GE requirements, colleges may want to pursue further CSU-GE approval, or a TMC-aligned degree may not be possible within the SB 1440-mandated 60 unit maximum for the total degree.

Transfer Model Curriculum (TMC) Template for Kinesiology**CCC Major or Area of Emphasis:** Kinesiology**TOP Code:** 127000**CSU Major(s):** Kinesiology**Total Units:** 20 (all units are semester units)

In the four columns to the right under the **College Program Requirements**, enter the college's course identifier, title and the number of units comparable to the course indicated for the TMC. If the course may be double-counted with either CSU-GE or IGETC, enter the GE Area to which the course is articulated. To review the GE Areas and associated unit requirements, please go to Chancellor's Office Academic Affairs page, RESOURCE section located at:

<http://extranet.cccco.edu/Divisions/AcademicAffairs/CurriculumandInstructionUnit/TransferModelCurriculum.aspx>

or the ASSIST website:

http://web1.assist.org/web-assist/help/help-csu_ge.html.

The units indicated in the template are the **minimum** semester units required for the prescribed course or list. All courses must be CSU transferable. At a minimum, where there is an indicated **C-ID Descriptor** in the **REQUIRED CORE** and **LIST A**, the course must have been submitted to C-ID prior to completing the Associate Degree for Transfer (ADT) proposal for Chancellor's Office approval.

Where no **C-ID Descriptor** is indicated, discipline faculty should compare their existing course to the example course(s) provided in the TMC at:

<http://www.c-id.net/degreeereview.html>

and attach the appropriate ASSIST documentation as follows:

- *Articulation Agreement by Major (AAM)* demonstrating lower division preparation in the major at a CSU;
- *CSU Baccalaureate Level Course List by Department (BCT)* for the transfer courses; and/or,
- *CSU GE Certification Course List by Area (GECC)*.

The acronyms **AAM**, **BCT**, and **GECC** will appear in **C-ID Descriptor** column directly next to the course to indicate which report will need to be attached to the proposal to support the course's inclusion in the transfer degree. To access ASSIST, please go to <http://www.assist.org>.

Associate in Arts in Kinesiology for Transfer Degree
College Name: Saddleback College

TRANSFER MODEL CURRICULUM (TMC)		COLLEGE PROGRAM REQUIREMENTS			
Course Title (units)	C-ID Descriptor	Course ID	Course Title	Units	CSU GE/IGETC Area
REQUIRED CORE: (14 units)					
Introduction to Kinesiology (3)	KIN 100	KNES 51	Introduction To Kinesiology	3	
Human Anatomy with Laboratory (4)	BIOL 110B	BIO 11	Human Anatomy	4	B2, B3
AND		BIO 12	Human Physiology	4	B2, B3
Human Physiology with Laboratory (4)	BIOL 120B				
OR					
Human Anatomy and Physiology with Laboratory (8)	BIOL 115S				
Movement-based Courses (minimum 3 units) Select a maximum of one (1) course from any three (3) of the following areas.					
• Aquatics	AAM	KNES 41	Swimming for Nonswimmers	1-1.5	E
		KNES 42	Intermediate Swimming	1-1.5	E
		KNES 44	Aquatic Conditioning	1-1.5	E
• Combatives	AAM	KNES 90	Beginning Self-Defense	1-1.5	E
		KNES 93	Beginning Karate	1-1.5	E

		KNES 94	Beginning Akido	1-1.5	E
• Dance	AAM				
• Fitness	AAM	KNES 1	Cardiovascular Conditioning	1-1.5	E
		KNES 50	Aerobic Dancing	1-1.5	E
• Individual Sports	AAM	KNES 20	Beginning Golf I	1-1.5	E
		KNES 24	Beginning Tennis I	1-1.5	E
		KNES 25	Beginning Tennis II	1-1.5	E
		KNES 26	Intermediate Tennis	1-1.5	E
• Team Sports	AAM	KNES 70	Basketball	1-1.5	E
		KNES 71	Advanced Basketball	1-1.5	E
		KNES 72	Beginning Soccer	1-1.5	E
		KNES 76	Beginning Volleyball	1-1.5	E
		KNES 77	Intermediate Volleyball	1-1.5	E
		KNES 81	Beginning Beach Volleyball	1	E
LIST A: Select two (6 units)					
Introduction to Statistics (3) OR Introductory Statistics in Sociology (3)	MATH 110 SOC 125	MATH 10	Introduction to Statistics	3	B4
Human Biology (4)	AAM	BIO 20	Introduction to Biology	4	B2, B3
Survey of General, Organic, and Biological Chemistry (5) OR General Chemistry for Science Majors I with Laboratory (5)	AAM CHEM 110	CHEM 108 OR CHEM 1A	Introduction to General, Organic, & Biochemistry General Chemistry	4 4	B1, B3 B1, B3
Algebra/Trigonometry-based Physics (4) OR Calculus-based Physics for Scientists and Engineers: A (4)	PHYS 105 PHYS 205	PHYS 2A OR PHYS 4A	Introduction to Physics General Physics	5 5	B1, B3 B1, B3
First Aid and CPR (3)	KIN 101				
Total Units for the Major:	20	Total Units for the Major:		21-23	
		Total Units that may be double-counted <i>(Ensure that the total for each Area does not exceed the limit for the specific Area)</i>			11
		General Education (CSU GE or IGETC) Units			37-39
		Elective (CSU Transferable) Units			9-13
		Total Degree Units (maximum)			60

Transfer Model Curriculum (TMC) Template for Theatre Arts**CCC Major or Area of Emphasis:** Theatre Arts**TOP Code:** 100700**CSU Major(s):** Theatre Arts; Drama**Total Units:** 18 *(all units are semester units)*

Exhibit A Pg. 9 of 10

In the four columns to the right under the **College Program Requirements**, enter the college's course identifier, title and the number of units comparable to the course indicated for the TMC. If the course may be double-counted with either CSU-GE or IGETC, enter the GE Area to which the course is articulated. To review the GE Areas and associated unit requirements, please go to Chancellor's Office Academic Affairs page, RESOURCE section located at:

<http://extranet.cccco.edu/Divisions/AcademicAffairs/CurriculumandInstructionUnit/TransferModelCurriculum.aspx>

or the ASSIST website: http://web1.assist.org/web-assist/help/help-csu_ge.html.

The units indicated in the template are the **minimum** semester units required for the prescribed course or list **All courses must be submitted to C-ID prior to completing the Associate Degree for Transfer (ADT) proposal for Chancellor's Office approval.**

Associate in Arts in Theatre Arts for Transfer Degree
College Name: Saddleback College

TRANSFER MODEL CURRICULUM (TMC)		COLLEGE PROGRAM REQUIREMENTS			
Course Title (units)	C-ID Descriptor	Course ID	Course Title	Units	CSU GE/ IGETC Area
REQUIRED CORE: (9 units)					
Introduction to Theatre (3) OR Theatre History I (3)	THTR 111 THTR 113	TA 20	Theatre Appreciation	3	C1
Acting I	THTR 151	TA 1	Fundamentals of Acting	3	
Rehearsal and Performance Production (maximum of 3 units) OR Technical Theatre in Production (maximum of 3 units)	THTR 191 THTR 192	TA 15 TA 16 TA 17 TA 18 TA 113 ETT 142	Rehearsal and Performance: Drama Rehearsal and Performance: Comedy Rehearsal and Performance: Mixed Genres Rehearsal and Performance: Dance Rehearsal and Performance: Children's Theatre Theatre Production	2 2 2 1 2 1	
LIST A: Select three (9 units)					
Acting II (3)	THTR 152	TA 2	Scene Study I	3	
Introduction to Design / Introduction to Theatre Design (3)	THTR 172				
Introduction to Stage Lighting / Lighting Design Fundamentals (3)	THTR 173	ETT 41	Stage Lighting	3	
Introduction to Stage Costume / Fundamentals of Costume Design (3)	THTR 174	ETT 42	Costume Design	3	
Introduction to Stage Make-up / Stage Make-up (3)	THTR 175				

Script Analysis (3)	THTR 114				
Stagecraft (3)	THTR 171	ETT 40	Stagecraft	4	
If not used in REQUIRED CORE: Rehearsal and Performance Production (maximum of 3 units) OR Technical Theatre in Production (maximum of 3 units)	THTR 191	TA 15	Rehearsal and Performance: Drama	2	
		TA 16	Rehearsal and Performance: Comedy	2	
		TA 17	Rehearsal and Performance: Mixed Genres	2	
		TA 18	Rehearsal and Performance: Dance	1	
		TA 113	Rehearsal and Performance: Children's Theatre	2	
	THTR 192	ETT 142	Theatre Production	1	
Total Units for the Major:	18	Total Units for the Major:		18	
		Total Units that may be double-counted (Ensure that the total for each Area does not exceed the limit for the specific Area)		3	
		General Education (CSU GE or IGETC) Units		37-39	
		Elective (CSU Transferable) Units		6-8	
		Total Degree Units (maximum)		60	

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: Saddleback College: Community Education, Fall 2013 – Additional Class Offerings

ACTION: Approval

BACKGROUND

The South Orange Community College District is known for offering high-quality, non-credit programs and fee-based classes. Saddleback College performs an important services and fulfills a vital part of their mission by offering these classes and programs through Community Education. The Community Education programs, presenters, and accompanying compensation require the approval of the Board of Trustees.

STATUS

A variety of educational and recreational events have been planned by Saddleback College Community Education to serve the community during Fall 2013. Expenses for conducting these classes will be paid by the income from participant fees. Following Board approval of the Fall 2013 Community Education course offerings at the June 17, 2013 meeting, the college planned some additional courses to include in their Fall 2013 program. Exhibit A lists the additional classes offerings, presenters, and compensation.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the Community Education courses, presenters, and compensation.

South Orange County Community College District

SADDLEBACK COLLEGE

COMMUNITY EDUCATION NON-CREDIT PROGRAM-Fall II 2013

PROGRAM	ACTIVITY TITLE	DATES	PRESENTER	HONORARIA	FEE
Adult	Italian Classes	10/15 - 12/31	Conversa (I)	50% net	\$60-\$125
CFK	Academic Chess	10/15 - 12/31	Academic Chess (I)	60% net	\$84
	Academic Origami	10/15 - 12/31	Academic Chess (I)	60% net	\$84
	Adventures In Art	10/15 - 12/31	OC Art Studios (I)	60% net	\$84
	After-School Games	10/15 - 12/31	Ed Neely (E)	60% net	\$72
	After-School Hoops	10/15 - 12/31	One On One Basketball Staff (I)	60% net	\$90
	Beginning Guitar With Ron Gorman	10/15 - 12/31	Ron Gorman (E)	60% net	\$80
	Bricks 4 Kids: Spectacular Sports	10/15 - 12/31	Bricks 4 Kidz (I)	60% net	\$90
	Bricks 4 Kidz: Amazing Animals	10/15 - 12/31	Bricks 4 Kidz (I)	60% net	\$90
	Bricks 4 Kidz: Amusement Park Rides	10/15 - 12/31	Bricks 4 Kidz (I)	60% net	\$90
	Bricks 4 Kidz: Engineering With LEGO® Bricks	10/15 - 12/31	Future Builders With Bricks (I)	60% net	\$90
	Bricks 4 Kidz: Engineering With LEGO® Bricks	10/15 - 12/31	Bricks 4 Kidz (I)	60% net	\$90
	Bricks 4 Kidz: Interesting Inventions	10/15 - 12/31	Bricks 4 Kidz (I)	60% net	\$90
	Bricks 4 Kidz: Mining And Crafting	10/15 - 12/31	Bricks 4 Kidz (I)	60% net	\$90
	Bricks 4 Kidz: Space Adventures	10/15 - 12/31	Bricks 4 Kidz (I)	60% net	\$90
	Capture The Flag	10/15 - 12/31	Chris Elliott (E)	30% net	\$54
	Capture The Flag	10/15 - 12/31	Bob Johnson (E)	30% net	\$54
	Care4Yoga	10/15 - 12/31	Care4Yoga (I)	60% net	\$90
	Challenge Island	10/15 - 12/31	Future Builders With Bricks (I)	60% net	\$90
	Chess Club	10/15 - 12/31	Brain Builders (I)	60% net	\$90
	Coast 2 Coast Soccer	10/15 - 12/31	Coast 2 Coast Soccer (I)	60% net	\$78
	Creating With Clay - Clay Class For Kids	10/15 - 12/31	Art Just Create It (I)	60% net	\$90
	Culinary Kids	10/15 - 12/31	Culinary Kids (I)	60% net	\$90
	CUSD Substitutes	10/15 - 12/31	Lu Neely (E)	Varies	Varies
	CUSD Substitutes	10/15 - 12/31	Nicole Reed (E)	Varies	Varies
	Engineering And Robotics With LEGO® Bricks	10/15 - 12/31	Future Builders With Bricks (I)	60% net	\$90
	Engineering Using LEGO® Bricks: Mining And	10/15 - 12/31	Future Builders With Bricks (I)	60% net	\$90
	Engineering With LEGO® Bricks: Mining And C	10/15 - 12/31	Future Builders With Bricks (I)	60% net	\$90
	Engineering with LEGO®: Race Cars 201	10/15 - 12/31	Brain Builders (I)	60% net	\$90
	Engineering With LEGO®: Super Structures	10/15 - 12/31	Brain Builders (I)	60% net	\$90
	F.A.S.T.	10/15 - 12/31	F.A.S.T. (I)	60% net	\$90
	Fit Kids: Cheerleading	10/15 - 12/31	Fit Kids America (I)	60% net	\$84
	Fit Kids: Flag Football	10/15 - 12/31	Fit Kids America (I)	60% net	\$84
	Fit Kids: Lacrosse	10/15 - 12/31	Fit Kids America (I)	60% net	\$84
	Functional Agility Speed Training (F.A.S.T)	10/15 - 12/31	F.A.S.T. (I)	60% net	\$90
	Mad Science: Crazy Chemworks	10/15 - 12/31	Mad Science (I)	60% net	\$90
	Mad Science: Excellent Ecology	10/15 - 12/31	Mad Science (I)	60% net	\$90
	Mad Science: Excellent Ecology	10/15 - 12/31	Mad Science (I)	60% net	\$90
	Mad Science: Exploration Science	10/15 - 12/31	Mad Science (I)	60% net	\$90
	Mad Science: Exploration Science	10/15 - 12/31	Mad Science (I)	60% net	\$90
	Mad Science: NASA	10/15 - 12/31	Mad Science (I)	60% net	\$90
	Magic Of Musical Theater	10/15 - 12/31	Melissa Kopenhefer (E)	60% net	\$72
	Masters Of The Field	10/15 - 12/31	Academic Chess (I)	60% net	\$84
	Math Tutoring	10/15 - 12/31	wikiTHINK (I)	Varies	\$269
	OC Art Studios: Animal Drawing 101	10/15 - 12/31	OC Art Studios (I)	60% net	\$84
	Performing Arts Club	10/15 - 12/31	Confidence In The Spotlight (I)	60% net	\$90
	Spanish Classes	10/15 - 12/31	Conversa (I)	50% net	\$90-\$113
	Storytelling: The Pathway To Public Speaking	10/15 - 12/31	Debra Weller (E)	60% net	\$78
	Storytelling: The Pathway To Public Speaking	10/15 - 12/31	Larie Burgess (E)	60% net	\$78
	Super Chefs	10/15 - 12/31	Super Readers (I)	60% net	\$90
	Toddler Time	10/15 - 12/31	Toddler Time (I)	60% net	\$90
	Young Rembrandts Cartooning	10/15 - 12/31	Young Rembrandts (I)	60% net	\$90

(E) Employee

(I) Independent Contractor

South Orange County Community College District

SADDLEBACK COLLEGE

COMMUNITY EDUCATION NON-CREDIT PROGRAM-Fall II 2013

PROGRAM	ACTIVITY TITLE	DATES	PRESENTER	HONORARIA FEE
	Young Rembrandts Draw Amazing Things	10/15 - 12/31	Young Rembrandts (I)	60% net \$90

(E) Employee

(I) Independent Contractor

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: Saddleback College: Student Out of State Travel – San Antonio, TX

ACTION: Approval

BACKGROUND

The Saddleback College Fine Arts and Media Technology Division is committed to offering high quality educational opportunities to its students. Saddleback College has made a commitment through the years to support activities that enhance effective student leadership. Periodically, student representatives participate in leadership activities on a national level.

STATUS

The Cinema/TV/Radio Department intends to send up to six students and a Saddleback College staff member to the National Student Electronic Media Convention in San Antonio, TX. Dates of the conference, including travel, are from Wednesday October 30, 2013 through Sunday November 3, 2013. Expenses for the conference are estimated to be \$8,876, which will be paid through a \$5,379 appropriation from ASG, and \$3,497 from the KSBR Foundation Account. Additional expenses not covered by these funds will be paid by students and staff attending the conference. An overview of the conference and its associated expenses are detailed in Exhibit A.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the out-of-state travel request for up to six students and a Saddleback College staff member to attend the October 30, 2013 through November 3, 2013 National Student Electronic Media Convention in San Antonio at a cost not to exceed \$8,876.

South Orange County Community College District

SADDLEBACK COLLEGE

NATIONAL STUDENT ELECTRONIC MEDIA CONVENTION

LOCATION: San Antonio, TX

DATES: Oct. 30 - Nov. 3, 2013

Sponsored by College Broadcasters Inc., the annual fall conference is expected to draw more than 1,000 students and advisers. The conference features more than 90 practical and professional learning sessions and discussion groups.

Up to 6 Saddleback College Cinema/TV/Radio students will be chosen to attend the event, based on applications that will be judged by the Cinema/TV/Radio faculty. The students will be expected to make presentations on their experiences to their respective classes. In addition, it is anticipated that through interaction with student media leaders at other colleges, our students will be inspired to take leadership roles in radio and television production at Saddleback College.

Anticipated Expenses:

Per student

Registration	100
Airfare (including fees)	518
Lodging \$193 per night /2 per room X 4	386
Meals (student rate) \$25 x 5 days	125
Ground Transportation	66

Total \$1,195 x 6 students = \$7,170

Faculty/Staff member

Registration	100
Airfare	518
Lodging \$193 per night x 4 nights	772
Meals (at employee rate) \$50 x 5	250
Ground Transportation	66

Total faculty/staff \$1,706

Total \$8,876

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: Saddleback College: Orange County Workforce Investment Board Agreement

ACTION: Approval

BACKGROUND

In February 2013, Saddleback College's Office of Grants and Contracts submitted an application to the Orange County Workforce Investment Board (OCWIB) requesting that the College become an eligible vendor/contractor. Subsequently, in May 2013 Saddleback College was placed on the OCWIB's provider list with a rating of "preferred provider."

In August 2013, the College was invited to submit three proposals to provide workforce development related services under the Orange County WIB's Workforce Innovation Fund (OCWIB WIF).

STATUS

In September 2013, the OCWIB informed the College that they wished to enter into contract with Saddleback College to provide *Veteran's Pipeline Initiative* services under the OCWIB WIF (defined in Attachment B – Scope of Work). This project will help establish a system that connects Orange County businesses with Veterans to fill IT jobs. The system will result in an increased pipeline of qualified IT Veteran applicants; enhanced career, academic, and supportive services for Veterans seeking IT related careers; and result in a centralized resource for businesses seeking to hire Veterans. Saddleback's main role will be outreach and counseling of Veteran students.

The agreement (Exhibit A) commences on October 1, 2013 and terminates on June 30, 2014. Funds/payment for services under this contract will not exceed \$170,600.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees accept this award from the Orange County Workforce Investment Board and approve the Agreement # 13-28-629677 (EXHIBIT A) in the amount of \$170,660.

Item Submitted By: *Tod A. Burnett, President*

Dr. Debra L. Fitzsimons, Vice Chancellor, Business Services

Dr. Robert Bramucci, Vice Chancellor, Technology and Learning Services

AGREEMENT # 13-28-629677

BETWEEN

COUNTY OF ORANGE

AND

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

DBA

SADDLEBACK COLLEGE

FOR

WORKFORCE SERVICES PROFESSIONAL SERVICES

AGREEMENT (ACTIVITY)

FUNDING SOURCES: 100% FEDERAL

CFDA:

17.258 WIA Adult Programs

17.259 WIA Youth Activities

17.278 WIA Dislocated Worker Formula Grants

17.283 Workforce Innovation Fund (WIF)

WIA Title I VEAP SFP

Governor's 25 % portion of Dislocated Worker Funds

from Title I of the federal Workforce Investment Act

Other funding programs as granted by various

Agencies as needed

Funding Agency

Department of Labor

Department of Labor

Department of Labor

Department of Labor

State of California

State of California



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Exhibit F – EDD Independent Contractor Reporting Requirements
Exhibit G– OC Community Resources Contract Reimbursement Policy
Exhibit H – Authorized Signature Form

This Agreement #13-28-629677, hereinafter referred to as "CONTRACT," is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California; hereinafter referred to as "COUNTY," and South Orange County Community College District dba Saddleback College with a place of business at 28000 Marguerite Parkway, Mission Viejo, CA 92692-3635 hereinafter referred to as "CONTRACTOR," with COUNTY and CONTRACTOR sometimes referred to as "PARTY," or collectively as "PARTIES."

RECITALS

WHEREAS, Congress has enacted the "Workforce Investment Act of 1998," hereinafter referred to as "the Act", to provide workforce investment activities through a One-Stop Service Delivery System, increase employment retention and earnings, empower individuals through information and access to training resources through Individual Training Accounts, reduce welfare dependency and increase accountability thereby improving the quality of the workforce and enhancing the productivity and competitiveness of the Nation; and

WHEREAS, COUNTY, acting as the Administrator of the Act funds, is empowered to make a portion of the funds available pursuant to the Act (hereinafter referred to as "grant funds") to CONTRACTOR, for the purpose of implementing the provisions of the Act; and

WHEREAS, CONTRACTOR has submitted to COUNTY an application for funding under the Workforce Services Request for Proposal; and

WHEREAS, COUNTY, by Minute Order dated, June 18, 2013 a copy of which is on file with the Clerk of the Board of Supervisors of Orange County and which by this reference is incorporated herein and made a part hereof as if fully set forth, has appropriated a portion of grant funds in an amount not to exceed \$170,600.00 (One Hundred Seventy Thousand Six Hundred Dollars and 00 Cents) to engage CONTRACTOR to carry out certain program services; and

WHEREAS, CONTRACTOR, in order to receive grant funds, is agreeable to the terms and conditions hereinafter set forth;

NOW, THEREFORE, the PARTIES mutually agree as follows:

ARTICLES

Additional Terms and Conditions:

1. **Coordination/Administration of CONTRACT:** COUNTY'S OC Community Resources Director or designee (hereinafter referred to as "DIRECTOR"), and OC Community Services/Community Investment Division - Workforce Services Activities project coordinator (hereinafter referred to as "PROJECT MANAGER") shall assume responsibilities through coordinating the grant under the Act, its Regulations, and the WIA services provided by the COUNTY. The County's Contract Manager (hereinafter referred to as "CONTRACT MANAGER") shall administer this CONTRACT as is necessary or reasonable to comply with COUNTY policies.
2. **Purpose:** The purpose of the program funded by this CONTRACT is to provide workforce investment activities that increase employment, retention, earnings and occupations skill attainment through local workforce investment systems to those seeking employment. Additionally, this program is funded to increase the effectiveness of local and regional business through business improvement and development activities, job matching, and other services. All services are intended to improve the quality of the workforce and enhance the productivity and competitiveness of Orange County and the United States. CONTRACTOR shall ensure that the program funded hereby shall comply with this purpose.
3. **Term of Contract:** The effective term of this CONTRACT shall commence on October 1, 2013 and terminate on June 30, 2014 subject to the provisions of this CONTRACT; however, CONTRACTOR shall perform such duties extending beyond this term, including but not limited to obligations with respect to indemnification, audits, monitoring, reporting and accounting. CONTRACTOR and CONTRACT MANAGER may mutually agree in writing and may be renewed for four (4) consecutive one-year periods as allowable under the WIA. Any subsequent renewals shall be at the discretion of the OCWIB and Orange County Board of Supervisors, provided that COUNTY'S maximum obligation stated in this CONTRACT does not increase as a result, and on the same terms and conditions upon mutual CONTRACT of the parties in writing without further Board action, unless the COUNTY earlier terminates this CONTRACT pursuant to the provisions contained herein. All renewals will not exceed a termination date of June 30, 2018.
4. **Contingency of Funds:** CONTRACTOR acknowledges that the obligations of COUNTY under this CONTRACT are contingent upon the availability of Federal and/or State funds as applicable and inclusion of sufficient funds for the services hereunder remains in effect or operation. In the event that such funding is terminated or reduced, CONTRACT MANAGER may immediately terminate this CONTRACT, reduce COUNTY'S maximum obligation, or modify this Agreement, without penalty. The decision of CONTRACT MANAGER shall be binding on CONTRACTOR. CONTRACT MANAGER shall provide CONTRACTOR with written notification of such determination. CONTRACTOR shall immediately comply with DIRECTOR'S or CONTRACT MANAGER'S decision.
5. **Program Income:** COUNTY'S maximum obligation herein shall be reduced by the amount of any program income earned by CONTRACTOR, from sources other than COUNTY, as a result of this CONTRACT or the services provided by CONTRACTOR pursuant to this CONTRACT.

6. **Fiscal Appropriations:** This CONTRACT is subject to and contingent upon applicable budgetary appropriations being approved by the County of Orange Board of Supervisors for each fiscal year during the term of this CONTRACT. If such appropriations are not approved, the CONTRACT will be terminated, without penalty to the COUNTY.

7. **Fiscal Accountability:**

- a. Financial Management System: CONTRACTOR shall establish and maintain a sound financial management system, based upon generally accepted accounting principles. CONTRACTOR'S system shall provide fiscal control and accounting procedures that will include the following:
 - 1. Information pertaining to tuition rates, payments, and educational assistance payments;
 - 2. Source documentation to support accounting records; and
 - 3. Proper charging of costs and cost allocation.
- b. CONTRACTOR'S Record: CONTRACTOR'S records shall be sufficient to:
 - 1. Permit preparation of required reports;
 - 2. Permit tracking of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable restrictions on the use of such funds; and
 - 3. Permit the tracking of program income, or profits earned, and any costs incurred (such as stand-in costs) that are otherwise allowable except for funding limitation.
- c. Costs Charged: Cost shall be charged to this CONTRACT only in accordance with the following:
 - 1. The Act;
 - 2. 20 C.F.R. Part 667; and
 - 3. State implementing legislation
 - 4. Requirements of other funding sources

8. **Non-Supplantation of Funds:** CONTRACTOR shall not supplant any Federal, State, or COUNTY funds intended for the purposes of this CONTRACT with any funds made available under this CONTRACT. CONTRACTOR shall not claim reimbursement from COUNTY for, or apply sums received from COUNTY with respect to, that portion of its obligations which have been paid by another source of revenue. CONTRACTOR agrees that it shall not use fund received pursuant to this CONTRACT, either directly or indirectly, as a contribution or compensation for the purposes of obtaining Federal, State, or COUNTY, funds under any Federal, State, or COUNTY, program without prior written approval from COUNTY CONTRACT MANAGER.

9. **Amendments – Changes/Extra Work:** The CONTRACTOR shall make no changes to this CONTRACT without the COUNTY'S written consent. In the event that there are new or unforeseen requirements, the COUNTY with the CONTRACTOR'S concurrence has the discretion to request official changes at any time without changing the intent of this CONTRACT.

If COUNTY-initiated changes or changes in laws or government regulations affect price, the CONTRACTOR'S ability to deliver services, or the project schedule, the CONTRACTOR shall give the COUNTY written notice no later than seven (7) calendar days from the date the law or regulation went into effect or the date the change was proposed by the COUNTY and the CONTRACTOR was notified of the change. Such changes shall be agreed to in writing and incorporated into a CONTRACT Amendment;

said Amendment shall be issued by the COUNTY CONTRACT MANAGER, shall require the mutual consent of all PARTIES, and may prohibit the CONTRACTOR from proceeding with the work as set forth in this CONTRACT.

10. Nondiscrimination and Compliance Provisions:

- a. CONTRACTOR shall comply fully with the nondiscrimination and equal opportunity provisions; the Nontraditional Employment for Women Act of 1991; Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Americans with Disabilities Act of 1990; Title IX of the Education Amendments of 1972, as amended; the Equal Opportunity provisions in Executive Order 11246, as amended by Executive Order 11375 and supplemented by the requirements of 41 C.F.R. Part 60; and with all applicable requirements imposed by or pursuant to regulations or Executive Order implementing those laws, including, but not limited to, 29 C.F.R. Part 37. The United States, the State of California and COUNTY have the right to seek judicial enforcement of this requirement.
- b. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (California Government Code, Section 12900 et seq.) and the regulations promulgated there under (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this CONTRACT by reference and made a part hereof as if set forth in full.
- c. In the performance of this CONTRACT, CONTRACTOR and its subcontractors shall not deny the CONTRACT'S benefits to any person on the basis of race, ancestry, national origin, religion, color, ethnic group identification, sex, age, mental or physical disability (including HIV and AIDS), medical condition (including cancer), marital status, denial of family care leave, political affiliation or belief, nor will they unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of race, ancestry, national origin, religion, color, ethnic group identification, sex, age, mental or physical disability (including HIV and AIDS), medical condition (including cancer), marital status, denial of family care leave, political affiliation or belief. CONTRACTOR shall insure that the evaluation and treatment of employees and applicants for employment are free from such discrimination and harassment.
- d. CONTRACTOR will include the non-discrimination and compliance provisions of this Paragraph of the CONTRACT in all subcontracts to perform work under this CONTRACT.
- e. CONTRACTOR will give written notice of its obligations under this Paragraph of the CONTRACT to labor organizations with which CONTRACTOR has a collective bargaining or other CONTRACT.
- f. CONTRACTOR shall furnish any and all information requested by DIRECTOR and shall permit DIRECTOR access, during business hours, to books, records and accounts in order to ascertain CONTRACTOR'S compliance with the above non-discrimination requirements.

- 11. Payments:** CONTRACTOR agrees that any and all funds received under this CONTRACT shall be disbursed or encumbered on or before June 30, 2014, and that any and all funds remaining as of June 30, 2014, which have not been disbursed shall be

returned by CONTRACTOR to COUNTY within thirty (30) days of the expiration or earlier termination of the CONTRACT as provided herein. No expense of CONTRACTOR will be reimbursed by COUNTY if incurred after June 30, 2014. No CONTRACTOR expenses shall be paid if billing is received by COUNTY after July 31, 2014.

Upon the effective date of this CONTRACT, COUNTY shall make payments to CONTRACTOR in accordance with the following payment schedule:

- a. Monthly Payments. Beginning November 30, 2013, upon receipt and approval by OC Community Services/Community Investment Division (CID) of CONTRACTOR'S invoice showing the prior month's actual expenditures, COUNTY shall make monthly reimbursement payments based on CONTRACTOR MANAGER's invoice so long as the total payments under this Agreement do not exceed \$170,600.00
 - b. COUNTY Discretion. At the sole discretion of COUNTY, payments to CONTRACTOR may be made more frequently than monthly, but such payments shall always be in arrears and not in advance of the provision of services by CONTRACTOR.
 - c. Advance. Notwithstanding (b) above, upon written request and justification from CONTRACTOR, COUNTY may advance to CONTRACTOR a sum not to exceed one sixth (1/6) of COUNTY'S maximum obligation hereunder. CONTRACT MANAGER shall reduce the amount of monthly payments in the seventh, eighth, ninth, tenth, and eleventh months by twenty percent (20%) of any advance payment, under (a) above, to recover any outstanding advance or part thereof. Such recovery may not exceed the total of all outstanding advances. No monthly payment shall be made to CONTRACTOR which would result in less money remaining unpaid to CONTRACTOR than the total of advances made to CONTRACTOR.
 - d. Invoices. COUNTY will reimburse CONTRACTOR for eligible project-related costs only. CONTRACTOR shall submit requests for reimbursement to COUNTY on a monthly basis beginning on November 20, 2013, and must provide adequate documentation as required by COUNTY in accordance with the OC Community Resources Reimbursement Policy for Documenting CONTRACTOR Costs, incorporated herein by reference as Exhibit G. Failure to provide any of the required documentation will cause COUNTY to withhold all or a portion of a request for reimbursement, or return the entire reimbursement package to CONTRACTOR, until such documentation has been received and approved by COUNTY.
- 12. Performance Standards:** CONTRACTOR shall comply with and adhere to the performance accountability standards and general program requirements described in Sections 136 (Performance Standards) as contained in Attachment D and 195 (General Program Requirements) of the Act and applicable regulations and as contained in Attachment A. Should the Performance Requirements defined in the Agreement between the State of California and the County of Orange be changed, COUNTY shall have the right to unilaterally modify this CONTRACT to meet such requirements.
- 13. Compliance with COUNTY WIA Policies and Procedures:** If any services under this Agreement are funded by WIA, CONTRACTOR shall comply with all applicable parts of COUNTY's WIA Policies and Procedures. Said Policies and Procedures may be modified by COUNTY's PROGRAM MANAGER upon ten (10) days written notice to CONTRACTOR.

14. Modification of Program Components and Service Levels

The PARTIES hereto agree that those program components and service levels detailed in Attachments B and C may be modified upon mutual written agreement of the CONTRACT MANAGER and CONTRACTOR so long as the total payments under this CONTRACT are not increased and the basic goals and objectives of the program are not altered. Should the Federal Government and/or the State of California modify any program component and/or service level detailed in Attachment B, then the COUNTY shall have the right to unilaterally modify this Agreement to meet such requirements.

- a. CONTRACT MANAGER may at any time, by written change order to CONTRACTOR, make changes within the general scope of this Agreement, including, in the definition of services and tasks to be performed, the manner in which services are performed, the time and place of performance thereof and additional related provisions. Such change orders may be made when necessitated by changes in the Orange County One-Stop System operations or performance, the operations or performance of CONTRACTOR, or changes in applicable statutes, regulations or State of California or Federal mandates or directives.

CONTRACTOR and CONTRACT MANAGER shall make a good faith effort to reach agreement with respect to change orders, which affect the price of services under the CONTRACT. CONTRACTOR's protest or failure to agree to the amount of any adjustment to be made as a result of a change order shall be a dispute for which an appeal may be made pursuant to this CONTRACT. Notwithstanding the foregoing, the price of services under this CONTRACT shall not be increased except by written modification of this CONTRACT indicating the new services and price of this Agreement if applicable. Until the parties reach agreement, CONTRACTOR shall not be obligated to assume increased performance under the change order beyond the limitation of funds established within this CONTRACT.

- b. CONTRACTOR may request changes in the scope of performance or services under this CONTRACT, by submitting a written request to PROGRAM MANAGER describing the request and its impact on the Scope of Work and Budget. PROGRAM MANAGER will review the request and respond in writing within ten (10) business days. Requests shall be reviewed in light of all Community Investment Division (CID) program activities. CONTRACT MANAGER's decision whether to approve the request or request Board of Supervisors' approval shall be final. CONTRACT MANAGER may approve a request that meets all of the following criteria:

- (i) It does not materially change the terms of this CONTRACT, and
- (ii) It is supported by adequate consideration to COUNTY.

Board of Supervisors' action is necessary to approve a request from CONTRACTOR that does not satisfy all of the criteria listed above.

- 15. Satisfactory Work:** Services rendered hereunder are to be performed to the written satisfaction of DIRECTOR. COUNTY'S staff will interpret all reports and determine the quality, acceptability and progress of the services rendered.

16. Access and Records:

- a. Access. COUNTY, the State of California and the United States Government and/or their representatives, shall have access, for purposes of monitoring, auditing, and examining, to CONTRACTOR'S activities, books, documents and papers (including computer records and emails) and to records of CONTRACTOR'S SUBCONTRACTORS, consultants, contracted employees, bookkeepers, accountants, employees and participants related to this CONTRACT. CONTRACTOR shall insert this condition in each CONTRACT between CONTRACTOR and a SUBCONTRACTOR that is pursuant to this CONTRACT shall require the SUBCONTRACTOR to agree to this condition. Such agencies or representatives shall have the right to make excerpts, transcripts and photocopies of such records and to schedule on site monitoring at their discretion. Monitoring activities also may include, but are not limited to, questioning employees and participants and entering any premises or onto any site in which any of the services or activities funded hereunder are conducted or in which any of the records of CONTRACTOR are kept. CONTRACTOR shall make available its books, documents, papers, financial records, etc., within three (3) days after receipt of written demand by DIRECTOR which shall be deemed received upon date of sending. In the event CONTRACTOR does not make the above referenced documents available within the COUNTY of Orange, California, CONTRACTOR agrees to pay all necessary and reasonable expenses incurred by COUNTY, or COUNTY'S designee, in conducting any audit at the location where said records and books of account are maintained.
- b. Records Retention. All accounting records and evidence pertaining to all costs of CONTRACTOR and all documents related to this CONTRACT shall be kept available at CONTRACTOR'S office or place of business for the duration of this CONTRACT and thereafter for four (4) years after completion of an audit. Records which relate to: (1) complaints, claims, administrative proceedings or litigation arising out of the performance of this CONTRACT; or (2) costs and expenses of this CONTRACT to which COUNTY or any other governmental agency takes exception, shall be retained beyond the four (4) years until final resolution or disposition of such appeals, litigation, claims, or exceptions.
- c. Liability. CONTRACTOR shall pay to COUNTY the full amount of COUNTY'S liability to the State or Federal government or any agency thereof resulting from any disallowance or other audit exceptions to the extent that such liability is attributable to CONTRACTOR'S failure to perform under this CONTRACT.

17. Breach of Contract: The failure of the CONTRACTOR to comply with any of the provisions, covenants or conditions of this CONTRACT shall be a material breach of this CONTRACT. In such event the COUNTY may, and in addition to any other remedies available at law, in equity, or otherwise specified in this CONTRACT:

- a. Terminate the CONTRACT immediately, pursuant to Paragraph J herein;
- b. Afford the CONTRACTOR written notice of the breach and ten calendar days or such shorter time that may be specified in this CONTRACT within which to cure the breach;
- c. Discontinue payment to the CONTRACTOR for and during the period in which the CONTRACTOR is in breach; and
- d. Offset against any monies billed by the CONTRACTOR but yet unpaid by the COUNTY those monies disallowed pursuant to the above.

18. **CONTRACTOR – Change in Ownership:** The CONTRACTOR agrees that if there is a change in ownership prior to completion of this contract, the new owner will be required, under terms of sale, to assume this contract and complete it to the satisfaction of the COUNTY.
19. **Conditions Affecting Work:** The CONTRACTOR shall be responsible for taking all steps reasonably necessary, to ascertain the nature and location of the work to be performed under this CONTRACT; and to know the general conditions which can affect the work or the cost thereof. Any failure by the CONTRACTOR to do so will not relieve CONTRACTOR from responsibility for successfully performing the work without additional cost to the COUNTY. The COUNTY assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this CONTRACT, unless such understanding or representations by the COUNTY are expressly stated in the CONTRACT.
20. **Conflict of Interest – CONTRACTOR’S Personnel:** The CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the COUNTY. This obligation shall apply to the CONTRACTOR; the CONTRACTOR’S employees, agents, and relatives; sub-tier CONTRACTORS; and third PARTIES associated with accomplishing work and services hereunder. The CONTRACTOR’S efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the COUNTY.
21. **Conflict of Interest – COUNTY Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The CONTRACTOR shall not, during the period of this contract, employ any COUNTY employee for any purpose.
22. **Consulting Contract – Follow-On Work:** No person or firm or subsidiary thereof who has been awarded a consulting services contract or a contract which includes a consulting component may be awarded a contract for the provision of services, the delivery of goods or supplies, or the provision of any other related action which is required, suggested, or otherwise deemed appropriate as an end product of the consulting services contract. Therefore, any consultant that contracts with a COUNTY agency/department to develop a feasibility study or to provide formal recommendations is precluded from contracting for any work recommended in the study or included in the recommendations.
23. **Contingent Fees:** The CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this CONTRACT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees of the CONTRACTOR or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business.
- For breach or violation of this warranty, the COUNTY shall have the right to terminate this contract in accordance with the termination clause and at its sole discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee from the CONTRACTOR.
24. **CONTRACTOR Bankruptcy/Insolvency:** If the CONTRACTOR should be adjudged bankrupt or should have a general assignment for the benefit of its creditors or if a receiver should be appointed on account of the CONTRACTOR’S insolvency, the COUNTY may terminate this CONTRACT.

25. **CONTRACTOR Personnel:** The CONTRACTOR warrants that all persons employed to provide service under this CONTRACT have satisfactory past work records indicating their ability to accept the kind of responsibility anticipated under this CONTRACT.

26. **CONTRACTOR's Project Manager and Key Personnel:** CONTRACTOR shall appoint a „CONTRACTOR'S PROJECT MANAGER" to direct the CONTRACTOR's efforts in fulfilling CONTRACTOR's obligations under this CONTRACT. This name of the CONTRACTOR's PROJECT MANAGER shall be provided to the COUNTY. If there be a PROJECT MANAGEMENT change the CONTRACTOR will notify the COUNTY in writing prior to the change being made.

The COUNTY'S PROJECT MANAGER shall have the right to require the removal and replacement of the CONTRACTOR's PROJECT MANAGER and key personnel. The COUNTY's PROJECT MANAGER shall notify the CONTRACTOR in writing of such action. The CONTRACTOR shall accomplish the removal within 14 calendar days after written notice by the COUNTY's PROJECT MANAGER. The COUNTY'S PROJECT MANAGER shall review and approve the appointment of the replacement for the CONTRACTOR'S PROJECT MANAGER and key personnel. Said approval shall not be unreasonable withheld.

27. **COUNTY Of Orange Child Support Enforcement:** In order to comply with the child support enforcement requirements of the County of Orange, within ten (10) days of notification of selection of award of CONTRACT but prior to official award of CONTRACT, the selected CONTRACTOR agrees to furnish to the CONTRACT MANAGER, the Purchasing Agent, or the agency/department deputy purchasing agent:

- a. In the case of an individual CONTRACTOR, his/her name, date of birth, Social Security number, and residence address;
- b. In the case of a CONTRACTOR doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of ten (10) percent or more in the contracting entity;
- c. A certification that the CONTRACTOR has fully complied with all applicable federal and state reporting requirements regarding its employees; and
- d. A certification that the CONTRACTOR has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

Failure of the CONTRACTOR to timely submit the data and/or certifications required may result in the CONTRACT being awarded to another CONTRACTOR. In the event a CONTRACT has been issued, failure of the CONTRACTOR to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the CONTRACT. Failure to cure such breach within sixty (60) calendar days of notice from the COUNTY shall constitute grounds for termination of the CONTRACT.

28. **Data – Title To:** All materials, documents, data or information obtained from the COUNTY data files or any COUNTY medium furnished to the CONTRACTOR in the performance of this contract will at all times remain the property of the COUNTY. Such data or information may not be used or copied for direct or indirect use by the CONTRACTOR after completion or termination of this CONTRACT without the express written consent of the COUNTY. All material, documents, data or information, including copies, must be returned to the COUNTY at the end of this CONTRACT.

29. Intellectual Property

(a) Federal Funding. In any Agreement funded in whole or in part by the Federal government, COUNTY may acquire and maintain the Intellectual Property rights, title, and ownership, which result directly or indirectly from the Agreement, except as provided in 37 Code of Federal Regulations part 401.14. CONTRACTOR agrees to grant the COUNTY, Federal and State governments a royalty-free, non-exclusive, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

(b) Ownership.

(1) Except where COUNTY has agreed in a signed writing to accept a license, COUNTY shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all intellectual property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by CONTRACTOR or COUNTY and which result directly or indirectly from this Agreement.

(2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will, any data or information maintained, collected or stored in the ordinary course of business by COUNTY, and all other legal rights protecting intangible proprietary information as may exist now and/or hereafter come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.

(i) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos, computer software and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. "Works" does not include articles submitted to peer review or reference journals or independent research projects.

(3) In the performance of this Agreement, CONTRACTOR may exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, CONTRACTOR may access and utilize certain of COUNTY's Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, CONTRACTOR shall not use any of COUNTY's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of COUNTY. Except as otherwise set forth herein,

neither the CONTRACTOR nor COUNTY shall give any ownership interest in or rights to its Intellectual Property to the other Party. If, during the term of this Agreement, CONTRACTOR accesses any third-party Intellectual Property that is licensed to COUNTY, CONTRACTOR agrees to abide by all license and confidentiality restrictions applicable to COUNTY in the third-party's license agreement.

(4) CONTRACTOR agrees to cooperate with COUNTY in establishing or maintaining COUNTY's exclusive rights in the Intellectual Property, and in assuring COUNTY's sole rights against third parties with respect to the intellectual Property. If the CONTRACTOR enters into any agreements or subcontracts with other parties in order to perform this Agreement, CONTRACTOR shall require the terms of the agreement(s) to include all Intellectual Property provisions of paragraphs twenty-seven (27) (a) through twenty-seven (i). Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to COUNTY all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, CONTRACTOR or COUNTY and which result directly or indirectly from this Agreement or any subcontract.

(5) Pursuant to paragraph twenty-seven (27) (b) (4) of the Intellectual Property Provisions of this Agreement, the requirement for the CONTRACTOR to include all Intellectual Property Provisions of paragraph twenty-seven (a) through twenty-seven (i) of the Intellectual Property Provisions in all agreements and subcontracts it enters into with other parties does not apply to agreements or subcontracts that are for customized and on-the-job training as authorized under 20 CFR 663.700-730.

(6) CONTRACTOR further agrees to assist and cooperate with COUNTY in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce COUNTY's Intellectual Property rights and interests.

(c) Retained Rights/License Rights.

(1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by CONTRACTOR or COUNTY and which result directly or indirectly from this Agreement, CONTRACTOR shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. CONTRACTOR hereby grants to COUNTY, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose of CONTRACTOR's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless CONTRACTOR assigns all rights, title and interest in the Intellectual Property as set forth herein.

(2) Nothing in this provision shall restrict, limit, or otherwise prevent CONTRACTOR from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that CONTRACTOR's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of COUNTY or third party, or result in a breach or default of any provisions of paragraphs twenty-seven (a) through twenty-seven (i) or result in a breach of any provisions of law relating to confidentiality.

(d) Copyright.

(1) CONTRACTOR agrees that for purposes of copyright law, all works (as defined in Ownership, paragraph twenty-seven (b) (2) (i) of authorship made by or on behalf of CONTRACTOR in connection with CONTRACTOR's performance of this Agreement shall be deemed "works made for hire." CONTRACTOR further agrees that the work of each person utilized by CONTRACTOR in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of CONTRACTOR or that person has entered into an agreement with CONTRACTOR to perform the work. CONTRACTOR shall enter into a written agreement with any such person that (i) all work performed for CONTRACTOR shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to COUNTY to any work product made, conceived, derived from or reduced to practice by CONTRACTOR or COUNTY and which result directly or indirectly from this Agreement.

(2) All materials, including, but not limited to, computer software, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by CONTRACTOR or COUNTY and which result directly or indirectly from this Agreement may not be reproduced or disseminated without prior written permission from COUNTY.

(e) Patent Rights. With respect to inventions made by CONTRACTOR in the performance of this Agreement, which did not result from research and development specifically included in the Agreement's scope of work, CONTRACTOR hereby grants to COUNTY a license as described under paragraph twenty-seven (c) for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the Agreement's scope of work, then CONTRACTOR agrees to assign to COUNTY, without additional compensation, all its right, title and interest in and to such inventions and to assist COUNTY in securing United States and foreign patents with respect thereto.

(f) Third-Party Intellectual Property. Except as provided herein, CONTRACTOR agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of CONTRACTOR or third party without first: (i) obtaining COUNTY's prior written approval; and (ii) granting to or obtaining for COUNTY's, without additional compensation, a license, as described in paragraph twenty-seven (c), for any of CONTRACTOR's or third-party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon these terms is unattainable, and COUNTY determines that the Intellectual Property should be included in or is required for CONTRACTOR's performance of this Agreement, CONTRACTOR shall obtain a license under terms acceptable to COUNTY.

(g) Warranties.

(1) CONTRACTOR represents and warrants that:

(i) CONTRACTOR has secured and will secure all rights and licenses necessary for its performance of this Agreement.

(ii) Neither CONTRACTOR's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual

Property made, conceived, derived from, or reduced to practice by CONTRACTOR or COUNTY and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There are currently no actual or threatened claims by any such third party based on an alleged violation of any such right by CONTRACTOR.

(iii) Neither CONTRACTOR's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.

(iv) CONTRACTOR has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites locations, property or props that may be used or shown.

(v) CONTRACTOR has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to COUNTY in this Agreement.

(vi) CONTRACTOR has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

(vii) CONTRACTOR has no knowledge of any outstanding claims, licenses or other charges, liens or encumbrances of any kind or nature whatsoever that could affect in any way CONTRACTOR's performance of this Agreement.

(2) COUNTY MAKES NO WARRANTY, THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

(h) Intellectual Property Indemnity.

(1) CONTRACTOR shall indemnify, defend and hold harmless COUNTY and its licensees and assignees, and its officers, contract administrators, employees, agents, representatives, successors, and users of its products, ("Indemnities") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim action, or proceeding, commenced or threatened) to which any of the Indemnities may be subject, whether or not CONTRACTOR is a party to any pending or threatened litigation, which arise out of or are related to;

(i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of CONTRACTOR pertaining to Intellectual Property; or

(ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of COUNTY's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by CONTRACTOR or COUNTY and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that was issued after the effective date of this Agreement. COUNTY reserves the right to participate in and/or control, at CONTRACTOR's expense, any such infringement action brought against COUNTY.

(2) Should any Intellectual Property licensed by the CONTRACTOR to COUNTY under this Agreement become the subject of an Intellectual Property infringement claim CONTRACTOR will exercise its authority reasonably and in good faith to preserve COUNTY's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to COUNTY. COUNTY shall have the right to monitor and appear through its own counsel (at CONTRACTOR's expense) in any such claim or action. In the defense or settlement of the claim, CONTRACTOR may obtain the right for COUNTY to continue using the licensed intellectual Property or, replace or modify the licensed Intellectual Property, so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, COUNTY may be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.

(3) CONTRACTOR agrees that damages alone would be inadequate to compensate COUNTY for breach of any term of these Intellectual Property provisions of paragraphs twenty-seven (a) through twenty-seven (i) by CONTRACTOR. CONTRACTOR acknowledges COUNTY would suffer irreparable harm in the event of such breach and agrees COUNTY shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

(i) Survival. The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

30. Disputes – Contract:

- a. The PARTIES shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this CONTRACT is not disposed of in a reasonable period of time by the CONTRACTOR'S PROJECT MANAGER and the COUNTY'S PROJECT MANAGER, such matter shall be brought to the attention of the COUNTY CONTRACT MANAGER by way of the following process:
 1. The CONTRACTOR shall submit to the agency/department assigned CONTRACT MANAGER a written demand for a final decision regarding the disposition of any dispute between the PARTIES arising under, related to, or involving this CONTRACT, unless the COUNTY, on its own initiative, has already rendered such a final decision.

2. The CONTRACTOR'S written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the CONTRACT, the CONTRACTOR shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the CONTRACTOR believes the COUNTY is liable.
- b. Pending the final resolution of any dispute arising under, related to, or involving this CONTRACT, the CONTRACTOR agrees to diligently proceed with the provision of services under this CONTRACT. The CONTRACTOR'S failure to diligently proceed shall be considered a material breach of this CONTRACT.

Any final decision of the COUNTY shall be expressly identified as such, shall be in writing, and shall be signed by the CONTRACT MANAGER. If the COUNTY fails to render a decision within ninety (90) days after receipt of the CONTRACTOR'S demand, it shall be deemed a final decision adverse to the CONTRACTOR'S contentions. Nothing in this Paragraph shall be construed as affecting the COUNTY'S right to terminate the CONTRACT for Cause or Terminate for Convenience as stated in Paragraph J herein.

31. **Complaint Handling Procedures:** CONTRACTOR shall comply with the "Complaint Handling Procedures", a copy of which is available from the PROJECT MANAGER. CONTRACTOR shall advise participants of their right to file complaints and of the procedures for resolution of any complaints. CONTRACTOR shall follow COUNTY'S procedures for handling complaints which is available from the PROJECT MANAGER for alleging a violation of regulations, grants or other agreements. Any decision of the COUNTY, the State or the Federal government relating to the complaint shall be binding on CONTRACTOR.
32. **EDD Independent CONTRACTOR Reporting Requirements:** Effective January 1, 2001, the County of Orange is required to file federal Form 1099-Misc for services received from a "service provider" to whom the COUNTY pays \$600 or more or with whom the COUNTY enters into a contract for \$600 or more within a single calendar year attached hereto as Exhibit F and incorporated herein by this reference. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the state." The term is further defined by the California Employment Development Department to refer specifically to independent CONTRACTORS. An independent CONTRACTOR is defined as "an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a contract for services performed for that ... government entity either in or outside of California."

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at www.edd.ca.gov/txicr.htm.

- 33. Gratuities:** The CONTRACTOR warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the CONTRACTOR or any agent or representative of the CONTRACTOR to any officer or employee of the COUNTY with a view toward securing the CONTRACT or securing favorable treatment with respect to any determinations concerning the performance of the CONTRACT. For breach or violation of this warranty, the COUNTY shall have the right to terminate the CONTRACT, either in whole or in part, and any loss or damage sustained by the COUNTY in procuring on the open market any services which the CONTRACTOR agreed to supply shall be borne and paid for by the CONTRACTOR. The rights and remedies of the COUNTY provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the CONTRACT.
- 34. Sectarian Activities:** CONTRACTOR certifies that this CONTRACT does not aid or advance any religious sect, church or creed for a purpose that is sectarian in nature, nor does it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church, or sectarian denomination.
- 35. Drug Free Workplace:** CONTRACTOR shall execute and abide by the Drug Free Workplace Certification attached hereto as Exhibit B and incorporated herein by this reference.
- 36. Debarment:** CONTRACTOR shall execute and abide by the Debarment & Suspension Certification, attached hereto as Exhibit C and incorporated herein by this reference, and by so doing declares that it is not debarred or suspended or otherwise excluded from or ineligible for participation in Federal/State assistance programs in accordance with 29 C.F.R. Part 98.
- 37. Lobbying:**
1. CONTRACTOR shall execute and abide by the terms of the "Certification Regarding Lobbying," which is attached hereto as Exhibit E and incorporated herein by this reference. CONTRACTOR shall complete and immediately forward to the PROJECT MANAGER the "Disclosure Form to Report Lobbying," a copy of which is attached hereto as Exhibit "H" and incorporated herein by this reference, if CONTRACTOR, or any person, firm or corporation acting on CONTRACTOR'S behalf, engaged or engages in lobbying any federal office, employee, elected official or agency with respect to this CONTRACT or funds to be received by CONTRACTOR pursuant to this CONTRACT.
 2. CONTRACTOR agrees that the funds provided herein shall not be used to promote, directly or indirectly, any political party, political candidate or political activity, except as permitted by law.
- 38. Fraud:** CONTRACTOR shall immediately report all suspected or known instances and facts concerning possible fraud, abuse or criminal activity under this CONTRACT.
- 39. Standards of Conduct:**
1. General Assurance. Every reasonable course of action will be taken by CONTRACTOR in order to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or improper conduct.

This CONTRACT will be administered in an impartial manner, free from efforts to attain personal, financial or political gain. CONTRACTOR, its officers and employees, in administering this CONTRACT, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest or desire for personal gain.

2. Employment of Former State or COUNTY Employees. CONTRACTOR will ensure that any of its employees who were formerly employed by the State of California or COUNTY, in a position that could have enabled such individuals to impact policy regarding or implementation of programs covered by this CONTRACT, will not be assigned to any part or phase of the activities conducted pursuant to this CONTRACT for a period of not less than two years following the termination of such employment.
 3. Conducting Business Involving Relatives. No relative by blood, adoption or marriage of any executive or employee of CONTRACTOR will receive favorable treatment when considered for enrollment in programs provided by, or employment with CONTRACTOR.
 4. Conducting Business Involving Close Personal Friends and Associates. Executives and employees of CONTRACTOR will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering this CONTRACT, will exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for CONTRACTOR to conduct business with a friend or associate of an executive or employee of CONTRACTOR or an elected official in the area or a staff person or consultant who is a member or officer of the Board of Directors or other official governing body of CONTRACTOR, a permanent record of the transaction will be retained.
 5. Avoidance of Conflict of Economic Interest. No executive or employee of CONTRACTOR, elected official in the area, or any staff person or consultant who is a member or officer of the Board of Directors or other official governing body of CONTRACTOR will solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by CONTRACTOR or COUNTY.
- 40. News/Information Release:** The CONTRACTOR agrees that it will not issue any news releases in connection with either the award of this contract or any subsequent amendment of or effort under this CONTRACT without first obtaining review and written approval of said news releases from the COUNTY through the COUNTY'S PROJECT MANAGER.
- 41. Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the PARTIES' PROJECT MANAGERS' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the PARTIES hereto may designate by written notice from time to time in the manner aforesaid.

For COUNTY:
County of Orange
OC Community Resources
1770 North Broadway
Santa Ana, CA 92706

For CONTRACTOR:
South Orange County Community College District
dba Saddleback College
28000 Marguerite Pkwy
Mission Viejo, CA 92692-3635

- 42. Literature / Publicity:** Any literature distributed by CONTRACTOR for the purpose of apprising businesses, participants, or the general public of its programs under this CONTRACT shall state that its program, wholly or in part, is funded through COUNTY, State and Federal government funds; are supported by the County of Orange and the Orange County Workforce Investment Board and shall state that the program is an "equal opportunity employer/program" and that "auxiliary aids and services are available upon request to individuals with disabilities."
- 43. Ownership of Documents:** The COUNTY has permanent ownership of all directly connected and derivative materials produced under this CONTRACT by the CONTRACTOR. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remains the sole property of the COUNTY and may be used by the COUNTY as it may require without additional cost to the COUNTY. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the CONTRACTOR without the express written consent of the COUNTY.
- 44. Precedence:** The CONTRACT documents consist of this CONTRACT and its exhibits and attachments. In the event of a conflict between or among the CONTRACT documents, the order of precedence shall be the provisions of the main body of this CONTRACT, i.e., those provisions set forth in the recitals and articles of this CONTRACT, and then the exhibits and attachments.
- 45. Project Manager, COUNTY:** The COUNTY shall appoint a PROJECT MANAGER to act as liaison between the COUNTY and the CONTRACTOR during the term of this CONTRACT. The COUNTY's PROJECT MANAGER shall coordinate the activities of the COUNTY staff assigned to work with the CONTRACTOR.
- 46. Reports/Meetings:** The CONTRACTOR shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this CONTRACT. The COUNTY'S PROJECT MANAGER and the CONTRACTOR'S PROJECT MANAGER will meet on reasonable notice to discuss the CONTRACTOR'S performance and progress under this CONTRACT. If requested, the CONTRACTOR'S PROJECT MANAGER and other project personnel shall attend all meetings. The CONTRACTOR shall provide such information that is requested by the COUNTY for the purpose of monitoring progress under this CONTRACT.
- 47. Termination – Orderly:** After receipt of a termination notice from the County of Orange, the CONTRACTOR shall submit to the COUNTY a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than sixty (60) days from the effective date of the termination, unless one or more extensions in writing are granted by the COUNTY upon written request of the CONTRACTOR. Upon termination COUNTY agrees to pay the CONTRACTOR for all services performed prior to termination which meet the requirements of the CONTRACT, provided, however, that such compensation plus previously paid compensation shall not exceed the total compensation set forth in the CONTRACT. Upon termination or other expiration of this CONTRACT, each PARTY shall promptly return to the other PARTY all papers, materials, and other properties of the other held by each for purposes of execution of the CONTRACT. In addition, each PARTY will assist the other PARTY in orderly termination of this CONTRACT and the transfer of all aspects, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each PARTY.
- 48. Publication:** No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art work, resulting from performance or prepared in connection with this CONTRACT, are to be released by CONTRACTOR and/or anyone acting under the supervision of CONTRACTOR to any

person, partnership, company, corporation, or agency, without prior written approval by the COUNTY, except as necessary for the performance of the services of this CONTRACT. All press releases, including graphic display information to be published in newspapers, magazines, etc., are to be administered only by the COUNTY unless otherwise agreed to by both PARTIES.

49. **Errors and Omissions:** All reports, files and other documents prepared and submitted by CONTRACTOR shall be complete and shall be carefully checked by the professional(s) identified by CONTRACTOR as PROJECT MANAGER and key personnel attached hereto, prior to submission to the COUNTY. CONTRACTOR agrees that COUNTY review is discretionary and CONTRACTOR shall not assume that the COUNTY will discover errors and/or omissions. If the COUNTY discovers any errors or omissions prior to approving CONTRACTOR'S reports, files and other written documents, the reports, files or documents will be returned to CONTRACTOR for correction. Should the COUNTY or others discover errors or omissions in the reports, files or other written documents submitted by CONTRACTOR after COUNTY approval thereof, COUNTY approval of CONTRACTOR'S reports, files or documents shall not be used as a defense by CONTRACTOR in any action between the COUNTY and CONTRACTOR, and the reports, files or documents will be returned to CONTRACTOR for correction.

General Terms and Conditions:

- A. **Governing Law and Venue:** This CONTRACT has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this CONTRACT, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange COUNTY, California, and the PARTIES hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the PARTIES specifically agree to waive any and all rights to request that an action be transferred for trial to another COUNTY.
- B. **Entire Contract:** This CONTRACT, including Attachments A, B, and C and Exhibits A, B, C, D, E, F, G and H which are attached hereto and incorporated herein by this reference, when accepted by the CONTRACTOR either in writing or by the shipment of any article or other commencement of performance hereunder, contains the entire CONTRACT between the PARTIES with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on COUNTY unless authorized by COUNTY in writing. Electronic acceptance of any additional terms, conditions or supplemental contracts by any COUNTY employee or agent, including but not limited to installers of software, shall not be valid or binding on COUNTY unless accepted in writing by County's CONTRACT MANAGER.
- C. **Amendments:** No alteration or variation of the terms of this CONTRACT shall be valid unless made in writing and signed by the PARTIES; no oral understanding or agreement not incorporated herein shall be binding on either of the PARTIES; and no exceptions, alternatives, substitutes or revisions are valid or binding on COUNTY unless authorized by COUNTY in writing.
- D. **Delivery:** Time of delivery of services is of the essence in this CONTRACT. COUNTY reserves the right to refuse any services and to cancel all or any part of the descriptions or services that do not conform to the prescribed Scope of Services. Delivery shall not be deemed to be complete until all services have actually been received and accepted in writing by COUNTY.

- E. Acceptance/Payment:** Unless otherwise agreed to in writing by the COUNTY, 1) acceptance shall not be deemed complete unless in writing and until all the services have actually been received to the satisfaction of COUNTY, and 2) payment shall be made in arrears after satisfactory acceptance.
- F. Warranty:** CONTRACTOR expressly warrants that the services covered by this CONTRACT are fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon CONTRACTOR'S part to indemnify, defend and hold COUNTY and its indemnities as identified in paragraph "O" and "EE" below, and as more fully described in Paragraph "O", harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by COUNTY by reason of the failure of the services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- G. Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this CONTRACT, CONTRACTOR shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this CONTRACT. CONTRACTOR warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. CONTRACTOR agrees that, in accordance with the more specific requirement contained in Paragraph "O" and "EE" below, it shall indemnify, defend and hold COUNTY and COUNTY Indemnities harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorney's fees, costs and expenses.
- H. Assignment or Sub-Contracting:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the PARTIES. Furthermore, neither the performance of this CONTRACT nor any portion thereof may be assigned or sub-contracted by CONTRACTOR without the express written consent of COUNTY. Any attempt by CONTRACTOR to assign or sub-contract the performance or any portion thereof of this CONTRACT without the express written consent of COUNTY shall be invalid and shall constitute a breach of this CONTRACT.
- I. Non-Discrimination:** In the performance of this CONTRACT, CONTRACTOR agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subCONTRACTORS to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. CONTRACTOR acknowledges that a violation of this provision shall subject CONTRACTOR to all the penalties imposed for a violation of Section 1720 et seq. of the California Labor Code.
- J. Termination:** In addition to any other remedies or rights it may have by law, COUNTY has the right to terminate this CONTRACT without penalty immediately with cause or after 30 days" written notice without cause, unless otherwise specified. Cause shall be defined as any breach of CONTRACT, any misrepresentation or fraud on the part of the CONTRACTOR. Exercise by COUNTY of its right to terminate the CONTRACT shall relieve COUNTY of all further obligations.

- K. Consent to Breach Not Waiver:** No term or provision of this CONTRACT shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- L. Remedies Not Exclusive:** The remedies for breach set forth in this CONTRACT are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this CONTRACT does not preclude resort by either party to any other remedies provided by law.
- M. Independent CONTRACTOR:** CONTRACTOR shall be considered an independent CONTRACTOR and neither CONTRACTOR nor its employees; nor anyone working under CONTRACTOR shall be considered an agent or an employee of COUNTY. Neither CONTRACTOR nor its employees; nor anyone working under CONTRACTOR shall qualify for workers' compensation or other fringe benefits of any kind through COUNTY.
- N. Performance:** CONTRACTOR shall perform all work under this CONTRACT, taking necessary steps and precautions to perform the work to COUNTY'S satisfaction. CONTRACTOR shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other services furnished by the CONTRACTOR under this CONTRACT. CONTRACTOR shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of COUNTY required in its governmental capacity, in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by sub-CONTRACTORS.
- O. Insurance:**

Insurance Provisions

Prior to the provision of services under this contract, the CONTRACTOR agrees to purchase all required insurance at CONTRACTOR'S expense and to deposit with the COUNTY Certificates of Insurance, including all endorsements required herein, necessary to satisfy the COUNTY that the insurance provisions of this contract have been complied with and to keep such insurance coverage and the certificates therefore on deposit with the COUNTY during the entire term of this contract. In addition, all SUBCONTRACTORS performing work on behalf of CONTRACTOR pursuant to this contract shall obtain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR.

All self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance. If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a 0 by the appropriate line of coverage. Any self-insured retention (SIR) or deductible in an amount in excess of \$25,000 (\$5,000 for automobile liability), shall specifically be approved by the COUNTY Executive Office (CEO)/Office of Risk Management.

If the CONTRACTOR fails to maintain insurance acceptable to the COUNTY for the full term of this contract, the COUNTY may terminate this contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier) or have a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**

If the insurance carrier is not an admitted carrier in the state of California and does not have an A.M. Best rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the CONTRACTOR shall provide the minimum limits and coverage as set forth below:

Coverage	Minimum Limits
Commercial General Liability	\$1,000,000 per occurrence; \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned, and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Professional Liability Insurance	\$1,000,000 per claims made or per occurrence
Sexual Misconduct Liability	\$1,000,000 per occurrence

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of insurance:

- 1) An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, agents as Additional Insureds.
- 2) A primary non-contributing endorsement evidencing that the CONTRACTOR'S insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

All insurance policies required by this contract shall waive all rights of subrogation against the County of Orange and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees.

All insurance policies required by this contract shall give the County of Orange 30 day notice in the event of cancellation and 10 days for non-payment of premium. This shall be evidenced by policy provisions or an endorsement separate from the Certificate of Insurance.

If CONTRACTOR'S Professional Liability policy is a "claims made" policy, CONTRACTOR shall agree to maintain professional liability coverage for two years following completion of contract.

The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

COUNTY expressly retains the right to require CONTRACTOR to increase or decrease insurance of any of the above insurance types throughout the term of this CONTRACT. Any increase or decrease in insurance will be as deemed by County of Orange Risk MANAGER as appropriate to adequately protect COUNTY.

COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not deposit copies of acceptable certificates of insurance and endorsements with COUNTY incorporating such changes within thirty days of receipt of such notice, this CONTRACT may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit CONTRACTOR'S liability hereunder nor to fulfill the indemnification provisions and requirements of this CONTRACT, nor act in any way to reduce the policy coverage and limits available from the insurer.

- P. Changes:** CONTRACTOR shall make no changes in the work or perform any additional work without the COUNTY'S specific written approval.
- Q. Change of Ownership:** CONTRACTOR agrees that if there is a change or transfer in ownership of CONTRACTOR'S business prior to completion of this CONTRACT, the new owners shall be required under terms of sale or other transfer to assume CONTRACTOR'S duties and obligations contained in this CONTRACT and complete them to the satisfaction of COUNTY.
- R. Force Majeure:** CONTRACTOR shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this CONTRACT caused by any act of God, war, civil disorder,

employment strike or other cause beyond its reasonable control, provided CONTRACTOR gives written notice of the cause of the delay to COUNTY within thirty-six (36) hours of the start of the delay and CONTRACTOR avails himself of any available remedies.

- S. Confidentiality:** CONTRACTOR agrees to maintain the confidentiality of all COUNTY and COUNTY-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this CONTRACT. All such records and information shall be considered confidential and kept confidential by CONTRACTOR and CONTRACTOR'S staff, agents and employees.
- T. Compliance with Laws:** CONTRACTOR represents and warrants that services to be provided under this CONTRACT shall fully comply, at CONTRACTOR'S expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by COUNTY in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by COUNTY. CONTRACTOR acknowledges that COUNTY is relying on CONTRACTOR to ensure such compliance, and pursuant to the requirements of Paragraph "O" above and "EE" below, CONTRACTOR agrees that it shall defend, indemnify and hold COUNTY and COUNTY Indemnities harmless from all liability, damages, costs, and expenses arising from or related to a violation of such laws.

In its performance under this CONTRACT, CONTRACTOR shall fully comply with the requirements of the following, whether or not otherwise referred to in this CONTRACT:

1. All applicable standards and orders and requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act and Environmental Protection Agency regulations in contracts in excess of \$100,000;
 2. All mandatory standards and policies relating to energy efficiency as particularized in the state Energy Conservation Plan (Title 20, California Code of Regulations), as required by the U.S. Energy Policy and Conservation Act (P.L. 94-163) as each may now exist or be thereafter amended;
- U. Pricing:** The CONTRACT bid price shall include full compensation for providing all required goods in accordance with required specifications, or services as specified herein or when applicable, in the Approved Training Programs attached to this CONTRACT, and no additional compensation will be allowed therefore, unless otherwise provided for in this CONTRACT.
- V. Waiver of Jury Trial:** Each PARTY acknowledges that it is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each PARTY, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any PARTY hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this CONTRACT and /or any other claim of injury or damage.
- W. Terms and Conditions:** CONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this CONTRACT.
- X. Headings:** The various headings and numbers herein, the grouping of provisions of this CONTRACT into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.

- Y. Severability:** If any term, covenant, condition, or provision of this CONTRACT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- Z. Calendar Days:** Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.
- AA. Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this CONTRACT, or where any provision hereof is validly asserted as a defense, each party shall bear its own attorney's fees, costs and expenses.
- BB. Interpretation:** This CONTRACT has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this CONTRACT. In addition, each PARTY has been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each PARTY further acknowledges that they have not been influenced to any extent whatsoever in executing this CONTRACT by any other PARTY hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this CONTRACT against the PARTY that has drafted it is not applicable and is waived. The provisions of this CONTRACT shall be interpreted in a reasonable manner to affect the purpose of the PARTIES and this CONTRACT.
- CC. Authority:** The PARTIES to this CONTRACT represent and warrant that this CONTRACT has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.
- DD. Employee Eligibility Verification:** The CONTRACTOR warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this CONTRACT meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The CONTRACTOR shall obtain, from all employees, consultants and subCONTRACTORS performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The CONTRACTOR shall retain all such documentation for all covered employee, consultants and subCONTRACTORS for the period prescribed by the law. The CONTRACTOR shall indemnify, defend with counsel approved in writing by COUNTY, and hold harmless, the COUNTY, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the CONTRACTOR or the COUNTY or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this CONTRACT.
- EE. Indemnification:** CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special districts and agencies which COUNTY'S Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by CONTRACTOR pursuant to this CONTRACT. If judgment is entered against CONTRACTOR and COUNTY by a court of competent

jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court. Neither PARTY shall request a jury apportionment.

THE REMAINDER OF THE PAGE WAS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the PARTIES hereto certify that they have read and understand all the terms and conditions contained herein and have hereby cause this CONTRACT to be executed.

***SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
dba SADDLEBACK COLLEGE**

By: _____

By: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

*For CONTRACTORs that are corporations, signature requirements are as follows: 1) One signature by the Chairman of the Board, the President or any Vice President; and 2) One signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or an Assistant Treasurer.

For CONTRACTORs that are not corporations, the person who has authority to bind the CONTRACTOR to a contract, must sign on one of the lines above.

COUNTY OF ORANGE

A Political Subdivision of the State of California

By: _____

Dated: _____

Steve Franks, Director
OC Community Resources



GENERAL PROGRAM REQUIREMENTS WIA WORKFORCE SERVICES

The General Program Requirements have been designed to provide the framework wherein the CONTRACTOR will provide workforce services identified in Attachment B.

1. Governance

CONTRACTOR agrees to comply, remain informed, and deliver services consistent with the provisions of the Workforce Investment Act (WIA), Orange County Workforce Investment Board (OCWIB) Policy, Orange County Workforce Investment Area's Strategic Five-Year Plan, applicable sections of the Welfare and Institutions Code, the California Education Code, the Rehabilitation Act, negotiated Memoranda of Understanding, Title V of the Older Americans Act, federal and state governance documents and/or any other appropriate statutes or requirements, related to the services provided in this Agreement.

Where local policy has not been set, CONTRACTOR agrees to adhere to state or federal policy, as appropriate.

2. Governance References

- A. Workforce Investment Act of 1998
- B. Department of Labor, Employment and Training Administration, 20 CFR Part 652 et al. Workforce Investment Act; Final Rules.
- C. Additional state and federal agencies that provide funding to the Orange County Workforce Investment Board that may be incorporated herein.
- D. Information Bulletins, Directives and any other federal and state guidance documents pertaining to the WIA.
- E. All actions, directives, and policy and procedures issued by OC Community Services/Community Investment Division/Orange County Workforce Investment Board (OCWIB) or staff relevant to this CONTRACT, specifically MIS Policies and Procedures, Monitoring Guide Policy and Procedure, Audit Requirements Policy and Procedure and Selective Service Policy and Procedure.
- F. County of Orange policies, as applicable.



SCOPE OF WORK WORKFORCE SERVICES

Workforce Innovation Fund Project

Type A: Development of new training programs and curricula to meet the workforce training needs of Orange County in targeted industry clusters.

Veterans Pipeline Initiative-Pilot Project 3 Part 2

Saddleback College Scope of Work (SOW)

1. PURPOSE

Veterans Pipeline Initiative

The purpose of this project is to establish a streamlined system that connects Orange County businesses with Veterans in order to fill IT jobs. The system will result in an increased pipeline of qualified IT Veteran applicants; enhanced career, academic, and supportive services for Veterans seeking IT related careers; and result in a centralized resource for businesses seeking to hire Veterans for IT positions. The Veteran Pipeline Initiative will result in 30 Veterans placed into IT related internships or employment by April 2015*.

2. SERVICES

Veterans Pipeline Initiative Activities

Under the Direction of the College's Dean of Transfer, Career and Special Programs, Saddleback College will conduct the following activities:

Step 1 Outreach

A Saddleback College counselor will conduct outreach throughout the County to highlight the benefits of IT careers and career pathways for Veterans and active duty military. Outreach efforts will emphasize that military Veterans, who typically exhibit discipline, dedication, and receptiveness to technical subject matter, are an ideal fit for IT work. The Veteran ITC Counselor will be responsible for outreach, recruitment and direct counseling of the targeted group. Through the outreach activities outlined below, Saddleback College will reach up to 4,000 Veterans.

- A.** Attend each Region 8 Veterans Program Directors Consortium (VPDC) meetings reaching 20 Veteran serving colleges and universities in the area including:

Region 8 Veteran Program Directors Consortium			
1	Saddleback College	11	Santa Ana College
2	Irvine Valley College	12	Santiago Canyon College
3	University of California at Irvine	13	Mount San Antonio College
4	Golden West College	14	Citrus College
5	Orange Coast College	15	Cal Poly Pomona
6	Coastline College	16	Rio Hondo College
7	Cal State Long Beach	17	Cerritos College
8	Cypress College	18	Long Beach City College
9	Fullerton College	19	Brandman University
10	Cal State Fullerton	20	Vanguard University

- B.** Placement of outreach and recruitment materials on each of the Region 8 VPDC institutions.
- C.** Outreach would extend to both Camp Pendleton Marine Corps Base and Los Alamitos Joint Forces Base. Additionally, outreach would be conducted at the Long Beach VA Hospital and the OC Veterans Service Office.
- D.** Coordinate with One-Stop Centers to build a co-referral program with personnel at each of the sites in Orange County.
- E.** Saddleback College will conduct outreach at the annual Saddleback College Veterans Resource Fair.
- F.** Recruited Veterans will have their individual data collected, tracked and reported monthly to County using data tracking templates provided by County.

Step 2 – Assessment

Saddleback College will conduct career aptitude assessments with up to 100 Veterans and active duty military interested in IT careers.

- A.** Myers Briggs Type Indicator, True Colors, or other career assessment tool indicated by ITC counselor will be utilized to aid in career counseling of the Veterans recruited. Veterans counselors will utilize existing online military occupational specialty (MOS) code to aid in identifying the current skill set for each Veteran receiving services. Professional Veterans career counseling will provide customized services to Veterans and hone the career pathway to place only “best fit” candidates taking into account all factors.
- B.** IT careers skills review will be performed by the counselor for any Veterans who through the initial counseling/assessment process identify any interest in the field. A full session regarding ITC career and training options will take place after the counselor has reviewed the above measures.

Step 3 – Counseling

Up to 50 Veterans and active duty military who have a demonstrated interest in information technology careers will be provided with counseling through June 30, 2015. Counseling will be provided to Veteran participants by dedicated Veteran ITC Counselor (VITCC). The VITCC will have a history of military service and counseling Veterans making the transition from active military to civilian work/life. The VITCC will track participation in the program via an individualized client service plan and record all referrals recommended to participant/client. Through the assessment process, the VITCC will identify participants who already meet current industry needs and can be employed as well as identifying participants who show an aptitude but need additional training in order to become employable. Depending on each applicant’s assessment by the VITCC, participants may be directed to IT courses or to Saddleback College Career Placement Officer.

Step 4 - Placement in Internships, or Jobs

Participants who require training prior to placement in an internship or job will be directed to relevant IT or soft-skills training programs. Veterans who have documented IT training and experience will, where appropriate, be placed directly into internships or jobs. Approximately 30 participants will be placed in an internship, or employment. Saddleback College’s Career Placement Officer will conduct and coordinate all internship and job placement activities. Job and internship placement activities will leverage existing employer and partner relationships to ensure placement for qualified Veterans.

3. Evaluation

Saddleback College will participate in evaluation activities as requested by the County and or the U.S. Department of Labor third party evaluator. Activities include but are not limited to:

- A.** Staff and/or counselors participating in short surveys and interviews with the evaluator
- B.** Support the evaluator in deploying surveys to participants
- C.** Provide documents such as case files, project plans and other project tool as requested by the evaluator

4. Activities

- A.** Outreach materials will be developed and delivered to 2,000 or more Veterans and active duty military through a dedicated web page, presentations, printed materials, or individual outreach. Flyers and brochures will be made available to the aforementioned outreach partners. These materials will demonstrate the opportunities in IT available to Veterans and will identify the means for stepping on to the pathway that will lead to assessment, training and employment.
 - Materials developed using funding under this Contract will be provided to County for review and approval before use.
- B.** Career assessments will be conducted with up to 100 Veterans and active duty military service members. Assessment activities will determine which participants have skills relevant to current industry needs or a proclivity and drive towards ITC careers and those participants will be directed to career counseling and other services as identified. While other participants whom after assessment demonstrate aptitude and interest in pursuing IT career opportunities will be referred to relevant WIF funded IT training and other services as needed.
 - All assessments will be provided to County for review before use.
- C.** A total of 30 participants will receive internship or job placement and all of the 30 identified participants will be provided with academic, career, and personal counseling throughout the grant period.
- D.** Saddleback College will provide quarterly and annual case management and participant information to County for the estimated 30 participants who, after completing their career aptitude assessments, indicate an interest in IT careers.
- E.** Documentation of the program design and implementation plan for future use.
- F.** Established referral network to IT training course and IT internship providers across the County including but not limited to other County partners who may be supporting the Workforce Innovation Fund project.
- G.** Monthly data reports to County using County provided reporting templates

5. * Anticipated Deliverables

The Veteran Pipeline Initiative will result in 30 Veterans placed into IT related internships or employment by April 2015.

Anticipated Deliverables	Due Date
Program design in collaboration with VEAP, VRAP, DVOP, OC colleges and universities, VA facilities, and military installations.	4th Quarter, 2013
Design and produce outreach and marketing materials. Begin outreach.	1st Quarter, 2014
Outreach, assessment of approximately 15 interested Veterans, and placement of 5 into internships or jobs.	2nd Quarter, 2014
Outreach, assessment of approximately 35 interested Veterans, and placement of 10 into internships or jobs.	3rd Quarter, 2014
Outreach, assessment of approximately 35 interested Veterans, and placement of 10 into internships or jobs.	4th Quarter, 2014
Outreach, assessment of approximately 15 interested Veterans, and placement of 5 into internships or jobs.	1st Quarter, 2015
Ongoing counseling, placement of participants, participant tracking.	2nd Quarter, 2015

**Attachment C
Project Budget**

PROGRAM	Contractor Name: Saddleback College	TOTAL
	Project Name: Veterans Pipeline Initiative-Pilot Project 3 Part 2	
	Salaries	\$ 118,242
	Benefits	\$ 16,009
	Facilities*	\$ -
	Communications**	\$ 4,040
	Equipment***	\$ 2,500
	Supplies****	\$ 11,500
	Travel/Mileage	\$ 2,800
	Other (Define)	\$ -
	Program Subtotal	\$ 155,091
Administration	Other - 10% Admin.	\$ 15,509
	<i>Administration Subtotal</i>	\$ 15,509
	Grand Total	\$ 170,600

* Facilities = Rent, Maintenance, Utilities, Insurance, IT services

** Communications = Telephone, Publishing, Marketing, Printing,

*** Equipment purchases must be pre-approved by the County

**** Supplies = Office Supplies, Postage



PERFORMANCE STANDARDS WORKFORCE SERVICES

Performance Standards

Standards of performance are as follows:

1. All deliverables shall be current and professional in regards to accuracy, design, layout, charts, graphs, and other visual representations of the information including hand-outs, PowerPoint presentations and brochures.
2. All staff related to the project will execute project activities in accordance with the Agreement.
3. All deliverables related to the Agreement and Scope of Work will not be deemed "received" until reviewed and approved by County.
4. The following deliverables as noted in the Scope of Work shall be delivered as such:
Timeline/Milestones*:

Anticipated Deliverables	Due Date
Program design in collaboration with VEAP, VRAP, DVOP, OC colleges and universities, VA facilities, and military installations.	4th Quarter, 2013
Design and produce outreach and marketing materials. Begin outreach.	1st Quarter, 2014
Outreach, assessment of approximately 15 interested Veterans, and placement of 5 into internships or jobs.	2nd Quarter, 2014
Outreach, assessment of approximately 35 interested Veterans, and placement of 10 into internships or jobs.	3rd Quarter, 2014
Outreach, assessment of approximately 35 interested Veterans, and placement of 10 into internships or jobs.	4th Quarter, 2014
Outreach, assessment of approximately 15 interested Veterans, and placement of 5 into internships or jobs.	1st Quarter, 2015
Ongoing counseling, placement of participants, participant tracking.	2nd Quarter, 2015

**Timeframes and milestones may be adjusted due to unforeseen circumstances as mutually agreed upon between County and Contractor.*

COUNTY OF ORANGE CHILD SUPPORT ENFORCEMENT**CERTIFICATION REQUIREMENTS**

In order to comply with child support enforcement requirements of the County of Orange, within ten (10) days of award of CONTRACT, the successful CONTRACTOR must furnish to the CONTRACT Administrator, Purchasing Agent or the agency/department Deputy Purchasing Agent:

1. In the case of an individual CONTRACTOR, his/her name, date of birth, Social Security number, and residence address;
2. In the case of a CONTRACTOR doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity; A certification that the CONTRACTOR has fully complied with all applicable federal and state reporting requirements regarding its employees; and
3. A certification that the CONTRACTOR has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

The certifications will be stated as follows:

"I certify that Saddleback College is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of CONTRACT #13-28-629677 with the County of Orange. I understand that failure to comply shall constitute a material breach of the CONTRACT and that failure to cure such breach within ten (10) calendar days of notice from the COUNTY shall constitute grounds for termination of the CONTRACT.

It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders and for no other purposes and will be held confidential by those agencies.

Failure of the CONTRACTOR to timely submit the data and/or certifications required above or to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the CONTRACT. Failure to cure such breach within ten (10) calendar days of notice from the COUNTY shall constitute grounds for termination of the CONTRACT.

The successful CONTRACTOR may use the forms supplied herein, to furnish required information listed above.

**County of Orange Child Support Enforcement
Certification Requirements**

(blank form)

- A. In the case of an individual CONTRACTOR, his/her name, date of birth, Social Security number, and residence address:

Name: _____

D.O.B: _____

Social Security No: _____

Residence Address: _____

- B. In the case of a CONTRACTOR doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of ten (10) percent or more in the contracting entity:

Name: _____

D.O.B: _____

Social Security No: _____

Residence Address: _____

Name: _____

D.O.B: _____

Social Security No: _____

Residence Address: _____

Name: _____

D.O.B: _____

Social Security No: _____

Residence Address: _____

(Additional sheets may be used if necessary)

- C. A certification that the CONTRACTOR has fully complied with all applicable federal and state reporting requirements regarding its employees; and
- D. A certification that the CONTRACTOR has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

"I certify that Saddleback College is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of CONTRACT #13-28-629677 with the County of Orange. I understand that failure to comply shall constitute a material breach of the CONTRACT and that failure to cure such breach within ten (10) calendar days of notice from the COUNTY shall constitute grounds for termination of the CONTRACT.

Authorized Signature

Print Name

Title

DRUG FREE WORKPLACE CERTIFICATION

Company/Organization Name

South Orange County Community College District dba Saddleback College

The Contractor or grant recipient named above hereby certifies compliance with Government Code 8355 in matters relating to providing a drug-free workplace. The above named Contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions to be taken against employees for violations of the prohibitions, as required by Government Code Section 8355(a).
2. Establish a Drug Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
 - A. The dangers of drug abuse in the workplace,
 - B. The person's or organization's policy of maintaining a drug-free workplace,
 - C. Any available drug counseling, rehabilitation and employee assistance programs, and
 - D. Penalties that may be imposed upon employees for drug abuse violations
3. Provide as required by Government code Section 8355I that every employee who works on the proposed contract or grant
 - A. Will receive a copy of the company's drug-free policy statement described in paragraph (1) above, and
 - B. Will agree to abide by the terms of the company's statement as a condition of employment in the contract or grant.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the above described certification.

Official's Name

Orange

Date Executed

Executed in the County of

Contractor or Grantee Recipient Signature and Title

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and suspension, 29 CFR Part 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211)

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The contractor or grant recipient of Federal assistance funds certifies, by submission of this exhibit document, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the contractor or grant recipient of Federal assistance funds is unable to certify to any of the statements in this certification, the contractor or grant recipient shall attach an explanation to this exhibit document.

Name

Title

Authorized Signature

Date

DEBARMENT AND SUSPENSION CERTIFICATION - Instructions for Certification

1. By signing and submitting this exhibit document, the contractor or grant recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in the clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the contractor or grant recipient of Federal assistance funds knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The contractor recipient of Federal assistance funds shall provide immediate written notice to the County of Orange/Workforce Investment Board to which this certification document is submitted if at any time the contractor or grant recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The contractor or grant recipient of Federal assistance funds agrees by submitting this certification document that, should the covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
5. The contractor or grant recipient of Federal assistance funds further agrees by submitting this certification document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. The contractor or grant recipient in a covered transaction may rely upon a certification of a contractor or grant recipient in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. The contractor or grant recipient may decide the method and frequency by which it determines the eligibility of its principals.
7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the contractor or grant recipient is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under paragraph 5 of these instructions, if the contractor or grant recipient in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

**CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS,
AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all* subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all* subrecipients shall certify and disclose award documents for all* subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all* subrecipients shall certify and disclose award documents for all* subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all* subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10, 000 and not more than \$100,000 for each such failure.

South Orange County Community College District dba Saddleback College
Grantee/Contractor Organization

Name

Title

Authorized Signature

Date

*Note: In these instances, "All," in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over \$100,000 (per OMB).

INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF LLL-A Continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying is and has been secured to influence the outcome of a covered action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include congressional district, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e. g. the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report, in item 4 checks "Subawardee", then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include congressional district, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e. g. Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number the contract, grant, or loan award number; the application proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP DE 90 09."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the primary entity identified in item 4 or 5.
10.
 - (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
 - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in kind contribution, specify the nature and value of the in kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted and the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF LLL A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348 0046) Washington D.C., 20503.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose activities pursuant to 31 U.S.C 1352

1. Type of Federal Actions: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Actions: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For material change only: Year: _____ Quarter: _____ Date of last report: _____
4. Name and Address of Reporting Entity Prime Subawardee Tier _____ if known Congressional District, if known:	5. If Reporting Entity in No. 4 is a Subawardee: Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department / Agency:	7. Federal Program Name/Description	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): (attach Continuation Sheets SF-LLL-A, if necessary)	10b. Individual Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Amount of Payment (check all that apply): \$ Actual Planned	13. Type of Payment (check all that apply) a. retainer b. one-time free c. commission d. contingent fee e. deferred f. other specify: _____	
12. Form of Payment (check all that apply): a. cash b. in-kind: specify: nature: _____ value: _____		
14. Enter Description of Services performed or to be Performed and date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated on item 11:		
15. Continuation sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No		
<div style="display: flex;"> <div style="flex: 1; padding-right: 10px;"> 16. Information requested through this form authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semiannually and will be available for public inspection. An person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. </div> <div style="flex: 1;"> Signature: _____ _____ Print Name: Title: Telephone No: Date: </div> </div>		

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**

Approved by OMS - 0348-0046

Reporting Entity: _____

_____ Page _____ of _____

BILLING CODES 3410-01 -C; 6450-01-C; 6890-01 ;6025-01-C; 7510-01-C , 35 1 0-FE-C; 8120-01 -C; 4710-24-C, 6116-01 -C,

EDD INDEPENDENT CONTRACTOR REPORTING REQUIREMENTS

Effective January 1, 2001, the County of Orange is required to file federal Form 1099-Misc for services received from a "service provider" to whom the County pays \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a Contract for services performed for that service recipient within or without the state." The term is further defined by the California Employment Development Department to refer specifically to independent contractors. An independent Contractor is defined as "an individual who is not an employee of the....government entity for California purposes and who receives compensation or executes a Contract for services performed for that....government entity either in or outside of California."

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at www.edd.ca.gov/txicr.htm.

To comply with the reporting requirements, County procedures for contracting with independent contractors mandate that the following information be completed and forwarded to the contracting agency/department immediately upon request:

First name, middle initial and last name
Social Security Number
Address
Start and expiration dates of Contract
Amount of Contract

First Name & Middle Initial	Last Name
Social Security No.	
Contract Number	\$ Dollar Value of Contract
Start Date	Expiration Date



**Subject: OC Community Resources
Contract Reimbursement Policy**

Effective: July 1, 2010
Revised: February 26, 2013

PURPOSE:

This policy contains updated fiscal documentation requirements for contract reimbursement for OC Community Services. The procedures provide instructions for submitting reimbursement demand letter or invoice.

EFFECTIVE DATE:

July 1, 2010

REVISION DATE:

April 13, 2012

REFERENCES:

Executed Board of Supervisors approved contract
Budget included in contract or presented as an exhibit
OMB Circular A-21 Cost Principles for Educational Institutions
OMB Circular A-87 Cost Principles for State, Local, and Indian Tribal Governments
OMB Circular A-122 Cost Principles for Non-Profit Organizations
48 CFR Part 31 Contract Cost Principles and Procedures
24 CFR Parts 85, 570.502, 570.201, 576.21, 576.51 and 576.61: For Housing & Community Development and Homeless Prevention Contracts only.

BACKGROUND:

The executed Board of Supervisors approved contract is the authorization for all aspects of payment, including the maximum amount to be paid, the payee, and the scope of services and work. Payments are made in strict accordance with the contract terms. Allowable costs are identified in referenced OMB Circulars and Code of Federal Regulations (CFR).

ATTACHMENTS:

Reimbursement Policy Status Form (RPS-1)

POLICY:

Contractor is responsible for the submission of accurate claims. This reimbursement policy is intended to ensure that the Contractor is reimbursed based on the code or codes that correctly describe the services provided. This information is intended to serve only as a general reference resource regarding OC Community Services' reimbursement policy for the services described and is not intended to address every aspect of a reimbursement situation. Accordingly, OC Community Services may use reasonable discretion in interpreting and applying this policy to services provided in a particular case. Other factors affecting reimbursement may supplement, modify or, in some cases, supersede this policy. These factors may include, but are not limited to: legislative mandates and County directives. OC Community Services may modify this reimbursement policy at any time by publishing a new version of the policy. However, the information presented in this policy is accurate and current as of the date of publication.

Cost incurred by contractor must be substantiated and incurred during the contract period. Total of all reimbursements cannot exceed the amount of the contract. Cost must be allowable under applicable OMB Circular or CFR. All supporting documentation for reimbursement must be submitted with demand letter or invoice. If contract requires matching

contribution, documentation substantiating contribution match must be submitted with demand letter or invoice.

At any time, based on County's business needs and/or Contractor's performance, the County may designate Contractor to submit abbreviated or comprehensive documentation, as identified in the respective sections. Upon designation, Contractor will be notified, in writing via Reimbursement Policy Status Form, of which requirements are in full force. When Contractor is required to submit comprehensive documentation, in addition to the items identified in the Abbreviated Documentation Requirements Section, Contractor must also provide the documentation identified in the Comprehensive Documentation Requirements Section.

PROCEDURES:

Abbreviated Documentation Requirements

Compile and submit:

1. Supporting documentation includes, but is not limited to:
 - a. General ledger/expense transaction report
 - b. Payroll register or labor distribution report
 - c. Payroll allocation plan
 - d. Personnel Documentation
 - e. Benefit plan and calculation of benefit
 - f. Employer-employee contract for non-customary benefits (if applicable)
 - g. Pre-approval documentation for equipment purchases equal to or greater than \$5,000
2. The following is required with the first month's invoice only:
 - a. Cost allocation plan for rent, utilities, etc.
 - b. Indirect rate approved by cognizant agency (if applicable)
3. Summary of leveraged resources (if applicable)
4. Demand letters must contain the following certification (if required by Contract):
"I certify under the penalty of perjury that this claim is true and correct and that the requested payments have been made. I also certify that this claim agrees with our official payroll and financial records and that these amounts have not been, or will not be claimed from any other funding source"
5. Grantee Performance Report (if required by Contract)
6. Supporting documentation shall be on single-sided sheets
7. Please redact employees' Social Security numbers from payroll reports
8. Demand letter or invoice, along with supporting documentation shall be submitted to:
OC Community Resources Accounting
1300 S. Grand, Building B, 2nd Floor
Santa Ana, CA 92705

Comprehensive Documentation Requirements

In addition to abbreviated documentation, compile and submit:

9. Purchase orders, invoices, and receipts
10. Cashed checks
11. Check register
12. Consultant/sub-contractor invoices (with description of services)
13. Travel expense documentation: mileage reimbursement, hotel bill, meal reimbursement

ACTION:

Distribute this policy to all appropriate staff

INQUIRIES:

Inquiries may be directed to the following:

- Win Swe: 714-480-6532 or win.swe@occr.ocgov.com
- Jenny Cao: 714-480-6531 or jenny.coa@occr.ocgov.com



Orange County Workforce Investment Board

WIA Workforce Services

Authorized Signature Form

Contractor: South Orange County Community College District dba Saddleback College

Invoices and/or Vouchers require authorized signatures for execution, processing and payment. Complete this form, entering the names and signatures of persons authorized to sign the documents.

Notification of any changes in authorized signatures is the responsibility of the Contractor. Changes without prior notification by the vendor may cause delay in processing agreements or payments.

Document	Print/Type Name	Signature
Invoices/Vouchers		

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: Saddleback College: Study Abroad Program to Peru

ACTION: Approval

BACKGROUND

Saddleback College is committed to providing high quality education and a full range of cultural activities for students. In the past, the College has offered similar courses, which have been conducted in many countries of the world by expert faculty who provide academic course work in conjunction with cultural travel experiences. Study abroad programs are authorized under Education Code 72640.

STATUS

The Social and Behavioral Sciences Division at Saddleback College proposes to offer the study abroad program in Peru from March 20 to March 30, 2014. The program will be organized and arranged by Travel and Education (T & E) for a fee of \$3,950 per student at a cost of \$395 per day for 15 or more students. The details of the program are summarized in the Study Abroad Program Information Summary Exhibit A and the Program Narrative in Exhibit B. The required Education Tour/Field Study Contractor Agreement is provided in Exhibit C, which includes evidence of liability insurance of not less than \$5,000,000. The proposal from T&E is included in Exhibit D. Financial Aid opportunities will be provided through the Office of Financial Aid for those students who qualify. There is no impact to the General Fund. The current travel warnings issued by the U.S. Department of State in Exhibit E does not include Peru.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the Saddleback College study abroad program to Peru in the spring of 2013 as summarized in Exhibit A, and approve the agreement (Exhibit C) with Travel and Education for coordinating all travel agreements.

Item Submitted By: *Dr. Tod Burnett, President*

Dr. Debra L. Fitzsimons, Vice Chancellor, Business Services

Location/Destination:		Peru		First Trip:		Yes:		No:		X		
Dates:		From: March 20, 2014		To: March 30, 2014		Total No. of Days:		11 abroad				
Partner Name (Academic Institution):		Travel & Education										
Address:		111 S. Independence Mall East, Suite 970, Philadelphia, PA 19106										
Contact Person:				Telephone No.:		866-559-0235						
Description of Institution:		Study abroad provider										
Includes:	Accredited Instruction	Yes:		No:	X							
	Transfer College Units	Yes:		No:	X							
	Orientation	Yes:	X	No:								
	Books/Supplies	Yes:		No:	X							
	Tutors	Yes:		No:	X							
	Weekend Study Activities	Yes:	X	No:								
	Food	Yes:	X	No:								
	Transportation	Yes:	X	No:								
	Lodging	Yes:	X	No:								
Other:												
Does Not Include:		airline taxes, damage deposit, passport/visa fees, cell phone charges, books										
(Examples: Local Transportation at home; Personal Items, etc.)												
Other:												
2. FACULTY												
Lead Faculty Name:		Jedrek Mularski										
Coordinates Trip:		Yes:	X	No:								
If No, Explain:												
Travels to Site:		Yes:	X	No:								
Dates:		From:				To:						
Teaching Assignment at Program Site:		Yes:	X	No:								
Dates:		From:				To:						
Requires Substitute at IVC and/or SC?		Yes:		No:	X							
Unpaid Faculty Exchange:		Yes:		No:	X							
If Yes, Faculty Name(s) Required:												
Assignments to be Covered:												
Course No.:	Course Title:	Date(s)				Time(s)						
Other:												

[illegible]

REQUIRED SIGNATURES


Lead Faculty Member


5/22/13
Date


Department Chair

5/28/13
Date


Division/School Dean

05-30-2013
Date


Vice President, Instruction

6/5/13
Date


College President

6-18-13
Date

Program Narrative: Peru 2014

The Department of History at Saddleback College will be offering the Peru Study Abroad Program that previously has been offered by the Department of International Languages. The 2014 Program proposes the following travel itinerary to Peru with an expanded emphasis on the history of the culture and civilization of the Inca Empire and Colonial Peru. A group of 15 or more students will study the culture and history of Pre-Colombian and Colonial Peru with visits to the ancient Inca capital of Cusco and the modern capital of Lima, culminating with tours of the world heritage site of Machu Picchu and Puno/Lake Titicaca. The faculty advisor will accompany the students on their arrival flight, as well as ten days of visits within the ancient and modern Peruvian capitals, the Sacred Valley, Machu Picchu, and Puno/Lake Titicaca.

Students will enroll in a minimum of 3.0 units of History 27 (Latin American History from Pre-European to Independent Nationhood), which will require readings pertaining to Inca and Colonial civilization and culture during the trip and a follow-up essay on an assigned historical topic. The faculty advisor will offer historical and cultural insights related to the topic, adhering to Saddleback College's course outlines. The program also includes more than 25 hours of instructional and research time, in addition to Saturday and Sunday excursion to cultural and historical sites.

Accommodations for the students are provided in approved hotels, including meals. The faculty advisor will be provided a single room for lodging at trip sites and is responsible for meals. Travel to all accommodations is provided by bus or taxi during the program.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

**EDUCATIONAL TOUR/FIELD STUDY
TRAVEL CONTRACTOR AGREEMENT**

GENERAL TERMS AND CONDITIONS

(Peru Studies Spring 2014)

This Agreement is made this 26th day of August, 2013, between the South Orange County Community College District, located at 28000 Marguerite Parkway, Mission Viejo, California ("DISTRICT") and Travel & Education ("TRAVEL CONTRACTOR") located at 111 S. Independence Mall East, Suite 970, Philadelphia, Pennsylvania and is for the limited purpose of providing travel arrangements for the Educational Tour/Field Study Trip described on the Exhibits to this Agreement labeled "SPECIFIC TRIP DETAILS."

IN CONSIDERATION of the covenants, promises, and agreements of the parties hereinafter contained, DISTRICT and TRAVEL CONTRACTOR hereby covenant, promise and agree as follows:

1. **INSTRUCTIONAL SERVICES** – District shall arrange for and provide all instructional services, including but not limited to appropriate course announcements, course descriptions and registration prerequisites, student selection and registration, pre-trip student orientation, lectures (staff and guest), student supervision, instruction by Trip Instructor and evaluation for said Educational Tour/Field Study Trip.

2. **TRAVEL SERVICES** – TRAVEL CONTRACTOR shall arrange for and provide all transportation and lodging for the Educational Tour/Field Study Trip, the details of which TRAVEL CONTRACTOR shall specify on the Exhibit to this Agreement labeled "SPECIFIC TRIP DETAILS." Said Exhibit shall be prepared by TRAVEL CONTRACTOR and submitted to DISTRICT for written approval and acceptance by DISTRICT as part of this Agreement. In the event of a conflict between the terms and conditions of any of the SPECIFIC TRIP DETAILS set forth in such Exhibit and the terms and conditions set forth in this Agreement, the General Terms and Conditions set forth in this Agreement shall prevail.

3. **PROMOTIONAL MATERIAL** – TRAVEL CONTRACTOR may prepare and provide at its own expense additional promotional material, which

material must have the written approval of the DISTRICT administrator responsible for the activity before publication and distribution to the participants of the Educational Tour/Field Study Trip. Such material shall prominently display the statement: "Instructional Activities provided by Saddleback College or Irvine Valley College." All travel arrangements are the responsibility of TRAVEL CONTRACTOR."

4. PAYMENT BY TRIP PARTICIPANTS – All payments by Educational Tour/Field Study Trip participants for travel services shall be made directly to TRAVEL CONTRACTOR. All checks drawn by Educational Tour/Field Study Trip participants shall be made to the order of TRAVEL CONTRACTOR'S firm name or to such other name as TRAVEL CONTRACTOR may direct in writing.

TRAVEL CONTRACTOR shall manage all charges collected from Educational Tour/Field Study Trip participants in accordance with applicable Federal and State laws and regulations and the requirements of this Agreement. Any and all funds received by TRAVEL CONTRACTOR shall be held in trust for the benefit of the Educational Tour/Field Study Trip. TRAVEL CONTRACTOR shall account in detail to the DISTRICT the total cost to each participant of each Educational Tour/Field Study Trip.

TRAVEL CONTRACTOR shall provide to District a detailed itemization of all costs and expenses for each Educational Tour/Field Study Trip. Trip costs and expenses shall include but are not limited to details regarding the extent of free transportation, per diem allowance, incidental support, any direct payment to or prerequisites intended by TRAVEL CONTRACTOR for Trip Instructor. Disclosure of these costs and expenses for each Educational Tour/Field Study Trip shall be labeled "SPECIFIC TRIP DETAILS." Cost figures so disclosed will not be changed, except that costs quoted may be based on tariffs and foreign exchange rates in effect at the time of the quote and may be subject to change without amendment to this Agreement if the possibility of such changes has been disclosed in advance and in writing by TRAVEL CONTRACTOR to the DISTRICT and each participant in the Educational Tour/Field Study Trip. In the event an Educational Tour/Field Study Trip is for any reason cancelled prior to the time of its scheduled departure, TRAVEL CONTRACTOR shall refund in full within (10) ten days, any payments received from Educational Tour/Field Study Trip participants provided, however, that if any Educational Tour/Field Study Trip participants cancel after the date specified for final payment for participation in a

particular Educational Tour/Field Study Trip TRAVEL CONTRACTOR shall refund payments within (10) ten days to said Educational Tour/Field Study Trip participants minus any non-recoverable charges or expenses incurred by TRAVEL CONTRACTOR in connection with its provision of travel services for those participants.

5. **RESTRICTION ON TRIP PARTICIPATION** – All Educational Tour/Field Study Trip participants shall be registered in the course related to the Educational Tour Field Study. Though registration is open to the public, some individuals may be denied admission on the basis of academic prerequisites or other constraints. TRAVEL CONTRACTOR SHALL NOT MAKE THE TOUR PACKAGE AVAILABLE TO INDIVIDUALS WHO ARE NOT STUDENTS OF DISTRICT EXCEPT UNDER CONDITIONS ACCEPTED BY THE DISTRICT IN WRITING AND MADE A PART OF THIS AGREEMENT. IN THE EVENT PERSONS WHO ARE NOT DISTRICT STUDENTS SHALL PARTICIPATE IN AN EDUCATIONAL TOUR/FIELD STUDY TRIP WITHOUT DISTRICT PERMISSION, THE TRAVEL CONTRACTOR HEREBY ASSUMES ALL LIABILITY, AS DEFINED IN THIS AGREEMENT, FOR SUCH NON-STUDENT PARTICIPATION.” Prior to the departure of any Educational Tour/Field Study Trip, TRAVEL CONTRACTOR shall provide the DISTRICT at the address set forth below with a roster of all Educational Tour/Field Study Trip participants, showing name, address, emergency contact and address, along with the same information for any other persons the DISTRICT has agreed in writing to allow participation in the Educational Tour/Field Study Trip.

6. **EDUCATIONAL TOUR/FIELD STUDY CORRESPONDENCE** -TRAVEL CONTRACTOR shall forward a copy of all correspondence between the TRAVEL CONTRACTOR and any Trip/Instructor/Presenter/Guide of the DISTRICT at the address set forth below.

7. **INDEMNIFICATION** – TRAVEL CONTRACTOR shall protect, hold harmless, indemnify, and defend DISTRICT (including its trustees, officers and employees) from any and all liability as defined in this Paragraph. For purposes of this Agreement, liability means any and all claims, demands, losses, causes of action, suits, or judgments of any and every kind (including reasonable attorney’s fees) that any person (including but not limited to Educational Tour/Field Study Trip participants or TRAVEL CONTRACTOR’S employees), or such person’s heirs, executors, administrators or assigns may

have against the DISTRICT, arising out of or in connection with TRAVEL CONTRACTOR'S activities under this Agreement which give rise to personal injury, accident, illness or death, or any loss or damage to property, or any other claim including but not limited to claims based on TRAVEL CONTRACTOR'S failure or refusal to perform in accordance with this Agreement, that results from any cause other than the sole negligence of the DISTRICT.

8. **LIQUIDATED DAMAGES** - TRAVEL CONTRACTOR acknowledges that the DISTRICT is a non-profit public entity that makes no economic gain on travel arrangements for Educational Tour/Field Study Trips. If TRAVEL CONTRACTOR fails to perform in accordance with the Educational Tour/Field Study Trip set forth in SPECIFIC TRIP DETAILS or in promotional brochures provided by TRAVEL CONTRACTOR to Educational Tour/Field Study Trip participants, such breach may cause hardship to the Educational Tour/Field Study Trip participants. However, from the nature of the case it would be impracticable and difficult to fix the amount of damages sustained by Educational Tour/Field Study Trip participants in the event of any such breach. DISTRICT and TRAVEL CONTRACTOR, therefore, presume that in the event of any such breach by TRAVEL CONTRACTOR the minimum amount of damages that will be sustained by Educational Tour/Field Study Trip participants will be \$100 per trip per participant and that TRAVEL CONTRACTOR shall pay such amount as liquidated damages and not as a penalty, provided, however, that the rights set forth in this Paragraph shall not preclude each Educational Tour/Field Study Trip participant from claiming and from being awarded, upon proper proof thereof, of damages in a greater amount than the liquidated damages amount specified in this Paragraph.

9. **TRAVEL AGENTS** - All travel agents used by TRAVEL CONTRACTOR to arrange for transportation (or TRAVEL CONTRACTOR itself if it is a travel agency) shall be licensed and bonded by the International Air Transport Association (IATA) and the Air Traffic Conference (ATC) and shall be members of the American Society of Travel Agents (ASTA) or an equivalent professional travel agent's association.

10. **TRIP CANCELLATION INSURANCE** - TRAVEL CONTRACTOR shall make available to each Educational Tour/Field Study Trip participant trip cancellation insurance that will insure trip participants of trip transportation in spite of accident or illness of any participant that prevents that participant

from either commencing the trip or requires the participant's early return from the trip.

11. GENERAL LIABILITY INSURANCE - TRAVEL CONTRACTOR shall for the duration of each Educational Tour/Field Study Trip maintain a comprehensive worldwide, general liability policy or policies insuring TRAVEL CONTRACTOR'S activities under this Agreement against risk of loss due to: (a) bodily injury, death or property damage caused by an occurrence arising out of the operation, maintenance or use, including loading and unloading of hired automobile, watercraft or aircraft in TRAVEL CONTRACTOR'S operations; (b) personal injury arising out of TRAVEL CONTRACTOR'S operations, and shall provide emergency medical services to participants while on the Educational Tour/Field Study Trip, and other general trip insurance benefits as specifically set forth in SPECIFIC TRIP DETAILS. If the Educational Tour/Field Study Trip is to travel to locations beyond the continent of the United States, such policy shall be endorsed to provide coverage for planes brought into the United States, for occurrences elsewhere.

LIABILITY INSURANCE - CERTIFICATE OF INSURANCE - TRAVEL CONTRACTOR shall provide the District's Office of Administrative and Business Services with a valid certificate of insurance for each Educational Tour/Field Study Trip naming the District as additional insured with a single limit of liability of a minimum of \$5,000,000 with evidence that the policy covers the world-wide exposures of each Educational Tour/Field Study Trip. The certificate shall be submitted with the executed AGREEMENT to the Office of the Deputy Chancellor at least (15) fifteen working days prior to commencement of the program.

12. TRAVEL CONTRACTOR INFORMATION AND IDENTIFICATION - TRAVEL CONTRACTOR shall at all times maintain on file with the DISTRICT an accurate information sheet listing name, address, telephone, facsimile, e-mail, person(s) responsible for assisting the Educational Tour/Field Study Trip.

13. TERM - This Agreement shall be effective on the date first noted above when signed by TRAVEL CONTRACTOR and DISTRICT and shall continue in force until terminated. TRAVEL CONTRACTOR may, upon written notice to DISTRICT, cancel any particular Educational Tour/Field Study Trip no later than 45 days prior to the departure of the Educational Tour/Field Study Trip

(or fewer days upon the express mutual written agreement of DISTRICT and TRAVEL CONTRACTOR specifically set forth SPECIFIC TRIP DETAILS) if the minimum number of participants specified in SPECIFIC TRIP DETAILS fails to sign up for Educational Tour/Field Study Trip. DISTRICT may, upon written notice to TRAVEL CONTRACTOR, cancel any particular Educational Tour/Field Study Trip or may terminate this Agreement in its entirety at any time if TRAVEL CONTRACTOR fails to satisfy any of the terms and conditions of this Agreement or DISTRICT may terminate this Agreement in its entirety in District's sole discretion upon 45 days prior to departure written notice to TRAVEL CONTRACTOR stating that DISTRICT so terminates (or fewer days upon the express mutual written agreement of DISTRICT and TRAVEL CONTRACTOR specifically set forth in SPECIFIC TRIP DETAILS). The termination or expiration of this Agreement shall not relieve any party from any liability arising from breach of this Agreement.

14. NO ASSIGNMENT/TIME OF ESSENCE/HEIRS AND ASSIGNS – This Agreement is for the particular services of TRAVEL CONTRACTOR and shall not be assignable by TRAVEL CONTRACTOR in whole or in part without the prior written consent of DISTRICT. Time is of the essence on the performance of each and every provision of this Agreement. The provisions of this Agreement shall extend to be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto or of any third party beneficiaries of the Agreement.

15. NO MODIFICATION OF AGREEMENT – This Agreement constitutes the full and complete understanding of the parties on the subject hereof, and supersedes all prior understandings or agreements on that subject. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. No prior or contemporaneous agreements, representations or understandings between TRAVEL CONTRACTOR and any Trip Instructor for any Educational Tour/Field Study Trip that are not set forth herein shall be binding upon DISTRICT. No waiver, modification or amendment of any provision of this Agreement shall be effective unless it is in writing and signed by both parties.

16. NOTICE – Any notices required or permitted hereunder shall be given in writing to the appropriate party at the address specified above or at such other address as the party may have noticed to the other in accordance with this Paragraph. Such notice upon personal delivery shall be deemed given at

the time of personal delivery to the signatory of the appropriate party named below, or upon mailing by certified or registered mail three days after the date of such mailing.

17. **CONTROLLING LAW** - This Agreement is made in California and its terms and conditions shall be construed in accordance with the laws of the State of California, excluding the body of law applicable to conflicts of law. TRAVEL CONTRACTOR warrants and agrees that any suit brought by DISTRICT or any Educational Tour/Field Study Trip participant against TRAVEL CONTRACTOR based upon this Agreement may be brought in any California court of competent jurisdiction.

IN WITNESS WHEREOF, TRAVEL CONTRACTOR and DISTRICT have executed this Agreement to be effective on the day and year first written above.

TRAVEL CONTRACTOR

Name: Travel & Education

Date: _____

By: _____
Patrizia D'Adamo Roldán

Title:
Director, U.S. Operations

Address:
111 S. Independence Mall East
Suite 970
Philadelphia, Pennsylvania 19106

Phone: (866) 559-0235

DISTRICT

**South Orange County Community
College District**

Date: _____

By: _____
Dr. Debra L. Fitzsimons

Title:
Vice Chancellor, Business Services

Address:
28000 Marguerite Parkway
Mission Viejo, California 92692

Phone: (949) 582-4334



TRAVEL & EDUCATION

Effective: August 15, 2013

**PROPOSAL 10 DAY PROGRAM SPRING 2014
SADDLEBACK COLLEGE - SOCCCD**

PERU

Dates:

Departure from US to Lima:	Thursday, March 20th, 2014
Flight to Cuzco:	Saturday, March 22nd, 2014
Visit to Machu Picchu:	Sunday, March 23rd, 2014
Transfer to Cuzco:	Tuesday, March 25th, 2014
Visit to Sacred Valley:	Thursday, March 27th, 2014
Transfer to Puno:	Friday, March 28th, 2014
Flight to Lima and return to US:	Sunday, March 30th, 2014
Arrival in US:	Monday, March 31st, 2014

Requested dates are subject to availability. Dates may be changed due to travel agent arrangements.

PROGRAM COMPONENTS INCLUDED IN THE STUDENT FEE:

- A transportation package consisting of international airfare (LAX – LIMA –LAX) and round-trip transfers overseas between the airport and hotels for various destinations mentioned in the itinerary.
- Accommodations in tourist class hotels (double or triple occupancy) with breakfast.
- Lunches and dinners included everyday as travel schedule permits.
- Assistance, transfers and visits as indicated in attached itinerary schedule and description.
- Internal flights in tourist class.
- Excursions to following locations with the services of a local English speaking tour guide:
 - LIMA – Tour of the city
 - CUZCO – Tour of the city including visits to Moray, Maras and Mismalmay
 - MACHU PICCHU – Via Aguas Calientes
 - SACRED VALLEY – Tour of Pisac and transfer to Ollantaytambo
 - PUNO – Visits to the Islands of Uros and Taquile
- \$50 non-refundable application fee.
- Medical insurance for up to \$1,000,000 Health Insurance Benefit per student.
 - Accident and Sickness Insurance Benefits
 - Emergency Medical Evacuation Benefit
 - Repatriation of Remains Benefit
 - Emergency Reunion Benefit
 - 24 hour International Emergency Assistance
- Travel insurance for each student includes trip cancellation and trip interruption.
- \$5,000,000 liability coverage with SOCCCD named as co-insured for the duration of the program.
- Accounting / billing services in the U.S.
- Pre-departure information services and a toll-free contact number in the U.S.
- Advance planning services offered by our T&E office in Philadelphia.
- \$200 – local tax fees due on site to be paid by T&E coordinator.

Proposal 10 Day Saddleback/Peru

2014

FACULTY BENEFITS INCLUDED IN THE STUDENT FEE

Faculty support services (target enrollment 15 students with 1 faculty member) as listed below:

- Roundtrip flights between Los Angeles and Lima on the scheduled group flight.
- T&E will provide the SOCCCD faculty member with housing in a single room in the hotels.
- Full participation on all activities scheduled on the itinerary, on the same basis as the students, including transfers, entrances, sightseeing tours, etc.

Faculty benefits are paid in full for an enrollment of 15 paying students or more, or pro rata for a lower enrollment.

PROGRAM FEES

- \$4100 US Dollars per participant for an enrollment of 15 paying student participants with 1 faculty administrative visit.

Should SOCCCD wish to run this program with an enrollment below 15 paying student participants it would be necessary either to add a supplement to the fee above or to remove some components from the program. T&E would discuss these options with SOCCCD.

This fee includes airfare, but excludes fees and fuel surcharges in the amount of \$120, a \$125 refundable damage deposit, transport by train, local taxis in Peru, optional excursions, meals and extra services not mentioned in student benefits above, passport or visa fees if applicable, personal expenses, any SOCCCD tuition or administrative fees, additional fieldtrips or excursions required by the SOCCCD faculty and anything not specified. These fees are guaranteed not to change as a result of fluctuations in the exchange rate. T&E will charge a \$35 returned check fee on each check returned by the bank for insufficient funds. T&E charges a 3% handling fee for all payments made via credit card.

The group airfare rate can only be guaranteed for a minimum enrollment of 10 or more students taking this option.

PROGRAM APPLICATION PROCEDURE AND BILLING

- Program deposit in the amount of \$450 and airfare deposit of \$250 (total \$700) must be received along with application by December 9th, 2013. Preliminary numbers to be provided by the program leader are due upon receipt of this proposal. Please note that these are not postmark dates, but the dates by which applications must arrive in the T&E Philadelphia office: 111 S. Independence Mall E, Suite 970, Philadelphia PA 19106.
- Saddleback is required to provide a complete roster of participant names and passport numbers by December 16th, 2013.
- Students will then need to follow up with a payment of \$1000 towards their airfare by December 16th, 2013
- T&E can accept applications after December 9th, 2013, but cannot guarantee program costs after this date. Students applying after this date can only be accepted on a space-available basis and may be subject to a supplemental charge.

Proposal 10 Day Saddleback/Peru

2014

- T&E accepts payment in the form of personal check or money order and VISA, Mastercard or Discover.
- Final payment is due January 13th, 2014. T&E reserves the right to withdraw students who are not paid in full by the final payment deadline.

AIRFARE CONDITIONS

- T&E cannot arrange airline tickets for students applying after December 9th, 2013. T&E is financially committed at this time to any confirmed airline seats therefore it is imperative that SOCCCD provide a preliminary list of student participants in order to confirm and/or release air reservations.
- T&E will reserve spaces according to information on the student application form. Once airline tickets have been issued to students they cannot be changed or refunded.

REFUND POLICY

If participant withdraws in writing...

by/also receives...

On or before December 9th, 2013

a refund of all fees paid less \$450 non-refundable application fee plus airfare deposit of \$250 any additional non-refundable deposits paid by the student or by T&E on behalf of the student

After December 9th and before December 16th, 2013

a refund of all fees paid less \$450 non-refundable application fee, \$250 airfare deposit, \$1000 balance of airfare and any additional non-refundable deposits paid by the student or by T&E on behalf of the student.

After December 16th and before January 13th, 2014

a refund of all fees paid less \$450 non-refundable application fee, \$250 airfare deposit, \$1000 balance of airfare, \$310 insurance and any additional non-refundable deposits paid by the student or by T&E on behalf of the student

After January 13th, 2014

no refund

- Once the program has begun students withdrawing receive no refund unless T&E suspends the program.
- It is understood that SOCCCD will not cancel the program if the necessary minimum number of participants have not been enrolled by December 9th, 2013.
- In the of the U.S. State Department issuing a travel warning which advises U.S. citizens not to travel to Peru, or if they are already in Peru, to leave it, T&E will:
 - If the program has not started, either makes suitable alternative arrangements or cancel the program and refund all fees paid.
 - If the program has started, suspend the program and fly the students home. If students are returned home they will receive a prorated rebate of fees paid to T&E for the proportion of the program not completed, less the \$100 processing fee, the \$210 insurance premium, the \$50 non-refundable application fee, and any costs incurred flying the student home.

ACCEPTANCE OF PROPOSAL

T&E requires written acceptance of this proposal as soon as possible in order to prepare program materials, make the relevant bookings and to guarantee the price quoted. Please sign and date below to confirm that the components listed in this proposal fulfill your program requirements. This will enable us to prepare your program materials accurately. A confirmation in writing is required upon receipt of this contract. Please sign and date

Proposal 10 Day Saddleback/Peru



2014

below, and please fax this document in its entirety to Patrizia D'Adamo, T&E Director of US Operations in Philadelphia, fax number 215-238-0236.

PROPOSAL ACCEPTED BY _____
South Orange County Community College District (Saddleback College)

DATE _____

Monday, October 14, 2013

Current Travel Warnings

Travel Warnings are issued when long-term, protracted conditions that make a country dangerous or unstable lead the State Department to recommend that Americans avoid or consider the risk of travel to that country. A Travel Warning is also issued when the U.S. Government's ability to assist American citizens is constrained due to the closure of an embassy or consulate or because of a drawdown of its staff. **The countries listed below meet those criteria.**

Sudan 10/11/2013
Burundi 10/11/2013
Colombia 10/11/2013
Chad 10/10/2013
Lebanon 10/09/2013
Syria 10/07/2013
Tunisia 10/04/2013
Korea, Democratic People's Republic of 10/01/2013
Kenya 09/27/2013
Turkey 09/06/2013
Pakistan 09/06/2013
Iraq 09/05/2013
Algeria 08/23/2013
Afghanistan 08/23/2013
Egypt 08/15/2013
Haiti 08/13/2013
El Salvador 08/09/2013
Yemen 08/06/2013
Saudi Arabia 07/25/2013
Mali 07/18/2013
Niger 07/15/2013
Mexico 07/12/2013
Philippines 07/05/2013
Somalia 06/21/2013
Israel, the West Bank and Gaza 06/19/2013
Honduras 06/17/2013
Libya 06/07/2013
Nigeria 06/03/2013
Iran 05/24/2013
Mauritania 05/21/2013
Cote d'Ivoire 05/16/2013
Eritrea 05/10/2013
Central African Republic 05/10/2013

Congo, Democratic Republic of the 04/24/2013
Republic of South Sudan 03/29/2013

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: Saddleback College: Sciences Building Project - Preconstruction Services Amendment No. 1

ACTION: Approval

BACKGROUND

On October 29, 2012, the Board of Trustees approved an agreement with C.W. Driver, Inc. to provide Preconstruction Services for the Saddleback College Sciences Building project for \$145,175.

STATUS

Additional preconstruction services beyond the original agreement are needed to evaluate a cost saving potential and extend time beyond the original duration.

Staff recommends approval of additional preconstruction services for an amount of \$72,588, and a revised contract amount of \$217,763.

The services are funded in the project budget which is \$58,835,000.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve Amendment No. 1 (EXHIBIT A) to C.W. Driver, Inc., for preconstruction services scope of work in the amount of \$72,588 with a revised contract amount of \$217,763 for the Saddleback College Sciences Building project.

**AMENDMENT NO. 1
TO PRECONSTRUCTION SERVICES AGREEMENT
SCIENCES BUILDING
SADDLEBACK COLLEGE**

October 29, 2013

THIS AMENDMENT shall modify the original agreement dated October 30, 2012, by and between the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "DISTRICT," and **C.W. Driver, Inc.**, 15615 Alton Parkway, Suite 150, Irvine California, 92618 hereinafter referred to as "CONSULTANT."

WHEREAS, Article X-7, of the original agreement establishes that it may be amended in writing by mutual consent of both parties; and

WHEREAS, Article VI, establishes the compensation at \$145,175; and

WHEREAS, the scope of services has been increased to include additional preconstruction services; and

WHEREAS, the timeframe for the services has been increased to include additional preconstruction services; and

NOW, THEREFORE, the Parties agree to modify the original agreement as follows:

1. Article IX, of the agreement shall be modified as follows: "The DISTRICT" shall compensate the "CONSULTANT" for services described in the original agreement and services required to include additional preconstruction services and as follows:

ORIGINAL AGREEMENT AMOUNT:	\$145,175.00
AMENDMENT NO. 1:	<u>72,588.00</u>
REVISED CONTRACT AMOUNT:	\$217,763.00

IN WITNESS HEREOF, the Parties have executed this Amendment as of the date set forth above.

"DISTRICT"
South Orange County Community College District

"CONSULTANT"
C.W. Driver, Inc.

By: _____
Dr. Debra L. Fitzsimons,
Vice Chancellor, Business Services

By: _____
Consultant's Signature

Printed Name

Title

Date: _____

Date: _____

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Budget Amendment: Adopt Resolution No. 13-35 to Amend FY 2013-2014 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 2013-2014 Adopted Budget.

The District is updating the adopted budget with current information as follows:

Board Financial Assistance Program (BFAP) at Irvine Valley College	\$27,318
Financial Aid Administrative Allowance at Irvine Valley College	\$13,193
Extended Opportunity Programs & Services (EOPS) at Irvine Valley College	\$150,045
Cooperative Agencies Resources for Education (CARE) at Irvine Valley College	\$68
National Science Foundation S-STEM Scholars Program at Saddleback College	\$415,249
Foster & Kinship Care Education (FKCE) at Saddleback College	(\$519)
Orange County Digital Media Center (NOCCCD) at Irvine Valley College	\$20,000
Deputy Sector Navigator Energy & Utilities at Irvine Valley College	\$300,000
National Center for Optics & Photonics Education (UCF) at Irvine Valley College	\$21,024
	<hr/>
Total Increase to the General Fund	\$946,378
	<hr/>
Total Budget Amendment	\$946,378
	<hr/>

RECOMMENDATION

The Chancellor recommends that the Board of Trustees adopt Resolution No. 13-35 to amend the FY 2013-2014 Adopted Budget as indicated in EXHIBIT A.

Item Submitted By: *Dr. Debra Fitzsimons, Vice Chancellor, Business Services*

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

GENERAL FUND

RESOLUTION 13-35

October 28, 2013

WHEREAS, the Governing Board of the South Orange County Community College District has determined that income in the amount of \$946,378 is assured to said District in excess of the amounts required to finance the total proposed budget expenditures and transfers for the current fiscal year 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, pursuant to Title 5 of the California Code of Regulations, Section 58308, such excess 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	\$449,466
8600	State Revenue	\$496,912
		<u>\$946,378</u>

<u>Account</u>	<u>Expenditure Description</u>	<u>Amount</u>
1000	Academic Salaries	\$36,640
2000	Classified Salaries	\$146,340
3000	Fringe Benefits	\$58,861
4000	Books and Supplies	\$8,001
5000	Other Operating Expenses and Services	\$330,856
7000	Other Outgo	365,680
		<u>\$946,378</u>

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

BUDGET AMENDMENT
GENERAL FUND
RESOLUTION 13-35
October 28, 2013

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE)

I, Gary L. Poertner, 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 \$946,378 was duly and regularly adopted by the said Board at a regular meeting thereof held on October 28, 2013.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 29th day of October 2013.

Gary L. Poertner
Secretary to the Board of Trustees

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Award of Bid – Biology Equipment for IVC Life Sciences Building

ACTION: Approval

BACKGROUND

On November 17, 2008, the Board approved hiring Dougherty and Dougherty Architects, LLP as the design architect for the Irvine Valley College (IVC) Life Sciences Building project. Dougherty and Dougherty Architects, LLP met with district and college staff for six months from January 2013 through June 2013 to define the college staff's furniture and equipment needs. The equipment budget was referenced and maintained throughout this process.

STATUS

On September 13 and 20, 2013, SOCCCD ran a newspaper advertisement soliciting bids for Bid No. 308D, Biology Equipment for IVC Life Sciences Building. Additional marketing efforts included placing a copy of the bid on the District website and notifying 25 prospective vendors. Seven vendors responded and their bids were opened September 30, 2013. Five vendors submitted low bids on specific items (EXHIBIT A) for a total amount of \$159,896.16. IVC staff reviewed the bids and recommend award as indicated. Bid details are available in the District Purchasing Department.

Funds are available through the approved project budget of \$20,490,000.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees award Bid No. 308D, Biology Equipment for IVC Life Sciences Building, to the vendors listed on (EXHIBIT A) for a total amount of \$159,896.16.

**BID NO. 308D
IVC LIFE SCIENCES BUILDING
SOCCCD**

<u>VENDORS</u>	<u>PRODUCT</u>	<u>AMOUNT</u>
Bio-Rad Laboratories, Inc. Hercules, CA	Electrophoresis Equipment	\$ 5,606.48
Fisher Scientific Chino, CA	Hotplates, incubators, etc.	28,501.75
Johnson Scientific Williamstown, NJ	Spectrophotometer, pH meter kit, lab refrigerators	32,931.36
Sargent-Welch, LLC Buffalo, NY	Drying convection oven, safety cabinets, pH meters	19,026.69
Southland Instruments, Inc. Huntington Beach, CA	Microscopes	73,829.88
GRAND TOTAL		\$ 159,896.16

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Five Year Construction Plan Revision

ACTION: Approval

BACKGROUND

Each year the District is required to submit a Five Year Construction Plan to the State Chancellor's office. On March 18, 2013, the Board of Trustees approved the District's Order of Priority for this year's Five Year Construction Plan.

Concurrent with the Five Year Construction Plan, the District also submits Initial and Final Project Proposals (IPP and FPP) for state funding considerations. State funds result from state bond measures. The next opportunity for a bond consideration is 2014. The State Chancellor's Office requests that districts rollover the existing IPPs and FPPs. SOCCCD's rollover FPPs are IVC's Fine Arts Building and Saddleback's Gateway Building.

STATUS

Because the State Chancellor's Office is permitting rollover for the existing projects a minor change to the Board approved Five Year Construction Plan will result in improved FPP eligibility for the IVC Fine Arts Building. Additionally, the original submittal to the Board indicated that the ATEP Buildings for Saddleback and IVC were one line item in order to keep them at the same priority. The State Chancellor's website does not permit two buildings in one priority so these projects have been separated in this modification to the Board. These changes (EXHIBIT A) are highlighted in yellow as are the resultant modifications to the numbering sequence. The modifications have been reviewed with the colleges and they recommend approval.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the revision to the District's Order of Priority for the Five Year Construction Plan (EXHIBIT A).

Five Year Plan-Revised
South Orange County Community College District
October 15, 2013

EXHIBIT A
Page 1 of 1

2012 Priority	2013 Priority	Project Title	Campus	Occupy Date	Status
2	1	NEW LIFE SCIENCES BUILDING- Under Construction	Irvine Valley College	2013/2014	FPP-Approved/Funding Approved
3	2	NEW SCIENCES BUILDING- In Design/PreConstruction	Saddleback College	2015/2016	Locally Funded Project
4	3	ATEP- DEMOLITION OF SELECTED BUILDINGS- Foundation and Infrastructure Demo in design	Irvine Valley College	2013/2014	Locally Funded Project
5	4	NEW BARRANCA ENTRANCE-In Design	Irvine Valley College	2013/2014	Locally Funded Project
6	5	RENOVATE TAS BUILDING (Including Swing Space)-In Design	Saddleback College	2016/2017	Locally Funded Project
8	6	STORM DRAIN AND RELOCATE SURFACE PARKING LOT (PHASE ONE A), PRACTICE FIELDS	Saddleback College	2015/2016	Locally Funded/Future Project
9	7	A-400 BUILDING-In Design	Irvine Valley College	2016/2017	Locally Funded Project
11	8	NEW SURFACE PARKING LOT (PHASE ONE)	Irvine Valley College	2016/2017	Locally Funded/Future Project
12	9	NEW GATEWAY BUILDING-Awaiting state funding match	Saddleback College	2017/2018	FPP-Approved
13	10	NEW FINE ARTS BUILDING-Awaiting state funding match	Irvine Valley College	2018/2019	Locally Funded/Future Project
14	11	RENOVATE A-200: SUCCESS CENTER	Irvine Valley College	2018/2019	IPP-Approved
15	12	RENOVATE B-300 SECOND FLOOR	Irvine Valley College	2017-2018	Locally Funded/Future Project
7	13	NEW ATEP BUILDINGS	Irvine Valley College	2017/2018	Locally Funded/Future Project
7	14	NEW ATEP BUILDINGS	Saddleback College	2017/2018	Locally Funded/Future Project
13	15	CAMPUS VILLAGE (INTERIM SPACE) OFF LINE- SECONDARY EFFECT OF TAS RENOVATION	Saddleback College	2016/2017	Locally Funded/Future Project
16	16	RENOVATE GATEWAY BUILDING TRANSIT ENTRANCE PLAZA	Saddleback College	2018/2019	Locally Funded/Future Project
17	17	RENOVATE QUAD LANDSCAPE/HARDSCAPE	Saddleback College	2018/2019	Locally Funded/Future Project
18	18	RENOVATE SOCCER AND PRACTICE FIELDS	Irvine Valley College	2018/2019	Locally Funded/Future Project
19	19	RENOVATE STUDENT SERVICES CENTER	Saddleback College	2019/2020	IPP-Approved
20	20	NEW SURFACE PARKING LOT (PHASE TWO)	Irvine Valley College	2019/2020	Locally Funded/Future Project
21	21	RENOVATE A QUAD LANDSCAPE/HARDSCAP	Irvine Valley College	2019/2020	Locally Funded/Future Project
22	22	RENOVATE B-300 FIRST FLOOR	Irvine Valley College	2019/2020	Locally Funded/Future Project
23	23	RENOVATE FINE ARTS	Saddleback College	2019/2020	Locally Funded/Future Project
24	24	NEW FINE ARTS PROMENADE LANDSCAPE/HARDSCAPE	Irvine Valley College	2020/2021	Locally Funded/Future Project
25	25	RENOVATE SCIENCE MATH BUILDING	Saddleback College	2021/2022	Locally Funded/Future Project
26	26	RENOVATE SCIENCE MATH PLAZA	Saddleback College	2021/2022	Locally Funded/Future Project
27	27	RENOVATE CAMPUS ENTRANCE PLAZA	Irvine Valley College	2021/2022	Locally Funded/Future Project
28	28	RENOVATE HEALTH SCIENCES BUILDING	Saddleback College	2021/2022	Locally Funded/Future Project
29	29	NEW BASEBALL RESTROOMS/ BLEACHERS/ CONCESSIONS	Irvine Valley College	2021/2022	Locally Funded/Future Project
30	30	RENOVATE ATHLETICS STADIUM	Saddleback College	2022/2023	Locally Funded/Future Project
31	31	NEW AUXILLARY GYMNASIUM	Irvine Valley College	2022/2023	Locally Funded/Future Project

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Revised Basic Aid Allocation Recommendation for FY 2013-2014

ACTION: Approval

BACKGROUND

On June 17, 2013, the Board of Trustees approved the Basic Aid Allocation Recommendation for FY 2013-2014 for a total of \$56,548,446. One of the items approved was the retirement of long-term debt for two energy management loans at Irvine Valley College totaling \$2,254,321.

When determining the amount of Basic Aid funds available for allocation, District Fiscal Services estimates the amount of property taxes and enrollment fees that the District will receive. At the end of the fiscal year, the total actual receipts were greater than the estimates by \$3,863,650. These funds are uncommitted, available for allocation, and are in addition to the required 20% contingency held in reserve. EXHIBIT A displays the Basic Aid funding amounts.

STATUS

At the time IVC made the basic aid request to retire the loans, the payoff amounts were estimated based on the loan information available at that time. When the final payoff notices were received, the amount was \$62,326 higher than the amount requested for a revised total of \$2,316,647.

On October 11, 2013, IVC submitted a request to the Basic Aid Allocation Recommendation Committee (BAARC) requesting that the additional amount be authorized from the basic aid uncommitted fund balance. BAARC discussed and recommended to the Chancellor that this be approved. With the increase of \$62,326 for the loan payoff amount, the new total Basic Aid Allocation for FY 2013-2014 will be \$56,610,772 leaving an uncommitted balance of \$3,801,324 (EXHIBIT B) and a contingency of the required 20% of \$7,739,599.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the revised FY 2013-2014 Basic Aid Allocation Recommendation to include the additional \$62,326 needed to retire the IVC energy management loans.

South Orange County CCD
Determination of Basic Aid Allocation Amounts
Fiscal Year 2013-2014

	FY 2011-2012 Actual	FY 2012-2013 Estimated	FY 2012-2013 Actual	FY 2013-2014 Projected
Property Tax Revenue ¹	149,506,868	150,000,000	157,563,422	155,697,811
Net Student Fee Revenue	15,286,440	18,450,000	18,304,310	18,487,353
Partnership for Excellence Funds	1,818,462	-	-	-
Interest on Property Taxes	40,244	-	32,411	24,000
Total Revenues	166,652,014	168,450,000	175,900,143	174,209,164
PY DRAC Allocation Adjustment	-	-	(553,591)	(1,210,730)
DRAC Model Allocation ³	(127,350,971)	(128,458,153)	(128,458,153)	(133,729,206)
Total Property Taxes for Basic Aid	39,301,043	39,991,847	46,888,399	39,269,228
Contingency for Unrealized Tax Collections (20%)	-	(18,584,398)	-	(7,853,846)
Net Amount Property Taxes for Basic Aid	39,301,043	21,407,449	46,888,399	31,415,382
Basic Aid Funds from Prior Year	3,865,197	52,930,143	52,514,423	9,178,170
Basic Aid Project Funds Returned	13,791,183	-	2,685	19,818,544
Total Basic Aid Funds Available	56,957,423	74,337,592	99,405,507	60,412,096
Long Term Obligations and Fixed Expenses ²	(2,675,000)	(3,550,000)	(3,550,000)	(3,695,000)
Allocation for Basic Aid Projects	(1,768,000)	-	(70,787,592)	(52,853,446)
Allocation for OPEB Liability - Unfunded Estimate	-	-	(15,889,745)	-
Net Amount Available for BAARC Allocation	52,514,423	70,787,592	9,178,170	3,863,650

Notes: ¹ Per BP 3110 and AR 3110, Property Taxes are based on conservative estimates

² Estimates for 2013/14

Retiree Benefits Current Year - On-Going
Legislative Advocacy
Insurance Fund for Deductibles
Trustee Election

3,520,000
75,000
100,000
-

3,695,000

³ Assuming 3.7% Growth for FY 2013-2014 DRAC Model to be conservative until CCC system budget is determined



Summary of Revised FY 2013-2014 Basic Aid Recommendations

<u>Category</u>	<u>Amount</u>
Long Term Obligations and Fixed Expenses	\$ 3,695,000
Capital Projects	
o Capital Projects- Priorities FY 2013-2014	\$26,468,095
o Capital Projects-Construction Defects/Code Requirements	\$ 1,400,000
o Capital Projects-Special Project Support	\$ 3,320,000
Scheduled Maintenance and Small Renovation Projects	
o Scheduled Maintenance Projects- Priorities	\$ 2,150,000
o Small Renovation Projects	\$ 5,750,000
District-wide Technology Priority Projects	\$ 10,814,500
District-wide-Union Offices	\$ 100,000
IVC-Retirement of Debt-Long Term Energy Management Loan	\$ 2,254,324 2,316,647
ATEP Site Operations	\$ <u>596,530</u>
Total	<u>\$56,548,446 56,610,772</u>
Basic Aid Funds Available	\$60,412,096
Remaining Balance (uncommitted to remain in basic aid fund)	\$ 3,863,650 3,801,324
Contingency for Unrealized Tax Collections (20%)	<u>\$7,739,599</u>

TO: Board of Trustees
FROM: Gary L. Poertner, Chancellor
RE: SOCCCD: Trustees' Requests for Attending Conferences
ACTION: Approval

BACKGROUND

The Orange County Department of Education requires that all travel/mileage expenses claimed by Trustees for official college business be approved by the Board of Trustees as well as their requests to attend upcoming conferences and meetings.

STATUS

The official trips reported in Exhibit A require Board approval for payment by the County of Orange.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve/ratify the Trustees' requests for attending conference(s) as shown in Exhibit A.

TRUSTEE ATTENDANCE AT CONFERENCES AND MEETINGS

Trustees wishing to attend:

EVENT/LOCATION	DATE(s)*	ESTIMATED COST** (per person)	TRUSTEE REQUESTED ITEM:	TRUSTEE(S) ATTENDING
CCLC 2014 Effective Trusteeship Workshop Sheraton Grand Sacramento, CA	1/24-1/26/13 (2)	\$1,200.00	none	
CCLC 2014 Annual Legislative Conference Sheraton Grand Sacramento, CA	1/25-1/27/13 (2)	\$1,450.00	none	

* The figure in parentheses is the estimated number of nights lodging

** The amount listed includes estimated airfare, lodging, meals, and other expenditures

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Transfer of Budget Appropriations

ACTION: Ratify

BACKGROUND

Title 5, California Code of Regulations, Section 58199 requires the Board of Trustees to approve, by a two-thirds (2/3) vote of its members, all transfers of funds from its contingency reserve to any expenditure classification, and ratify, by a majority vote, all transfers of funds between expenditure classifications other than that originating from the Contingency Reserve.

STATUS

For the current reporting period ending September 30, 2013, and in accordance with Administrative Regulation 3101, the Transfer of Budget Appropriations are summarized on EXHIBIT A and presented for ratification.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees ratify the Transfer of Budget Appropriations as detailed in EXHIBIT A.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

TRANSFER OF BUDGET APPROPRIATIONS SUMMARY

For the period 09-01-13 to 09-30-13

General Fund

<u>Account</u>	<u>Description</u>	<u>From</u>	<u>To</u>
1000	Academic Salaries	\$44,374	
2000	Classified Salaries		\$4,952
3000	Fringe Benefits	\$2,358	
4000	Books and Supplies	\$222,666	
5000	Other Operating Expenses & Services		\$252,508
6000	Capital Outlay		\$25,938
7000	Other Outgo	\$14,000	
Total Transfers - General Fund		\$283,398	\$283,398

Capital Outlay Fund

<u>Account</u>	<u>Description</u>	<u>From</u>	<u>To</u>
5000	Other Operating Expenses & Services		\$16,600
6000	Capital Outlay	\$16,600	
Total Transfers - General Fund		\$16,600	\$16,600

Total Transfers	\$299,998	\$299,998
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TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Purchase Orders/Confirming Requisitions

ACTION: Approval

BACKGROUND

In accordance with the provisions of Article 4 of Chapter 8 of the California Education Code, commencing with Sections 85230, purchase orders/confirming requisitions, and purchase change listings are submitted for approval of the Board of Trustees.

STATUS

Purchase orders processed in accordance with the general priorities of the adopted budget and numbered P14-01519 through P14-01966 amounting to \$5,552,151.34 are submitted to the Board of Trustees for approval. Confirming requisitions dated September 4, 2013 through October 8, 2013 totaling \$139,434.90 are also submitted.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the purchase orders/confirming requisitions listed in EXHIBIT A.

Includes P14-01519 - P14-01966

PO Number	Vendor Name	Loc	Description	Account Amount
P14-01519	C.F. PETERS CORPORATION	.	Music IVC F.A.	697.04
P14-01520	LIVING COAST DISCOVERY CENTER	.	Entrance fees for ENV 24 class	180.00
P14-01521	DICK BLICK COMPANY	.	IVC F.A. art supplies/pencils/pads/gloves	1,633.68
P14-01522	QUEST DIAGNOSTICS	.	Blanket PO to pay Quest Diagnostics invoices	8,500.00
P14-01523	GOODWILL INDUSTRIES OF ORANG E COUNTY	.	Interpreting svcs for hearing impaired students	5,000.00
P14-01524	QUICK CAPTION	.	Captioning svcs for hearing impaired students	5,000.00
P14-01525	LAURA'S INT PLANTSCAPE SERV	.	Contract service plants for IVC PAC	2,400.00
P14-01526	WILLIAMS RECORDING	.	Recordings for IVC concerts	1,600.00
P14-01527	FRED MILLS TRAINING SOLUTIONS	.	ARMS/CAD training	2,000.00
P14-01528	CDW-G COMPUTER CENTERS	.	CDW Fujitsu Scansnap	4,950.18
P14-01529	TROXELL COMMUNICATIONS, INC.	.	Hitachi projector for SSC 212	4,083.48
P14-01530	VICTORY CUSTOM ATHLETIC	.	Baseball uniforms SC	5,959.78
P14-01531	EASTBAY TEAM SPORTS	.	SB S'14 diamond softballs	575.10
P14-01532	B & H PHOTO	Bldg W/Com Arts	Headsets for control room	816.48
P14-01533	LIFETIME MEMORY PRODUCTS, INC.	.	K Mahotka Patterson Fall 2013 fee based supplies	1,158.30
P14-01534	DELL MARKETING	.	Monitor	323.56
P14-01535	BSN SPORTS	.	IVC basketball/ polo's/sweaters /vests	649.60
P14-01536	GOPHER SPORTS EQUIPMENT	.	Fitness Equipment SC ultrafit pro trainer pack	6,239.77
P14-01537	EASTBAY TEAM SPORTS	.	Soccer scrimmage vests for PE class SC	120.30
P14-01538	CROSSOVER SYMMETRY	.	Baseball supplies IVC symetry supplies	965.44
P14-01539	ORANGE CO. BUSINESS JOURNAL	.	1/4 page advertisement for OC Business Journal	2,030.00
P14-01540	LIDS TEAM SPORTS	.	W Golf F'13 coaching gear SC polo's wind tops	221.96
P14-01541	GLOBAL OZONE INNOVATIONS LLC	.	Laundry mrsa product IVC Ath.	204.97
P14-01542	CPR SAVERS & FIRST AID SUPPLY	.	CPR class supplies/ face shields/gloves	159.96
P14-01543	EASTBAY TEAM SPORTS	.	WBB uniforms game/practice F'13 SC	5,619.71
P14-01544	CCUPCA (CALIFORNIA COLLEGE & U NIV POLICE CHIEFS ASSOC)	.	CCUPCA - membership for Chief Glen	100.00
P14-01545	MC KESSON GENERAL MEDICAL CORP	.	Medical supplies	3,000.00
P14-01546	ROBERT WADDINGTON	.	FKCE wkshp trainer	180.00
P14-01547	DWELL	.	Magazine subscription: Dwell	59.90
P14-01548	VERANDA c/o HEARST MAGAZINE	.	Magazine subscription: Veranda	26.00
P14-01549	INTERIOR DESIGN	.	Magazine subscription: Interior Design	45.00
P14-01550	W MAGAZINE SUBSCRIPTION SERVICES	.	Magazine subscription: W Magazine	13.00
P14-01551	VM+SD	.	Magazine subscription: VMSD	42.00
P14-01552	ELLE MAGAZINE	.	Magazine subscription: Elle Magazine	12.00
P14-01553	MARIE CLAIRE	.	Magazine subscription: Marie Claire	12.00
P14-01554	TEAM ATHLETICS	.	Men's Basketball practice uniforms	1,708.56

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

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Includes P14-01519 - P14-01966

PO Number	Vendor Name	Loc	Description	Account Amount
P14-01555	CALIFORNIA APPAREL NEWS		Magazine subscription: CA Apparel News	69.95
	SUBSCRIPTION DEPT			
P14-01556	WOMEN'S WEAR DAILY		Magazine subscription: WWD	299.33
P14-01557	THREADS		Magazine subscription: Threads	32.95
P14-01558	CONDE NAST PUBLICATIONS		Magazine subscription: FN	109.00
P14-01559	DANIEL SMITH, INC.		IVC Art paper/charcoal/color quarts/etc	1,268.62
P14-01560	DISPLAYS 2GO		Deluxe Stanchions IVC F.A.	802.32
P14-01561	ATRA		Membership: ATRA	300.00
P14-01562	EASTBAY TEAM SPORTS		VB F'13 fill-in shorts	131.64
P14-01563	LIEBERT CASSIDY WHITMORE		Attorney professional services FY 2013-2014	100,000.00
P14-01564	PACIFIC COLOR PRINTING		Schedule cards for the IVC Athletics	1,096.20
P14-01565	ALEXANDER LEIGH		Music dir. services: Theatre Arts "Next to Normal"	4,040.00
P14-01566	CONSUMER REPORTS		Magazine subscription: Consumer Reports	26.00
P14-01567	NUTRITION ACTION		Magazine subscription: Nutrition Action	10.00
	HEALTHLETTER			
P14-01568	COOKING LIGHT		Magazine subscription: Cooking Light	24.00
P14-01569	BON APPETIT		Magazine subscription: Bon Appetit	20.00
P14-01570	CHRIS KIGER C/O STUDENT		Blanket PO for Chris Kiger to purchase supplies	400.00
P14-01571	WELLNE SS CTR			
P14-01571	HSACCC ALLAN HANCOCK		Membership	150.00
	COMM. COL LEGE			
P14-01572	XEROX CORPORATION		2013-2014 maintenance for DSPS copier	900.00
P14-01573	APPLE COMPUTER, INC. ATTN:		15" Macbook Pro battery replacement	125.28
	HiEd SALES SUPPORT			
P14-01574	LIBERTY DISTRIBUTION		Energy bars for tennis team	319.01
	COMPANY			
P14-01575	SEHI PROCOMP COMPUTER		Replacement printer for Xerox 7750	1,519.60
	PRODUCTS			
P14-01576	R2A ARCHITECTURE		Redesign of Social & Behavioral office	4,925.00
P14-01577	CDW-G COMPUTER CENTERS		Digital fingerprint reader	459.00
P14-01578	LEE ARMSTRONG CO.		Replace flooring in SM-348/349	12,885.00
P14-01579	SEHI PROCOMP COMPUTER		Scanner for SBS - Attachment	1,127.12
	PRODUCTS			
P14-01580	LOCKERS.COM		Lockers for baseball field office	687.89
P14-01581	HITT MARKING DEVICES, INC.		SC Sci. Math door name plates	22.98
P14-01582	LIST INDUSTRIES, INC.		Lockers	9,992.73
P14-01583	CENTRAL POLICE SUPPLY		Microphones	1,100.95
P14-01584	PARTEK SOLUTIONS		Parking permit dispenser paper	583.85
P14-01585	AARDVARK CLAY AND SUPPLIES		Elizalde-Henson-Based supplies/multi drill	104.95
P14-01586	FINE COOKING		Magazine subscription: Fine Cooking	29.95
P14-01587	ORANGE CO/LONG BEACH		OCLB Consortium membership	150.00
	CONSORT. % KAREN			
	GOTTLIEB,RN, MSN			
P14-01588	PSYCHOLOGICAL ASSESSMENT		SC Health Personality Assessment	96.29
	RESO URCES, INC.		Inventory test	
P14-01589	ENOVITY, INC		Commissioning services for TAS Reno	59,492.00
P14-01590	ENOVITY, INC		Commissioning svcs for A400 Design Build	59,065.00

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Includes P14-01519 - P14-01966

PO Number	Vendor Name	Loc	Description	Account Amount
P14-01591	AUTONATION FORD TUSTIN		Vehicle supplies	3,000.00
P14-01592	AUTONATION FORD TUSTIN		ATEP vehicle maintenance and repairs	500.00
P14-01593	AUTONATION FORD TUSTIN	SC WAREHOUSE	Warehouse supplies	500.00
P14-01594	MARK IV COMMUNICATIONS, INC.		Add cables to Campus Police	2,166.29
P14-01595	ECONOMIC ALTERNATIVES, INC.		Annual maintenance: water treatment	4,515.25
P14-01596	NANCY'S NOTIONS		Melinda Smith - Fall 2013 - fee based supplies	208.63
P14-01597	MARKERTEK VIDEO SUPPLY 1 TOWER DRIVE	Bldg W/Com Arts	Headphones for students/classroom	449.28
P14-01598	CDW-G COMPUTER CENTERS		Lenovo tablets	17,236.54
P14-01599	SOUTHLAND INDUSTRIES SERVICES		Replace hot water pump in PH 3	6,735.00
P14-01600	SCANTRON CORPORATION		Scantron renewal	1,449.00
P14-01601	W. W. GRAINGER		Plumbing supplies	3,195.10
P14-01602	SEHI PROCOMP COMPUTER PRODUCTS		Printer service/maintenance	350.00
P14-01603	ADRENALIN SPORTS APPAREL DBA J OANN MARIE HYDER		Men's soccer printing	3,391.74
P14-01604	ADRENALIN SPORTS APPAREL DBA J OANN MARIE HYDER		Women's volleyball supplies	2,647.94
P14-01605	SWIM DEPOT		Women's water polo suits F'13	985.61
P14-01606	CCLC/CCCAA PUBLICATIONS		CCCAA Directory SC Athletics	25.00
P14-01607	DIEMMY TRAN		FKCE wkshp trainer	240.00
P14-01608	ISA ADNEY INTERNATIONAL, LLC		Speaker for CACareer Cafe Nov. workshops	11,900.00
P14-01609	MINN. MINING & MFG. CENTER LIBRARY SYSTEMS		Annual maintenance: library gates and software	6,336.00
P14-01610	WESTERN GRAPHICS PLUS, INC.		Career Cafe re-orders	12,604.00
P14-01611	MARIST COLLEGE		Perform business analysis activities	6,200.00
P14-01612	HARDY & HARPER, INC.		Replace asphalt around T-building	14,193.00
P14-01613	PROFORCE MARKETING INC. PROFORCE LAW ENFORCEMENT		Weapons-accessories	920.44
P14-01614	DAVID PUFAHL dba NEW VISION CONSTRUCTION		Install auto door open at LRC 3rd floor	7,068.00
P14-01615	BANG PRINTING		IVC 2013-2014 Catalog	5,797.64
P14-01616	ASSN OF GOV. BOARDS OF UNIV. &		Membership renewal	2,675.00
P14-01617	CALIFORNIA ALLIANCE FOR JAZZ		CAJ 2013-2014 Newsletter	50.00
P14-01618	DICK BLICK COMPANY		SC Fashion adhesive/glitter/paper	322.88
P14-01619	SOUTHERN CALIFORNIA FOOTBALL ASSOCIATION		SCFA annual membership renewal	1,800.00
P14-01620	SCOTT A. COKELY		Accompanist for Fall 2013 auditions	240.00
P14-01621	WELLS FARGO #3317		IVC Geology dvd	25.89
P14-01622	HOME DEPOT MISSION VIEJO STORE #614		Blanket PO for Electricity/Constr. dept.	1,000.00
P14-01623	FACILITY SERVICES PARTNERS		Maintenance of cogeneration at CP	16,000.00
P14-01624	WELLS FARGO #3317		California Education Code book for Dr. McDonald	65.12
P14-01625	SMART & FINAL		Student supplies	200.00
P14-01626	ONE SOURCE DISTRIBUTORS, INC.		Annual electrical supplies	297.77

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Includes P14-01519 - P14-01966

PO Number	Vendor Name	Loc	Description	Account Amount
P14-01627	SIEMENS WATER TECHNOLOGIES LLC		2013-2014 Annual service & deionized water system	1,200.00
P14-01628	WELLS FARGO #1598	.	VET Center software/hardware	51.24
P14-01629	DELL MARKETING	.	PAC stage computer	927.05
P14-01630	GLENCOE/MC GRAW HILL JAMESTOWN EDUCATION	.	Books for the SC Reading Lab	314.12
P14-01631	PRECISION PLUMBING		Emergency repair of valve and main line	12,907.60
P14-01632	FONTIS SOLUTIONS div of IMAGE DISTRIBUTION SERV	.	IVC Traffic Accident Citation Books	639.36
P14-01633	TODD ROBINSON		DSA Resident Inspector - District	175,000.00
P14-01634	UNITED STATES POSTAL SERVICE B USINESS REPLY MAIL	.	Postage for Fine Arts brochure	1,700.00
P14-01635	AARDVARK CLAY AND SUPPLIES		SC FA Ceramics supplies - porcelain	1,820.88
P14-01636	XEROX CORPORATION		Annual Xerox maintenance agreement	300.00
P14-01637	WELLS FARGO #3317 (DISTRICT)		SC Physics equipment - 2000g balances	1,036.80
P14-01638	SPECTRUM LABORATORY PRODUCTS		Chemicals to be phoned in as needed	1,500.00
P14-01639	SIGMA-ALDRICH CHEMICAL CO.		Chemicals to be phoned in as needed	1,500.00
P14-01640	SJM INDUSTRIAL RADIO	.	Radio equipment	1,503.20
P14-01641	ACADEMIC SENATE FOR CALIF. COM MUNITY COLLEGES		Academic Senate annual membership dues	4,633.13
P14-01642	WESTERN HIGHWAY PRODUCTS, INC.		Parking signs SC Police	357.23
P14-01643	MARCIVE, INC.	.	Library database service per Lydia Welhan	151.14
P14-01644	WELLS FARGO #3317		Video on reproduction for Bio20 SC	27.77
P14-01645	TROXELL COMMUNICATIONS, INC.	.	IVC Life Sciences project - building B400	65,931.12
P14-01646	RIO GRANDE ALBUQUERQUE		Sivets - fee based supplies silver sheet/ss wire	1,026.17
P14-01647	BOB PARRETT CONSTRUCTION		Repair & replace ceiling tile in SM-348 & 349	6,287.00
P14-01648	SADDLEBACK APPLIANCES		IVC Life Sciences Project - Building B400	2,017.58
P14-01649	MARKERTEK VIDEO SUPPLY 1 TOWER DRIVE	Bldg W/Com Arts	Cable Reel for SDI Cables	160.24
P14-01650	DAVE SMITH ENTERPRISE dba HOSP ITAL ASSOCIATES		Waste can Fine Arts SC	164.15
P14-01651	ACCREDITATION COMMISSION FOR E DUCATION IN NURSING INC		ACEN Accreditation membership renewal	2,400.00
P14-01652	ADN DIRECTORS OF SO. CAL. CA O RG. DEG. NSG. PROG.		COADN membership renewal	100.00
P14-01653	SAMUEL FRENCH	.	Performance agreement	800.00
P14-01654	B & H PHOTO	Bldg W/Com Arts	LED lighting kit	2,678.40
P14-01655	FILEMAKER, INC	.	FileMaker annual licenseing renewal	746.00
P14-01656	NANCY BRACKEN	.	Theatre supplies	500.00
P14-01657	RON ELLISON	.	Theatre supplies	500.00
P14-01658	JAMES L. RYNNING	.	Theatre supplies	500.00
P14-01659	LIGHTNING TOOLS, LTD.	.	Lightning tools maintenance renewal	2,502.00
P14-01660	MONSTERSLAYER, INC.		Barrett fee based supplies copper, brass sheet	396.78
P14-01661	WELLS FARGO #3317		Power of Habit book/District	22.45

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

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Includes P14-01519 - P14-01966

PO Number	Vendor Name	Loc	Description	Account Amount
P14-01662	JERRY'S ARTARAMA		Clouds fee based supplies/art paper	367.48
P14-01663	GRAYBAR ELECTRIC CO.		Annual electrical parking lot supplies	24,428.02
P14-01664	HILTI		Annual electrical parking lot supplies	9,781.82
P14-01665	WALTERS WHOLESALE ELECTRIC		Annual electrical parking lot supplies	645.63
P14-01666	WEST-LITE SUPPLY CO.		Annual electrical parking lot supplies	8,246.77
P14-01667	EUROPRINT, INC.		Senior Day publications	1,729.08
P14-01668	KIEFER		Swimming pool first aid supplies	126.14
P14-01669	W. W. GRAINGER		Tool box for FMO vehicle	650.16
P14-01670	DELTA BIOLOGICALS		To obtain specimens for Bio 5	46.80
P14-01671	DEPARTMENT OF JUSTICE ACCOUNTING OFFICE, CASHIERING		2013-2014 Fingerprinting - HR	2,000.00
P14-01672	SEHI PROCOMP COMPUTER PRODUCTS		Scanner for Chancellor's Office	503.39
P14-01673	WINNER CHEVROLET		IVC Police 2014 Chevy Tahoe	31,383.64
P14-01674	PBS VIDEO/SHOP PBS PBS EDUCATIONAL VIDEO		IVC educational chemistry video	25.34
P14-01675	S & B FOODS	SC WAREHOUSE	CTE middle school advisory meetings	324.00
P14-01676	MOORE MEDICAL CORP.		Medical supplies	2,000.00
P14-01677	PETE'S ROAD SERVICE		Tire repairs	1,000.00
P14-01678	ATLAS SHEET METAL		HVAC supplies	1,000.00
P14-01679	JOHNSTONE SUPPLY		Split 5 ton a/c unit for SSC main electric room	3,238.51
P14-01680	JOHNSON CONTROLS, INC. YORK/JCI		Emergency co-gen system down	4,682.00
P14-01681	ACE SAW & SUPPLY		Repair of shop saw blades	400.00
P14-01682	INDUSTRIAL TECHNICAL SERVICES CORP.		Checking HVAC ABB drive	567.50
P14-01683	ECS		Repair of Navy Monitoring Wells-ATEP	1,587.00
P14-01684	ENAMIX, INC.		Quality Assurance Consulting Services	161,280.00
P14-01685	COLLEGESOURCE, INC.		Degree Audit software project	177,562.00
P14-01686	DAVID PUFAHL dba NEW VISION CONSTRUCTION		Soundwall at Veteran's Support Services	14,881.10
P14-01687	NEUDESIC, LLC		SIS-related software project consulting work	1,848,200.00
P14-01688	AARDVARK CLAY AND SUPPLIES		Brent 16 potter's wheel Emeritus SC	2,678.40
P14-01689	MICHAEL MATTHEWS		Guest artist-composer/sound "Dead Man's Cell Phone"	2,500.00
P14-01690	LAGUNA CLAY CO.		Ceramics class materials-sand and L.B. blend	2,222.64
P14-01691	NAFSA MEMBERSHIP DEPT.		NAFSA membership for 2013-14 Int'l Stud. prog.	419.00
P14-01692	PACIFIC PARKING SYSTEMS, INC.		Software installation - pay stations	3,273.00
P14-01693	ART SUPPLY WAREHOUSE		IVC Publications easel backs/rubber cement	126.72
P14-01694	COMPUTROLS, INC.		Annual HVAC supplies	21,141.00
P14-01695	FLORENCE FILTER CORP.		Annual HVAC supplies	506.90
P14-01696	GEORGE T. HALL		Annual HVAC supplies	3,939.69
P14-01697	HILTI		Annual HVAC supplies	3,734.56
P14-01698	JOHNSTONE SUPPLY		Annual HVAC supplies	2,465.28

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Includes P14-01519 - P14-01966

PO Number	Vendor Name	Loc	Description	Account Amount
P14-01699	REFRIGERATION SUPPLIES DIST.		Annual HVAC supplies	1,486.71
P14-01700	ML FILTERS		Annual HVAC supplies	82.81
P14-01701	W. W. GRAINGER		Annual HVAC supplies	7,725.87
P14-01702	SEHI PROCOMP COMPUTER PRODUCTS		Xerox WorkCentre Imaging Unit	206.94
P14-01703	GALLADE CHEMICAL, INC.		Annual pool supplies	6,259.68
P14-01704	WELLS FARGO #3317		SharePoint books for programmer IVC	86.37
P14-01705	WARD'S NATURAL SCIENCE		Supplies for Geology and Physics instruction	209.87
P14-01706	MEDCO SUPPLY COMPANY		Athletic training room supplies	285.16
P14-01707	ROBOTSHOP		Purchase of supplies for Electronics instruction	571.86
P14-01708	EWING IRRIGATION PRODUCTS		Irrigation supplies	1,619.81
P14-01709	VENTEK INTERNATIONAL		CCU server hosting	1,840.22
P14-01710	POCKET NURSE ENTERPRISES, INC.		Supplies for Nursing	75.55
P14-01711	WILLIAMS RECORDING		Contract recording services	3,000.00
P14-01712	DSE ARCHITECTURE, INC.		KSBR radio trasnmittter bldg	25,390.00
P14-01713	WELLS FARGO #3317		Bluetooth headset for programmer IVC	58.87
P14-01714	NATIONAL COLLEGIATE HONORS CO UNCIL (NCHC)		Membership dues 2014 - NCHC	500.00
P14-01715	KELLY PAPER		Paper for publications dept. IVC	41.69
P14-01716	EASTBAY TEAM SPORTS		Fill-in soccer F'13	244.37
P14-01717	TESORO HIGH SCHOOL MUSIC BO OSTERS		Advertising for Jazz Studies program	250.00
P14-01718	DIAMONDS SPORTS FIELD MAINTEN ANCE INC.		Annual grounds supplies	1,133.40
P14-01719	P2S ENGINEERING, INC ATTN:ARVI ND BATRA		Professional services: lighting retrofit project	28,500.00
P14-01720	CDW-G COMPUTER CENTERS		IVC Life Sciences project - building B400	4,113.30
P14-01721	VWR		Shelves for biology chemical storage unit	311.04
P14-01722	SARGENT-WELCH LLC VWR		Instructional supplies for physics	20.25
P14-01723	INTERNAT IONAL COMPANY ORANGE COUNTY REGISTER		Bid ad 307D - Building Envelope Srvcs Pool	1,254.00
P14-01724	MOBILITY RESEARCH		Battery for litegate in life fitness center	330.00
P14-01725	YOGA DIRECT		Yoga class supplies	416.84
P14-01726	SEHI PROCOMP COMPUTER PRODUCTS		Performing Arts supplies-Z6100 plotter toner	134.88
P14-01727	AIRGAS SAFETY		IVC MO safety signage	353.34
P14-01728	TURF TIRE DISTRIBUTORS		Tire Parts	470.66
P14-01729	SCANTRON CORPORATION		Scantrons for Reading Lab SC	683.95
P14-01730	EASTBAY TEAM SPORTS		M's & W's Basketball uniform supplies	6,112.79
P14-01731	DRACAST INC.	Bldg W/Com Arts	LED lighting kit	2,456.66
P14-01732	RIO GRANDE ALBUQUERQUE		Barrett fee based supplies/wax/blades/sprue	340.66
P14-01733	EASTBAY TEAM SPORTS		Men's basketball supplies	4,451.42
P14-01734	DIVERSIFIED BUSINESS SERVICES		Men's basketball supplies	504.30
P14-01735	OCEANSIDE PHOTO & TELESCOPE		SC Sci Math Astronomy camera	1,601.90

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Includes P14-01519 - P14-01966

PO Number	Vendor Name	Loc	Description	Account Amount
P14-01736	WELLS FARGO #3317 (DISTRICT)		SC Physics supplies - Hoist system	15.91
P14-01737	WELLS FARGO #3317 (DISTRICT)		SC Physics supplies - block and tackle	15.50
P14-01738	SEHI PROCOMP COMPUTER PRODUCTS		FMO printers	2,313.44
P14-01739	BEST BUY BUSINESS ADVANTAGE		Insignia 46" HDTV	572.20
P14-01740	WELLS FARGO #3317 (DISTRICT)		Replacement mini-refrigerator Dist. Chanc.	193.32
P14-01741	NANCY BRACKEN	.	Blanket reimbursement	3,500.00
P14-01742	CINEMA SECRETS, INC.	.	Theatre supplies	1,500.00
P14-01743	GANAHL LUMBER	.	Theatre supplies	500.00
P14-01744	DUNN-EDWARDS CORPORATION	.	Theatre supplies	500.00
P14-01745	MICRO CENTER		Computer supplies for performing arts operations	300.00
P14-01746	MC FADDEN-DALE INDUSTRIAL	.	Theatre supplies	1,500.00
P14-01747	RICHARD THE THREAD EMPIRE TAPE COMPANY	.	Theatre supplies	500.00
P14-01748	THEATRE COMPANY	.	Theatre supplies	3,000.00
P14-01749	SADDLEBACK GOLF CARS, INC.		Golf cart SC Campus Police	853.20
P14-01750	AERA ENGINE REBUILDERS ASSN.		Membership	251.00
P14-01751	SUPERIOR PRESS		Various bank supplies 2013-2014	2,000.00
P14-01752	LEGION WEST PAPER		Paper for Art classes SC	2,397.00
P14-01753	DANIEL SMITH, INC.		Paper for Art classes SC	1,293.84
P14-01754	VENDINI, INC. CORPORATE HEADQUARTERS	.	Ticket stock IVC F.A.	235.20
P14-01755	LANAIR GROUP LLC	.	IVC Life Sciences project - building B400	75,978.71
P14-01756	AMER. CHEMICAL SOCIETY		Campus membership to American Chemical Society	179.00
P14-01757	NAPAHE LINDA RYAN, DRAKE UNIVERSITY		NAPAHE Institutional Membership	250.00
P14-01758	H2 ENVIRONMENTAL CONSULTING SERVICES, INC.		SSC 170E environmental testing	1,350.00
P14-01759	H2 ENVIRONMENTAL CONSULTING SERVICES, INC.		Police facility environmental testing	1,080.00
P14-01760	ACADEMIC SENATE FOR CALIF. COMMUNITY COLLEGES		Membership, Academic Senate CA Comm. College	2,484.13
P14-01761	NORMAN S. WRIGHT/AIRELINK MECHANICAL EQUIPMENT, LLC		HVAC supplies	518.40
P14-01762	TEST EQUIPMENT CONNECTION CORP		Logic analyzer	2,705.00
P14-01763	QUEZADA PRO LANDSCAPE, INC.		Tree trimming tennis/BSTIC/parking lot 10	4,860.00
P14-01765	SAMUEL FRENCH	.	Royalty fees for "Cuckoo's Nest"	700.00
P14-01766	COLLEGE BOARD CUES SOFTWARE SERVICES		Annual maintenance/power faids	23,940.36
P14-01767	DELL MARKETING		Laptop/Perkins Grant	941.82
P14-01768	MIKE COLLINS	.	Blanket reimbursement	4,000.00
P14-01769	CALIFORNIA STAGE/LIGHTING, INC	.	Theatre supplies	500.00
P14-01770	COMPUTERLAND OF SILICON VALLEY		Adobe Professional 11-PbICAffrs	138.00

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Includes P14-01519 - P14-01966

PO Number	Vendor Name	Loc	Description	Account Amount
P14-01771	SCHOOL SPECIALTY, INC.		Linoleum for printmaking classes SC FA	538.92
P14-01772	UCI CHILD DEVELOPMENT CENTER		FKCE wkshp trainer	175.00
P14-01773	PORTABLE POWER SYSTEMS		Sealed lead acid batteries	940.45
P14-01774	KEENAN & ASSOCIATES		Power generators general liability	3,493.80
P14-01775	ACCOUNTS RECEIVABLE EXCHANGE		premium	69.00
P14-01776	DYNACON		Renewal for CDC	2,800.00
P14-01777	PEPPER MUSIC COMPANY		Removal of Child Care equipment	3,900.00
P14-01778	LEE ARMSTRONG CO.		Sheet music for music classes-2013-2014	775.00
P14-01779	ORKIN EXTERMINATING, INC.		Repair flooring in SSC-140	300.00
P14-01780	ACUR ID		Emergency bee hive removal at LRC parking	1,040.76
P14-01781	WILKENS-ANDERSON COMPANY		Bid R-00557 - Biology supplies	594.72
P14-01782	ATTN: BRUCE WILKENS		Bid R-00557 - Biology supplies	5,741.60
P14-01783	WILKENS-ANDERSON COMPANY		IVC Life Sciences project - building B400	247.68
P14-01784	ATTN: BRUCE WILKENS		Printer for Medical Assisting	300.00
P14-01785	CDW-G COMPUTER CENTERS		2013-2014 greenhouse supplies for Bees Garden	700.00
P14-01786	SEHI PROCOMP COMPUTER PRODUCTS		2013-2014 materials and supplies for Greenhouse	300.00
P14-01787	GREEN THUMB INTERNATIONAL		2013-2014 Bio Lab plant supplies	281.23
P14-01788	SEPULVEDA BUILDING MATERIALS		Anti-fatigue safety mats for classroom	6,500.00
P14-01789	TREE OF LIFE NURSERY		Theatre supplies	525.00
P14-01790	W. W. GRAINGER		Royalty "Crimes of the Hear"	1,300.00
P14-01791	HOME DEPOT MISSION VIEJO STORE #614		Guest artist	250.00
P14-01792	DRAMATISTS PLAY SERVICE, INC.		2013-2014 For obtaining plants for bio program	82.39
P14-01793	MAKI ONO		NCR paper	500.00
P14-01794	CALIFORNIA GREENHOUSES INC		Dance costumes	500.00
P14-01795	ORA NGE COUNTY SUCCULENTS		Metal for stage building	2,500.00
P14-01796	KELLY PAPER		Stage and props	300.00
P14-01797	DISCOUNT DANCE SUPPLY CO.		Theatre supplies	1,000.00
P14-01798	INDUSTRIAL METAL SUPPLY CO.		Theatre supplies for set creation	1,000.00
P14-01799	MICHAEL LEVINE, INC.		Fabric for costumes	5,000.00
P14-01800	CALIFORNIA STAGE/LIGHTING, INC		Theatre supplies	500.00
P14-01801	SALLY BEAUTY SUPPLY		Lumber for stage building	2,500.00
P14-01802	KELLY-WRIGHT HARDWOODS		Dry clean costumes	800.00
P14-01803	POWER CLEANERS		Physics supplies - laser pointers SC	79.56
P14-01804	WELLS FARGO #3317 (DISTRICT)		Registration for 6 academic shows for FY13/14	1,350.00
P14-01805	KENNEDY CENTER AMERICAN COLLEGE THEATER FESTIVAL		2014 desktop codes/ district	166.10
P14-01806	THOMSON REUTERS - WEST		Helium tank exchange	720.00
P14-01807	PRAXAIR		Slope renovation project	1,045.00
P14-01807	SEGURA ASSOCIATES, INC.			

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Includes P14-01519 - P14-01966

PO Number	Vendor Name	Loc	Description	Account Amount
P14-01808	WELLS FARGO #3317 (DISTRICT)		Biology equipment for small glassware SC	262.58
P14-01809	DISPLAYS 2GO		Window displays IVC/FA	520.13
P14-01810	OCLC, INC.		Annual - library data processing	6,832.98
P14-01811	MATTHEW GILMORE		Graphics-Rachmanov Concert & Master Class	600.00
P14-01812	PACIFIC ALLIANCE CAPITAL, INC. WEST COAST TECHNOLOGY		Servers for Enterprise Back-Up Solution	24,933.40
P14-01813	AARDVARK CLAY AND SUPPLIES		Kiln/SC Emeritus	2,468.88
P14-01814	EASTBAY TEAM SPORTS		Women's basketball supplies	5,724.88
P14-01815	MICROSOFT ITA		Microsoft Tablets for HSHS Division	2,520.96
P14-01816	OCLC, INC.		New library system - SC and IVC	91,100.00
P14-01817	AGON SPORT LLC dba agonswim.co m		M WP suits F'13	980.72
P14-01818	SEHI PROCOMP COMPUTER PRODUCTS		Laserjet 400 color mfp printer	626.40
P14-01819	MITCHELL1		ProDemand subscription renewal	1,348.92
P14-01820	EASTBAY TEAM SPORTS		Exchange of VB pants	483.60
P14-01821	BRODART CO.		Spine labels IVC Library	55.05
P14-01822	H2 ENVIRONMENTAL CONSULTING S ERVICES, INC.		Monitoring Project Oversight for ATEP Demo	55,050.00
P14-01823	ORANGE COUNTY ELECTRIC, INC		Upgrade electrical at Campus Police	4,753.75
P14-01824	BKF ENGINEERS		ATEP Pile & Caisson Survey Project	10,000.00
P14-01825	STATEWIDE TRAFFIC SAFETY AND SIGNS		Pedestrian crossing signs SC Police	8,120.89
P14-01826	CALIBER PAVING COMPANY INC		Asphalt repair & creation of entry at ATEP	7,263.00
P14-01827	FONTIS SOLUTIONS div of IMAGE DISTRIBUTION SERV		Hand sanitizer	280.25
P14-01828	FONTIS SOLUTIONS div of IMAGE DISTRIBUTION SERV		Flashlights	300.90
P14-01829	FONTIS SOLUTIONS div of IMAGE DISTRIBUTION SERV		Pencils	259.60
P14-01830	WELLS FARGO #3317 (DISTRICT)		Ergonomic headsets, handset lifters SC/Fin Aid	2,464.78
P14-01831	BRAVO SIGN & DESIGN		AGB signs	983.00
P14-01832	JOHN WILEY & SONS		Dept chair subscription	99.00
P14-01833	LIBRARY ADVANTAGE		Security discs / IVC Lib.	70.20
P14-01834	SWIM DEPOT		M WP Balls F'13	724.46
P14-01835	SED INTERNATIONAL, INC.		Telephoto lenses for SC astronomy	3,291.04
P14-01836	NAT'L COUNCIL FOR WORKFORCE EDUCATION	SC WAREHOUSE	NCWE institutional membership	126.58
P14-01837	H2 ENVIRONMENTAL CONSULTING S ERVICES, INC.		BGS FIRE: ENVIRONMENTAL CONSULTING SERVICE	59,755.00
P14-01838	JOHN TIMBERLAKE		Argosy contract	1,666.67
P14-01839	NATIONAL BUSINESS FURNITURE		New desk chair for FT faculty	322.25
P14-01840	SEHI PROCOMP COMPUTER PRODUCTS		Printer cartridges for Career Ctr computers	1,688.68
P14-01841	GEARY PACIFIC SUPPLY		HVAC unit in VII 23-1	3,279.32
P14-01842	DICK BLICK COMPANY		Paper for SC art classes	678.24
P14-01843	WELLS FARGO #3317 (DISTRICT)		Newegg.com	245.77

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Includes P14-01519 - P14-01966

PO Number	Vendor Name	Loc	Description	Account Amount
P14-01844	LAGUNA BALLET, INC.		Laguna Ballet's "The Nutcracker"	26,000.00
P14-01845	DIV. OF THE STATE ARCHITECT		DSA Close-Out App# 04-104865 IVC	1,824.68
	ST ATE OF CALIFORNIA		Reloc.	
P14-01846	GABRIELA HERNANDEZ		FKCE wkshp panelist	50.00
P14-01847	ARACELI TRUJILLO		FKCE wkshp panelist	50.00
P14-01848	AMER. SOCIOLOGICAL ASSN.		Sociology pamphlets SC/Soc Sci	14.32
P14-01849	DAVID PUFAHL dba NEW VISION		Install new window at Vets Payment	4,114.61
	CO NSTRUCTION		Office	
P14-01850	INDUSTRIAL TECHNICAL		Installation of a/c drive at SM bldg.	905.00
	SERVICES CORP.			
P14-01851	WELLS FARGO #3317	Bldg W/Com Arts	Monitor/DVD combo for SC Film	168.23
P14-01852	SPECTRUM LABORATORY		Bid R-00557 - Biology supplies	328.32
	PRODUCTS			
P14-01853	SEHI PROCOMP COMPUTER		Color laser printer and ink for Astro dept	678.63
	PRODUCTS			
P14-01854	MARKERTEK VIDEO SUPPLY 1	Bldg W/Com Arts	Audio recorders for portable systems	599.17
	TOWER DRIVE			
P14-01855	SCANTRON CORPORATION		Scantrons SC SM	49.38
P14-01856	MODUAL A/C SYSTEM, INC		Installing a/c unit in Vil 23-1	2,500.00
P14-01857	FISHER SCIENTIFIC		Antigen for Agglutination Test	28.47
P14-01858	FISHER SCIENTIFIC		Supplies for program	470.65
P14-01859	INSIGHT MEDIA		DVD's	500.00
P14-01860	ACE LAWN MOWER & SAW		Grounds equipment	7,422.47
P14-01861	WELLS FARGO #3317 (DISTRICT)		BatteryMart.com	57.38
P14-01862	PRESIDIO NETWORKED		Core Switch Replacement-Network	1,156,922.09
	SOLUTIONS		Refresh Proj	
P14-01863	HORIZON		Annual grounds supplies	251.64
P14-01864	TRENCH PLATE RENTAL CO		Trench Plate Rental	13,975.00
P14-01865	COMMERCIAL LANDSCAPE		Annual grounds supplies	5,576.78
	SUPPLY			
P14-01866	GRAINGER PARTS OPERATIONS		Annual grounds supplies	6,214.56
P14-01867	A. M. LEONARD, INC.		Annual grounds supplies	2,520.69
P14-01868	JOHN DEERE LANDSCAPES, INC.		Annual grounds supplies	5,111.70
P14-01869	EMCOR/Mesa Energy Systems		Annual maintenance: HVAC support	5,356.00
			software	
P14-01870	JOHNSON CONTROLS, INC.		Motor rewind at CP	33,340.00
	YORK/JC I			
P14-01871	THE RP GROUP		Membership dues. Please see notes	350.00
P14-01872	ML FILTERS		Campus-wide air filters	1,871.54
P14-01873	BENNETT PRODUCTIONS		Consultant agreement - FAMT	45,500.00
	UNLIMITED			
P14-01874	ESSENCE ENTERTAINMENT		Contract services	7,500.00
P14-01875	SERVICE MANAGEMENT ASSIST,		Maintenance system support	2,438.00
	LLC			
P14-01876	TOTAL CONCEPTS INTEGRATION	Bldg W/Com Arts	Equipment for Portable Production	26,551.89
	INC		System	
P14-01877	GARBER, SHAYLENE NICOLE		Stage Manager for Theatre Arts'	1,500.00
			Metamorphoses	
P14-01878	CCCBCA ATTN: PAUL MOORE		CCCBCA membership, IVC Baseball	115.00
			coaches	
P14-01880	B & H PHOTO		Art IVC filters/ lamps	241.60
P14-01881	XPEDX		Paper for IVC Duplicating	508.69

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Includes P14-01519 - P14-01966

PO Number	Vendor Name	Loc	Description	Account Amount
P14-01882	AMANDA GRIVAS	.	Contract services	500.00
P14-01883	MSC INDUSTRIAL SUPPLY CO.	.	Bondo for SC art classes	243.86
P14-01884	AGUINAGA GREEN, INC.	.	Mulch for Native Garden	221.40
P14-01885	REYNOLDS ADVANCED MATERIALS	.	Supplies for mfg 205/6 classes	411.42
P14-01886	GRAPHIC CHEMICAL & INK CO.	.	Ink for Printmaking classes SC	299.01
P14-01887	DAVID PUFAHL dba NEW VISION CO NSTRUCTION	.	Repair LRC door & frame	2,440.67
P14-01888	R2A ARCHITECTURE	.	Architectural Service TAS Swing Space Project	15,000.00
P14-01889	WELLS FARGO #3317 (DISTRICT)	.	Book for Sign Language SC HS	68.74
P14-01890	WELLS FARGO #3317	.	Reference books for SC geology lab	102.49
P14-01891	BACKHAND, LLC dba SOCAL VACUUM & JANITORIAL	.	Equipment repair blanket	2,000.00
P14-01892	DELL MARKETING	.	Life Sciences Proj - B400 (REF:WSCA B27160)	89,773.76
P14-01893	CDW-G COMPUTER CENTERS	.	Life Sciences - B400 REF: WSCA Contract AR-233	69,579.00
P14-01894	HUMANSIZE C/O UNITED INTERIOR S	.	Task chair	567.32
P14-01895	DEMCO INC.	.	IVC Lib labels/book tape	100.14
P14-01896	CHARLES C. STILL SECURE LIVE S CAN	.	2013-2014 rolling fees	700.00
P14-01897	RANSOM AND RANDOLPH	.	Binder for SC art classes	1,212.13
P14-01898	FISHER SCIENTIFIC	.	Digital water baths for Biology	4,505.49
P14-01899	SAMY'S CAMERA	.	SC photo filters/memory cards	426.08
P14-01900	DICK BLICK COMPANY	.	Supplies for SC Photo - pencils/brayer	99.60
P14-01901	WELLS FARGO #3317 (DISTRICT)	.	SC Physics supplies - bags	28.80
P14-01902	PACIFIC MARINE MAMMAL CENTER	.	Pacific marine mammal tour fee	250.00
P14-01903	COMPUTERLAND OF SILICON VALLE Y	.	Microsoft Campus Agreement - IVC, SC & District	133,207.00
P14-01904	NEWARK ELECTRONICS	.	Physics supplies - GMR sensor lab	121.54
P14-01905	B & H PHOTO	.	equipment order through grant	1,517.40
P14-01906	ALICIA BLANQUART	.	Guest Artist	1,000.00
P14-01907	WALL STREET JOURNAL	.	Subscription renewal 2013/14	446.47
P14-01908	SMARTBEAR SOFTWARE, INC.	.	SmartBear (AlertSite) Monitoring Services renewal	4,312.92
P14-01909	WELLS FARGO #1598	.	Installation fee for the IVC Athletic Dryer	400.00
P14-01910	FISHER SCIENTIFIC	.	Urea tubes	162.00
P14-01911	LISA JANE GORE	.	Contract Services	1,000.00
P14-01912	DR. NANCY CARRITTE INDUSTRIAL PSYCHOLOGIST	.	Evaluation Services	2,800.00
P14-01913	GETTY IMAGES US, INC.	.	Annual Image renewal contract	3,068.00
P14-01914	GUIDANCE SOFTWARE	.	Computer Forensics License Renewal	686.32
P14-01915	COMPUTER PROTECTION TECHNOLOGY	.	Uninterruptible Power Systems Maint Renewal Yr1of3	2,320.00
P14-01916	KENT HELWIG	.	Contract Services	2,000.00
P14-01917	TONI HELMS	.	Contract Services	800.00
P14-01918	MARIA BLAIR	.	FKCE Wkshp Panelist	50.00
P14-01919	DENISE BLAIR	.	FKCE Wkshp CoTrainer	630.00

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Includes P14-01519 - P14-01966

PO Number	Vendor Name	Loc	Description	Account Amount
P14-01920	LISA WORKMAN		FKCE WKshp Panelist	50.00
P14-01921	JENNIFER PENNER		FKCE Wkshp Trainer	180.00
P14-01922	ERIN KIM		FKCE Wkshp Monitor	210.00
P14-01923	MATTHEW CODDE		FKCE Wkshp Trainer	180.00
P14-01924	W. W. GRAINGER		Annual grounds supplies	1,135.30
P14-01925	B & H PHOTO		IVC FA floodlights/stands	374.65
P14-01926	VWR		Lab materials & supplies for bio program	364.48
P14-01927	CITY OF IRVINE		Ad in the Inside Irvine magazine	875.00
P14-01928	MOUSER ELECTRONICS INC.		Physics supplies - capacitors	87.27
P14-01929	ORANGE CO. FARM SUPPLY		Supplies	596.24
P14-01930	CONSOLIDATED ELECTRICAL DIST.		Motor control center status lights	24.02
P14-01931	IRVINE HIGH SCHOOL AQUATICS BO OSTER CLUB		Ad for Irvine High waterpolo program	75.00
P14-01932	UNISOURCE WORLDWIDE	SC WAREHOUSE	Replenish stores green paper	3,096.58
P14-01933	UNISOURCE WORLDWIDE	SC WAREHOUSE	Replenish Stores paper blue 20lb	3,096.58
P14-01934	AARDVARK CLAY AND SUPPLIES		Plaster and cones for SC Ceramics program	909.01
P14-01935	MAIN GRAPHICS		Business cards for EOPS staff IVC	171.06
P14-01936	SOURCE GRAPHICS		IVC photo supplies /ink/paper/vinyl	785.33
P14-01937	AUTOMIC DESIGNS, INC.		Graphics installation SC Police	227.20
P14-01938	UNISOURCE WORLDWIDE		2 part NCR paper for DSPS notetaking	372.54
P14-01939	DICK BLICK COMPANY		Linoleum for print classes SC/Fa	535.65
P14-01940	DICK BLICK COMPANY		SC Emeritus pastel roll	152.36
P14-01941	ART SUPPLY WAREHOUSE		SC graphics tempura/lino	323.29
P14-01942	ORANGE COUNTY REGISTER		Bid ad 309D - RFQ&P for Geotech Pool	1,254.00
P14-01943	PRESIDIO NETWORKED SOLUTIONS		DW Telephony Infrastructure Assessment	55,500.00
P14-01944	DAVID PUFAHL dba NEW VISION CO NSTRUCTION		Repair and move ceiling lights at Campus Police	1,953.11
P14-01945	FINDAWAY WORLD		SC Library dvd case	104.14
P14-01946	SCANTRON CORPORATION		Scantrons IVC	385.78
P14-01947	MOUSER ELECTRONICS INC.		Physics supplies - resistors	227.68
P14-01948	DICK'S SPORTING GOODS		SB S'14 Helmets	602.45
P14-01949	TAKACH PRESS CORP.		Chabonnel, rebiting ground, apron SC FA	164.72
P14-01950	DANIEL SMITH, INC.		Supplies for SC Art classes - acid and brayer	102.21
P14-01951	AMERICAN ASSOCIATION OF COMMUN ITY COLLEGES		2014 AACC membership dues	15,047.00
P14-01952	R. M. SYSTEMS, INC.		Campus-wide fire/life safety monitoring - 4 mos	220.00
P14-01953	IRVINE VALLEY COLLEGE BOOKSTOR E		CARE bookstore billing 2013-2014	5,000.00
P14-01954	LAGUNA GRAPHIC ARTS, INC.		Presentation printing	500.00
P14-01955	COX COMMUNICATIONS, INC.		Intercampus WAN service	50,544.00
P14-01956	LIQUID AMBER DESIGNS, INC.		Cabinet work / Veterans Center	7,252.09
P14-01957	MOUNTAIN MEASUREMENT, INC. NCL EX PROGRAM REPORTS		NCLEX Reports subscription	375.00
P14-01958	ALLEN DISPLAY		Sign holders for SC Music faculty offices	92.00
P14-01959	WOODBRIIDGE HIGH SCHOOL		Ad in WHS boys basketball program	225.00
P14-01960	SMART LEVELS MEDIA		FKCE newsletter printing	2,754.00

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Includes P14-01519 - P14-01966

PO Number	Vendor Name	Loc	Description	Account Amount
P14-01961	LIVESCRIBE		Supplies for Livescribe smartpen IVC DSPA	521.78
P14-01962	EXTREME LOGO RUGS, INC.		Purchase mats Ref. Desk. IVC	1,025.14
P14-01963	CCCMVCA % TOM PESTOLESI, TREAS URER		CCCMVCA membership/M. Volleyball coaches	150.00
P14-01964	SO CA REGIONAL TRANSIT TRAININ G CONSORTIUM		Membership	500.00
P14-01965	COMPUTERLAND OF SILICON VALLE Y		2 Win Svr Std 2012 licenses	364.00
P14-01966	WELLS FARGO #3317		Execution: Getting Things Done book/ District	27.86
Total Number of POs			446	Total 5,552,151.34

Fund Summary

Fund	Description	PO Count	Amount
01	General Fund	413	1,194,593.11
12	Child Development Fund	1	69.00
40	Capital Outlay Fund	31	4,353,995.43
68	Self-Insurance Fund	1	3,493.80
Total			5,552,151.34

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Includes 09/04/2013 - 10/08/2013

Requisition Number	Vendor Name	Description	Requisition Total
RQ14-01913	PHUONG T. VU	CASFAA 2013 Training	1,245.80
RQ14-01923	ANDREA MC GINLEY	CASFAA 2013 Training	1,267.80
RQ14-01940	HOANG-QUYEN DANG	CASFAA 2013 Training	1,245.80
RQ14-01943	JAVIER WILLIAMS	CASFAA 2013 Training	1,317.80
RQ14-01945	KIM REZVANI	CASFAA 2013 Training	1,245.80
RQ14-01999	LIANNA ZHAO	travel for Dean Zhao	135.00
RQ14-02018	WELLS FARGO #1598	NCMPR Medallion Awards Entries	420.00
RQ14-02028	PENNY SKAFF	Penny Skaff-Student Success Summitt	561.33
RQ14-02037	DEBRA L. FITZSIMONS	ACBO 2013 Fall Conference	985.00
RQ14-02043	ROSIE AGUILAR	Travel registration and reimbursement	1,200.00
RQ14-02060	KIM MC CORD	2013 ACBO Fall conference	1,160.66
RQ14-02084	GINA SHAFFER	Reimburse G. Shaffer for literary entry fees	135.00
RQ14-02092	WELLS FARGO #1606	Registration, Brandman College Chanc. Breakfast	25.00
RQ14-02093	SADDLEBACK COLLEGE	Prep for Readiness Program	2,832.00
RQ14-02099	DENISE AVILES	Travel registration and reimbursement	1,200.00
RQ14-02105	BAKER & TAYLOR	Library CD per Jenny Langrell	8.25
RQ14-02122	S & B FOODS	Financial Aid Outreach Fall 2013	1,036.80
RQ14-02131	SANTOS GARCIA	conference	202.00
RQ14-02136	DAVID BUGAY	Conference for David Bugay	66.95
RQ14-02164	STEVE WEIBEL	conference	202.00
RQ14-02166	DIV. OF THE STATE ARCHITECT STATE OF CALIFORNIA	DSA Alt to 1 classroom 04-109129	19.60
RQ14-02172	MARK MINKLER	CC Track Conference: Mark Minkler	90.40
RQ14-02175	RANDY HEUSER C/O RACHEL MANDERS, GRANTS	Meeting of the Minds Conference	1,446.56
RQ14-02177	MARK MINKLER	2013 CSU CCCC: Mark Minkler	150.82
RQ14-02180	BRITTANY RAMCHANDANI	Mileage Reimbursement for B. Ramchandani	25.65
RQ14-02182	DIV. OF THE STATE ARCHITECT STATE OF CALIFORNIA	DSA Alterations at IVC	147.00
RQ14-02183	JOHN RICHARDS	Certification for TAS Native Garden	119.00
RQ14-02184	RICHARD WHITE	Reimburse-Klin Elements	49.01
RQ14-02188	BAKER & TAYLOR	Library books per Jenny Langrell.	173.44
RQ14-02191	THE EMBROIDERY STORE	women's golf embroidery	284.53
RQ14-02195	TEDDI LORCH	Travel registration and reimbursement	1,200.00
RQ14-02196	JIM GASTON	Reimburse Jim Gaston - AirServer app	23.98
RQ14-02200	JAMES LAURIE	Travel registration and reimbursement	950.00
RQ14-02216	KATHLEEN WERLE	2013 Strengthening Student Success Conf.	2,000.00
RQ14-02217	JAMES REPKA	Reimbursement for lantern replacement	92.86
RQ14-02219	COMPUTER CO-OP	Photo Printer Repair Estimate	98.00
RQ14-02222	MATCO TOOLS MARK JACOBSON	rethread kit	161.00
RQ14-02223	MARK SIERAKOWSKI	reimburse for purchase of items for CMT230	43.11
RQ14-02224	LORI PARRA	CCCEOPSA Conference	817.94
RQ14-02227	REQUISITION CANCELED	Fund Raiser- UCI Women's Volleyball	100.00
RQ14-02238	HANSON, MARIA	Maria H. CCCEOPSA Conference	817.94
RQ14-02239	ARLENE THOMAS	Reimbursement to Faculty	172.35
RQ14-02241	ACCUITY	ACH participant directory	341.00
RQ14-02243	JAN FRITSEN	Printing Ventura Workpacket - Royalties	100.00
RQ14-02248	KIM MC CORD	Travel reimbursement	403.80

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Listing

Includes 09/04/2013 - 10/08/2013

Requisition Number	Vendor Name	Description	Requisition Total
RQ14-02252	SANDRA KUDZA	Scholarship for Nursing Student	497.93
RQ14-02257	WILLIAM DAVIS	Reimbursement For Bill Davis to Attend Conf	2,003.17
RQ14-02261	KEITH PRINZING	Reimb.For Keith Prinzing to Attend Conference	1,709.80
RQ14-02267	JENNIFER MC CUE	NCMPR Award Submissions	245.00
RQ14-02272	KATHLEEN WERLE	CCCC 2013 Fall Conf. - San Diego 10/30 - 11/1	875.00
RQ14-02279	KARIMA FELDTHUS	Travel for Dean Karima Feldthus	89.99
RQ14-02281	ANTHONY MACIEL	Reimbursement to Anthony Maciel	179.19
RQ14-02282	KATE ALDER	CCCAOE conference attendance for KAlder	925.00
RQ14-02284	GLENN ROQUEMORE	Registration, OCIMA Mixer & Dinner Meeting	46.00
RQ14-02285	ORANGE COUNTY BUSINESS COUNCIL	OCBC WD Conference	950.00
RQ14-02287	VINCE POLIZZI	Reimbursement	493.31
RQ14-02294	AMARA AGUILAR	Stipend for Amara Aguilar	2,500.00
RQ14-02297	DAVID SCHIERMEYER	Conference Expenses - DBIA Cert. Boot Camp	2,500.00
RQ14-02308	CAROL HILTON	Carol Hilton to attend 2013 Fall ACBO Conference	1,077.84
RQ14-02309	BRANDYE D'LENA	Travel Expenses for Brandye D'Lena/CCFC Conf	765.00
RQ14-02312	DR. CRAIG JUSTICE	C. Justice to CCCCIO brd mtg 09/18 - 09/19/13	800.90
RQ14-02313	REFRIGERATION UNLIMITED, INC	Repair to Cafeteria Walk-In Cooler	671.26
RQ14-02315	AMARA AGUILAR	New equipment from Perkins grant	348.70
RQ14-02316	DR. CRAIG JUSTICE	CCCCIO 2013 Fall Conference for Craig Justice	1,110.00
RQ14-02319	ROBERT RICKERSON	Reimbursement: 3 Transitions Reception	800.62
RQ14-02331	LARRY RADDEN	Reimburse-PSCFA Conf	530.39
RQ14-02332	LISA INLOW	Food items purchased for FN 241 class	150.94
RQ14-02333	BERTRAND'S MUSIC	Instrument repairs	481.58
RQ14-02334	DAVID D. GATEWOOD	CCCAOE Palm Springs 2013	975.00
RQ14-02335	JOHN RICHARDS	Supplies For Ecology Labs	65.14
RQ14-02337	JAMES BETTENCOURT	Employee enrollment fee reimbursement	138.00
RQ14-02341	ESMOREIT KOETSIER	Sculpture repair	3,876.12
RQ14-02346	DAISY DERN	Theatre song royalty	200.00
RQ14-02351	ROBERT CHABOYA	Reimbursement for supplies purchase	100.28
RQ14-02352	DIANE OAKS	Supplies reimbursement to Diane Oaks	104.84
RQ14-02366	VIRGINIA WONG	PERKINS 13/14: TOPS 0701 - WORKSHOP - 9/27/13	700.00
RQ14-02367	WELLS FARGO #4198	VPI Dean's Retreat	367.20
RQ14-02369	WELLS FARGO #4198	To purchase movie requested by Robert Farnsworth	26.99
RQ14-02372	DEBRA L. FITZSIMONS	1 yr Norton 360 & Virus Removal	88.98
RQ14-02383	DENICE INCIONG	RP Group Meeting and Student Success Conference	700.00
RQ14-02394	TIMOTHY JEMAL	Conference for Timothy Jemal	1,800.00
RQ14-02403	WELLS FARGO #4198	Plexiglass-Vendor: Paragon Plastics	90.72
RQ14-02404	LAGUNA WOODS VILLAGE POTTERS	Art Supplies for Fall 2013 Art Classes at LWV	4,410.00
RQ14-02405	RAJBIR SINGH	Employee enrollment fee reimbursement	138.00
RQ14-02410	PACIFIC TYPEWRITER & COMM.	Repair of IBM selectric II & III typewriters	111.10
RQ14-02412	JUAN AVALOS	CSSO Region 8 Conference	140.00
RQ14-02413	WELLS FARGO #4198	Storage shed for Outreach	700.84
RQ14-02418	GLENN ROQUEMORE	Travel for Glenn Roquemore	2,177.00
RQ14-02420	ANNE LAWSON	Magic in Teaching Conference	350.00
RQ14-02421	BAKER & TAYLOR	Library books per Jenny Langrell.	154.16

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Includes 09/04/2013 - 10/08/2013

Requisition Number	Vendor Name	Description	Requisition Total
RQ14-02423	MORVARID VAHDATIASL	Scholarship for Nursing Student	226.71
RQ14-02425	WRIGHT, JIM	Conference for Jim Wright	32.00
RQ14-02429	SOPHIE MILLER	Management Book	99.00
RQ14-02432	S & B FOODS	TPP Advisory Committee Meeting	211.68
RQ14-02434	GREEN TECHNOLOGY	Conference for John Ozurovich	415.00
RQ14-02439	KAREN KELLEY	Reimbursement for aquarium supplies for Bio 20	20.46
RQ14-02443	THOMAS L. SMITH	reimburse for purchase of adapter for MFG	64.79
RQ14-02451	BARBARA BLANCHARD, Ed.D. ACTING DEAN OF INSTRUCTION	CCCAOE Palm Springs 2013	975.00
RQ14-02452	HEIDI M. OCHOA	ConfReimb-PSCFA Coaches Conference	55.00
RQ14-02453	LUCAS OCHOA	ConfReimb-PSCFA Coaches Conference	346.75
RQ14-02454	SHAWN O'ROURKE C/O FAMT DIVISION	ConfReimb-PSCFA Coaches Conference	570.00
RQ14-02455	KIMBERLY STANKOVICH	ConfReimb-PSCFA Coaches Conference	97.87
RQ14-02457	BARBARA COX	Books for PERKINS Business Department Project	500.00
RQ14-02458	KAREN TAYLOR	ConfReimb-Printing Industries-America Teachers Conf	635.00
RQ14-02461	TOD A. BURNETT	CASE Conference - October 2-4, 2013	1,726.46
RQ14-02462	MARYAM AFSHARI	ConfReimb-UC Counselor Conference	40.00
RQ14-02463	LINDA GLEASON	ConfReimb-NLN Education Summit 2013	1,000.00
RQ14-02464	DIANE PESTOLESI	ConfReimb-NLN Education Summit 2013	1,000.00
RQ14-02467	KRIS JONES	ConfReimb-Assoc of Pacific Coast Geographers	500.00
RQ14-02468	JENNIFER FOROUZESH	ConfReimb-Premier Women's Healthcare Conference	1,000.00
RQ14-02470	PATRICIA MC GINLEY C/O HSHS DIVISION	ConfReimb-Premier Women's Healthcare Conference	1,000.00
RQ14-02472	CYNTHIA MARSHALL C/O ATAS DIVISION	ConfReimb-American Assoc.Diabetes Educators	500.00
RQ14-02476	MONICA FRIEDRICH	ConfReimb-American Society for Microbiology Annual	240.00
RQ14-02477	PENNY SKAFF	ConfReimb-Strengthening Student Success	1,000.00
RQ14-02479	BRETT MYHREN	ConfReimb-Western Literature Association	880.00
RQ14-02481	WELLS FARGO #4198	Fume hood part replmt in SM lab, Norman S. Wright	637.20
RQ14-02482	WELLS FARGO #4198	Part to repair restroom stalls	400.00
RQ14-02486	JULIE NACE	National Registry consultant	300.00
RQ14-02487	ORANGE COUNTY BUSINESS COUNCIL	Table for Workforce Development Conf. 10/3/13	950.00
RQ14-02490	GLENN ROQUEMORE	Travel for Glenn Roquemore, AACC Annual Convention	3,000.00
RQ14-02492	THOMAS L. SMITH	reimburse for purchase of KVMP switch for TAS219	280.79
RQ14-02493	AVENTURA SAILING ASSOC.	Equipment Repair for MST Class	438.00
RQ14-02497	KAY RYALS	Travel and Conference	2,554.00
RQ14-02498	SHOLEH ALIZADEH	Reimbursement for Sholeh Alizadeh	100.00
RQ14-02501	IGNACIO MORALES SERVICES	Repair of Labconco Glassware Washer	356.28
RQ14-02504	SCOTT KIM	Instructor purchases for FN 226 Culinary class.	44.73
RQ14-02508	S & B FOODS	Strategic Planning Workshop	807.30
RQ14-02511	S & B FOODS	Food for State of the College Breakfast	913.41
RQ14-02513	NCMPR DISTRICT 6 CONF. ATTN: BECKY OLSON	Webinar-Crisis Communication across multi campuses	150.00

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Includes 09/04/2013 - 10/08/2013

Requisition Number	Vendor Name	Description	Requisition Total
RQ14-02514	LAGUNA GRAPHIC ARTS, INC.	District Poster	75.60
RQ14-02515	WELLS FARGO #3317 (DISTRICT)	ERTSC Webinar	50.00
RQ14-02516	DAVID E. ANDERSON, JR.	Reimbursement - David Anderson	729.21
RQ14-02517	KYLE WILD	Anthropology supplies reimburse-Attachment	18.63
RQ14-02526	THOMAS L. SMITH	reimburse for purchase of adapter for TAS219	43.34
RQ14-02528	S & B FOODS	Refreshments for District Meeting	78.68
RQ14-02529	TERESA FLUEGEMAN	CCC - Veterans Summit 2013	195.00
RQ14-02531	WELLS FARGO #3317 (DISTRICT)	Vendor: Survey Monkey	204.00
RQ14-02534	ZAMA SPORTS	women's soccer printing	1,265.76
RQ14-02537	WELLS FARGO #4198	Dry Cleaning, Tablecloths Strategic Png Mtg	180.00
RQ14-02538	JAN DUQUETTE	Expense Reimbursement	32.39
RQ14-02539	JAMES ROGERS	Reimbursement for James Rogers	43.16
RQ14-02541	MARYA SUMMERS C/O LIBERAL ARTS DEPT	ConfReimb-Rocky Mountain Modern Language Assoc	500.00
RQ14-02543	DR. LORI PHELPS	ConfReimb-NAADAC Nat'l Conference	500.00
RQ14-02544	ARDITH LYNCH	ConfReimb-CA Assn Postsecondary Educ & Disability	1,000.00
RQ14-02545	KIM D'ARCY	ConfReimb-CA Assn Postsecondary Educ & Disability	480.00
RQ14-02546	REBECCA KNAPP	ConfReimb-Communication Skills for Women	140.00
RQ14-02547	GEORGINA GUY	ConfReimb-Nat'l Academy of Neuropsychology	1,000.00
RQ14-02551	MARYAM AFSHARI	Reimbursement for Maryam Afshari	500.00
RQ14-02552	ROBERT FARNSWORTH	Hort. 7 Instructional supplies	106.69
RQ14-02553	PRINT FINISHING SOLUTIONS	Service for Bindery Equipment	431.25
RQ14-02556	AMARA AGUILAR	ConfReimb-Online News Association	1,000.00
RQ14-02558	CASEY MOIR	ConfReimb-CA Automotive Teachers	230.00
RQ14-02560	JUANITA BALTIERA	ConfReimb-CCCEOPSA Fall Conference	790.00
RQ14-02561	CAROL BANDER	ConfReimb-CATESOL Annual Conference	1,000.00
RQ14-02562	THERESA P. FITZMAURICE	ConfReimb-CATESOL Annual Conference	360.00
RQ14-02563	LARRY RADDEN	ConfReimb-National Communication Association	1,000.00
RQ14-02564	REPRO XPRESS	Reprographic services	156.35
RQ14-02570	REBECCA GROFF	Reimburse: R. Groff for CC Track: 2013 Conference	40.00
RQ14-02578	MAQUINSAL SEWING MACHINE CO.	Repair several sewing machines.	320.52
RQ14-02580	WELLS FARGO #1606	MistyMate Professional Grade Cool Patio Mister	172.67
RQ14-02581	DR. CRAIG JUSTICE	Deans' Conference College of the Canyons	285.00
RQ14-02603	MISSION VIEJO COUNTRY CLUB	Refreshments for Dist Svcs goal setting	2,064.53
RQ14-02605	DAVID BUGAY	Conference for David Bugay	831.29
RQ14-02606	SYSCO LOS ANGELES	Grocery Purchases for Student Use	1,060.41
RQ14-02609	KATHLEEN WERLE	Mircowave & Toasteroven AGB Break Room	69.76
RQ14-02618	TIMOTHY JEMAL	Conference for Timothy Jemal	32.00
RQ14-02619	YAMAHA GOLF CARS OF CA, INC.	Golf Cart repair/IVC Trainers	495.20
RQ14-02621	ARLEEN ELSEROAD	A. Elseroad SSSP Dir Training Conf. expenses	718.33
RQ14-02627	JACKIE HAN	Workshop registration	205.00
RQ14-02628	CASBO CASBO PROFESSIONAL DEVELOPMENT	Workshop registration	410.00
RQ14-02630	WELLS FARGO #4198	Rags for Theatre: A-1 Rags	68.44
RQ14-02632	JAMES ROGERS	Reimbursement for Jim Rogers	21.59
RQ14-02633	ARLEEN ELSEROAD	A. Elseroad CCC Dean's Retreat Expenses	162.93

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Requisition Number	Vendor Name	Description	Requisition Total
RQ14-02635	ARLEEN ELSEROAD	A. Elseroad 2013 Strengthening Student Success	1,232.76
RQ14-02636	TERESA FLUEGEMAN	Higher Education Govern. Rel. Conf 2013	1,564.00
RQ14-02637	WILLIAM L. KELLY	Workshop for Bill Kelly	679.08
RQ14-02639	PRENDERGAST, T. J.	Conference for T. J. Prendergast	32.00
RQ14-02651	WELLS FARGO #4198	Miscellaneous computer supplies	282.68
RQ14-02653	GLENN ROQUEMORE	Travel for Glenn Roquemore, Modesto Jr. College	1,254.80
RQ14-02656	TEDDI LORCH	2013 ERTSC Conference Registration	184.00
RQ14-02657	ESTER GRAHAM	2013 ERTSC Conference Registration	184.00
RQ14-02664	DOUG BARR	Reimburse Doug Barr for registration fee	40.00
RQ14-02667	MARIANA J. DE SARACHO	Reimbursement of registration fee - UC Conference	40.00
RQ14-02668	STEVE HANDA	Reimbursement of registration fee - UC Conference	40.00
RQ14-02669	JAN VENTURA	Reimbursement of registration fee - UC Conference	40.00
RQ14-02671	SARAH CHANG	Reimbursement of registration fee - UC Conference	40.00
RQ14-02672	MICHAEL ENGELS	Reimbursement of registration fee - UC Conference	40.00
RQ14-02673	SHARON NUSSEMBAUM	Reimbursement of registration fee - UC Conference	40.00
RQ14-02676	KATHLEEN WERLE	VPI Retreat - Refreshments	88.00
RQ14-02678	WELLS FARGO #1598	Young Professionals Leadership Summit	1,000.00
RQ14-02685	SCOTT FREDRICKSON	Global Consortium of Entrepreneurship Conference	1,964.89
RQ14-02693	CHRISTOPHER WILKINSON	holster	67.07
RQ14-02702	BARBARA COX	NACCE 2013 Conference	2,312.70
RQ14-02721	ZAMA SPORTS	women's soccer practice shirts	450.36
RQ14-02723	INTERSTATE ALL BATTERY CENTER	Battery for IVC Whse Flatbed Truck	130.18
RQ14-02725	WELLS FARGO #1606	Speaker for PAC Green Room	120.00
RQ14-02727	CA SCHOOL EMPLOYEES ASSN	CSEA President conference attendance	1,346.41
RQ14-02743	WELLS FARGO #1598	Qlab Software Update	463.32
RQ14-02750	ESTER GRAHAM	2013 Education Law Conference	79.00
RQ14-02751	TEDDI LORCH	2013 Education Law Conference	79.00
RQ14-02764	WELLS FARGO #3317 (DISTRICT)	Courier Telephone	15.20
RQ14-02767	RANDY W. PEEBLES	CONFERENCE	150.00
RQ14-02768	DR. CRAIG JUSTICE	CCCAO Fall 2013 Conference for Craig Justice	1,150.00
RQ14-02770	ELLEN NIALIS	Unemployment Insurance Seminar	75.00
RQ14-02771	SOKHA SONG	Unemployment Insurance Seminar	75.00
RQ14-02773	WELLS FARGO #1598	To obtain fresh produce for a Bio 2 lab exercise	15.00
RQ14-02776	DONNA RANE-SZOSTAK	Reimbursement for HSHS supplies	60.46
RQ14-02777	LA NELL PEEBLES	Reimbursement for postage	19.95
RQ14-02778	DR. ROBERT BRAMUCCI	EDUCAUSE Summit - Washington, DC	1,645.00
RQ14-02779	WELLS FARGO #4198	Prop for Performing Arts--Tara Manufacturing	856.00
RQ14-02780	BEVERLY JOHNSON	Conference for Beverly Johnson	274.00
RQ14-02783	S & B FOODS	Writing Expectations Refreshments	406.08
RQ14-02785	MADELYN JOHNSTON-PLESCIA	Flowers for the Annual State of College Mtg	150.00
RQ14-02787	CREATIONS BY MADELYN		
RQ14-02787	WELLS FARGO #4198	Sweeper vac per Jenny Langrell	35.39

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

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Includes 09/04/2013 - 10/08/2013

Requisition Number	Vendor Name	Description	Requisition Total
RQ14-02795	PACIFIC COLOR PRINTING	Lego League Postcards	352.08
RQ14-02796	S & B FOODS	CTE Stem workshop	300.00
RQ14-02802	DR. LINDA FONTANILLA	Postage	6.11
RQ14-02806	WELLS FARGO #1598	VMware Fusion 6 Professional	140.39
RQ14-02812	JENNIFER FOROUZESH	Reimbursement for COADN Conference	956.28
RQ14-02814	TODD ROBINSON	Handrail & Fabrication of acid wast probe lid	3,843.00
RQ14-02817	DOUG BARR	Reimbursement of registration fee - CSU Conference	65.00
RQ14-02821	NANCY PADBERG	Conference for Nancy Padberg	40.00
RQ14-02824	ELIZABETH CIPRES	Reimburse: E.Cipress for CCC Dean's Retreat	25.00
RQ14-02828	MICHAEL ENGELS	Reimbursement of registration fee - CSU Conference	65.00
RQ14-02830	JAN VENTURA	Reimbursement of registration fee - CSU Conference	65.00
RQ14-02834	DR. LINDA FONTANILLA	CSSO Region Conference	40.00
RQ14-02837	PENNY SKAFF	Reimbursement for Penny Skaff	105.00
RQ14-02842	WELLS FARGO #1598	KeyPad for golf cart	307.81
RQ14-02843	ALICE GRIFFIN	Reimbursement:staff development.	55.00
RQ14-02844	CHRISTIAN ALVARADO	Conf Reimbursement-CSSO Region 8 meeting	55.31
RQ14-02854	RANDY W. PEEBLES	CONFERENCE	95.00
RQ14-02855	DR. LINDA FONTANILLA	Veterans Summit Conference	569.80
RQ14-02857	ZINA BORATYNEC	Reimbursement for UC Conf.	40.00
RQ14-02858	LOMA HOPKINS	Reimbursement for CSU & UC Conf.	105.00
RQ14-02859	JUANITA BALTIERA	Reimbursement for CSU & UC Conf.	105.00
RQ14-02860	ORLANTHA NIN	Reimbursement for CSU & UC Conf	105.00
RQ14-02862	JENNIFER RACHMAN	Reimbursement for CSU Conf	65.00
RQ14-02864	JENNIFER GOLDEN	Reimbursement for UC Conf	40.00
RQ14-02865	JORGE GUERRERO	Reimbursement for UC Conf	40.00
RQ14-02866	CAROL LERMAN	Reimbursement for CSU & UC Conf	105.00
RQ14-02867	MIKI MIKOLAJCZAK	Reimbursement for UC Conf	40.00
RQ14-02870	JAYNE KLUNDER	Reimbursement for CSU & UC Conf	105.00
RQ14-02874	KOLIN WILLIAMS	Reimbursement for UC Conf	40.00
RQ14-02875	GEORGINA GUY	Reimbursement for CSU & UC Conf	105.00
RQ14-02878	SARA NIEVES-LUCAS	Reimbursement for UC Conf	40.00
RQ14-02881	S & B FOODS	Food for Annual K-12 Partnership Breakfast	698.49
RQ14-02883	BARBARA CAREY	Dye for Student use for FASH 31	109.89
RQ14-02885	WELLS FARGO #1598	Registration,OCIMA Mixer & Dinner Meeting	42.00
RQ14-02887	GLENN ROQUEMORE	Registration for ACE Conference	1,000.00
RQ14-02889	BARBARA CAREY	For student use for FASH 31 Textiles Class	52.47
RQ14-02904	BAKER & TAYLOR	Library books per Jenny Langrell	242.04
RQ14-02911	WELLS FARGO #3317 (DISTRICT)	Software user guides	42.34
RQ14-02913	BLAKE STEPHENS	Reimburse for purchase of items for studio class	323.71
RQ14-02923	CLAIRE TRACEY	Conf Reimbursement-CCCSFAAA Training - CHAFFEY	127.77
RQ14-02925	BRUCE GILMAN	Reimbursement-CCCCO Student Success Conference	540.00
RQ14-02929	CHRISTOPHER WILKINSON	conference SC Police	579.85
RQ14-02940	S & B FOODS	Food for Annual High School Conference 11/6/13	859.68
RQ14-02945	WELLS FARGO #1598	To obtain fresh produce for a Blo 2 lab exercise	45.00

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

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Includes 09/04/2013 - 10/08/2013

Requisition Number	Vendor Name	Description	Requisition Total
RQ14-02953	WELLS FARGO #4198	Purchasing Bulletin Board	353.99
RQ14-02958	PATRICIA BECKMAN IRVINE VALLEY COLLEGE	Reimbursement	91.78
RQ14-02959	JOSEPH GERGES	Reimbursement	31.46
RQ14-02961	BELL'S INDUSTRIAL SERVICE	Laudry Equipjment Repair	439.42
RQ14-02968	DENICE INCIONG	Reimbursement - goals & objectives workshop	35.97
RQ14-02979	GLENN ROQUEMORE	Travel for Glenn Roquemore, Pmt non-refund Air	454.80
		Total	264
			139,434.90

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Fund Summary			
Fund	Description	Requisition Count	Amount
01	General Fund	255	130,546.28
12	Child Development Fund	1	172.67
40	Capital Outlay Fund	8	8,715.95
Total		264	<u>139,434.90</u>

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

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TO: Board of Trustees
FROM: Gary L. Poertner, Chancellor
RE: SOCCCD: Payment of Bills
ACTION: Approval

BACKGROUND

In accordance with the provisions of Article 4 of Chapter 8 of the California Education Code, Sections 85230-36, inclusive, vendor check listings are submitted at each meeting for the approval of the Board of Trustees.

STATUS

Checks No. 172868 through 174041 processed through the Orange County Department of Education, totaling \$6,363,078.21; and Checks No. 010792 through 010824, processed through Saddleback College Community Education, totaling \$176,681.50; and Checks No. 009166 through 009180, processed through Irvine Valley College Community Education, totaling \$43,836.05 are submitted for the approval of the Board of Trustees.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the payment of bills as listed in EXHIBIT A.

Checks Dated 09/04/2013 through 10/08/2013

Check Number	Check Date	Pay to the Order of	Check Amount
172868	09/04/2013	CHEVRON AND TEXACO BUSINESS CARD SERVICES	54.46
172869	09/04/2013	COLLEGE OF THE CANYONS	140.00
172870	09/04/2013	DAYS INN MORRO BAY	883.68
172871	09/04/2013	GOLDEN WEST COLLEGE	150.00
172872	09/04/2013	MT. SAC CROSS COUNTRY INVITATIONAL	100.00
172873	09/04/2013	NSSA	1,250.00
172874	09/04/2013	AT & T	72.09
172875	09/04/2013	AT & T	417.68
172876	09/04/2013	AT & T	72.41
172877	09/04/2013	AT & T	72.43
172878	09/04/2013	AT & T	72.41
172879	09/04/2013	ADVANCE BEAUTY COLLEGE, INC.	31,936.50
172880	09/04/2013	AVALON TENT & PARTY	196.56
172881	09/04/2013	CCCLGCA ATTN: DAVE NEER	150.00
172882	09/04/2013	CCCWBCA MATT BORCHERT, TREASURER	200.00
172883	09/04/2013	PAYAM-E-ASHENA	250.00
172884	09/04/2013	POLISHED IMAGE	70.20
172885	09/04/2013	PROAIR CONSTRUCTION SVCS. INC.	4,900.00
172886	09/04/2013	PROSHRED OF ORANGE COUNTY	888.00
172887	09/04/2013	RICOH AMERICAS CORP	74.55
172888	09/04/2013	CYNTHIA ROE	200.00
172889	09/04/2013	SCANTRON CORPORATION	276.73
172890	09/04/2013	THE SCIENCE SOURCE	148.50
Unpaid Sales Tax			10.80
Expensed Amount			159.30
172891	09/04/2013	SEHI PROCOMP COMPUTER PRODUCTS	1,251.16
172892	09/04/2013	SIEMENS WATER TECHNOLOGIES LLC	171.54
172893	09/04/2013	SIMS-ORANGE WELDING SUPPLY	304.88
172894	09/04/2013	SOUTHERN CALIFORNIA EDISON CO.	77,999.24
172895	09/04/2013	DEPT OF IND RELATIONS - ACCTG DOSH ELEVATOR PERMITS	2,025.00
172896	09/04/2013	SUNNY COMMUNICATIONS, INC.	368.00
Unpaid Sales Tax			28.00
Expensed Amount			396.00
172897	09/04/2013	TROXELL COMMUNICATIONS, INC.	2,073.60
172898	09/04/2013	UNISOURCE WORLDWIDE INC.	412.21
172899	09/04/2013	UNITED FABRICARE SUPPLY, INC.	119.77
172900	09/04/2013	VENTEK INTERNATIONAL	55.15
172901	09/04/2013	WATERBOY SPORTS, INC.	92.50
172902	09/04/2013	WAXIE	160.02
172903	09/04/2013	XEROX CORPORATION	8.63
172904	09/04/2013	G & K SERVICES	296.28
172905	09/04/2013	MINDIA GABICHVADZE	2,833.32
172906	09/04/2013	GALE SUPPLY COMPANY	3,699.00
172907	09/04/2013	HOSPITAL ASSOCIATES	208.15
172908	09/04/2013	GOENGINEER, INC.	3,120.00
172909	09/04/2013	GOLDEN RAIN FOUNDATION	2,408.00
172910	09/04/2013	W. W. GRAINGER	84.90
172911	09/04/2013	GRANICUS, INC.	1,773.50

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

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Checks Dated 09/04/2013 through 10/08/2013

Check Number	Check Date	Pay to the Order of	Check Amount
172912	09/04/2013	GREEN THUMB INTERNATIONAL	143.18
172913	09/04/2013	HAIR CALIFORNIA BEAUTY ACADEMY	34,553.25
172914	09/04/2013	HARDY DIAGNOSTICS	1,723.77
172915	09/04/2013	HERCULES PORTABLE POWER, INC.	1,466.00
172916	09/04/2013	HIGHER ONE INC.	116.40
172917	09/04/2013	HIRSCH PIPE & SUPPLY	321.28
172918	09/04/2013	HORIZON	3,013.20
172919	09/04/2013	HUMANSIZE	599.00
172920	09/04/2013	AMY HUNTER	984.95
172921	09/04/2013	INGARDIA BROTHERS PRODUCE, INC.	341.96
172922	09/04/2013	INSTYLE	20.00
172923	09/04/2013	INTERLIGHT INT'L LIGHTING CORP	82.57
172924	09/04/2013	IRVINE PIPE & SUPPLY	379.32
172925	09/04/2013	IRVINE RANCH WATER DIST.	11,939.87
172926	09/04/2013	IRVINE RANCH WATER DIST. ATEP	309.32
172927	09/04/2013	IRVINE VALLEY COLLEGE COMMUNITY EDUCATION	632.00
172928	09/04/2013	MICHELLE JACKSON	80.95
172929	09/04/2013	DR. CRAIG JUSTICE	154.00
172930	09/04/2013	PIPS C/O KEENAN & ASSOCIATES	147,604.75
172931	09/04/2013	KELLY PAPER	18.67
172932	09/04/2013	KEN'S SPORTING GOODS	2,965.80
172933	09/04/2013	KRATOS HBE	620.15
172934	09/04/2013	SHARON LANDIS	480.00
172935	09/04/2013	DIANE LEWIS	204.71
172936	09/04/2013	LEXI-COMP CHICAGO LOCKBOX 62456	2,175.00
172937	09/04/2013	LIFETIME MEMORY PRODUCTS, INC.	621.00
172938	09/04/2013	LOOMIS, FARGO & COMPANY	656.01
172939	09/04/2013	MAIN GRAPHICS	34.56
172940	09/04/2013	BRUCE RADLOFF MEDICAL DISCOUNT	2,260.50
172941	09/04/2013	MILCHIKER, MARCIA	39.99
172942	09/04/2013	MILLENNIUM BUSINESS SERVICES Marty Cohn	426.60
172943	09/04/2013	MONOPRICE, INC.	66.90
172944	09/04/2013	NEUDESIC, LLC	2,669.50
172945	09/04/2013	SCANTRON CORPORATION	8,412.00
172946	09/04/2013	NORMAN A TRAUB NORMAN A. TRAUB ASSOCIATES	10,106.93 *
Reissued on 09/06/2013, Cancel Register # AP09062013			
172947	09/05/2013	VOLLEYHUT	370.00
		Unpaid Sales Tax	29.60
		Expensed Amount	399.60
172948	09/05/2013	PRESTO SPORTS, INC	3,000.00
172949	09/05/2013	ROTH CARNEY APC	4,860.00
172950	09/05/2013	AMY SUPINGER dba SUPINGER STRATEGIES	5,350.00
172951	09/05/2013	VICENTI, LLOYD & STUTZMAN LLP	5,255.00
172952	09/05/2013	RPM CONSULTANT GROUP	3,172.92
172953	09/05/2013	SAFEWAY, INC.	89.76
172954	09/05/2013	SMART & FINAL	563.71
172955	09/05/2013	SAFEWAY, INC.	290.72
172956	09/05/2013	AT & T MOBILITY	50.84

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Checks Dated 09/04/2013 through 10/08/2013

Check Number	Check Date	Pay to the Order of	Check Amount
172957	09/05/2013	AT & T MOBILITY	14.74
172958	09/05/2013	ACBO ASSOCIATION OF CHIEF	285.00
172959	09/05/2013	BOARD OF GOVERNORS CALIFORNIA COMMUNITY COLLEGES	75.00
172960	09/05/2013	DOUBLETREE BY HILTON HOTEL	136.37
172961	09/05/2013	EMBASSY SUITES HOTEL MANDALAY BEACH RESORT	565.66
172962	09/05/2013	FRED PRYOR SEMINARS & CAREERTRACK	79.00
172963	09/05/2013	RIVERSIDE COUNTY SHERIFF'S DEPARTMENT	154.00
172964	09/05/2013	RIVERSIDE COUNTY SHERIFF'S DEPARTMENT	154.00
172965	09/05/2013	WELLS FARGO #3317	3,868.30
Unpaid Sales Tax			85.88
Expensed Amount			3,954.18
172966	09/05/2013	WELLS FARGO #3317	501.67
172967	09/05/2013	KATE ALDER	95.22
172968	09/05/2013	MARY ANSTADT	25.43
172969	09/05/2013	LIDS TEAM SPORTS	1,300.22
172970	09/05/2013	LUCY BROWN	14.34
172971	09/05/2013	ANN BUCKLEY	22.88
172972	09/05/2013	MARTHA CERVANTES	45.09
172973	09/05/2013	JOHN DEERE LANDSCAPES, INC.	4,343.06
172974	09/05/2013	SARA FRAZIER	15.26
172975	09/05/2013	GRACE GARCIA	21.64
172976	09/05/2013	RUBEN GUZMAN	213.57
172977	09/05/2013	HILLYARD FLOOR CARE SUPPLY HILLYARD/LOS ANGELES	1,535.15
172978	09/05/2013	HOME DEPOT CREDIT SERVICES	89.96
172979	09/05/2013	LESLIE HUMPHREY	123.49
172980	09/05/2013	TIMOTHY JEMAL	39.43
172981	09/05/2013	DAVIT S. KHACHATRYAN,	131.08
172982	09/05/2013	DAVID B. LANG	16.93
172983	09/05/2013	SHARON LOUIE	8.63
172984	09/05/2013	LORI MANGELS	122.04
172985	09/05/2013	ANITA MC DONALD	15.26
172986	09/05/2013	MC KESSON MEDICAL SURGICAL	946.34
172987	09/05/2013	ANNA MINNIECE	12.50
172988	09/05/2013	NUUN NATURAL HYDRATION	197.19
Unpaid Sales Tax			14.98
Expensed Amount			212.17
172989	09/05/2013	OC Treasurer-Tax Collector	941.00
172990	09/05/2013	OC DEPT OF EDUCATION KRISTIN LANGE	3,700.00
172991	09/05/2013	COUNTY OF ORANGE ORANGE COUNTY HEALTH CARE AGCY	277.00
172992	09/05/2013	NANCY PADBERG	57.09
172993	09/05/2013	LA NELL PEEBLES	15.26
172994	09/05/2013	PRENDERGAST, T. J.	19.61
172995	09/05/2013	DAVID PUFAHL dba NEW VISION CONSTRUCTION	11,833.24
172996	09/05/2013	TAMERA RICE	114.11
172997	09/05/2013	DAVID ROBINSON	75.45

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Checks Dated 09/04/2013 through 10/08/2013

Check Number	Check Date	Pay to the Order of	Check Amount
172998	09/05/2013	SOKHA SONG	99.16
172999	09/05/2013	MATT SUAREZ	92.47
173000	09/05/2013	ERIK JENSEN WIRED PLANET	225.00
173001	09/05/2013	WRIGHT, JIM	155.33
173002	09/05/2013	BRUCE HAGAN	30.51
173003	09/05/2013	3C4A C/O EVANS RODERICK	125.00
173004	09/05/2013	AIRGAS USA, LLC	298.70
173005	09/05/2013	AK ELECTRICAL SERVICES	4,460.00
173006	09/05/2013	ALLIEDBARTON SECURITY SERVICES	2,926.88
173007	09/05/2013	AMERICAN CHEMICAL & SANITARY SUPPLY	187.75
173008	09/05/2013	ASICS	2,699.21
173009	09/05/2013	AVENTURA SAILING ASSOC.	2,004.88
173010	09/05/2013	ADVANTA ENERGY C/O AVIVA ENERGY CORP	1,400.00
173011	09/05/2013	BERG WHOLESALE	256.87
173012	09/05/2013	ADRIENNE BERMAN	58.00
173013	09/05/2013	BEST WINDOW TINTING, INC.	395.00
173014	09/05/2013	BLICK ART MATERIALS	223.31
173015	09/05/2013	BULBTRONICS	806.01
173016	09/05/2013	BOARD OF GOVERNORS CALIFORNIA COMMUNITY COLLEGES	7,800.00
173018	09/05/2013	CAROLINA BIOLOGICAL SUPPLY	2,048.06
173019	09/05/2013	CDW GOVERNMENT, INC.	1,007.62
173020	09/05/2013	CLARK WIRE & CABLE	1,640.00
		Unpaid Sales Tax	116.00
		Expensed Amount	1,756.00
173021	09/05/2013	COMMERCIAL RESTAURANT SERVICE	237.90
173022	09/05/2013	CR&R INC.	983.88
173023	09/05/2013	CR&R	92.00
173024	09/05/2013	CROWN FENCE	2,409.00
173025	09/05/2013	CULLIGAN	109.35
173026	09/05/2013	DANA POINT FUEL DOCK	66.17
173027	09/05/2013	DENOYER-GEPPERT SCIENCE CO.	894.69
		Unpaid Sales Tax	71.57
		Expensed Amount	966.26
173028	09/05/2013	EASTBAY TEAM SPORTS DEPT #5374	7,329.67
173029	09/05/2013	EBERHARD EQUIPMENT	1,625.19
173030	09/05/2013	ARNETTE EDWARDS	360.00
173031	09/05/2013	ELECTRONIX EXPRESS	165.00
		Unpaid Sales Tax	12.24
		Expensed Amount	177.24
173032	09/05/2013	EMBLEM ENTERPRISES	406.52
173033	09/05/2013	EUREKA CAREER INFO. SYSTEMS	2,133.00
173034	09/05/2013	EWING IRRIGATION PRODUCTS	650.11
173035	09/05/2013	FACILITY SERVICES PARTNERS	16,960.80
173036	09/05/2013	FEDERAL EXPRESS	212.53
173037	09/05/2013	JENAPHER FINK	140.80
173038	09/05/2013	FISHER SCIENTIFIC	2,902.65
173039	09/05/2013	FITNESS WHOLESALE, INC.	10.53

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Checks Dated 09/04/2013 through 10/08/2013

Check Number	Check Date	Pay to the Order of	Check Amount
173040	09/05/2013	FONTIS SOLUTIONS div of IMAGE DISTRIBUTION SERV	353.18
173041	09/05/2013	BECKY FOREMAN	1,250.00
173042	09/05/2013	FRED MILLS TRAINING SOLUTIONS	100.00
173043	09/05/2013	FREEWAY AUTO SUPPLY	154.22
173044	09/05/2013	FRY'S ELECTRONICS	1,641.34
173045	09/05/2013	DAYLE McINTOSH CENTER FOR THE DISABLED	384.00
173046	09/05/2013	ALLSTEEL, INC.	11,838.22
173047	09/05/2013	ANTIMITE TERMITE & PEST CONTROL	1,982.00
173048	09/05/2013	THE EMBROIDERY STORE	110.54
173049	09/05/2013	WELLS FARGO #1606	3,655.63
173050	09/05/2013	WELLS FARGO #1606	880.00
173051	09/06/2013	APPLE COMPUTER INC.	1,931.28
173052	09/06/2013	CITY OF TUSTIN ATTN: ACCOUNTS RECEIVABLE	550.00
173053	09/06/2013	THE HILLS HOTEL	1,834.48
173054	09/06/2013	JOYCE INSPECTION & TESTING	6,720.00
173055	09/06/2013	LIONAKIS	12,542.60
173056	09/06/2013	MC CARTHY BUILDING COMPANIES	38,513.00
173057	09/06/2013	RGP PLANNING & DEVELOPMENT SERVICES	9,316.40
173058	09/06/2013	U.S. DEMOLITION, INC.	3,779.60
173059	09/06/2013	SARA FRAZIER	22.88
173060	09/06/2013	GOODWILL INDUSTRIES OF ORANGE COUNTY	600.00
173061	09/06/2013	PATTY HELTON	15.26
173062	09/06/2013	HOME DEPOT CREDIT SERVICES	3,542.99
173063	09/06/2013	LORI MANGELS	167.81
173064	09/06/2013	MOULTON-NIGUEL WATER DIST.	14,544.80
173065	09/06/2013	ORANGE EMPIRE CONFERENCE JOHN KEEVER, COMMISSIONER	5,000.00
173066	09/06/2013	RICKER, ANDREW	4,571.00
173067	09/06/2013	BRUCE HAGAN	30.51
173068	09/09/2013	ACHRO/EEO ATTN: RUTH CORTEZ	150.00
173069	09/09/2013	AERA ENGINE REBUILDERS ASSN.	436.00
173070	09/09/2013	AIR CLEANING TECHNOLOGY	2,200.00
173071	09/09/2013	AIRGAS USA, LLC	553.50
173072	09/09/2013	AMSTERDAM PRINTING & LITHO	252.45
		Unpaid Sales Tax	14.32
		Expensed Amount	266.77
173073	09/09/2013	CALIFORNIA APPAREL NEWS SUBSCRIPTION DEPT	69.95
173074	09/09/2013	ARROWHEAD DRINKING WATER	43.19
173075	09/09/2013	ADVANCE BEAUTY COLLEGE, INC.	43,674.75
173076	09/09/2013	B & H PHOTO VIDEO REMITTANCE PROCESSING	1,145.00
		Unpaid Sales Tax	91.60
		Expensed Amount	1,236.60
173077	09/09/2013	BILL'S SWEEPING SERVICE, INC.	1,280.00
173078	09/09/2013	BIO-RAD LABORATORIES, INC. LIFE SCIENCE GROUP	606.08
173079	09/09/2013	BON APPETIT	20.00
173080	09/09/2013	AMY BUISKER	317.63
173081	09/09/2013	STATE OF CALIFORNIA/PARKS AND RECREATION	475.00
173082	09/09/2013	THE BANK OF NEW YORK TRUST COMPANY, N.A.	974,473.84

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Checks Dated 09/04/2013 through 10/08/2013

Check Number	Check Date	Pay to the Order of	Check Amount
173083	09/09/2013	CALLAWAY	1,172.72
173084	09/09/2013	CCLC/CCCAA CCCAA	6,750.00
173085	09/09/2013	CCCADA ATTN: RANDY KANOE	100.00
173086	09/09/2013	CDW GOVERNMENT, INC.	450.46
173087	09/09/2013	CLARITY EDUCATIONAL PROD., INCdba CLARITY FILMS	333.60
173088	09/09/2013	COMPENDIUM LIBRARY SERVICES	1,254.75
173089	09/09/2013	COMPUTERLAND	24,530.00
173090	09/09/2013	CONDE NAST PUBLICATIONS	109.00
173091	09/09/2013	CONSUMER REPORTS	26.00
173092	09/09/2013	COOKING LIGHT	24.00
173093	09/09/2013	COSMOPOLITAN	27.97
173094	09/09/2013	AGILE SPORTS TECHNOLOGIES HUDL	200.00
173095	09/09/2013	DELL MARKETING L.P. C/O DELL USA L.P.	291.57
173096	09/09/2013	DWELL	59.90
173097	09/09/2013	EASTBAY TEAM SPORTS DEPT #5374	2,767.04
173098	09/09/2013	EBERHARD EQUIPMENT	479.39
173099	09/09/2013	ELECTRONIX EXPRESS	64.00
		Unpaid Sales Tax	4.72
		Expensed Amount	68.72
173100	09/09/2013	ELLE MAGAZINE	12.00
173101	09/09/2013	ENTERTAINMENT PARTNERS	140.70
173102	09/09/2013	JENAPHER FINK	186.50
173103	09/09/2013	FISHER SCIENTIFIC	423.14
173104	09/09/2013	FREEWAY AUTO SUPPLY	1,102.85
173105	09/09/2013	ADVANCED OFFICE SERVICES IMAGING PLUS	43.18
173106	09/09/2013	MC CALL PATTERNS	142.50
173107	09/09/2013	WILLIAM M. MCNICOL	773.43
173108	09/09/2013	OFFICEMAX CONTRACT INC.	5,942.28
173109	09/09/2013	QUALTRICS, LLC	3,000.00
173110	09/09/2013	DANIEL SMITH, INC.	170.90
		Unpaid Sales Tax	13.67
		Expensed Amount	184.57
173111	09/09/2013	MICHAEL E. WILSON	12,580.00
173112	09/09/2013	DAIRY DEPOT	105.00
173113	09/09/2013	AT&T	12.47
173114	09/09/2013	PARKHOUSE TIRE, INC.	63.46
173115	09/09/2013	PEP BOYS REMITTANCE DEPARTMENT	170.64
173116	09/09/2013	LILIANN PEREZ-STROUD	360.00
173117	09/09/2013	PYRO-COMM SYSTEMS	1,150.00
173118	09/09/2013	REFRIGERATION SUPPLIES DIST.	289.17
173119	09/09/2013	JAMES REPKA	92.86
173120	09/09/2013	JOHN RICHARDS	119.00
173121	09/09/2013	S & B FOODS CATERING DIVISION	122.96
173122	09/09/2013	SCHLAIFER'S ENAMELING SUPPLIES INC.	340.30
		Unpaid Sales Tax	25.47
		Expensed Amount	365.77
173123	09/09/2013	SEHI PROCOMP COMPUTER PRODUCTS	1,185.30
173124	09/09/2013	MARK SIERAKOWSKI	43.11
173125	09/09/2013	THOMAS L. SMITH	96.93

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Check Number	Check Date	Pay to the Order of	Check Amount
173126	09/09/2013	SOUTHERN CALIFORNIA EDISON CO.	204.69
173127	09/09/2013	SOUTHERN CALIFORNIA EDISON CO.	3,375.41
173128	09/09/2013	SOUTH COAST SAILING TEAM ATTN: JIM WEHAN	1,680.00
173129	09/09/2013	SOUTHERN COUNTIES OIL DBA/SC FUELS	4,159.19
173130	09/09/2013	FARNOOSH SORAYA	240.00
173131	09/09/2013	SORIANO ELECTRIC RICK SORIANO	750.00
173132	09/09/2013	SOUTHERN CALIFORNIA SOUND IMAGE	176.00
173133	09/09/2013	SOURCE GRAPHICS	656.82
173134	09/09/2013	AMY L. STINSON	138.00
173135	09/09/2013	TIM SWISS	156.39
173136	09/09/2013	SYSCO LOS ANGELES, INC.	1,172.15
173137	09/09/2013	TECHSMITH CORP SOFTWARE ORDER	756.20
173138	09/09/2013	TENNIS WAREHOUSE (TEAM SALES)	818.81
173139	09/09/2013	ARLENE THOMAS	172.35
173140	09/09/2013	THREADS	32.95
173141	09/09/2013	TOMARK SPORTS, INC.	56.60
173142	09/09/2013	TUTTLE-CLICK FORD	65.45
173143	09/09/2013	VERANDA INVOICING BUREAU	26.00
173144	09/09/2013	VISTA PAINT CORPORATE OFFICE	738.60
173145	09/09/2013	VM+SD ST MEDIA GROUP INTERNATIONAL	42.00
173146	09/09/2013	W MAGAZINE	13.00
173147	09/09/2013	ROBERT WADDINGTON	330.00
173148	09/09/2013	WHITE CAP INDUSTRIES	131.75
173149	09/09/2013	WOMEN'S WEAR DAILY	299.33
173150	09/09/2013	WRIGHT, JIM	55.99
173151	09/09/2013	SO. ORANGE CO. COMM. COL. DISTWORKERS COMPENSATION	1,376.38
173152	09/10/2013	ALLISON CAMELOT	1,000.00
173153	09/10/2013	CASFAA CSU CHANNEL ISLANDS	450.00
173154	09/10/2013	CASFAA CSU CHANNEL ISLANDS	450.00
173155	09/10/2013	CASFAA CSU CHANNEL ISLANDS	450.00
173156	09/10/2013	CASFAA CSU CHANNEL ISLANDS	450.00
173157	09/10/2013	CASHIER, DEPT. PESTICIDE REG.	60.00
173158	09/10/2013	CASHIER, DEPT. PESTICIDE REG.	60.00
173159	09/10/2013	CCCCIO c/o CLAIRE BIANCALANA	375.00
173160	09/10/2013	CCCEOPSA CERRITOS COLLEGE	360.00
173161	09/10/2013	CCCEOPSA CERRITOS COLLEGE	360.00
173162	09/10/2013	DAVID DIXON	1,000.00
173163	09/10/2013	SIBYLLE GEORGIANNA	500.00
173164	09/10/2013	HOLIDAY INN EXPRESS NAPA VALLEY-AMERICAN CANYON	645.00
173165	09/10/2013	HOLIDAY INN EXPRESS NAPA VALLEY-AMERICAN CANYON	645.00
173166	09/10/2013	SAN FRANCISCO MARRIOTT MARQUIS	477.00
173167	09/10/2013	SAN FRANCISCO MARRIOTT MARQUIS	477.00
173168	09/10/2013	SAN FRANCISCO MARRIOTT MARQUIS	477.00
173169	09/10/2013	SAN FRANCISCO MARRIOTT MARQUIS	477.00
173170	09/10/2013	NAPA VALLEY COLLEGE CRIMINAL JUSTICE TRAINING CTR	235.00

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Check Number	Check Date	Pay to the Order of	Check Amount
173171	09/10/2013	NAPA VALLEY COLLEGE CRIMINAL JUSTICE TRAINING CTR	235.00
173172	09/10/2013	THE RP GROUP	500.00
173173	09/10/2013	FOUR POINTS BY SHERATON LOS ANGELES INTL AIRPORT	251.94
173174	09/10/2013	FOUR POINTS BY SHERATON LOS ANGELES INTL AIRPORT	251.94
173175	09/10/2013	SAMANTHA J. VENABLE	1,000.00
173176	09/10/2013	KOLIN WILLIAMS	1,000.00
173177	09/10/2013	LIVING COAST DISCOVERY CENTER	180.00
173178	09/10/2013	KAREN MC NULTY	184.28
173179	09/11/2013	AT & T	71.15
173180	09/11/2013	AT & T	29.46
173181	09/11/2013	AT & T	36.26
173182	09/11/2013	SAN DIEGO GAS & ELECTRIC	1,296.54
173183	09/11/2013	SOUTHERN CALIFORNIA GAS CO.	2,172.54
173184	09/11/2013	SOUTHERN CALIFORNIA GAS CO.	948.29
173185	09/11/2013	SOUTHERN CALIFORNIA GAS CO.	43.50
173186	09/11/2013	AAA ELECTRIC MOTOR SALES	112.26
173187	09/11/2013	AARDVARK CLAY AND SUPPLIES	375.15
173188	09/11/2013	ACCUITY	341.00
173189	09/11/2013	ALLIEDBARTON SECURITY SERVICES	1,463.44
173190	09/11/2013	APPLE COMPUTER INC.	2,746.00
173191	09/11/2013	ARC AMER. REPROGRAPHICS CO.	44.28
173192	09/11/2013	ARROWHEAD DRINKING WATER	35.63
173193	09/11/2013	ASSN OF GOV. BOARDS OF UNIV. &	2,675.00
173194	09/11/2013	BAKER & TAYLOR	167.24
173195	09/11/2013	BATTERIES PLUS	49.77
173196	09/11/2013	KRISTEN BUSH	1,050.00
173197	09/11/2013	CARQUEST AUTO PARTS	505.95
173198	09/11/2013	CDW GOVERNMENT, INC.	2,527.97
173199	09/11/2013	CINTAS DOCUMENT MANAGEMENT	120.00
173200	09/11/2013	CINTAS DOCUMENT MANAGEMENT	120.00
173201	09/11/2013	CINTAS DOCUMENT MANAGEMENT	120.00
173202	09/11/2013	CINTAS DOCUMENT MANAGEMENT	120.00
173203	09/11/2013	CONTINENTAL CHEM & SANITARY SUPPLY	2,077.92
173204	09/11/2013	CORD COMMUNICATIONS	523.13
173205	09/11/2013	COX COMMUNICATIONS	2,119.36
173206	09/11/2013	COX COMMUNICATIONS	10.31
173207	09/11/2013	COX COMMUNICATIONS	2,061.38
173208	09/11/2013	MICHELE DUGAN	180.00
173209	09/11/2013	DUNN-EDWARDS CORPORATION	581.40
173210	09/11/2013	EBERHARD EQUIPMENT	23.72
173211	09/11/2013	EMPIRE CLEANING SUPPLY	845.03
173212	09/11/2013	ENTERTAINING EVENTS	500.00
173213	09/11/2013	EXPEDEON INC.	167.31
173214	09/11/2013	FEDERAL EXPRESS	86.01
173215	09/11/2013	FINE COOKING	29.95
173216	09/11/2013	FISHER SCIENTIFIC	243.40

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Check Number	Check Date	Pay to the Order of	Check Amount
173217	09/11/2013	FONTIS SOLUTIONS div of IMAGE DISTRIBUTION SERV	443.60
173218	09/11/2013	FREEWAY AUTO SUPPLY	70.98
173219	09/11/2013	AUTONATION SHARED SERVICE CTR SOUTH CALIFORNIA	334.71
173220	09/11/2013	OFFICEMAX CONTRACT INC.	5,712.38
173221	09/11/2013	ANTIMITE TERMITE & PEST CONTROL	120.00
173222	09/11/2013	THE EMBROIDERY STORE	284.53
173223	09/11/2013	CDW GOVERNMENT, INC.	117.21
173224	09/11/2013	QUEST DIAGNOSTICS	686.16
173225	09/11/2013	PADHRAIC SMYTH	5,500.00
173226	09/11/2013	TEXTHELP SYSTEMS, INC.	1,250.00
173227	09/11/2013	EVA YUKATIS	1,250.00
173228	09/11/2013	SO. ORANGE CO. COMM. COL. DISTWORKERS COMPENSATION	32,626.89
173229	09/11/2013	ISA ADNEY INTERNATIONAL, LLC	2,000.00
173230	09/11/2013	DR. ROBERT BRAMUCCI	70.95
173231	09/11/2013	KRIS LEPPEN-CHRISTENSEN	101.69
173232	09/12/2013	AIR CONTROL SYSTEMS	7,470.00
173233	09/12/2013	CAL BUILDING SYSTEMS INC	2,921.00
173234	09/12/2013	C.E.M. LAB CORP. CIVIL ENGINEERING MATERIAL LAB	2,070.00
173235	09/12/2013	DIV. OF THE STATE ARCHITECT DSA ACCTS RECEIVABLE	19.60
173236	09/12/2013	DIV. OF THE STATE ARCHITECT DSA ACCTS RECEIVABLE	147.00
173237	09/12/2013	DOUGHERTY + DOUGHERTY ARCHITECTS LLP	11,111.76
173238	09/12/2013	DVV ASSOCIATES, INC.	1,125.00
173239	09/12/2013	FACILITIES PLANNING & PROGRAM SERVICES, INC	9,330.00
173240	09/12/2013	GKKWORKS	37,255.56
173241	09/12/2013	JOYCE INSPECTION & TESTING	6,048.00
173242	09/12/2013	NEUDESIC, LLC	74,732.00
173243	09/12/2013	NIMBLE CONSULTING	8,875.00
173244	09/12/2013	S & B FOODS CATERING DIVISION	105.46
173245	09/12/2013	SYNERGY SOFTWARE SOLUTIONS	8,455.00
173246	09/12/2013	U.S. DEMOLITION, INC.	143,100.00
173247	09/12/2013	BARBARA PENLAND	518.58
173248	09/12/2013	PHOENIX BUSINESS MACHINES, INC	500.00
173249	09/12/2013	PIP PRINTING	718.25
173250	09/12/2013	POCKET NURSE ENTERPRISES, INC.	177.77
Unpaid Sales Tax			10.98
Expensed Amount			188.75
173251	09/12/2013	VINCE POLIZZI	493.31
173252	09/12/2013	PSI-PAYPHONE STATIONS INNOVAT.	315.00
173253	09/12/2013	S & B FOODS CATERING DIVISION	69.50
173254	09/12/2013	SARGENT WELCH	24.53
173255	09/12/2013	SCANTRON CORPORATION	224.06
173256	09/12/2013	SERVICE SOLUTIONS GROUP	510.20
173257	09/12/2013	SIGMA ALDRICH CHEMICAL CO.	819.85
173258	09/12/2013	SIGN A RAMA	47.15

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Check Number	Check Date	Pay to the Order of	Check Amount
173259	09/12/2013	TALLEY, INC.	785.15
173260	09/12/2013	THOMAS SCIENTIFIC	277.00
		Unpaid Sales Tax	22.16
		Expensed Amount	299.16
173261	09/12/2013	TUTTLE-CLICK FORD	130.90
173262	09/12/2013	UNISOURCE WORLDWIDE INC.	2,895.45
173263	09/12/2013	USA MOBILITY WIRELESS, INC.	65.10
173264	09/12/2013	VHI PC-KITS EXERCISE SOFTWARE	209.90
		Unpaid Sales Tax	15.59
		Expensed Amount	225.49
173265	09/12/2013	VWR INTERNATIONAL, INC.	760.93
173266	09/12/2013	WARD'S NATURAL SCIENCE	56.09
173267	09/12/2013	W A X I E	1,907.51
173268	09/12/2013	SHERATON CERRITOS HOTEL	3,500.97
173269	09/12/2013	SMART & FINAL	77.44
173270	09/12/2013	SOUTHERN CALIFORNIA GAS CO.	15.78
173271	09/13/2013	CYPRESS COLLEGE	200.00
173272	09/13/2013	LA QUINTA INN STOCKTON	1,048.32
173273	09/13/2013	WEST COAST SHOOTOUT AT DELTA COLLEGE	200.00
173274	09/13/2013	FENTRISS WINN	1,080.00
173275	09/13/2013	BALANCED BODY	1,338.15
173276	09/13/2013	BLICK ART MATERIALS	605.38
173277	09/13/2013	CALIFORNIA ALLIANCE FOR JAZZ	50.00
173278	09/13/2013	CAL BUILDING SYSTEMS	6,702.00
173279	09/13/2013	SCOTT A. COKELY	240.00
173280	09/13/2013	CP LAB SAFETY	404.70
173281	09/13/2013	DEPARTMENT OF JUSTICE ACCOUNTING OFFICE, CASHIERING	2,500.00
173282	09/13/2013	SHEILA DUFRESNE	5,000.00
173283	09/13/2013	ECONOMIC ALTERNATIVES, INC.	752.50
173284	09/13/2013	FISHER SCIENTIFIC	167.34
173285	09/13/2013	FOSTER CARE AUXILIARY OF OC	120.00
173286	09/16/2013	LIEBERT CASSIDY WHITMORE	6,176.00
173287	09/16/2013	CASFAA CSU CHANNEL ISLANDS	450.00
173288	09/16/2013	CCCCIO c/o CLAIRE BIANCALANA	375.00
173289	09/16/2013	COMMUNITY COLLEGE FACILITY COALITION (CCFC)	190.00
173290	09/16/2013	DBIA	2,500.00
173291	09/16/2013	RANDY HEUSER C/O RACHEL MANDERS, GRANTS	1,446.56
173292	09/16/2013	SAN FRANCISCO MARRIOTT MARQUIS	477.00
173293	09/16/2013	DENISE AVILES	82.00
173294	09/16/2013	U.S. POSTAL SERVICE ATTENTION: BULK MAIL	1,700.00
173295	09/16/2013	SAFEWAY, INC.	99.84
173296	09/16/2013	SMART & FINAL	513.59
173297	09/16/2013	SMART & FINAL	373.19
173298	09/16/2013	DON BUTCHER	1,584.00
173299	09/16/2013	DON BUTCHER	1,584.00
173300	09/16/2013	DENISE M. HARRIS	312.00
173301	09/16/2013	DENISE M. HARRIS	312.00

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Check Number	Check Date	Pay to the Order of	Check Amount
173302	09/16/2013	WILLIAM M. MCNICOL	192.00
173303	09/16/2013	WILLIAM M. MCNICOL	192.00
173304	09/16/2013	WILLIAM M. MCNICOL	192.00
173305	09/16/2013	WILLIAM M. MCNICOL	192.00
173306	09/16/2013	BRAD MCREYNOLDS	432.00
173307	09/16/2013	BRAD MCREYNOLDS	432.00
173308	09/16/2013	MICHELLE QUON	544.00
173309	09/16/2013	GARY SABELLA	90.00
173310	09/16/2013	GARY SABELLA	162.00
173311	09/16/2013	GARY SABELLA	90.00
173312	09/16/2013	GARY SABELLA	90.00
173313	09/16/2013	MATTHEW SHERMAN	260.00
173314	09/16/2013	MATTHEW SHERMAN	260.00
173315	09/16/2013	AT&T	478.70
173316	09/16/2013	AT&T	.33
173317	09/16/2013	AT&T	.31
173318	09/16/2013	VOLLEYHUT	37.70
173319	09/16/2013	PACIFIC CLIPPINGS	59.00
173320	09/16/2013	PASCO SCIENTIFIC	106.93
173321	09/16/2013	THE PATON GROUP	7,805.28
173322	09/16/2013	PENN CORPORATE RELOCATION SERVICES, INC.	252.00
173323	09/16/2013	POLISHED IMAGE	86.13
173324	09/16/2013	CHARLENE REED	5,400.00
173325	09/16/2013	REFRIGERATION UNLIMITED, INC	671.26
173326	09/16/2013	JOHN RICHARDS	65.14
173327	09/16/2013	S & B FOODS CATERING DIVISION	128.36
173328	09/16/2013	SARGENT WELCH	1.84
173329	09/16/2013	PT & LT, INC. SIGNS BY CREATIONS UNLIMITED	4,856.00
173330	09/16/2013	SMARDAN SUPPLY - EL MONTE	52.00
173331	09/16/2013	SOUTHERN CALIFORNIA FOOTBALL ASSOCIATION	1,800.00
173332	09/16/2013	SOURCE GRAPHICS	187.31
173333	09/16/2013	STUDICA, INC.	3,500.00
173334	09/16/2013	TENNIS WAREHOUSE (TEAM SALES)	134.32
173335	09/16/2013	DIEMMY TRAN	240.00
173336	09/16/2013	TRANE U.S. INC.	624.00
173337	09/16/2013	U.S. DATA TRUST CORPORATION	6,000.00
173338	09/16/2013	VWR INTERNATIONAL, INC.	421.33
173339	09/16/2013	WARD'S NATURAL SCIENCE	282.80
173340	09/16/2013	RICHARD WHITE	49.01
173341	09/16/2013	SO. ORANGE CO. COMM. COL. DIST	10,168.91
173342	09/17/2013	CAROLINE DURDELLA	132.21
173343	09/17/2013	TERESA FLUEGEMAN	51.42
173344	09/17/2013	G & K SERVICES	191.09
173345	09/17/2013	GALE SUPPLY COMPANY	1,636.14
173346	09/17/2013	JIM GASTON	23.98
173347	09/17/2013	GAYLORD BROTHERS, INC.	59.49
Unpaid Sales Tax			3.79
Expensed Amount			63.28
173348	09/17/2013	GOLF TEAM PRODUCTS	300.00

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Check Number	Check Date	Pay to the Order of	Check Amount
Unpaid Sales Tax			24.00
Expensed Amount			324.00
173349	09/17/2013	JACQUELINE GOODE	240.00
173350	09/17/2013	ESTER GRAHAM	55.55
173351	09/17/2013	W. W. GRAINGER	3,258.14
173352	09/17/2013	GRAYBAR ELECTRIC CO.	4,414.38
173353	09/17/2013	H2 ENVIRONMENTAL CONSULTING SERVICES, INC.	1,250.00
173354	09/17/2013	HAITBRINK ASPHALT PAVING, INC.	11,780.00
173355	09/17/2013	HARBOR FREIGHT TOOLS	294.94
173356	09/17/2013	HARDY DIAGNOSTICS	1,073.06
173357	09/17/2013	HIGHER ONE INC.	1,220.78
173358	09/17/2013	HOLLANDER GLASS, INC.	120.23
173359	09/17/2013	HORIZON	4,607.28
173360	09/17/2013	HSACCC ALLAN HANCOCK COMM. COLLEGE	150.00
173361	09/17/2013	AMY HUNTER	29.75
173362	09/17/2013	ANTHONY HUNTLEY	10.30
173363	09/17/2013	IACLEA	225.00
173364	09/17/2013	IBM CORPORATION	4,061.20
173365	09/17/2013	INGARDIA BROTHERS PRODUCE, INC.	892.65
173366	09/17/2013	INTERSTATE ELECTRIC	806.22
173367	09/17/2013	IRVINE PIPE & SUPPLY	467.09
173368	09/17/2013	JACOBSEN WEST	306.94
173369	09/17/2013	MICHAEL JAMES	117.46
173370	09/17/2013	JOHNSTONE SUPPLY	367.74
173371	09/17/2013	KATHCO PRODUCTS	3,556.22
173372	09/17/2013	WANDA KNIGHT	179.61
173373	09/17/2013	MOLLY KRUGER	245.81
173374	09/17/2013	LAWNMOWERS ETC., LLC	417.63
173375	09/17/2013	LCS CONSTRUCTORS, INC.	3,600.00
173376	09/17/2013	NICOLE LOFTUS	53.09
173377	09/17/2013	RACHEL MANDERS	11.50
173378	09/17/2013	MAPLESOF	3,000.00
173379	09/17/2013	MATCO TOOLS MARK JACOBSON	161.00
173380	09/17/2013	MICHAEL LOWELL MC CORMICK	53.38
173381	09/17/2013	MC KESSON MEDICAL SURGICAL	870.00
173382	09/17/2013	MILCHIKER, MARCIA	35.50
173383	09/17/2013	MILLENNIUM BUSINESS SERVICES Marty Cohn	74.13
173384	09/17/2013	MUSIC THEATRE INTERNATIONAL	2,281.73
173385	09/17/2013	O'MEARA, MICHAEL	15.26
173386	09/17/2013	JOHN OZUROVICH	132.72
173387	09/17/2013	BRITTANY RAMCHANDANI	25.65
173388	09/17/2013	ANTHONY RODGERS OPERATIONS SUPERVISOR	117.46
173389	09/17/2013	JAMES ROGERS	192.02
173390	09/17/2013	LOUIS SESSLER	117.46
173391	09/17/2013	SOKHA SONG	91.53
173392	09/17/2013	CHRISTOPHER WILKINSON	116.93
173393	09/17/2013	RUBY HAZZARD	32.77
173394	09/17/2013	EARL PAGAL	15.26

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

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Check Number	Check Date	Pay to the Order of	Check Amount
173395	09/17/2013	KIM MC CORD	628.66
173396	09/18/2013	XEROX CORPORATION	24,371.90
173397	09/18/2013	XEROX CORPORATION	31.77
173398	09/18/2013	DAVID E. ANDERSON, JR.	729.21
173399	09/18/2013	NAOMI CHIANESE	500.00
173400	09/18/2013	APRIL CUBBAGE-VEGA	1,000.00
173401	09/18/2013	STEPHANIE D'AURIA	500.00
173402	09/18/2013	GREEN TECHNOLOGY	165.00
173403	09/18/2013	KRIS LEPPHEN-CHRISTENSEN	838.03
173404	09/18/2013	ORANGE COUNTY SCHOOL BOARDS ASSOCIATION	32.00
173405	09/18/2013	LARRY RADDEN	530.39
173406	09/18/2013	ROSIE AGUILAR	720.00
173407	09/18/2013	ACSIG/EDGE	141,551.48
173408	09/18/2013	ACSIG/EDGE	43,680.84
173409	09/18/2013	HYATT LEGAL	7,353.80
173410	09/18/2013	PRUDENTIAL INSURANCE COMPANY OF AMERICA	27,560.85
173411	09/18/2013	PRUDENTIAL INSURANCE COMPANY OF AMERICA	15,460.31
173412	09/18/2013	SISC III HEALTH BENEFITS ACCOUNTS RECEIVABLE	1,277,445.00
173413	09/18/2013	UNUM LIFE INSURANCE COMPANY	3,083.78
173414	09/18/2013	UNUM LIFE INSURANCE COMPANY	1,387.92
173415	09/18/2013	UNITED BEHAVIORAL HEALTH U.S. BEHAVIORAL HEALTH PLAN	3,170.16
173416	09/18/2013	ACSIG/EDGE	23,380.07
173417	09/18/2013	ACSIG/EDGE	5,771.38
173418	09/18/2013	SISC III HEALTH BENEFITS ACCOUNTS RECEIVABLE	344,587.00
173419	09/19/2013	AARDVARK CLAY AND SUPPLIES	104.95
173420	09/19/2013	ACADEMIC SENATE	4,633.13
173421	09/19/2013	ACCREDITATION COMMISSION FOR EDUCATION IN NURSING INC	2,400.00
173422	09/19/2013	AIR SOURCE INDUSTRIES, INC.	25.20
173423	09/19/2013	AIRGAS USA, LLC	174.68
173424	09/19/2013	ALERT SERVICES, INC.	87.22
173425	09/19/2013	ALLIEDBARTON SECURITY SERVICES	1,870.40
173426	09/19/2013	AMERICAN 3B SCIENTIFIC	143.95
Unpaid Sales Tax			10.08
Expensed Amount			154.03
173427	09/19/2013	AMTECH ELEVATOR SERVICES	4,899.61
173428	09/19/2013	ARS ENTERPRISES	624.74
173429	09/19/2013	AMERICAN TECHNOLOGIES, INC.	5,850.00
173430	09/19/2013	ATLAS ADHESIVE TAPE CORP.	65.88
173431	09/19/2013	AIRPORT VAN RENTAL SOLUTIONS	235.48
173432	09/19/2013	B & H PHOTO VIDEO REMITTANCE PROCESSING	756.00
Unpaid Sales Tax			60.48
Expensed Amount			816.48
173433	09/19/2013	BAKER & TAYLOR	154.16
173434	09/19/2013	BARBER & GONZALES CONSULTING GROUP	5,955.91
173435	09/19/2013	BERG WHOLESALE	86.94
173436	09/19/2013	BERTRAND'S MUSIC	481.58
173437	09/19/2013	BESAFE TECHNOLOGIES, INC.	738.15

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Check Number	Check Date	Pay to the Order of	Check Amount
173438	09/19/2013	JAMES BETTENCOURT	138.00
173439	09/19/2013	BIO-RAD LABORATORIES, INC. LIFE SCIENCE GROUP	98.28
173440	09/19/2013	BISHOP COMPANY	198.04
173441	09/19/2013	BLICK ART MATERIALS	379.17
173442	09/19/2013	NANCY BRACKEN	500.00
173443	09/19/2013	BUDDY'S ALL STARS	861.30
173444	09/19/2013	BUTLER CHEMICALS, INC.	111.02
173445	09/19/2013	CALIFORNIA METAL-X	3,496.28
173446	09/19/2013	CANON SOLUTIONS AMERICA, INC.	52.92
173447	09/19/2013	ADN DIRECTORS OF SO. CAL. C/O DR. DIANE MOREY	100.00
173448	09/19/2013	CDW GOVERNMENT, INC.	459.00
173449	09/19/2013	CEREBELLUM CORP.	185.89
173450	09/19/2013	CONSOLIDATED ELECTRICAL DIST.	475.39
173451	09/19/2013	CORPORATE BUSINESS INTERIORS	29.37
173452	09/19/2013	CR&R	2,461.00
173453	09/19/2013	CR&R	3,609.08
173454	09/19/2013	CROWN FENCE	1,574.00
173455	09/19/2013	DELL MARKETING L.P. C/O DELL USA L.P.	323.56
173456	09/19/2013	DELTA BIOLOGICALS	685.00
		Unpaid Sales Tax	54.80
		Expensed Amount	739.80
173457	09/19/2013	DEMCO INC.	193.15
173458	09/19/2013	DEPARTMENT OF JUSTICE ACCOUNTING OFFICE, CASHIERING	256.00
173459	09/19/2013	DIVERSIFIED BUSINESS SERVICES	336.52
173460	09/19/2013	EASTBAY TEAM SPORTS DEPT #5374	5,722.50
173461	09/19/2013	ECONOMIC ALTERNATIVES, INC.	2,640.65
173462	09/19/2013	C.F. PETERS CORPORATION	647.54
		Unpaid Sales Tax	49.50
		Expensed Amount	697.04
173463	09/19/2013	RON ELLISON	500.00
173464	09/19/2013	EXPERIAN	127.00
173465	09/19/2013	FEDERAL EXPRESS	180.96
173466	09/19/2013	FISHER SCIENTIFIC	43.05
173467	09/19/2013	DEBRA L. FITZSIMONS	88.98
173468	09/19/2013	FONTIS SOLUTIONS div of IMAGE DISTRIBUTION SERV	1,093.82
173469	09/19/2013	FREEWAY AUTO SUPPLY	255.87
173470	09/19/2013	JAN FRITSEN	100.00
173471	09/19/2013	FRY'S ELECTRONICS	884.81
173472	09/19/2013	OFFICEMAX CONTRACT INC.	4,016.29
173473	09/19/2013	BOB PARRETT CONSTRUCTION	4,945.00
173474	09/19/2013	SHELL FLEET CARD SERVICES PROCESSING CENTER	2,554.60
173475	09/19/2013	MATTHEW SHERMAN	30.00
173476	09/19/2013	DANIEL SMITH, INC.	793.61
		Unpaid Sales Tax	63.49
		Expensed Amount	857.10
173477	09/19/2013	IRVINE VALLEY COLLEGE COMMUNITY EDUCATION	9,334.25
173478	09/19/2013	JOHNSON CONTROLS, INC.	4,682.00

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Check Number	Check Date	Pay to the Order of	Check Amount
173479	09/19/2013	KE DESIGNS	6,650.00
173480	09/19/2013	CAMBIUM LEARNING, INC.	4,330.00
173481	09/19/2013	DIANE LEWIS	861.53
173482	09/19/2013	NORMAN A TRAUB NORMAN A. TRAUB ASSOCIATES	10,000.00
173483	09/19/2013	KEENAN & ASSOCIATES ACCOUNTS RECEIVABLE	10,168.91 *
Cancelled on 10/08/2013, Cancel Register # AP10082013A			
173484	09/19/2013	PACIFIC ART GLASS	440.85
173485	09/19/2013	PACIFIC PARKING SYSTEMS, INC.	11,641.45
173486	09/19/2013	PSYCHOLOGICAL ASSESSMENT RESOURCES, INC.	89.76
		Unpaid Sales Tax	6.53
		Expensed Amount	96.29
173487	09/19/2013	PARKHOUSE TIRE, INC.	4,484.92
173488	09/19/2013	PARTEK SOLUTIONS	547.05
		Unpaid Sales Tax	36.80
		Expensed Amount	583.85
173489	09/19/2013	PENN CORPORATE RELOCATION SERVICES, INC.	3,152.60
173490	09/19/2013	PETCO ANIMAL SUPPLIES, INC.	81.76
173491	09/19/2013	PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC	791.00
173492	09/19/2013	POCKET NURSE ENTERPRISES, INC.	875.39
173493	09/19/2013	THOMAS JOHN PRENDERGAST	64.99
173494	09/19/2013	PURETEC	699.65
173495	09/19/2013	REAL VOLLEYBALL	381.87
173496	09/19/2013	RICOH USA, INC.	1,277.92
173497	09/19/2013	JAMES ROGERS	25.91
173498	09/19/2013	JAMES L. RYNNING	500.00
173499	09/19/2013	SADDLEBACK COLLEGE	2,832.00
173500	09/19/2013	THOMAS L. SMITH	64.79
173501	09/19/2013	TUSTIN LOCK & SAFE	237.82
173502	09/19/2013	UNITED INTERIORS	1,275.75
173503	09/19/2013	UNITED SITE SERVICES OF CALIFORNIA, INC.	275.32
173504	09/19/2013	MORVARID VAHDATIASL	226.71
173505	09/19/2013	VENTEK INTERNATIONAL	1,029.55
173506	09/19/2013	XEROX CORPORATION	217.53
173507	09/19/2013	SMART & FINAL	10.67
173508	09/19/2013	SOUTHERN CALIFORNIA EDISON CO.	3,743.62
173509	09/19/2013	SOUTHERN CALIFORNIA EDISON CO.	15,809.49
173510	09/19/2013	SOUTHERN CALIFORNIA EDISON CO.	41,671.24
173511	09/19/2013	SOUTHERN CALIFORNIA EDISON CO.	85.57
173512	09/19/2013	SOUTHERN CALIFORNIA GAS CO.	9,444.73
173513	09/19/2013	SYSCO RIVERSIDE INC	536.92
173514	09/19/2013	ALVAREZ & MARSAL REAL ESTATE ADVISORY SERV.	1,100.00
173515	09/19/2013	ENAMIX, INC.	9,091.25
173516	09/19/2013	THE HILLS HOTEL	920.16
173517	09/19/2013	JACKSON, DE MARCO, TIDUS, & PECKENPAUGH	41,410.34
173518	09/19/2013	MC KENNA LONG & ALDRIDGE, LLP	1,725.00
173519	09/19/2013	NIMBLE CONSULTING	10,250.00
173520	09/19/2013	ORANGE COUNTY REGISTER	2,046.00
173521	09/19/2013	PRESIDIO NETWORKED SOLUTIONS	109,822.66

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173522	09/19/2013	PUBLIC ECONOMICS, INC.	1,865.46
173523	09/19/2013	REDISQ TECHNOLOGIES	3,960.00
173524	09/19/2013	SYNERGY SOFTWARE SOLUTIONS	3,895.00
173525	09/23/2013	JENNIFER HIGGINSON	918.00
173526	09/23/2013	JENNIFER HIGGINSON	136.00
173527	09/23/2013	JENNIFER HIGGINSON	306.00
173528	09/23/2013	JENNIFER HIGGINSON	136.00
173529	09/23/2013	JENNIFER HIGGINSON	136.00
173530	09/23/2013	JENNIFER HIGGINSON	918.00
173531	09/23/2013	JENNIFER HIGGINSON	136.00
173532	09/23/2013	JENNIFER HIGGINSON	612.00
173533	09/23/2013	JENNIFER HIGGINSON	136.00
173534	09/23/2013	JENNIFER HIGGINSON	612.00
173535	09/23/2013	AT & T	63.17
173536	09/23/2013	AT&T	4.46
173537	09/23/2013	AT&T	3.24
173538	09/23/2013	SAN DIEGO GAS & ELECTRIC	108,318.54
173539	09/23/2013	VERIZON	128.90
173540	09/23/2013	VERIZON	75.06
173541	09/23/2013	SMART & FINAL	298.66
173542	09/24/2013	A TO Z CIRCUIT BREAKERS	58.32
173543	09/24/2013	ACADEMIC SENATE	2,484.13
173544	09/24/2013	AERA ENGINE REBUILDERS ASSN.	251.00
173545	09/24/2013	ALLIEDBARTON SECURITY SERVICES	1,463.44
173546	09/24/2013	AMER. CHEMICAL SOCIETY	179.00
173547	09/24/2013	AV SOLUTIONS	7,500.00
173548	09/24/2013	AVENTURA SAILING ASSOC.	438.00
173549	09/24/2013	B & H PHOTO VIDEO REMITTANCE PROCESSING	190.38
			Unpaid Sales Tax 15.23
			Expensed Amount 205.61
173550	09/24/2013	BLICK ART MATERIALS	570.19
173551	09/24/2013	BSN SPORTS	2,426.58
173552	09/24/2013	BUTLER CHEMICALS, INC.	387.74
173553	09/24/2013	CDW GOVERNMENT, INC.	4,455.16
173554	09/24/2013	CENTRAL POLICE SUPPLY	1,019.40
			Unpaid Sales Tax 81.55
			Expensed Amount 1,100.95
173555	09/24/2013	COMPUTER CO-OP	98.00
173556	09/24/2013	DHARMA TRADING CO.	202.77
173557	09/24/2013	DISH NETWORK	69.84
173558	09/24/2013	DUNN-EDWARDS CORPORATION	59.74
173559	09/24/2013	JAN DUQUETTE	32.39
173560	09/24/2013	DION & SONS INC	3,988.78 *
Reissued on 09/24/2013, Cancel Register # AP09242013A			
173561	09/24/2013	ROBERT FARNSWORTH	106.69 *
Reissued on 09/24/2013, Cancel Register # AP09242013A			
173562	09/24/2013	FISHER SCIENTIFIC	4,620.71 *
Reissued on 09/24/2013, Cancel Register # AP09242013A			
173563	09/24/2013	FREEWAY AUTO SUPPLY	135.27 *

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Check Number	Check Date	Pay to the Order of	Check Amount
	Reissued on 09/24/2013, Cancel Register # AP09242013A		
173564	09/24/2013	FREY SCIENTIFIC	178.01 *
	Reissued on 09/24/2013, Cancel Register # AP09242013A		
173565	09/24/2013	DEBORAH FRICKE	180.00 *
	Reissued on 09/24/2013, Cancel Register # AP09242013A		
173566	09/24/2013	OFFICEMAX CONTRACT INC.	2,941.06 *
	Reissued on 09/24/2013, Cancel Register # AP09242013A		
173567	09/24/2013	DANIEL SMITH, INC.	28.80 *
	Reissued on 09/24/2013, Cancel Register # AP09242013A		
173568	09/24/2013	DAIRY DEPOT	52.95 *
	Reissued on 09/24/2013, Cancel Register # AP09242013A		
173569	09/24/2013	OFFICEMAX CONTRACT INC.	150.18 *
	Reissued on 09/24/2013, Cancel Register # AP09242013A		
173570	09/24/2013	DION & SONS INC	3,988.78
173571	09/24/2013	ROBERT FARNSWORTH	106.69
173572	09/24/2013	FISHER SCIENTIFIC	4,620.71
173573	09/24/2013	FREEWAY AUTO SUPPLY	135.27
173574	09/24/2013	FREY SCIENTIFIC	178.01
173575	09/24/2013	DEBORAH FRICKE	180.00
173576	09/24/2013	OFFICEMAX CONTRACT INC.	2,941.06
173577	09/24/2013	DANIEL SMITH, INC.	28.80
		Unpaid Sales Tax	2.30
		Expensed Amount	31.10
173578	09/24/2013	DAIRY DEPOT	52.95
173579	09/24/2013	OFFICEMAX CONTRACT INC.	150.18
173580	09/24/2013	W. W. GRAINGER	1,551.37
173581	09/24/2013	J.W. PEPPER & SON, INC.	2,978.45
173582	09/24/2013	PEPPER, J.W. & SON, INC.	601.51
173583	09/24/2013	PHOENIX GROUP	3,290.32
173584	09/24/2013	POCKET NURSE ENTERPRISES, INC.	52.50
		Unpaid Sales Tax	4.20
		Expensed Amount	56.70
173585	09/24/2013	POCKET NURSE ENTERPRISES, INC.	247.51
		Unpaid Sales Tax	19.80
		Expensed Amount	267.31
173586	09/24/2013	PRINT FINISHING SOLUTIONS	431.25
173587	09/24/2013	PYRO-COMM SYSTEMS	169.38
173588	09/24/2013	R2A ARCHITECTURE	1,784.05
173589	09/24/2013	REGENTS OF THE UNIVERSITY OF CALIFORNIA AT IRVINE	175.00
173590	09/24/2013	ROBERT RICKERSON	800.62
173591	09/24/2013	JAMES ROGERS	43.16
173592	09/24/2013	ROYAL PLYWOOD CO., LLC	885.62
173593	09/24/2013	S & B FOODS CATERING DIVISION	78.68
173594	09/24/2013	S & B FOODS CATERING DIVISION	450.58
173595	09/24/2013	RAJBIR SINGH	138.00
173596	09/24/2013	THOMAS L. SMITH	324.13
173597	09/24/2013	STAR MAINTENANCE SUPPLY	790.67
173598	09/24/2013	SUPERIOR PRESS, INC.	36.69
173599	09/24/2013	SYSCO RIVERSIDE INC	1,060.41

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Check Number	Check Date	Pay to the Order of	Check Amount
173600	09/24/2013	TESORO HIGH SCHOOL MUSIC BOOSTERS	250.00
173601	09/24/2013	TUTTLE-CLICK FORD	1,139.79
173602	09/24/2013	VENDINI, INC.	235.20
173603	09/24/2013	VENTEK INTERNATIONAL	1,840.22
173604	09/24/2013	KATHLEEN WERLE	69.76
173605	09/24/2013	KYLE WILD	18.63
173606	09/24/2013	SAFEWAY INC/PAVILIONS	481.39
173607	09/24/2013	BECKY THOMAS	16.65
173608	09/24/2013	SMART & FINAL	173.68
173609	09/25/2013	AT & T	27.46
173610	09/25/2013	AT&T	47.89
173611	09/25/2013	VERIZON	299.78
173612	09/25/2013	MINN. MINING & MFG. CENTER	6,336.00
173613	09/25/2013	LIDS TEAM SPORTS	221.96
173614	09/25/2013	GOPHER NW5634	6,239.77
173615	09/25/2013	GRANICUS, INC.	698.50
173616	09/25/2013	HARDY DIAGNOSTICS	1,907.65
173617	09/25/2013	HUMANSIZE	757.30
173618	09/25/2013	INDUSTRIAL TECHNICAL SERVICES CORP.	567.50
173619	09/25/2013	INGARDIA BROTHERS PRODUCE, INC.	377.91
173620	09/25/2013	LISA INLOW	150.94
173621	09/25/2013	INTERIOR DESIGN	45.00
173622	09/25/2013	EFAX CORPORATE c/o J2 GLOBAL, INC.	142.00
173623	09/25/2013	JACKSTIN JACKSON KELLY	12,500.00
173624	09/25/2013	KAREN KELLEY	20.46
173625	09/25/2013	KELLY PAPER	2,036.37
173626	09/25/2013	SCOTT KIM	44.73
173627	09/25/2013	MORITAKA KINA	240.00
173628	09/25/2013	TAMARA KING	79.90
173629	09/25/2013	KNORR SYSTEMS, INC.	11,254.28
173630	09/25/2013	ESMOREIT KOETSIER	3,876.12
173631	09/25/2013	KRATOS HBE	620.15
173632	09/25/2013	SANDRA KUDZA	497.93
173633	09/25/2013	LABWEAR.COM	113.00
Unpaid Sales Tax			8.08
Expensed Amount			121.08
173634	09/25/2013	LAGUNA WOODS VILLAGE POTTERS	4,410.00
173635	09/25/2013	LAURA'S INT PLANTSCAPE SERV	445.36
173636	09/25/2013	LIFETIME MEMORY PRODUCTS, INC.	1,158.30
173637	09/25/2013	LOOMIS, FARGO & COMPANY	811.05
173638	09/25/2013	MAIN GRAPHICS	158.76
173639	09/25/2013	MAQUINSAL SEWING MACHINE CO.	320.52
173640	09/25/2013	MARCIVE, INC.	151.14
173641	09/25/2013	MARVAC ELECTRONICS	4,751.89
173642	09/25/2013	MICHAEL MATTHEWS	1,250.00
173643	09/25/2013	MC KESSON MEDICAL SURGICAL	354.82
173644	09/25/2013	KAREN MC NULTY	61.42
173645	09/25/2013	MERCADO CORONA, INC.	355.98
173646	09/25/2013	MICROSOFT CORPORATION	1,385.62

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173647	09/25/2013	MONSTERSLAYER, INC.	368.81
		Unpaid Sales Tax	27.97
		Expensed Amount	396.78
173648	09/25/2013	NAFSA MEMBERSHIP DEPT.	419.00
173649	09/25/2013	NATIONAL COLLEGIATE HONORS COUNCIL (NCHC)	500.00
173650	09/25/2013	NCMPR DISTRICT 6 CONF. ATTN: BECKY OLSON	600.00
173651	09/25/2013	NUTRITION ACTION HEALTHLETTER	10.00
173652	09/25/2013	NUUN NATURAL HYDRATION	197.19
		Unpaid Sales Tax	14.98
		Expensed Amount	212.17
173653	09/25/2013	OC Treasurer-Tax Collector	13,636.64
173654	09/25/2013	ORANGE CO. BUSINESS JOURNAL	2,030.00
173655	09/25/2013	ORANGE CO. COMMERCIAL PRINTING	6,036.00
173656	09/25/2013	ORANGE COUNTY/LONG BEACH CONSORTIUM FOR NURSING	150.00
173657	09/25/2013	OPENPROJECTSANDAPPS.ORG	1,500.00
173658	09/25/2013	LOCKERS.COM	687.89
173659	09/25/2013	MARKET-BASED SOLUTIONS, INC.	8,134.40
173660	09/26/2013	EMPLOYMENT DEVELOPMENT DEPT.	10,829.08
173661	09/26/2013	MARYAM AFSHARI	40.00
173662	09/26/2013	CASBO CASBO PROFESSIONAL DEVELOPMENT	205.00
173663	09/26/2013	CASBO CASBO PROFESSIONAL DEVELOPMENT	205.00
173664	09/26/2013	CASBO CASBO PROFESSIONAL DEVELOPMENT	205.00
173665	09/26/2013	CCCAOE	1,185.00
173666	09/26/2013	CINHC	350.00
173667	09/26/2013	BRANDYE D'LENA	112.23
173668	09/26/2013	DOUBLETREE BY HILTON	135.26
173669	09/26/2013	FULLERTON COLLEGE MT SAN ANTONIO COLLEGE	120.00
173670	09/26/2013	STEVE LEE	102.72
173671	09/26/2013	KIM MC CORD	403.80
173672	09/26/2013	MARK MINKLER	90.40
173673	09/26/2013	NCMPR	150.00
173674	09/26/2013	OC SCHOOL BOARDS ASSOC.	32.00
173675	09/26/2013	OC SCHOOL BOARDS ASSOC.	32.00
173676	09/26/2013	ORANGE COUNTY BUSINESS COUNCIL	950.00
173677	09/26/2013	HEIDI M. OCHOA	55.00
173678	09/26/2013	LUCAS OCHOA	346.75
173679	09/26/2013	MARY OPEL	112.23
173680	09/26/2013	TAMERA RICE	1,724.34
173681	09/26/2013	RIVIERA PALM SPRINGS	347.08
173682	09/26/2013	RIVIERA PALM SPRINGS	347.08
173683	09/26/2013	RIVIERA PALM SPRINGS	346.88
173684	09/26/2013	DAVID SCHIERMEYER	95.23
173685	09/26/2013	SHAREPOINT EXPERTS, INC.	1,390.00
173686	09/26/2013	PARISA SOLTANI	102.72
173687	09/26/2013	KIMBERLY STANKOVICH	97.87

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Check Number	Check Date	Pay to the Order of	Check Amount
173688	09/26/2013	FAWN TANRIVERDI	40.00
173689	09/26/2013	W. W. GRAINGER	1,370.39
173690	09/26/2013	PACIFIC COLOR PRINTING	459.00
173691	09/26/2013	RICOH AMERICAS CORP	12.00
173692	09/26/2013	JAMES ROGERS	21.59
173693	09/26/2013	S & B FOODS CATERING DIVISION	259.20
173694	09/26/2013	S & B FOODS CATERING DIVISION	259.20
173695	09/26/2013	S & B FOODS CATERING DIVISION	259.20
173696	09/26/2013	S & B FOODS CATERING DIVISION	259.20
173697	09/26/2013	SEHI PROCOMP COMPUTER PRODUCTS	1,630.51
173698	09/26/2013	SHRED-IT USA-SAN DIEGO	670.96
173699	09/26/2013	PATRIC TAYLOR	99.57
173700	09/26/2013	ULINE ATTN: ACCOUNTS RECEIVABLE	234.36
173701	09/26/2013	UNITED SITE SERVICES OF CALIFORNIA, INC.	140.24
173702	09/26/2013	VISTA PAINT CORPORATE OFFICE	76.03
173703	09/26/2013	WHITE CAP INDUSTRIES	134.98
173704	09/26/2013	MARY ANSTADT	122.15
173705	09/26/2013	MAYRA ARIAS	20.00
173706	09/26/2013	GALLS INC. %GALLS RETAIL CA LOCK BOX	2,160.48
173707	09/26/2013	IRVINE PIPE & SUPPLY	1,706.33
173708	09/26/2013	IRVINE RANCH WATER DIST.	2,660.62
173709	09/26/2013	IRVINE RANCH WATER DIST. ATEP	315.14
173710	09/26/2013	J. HARMON CONSTRUCTION INC.	3,139.50
173711	09/26/2013	KELLY PAPER	41.69
173712	09/26/2013	KIMBALL OFFICE KIMBALL INT'L.	9,925.04
173713	09/26/2013	LAGUNA GRAPHIC ARTS, INC.	75.60
173714	09/26/2013	DIANE LEWIS	287.77
173715	09/26/2013	MARIE CLAIRE	12.00
173716	09/26/2013	MICHAEL LOWELL MC CORMICK	157.37
173717	09/26/2013	ANNA MINNIECE	5.31
173718	09/26/2013	MISSION AUTO EQUIP & LIFTS	473.76
173719	09/26/2013	MOULTON-NIGUEL WATER DIST.	14,985.96
173720	09/26/2013	NORTH STATE ENVIRONMENTAL	540.00
173721	09/26/2013	DIANE OAKS	104.84
173722	09/26/2013	OC Treasurer-Tax Collector	13,246.00
173723	09/26/2013	ORKIN PEST CONTROL 711	3,059.00
173724	09/26/2013	NORMAN S. WRIGHT/AIRELINK MECHANICAL EQUIPMENT, LLC	518.40
173725	09/26/2013	JOHN TIMBERLAKE	1,666.67
173737	09/26/2013	CDW GOVERNMENT, INC.	8,896.22
173738	09/26/2013	COLLEGESOURCE, INC.	88,125.00
173739	09/26/2013	DELL MARKETING L.P. C/O DELL USA L.P.	36,223.98
173740	09/26/2013	DIV. OF THE STATE ARCHITECT STATE OF CALIFORNIA	1,824.68
173741	09/26/2013	ENVRIO COMPLIANCE SOLUTIONS INC	1,587.00
173742	09/26/2013	H2 ENVIRONMENTAL CONSULTING SERVICES, INC.	5,895.00
173743	09/26/2013	NEUDESIC, LLC	60,707.00
173744	09/26/2013	PRECISION PLUMBING	12,907.60
173745	09/26/2013	QUEST ENERGY GROUP, LLC	3,000.00
173746	09/26/2013	REPRO XPRESS	156.35

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Check Number	Check Date	Pay to the Order of	Check Amount
173747	09/26/2013	STRATA INFORMATION GROUP	11,885.28
173748	09/27/2013	AT&T	550.82
173749	09/27/2013	AT&T	1,638.99
173750	09/27/2013	SAMUEL FRENCH	700.00
173751	09/27/2013	W. W. GRAINGER	1,156.04
173752	09/27/2013	PACIFIC PARKING SYSTEMS, INC.	1,308.25
173753	09/27/2013	JIM PHANEUF	167.97
173754	09/27/2013	RIDDELL ALL AMERICAN	257.68
173755	09/27/2013	S & B FOODS CATERING DIVISION	48.60
173756	09/27/2013	S & B FOODS CATERING DIVISION	33.43
173757	09/27/2013	S & B FOODS CATERING DIVISION	355.54
173758	09/27/2013	SEHI PROCOMP COMPUTER PRODUCTS	1,519.60
173759	09/27/2013	SHRED-IT USA-SAN DIEGO	112.88
173760	09/27/2013	SMART & FINAL	9.27
173761	09/27/2013	SMART LEVELS MEDIA	135.00
173762	09/27/2013	TECHNICAL MAINTENANCE SUPPORT	750.00
173763	09/27/2013	WALTERS WHOLESALE ELECTRIC	645.63
173764	09/30/2013	KCACTF, EDUCATION OFFICE KENNEDY CENTER	1,350.00
173765	09/30/2013	W. W. GRAINGER	837.65
173766	09/30/2013	PAYAM-E-ASHENA	250.00
173767	09/30/2013	PBS DISTRIBUTION, LLC	25.34
173768	09/30/2013	POCKET NURSE ENTERPRISES, INC.	25.60
Unpaid Sales Tax			2.05
Expensed Amount			27.65
173769	09/30/2013	RICOH AMERICAS CORP	74.55
173770	09/30/2013	S & B FOODS CATERING DIVISION	100.60
173771	09/30/2013	TURF TIRE DISTRIBUTORS	470.66
173772	09/30/2013	XEROX EDUCATION SERVICES, INC.	175.50
173773	09/30/2013	AT & T MOBILITY	13.68
173774	09/30/2013	AT & T	68.26
173775	09/30/2013	AT & T	410.21
173776	09/30/2013	AT & T	70.66
173777	09/30/2013	AT & T	70.66
173778	09/30/2013	AT & T	70.66
173779	09/30/2013	AT&T	367.21
173780	09/30/2013	SAFEWAY, INC.	56.31
173781	09/30/2013	SMART & FINAL	239.11
173782	09/30/2013	SOUTHERN CALIFORNIA EDISON CO.	101,177.17
173783	10/01/2013	AARDVARK CLAY AND SUPPLIES	4,499.28
173784	10/01/2013	ADRENALIN SPORTS APPAREL DBA JOANN MARIE HYDER	2,647.94
173785	10/01/2013	AMARA AGUILAR	348.70
173786	10/01/2013	AIRGAS SAFETY, INC.	353.34
173787	10/01/2013	AIRGAS USA, LLC	751.56
173788	10/01/2013	ALLIEDBARTON SECURITY SERVICES	1,463.44
173789	10/01/2013	ART SUPPLY WAREHOUSE	126.72
173790	10/01/2013	ATKINSON, ANDELSON, LOYA, RUUD & ROMO	99,495.93
173791	10/01/2013	B & H PHOTO VIDEO REMITTANCE PROCESSING	2,480.00

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Check Number	Check Date	Pay to the Order of	Check Amount
			Unpaid Sales Tax 198.40
			Expensed Amount 2,678.40
173792	10/01/2013	BAKER & TAYLOR	14.45
173793	10/01/2013	BANG PRINTING	7,684.45
173794	10/01/2013	BLICK ART MATERIALS	490.26
173795	10/01/2013	CANON SOLUTIONS AMERICA, INC.	29.70
173796	10/01/2013	CAPP ASSOCIATES, INC. COMPUTERIZED ASSESSMENT AND	4,000.00
173797	10/01/2013	CARD INTEGRATORS CORPORATION DBA: CI SOLUTIONS	777.50
173798	10/01/2013	CAROLINA BIOLOGICAL SUPPLY	75.33
173799	10/01/2013	CCLC/CCCAA CONVENTION	25.00
173800	10/01/2013	CDW GOVERNMENT, INC.	1,042.77
173801	10/01/2013	CHEVRON AND TEXACO BUSINESS CARD SERVICES	2,167.79
173802	10/01/2013	CLARK SECURITY PRODUCTS	346.51
173803	10/01/2013	CONSOLIDATED ELECTRICAL DIST.	167.39
173804	10/01/2013	CR&R	380.76 *
Cancelled on 10/07/2013, Cancel Register # AP10072013			
173805	10/01/2013	CULLIGAN	109.35
173806	10/01/2013	DANA POINT YACHT MAINTENANCE	68.80
173807	10/01/2013	DELTA BIOLOGICALS	46.80
173808	10/01/2013	DAISY DERN	200.00
173809	10/01/2013	DIAMONDS SPORTS FIELD MAINTENANCE INC.	1,133.40
173810	10/01/2013	DISPLAYS 2GO	755.66
			Unpaid Sales Tax 46.66
			Expensed Amount 802.32
173811	10/01/2013	DRACAST INC.	2,456.66
173812	10/01/2013	DUNN-EDWARDS CORPORATION	73.87
173813	10/01/2013	EASTBAY TEAM SPORTS DEPT #5374	4,400.13
173814	10/01/2013	ARNETTE EDWARDS	300.00
173815	10/01/2013	EUROPRINT, INC.	1,729.08
173816	10/01/2013	EWING IRRIGATION PRODUCTS	225.28
173817	10/01/2013	FACILITY SERVICES PARTNERS	17,145.12
173818	10/01/2013	FEDERAL EXPRESS	19.07
173819	10/01/2013	FILEMAKER, INC	746.00
173820	10/01/2013	FISHER SCIENTIFIC	6,160.56
173821	10/01/2013	FRY'S ELECTRONICS	761.22
173822	10/01/2013	OFFICEMAX CONTRACT INC.	6,044.48
173823	10/01/2013	ALLSTEEL, INC.	1,634.54
173824	10/01/2013	SC ASSOCIATED STUDENT BODY	612.00
173825	10/01/2013	DANIEL SMITH, INC.	298.65
			Unpaid Sales Tax 23.90
			Expensed Amount 322.55
173826	10/01/2013	BCH WATERWORKS	135.00
173827	10/01/2013	DAIRY DEPOT	65.26
173828	10/01/2013	EXCHANGE	69.00
173829	10/01/2013	OFFICEMAX CONTRACT INC.	394.77
173830	10/01/2013	MT. SAN ANTONIO COLLEGE AQUATICS	385.00
173831	10/01/2013	NSSA	650.00
173832	10/01/2013	SAN CLEMENTE MUNICIPAL GOLF COURSE	342.00

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Check Number	Check Date	Pay to the Order of	Check Amount
173833	10/01/2013	SANTA ANA COLLEGE	150.00
173834	10/02/2013	COMFORT SUITES	1,024.60
173835	10/02/2013	AAA ELECTRIC MOTOR SALES	170.00
173836	10/02/2013	ALLIEDBARTON SECURITY SERVICES	1,579.76
173837	10/02/2013	ARAMARK UNIFORM SERVICES	381.42
173838	10/02/2013	ARROWHEAD DRINKING WATER	23.83
173839	10/02/2013	AIRPORT VAN RENTAL SOLUTIONS	353.22
173840	10/02/2013	BENNETT PRODUCTIONS UNLIMITED	3,751.00
173841	10/02/2013	BIO-RAD LABORATORIES, INC. LIFE SCIENCE GROUP	144.05
173842	10/02/2013	CCBCA ATTN: PAUL MOORE	115.00
173843	10/02/2013	CINTAS DOCUMENT MANAGEMENT	120.00
173844	10/02/2013	CINTAS DOCUMENT MANAGEMENT	120.00
173845	10/02/2013	CONSTELLATION NEWENERGY GAS DIVISION LLC	62,922.76
		BANK OF AMERICA	
173846	10/02/2013	DirecTV	109.99
173847	10/02/2013	DSE ARCHITECTURE, INC.	13,951.22
173848	10/02/2013	EASTBAY TEAM SPORTS DEPT #5374	3,656.69
173849	10/02/2013	EBERHARD EQUIPMENT	395.85
173850	10/02/2013	ESSENCE ENTERTAINMENT	1,175.00
173851	10/02/2013	EVIDENCE-BASED, INC	2,121.81
173852	10/02/2013	EWING IRRIGATION PRODUCTS	99.54
173853	10/02/2013	FEDERAL EXPRESS	19.07
173854	10/02/2013	FREEWAY AUTO SUPPLY	195.13
173855	10/02/2013	ADVANCED OFFICE SERVICES IMAGING PLUS	43.18
173856	10/02/2013	AUTONATION SHARED SERVICE CTR SOUTH CALIFORNIA	282.52
173857	10/02/2013	DANIEL SMITH, INC.	1,198.00
		Unpaid Sales Tax	95.84
		Expensed Amount	1,293.84
173858	10/02/2013	ANTIMITE TERMITE & PEST CONTROL	987.00
173859	10/02/2013	WELLS FARGO #3317	3,161.51
		Unpaid Sales Tax	115.31
		Expensed Amount	3,276.82
173860	10/02/2013	WELLS FARGO #4198	3,231.64
		Unpaid Sales Tax	9.22
		Expensed Amount	3,240.86
173861	10/02/2013	WELLS FARGO #3317	4,397.94
173862	10/02/2013	UC REGENTS BIRCH AQUARIUM AT SCRIPPS	322.00
173863	10/02/2013	W. W. GRAINGER	281.23
173864	10/02/2013	PACIFIC CLIPPINGS	59.00
173865	10/02/2013	PACIFIC PARKING SYSTEMS, INC.	3,273.00
173866	10/02/2013	PT AND C INC.	111.10
173867	10/02/2013	PARKWAY LAWNMOWER SHOP	596.40
173868	10/02/2013	PING CO.	1,824.00
173869	10/02/2013	POLISHED IMAGE	17.50
173870	10/02/2013	PORTABLE POWER SYSTEMS	877.25
		Unpaid Sales Tax	63.20
		Expensed Amount	940.45
173871	10/02/2013	PSI-PAYPHONE STATIONS INNOVAT.	315.00
173872	10/02/2013	RIO GRANDE ALBUQUERQUE THE BELL GROUP	317.84

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Check Number	Check Date	Pay to the Order of	Check Amount
		Unpaid Sales Tax	22.82
		Expensed Amount	340.66
173873	10/02/2013	ROBOTSHOP	529.50
		Unpaid Sales Tax	42.36
		Expensed Amount	571.86
173874	10/02/2013	S & B FOODS	131.54
173875	10/02/2013	S & B FOODS	913.41
173876	10/02/2013	SCANTRON CORPORATION	683.95
173877	10/02/2013	SCHOOL SPECIALTY	538.92
173878	10/02/2013	SEHI PROCOMP COMPUTER PRODUCTS	2,696.00
173879	10/02/2013	SMART LEVELS MEDIA	510.00
173880	10/02/2013	SO. COAST FIRE PROTECTION	363.48
173881	10/02/2013	SOUTHERN COUNTIES OIL DBA/SC FUELS	1,382.23
173882	10/02/2013	BACKHAND, LLC dba SOCIAL VACUUM & JANITORIAL	1,219.48
173883	10/02/2013	SPORTS FACILITIES GROUP, INC.	3,070.00
173884	10/02/2013	SPORTSPAGE	12,122.89
173885	10/02/2013	SPRINGSHARE, LLC	1,498.00
173886	10/02/2013	TURF TIRE DISTRIBUTORS	622.52
173887	10/02/2013	TUTTLE-CLICK FORD	159.62
173888	10/02/2013	WALTERS WHOLESALE ELECTRIC	94.61
173889	10/02/2013	CHRISTOPHER WILKINSON	67.07
173890	10/02/2013	JIM WRIGHT	55.99
173891	10/02/2013	RPM CONSULTANT GROUP	2,968.24
173892	10/04/2013	AT & T MOBILITY	32.51
173893	10/04/2013	AT&T	12.27
173894	10/04/2013	SAFEWAY, INC.	25.77
173895	10/04/2013	SMARTBEAR SOFTWARE, INC.	4,312.92
173896	10/04/2013	SOUTHERN CALIFORNIA EDISON CO.	3,649.54
173897	10/04/2013	SOUTHERN CALIFORNIA EDISON CO.	241.37
173898	10/04/2013	SMART & FINAL	896.26
173899	10/07/2013	ACBO ASSOCIATION OF CHIEF	285.00
173900	10/07/2013	ACHRO/EEO ATTN: RUTH CORTEZ	250.00
173901	10/07/2013	ACHRO/EEO ATTN: RUTH CORTEZ	200.00
173902	10/07/2013	AMERICAN EXPRESS TRAVEL RELATED SERVICES CO INC	4,980.90
173903	10/07/2013	ATKINSON, ANDELSON, LOYA, RUUD & ROMO	29.00
173904	10/07/2013	ATKINSON, ANDELSON, LOYA, RUUD & ROMO	29.00
173905	10/07/2013	JUAN AVALOS	513.31
173906	10/07/2013	DAVID BUGAY	66.95
173907	10/07/2013	CA SCHOOL EMPLOYEES ASSN CHAPTER 586	1,346.41
173908	10/07/2013	EMBASSY SUITES HOTEL MANDALAY BEACH RESORT	498.72
173909	10/07/2013	EMPLOYMENT ROUND TABLE OF SOUTHERN CALIFORNIA	99.00
173910	10/07/2013	EMPLOYMENT ROUND TABLE OF SOUTHERN CALIFORNIA	99.00
173911	10/07/2013	DEBRA L. FITZSIMONS	448.70
173912	10/07/2013	DR. CRAIG JUSTICE	800.90
173913	10/07/2013	STEVE LEE	120.37

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Check Number	Check Date	Pay to the Order of	Check Amount
173914	10/07/2013	MARK MINKLER	150.82
173915	10/07/2013	THE RP GROUP	500.00
173916	10/07/2013	FAWN TANRIVERDI	129.37
173917	10/07/2013	UI TECHNICAL SUBCOMMITTEE SANTA CLARA CO. OFF. OF ED.	35.00
173918	10/07/2013	UI TECHNICAL SUBCOMMITTEE SANTA CLARA CO. OFF. OF ED.	35.00
173919	10/07/2013	KATHLEEN WERLE	30.00
173920	10/07/2013	JAMES LAURIE	161.78
173921	10/07/2013	TEDDI LORCH	101.78
173922	10/07/2013	CABLEMASTERS	40,000.00
173923	10/07/2013	CDW GOVERNMENT, INC.	3,667.52
173924	10/07/2013	CITY OF TUSTIN ATTN: ACCOUNTS RECEIVABLE	550.00
173925	10/07/2013	CRESCENT STAFFING, INC.	6,480.00
173926	10/07/2013	CYLANCE, INC	7,000.00
173927	10/07/2013	ENAMIX, INC.	6,080.00
173928	10/07/2013	ENVIRON INTERNATIONAL CORP.	10,631.15
173929	10/07/2013	FUNDAMENT & ASSOCIATES, INC.	11,400.00
173930	10/07/2013	HALL & FOREMAN, INC.	1,000.00
173931	10/07/2013	HCTD., LLC c/o HUDSON PACIFIC PROPERTIES	22,750.00
173932	10/07/2013	LIONAKIS	13,628.50
173933	10/07/2013	NEUDESIC, LLC	78,411.00
173934	10/07/2013	NIMBLE CONSULTING	10,625.00
173935	10/07/2013	PARSONS BRINCKERHOFF, INC.	1,995.71
173936	10/07/2013	R2A ARCHITECTURE	46,000.00
173937	10/07/2013	REDISQ TECHNOLOGIES	3,960.00
173938	10/07/2013	RGP PLANNING & DEVELOPMENT SERVICES	9,647.10
173939	10/07/2013	SEGURA ASSOCIATES, INC.	1,045.00
173940	10/07/2013	STUTZ ARTIANO SHINOFF & HOLTZ A.P.C.	524.93
173941	10/07/2013	SYNERGY SOFTWARE SOLUTIONS	8,550.00
173942	10/07/2013	TODD ROBINSON	3,843.00
173943	10/07/2013	U.S. DEMOLITION, INC.	2,832.00
173944	10/07/2013	UNITED SITE SERVICES OF CALIFORNIA, INC.	1,637.28
173945	10/07/2013	CCCAOE	395.00
173946	10/07/2013	FULLERTON COLLEGE MT SAN ANTONIO COLLEGE	20.00
173947	10/07/2013	NATIONAL COLLEGIATE HONORS COUNCIL (NCHC)	375.00
173948	10/07/2013	SHAWN O'ROURKE	570.00
173949	10/07/2013	KAREN TAYLOR	635.00
173950	10/07/2013	W NEW ORLEANS	1,044.40
173951	10/07/2013	WELLS FARGO #1598	2,315.45
173952	10/07/2013	WELLS FARGO #1606	1,462.00
173953	10/08/2013	JOYCE BARTLOMAIN	12.40
173954	10/08/2013	DR. ROBERT BRAMUCCI	20.00
173955	10/08/2013	CHERYL DOBBIE	15.26
173956	10/08/2013	EUGENE DRAKE	15.26
173957	10/08/2013	SHAYLENE NICOLE GARBER	750.00
173958	10/08/2013	GRACE GARCIA	23.03

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

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Checks Dated 09/04/2013 through 10/08/2013

Check Number	Check Date	Pay to the Order of	Check Amount
173959	10/08/2013	AMANDA GRIVAS	500.00
173960	10/08/2013	H2 ENVIRONMENTAL CONSULTING SERVICES, INC.	1,485.00
173961	10/08/2013	HIGHER ONE INC.	69.60
173962	10/08/2013	HILTI	9,781.82
173963	10/08/2013	PIPS C/O KEENAN & ASSOCIATES	147,604.75
173964	10/08/2013	LAGUNA BALLET, INC.	2,714.00
173965	10/08/2013	LEE ARMSTRONG CO.	775.00
173966	10/08/2013	MC KESSON MEDICAL SURGICAL	331.31
173967	10/08/2013	OC TREASURER-TAX COLLECTOR	12,023.36
173968	10/08/2013	ORANGE COUNTY ELECTRIC, INC	4,753.75
173969	10/08/2013	MAKI ONO	1,300.00
173970	10/08/2013	ORCHARD SUPPLY HARDWARE	995.56
173971	10/08/2013	HOME DEPOT CREDIT SERVICES	6,915.84
173972	10/08/2013	W. W. GRAINGER	49.71
173973	10/08/2013	PACIFIC ART GLASS	53.21
173974	10/08/2013	LA NELL PEEBLES	19.95
173975	10/08/2013	JENNIFER PENNER	180.00
173976	10/08/2013	POCKET NURSE ENTERPRISES, INC.	70.75
		Unpaid Sales Tax	4.80
		Expensed Amount	75.55
173977	10/08/2013	PRAXAIR DISTRIBUTION	92.00
173978	10/08/2013	T. J. PRENDERGAST	64.99
173979	10/08/2013	QUICK CAPTION	1,265.00
173980	10/08/2013	DONNA RANE-SZOSTAK	60.46
173981	10/08/2013	ROYAL PLYWOOD CO., LLC	64.42
173982	10/08/2013	THE RP GROUP	350.00
173983	10/08/2013	S & B FOODS CATERING DIVISION	128.36
173984	10/08/2013	SCANTRON CORPORATION	49.38
173985	10/08/2013	CHARLES C. STILL SECURE LIVE SCAN	120.00
173986	10/08/2013	SED INTERNATIONAL, INC.	3,291.04
173987	10/08/2013	SEHI PROCOMP COMPUTER PRODUCTS	2,522.02
173988	10/08/2013	BLAKE STEPHENS	323.71
173989	10/08/2013	AMY SUPINGER dba SUPINGER STRATEGIES	1,800.00
173990	10/08/2013	TIM SWISS	92.18
173991	10/08/2013	TEST EQUIPMENT CONNECTION CORP	2,517.00
		Unpaid Sales Tax	188.00
		Expensed Amount	2,705.00
173992	10/08/2013	THEATRE HOUSE, INC.	110.25
173993	10/08/2013	ARACELI TRUJILLO	50.00
173994	10/08/2013	TRUSTWAVE HOLDINGS, INC.	1,650.00
173995	10/08/2013	UNITED SITE SERVICES OF CALIFORNIA, INC.	275.32
173996	10/08/2013	VISTA PAINT CORPORATE OFFICE	183.82
173997	10/08/2013	WARD'S NATURAL SCIENCE	209.87
173998	10/08/2013	WESTERN GRAPHICS PLUS, INC.	10,824.39
173999	10/08/2013	WESTMINSTER PRESS, INC.	6,789.31
174000	10/08/2013	MICHAEL E. WILSON	10,336.00
174001	10/08/2013	LISA WORKMAN	50.00
174002	10/08/2013	THE WALL STREET JOURNAL	446.47
174003	10/08/2013	AAA ELECTRIC MOTOR SALES	189.48

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

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Checks Dated 09/04/2013 through 10/08/2013

Check Number	Check Date	Pay to the Order of	Check Amount
174004	10/08/2013	AMERICAN ASSOCIATION OF COMMUNITY COLLEGES	15,047.00
174005	10/08/2013	ADCLUB ADVERTISING SERVICE	565.30
174006	10/08/2013	ADRENALIN SPORTS APPAREL DBA JOANN MARIE HYDER	3,391.74
174007	10/08/2013	AGUINAGA GREEN, INC.	221.40
174008	10/08/2013	AIRGAS USA, LLC	175.67
174009	10/08/2013	ARAMARK UNIFORM SERVICES	127.14
174010	10/08/2013	ASICS	35.60
174011	10/08/2013	ADVANTA ENERGY C/O AVIVA ENERGY CORP	800.00
174012	10/08/2013	AIRPORT VAN RENTAL SOLUTIONS	471.04
174013	10/08/2013	BAKER & TAYLOR	242.04
174014	10/08/2013	DENISE BLAIR	630.00
174015	10/08/2013	MARIA BLAIR	50.00
174016	10/08/2013	BLICK ART MATERIALS	73.51
174017	10/08/2013	BRODART CO.	55.05
174018	10/08/2013	KRISTEN BUSH	1,225.00
174019	10/08/2013	CALIFORNIA STAGE/LIGHTING, INC	806.80
174020	10/08/2013	CANON SOLUTIONS AMERICA, INC.	52.92
174021	10/08/2013	CLARK SECURITY PRODUCTS	964.98
174022	10/08/2013	MATTHEW CODDE	180.00
174023	10/08/2013	EDUCATION 4 WORK SUSAN M. COLEMAN	15,000.00
174024	10/08/2013	COMPUTER PROTECTION TECHNOLOGYCORPORATE OFFICE	2,320.00
174025	10/08/2013	COMPUTERLAND	133,207.00
174026	10/08/2013	COX COMMUNICATIONS	2,052.80
174027	10/08/2013	COX COMMUNICATIONS	10.29
174028	10/08/2013	COX COMMUNICATIONS	2,110.56
174029	10/08/2013	CR&R	3,870.76
174030	10/08/2013	EASTBAY TEAM SPORTS DEPT #5374	2,194.52
174031	10/08/2013	ARNETTE EDWARDS	180.00
174032	10/08/2013	FEDERAL EXPRESS	45.56
174033	10/08/2013	DR. LINDA FONTANILLA	6.11
174034	10/08/2013	FREEWAY AUTO SUPPLY	339.85
174035	10/08/2013	FREY SCIENTIFIC	10.88
174036	10/08/2013	FRY'S ELECTRONICS	350.65
174037	10/08/2013	OFFICEMAX CONTRACT INC.	6,473.96
174038	10/08/2013	GARY SABELLA	351.44
174039	10/08/2013	DANIEL SMITH, INC.	53.58
		Unpaid Sales Tax	4.29
		Expensed Amount	57.87
174040	10/08/2013	DAIRY DEPOT	75.35
174041	10/08/2013	ANTIMITE TERMITE & PEST CONTROL	65.00
		Total Number of Checks	1,162
			6,396,117.26

Includes checks for only Bank Account COUNTY

	Count	Amount
Cancel	2	10,549.67
Reissue	11	22,489.38
Net Issue		6,363,078.21

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

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Checks Dated 09/04/2013 through 10/08/2013

Check Number	Check Date	Pay to the Order of	Check Amount
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Fund Summary

Fund	Description	Check Count	Expensed Amount
01	General Fund	1,044	4,832,188.28
12	Child Development Fund	18	4,498.36
40	Capital Outlay Fund	77	1,104,159.76
68	Self-Insurance Fund	5	44,220.21
71	Retiree Benefit Fund	5	379,879.61
Total Number of Checks		1,149	6,364,946.22
Less Unpaid Sales Tax Liability			1,868.01
Net (Check Amount)			6,363,078.21

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

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Checks Dated 09/04/2013 through 10/08/2013

Check Number	Check Date	Pay to the Order of	Check Amount
010792	09/04/2013	ACADEMIC CHESS C/O ADAM BRODY	750.60
010793	09/04/2013	GREGORY J. ATWOOD THE GLASS SPECTRUM	363.34
010794	09/04/2013	CONNECTED WOMEN OF INFLUENCE	250.00
010795	09/04/2013	MAD SCIENCE OF ORANGE COUNTY	1,485.00
010796	09/04/2013	MATHOBOTIX	2,133.60
010797	09/04/2013	GLORIA FALTAS	125.00 *
Reissued on 09/04/2013			
010798	09/04/2013	GLORIA FALTAS	125.00
010799	09/05/2013	PETER COSMAKOS, LLC	8,967.30
010800	09/13/2013	ACADEMIC CHESS C/O ADAM BRODY	180.00
010801	09/13/2013	CAPISTRANO UNIFIED SCHOOL DISTRICT	6,151.00
010802	09/13/2013	EDUCATION TO GO	2,900.00
010803	09/13/2013	OFFICEMAX CONTRACT INC.	525.81
010804	09/20/2013	GREGORY J. ATWOOD THE GLASS SPECTRUM	116.66
010805	09/20/2013	KAYLAA FOX	619.40
010806	09/20/2013	ESTELLA CASTILLO-GARRISON	54.00
010807	09/20/2013	GOOD TIMES TRAVEL, INC.	10,062.00
010808	09/20/2013	DENISE LUDS	61.12
010809	09/20/2013	MATHOBOTIX	1,368.50
010810	09/20/2013	MEGAN MERDA	26.56
010811	09/20/2013	ARRON SEARCY	195.05
010812	09/20/2013	KELLEY SHERWOOD	43.79
010813	09/20/2013	SMART LEVELS MEDIA	338.62
010814	09/20/2013	SOUTHWEST OFFSET PRINTING CO.	16,980.51
010815	09/20/2013	SCOTT WOJACZYNSKI	32.27
010816	09/27/2013	COHEN-NAGLESTAD ENTERPRISES LLC	59.00
010817	09/27/2013	CONNECTED WOMEN OF INFLUENCE	269.00
010818	09/27/2013	EM SOFTWARE, INC.	200.00
010819	09/27/2013	KAYLAA FOX	50.00
010820	09/27/2013	MATHOBOTIX	2,175.60
010821	09/27/2013	XEROX CORPORATION	684.58
010822	10/07/2013	ESTELLA CASTILLO-GARRISON	41.25
010823	10/07/2013	OFFICEMAX CONTRACT INC.	192.03
010824	10/07/2013	SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT	119,279.91

Total Number of Checks	33	176,806.50
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Includes checks for only Bank Account SC-CMED

	Count	Amount
Reissue	1	125.00
Net Issue		176,681.50

Fund Summary

Fund	Description	Check Count	Expensed Amount
09	SC Community Education Fund	32	176,681.50
Total Number of Checks		32	176,681.50
Less Unpaid Sales Tax Liability			.00
Net (Check Amount)			176,681.50

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

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Checks Dated 09/04/2013 through 10/08/2013

Check Number	Check Date	Pay to the Order of	Check Amount
009166	09/17/2013	REBECCA MAY BRUBAKER	12.84
009167	09/17/2013	EDUCATION TO GO	1,088.75
009168	09/17/2013	EDUCATION TO GO GATLIN EDUCATION SERVICES	1,695.00
009169	09/17/2013	MAD SCIENCE OF ORANGE COUNTY	5,352.20
009170	09/17/2013	NR COMPUTER LEARNING CENTER	19,057.20
009171	09/17/2013	ORANGE COUNTY BUSINESS COUNCIL	245.00
009172	09/17/2013	MARK SEVI	1,012.50
009173	09/17/2013	TFP GROUP	5,715.00
009174	09/20/2013	MAD SCIENCE OF ORANGE COUNTY	2,237.20
009175	09/20/2013	NR COMPUTER LEARNING CENTER	95.40
009176	09/20/2013	OFFICEMAX CONTRACT INC.	108.46
009177	09/20/2013	TFP GROUP	5,896.00 *
Reissued on 09/20/2013			
009178	09/20/2013	TFP GROUP	5,896.00
009179	10/07/2013	EDUCATION TO GO	1,290.50
009180	10/07/2013	DOROTHY MORRISSEY	30.00
Total Number of Checks			15
			49,732.05

Includes checks for only Bank Account IVC-CMED

	Count	Amount
Reissue	1	5,896.00
Net Issue		43,836.05

Fund Summary

Fund	Description	Check Count	Expensed Amount
07	IVC Community Education Fund	14	43,836.05
Total Number of Checks		14	43,836.05
Less Unpaid Sales Tax Liability			.00
Net (Check Amount)			43,836.05

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

ESCAPE ONLINE

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TO: Board of Trustees
FROM: Gary L. Poertner, Chancellor
RE: SOCCCD: Gifts to the District and Foundations
ACTION: Approval

BACKGROUND

Pursuant to the California Education Code Section 72241 and Board Policy 3300, the Board of Trustees “receives and administers gifts to the District.” The division/school or office within the college receiving the donated item reviews all gifts.

STATUS

The gifts listed on EXHIBIT A have been reviewed by the appropriate district and college officials and have been determined to be of benefit to the receiving location.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees accept the donation(s) to the District and/or the Foundations listed on EXHIBIT A and further direct that its appreciation be appropriately conveyed to the donor(s).

DONATIONS
October 28, 2013

SADDLEBACK COLLEGE

Gift	Donated By:
7 Hardback and 3 Paperback Books	Michael Channing
iMac 24"	Jim Esparza

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: September/October 2013 Contracts

ACTION: Ratification

BACKGROUND

On January 16, 2007, the board authorized the Chancellor/designee to approve individual business contracts up to a maximum limit of \$100,000, with the following exceptions: contracts involving bid limits, the Chancellor/designee shall be limited to less than \$15,000 for public works projects and \$83,400 for equipment, supplies and maintenance projects. During September/October 2013, the following contracts were reviewed and approved by the Vice Chancellor of Business Services, following review by legal counsel, when appropriate.

CONTRACTOR NAME**CONTRACT AMOUNT**

McCallum Group, Inc. State Legislative Advocacy Agreement – To perform consulting and California State advocacy services, effective 10/1/13 – 9/30/15. District Services	\$96,000.00
S & K Engineers Agreement – To replace the Heating/Ventilation/AC system and provide engineering services in the Student Services Bldg. at Irvine Valley College. District Services	\$73,000.00
H2 Environmental Consulting Agreement – To perform hazardous materials monitoring at the Business / General Studies Bldg. at Saddleback College due to the fire. District Services	\$56,405.00
Presidio Networked Solutions Planning Phase Proposal Agreement – To perform an assessment of the District-wide Telephone Infrastructure as part of the Year 2 District-wide Network Refresh Basic Aid Project. District Services	\$55,500.00

Capitol Advocacy Partners Federal Legislative Advocacy Agreement – To perform consulting and Federal advocacy services, effective 10/1/13 – 9/30/14. District Services	\$42,000.00
Leland Saylor Associates Agreement – To perform independent cost estimating services of the Science Building. Saddleback College	\$36,150.00
Loomis Armored US, LLC Service Agreement – To pick up and deliver securely sealed or locked shipments from District Services, Saddleback College and IVC, effective 7/1/13 – 6/30/16. Three year contract; approx. \$8,400.00 / year, total contract amount is \$25,200.00. District Services	\$25,200.00
Environmental Planning Development Solutions, Inc. Consultant Agreement – To provide master development plan scoping, demolition oversight and general development related tasks at ATEP, effective 10/1/13 – 1/1/14. ATEP	\$25,000.00
Environmental Planning Development Solutions, Inc. Consultant Agreement – To provide environmental studies services for the T.A.S. Swing Space Project at Saddleback College. District Services	\$22,970.00
Vavrinek, Trine, Day & Co., LLP Independent Contractor Agreement – To perform a Fiscal Accountability Study, effective 10/1/13 – 12/31/13. District Services	\$15,000.00 (not to exceed)
Higher One, Inc. Amendment No. 1 Service Agreement – To extend the current term ending on October 1, 2013 to October 1, 2016 at a flat rate of \$5,000.00 per year. Total contract amount is \$15,000.00. Saddleback College	\$15,000.00
R2A Architecture Agreement – To provide architectural services for the T.A.S. Renovation Swing Space Project at Saddleback College. District Services	\$15,000.00

Precision Plumbing, Inc. Agreement – To repair the main shut off valve and main line at IVC. Irvine Valley College	\$12,907.60
Cylance Agreement – To perform a security audit of internal District firewalls. District Services	\$11,000.00
Nohemy Ornales Independent Contractor Agreement – To complete reports, conduct a Financial Aid Office audit and submit recommendations. Irvine Valley College	\$11,000.00
BKF Engineers, Surveyors, Planners Agreement – To perform survey services for the Pile and Caisson Survey Project and Demolition Project at ATEP. District Services	\$10,000.00
Child Development Training Consortium / Yosemite Community College District Instructional Agreement – To provide services to students, including reimbursement of tuition, tutoring, childcare expenses and textbooks. Saddleback College	\$9,300.00 (Revenue)
Segura & Associates Independent Contractor Agreement – For consultant services evaluating custodial department efficiency. Saddleback College	\$9,110.00
Evidence-Based, Inc. Independent Contractor Agreement – To provide background investigation services for employees. Saddleback College	\$8,000.00
Professional Personnel Leasing, Inc. Employment Services Agreement – Commission to vendor for employment services for 8/22/13 to 12/31/13, for obtaining a temporary Dean at Irvine Valley College. Commission calculated at 15% of monthly salary for the time period in which the temporary employee is employed at IVC. *Commission cost of 15% of monthly salary will continue to	\$7,964.77* (estimate to be paid)

Item Submitted By: *Dr. Debra L. Fitzsimons, Vice Chancellor, Business Services*

be paid if employee continues employment at IVC after 12/31/13. Irvine Valley College	
Child Development Training Consortium / Yosemite Community College District Instructional Agreement – To provide services to students, including reimbursement of tuition, tutoring, childcare expenses and textbooks. Irvine Valley College	\$7,500.00 (Revenue)
Essence Entertainment Independent Contractor Agreement – To provide contracted musicians for the IVC Instrumental 2013/2014 concert season. Irvine Valley College	\$7,500.00
Aegis Identity Software, Inc. Professional Services Agreement – To implement the CCC apply program. District Services	\$7,500.00
Liquid Amber Designs, Inc. Agreement – For repair of cabinet area at Veteran's Center. Irvine Valley College	\$7,252.09
Employment Development Department (EDD) Trade Act Educational Agreement – IVC will provide training for EDD client to complete a Certificate of Achievement in Real Estate for the period of 10/21/13 – 12/19/14. Irvine Valley College	\$7,230.00 (Revenue)
Computer Protection Technology Renewal Agreement – To provide District Data Center battery back-up for a 3 year term at \$2,320.00 per year. Total contract amount is \$6,960.00. District Services	\$6,960.00
Southland Industries Agreement – To replace hot water pump in Power House 3 and continue with infra-structure water systems and rebuild. Irvine Valley College	\$6,735.00
Bob Parrett Construction Agreement – To replace existing door and frame in VP Administration Office. Saddleback College	\$6,169.00

EMCOR Services Integrated Solutions Building Automation System Maintenance Agreement – For annual support software for IVC Heating/Ventilation/AC System. Irvine Valley College	\$5,356.00
Global Talent Booking (Ornett Coleman) Independent Contractor Agreement – To perform as a Jazz Day guest artist on February 8, 2014 in the McKinney Theatre. Saddleback College	\$5,000.00
Essence Entertainment Independent Contractor Agreement – To provide contracted dancers and choreographers to supplement the IVC dance performances for the 2013/2014 year. Irvine Valley College	\$5,000.00
R2A Architecture Agreement – To provide schematic redesign of the Behavioral Sciences Division offices in the Business and General Studies Bldg. Saddleback College	\$4,925.00
Economic Alternatives, Inc. Independent Contractor Agreement – To provide a water management program / water treatment program campus wide, effective 7/1/13 to 6/30/14. Irvine Valley College	\$4,515.00
SmartBear Alerts site Agreement – To upgrade existing services for remote monitoring of MySite and SmartSchedule usage. District Services	\$4,312.92
Alexander Leigh Independent Contractor Agreement – To act as rehearsal accompanist, pit/orchestra conductor and musician for the production of “Next to Normal”, December 6-15, 2013. Saddleback College	\$4,040.00
PENCO Engineering, Inc. Amendment No. 1 Agreement – To provide supplemental survey services for programming and schematic phase at the Technology & Applied Sciences Bldg. at Saddleback College. Total revised contract amount is \$14,063.00 District Services	\$3,817.00

City of Irvine Advertising Agreement – For placement of quarter page ad in 4 issues of the Inside Irvine magazine. Irvine Valley College	\$3,500.00
Precision Optical Independent Contractor / Consultant Agreement – To produce lab videos for the Quality Assurance of Precision Optics course. Irvine Valley College	\$2,776.00
Michael Matthews Independent Contractor Agreement – To perform duties as Composer / Sound Designer for production of “Dead Man’s Cell Phone” in the Studio Theatre October 18-27, 2013. Saddleback College	\$2,500.00
Scott Johnson Independent Contractor Agreement – To provide technical and lighting design services for the IVC production of “Footloose”. Irvine Valley College	\$2,000.00
Kent Helwig Independent Contractor Agreement – To perform vocal work on the IVC production of “Footloose”. Irvine Valley College	\$2,000.00
Enviro Compliance Solutions Inc. Agreement – To repair damaged navy groundwater monitoring wells at ATEP. District Services	\$1,587.00
Shaylene Garber Independent Contractor Agreement – To perform stage manager duties for the production of “Metamorphoses” running November 17-10, 2013 in the McKinney Theatre. Saddleback College	\$1,500.00
Maki Ono Independent Contractor Agreement – To perform on September 20, 2013 at IVC. Irvine Valley College	\$1,300.00
Siemens Industry Annual Maintenance Agreement – To provide service and replacement filter for deionized water system. Irvine Valley College	\$1,200.00

Segura Associates, Inc. Independent Contractor Agreement – To provide new fence and slope fiber rolls for the Avery Slope Project. Saddleback College	\$1,045.00
Lisa Gore Independent Contractor Agreement - To assist in technical theatre work for the IVC production of “Footloose”. Irvine Valley College	\$1,000.00
Alicia Blanquart Independent Contractor Agreement – To perform as a guest artist for the IVC Music concert on 9/29/13. Irvine Valley College	\$1,000.00
Samuel French Performance Agreement – To produce an amateur production of the play “Lend Me a Tenor” running 4/11/13 – 5/9/14 with a total of 8 performances. Irvine Valley College	\$800.00
Toni Helms Independent Contractor Agreement – To perform production and accompanist services for the IVC production of “Footloose”. Irvine Valley College	\$800.00
Ben Schachter Trio Independent Contractor Agreement – To perform at the McKinney Theatre on 9/30/13 at 7:30 pm. Saddleback College	\$750.00
William Mintz Independent Contractor Agreement – To perform in concert on 10-9-13 from 4:00 pm – 5:30 pm. Irvine Valley College	\$600.00
Amber Navran Independent Contractor Agreement – To perform “Moonchild” on February 9, 2014 in the McKinney Theatre. Saddleback College	\$600.00
Butte-Glenn Community College District Memorandum of Understanding – The California Community College Corporation is to provide a single point of contact for businesses, governmental agencies, associations and organizations to access training and workforce preparation services throughout California. Irvine Valley College	\$500.00

Amanda Grivas Independent Contractor Agreement – To provide technical theatre services for the IVC production of “Footloose”. Irvine Valley College	\$500.00
Golden State Laundry Systems Agreement – Emergency installation of new dryer to replace broken unit in the Athletics Department. Irvine Valley College	\$400.00
Wanderer Sound Independent Contractor Agreement – To play music and perform DJ services for Fear Festival 2013. Irvine Valley College	\$350.00 (ASIVC Funds)
Richard Cabrera Independent Contractor Agreement – To provide background investigation services for employees. Irvine Valley College	\$302.90
R.M. Systems, Inc. Agreement – For Fire Life Safety monitoring at IVC. Four month contract @ \$65.00/month, effective 7/1/13 to 10/31/13. Irvine Valley College	\$260.00
Scott Cokely Independent Contractor Agreement – To perform as an accompanist for the Fall 2013 Theatre Arts auditions, August 27-29, 2013. Saddleback College	\$240.00
Alliant Service Agreement – To assist non-insured employees with Marketplace healthcare reform questions. District Services	\$0.00
Saddleback Valley Unified School District MOU – To establish the High School Partnership program for SVUSD students. Saddleback College	\$0.00
Pepperdine University MOU Clinical Agreement – To provide clinical/internship experience to enhance student experiences in the Mental Health Sciences program. Irvine Valley College	\$0.00

California Community College Chancellor's Office Agreement – To provide default Prevention Initiative Services to reduce defaults by student borrowers. Saddleback College	\$0.00
AV Solutions Amendment No. 1 Agreement – To extend the term of the agreement from March 2, 2013 to August 30, 2014 to provide software controls and routing programs for the Performing Arts Building. There is no change in the total contract amount of \$36,100.00. Irvine Valley College	\$0.00
Saddleback Valley Unified School District MOU Agreement – To develop and implement an Early College Program for SVUSD high school students. Irvine Valley College	\$0.00
Fountain Valley Regional Hospital Affiliation Agreement - To provide clinical/internship experience to enhance student experiences in the Health Sciences program. Saddleback College	\$0.00
Western Medical Center – Santa Ana Affiliation Agreement - To provide clinical/internship experience to enhance student experiences in the Health Sciences program. Saddleback College	\$0.00

RECOMMENDATION

The Chancellor recommends that the Board of Trustees ratify the contracts as shown above.

TO: Board of Trustees

FROM: Gary Poertner, Chancellor

RE: Saddleback College: Grant Acceptance – Orange County Healthcare Career Transitions – Fast Track to Success (OCHC²T)
Grant Agreement # TC-25010-13-60-A-6

ACTION: **APPROVAL**

BACKGROUND

In June 2013, Saddleback College responded to a nationwide solicitation for applications to provide workforce development services under the United States Department of Labor's Trade Adjustment Assistance Community College and Career Training Grants Program (TAACCCT) – funding opportunity SGA/DFA PY-12-10. Saddleback College submitted a *single institution* application to serve as the project's lead applicant and fiscal agent. Saddleback College proposed a project that would streamline and enhance the college's current allied health training programs to address emerging career opportunities resulting from the Affordable Care Act. OCHC²T will prepare dislocated, TAA affected workers, and other adults for transition to meaningful employment in high demand allied health careers using an innovative health career readiness program and cutting-edge technology. The program will address sector specific basic skills through a contextualized approach to medical mathematics, professional communication, medical terminology, critical thinking, career transition planning, and study skills to enhance student success and improve retention and reduce time to completion of training.

STATUS

On September 18, 2013, Secretary of Labor Thomas E. Perez announced \$474.5 million in grants to community colleges and universities around the country for the development and expansion of innovative training programs in partnership with local employers. The Department of Labor notified Saddleback College of its intent to award its OCHC²T application, as further described in Exhibit A, \$2,749,999. On September 27, 2013 Saddleback College received written notice of the Department of Labor's intent to contract with Saddleback College via email containing an Award Execution Letter and Grant/Agreement Notification of Award/Obligation (Agreement # TC-25010-13-60-A-6) effective October 1, 2013 thru September 30, 2017.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees accept this award of \$2,749,999 from the United States Department of Labor Employment and Training Administration (CFDA17.282; Agreement # TC-25010-13-60-A-6)

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
UNIT APPLYING: SADDLEBACK COLLEGE**

- ☐ GRANT APPLICATION ABSTRACT
☒ GRANT ACCEPTANCE ABSTRACT
☐ GRANT RENEWAL ACCEPTANCE ABSTRACT
☐ REVISIONS TO ACCEPTANCE ABSTRACT

1. **PROJECT TITLE:** Orange County Health Care Career Transitions (OCHC²T) – Fast Track to Success
2. **PROJECT DIRECTOR:** Donna Rane-Szostak
3. **PROJECT ADMINISTRATOR:** Donna Rane-Szostak
4. **GRANTOR AGENCY:** United States Department of Labor
5. **FUNDING SOURCE:** Employment and Training Administration – Trade Assistance Act
6. **START AND END DATES OF PROJECT:** October 1, 2013 – September 30, 2017
7. **EXECUTIVE SUMMARY OF THE PROJECT (limit 125 words):**
8. In response to emerging career opportunities from Affordable Care Act, the Orange County Health Care Career Transitions (OCHC²T) program will prepare dislocated and TAA affected workers for transition to meaningful employment in high demand allied health careers deliver using an innovative Health Career Readiness program and cutting-edge technology. Grant funds will help to streamline and enhance current allied health training programs. The program will address sector specific basic skills through a contextualized approach to medical mathematics, professional communication, medical terminology, critical thinking, career transition planning, and study skills to enhance student success and improve retention and reduce time to completion of training. The health career readiness component will be available through traditional face-to-face methods as well as online, self-paced, modular instruction.

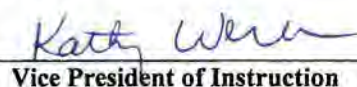
9. **SUMMARY BUDGET**

Grant Award	In Kind Matching	Indirect Costs	Project Total
2,749,999		229,167	2,749,999

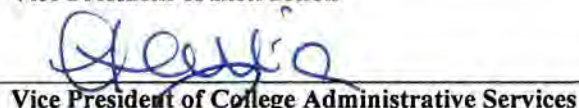
9. **APPROVALS**

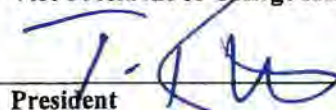

Division/School Dean

Chancellor


Vice President of Instruction

Vice Chancellor of Learning Services


Vice President of College Administrative Services


President

EXPENDITURES SUMMARY

The Expenditures Summary should follow the standard expenditure categories as used in the operating budget.

	GRANT (Amount)	MATCHING* (In-Kind/Actual)	SOURCE OF MATCH (Partnership/College/Vendor)
1000 Certificated Salaries	\$ 246,360		
2000 Classified Salaries	\$ 815,000		
3000 Benefits	\$ 382,982		
4000 Supplies	\$ 52,500		
5000 Contracted Services and Other Expenses	\$ 731,823		
6000 Capital Outlay	\$ 63,000		
Other Charges (e.g.: Indirect Costs)	\$ 458,334		
TOTALS	\$ 2,749,999		

*Matching Funds: "In-Kind" matching funds are usually allocations of existing personnel, space, supplies, and equipment.

PROJECT PERSONNEL (reflects the Expenditure Detail above)

<u>Positions</u>	<u>Full-Time</u>	<u>Part-Time</u>	<u>New</u>	<u>Existing</u>
1. Faculty	[X]	[X]	[X]	[X]
2. Classified	[X]	[X]	[X]	[X]

PARTNERSHIPS (if applicable)

Santa Ana Workforce Investment Board
 Orange County Workforce Investment Board
 Orange County Business Council
 Health Workforce Initiative
 Coastline Regional Occupational Program
 Several existing employer partners some of which include: St. Joseph's Health, Children's Hospital of Orange County, Fountain Valley Regional Hospital and Medical Center
 Vital Link

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: Saddleback College: Technology & Applied Sciences Building
Architectural Services - Amendment No. 1 for Increased Services

ACTION: Approval

BACKGROUND

On August 29, 2011, the Board of Trustees approved hiring gkkworks for the Saddleback College Technology & Applied Sciences (TAS) Building project for a fixed fee of \$685,000. The original agreement also provided for additional services, if necessary and a reimbursable allowance of \$25,000.

STATUS

Additional design services are required for the Saddleback College TAS Building project including architectural, electrical and structural design. gkkworks has agreed to provide the additional design for a fee of \$47,925. The reimbursable fees were omitted during the previous Board approval for the fixed fee amount of \$685,000.

Staff recommends approval of this contract amendment (EXHIBIT A) for \$47,925, and incorporation of the contract reimbursable fees at \$25,000 for a new contract total equaling \$757,925.

Funds for this amendment will continue to be available within the project budget after the requested adjustment is made to address the redistribution of basic aid dollars to the Saddleback Sciences Building. The approved project budget prior to the redistribution request equaled \$14,733,313. The amount after redistribution will be noted in next month's Facilities Report.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve Amendment No. 1 (EXHIBIT A) in the amount of \$47,925 and incorporation of the contract reimbursable fees at \$25,000 with gkkworks for the Saddleback College TAS Building project for a total fee of \$757,925.

**AMENDMENT NO. 1
TO ARCHITECTURAL SERVICES AGREEMENT
FOR
TECHNOLOGY & APPLIED SCIENCES BUILDING,
SADDLEBACK COLLEGE**

October 29, 2013

THIS AMENDMENT shall modify the original agreement dated September 28, 2011, by and between the South Orange County Community College District, hereinafter referred to as "DISTRICT," and gkkworks, 2355 Main Street, Suite 220, Irvine, California, 92614, hereinafter referred to as "CONSULTANT."

WHEREAS, Article III, paragraph B of the original agreement establishes that it may be amended in writing by mutual consent of both parties; and

WHEREAS, Article VIII, paragraph 1, establishes the compensation of the agreement at \$685,000 with a reimbursable allowance of \$25,000 for a total contract value of \$710,000, and

WHEREAS, the scope of services has increased to include additional architectural, electrical, and structural design.

NOW, THEREFORE, the Parties agree to modify the original agreement as follows:

Article VIII, of the agreement shall be modified as follows: The "DISTRICT" shall compensate the "CONSULTANT" for services described in the original agreement and services required for additional architectural and engineering services as follows:

Original Agreement	\$710,000.00
Amendment No. 1:	<u>\$ 47,925.00</u>

REVISED CONTRACT AMOUNT	\$757,925.00
--------------------------------	---------------------

IN WITNESS HEREOF, the Parties have executed this Amendment as of the date set forth above.

"DISTRICT"
South Orange County Community College District

"CONSULTANT"
gkkworks

By: _____
Dr. Debra L. Fitzsimons
Vice Chancellor, Business Services

By: _____
Matt Greiner
Project Executive

Date: _____

Date: _____

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Authorize the Increase of the Project Budget and the Execution and Delivery of Lease Leaseback Agreements for the Saddleback College Sciences Building Project

ACTION: Approval

BACKGROUND

On February 28, 2011, staff and legal counsel conducted a Board presentation on the Lease/Leaseback delivery method. On October 29, 2012, the Board of Trustees authorized a Preconstruction Services Agreement with C.W. Driver with the intent of entering into Lease/Leaseback Agreements. On February 25, 2013, the Board of Trustees approved adoption of resolution 13-04 authorizing execution and delivery of the Lease Leaseback Contracts and filing of validation action for the Saddleback College Sciences Building for a not to exceed price of \$43,200,000.

Lease/Leaseback projects are constructed pursuant to the provisions set forth in the Education Code section 81330 *et seq.*

STATUS

Pre-Construction activities included the constructability review and cost savings assessments while obtaining DSA approval on the final design. C.W. Driver solicited subcontractor bids in accordance with the low bid approach for a multiple prime trade award. District and college staff participated in this transparent bid process.

These efforts resulted in C.W. Driver submitting a Guaranteed Maximum Price (GMP) of \$53,844,044. Staff has determined that entering into the Lease Leaseback Agreements (EXHIBIT A) with C.W. Driver with a construction cost of \$49,878,484, a contractor contingency of \$2,478,475, and an errors and omissions contingency of \$1,487,085 for a total amount of \$53,844,044 will provide a best value on the Sciences Building project to the District.

The original project budget is capable of absorbing some of these additional costs but not all of them. To address this increase and the associated soft cost increase, staff recommends an increase to the Board approved project budget of \$58,835,000 by \$8,523,000 for a new project budget equaling \$67,358,000.

The college has requested a reallocation of funds previously approved for the TAS Building Project at Saddleback College through the Basic Aid Allocation Resource Committee (BAARC) for the full amount of \$8,523,000 and in accordance with AR3110. The TAS Building Project will have sufficient funds remaining for the design phase to proceed, which needs to occur before the construction phase. The replacement funds for the TAS Building Project will be requested first in the next basic aid allocation cycle. This recommendation to the Board of Trustees is included with the accompanying recommendation for the execution and delivery of the Lease Leaseback Agreements with C.W. Driver for a GMP of \$53,844,044 for the Saddleback Sciences Building Project.

District legal counsel has filed and litigated an appropriate validation action in the appropriate court. Legal counsel has also reviewed and approved the recommended Site Lease, Sublease and Construction Services Agreement.

Approval of this recommendation results in the funds for these services being available in the new project budget of \$67,358,000.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees authorize an increase of \$8,523,000 to the project budget by a transfer of basic aid funds previously assigned to the TAS Building Project at Saddleback College and authorize the execution and delivery of the Lease Leaseback Agreements (EXHIBIT A) with C.W. Driver for a GMP of \$53,844,044 for the Saddleback Sciences Building Project and a new total project budget of \$67,358,000.

SADDLEBACK SCIENCES BUILDING PROJECT
SUBLEASE AGREEMENT

Between

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

and

C. W. DRIVER

Dated as of October 29, 2013

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AGREEMENT – SUBLEASE, SCIENCES BUILDING, SADDLEBACK COLLEGE

This SUBLEASE AGREEMENT ("Sublease") is dated as of October 29, 2013 and is by and between the South Orange County Community College District, a community college district duly organized and existing under the laws of the State of California ("District"), and C. W. DRIVER, a privately held corporation and operating under the laws of the State of California ("Lessor").

RECITALS

WHEREAS, the District deems it essential for its own governmental purpose, to finance the construction and installation of certain improvements related to a life sciences building project as described in Exhibit "A" attached hereto (the "Project") and situated on the Saddleback College Campus site described in Exhibit "B" attached hereto (the "Site"); and

WHEREAS, pursuant to Section 81330 *et seq.* of the Education Code, the District may enter into leases and agreements relating to real property and buildings used by the District; and

WHEREAS, pursuant to Section 81335 of the Education Code, the District is leasing the Site to Lessor under a lease agreement dated the date hereof (the "Site Lease") attached hereto as Exhibit "C" in consideration of Lessor leasing and subleasing the Project and the Site to the District pursuant to the terms of this Sublease; and

WHEREAS, the District owns the Site and pursuant, to that certain Construction Services Agreement entered into by and between the District and Lessor of even date herewith (the "Construction Services Agreement") attached hereto as Exhibit "D," has prepared and adopted plans and specifications for the completion of the Project which have been approved pursuant to law as required by Section 81332 of the Education Code; and

WHEREAS, the District and Lessor agree to mutually cooperate now or hereafter, to the extent possible, in order to sustain the intent of this Sublease and the bargain of both parties hereto, and to provide Sublease Payments to be made on the dates and in the amount set forth herein.

WITNESSETH:

In consideration of the mutual covenants hereinafter set forth, the District and Lessor parties hereto agree as follows:

SECTION 1 DEFINITIONS.

Unless the context otherwise requires, the terms defined in this Section shall, for all purposes of this Sublease, have the meanings as herein specified.

- A. "Certificate of Acceptance and Notice of Completion" mean those certificates signed by a District Representative to the effect that the Project has been substantially completed.

- B. "Construction Costs" means any and all costs incurred by the Lessor with respect to the construction and equipping, as the case may be, of the Project, whether paid or incurred prior to or after the date hereof, including, without limitation, costs for Site preparation, the removal or demolition of existing structures, the construction of the Project and related facilities and improvements, and all other work in connection therewith and all costs of financing, including, without limitation, the cost of consultant, accounting and legal services, other expenses necessary or incident to determining the feasibility of the Project, contractors' and developers' overhead and supervisors' fees and costs directly allocable to the Project, all costs and expenses including any taxes or insurance premiums paid by the Lessor with respect to the Property, administrative and other expenses necessary or incident to the Project and the financing thereof (including reimbursement to any municipality, the District or other entity for expenditures made, with the approval of the District, for the Project).
- C. "Construction Services Agreement" means the Construction Services Agreement for construction of improvements on the Saddleback College Campus site by and between the District and the Lessor of even date herewith.
- D. "Contract Documents" means the Construction Services Agreement, this Sublease and the Site Lease.
- E. "District" means the South Orange County Community College District, a community college district duly organized and existing under the laws of the State of California.
- F. "Effective Date" shall mean the Project commencement date found in the Notice to Proceed for the Project in accordance with Section 5 of the Construction Services Agreement.
- G. "Event of Default" means one or more events of default as defined in Section 21 of this Sublease.
- H. "Guaranteed Maximum Price" or "GMP" means the Guaranteed Maximum Price established pursuant to Section 4 of the Construction Services Agreement.
- I. "Lessor" shall mean C. W. DRIVER, and its successors and assigns.
- J. "Prepayment Price" means the price to be paid by the District to exercise its option to purchase the Site and the Project prior to the natural termination of this Sublease, in accordance with the provisions of Section 26 herein.
- K. "Project" means the improvements and equipment to be constructed and installed by the Lessor, as more particularly described in Exhibit "A" attached hereto.
- L. "Site" means that certain parcel of real property and improvements thereon (if any) more particularly described in Exhibit "B" attached hereto.
- M. "Site Lease" means the Site Lease of even date herewith, by and between the District and the Lessor as set forth in Exhibit "C" attached hereto, together with any duly authorized and executed amendment thereto under which the District leases the Site to the Lessor.
- N. "Sublease" means this Sublease together with any duly authorized and executed amendment hereto.

- O. "Sublease Payment" means any payment required to be made by the District pursuant to Section 7 of this Sublease.
- P. "Sublease Prepayment" means any payment required to be made by the District pursuant to Section 26 of this Sublease.
- Q. "Term of this Sublease" or "Term" means the time during which this Sublease is in effect, as provided for in Section 3 of this Sublease.

SECTION 2 SUBLEASE.

Lessor hereby leases and subleases to District, and District hereby leases and subleases from Lessor the Project and the Site, including any real property improvements now or hereafter affixed thereto in accordance with the provisions herein for the full term of this Sublease. The leasing by the Lessor to the District of the Site shall not effect or result in a merger of the District's leasehold estate pursuant to this Sublease and its fee estate as lessor under the Site Lease, and the Lessor shall continue to have and hold a leasehold estate in said Site pursuant to the Site Lease throughout the term thereof and the term of this Sublease.

SECTION 3 TERM OF THE SUBLEASE.

The terms and conditions of this Sublease shall become effective upon issuance of a Notice to Proceed. The term of the Sublease shall terminate upon the completion of the Project and payment of the last Sublease Payment, unless sooner terminated as hereinafter provided.

- A. Termination of Term. Except as otherwise provided, the Term of this Sublease shall terminate upon the earliest of any of the following events:
 - 1. An Event of Default and the Lessor's election to terminate this Sublease pursuant to the provisions of Sections 21 and 22, hereof;
 - 2. The arrival of the last day of the Term of this Sublease and payment of all Sublease Payments hereunder; or
 - 3. The exercise of the District's option under Section 26 hereof.

SECTION 4 REPRESENTATIONS, WARRANTIES AND COVENANTS OF DISTRICT.

The District represents and warrants to Lessor that:

- A. District is a public community college district, duly organized and existing under the Constitution and laws of the State of California with authority to enter into this Sublease and to perform all of its obligations hereunder;
- B. District's governing body has duly authorized the execution and delivery of this Sublease and further represents and warrants that all requirements have been met and procedures followed to ensure its enforceability;

- C. The execution, delivery and performance of this Sublease does not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement or instrument to which District is a party by which it or its property is bound;
- D. There is no pending or, to the knowledge of District, threatened action or proceeding before any court or administrative agency which will materially adversely affect the ability of District to perform its obligations under this Sublease;
- E. The Project and the Site are essential to District in the performance of its governmental functions and their estimated useful life to the District exceeds the term of this Sublease;
- F. District shall take such action as may be necessary to include all Sublease Payments in its annual budget and annually to appropriate an amount necessary to make such Sublease Payments;
- G. District shall not abandon the Site for the use for which it is currently required by District and, to the extent permitted by law, District shall not seek to substitute or acquire property to be used as a substitute for the uses for which the site is maintained under the Sublease; and
- H. District shall not allow any Hazardous Substances (as such term is defined in the Site Lease and limited by that which shall be disclosed by the District prior to the Project commencement date in the Notice to Proceed) to be used or stored on, under or about the Site.

SECTION 5 REPRESENTATIONS AND WARRANTIES OF LESSOR.

Lessor represents and warrant to District that:

- A. Lessor is duly organized in the State of California, and in good standing as a corporation under the laws of the State of California, with full corporate power and authority to lease and own real and personal property;
- B. Lessor has full power, authority and legal right to enter into and perform its obligations under this Sublease, and the execution, delivery and performance of this Sublease has been duly authorized by all necessary corporate actions on the part of Lessor and does not require any further approvals or consents;
- C. The execution, delivery and performance of this Sublease does not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement or instrument to which Lessor is a party by which they or their property is bound;
- D. There is no pending or, to the knowledge of Lessor, threatened action or proceeding before any court or administrative agency which will materially adversely affect the ability of Lessor to perform their obligations under this Sublease; and
- E. Lessor will not mortgage or encumber the Site or the Sublease or assign this Sublease or their rights to receive Sublease Payments hereunder, except as permitted herein.

SECTION 6 CONSTRUCTION/ACQUISITION.

- A. District has entered into a Construction Services Agreement and a Site Lease with Lessor in order to acquire and construct the Project. The cost of the construction and installation of the Project is determined by the GMP as set forth in Section 4 of the Construction Services Agreement.
- B. In order to ensure that moneys sufficient to pay all costs will be available for this purpose when required, District shall maintain on deposit, and shall annually appropriate funds sufficient to make all Sublease Payments which become due to Lessor under this Sublease Agreement.

SECTION 7 SUBLEASE PAYMENTS.

- A. District shall pay Lessor lease payments (the "Sublease Payments") as provided by the Construction Services Agreement. In no event shall the sum of the Sublease Payments due hereunder exceed the GMP as it may be revised by the District from time to time in accordance with the provisions set forth in the Construction Services Agreement. The Sublease Payments shall be adjusted to reflect any adjustment to the GMP agreed to in writing by the District and the Contractor. The District shall have no obligation to make Sublease payments hereunder in the event the Effective Date of this Sublease does not occur as a result of District's inability to issue a Notice to Proceed.
- B. Should the District fail to pay any part of the Sublease Payments not otherwise excused pursuant to this Section or Section 9 hereof, or otherwise questioned or challenged by the District pursuant to the Construction Services Agreement, within twenty-five (25) business days from the due date thereof, the District shall, upon Lessor's written request, pay interest on such delinquent payment from the date said payment was due until paid at the rate of ten percent (10%) per annum or the maximum legal rate, whichever is less. The obligation of the District to pay Sublease Payments hereunder shall constitute a current expense of the District and shall not in any way be construed to be a debt of the District in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the District, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or moneys of the District.
- C. In the event that the District exercises its option under Section 26(B) below, and purchases the Project by paying the Prepayment Price, the District's obligations under this Sublease, including but not limited to the District's obligation to pay Sublease Payments under this Section, shall thereupon cease and terminate.
- D. Except as specifically provided in this Section and in Section 9 hereof or as otherwise provided by law, the obligation of the District to make Sublease Payments when due and payable hereunder will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, abatement or recoupment for any reason whatsoever.

SECTION 8 FAIR RENTAL VALUE.

Sublease Payments shall be paid by District in consideration of the right of possession of, and the continued quiet use and enjoyment of, the Project and the Site during the lease. The parties hereto have agreed and determined

that such total rental is not in excess of the fair rental value of the Project and the Site. In making such determination, consideration has been given to the fair market value of the Project and the Site, other obligations of the parties under this Sublease (including but not limited to costs of maintenance, taxes and insurance), the uses and purposes which may be served by the Project and the Site and the benefits therefrom which will accrue to the District and the general public, the ability of the District to make additions, modifications and improvements to the Project and the Site which are not inconsistent with the Construction Services Agreement (Exhibit "D" hereof) and which do not interfere with the Lessor's work on the Project and the Site.

SECTION 9 SUBLEASE ABATEMENT.

In addition to delay of Sublease Payments provided in Section 7, above, Sublease Payments due hereunder with respect to the Project and the Site shall be subject to abatement prior to the commencement of the use of the Project and the Site by the District or during any period in which, by reason of material damage to or destruction of the Project or the Site, there is substantial interference with the use and right of possession by the District of the Project and the Site or any substantial portion thereof. For each potential incident of substantial interference, decisions to be made on i) whether or not abatement shall apply; ii) the date upon which abatement shall commence; iii) the applicable portion of Sublease Payments to be abated and; iv) the concluding date of the particular abatement shall all be subject to determinations by the District. The amount of Sublease abatement shall be such that the Sublease Payments paid by the District during the period of Project and Site restoration do not exceed the fair rental value of the usable portions of the Project and Site. In the event of any damage or destruction to the Project or the Site, this Sublease shall continue in full force and effect.

SECTION 10 USE OF SITE AND PROJECT.

During the term of this Sublease, Lessor shall provide the District with quiet use and enjoyment of the Site without suit, or hindrance from Lessor or their assigns, provided District is in compliance with its duties under this Sublease. District will not use, operate or maintain the Site or Project improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Sublease. District shall provide all permits and licenses, if any, necessary for the operation of the Project and Site. In addition, the District agrees to comply in all respects (including, without limitation, with respect to the time, maintenance and operation of the Project and Site) with laws of all jurisdictions in which its operations involving the Project and Site may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the Site or the Project; provided, however, that District may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not, in the opinion of Lessor, adversely affect the estate of Lessor in and to the Site or the Project or its interest or rights under this Sublease. Lessor acknowledges that at any time during the term of this Sublease, District may access the Site to conduct District business. Lessor acknowledges and agrees to the District's use or occupation of the Site, so long as such use or occupation does not unreasonably interfere with construction of the Project. Upon substantial completion of the Project or severable portions hereof, the Lessor shall provide the District with quiet use and enjoyment of the Site without suit or hindrance from the Lessor or its assigns, subject to reasonable interference from ongoing construction operations on any remaining portion of the Site under construction by the Lessor.

SECTION 11 LESSOR'S INSPECTION/ACCESS TO THE SITE.

District agrees that Lessor and any of Lessor's representatives shall have the right at all reasonable times to enter upon the Site or any portion thereof to construct and improve the Project, to examine and inspect the Site and the Project and to exercise its remedies pursuant to the section in this Sublease entitled "Remedies on Default." District further agrees that Lessor and any of Lessor's representatives shall have such rights of access to the Site as may be reasonably necessary to cause the proper maintenance of the Site and the Project in the event of failure by District to perform its obligations hereunder.

SECTION 12 PROJECT ACCEPTANCE.

District shall acknowledge final inspection and completion of the Project by executing a Certificate of Acceptance and recording a Notice of Completion. The validity of this Sublease will not be affected by any delay in or failure of completion of the Project.

SECTION 13 ALTERATIONS AND ATTACHMENTS.

All permanent additions and improvements that are made to the Project shall belong to and become the property of Lessor, subject to the provisions of this Sublease and Sections 25 and 26 hereof. Separately identifiable attachments added to the Project by the District shall remain the property of the District. At Lessor's request, the District agrees to remove the attachments and restore the Project to substantially as good condition as when acquired and constructed, normal wear and tear excepted, in the event of failure by the District to perform its obligations hereunder.

SECTION 14 INTENTIONALLY DELETED.

SECTION 15 UTILITIES.

Unless otherwise so specified in the Construction Services Agreement, District shall, in its own name, contract for and pay the expenses of all utility services required for the Project once constructed and Site, such utilities, including but not limited to, all air conditioning, heating, electrical, gas, water, and sewer units. The District shall be liable for payment as well as maintenance of all utility services received.

SECTION 16 INTENTIONALLY DELETED.

SECTION 17 INTENTIONALLY DELETED.

SECTION 18 INTENTIONALLY DELETED.

SECTION 19 TAXES.

District shall keep the Project and the Site free and clear of all levies, liens, and encumbrances and shall pay all license fees, registration fees, assessments, charges, and taxes (municipal, state, and federal) if applicable, which may now or hereafter be imposed upon the ownership, leasing, renting, sale, possession, or use of the Project and the Site, excluding, however, all taxes on or measured by Lessor's income.

SECTION 20 INTENTIONALLY DELETED.

SECTION 21 EVENTS OF DEFAULT.

The term "Event of Default," as used in this Sublease means the occurrence of any one or more of the following events:

- A. The District fails to make any unexcused Sublease Payment (or any other payment) within fifteen (15) days after the due date thereof or the District fails to perform or observe any other covenant, condition or agreement to be performed or observed by it hereunder and such failure to either make the payment or perform the covenant, condition or agreement is not cured within ten (10) days after written notice thereof by Lessor;
- B. The Lessor discovers that any statement, representation or warranty made by the District in this Sublease, or in any document ever delivered by the District pursuant hereto or in connection herewith is misleading or erroneous in any material respect;
- C. The District becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the of creditors, applies or consents to the appointment of a receiver, trustee, conservator or liquidator of the District or of all or a substantial part of its assets, or a petition for relief is filed by the District under federal bankruptcy, insolvency or similar laws.

SECTION 22 REMEDIES ON DEFAULT.

Upon the happening of any Event of Default, Lessor may exercise remedies set forth below; provided, however, that notwithstanding anything herein to the contrary, there shall be no right under any circumstances to accelerate the Sublease Payments or otherwise declare any Sublease Payments not then in default to be immediately due and payable. The District shall continue to remain liable for the payment of Sublease Payments and damages for breach of this Sublease and the performance of all conditions herein such Sublease Payments and

damages shall be payable to Lessor at the time and in the manner set forth in subsections (A) and (B) of this Section:

- A. In the event that Lessor does not elect to terminate this Sublease pursuant to subsection (B) below, the District agrees to and shall remain liable for the payment of Sublease Payments and the performance of all conditions herein and shall reimburse Lessor for the full amount of the Sublease Payments to the end of the Sublease term.
- B. In the event of termination of this Sublease by Lessor at its option and in the manner hereinafter provided on account of default by the District, the District shall pay Lessor Sublease Payments then owing for past Sublease Payments due and not paid, compensation on the basis of time and materials for all labor, materials and services provided up to the date of Lessor's termination of the Sublease. Neither notice to pay Sublease Payments or to deliver up possession of the Project and the Site given pursuant to law nor any proceeding in unlawful detainer taken by Lessor shall of itself operate to terminate this Sublease. In the event of any such litigation between the parties, the parties shall pay for their respective costs incurred, including attorneys' fees.

No right or remedy herein conferred upon or reserved to Lessor is exclusive of any other right or remedy herein, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time; provided, however, that notwithstanding any provisions to the contrary herein, Lessor shall not under any circumstances have the right to accelerate the Sublease Payments that fall due in future Sublease periods or otherwise declare any Sublease Payments not then in default to be immediately due and payable.

SECTION 23 NON-WAIVER.

No covenant or condition to be performed by District or Lessor under this Sublease can be waived except by the written consent of the other party. Forbearance or indulgence by District or Lessor in any regard whatsoever shall not constitute a waiver of the covenant or condition in question. Until complete performance by the District or Lessor of said covenant or condition, the other party shall be entitled to invoke any remedy available to it under this Sublease or by law or in equity despite said forbearance or indulgence.

SECTION 24 ASSIGNMENT.

Without the prior written consent of the Lessor, which consent shall not be unreasonably withheld, the District shall not (a) assign, transfer, pledge, or hypothecate this Sublease, the Project and the Site, or any part thereof, or any interest therein, or (b) sublet or lend the use of the Project or any part thereof, except as authorized by the provisions of the California Civic Center Act, Education Code section 38130 *et seq.* However, District may lease, license or otherwise allow use or occupation of the Site for third party use so long as such use or occupation does not unreasonably interfere with construction of the Project. Consent to any of the foregoing prohibited acts

applies only in the given instance and is not a consent to any subsequent like act by the District or any other person. The Lessor shall not assign its obligations under this Sublease with the exception of their obligation to issue default notices and to convey or reconvey their interest in the Project and Site to the District upon full satisfaction of the District's obligations hereunder; however, the Lessor may assign their right, title and interest in this Sublease, the Sublease Payments and other amounts due hereunder and the Project in whole or in part to one or more assignees or subassignees at any time upon written notice to the District. No assignment shall be effective as against the District unless and until the District is so notified in writing. The District shall pay all Sublease Payments due hereunder pursuant to the direction of Lessor or the assignee named in the most recent assignment or notice of assignment. During the Sublease term, the District shall keep a complete and accurate record of all such assignments. Subject always to the foregoing, this Sublease inures to the benefit of, and is binding upon, the heirs, legatees, personal representatives, successors, and assigns of the parties hereto.

SECTION 25 OWNERSHIP.

The Project is and shall at all times be and remain the sole and exclusive property of the Lessor, and the District shall have no right, title, or interest therein or thereto except as expressly set forth herein. During the Term of this Sublease Agreement, the District shall hold title to the Site and obtain title to the Project from the Lessor, and any and all additions which comprise fixtures, repairs, replacements or modifications thereof, as construction progresses and lease payments are made to Lessor. During the term of this Sublease Agreement, the Lessor shall have a leasehold interest in the Site pursuant to the Site Lease. If the District prepays the Sublease Payments in full pursuant to Section 27 hereof or otherwise pays all Sublease Payments, all remaining right, title and interest of the Lessor, if any, in and to the Project and the Site, shall be fully transferred to and vested in the District. Title shall be transferred to and vested in the District hereunder without the necessity for any further instrument of transfer. At the termination of this Sublease Agreement, title to the Site, and any improvements constructed thereon shall vest in the District.

SECTION 26 SUBLEASE PREPAYMENTS/PURCHASE OPTION.

- A. Sublease Prepayments. At any time during the term of this Sublease, the District may, upon the request of the Lessor or on upon its own initiative, make Sublease Prepayments to the Lessor. No Sublease Prepayments requested by the Lessor may be made by the District in an amount not to exceed the aggregate true cost to the Lessor of the work on the Project completed to the date the Lessor submits the request for a Sublease Prepayment less the aggregate amount of: (1) all Sublease Payments previously made by the District to the Lessor; (2) all Sublease Prepayments previously made by the District to the Lessor; (3) all amounts previously retained pursuant to Section 26(A)(3), below, from Sublease Prepayments previously made by the District to the Lessor (unless the Lessor shall have previously substituted securities for such retained amounts pursuant to Section 26(A)(3)); and (4) the Retention for such Sublease Prepayment pursuant to Section 26(A)(3). Lessor must submit evidence that the conditions precedent set forth in Section 26(A)(1), below, have been met. In the event District elects to make Sublease Prepayments, the Prepayment Price, contemplated in Section 26(B), below, shall be adjusted accordingly.

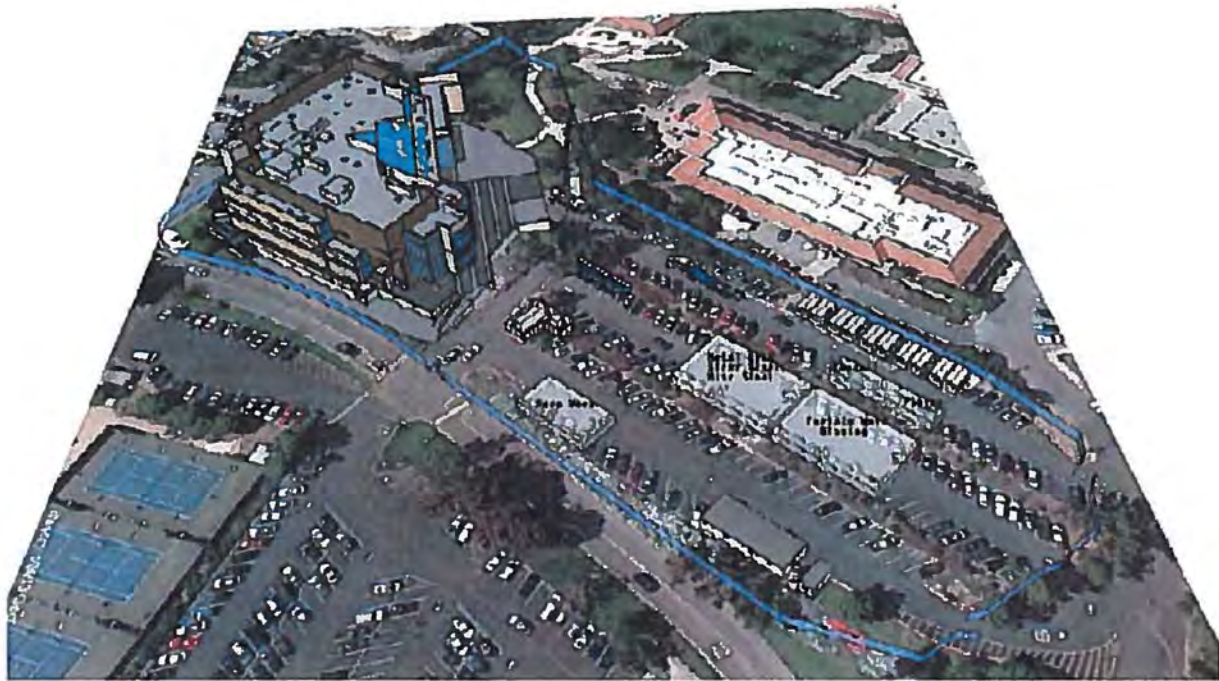
1. The following are conditions precedent to any Sublease Prepayments made to the Lessor pursuant to a request of the Lessor:
 - a. Satisfactory progress of the Construction pursuant to the time schedule required pursuant to Section 10(E) of the Construction Services Agreement (the "Time Schedule") shall have been made as determined in Section 26 (A)(2), below.
 - b. Lessor shall also submit to the District (i) duly executed conditional lien releases and waivers (in the form provided in California Civil Code Section 3262) from the Lessor and all Subcontractors, consultants and other persons retained by the Lessor in connection with the Project, whereby such persons conditionally waive all lien and stop notice rights against the District, the Project and the Project site with respect to the pending Sublease Prepayment to be made by the District, (ii) duly executed unconditional lien releases and waivers (in the form provided in California Civil Code Section 3262) from the Lessor and all subcontractors, consultants and other persons retained by the Lessor in connection with the Project, whereby such persons unconditionally and irrevocably waive all lien and stop notice rights against the District, the Project and the Project site with respect to all previous Sublease Prepayments made by the District, and (iii) any other items that the Lessor may be required to collect and distribute to the District pursuant to the terms and provisions of the Construction Services Agreement. Lessor shall promptly pay all amounts due to each subcontractor, consultant and other person retained by Lessor in connection with the Project no later than ten (10) days after Lessor's receipt of a Sublease Prepayment from the District.
 2. The determination of whether satisfactory progress of the Construction pursuant to the Time Schedule has occurred shall be made by the inspector hired by the District pursuant to Section 24 of the Construction Services Agreement. If the District's inspector determines that pursuant to the Time Schedule, the work required to be performed, as stated in the Lessor's Sublease Prepayment request has not been substantially completed, the Lessor shall not be eligible to receive the requested Sublease Prepayment.
 3. The District shall retain an amount equal to five percent (5%) of each Sublease Prepayment ("Retention") made at Lessor's request, unless said Retention is modified pursuant to Section 20 of the Construction Provisions. Lessor shall have the right, as delineated in Section 35 of the Construction Services Agreement, to substitute securities for any Retention withheld by the District, pursuant to the provisions of Public Contract Code section 22300. At any time after fifty percent of the work has been completed, if the Governing Board of the District finds that satisfactory progress is being made, it may make any of the remaining Sublease Prepayments in full.
- B. Purchase Option. If the District is not in default hereunder, the District shall be granted options to purchase not less than all the Project in as-is condition. The Prepayment Price at any given time shall be

EXHIBIT A
Description of Project

The new Saddleback College Science Building is a type II-B, steel framed, three-story building, approximately 81,000 square feet with pile foundation, site retaining walls, glass / plaster / composite-panel exterior, built-up roof, automatic sprinkler system and extensive laboratories accommodations. There are site improvements, central plant modifications, and a masonry observatory.

Exhibit B
Description of Site

Project site is located at 28000 Marguerite Parkway, Mission Viejo, CA 92692, shall include that area identified as lot 5 at the Saddleback College in the South Orange County Community College District and as shown below:



an amount equal to the GMP, as it may be revised from time to time, less the sum of any Sublease Payments and/or Sublease Prepayments made by the District prior to the date on which the District elects to exercise its option under this Section.

SECTION 27 RELEASE OF LIENS.

- A. Notwithstanding Section 26, upon District executing a Certificate of Acceptance and filing a Notice of Completion on the Project, as such term is defined herein and in the Construction Services Agreement, Lessor or its assignee and the District shall release Lessor's leasehold interest in Project and the Site. However, District shall retain any and all claims and or warranties it may have under the Construction Services Agreement.
- B. Lessor shall authorize, execute and deliver to the District all documents reasonably requested by the District to evidence (i) the release of any and all liens created pursuant to the provisions of this Sublease and the Site Lease, and (ii) any other documents required to terminate the Site Lease and this Sublease.

SECTION 28 TERMINATION OF CONSTRUCTION SERVICES AGREEMENT.

In the event the Construction Services Agreement is terminated pursuant to the provisions contained therein, this Sublease shall immediately terminate.

SECTION 29 SEVERABILITY.

If any provision of this Sublease shall be held invalid or unenforceable by a court of competent jurisdiction, such holdings shall not invalidate or render unenforceable any other provision of this Sublease, unless elimination of such provision materially alters the rights and obligations embodied in this Sublease.

SECTION 30 INTEGRATION/MODIFICATION.

This Sublease constitutes the entire agreement between Lessor and the District as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered herein, and it shall not be amended, altered, or changed except by a written agreement signed by the parties hereto.

SECTION 31 NOTICES.

Services of all notices under this Sublease shall be sufficient if given personally or mailed to the party involved at its respective address hereinafter set forth or at such address as such party may provide in writing from time to time. Any change in the addresses noted shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice. Any such notices shall be deemed to have been received by the addressee if delivered to the person for whom they are intended or if sent by registered mail, return receipt requested, or by telex, telegram, or fax followed by regular mail, addressed as follows:

If to Lessor: C.W. Driver
15614 Alton Pkwy, Suite 150
Irvine, CA 92618
Attn: Bruce Curry

If to District: South Orange County Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692
Attn: Dr. Debra L. Fitzsimons

SECTION 31 TITLES.

The titles to the sections of this Sublease are solely for the convenience of the parties and are not an aid in the interpretation thereof.

SECTION 32 TIME.

Time is of the essence in this Sublease and each and all of its provisions.

SECTION 33 LAWS, VENUE AND ATTORNEYS' FEES.

The terms and provisions of this Sublease shall be construed in accordance with the laws of the State of California. If any action is brought in a court of law to enforce any term of this Sublease, the action shall be brought in a state court situated in the County of Orange, State of California, unless a court finds jurisdiction or venue is only proper in a federal court, or a court outside this county. In the event of any such litigation between the parties, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorneys' fees, as determined by the courts or arbitrator(s).

IN WITNESS WHEREOF, the parties hereto have executed this Sublease by their authorized officers as of the day and year first written above.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
"DISTRICT"

C. W. DRIVER
"LESSOR"

By: _____
Dr. Debra L. Fitzsimons
Vice Chancellor, Business Services

By: _____

Date: _____

Date: _____

Tax Payer I.D. _____

Exhibit C
Site Lease

SADDLEBACK SCIENCES BUILDING PROJECT

SITE LEASE

Between

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

And

C. W. DRIVER

Dated as of October 29, 2013

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AGREEMENT - SITE LEASE, SCIENCES BUILDING, SADDLEBACK COLLEGE

This SITE LEASE is dated as of October 29, 2013 and is by and between the South Orange County Community College District, a community college district duly organized and existing under the laws of the State of California (the "District") as lessor and C. W. DRIVER, a privately held corporation operating under the laws of the State Of California (the "Lessee").

WHEREAS, the District desires to provide for the construction of certain public improvements at the Saddleback College Campus site related to a life sciences building construction project (the "Project"); and

WHEREAS, the District's governing board has determined that it is in the best interests of the District and for the common benefit of the citizens it serves to construct the Project by leasing to the Lessee land and existing buildings at the Saddleback College Campus site at which the public improvements are to be constructed, as more specifically described in Exhibit "A," (the "Site"), and subleasing from the Lessee the Site and the Project under a Sublease Agreement (the "Sublease") attached hereto as Exhibit "B" and by this reference incorporated herein; and

WHEREAS, the District and the Lessee have entered into a Construction Services Agreement ("Construction Services Agreement"), attached hereto as Exhibit "C" and by this reference incorporated herein, to ensure that the Project will meet the District's expectations; and

WHEREAS, the District is authorized under Section 81355 of the California Education Code to lease the Site and its governing body has duly authorized the execution of this Site Lease; and

WHEREAS, the Lessee is authorized to lease the Site and to construct the Project on the Site, and has duly authorized the execution and delivery of the Sublease and this Site Lease.

NOW THEREFORE, in consideration of the covenants hereinafter set forth, District and Lessee agree as follows:

SECTION 1 DEFINITIONS.

Unless the context otherwise requires, the terms defined in this section shall, for all purposes of this lease, have the meanings as herein specified.

- A. **"Construction Services Agreement"** means the Construction Services Agreement for construction of improvements on the Saddleback College Campus site by and between the District and the Lessee dated of even date herewith.
- B. **"Contract Documents"** means the Construction Services Agreement, the Sublease and this Site Lease.
- C. **"District"** means the South Orange County Community College District, a community college district duly organized and existing under the laws of the State of California.
- D. **"Effective Date"** shall mean the Project commencement date found in the Notice to Proceed for the Project in accordance with Section 5 of the Construction Services Agreement.
- E. **"Lessee"** shall mean C. W. Driver, a privately held corporation, and its successors and assigns.

- F. **"Project"** means the improvements and equipment to be constructed and installed by the Lessee, as more particularly described in Exhibit "A" of the Sublease hereto.
- G. **"Site"** means that certain parcel of real property and improvements thereon (if any) more particularly described in Exhibit "A" attached hereto.
- H. **"Site Lease"** means this Site Lease together with any duly authorized and executed amendment hereto under which the District leases the Site to the Lessee.
- I. **"Sublease"** means the Sublease dated of even date herewith, by and between the District and the Lessee together with any duly authorized and executed amendment thereto.
- J. **"Sublease Payment"** means any payment required to be made by the District pursuant to Section 7 of the Sublease.
- K. **"Sublease Prepayment"** means any payment required to be made by the District pursuant to Section 26 of the Sublease.
- L. **"Term of this Lease" or "Term"** means the time during which this Lease is in effect, as provided for in Section 3 of this Lease.

SECTION 2 SITE LEASE.

The District leases to the Lessee, and the Lessee leases from the District, on the terms and conditions set forth herein, the Site situated in the City of Mission Viejo, County of Orange, State of California, more specifically described in Exhibit "A" attached hereto, including any real property improvements now or hereafter affixed thereto.

SECTION 3 TERM.

The term of this Site Lease shall become effective upon issuance of a Notice to Proceed. The term of this Site Lease shall terminate as of the last day of the Sublease, unless sooner terminated as provided thereby. If on the scheduled date of termination of this Site Lease, Sublease Payments shall have therefore been abated at any time and for any reason, then the term of this Site Lease shall be extended until the date upon which all such Sublease Payments shall be fully paid. Without limiting any other term or provision of the Sublease Agreement or Construction Services Agreement between the parties, at the termination of this Site Lease, natural or otherwise, title to the Site, and any improvements constructed thereon by the Lessee, shall vest in the District in accordance with Education Code section 81335.

SECTION 4 REPRESENTATIONS, COVENANTS, AND WARRANTIES OF THE DISTRICT.

The District represents, covenants and warrants to the Lessee that:

- A. The District has good and merchantable fee title to the Site and has authority to enter into and perform its obligations under this Site Lease;
- B. There are no liens on the Site other than Permitted Encumbrances;

- C. All taxes, assessments or impositions of any kind with respect to the Site, if applicable, except current taxes, have been paid in full;
- D. The Site is properly zoned for the intended purpose and utilization of the Site ;
- E. The District is in compliance with all laws, regulations, ordinances and orders of public authorities applicable to the Site;
- F. There is no litigation of any kind currently pending or threatened regarding the Site or the District's use of the Site for the purposes contemplated by this Site Lease;
- G. To the best of the District's knowledge, except for that which shall be disclosed by the District prior to the Project commencement date in the Notice to Proceed:
 - 1. no dangerous, toxic or hazardous pollutants, contaminants, chemicals, waste, materials or substances, as defined in or governed by the provisions of any State or Federal Law relating thereto (hereinafter collectively called "Environmental Regulations", and also including, but not limited to, urea-formaldehyde, polychlorinated biphenyls, asbestos, asbestos containing materials, nuclear fuel or waste, radioactive materials, explosives, carcinogens and petroleum products, or any other waste, material, substance, pollutant or contaminant which would subject the owner of the Site or the Lessee or the Lessee's subcontractors to any damages, penalties or liabilities under any applicable Environmental Regulation (hereinafter collectively called "Hazardous Substances", are now or have been stored, located, generated, produced, processed, treated, transported, incorporated, discharged, emitted, released, deposited or disposed of in, upon, under, over or from the Site;
 - 2. no threat exists of a discharge, release or emission of a Hazardous Substance upon or from the Site into the environment;
 - 3. the Site has not been used as or for a mine, a landfill, a dump or other disposal facility, industrial or manufacturing facility, or a gasoline service station;
 - 4. no underground storage tank is now located in the Site or has previously been located therein;
 - 5. no violation of any Environmental Regulation now exists relating to the Site, no notice of any such violation or any alleged violation thereof has been issued or given by any governmental entity or agency, and there is not now any investigation or report involving the Site by any governmental entity or agency which in any way relates to Hazardous Substances;
 - 6. no person, party or private or governmental agency or entity has given any notice of or asserted any claim, cause of action, penalty, cost or demand for payment or compensation, whether or not involving any injury or threatened injury to human health, the environment or natural resources, resulting or allegedly resulting from any activity or event described in (1) above;
 - 7. there are not now any actions, suits, proceedings or damage settlements relating in any way to Hazardous Substances, in, upon, under over or from the Site;

8. the Site is not listed in the United States Environmental Protection Agency's National Priorities List of Hazardous Waste Sites or any other list of Hazardous Substance sites maintained by any federal, state or local governmental agency; and
 9. the Site is not subject to any lien or claim for lien or threat of a lien in favor of any governmental entity or agency as a result of any release or threatened release of any Hazardous Substance.
- H. To the extent permitted by law, the District shall not abandon the Site for the use for which it is currently required by the District and further, shall not seek to substitute or acquire property to be used as a substitute for the uses for which the Site and Project are to be maintained under the Site Lease.
- I. The term "Permitted Encumbrances" as used herein shall mean, as of any particular time:
1. liens for general ad valorem taxes and assessments, if any, not then delinquent;
 2. this Site Lease; the Sublease; any right or claim of any mechanic, laborer, materialman, supplier, or vendor, if applicable, not filed or perfected in the manner prescribed by law; easements, rights of way, mineral rights, drilling rights, and other rights, reservations, covenants, conditions, or restrictions which exist of record as of the date of this Site Lease and which will not materially impair the use of the Site;
 3. easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions, or restrictions established following the date of recordation of this Site Lease and to which the Lessee and the District consent in writing which will not impair or impede the operation of the Site.

SECTION 5 REPRESENTATIONS AND WARRANTIES OF THE LESSEE.

The Lessee represents and warrants to the District that:

- A. The Lessee is duly organized in the State of California, and in good standing under the laws of the State of California, with full corporate power and authority to lease and own real and personal property;
- B. The Lessee has full power, authority and legal right to enter into and perform its obligations under this Site Lease, and the execution, delivery and performance of this Site Lease has been duly authorized by all necessary corporate actions on the part of the Lessee and does not require any further approvals or consents;
- C. Execution, delivery and performance of this Site Lease does not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement or instrument to which the Lessee is a party or by which it or its property is bound;
- D. There is no pending or, to the best knowledge of the Lessee, threatened action or proceeding before any court or administrative agency which will materially adversely affect the ability of the Lessee to perform its obligations under this Site Lease; and

SECTION 6 RENTAL.

The Lessee shall pay to the District as and for advance rental hereunder \$1.00 per year or part thereof, or the aggregate sum of One Dollar [\$1.00 x number of years of lease] (\$1.00), on or before the date of commencement of the term of this Site Lease. The Lessee shall have no obligation to make rental payments hereunder in the event the Effective Date of this Site Lease does not occur as a result of the District's inability to issue a Notice to Proceed for the Project pursuant to the provisions of Section 5 of the Construction Services Agreement.

SECTION 7 PURPOSE.

The Lessee shall use the Site solely for the purpose of constructing the Project thereon and for subleasing the Site and the Project to the District; provided, that upon the occurrence of an Event of Default by the District under the Sublease, the Lessee may exercise the remedies provided for in the Construction Services Agreement or the Sublease.

SECTION 8 TERMINATION.

The Lessee agrees, upon termination of this Site Lease:

- A. To quit and surrender the Site in the same good order and condition as it was in at the time of commencement of the term hereunder, reasonable wear and tear excepted;
- B. To release and reconvey to the District any liens and encumbrances created or caused by the Lessee; and
- C. That any permanent improvements and structures existing upon the Site at the time of the termination of this Site Lease shall remain thereon and title thereto shall vest in the District.

Notwithstanding the District's foregoing rights in the event of termination, the Lessee shall retain the right to full compensation for all services rendered prior to the termination, including all rights they have under the Construction Services Agreement and the Sublease as well as all recourse provided by California law including common law, for the value of the work performed on the Site and/or the Project.

In the event the Construction Services Agreement is terminated pursuant to the provisions therein, this Site Lease shall immediately terminate.

SECTION 9 QUIET ENJOYMENT.

The District covenants and agrees that it will not take any action to prevent the Lessee's quiet enjoyment of the Site during the term hereof; and, that in the event District's fee title to the Site is ever challenged so as to interfere with the Lessee's right to occupy, use and enjoy the Site, the District will use all governmental powers at its disposal, including the power of eminent domain, to obtain unencumbered fee title to the Site and to defend the Lessee's right to occupy, use, and enjoy the Site. The District, however, retains the right, throughout the Site Lease Term, to use the Site for District purposes, pursuant to the terms of the Sublease.

SECTION 10 NO LIENS.

The District shall not mortgage, sell, assign, transfer or convey the Site or any part thereof to any person during the term of this Site Lease, without the written consent of the Lessee. Nothing herein shall preclude the District from granting utility easements across the Site to facilitate the use and operation of the Project for which it is intended.

SECTION 11 RIGHT OF ENTRY.

The District reserves the right for any of its duly authorized representatives to enter upon the Site at any reasonable time to inspect the same or to make any repairs, improvements or changes necessary for the preservation thereof, but in doing so shall not interfere with the Lessee's operations on the Project.

SECTION 12 ASSIGNMENT AND SUBLEASING.

The Lessee will not assign or otherwise dispose of or encumber the Site or this Site Lease without the written consent of the District.

SECTION 13 NO WASTE.

The Lessee agrees that at all times that it is in possession of the Site it will not commit suffer or permit any waste on the Site, and it will not willfully or knowingly use or permit the use of the Site for any illegal act or purpose.

SECTION 14 DEFAULT.

In the event the Lessee shall be in default in the performance of any obligation on its part to be performed under the terms of the Construction Services Agreement and this Site Lease, which default continues for thirty (30) days following notice and demand for correction thereof to the Lessee, the District may exercise any and all remedies granted by law, except that no merger of this Site Lease and of the Sublease shall be deemed to occur as a result thereof.

SECTION 15 EMINENT DOMAIN.

In the event the whole or any part of the Site or the improvements thereon, including but not limited to the Project, is taken by eminent domain, the financial interest of the Lessee shall be recognized and is hereby determined to be the amount of all Sublease Payments then due or past due, the next succeeding Sublease Payment and the purchase option price as set forth in Section 26 of the Sublease less any unearned interest as of the date the Lessee receives payment in full. The balance of the award in such eminent domain action, if any, shall be paid to the District.

SECTION 16 TAXES.

The terms of this Lease may result in the creation of a possessory interest. If such a possessory interest is vested in a private party to this document, the private party may be subjected to the payment of personal property taxes levied on such interest.

SECTION 17 INDEMNIFICATION.

The District covenants and agrees to indemnify, defend and hold the Lessee harmless from and against any and all losses, claims, suits, damages and expenses (including reasonable attorneys fees) arising out of the condition of the Site, including but not limited to, all costs required to be incurred by the Lessee as a result of any condition described in Section 4, paragraph G hereof, unless the condition is caused or created by Lessee, whether or not known to the District on the date of execution of this Site Lease, or unless such cost is contemplated to be paid by the Lessee pursuant to the provisions of the Construction Services Agreement. All other indemnification issues related to this Site Lease, the Site or the progress and prosecution of the Project shall be governed by the Construction Services Agreement and Sublease.

SECTION 18 PARTIAL INVALIDITY.

If any one or more of the terms, covenants or conditions of this Site Lease shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of this Site Lease shall be affected thereby, and each provision of this Site Lease shall be valid and enforceable to the fullest extent permitted by law.

SECTION 19 NOTICES.

Any notices or filings required to be given or made under this Site Lease shall be served, given or made in writing upon the District or the Lessee, as the case may be, by personal delivery or registered mail to the respective addresses given below. Any change in the addresses noted shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice. Any such notices shall be deemed to have been received by the addressee if delivered to the person for whom they are intended or if sent by registered mail, return receipt requested, or by telex, telegram, or fax followed by regular mail, addressed as follows:

If to Lessor: C.W. Driver
15614 Alton Pkwy, Suite 150
Irvine, CA 92618
Attn: Bruce Curry

If to District: South Orange County Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692
Attn: Dr. Debra L. Fitzsimons

SECTION 20 BINDING EFFECT.

This Site Lease shall inure to the benefit of and shall be binding upon the District, the Lessee and its respective successors in interest and assigns.

SECTION 21 AMENDMENTS AND MODIFICATIONS.

This Site Lease shall not be effectively amended, changed, modified, altered or terminated without the written agreement of the District and the Lessee.

SECTION 22 EXECUTION IN COUNTERPARTS.

This Site Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 23 LAWS, VENUE AND ATTORNEYS' FEES.

The terms and provisions of this Site Lease shall be construed in accordance with the laws of the State of California. If any action is brought in a court of law to enforce any term of this Site Lease, the action shall be brought in a state court situated in the County of Orange, State of California, unless a court finds jurisdiction or venue is only proper in a federal court, or a court outside this county. In the event of any such litigation between the parties, the parties shall pay for their respective costs incurred, including attorneys' fees.

SECTION 24 INTEGRATION/MODIFICATION.

This Site Lease represents the entire understanding of the District and Lessee as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered herein and shall not be amended, altered, or changed except by a written agreement signed by the parties hereto.

SECTION 25 HEADINGS.

The captions or headings in this Site Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Site Lease.

SECTION 26 TIME.

Time is of the essence in this Site Lease and each and all of its provisions.

IN WITNESS WHEREOF, the parties hereto have executed this Site Lease by their authorized officers as of the day and year first written above.

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
"DISTRICT"**

**C. W. DRIVER
"LESSEE"**

By: _____
Dr. Debra L. Fitzsimons

By: _____

Vice Chancellor, Business Services

Date: _____

Date: _____

Tax Payer I.D. _____

Exhibit D
Construction Services Agreement

SCIENCES BUILDING PROJECT

CONSTRUCTION SERVICES AGREEMENT

Between

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

and

C.W. DRIVER

Dated as of **October 29, 2013**

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EXHIBIT "B" Master Budget

EXHIBIT "C" DVBE Requirements

EXHIBIT "D" Payment Bond

EXHIBIT "E" Performance Bond

EXHIBIT "F" Substitution Affidavit

EXHIBIT "G" Contractor's Certificate Regarding Workers' Compensation

EXHIBIT "H" Drug-Free Workplace Certification

EXHIBIT "I" Asbestos Free Materials Certification

EXHIBIT "J" Conduct Rules for Contractors

EXHIBIT "K" BIM Execution Agreement

EXHIBIT "L" Escrow Agreement for Security Deposits in Lieu of Retention

EXHIBIT "M" Guarantee

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EXHIBIT "O" Inclusions, Clarifications, Exclusions

AGREEMENT - SCIENCES BUILDING, CONSTRUCTION SERVICES, SADDLEBACK COLLEGE

This Construction Services Agreement is made as of **October 29, 2013**, by and between the South Orange County Community College District, a California community college district organized and existing under the laws of the State of California (hereinafter called the "District"), and C. W. Driver, a privately held Corporation operating under the laws of the State of California ("Contractor").

RECITALS

WHEREAS, on March 1, 2011, the District entered into an agreement with Dougherty and Dougherty Architects, LLP (the "Architect") to provide architectural services for the District for the purpose of developing plans and specifications for the sciences building project at the Saddleback College site (the "Project"); and

WHEREAS, the District has determined that it is necessary to retain the services of a construction firm to assist in modifying the plans and specifications for, and to provide for the construction of, the Project; and

WHEREAS, California Education Code section 81300 permits the governing board of a community college district to lease to any person, firm, or corporation any real property owned by the District if the instrument by which such property is leased requires the lessee to construct on the leased premises, or provide for the construction thereon, of a building for the use of the community college district, during the term of the lease, and provides that title to that building shall vest in the community college district prior to or at the expiration of the lease; and

WHEREAS, in connection with the approval of this Construction Services Agreement, the District will enter into a site lease with Contractor (the "Site Lease"), under which it will lease to the Contractor a portion of the Saddleback College site, and improvements thereon, as described in Exhibit "A" of the Site Lease (the "Site") in order for Contractor to construct improvements to this existing campus; and

WHEREAS, the Contractor will lease the Site and the Project back to the District pursuant to a Sublease Agreement (the "Sublease") under which the District will be required to make sublease payments to the Contractor for the use and occupancy of the Site and Project; and

WHEREAS, at, or prior to, the expiration of the Lease and Sublease terms, title to the Project shall vest in the District; and

WHEREAS, the District and Contractor desire to enter into this Construction Services Agreement to ensure that the Project will meet the District's expectations prior to the construction of the Project and the Lease of the Project back to the District; and

WHEREAS, Contractor is experienced in construction of the type of improvements included in the Project that are desired by the District, is duly licensed as a contractor in the State of California, and is willing to perform construction work for the District, all as more fully set forth herein; and

WHEREAS, upon completion of the Construction Documents the Contractor will have thoroughly investigated the site conditions and reviewed the Construction Documents to establish that there are no known problems with respect to the site conditions or the Construction Documents and that Contractor can and will construct the Project for the Guaranteed Maximum Price as set forth and defined in Article 4 of this Construction Services Agreement, and Contractor will not seek any additional compensation whatsoever, including, without limitation, any requests based upon known site conditions or for site conditions that could be reasonably inferred, or from contract documents that require scope not specifically called out, but is reasonably inferred from the contract documents and common to the scope of work being performed. NOW, THEREFORE, in consideration of the covenants hereinafter set forth, District and Contractor agree as follows:

SECTION 1 CONTRACTOR'S DUTIES AND STATUS

- A. Contractor accepts the contractual relationship established between it and District by this Construction Services Agreement, and Contractor covenants with District to furnish reasonable skill and judgment in constructing the Project as set forth in the Construction Documents, as defined in Section 2(D) for the Project which are described and/or set forth herein as Exhibit "A." Contractor agrees to furnish efficient business administration and superintendence and to attempt to furnish at all times an adequate supply of professionals, workers, and materials and to perform the work appropriately, expeditiously, economically, and consistent with the Construction Services Agreement and Construction Documents as defined in Section 2, paragraphs A and D, below.
- B. Contractor is and shall at all times be deemed to be an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of the Contract Documents. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between the District and Contractor or any of Contractor's agents or employees. Contractor assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment. Contractor, its agents and employees shall not be entitled to any rights or privileges of District employees and shall not be considered in any manner to be District employees. District shall be permitted to monitor the activities of the Contractor to determine compliance with the terms of the Contract Documents.
- C. Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any Contractor not so licensed is subject to penalties under the law, and the contract will be considered void pursuant to Section 7028.7 of the Business and Professions Code. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, 9821 Business Park Drive, P. O. Box 26000, Sacramento, CA 95826.
- D. Before Contractor makes any change in the name or legal nature of the Contractor's entity, Contractor shall first notify the District in writing and cooperate with District in making such changes as the District may request in the Contract Documents. All legal requirements will continue in force with the Contractor, the Contractor's sureties and any subsequent entities created or assigned by the Contractor.

SECTION 2 DEFINITIONS

- A. **"Action of the Governing Board"** means a vote of a majority of the members in a lawful meeting.

- B. **"Allowances"** means budgets established for specific scopes of the Work which cannot be clearly defined at the time that the GMP is established. Whenever costs are more than or less than the established allowances, the GMP shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect the difference between actual costs approved by the District and the allowance amounts established in the GMP. Contractor to obtain District approval prior to use of allowance and shall include pricing validated by estimating guidelines or competitive means.
- C. **"Approval"** means written authorization by Architect or District.
- D. **"Construction Services Agreement"** means this Construction Services Agreement, together with any duly authorized and executed amendments hereto.
- E. **"Construction" or "Construction Services"** means all labor and services necessary for the construction of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Construction Scope of Work set forth in Section 8 and Exhibit "A." Unless otherwise expressly stipulated, Contractor shall perform all work and provide and pay for all materials, labor, tools, equipment and utilities necessary for the proper execution and completion of the Project pursuant to the Construction Documents."
- F. **"Construction Costs"** means any and all costs incurred by the Contractor with respect to the construction and equipping, as the case may be, of the Project, whether paid or incurred prior to or after the date hereof, including, without limitation, costs for Site preparation, the removal or demolition of existing structures, the construction of the Project and related facilities and improvements, and all other work in connection therewith, security of the Site and Project, Contractors' and Developers' overhead and supervision at the project site, all costs and expenses including any taxes or insurance premiums paid by the Contractor with respect to the Property, and administrative and other expenses necessary or incident to the Project, excluding Contractors' and Developers' home office overhead and profit. The term "Construction Costs" includes all Contractor's costs associated with preparing or generating additional copies of any Construction Documents, as defined below, related to or required for the Project, including preparation or generation of additional plans and specifications for Contractor's subcontractors. In no event shall Construction Costs exceed the Guaranteed Maximum Price unless otherwise provided by this Agreement.
- G. **"Construction Documents"** means the final drawings, profiles, cross sections, design development drawings, construction drawings, and supplemental drawings based on the plans and specifications developed for the Project, including any reference specifications or reproductions prepared by the Architect and specifications approved by District and the Division of the State Architect ("DSA") which show or describe the location, character, dimensions or details of the Project and specifications for construction thereof.
- H. **"Contract Documents"** means those documents which form the entire Contract by and between District and Contractor. The Contract Documents consist of this Construction Services Agreement, including all exhibits and attachments hereto, the Construction Documents, the Site Lease, the Sublease, and the Labor Compliance Program.
- I. **"Day"** means calendar day unless otherwise noted.
- J. **"Guaranteed Maximum Price" or "GMP"** means the Guaranteed Maximum Price established pursuant to Section 4 to be paid to Contractor for Contractor's construction of the Project hereunder, subject to any adjustments for Extra Work/Modifications as provided in Section 9.

- K. **"Project"** means the improvements and equipment to be constructed and installed by the Contractor, as more particularly described and/or referenced in Exhibit "A" attached hereto.
- L. **"Site"** means those certain parcels of real property and improvements thereon (if any) more particularly described in Exhibit "A" of the Site Lease.
- M. **"Site Lease"** means the Site Lease of even date herewith, by and between the District and the Contractor together with any duly authorized and executed amendment thereto under which the District leases the Site to the Contractor.
- N. **"Subcontractor"** means any person or entity, including trade contractors, who have a contract with Contractor to perform any work on the improvements to the Site.
- O. **"Sublease"** means the Sublease of even date herewith by and between the District and Contractor together with any duly authorized and executed amendment hereto under which the District subleases the Site from the Contractor.
- P. **"Sublease Payment"** means any payment required to be made by the District pursuant to Section 7 of the Sublease.
- Q. **"Sublease Prepayment"** means any payment required to be made by the District pursuant to Section 26 of the Sublease.
- R. **"Surety"** means the person, firm, or corporation that executes as a California admitted surety insurer, the Contractor's faithful performance bond and payment bond.

SECTION 3 ADDITIONAL SERVICES; DISTRICT CONTINGENCY

If the District requests Contractor to perform additional services ("Additional Services") not described in this Construction Services Agreement, Contractor shall provide a cost estimate and a written description of the Additional Services required to perform such work. The District shall set aside a contingency amount ("District Contingency"), which District Contingency shall be used for such Additional Services. Compensation for such Additional Services shall be negotiated and agreed upon in writing, in advance of Contractor's performing or contracting for such Additional Services and paid to Contractor in addition to the GMP established pursuant to Section 4 hereof. In the absence of such written agreement, the District will not compensate Contractor for such work, and the Contractor will not be required to perform it. Nothing in this Construction Services Agreement shall be construed as limiting the valuation and amount to be paid to Contractor for such Additional Services or its implementation should a written agreement for such services be executed. Contractor shall not be entitled to compensation for Additional Services required as a result of Contractor's acts, errors or omissions.

Additionally, while District is in no way limited by the manner in which it decides to utilize the District Contingency, said District Contingency shall not be used for any costs associated with errors or omissions in the plans and specifications until such time, if ever, the Errors and Omissions Allowance (defined in Section 4(A)(2) below) has been fully exhausted. Any funds remaining in the District Contingency at the completion of the Project shall remain unspent and remain allocated to the District.

SECTION 4 ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE "GMP"

A. **GMP.** The GMP for the Project shall be Fifty Three Million, Eight Hundred Forty Four Thousand, Forty Four Dollars and 00/100 (\$53,844,044). The GMP is based upon plans and specifications existing and reviewed by the Contractor at the time this Construction Services Agreement is entered into as more fully described and referenced in the Scope of Work set forth in Exhibit "A." Contractor's detailed line item costing of the Project, or Master Budget, totaling the GMP is attached hereto as Exhibit "B." Furthermore, District and Contractor represent and warrant that the GMP consists of Sublease Payments which incorporate tenant improvement/progress payments to be paid by District during the course of construction, plus the additional sums to be paid as a portion of the rental of the Site. District and Contractor represent and warrant that 1) the total amount of Sublease Payments and optional prepayment thereof includes the total rental for the Project, which total does not exceed the fair market value for the Project, 2) said rental amount has been incorporated into the GMP in consideration and inducement of this document and the Site Lease and Sublease Agreement, the uses and purposes which may be served by the Project, and the benefits therefrom which will accrue to the District and the general public, and 3) said rental amount shall be paid by the District as a part of the GMP, pursuant to the terms of this document. The parties agree that the GMP includes an agreed upon fair market rental value to be paid as rental/lease payments or prepayment thereof, therefore no additional rental payments shall be made by District. Sublease Payments by the District pursuant to the Sublease and Section 20 hereof shall be commensurate with the GMP. The GMP is subject to adjustments for Extra Work/Modifications in accordance with the provisions of Section 9 and adjustments for reductions in the Scope of Work pursuant to the provisions of Section 4(B), below.

1. **Contractor Contingency.** Within the GMP is the amount of Two Million, Four Hundred and Seventy Eight Thousand, Four Hundred Seventy Five and 00/100 DOLLARS (\$2,478,475.00) for the ("Contractor Contingency"). The Contractor Contingency is for the exclusive use of the Contractor, as approved by the District and such approval shall not be unreasonably withheld, to pay for miscellaneous work items, and Contractor errors, omissions and negligence, which are required to complete the Project. The Contractor shall not use the Contractor Contingency to pay for costs related to the following: (a) errors or omissions in the construction documents; (b) discrepancies with the plans and specifications pertaining to applicable building code requirements; (c) substitution of subcontractors, in the event such extra costs related to substitution of subcontractors are protected by an applicable subcontractor bond (provided, however, that if no such subcontractor bond exists, such extra costs associated with substitution of subcontractors may be paid from Contractor Contingency provided District reasonably agrees to such substitution); and/or (d) enhancements or additions to the Scope of Work desired by the District. Costs related to (a)-(d) above will be paid for pursuant to the provisions of Section 9, below. If on final completion of the Project, funds are remaining in the Contractor Contingency, such funds shall be fully retained by the District.
2. **Errors and Omissions Allowance.** Within the GMP is the amount of One Million, Four-Hundred and Eighty Seven Thousand, Eighty Five and 00/100 DOLLARS (\$1,487,085.00) to cover errors and omissions in the plans and specifications ("Errors and Omissions Allowance"). In the event errors or omissions are discovered in the plans and specifications which make strict compliance with the specifications impractical, Contractor shall notify District of the need for such work by placing the matter on the agenda of regularly scheduled construction meetings with District for discussion as soon as practicable after the need for such work is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, and such approval shall not be unreasonably withheld, a written request for the work before such work is

performed. The Contractor, having been paid to perform a through constructability review and value engineering of the project, is deemed to fully understand the documents and scope of work required. Contractor has assumed the responsibility for the "Buildability" of the design documents for the project with the exception of those Errors and Omissions resulting from improper technical calculations by the Architect and/or their Subconsultants. Scope reasonably inferred that is not fully detailed or specifically called out is to be considered included within the contract documents. If District approves such request in writing, the costs of the work, shall be added to or deducted from the Errors and Omissions Allowance within the GMP. Any funds remaining in this Errors and Omissions Allowance at the completion of the Project shall remain unspent and allocated to the District, except for any portion of Savings added to the Errors and Omissions Allowance, which Savings shall be allocated between the parties as provided in Section 6 below.

- B. The District at all times shall have the right to reduce the scope of the Project. If the District reduces the scope of the Project, the GMP shall be reduced to contemplate the reduced Scope of Work, pursuant to the provisions of Section 9. To the extent possible, it is the mutual goal of the District and Contractor to maximize the Scope of Work possible within the GMP. Reductions in scope are not considered savings, and as such there shall be no savings participation due to Contractor.

SECTION 5 NOTICE TO PROCEED

- A. After execution of this Construction Services Agreement and the Site Lease and Sublease between the parties, the District shall issue a notice to the Contractor to proceed with the Project ("Notice to Proceed"), which Notice to Proceed shall include the date upon which commencement for the Project shall commence. District will serve a Notice to Proceed upon Contractor by hand delivery, facsimile, email or delivery to Contractor at legal address.
- B. Start date for contract time shall be on the date indicated in the Notice to Proceed. If no date is indicated, then the start date for contract time shall be the 5th calendar day from date that Contractor receives District's written Notice to Proceed, unless the Notice to Proceed is served by mail only, then the Start Date under the Contract shall be the tenth (10th) calendar day following the date of mailing. The Contractor shall commence work on such day, and shall prosecute the Work diligently to completion thereafter. No Work shall commence before contract bonds and insurance certificates have been filed with the District and the Contract Documents have been signed by the District.

SECTION 6 SAVINGS

- A. The purpose of Savings is to minimize the expenditure of funds for the construction of the Project on items that exceed the minimum criteria required without a corresponding benefit to the District. The District also wishes to eliminate any excess quality levels or performance criteria provided in the construction documents so long as such elimination does not alter the design, aesthetics, safety standards or configuration or space, and does not increase future maintenance and operation costs. The District and the Contractor shall work cooperatively with each other, in good faith, to identify appropriate opportunities to reduce the Project costs and promote Savings.

- B. If Contractor realizes a Savings on an aspect of the Project related to value engineering or proposed modifications to the plans and specifications after execution of this Construction Services Agreement, and such value engineering or proposed modifications to the plans and specifications are approved by DSA, such Savings shall be divided in the following proportion: Seventy Five Percent (75%) of any Savings shall be returned to the District and Twenty Five Percent (25%) of any Savings shall be returned to the Contractor. However, in the event any savings to the Project is realized due to the substitution of any subcontractor(s), such amounts shall not be considered Savings, and such amounts shall be returned to the Contractors Contingency and shall not be available for sharing under the terms of this Section 6.

SECTION 7 SUBCONTRACTORS

- A. In the interest of minimizing the expenditure of funds for the construction of the Project, the Contractor agrees to select appropriately State of California licensed subcontractors for each trade component of the Project in a manner that fosters competition. Contractor agrees that it will either solicit bids from subcontractors pursuant to the competitive bid procedures set forth in the Public Contract Code, including the specific provisions of Public Contract Code section 20110 *et seq.*, or utilize an informal bidding process established by the Contractor which also incorporates competitive bid procedures. Contractor shall ensure a minimum of three (3) bids are received for each trade package, unless District agrees to an alternate number. Contractor shall make a good faith effort to contact and utilize DVBE contractors and suppliers in securing bids for performance of the Project in accordance with the provisions of Section 7(A)(1) below. The District reserves the right to oversee the bidding process. Contractor shall inform all bidders that the District will not be a party to any contracts for construction services executed by the Contractor and selected bidders. Contractor shall submit a listing of proposed subcontractors to the District for the District's review. In no case will the Contractor award any subcontracts until the District has concurred to the scope and price of the subcontracted services. In addition, Contractor shall provide the District with full documentation regarding the bids or competitive quotes received by Contractor. In no event shall such documentation be redacted or obliterated. In the event the Contractor does not comply with this provision, the District may terminate this Construction Services Agreement in accordance with the provisions of Section 11 below.
1. Compliance with Disabled Veteran Business Enterprise (DVBE) contracting goals is required under this Construction Services Agreement. In accordance with Education Code section 71028 the District has a DVBE participation goal of 3% for this Project. The District is seeking DVBE participation under this Construction Services Agreement.
 2. The Contractor must make a good faith effort to contact and utilize DVBE contractors and suppliers in securing bids for performance of the Project. Information regarding certified DVBE firms can be obtained from the Office of Small Business Certification and Resources (OSBCR) at (916) 323-5478 or (916) 322-5060 as well as the OSBCR website at www.dgs.ca.gov/osbcr. Verification of DVBE status must be obtained from the OSBCR by receiving an approved certification letter and reference number from that office. The Contractor is encouraged to retain documentation of its good faith efforts, in the event such documentation is requested by the District. Good faith efforts are demonstrated by evidence of the following: a) Contact was made with the District regarding the identification of DVBEs; b) Contact was made with other state agencies and with local DVBE organizations to identify DVBEs; c) Advertising was published in trade papers and papers focusing on DVBEs; d) Invitations to bid were submitted to potential

DVBE contractors; e) Available DVBEs were considered and f) Contractor provides a list of DVBE contractors and percentage of participation.

- B. Contractor agrees to bind every subcontractor by terms of the Project Documents as far as such terms are applicable to subcontractor's work. If Contractor shall subcontract any part of the work, Contractor shall be as fully responsible to District for acts and omissions of any subcontractor and of persons either directly or indirectly employed by any subcontractor, as it is for acts and omissions of persons directly employed by Contractor. Nothing contained in Project Documents shall create any contractual relation between any subcontractor and District, nor shall the contract documents be construed to be for the benefit of any subcontractor.
- C. District's consent to any subcontractor shall not in any way relieve Contractor of any obligations under the Project Documents and no such consent shall be deemed to waive any provision of any Project Document.
- D. A copy of each subcontract, if in writing, or, if not in writing, then a written statement signed by the Contractor giving the name of the subcontractor and the terms and conditions of such subcontract, shall be filed with the District before the subcontractor begins work. Each subcontract shall contain a reference to the Agreement between the District and the Contractor and the terms of that Agreement and all parts of the Project Documents shall be made a part of such subcontract insofar as applicable to the work covered thereby. Each subcontract will provide for termination in accordance with this agreement. Each subcontract shall provide for its annulment by the Contractor at the order of the Architect if in the Architect's opinion the subcontractor fails to comply with the requirements of the Project Documents insofar as the same may be applicable to this work. Nothing herein contained shall relieve the Contractor of any liability or obligation hereunder.

SECTION 8 CONSTRUCTION SCOPE OF WORK

- A. **CPM Master Schedule.** Prior to commencing construction, Contractor shall submit to District a reasonably detailed CPM (Critical Path Method) Master Schedule for the construction, as set forth in Section 10(C) herein, and Contractor shall be required to provide monthly schedule updates and updates regarding any identified delays fifteen (15) days beyond baseline schedule and methods for correcting such delays.
 - 1. The Master Schedule and each subsequent schedule shall have a specific name, Data Date and run date.
 - 2. The schedule shall include sections for long lead submittals and procurement items, including but not limited to MEP footing and steel coordination, review time, and fabrication/ delivery in addition to actual construction activities.
 - 3. Any deferred activities that require Division of the State Architect (DSA) approval are to include a specific activity called DSA Approval with a review time that is in alignment with a timeframe identified by the DSA for this scope of work carried within its duration.
 - 4. Schedule shall show a column for / called Total Float.
 - 5. Schedules shall use Retained Logic and avoid the use of a progress override function.

6. With each schedule submission, provide a layout called Critical Path using the longest path thru the project, corresponding with activities carrying the lowest amount of float. If the Critical Path indicates that the project is exceeding the contract completion date, a subsequent recovery schedule is to be provided.
 7. Monthly updates shall be provided electronically providing scheduling software version and pdf version and one hardcopy printout.
- B. **Pre-Construction Orientation/Construction Meetings.** The Contractor, in conjunction with the Architect, shall conduct pre construction orientation conferences for the benefit of Subcontractors to orient the Subcontractors to the various reporting procedures and site rules and to coordinate trades prior to the commencement of actual construction. The Contractor shall also conduct construction and progress meetings with District Representatives and other interested parties, which meetings shall occur at least weekly and as otherwise requested by the District, to discuss such matters as procedures, progress problems and scheduling. The Contractor shall prepare and promptly distribute draft meeting minutes for review by participants followed by official minutes of such meetings to all parties in attendance including Architect, District and Inspector.
- C. **Budget/Cash Flow Reports.** The Contractor shall incorporate approved changes as they occur, and develop cash flow reports and forecasts for submittal to the District on a monthly basis. The Contractor shall provide regular monitoring of the approved estimates of Construction Costs, showing actual costs for activities in progress, and estimates for uncompleted tasks. The Contractor shall identify variances between actual and budgeted or estimated costs, and advise the District and the Architect whenever Project costs exceed budgets or estimates. The Contractor shall maintain cost accounting records on authorized additional services or work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, or other work requiring accounting records.
- D. **Progress Reports.** The Contractor shall record the progress of the Project, and shall submit monthly written progress reports to the District and the Architect including information on the entire Project, showing percentages of completion and the number and amounts of proposed Extra Work/Modifications and their effect on the Construction Costs as of the date of the report. The Contractor shall also keep a daily log containing a record of weather, Contractors, work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the District may require. Contractor shall maintain an open book policy and will keep the daily logs accessible either in an electronic or hard copy location. The Contractor shall make the daily log available to the District and the Architect no later than 9:00 a.m. of the following day. The District shall be promptly informed of all anticipated delays. In the event that the Contractor determines that a schedule modification is necessary, the Contractor shall promptly submit a revised Schedule for approval by the District. A revised schedule will be required if at any time the agreed upon Project completion date is in jeopardy or activity delays extend the schedule beyond a fifteen (15) day delay.
- E. **Shop Drawings.** Contractor shall check and verify all field measurements and shall submit with such promptness as to cause no delay in the Work or in that of any other contractor, subcontractor, Architect, other independent contractor or worker on the Project, five (5) copies of all shop or setting drawings, schedules, and materials list, and all other submittals in accordance with other provisions of the contract required for the work of various trades. Contractor shall sign all submittals affirming that submittals have been reviewed and approved by Contractor prior to submission to Architect. Each signed submittal shall

affirm that the submittal meets all the requirements of the Contract Documents except as specifically and clearly noted and listed on the cover sheet of the submittal.

1. The term "shop drawing" as used herein shall be understood to include, but not be limited to, detail design calculations, fabrication and installation drawings, lists, graphs and operating instructions.
2. Shop drawings shall be submitted at a time sufficiently early to allow review of same by the Division of State Architect (DSA) if required, and the Architect, and to accommodate the rate of construction progress required under the Contract Documents. Contractor will be required to pay Architect's reasonable and customary fees in order to expedite review of shop drawings which are not submitted in a timely fashion.
3. All shop drawing submittals shall be accompanied by an accurately completed transmittal form using the format bound herein. Any shop drawing submittal not accompanied by such a form, or where all applicable items on the form are not completed, will be returned for resubmittal. The Contractor may authorize a material or equipment supplier to deal directly with the Architect with regard to shop drawings, however, ultimate responsibility for the accuracy and completeness of the information contained in the submittal shall remain with the Contractor.
4. Normally, a separate transmittal form shall be used for each specific item or class of material or equipment for which a submittal is required. Transmittal of shop drawings on various items using a single transmittal form will be permitted only when the items taken together constitute a manufacturer's "package" or are so functionally related that expediency indicates review of the group or package as a whole. At its option, the Contractor or Supplier may obtain from the Architect quantities of the shop drawing transmittal form at reproduction cost.
5. Contractor's review and approval of shop drawings shall include the following stamp:

"The Contractor has reviewed and approved not only the field dimensions but the construction criteria and has also made written notation regarding any information in the shop drawings that does not conform to the Project Documents. This shop drawing has been coordinated with all other shop drawings received to date by Contractor and this duty of coordination has not been delegated to subcontractors, material suppliers, the Architect, or the engineers on this project.

Signature of Contractor "

6. Within fourteen (14) calendar days after receipt of shop drawings, the Architect will return one or more prints of each drawing to Contractor with his or her comments noted thereon. The Contractor shall make a complete and acceptable submittal to the Architect by the second submission of drawings. The District shall withhold funds due the Contractor cover additional costs of the Architect's review beyond the second submission and any other costs incurred by District.
7. If prints of the shop drawing are returned to the Contractor marked "NO EXCEPTIONS TAKEN," formal revision of said drawing will not be required. If prints of the drawing are returned to the Contractor marked "MAKE CORRECTIONS NOTED," formal resubmittal of said drawings will not be required. If prints of the drawing are returned to the Contractor marked "REVISE AND

RESUBMIT," the Contractor shall revise said drawing and shall resubmit five (5) copies of the revised drawing to the Architect. If prints of the drawing are returned to the Contractor marked "REJECTED RESUBMIT," the Contractor shall resubmit five (5) new copies of the drawing to the Architect.

8. Fabrication of an item shall not be commenced before the Architect has reviewed the pertinent shop drawings and returned copies to the Contractor marked with "NO EXCEPTIONS TAKEN," or "MAKE CORRECTIONS NOTED." Revisions indicated on shop drawings shall be considered as changes necessary to meet the requirements of the Project Documents and shall not be taken as the basis of claims for extra work. The review of such drawings by the Architect will be limited to checking for general agreement with the Project Documents, and shall in no way relieve the Contractor of responsibility for errors or omissions contained therein, nor shall such review operate to waive or modify any provision contained in the Project Documents. Fabricating dimensions, quantities of material, applicable code requirements, and other contract requirements shall be the Contractor's responsibility.
 9. No work represented by required shop drawings shall be purchased or commenced until the applicable submittal has been approved. The work shall conform to the approved shop drawings and all other requirements of the Project Documents. The Contractor shall not proceed with any related work which may be affected by the work covered under shop drawings until the applicable shop drawings have been approved, particularly where piping, machinery, and equipment and the required arrangements and clearances are involved.
 10. Except where the preparation of a shop drawing is dependent upon the approval of a prior shop drawing, all shop drawings pertaining to the same class or portion of the work shall be submitted simultaneously.
 11. Calculations of a structural nature must be approved by the Division of State Architect.
 12. The Contractor have no claim for damages or extension of time due to any delay resulting from the Contractor having to make the required revisions to shop drawings unless review by the Architect of said drawings is delayed beyond the time provided hereinbefore and the Contractor can establish that the Architect's delay in review actually resulted in a delay in the Contractor's construction schedule. Contractor shall not be entitled to any claim for damages resulting from DSA review extending beyond fifteen (15) calendar days after submittal. However, District may consider an extension of time due to any delay caused by DSA review.
- F. **Deferred Approvals.** Contractor shall advise District immediately, if Architect has not checked and approved within fourteen (14) calendar days, such schedules and drawings for conformance with design concept of project and compliance with information given in contract documents. Contractor shall make any corrections required by Architect, file with him three (3) corrected copies, and furnish such other copies as may be needed for construction. Architect's approval of such drawings or schedules also shall not relieve Contractor from responsibility for deviations from drawings or specifications unless Contractor has in writing called Architect's attention to such deviations at time of submission and has secured his written approval. Architect's approval of such drawings and schedules also shall not relieve contractor from responsibility for errors in shop drawings or schedules.
- G. **Submittals.** Contractor shall furnish for approval, within fourteen (14) days following the Project commencement date in the Notice to Proceed, or within any other time frame agreed to by the parties, a log of all samples, material lists and certifications, mix designs, schedules, and other submittals, as

required in specifications. Such log shall indicate whether samples will be provided as specified and in accordance with other provisions of this Construction Services Agreement. Contractor will provide samples and submittals, together with catalogs and supporting data required by Architect within thirty-five (35) days after submitting the sample log. First review of all submittals shall be complete 30% into the Sublease payment schedule with exceptions including close out and warranty submittals or others as agreed to in writing between the Contractor, the Architect and the District.. This provision shall not authorize any extension of time for performance of this Construction Services Agreement. Architect will check and approve such samples, only for conformance with design concept of work and for compliance with information given in contract documents. Work shall be in accordance with approved samples. Architect's action will be taken within fourteen (14) calendar days after receiving such samples and submittals. If in the Architect's professional judgment fourteen (14) days is an insufficient amount of time to permit adequate review, Architect shall, within the initial fourteen (14) day period, notify the Contractor, with a copy to the Inspector and the District, of the amount of time that will be required to respond. If the Architect's response results in a change in the Project, then such change shall be effected by a written change order.

- H. **Scheduling.** Contractor shall complete the construction pursuant to the CPM Construction Documents, subject to DSA approval and change in scope, performing all work set forth in the Scope of Work (Exhibit "A" to this Construction Services Agreement) and shall ensure proper scheduling occurs as necessary to prevent disruption to classes and District programs. Should such disruption occur, District shall have the right to temporarily stop work as necessary, which stoppage of work shall not be considered a construction delay and shall not result in any additional construction time allotment or increase in Project costs, provided that such stoppage does not exceed ten (10) calendar days.
- I. **District Permit and Other Obligations.** It is expressly understood that the District shall pay the DSA for the DSA inspector, soils testing, DSA fees, special testing, etc. If additional review or permits become necessary for reasons not due to Contractor's fault or because of DSA requirements or regulations implemented after the date the GMP is established and not reasonably anticipated at the time the GMP is established, Contractor may seek compensation only for the direct cost (without mark up or added fees) of that review, as an additional cost. In the alternative, District may pay such costs directly to DSA. If additional review time for special inspections results from Contractor failing to adhere to baseline schedule for associated scopes of work, Contractor shall be responsible to pay for related costs.
- J. **Contractor Permit Obligations.** District shall pay for all remaining general building permits and ancillary permits and licenses not paid by District prior to the commencement of this Construction Services Agreement. Upon a minimum of a forty-eight (48) hours notice by Contractor, District shall also be responsible for arranging and overseeing all necessary inspections and tests, permits, and ensure compliance with any Federal and State laws. A DSA inspector will be on site during regular hours of operation, unless Contractor makes arrangements for and agrees to pay for off-hours inspection. All municipal inspection fees and other municipal charges for permanent utilities including, but not limited to, sewer, electrical, phone, gas, water, and irrigation shall be paid for by District. Contractor shall be responsible for arranging the payment of such fees, but inspection fees and other municipal fees relating to permanent utilities shall be paid by District. Contractor may either request reimbursement from District for such fees (at direct cost only), or obtain the funds from District prior to paying such fees.
- K. **Protection.** The Contractor shall establish procedures for the protection of all existing structures, equipment, utilities, and other existing improvements, both on site and off site. When modifying existing work or installing new work adjacent to existing work, Contractor shall match, as closely as conditions of

site and materials will allow, the finishes, textures, and colors of the original work, refinishing existing work as required, at no additional cost to District.

- L. **Nuisance Abatement.** The Contractor shall develop a mutually agreed upon documented program with the District to abate and minimize noise, dust, and disruption to normal activities at the existing facilities on the Site, including procedures to control on site noise, dust, and pollution during construction and in accordance with the District's CEQA mitigation measures, based on the CEQA documents that were issued to the Contractor in Addendum #3 during the RFQ process.
- M. **Utilities.** The Contractor shall perform and pay for all temporary utility hook ups and connections; the District shall pay for use of utilities during construction, as well as any fees owed to utility suppliers for connection to existing mainline facilities. When it is necessary to interrupt any existing utility service to make connections, a minimum of forty-eight (48) hours advance notice shall be given to the District, the College Director of Facilities and Architect. Interruptions in utility services shall be of the shortest possible duration for the work at hand and shall be approved by the District and the Architect. In the event any utility service is interrupted without the required forty-eight (48) hour notice, then Contractor shall be liable for all damage suffered by District due to the interruption. Upon completion of work, Contractor shall remove all temporary distribution systems.
- N. **Sanitary Facilities.** The Contractor shall provide sanitary temporary toilet buildings and wash facilities in no fewer numbers than required by law and such additional facilities as may be directed by the Inspector for the use of all workers. The building shall be maintained in a sanitary condition at all times and shall be left at the site until construction is complete. Use of toilet facilities in the work under construction shall not be permitted.
- O. **Layout and Field Engineering.** All field engineering required for laying out this work and establishing grades for earthwork operations shall be furnished by the Contractor at its expense. Such work shall be done by a qualified civil engineer or land surveyor licensed in California and approved by the Architect through the submittal process. Any required "as built" drawings of site development shall be prepared by a qualified civil engineer or land surveyor licensed in California and approved by the Architect.
- P. **Cutting and Patching.** Contractor shall do all cutting, fitting, or patching of work as required to make its several parts come together properly and fit it to receive or be received by work of other contractors showing upon, or reasonably implied by, the drawings and specifications for the completed structure. Contractor shall make good after them as Architect may direct. All cost caused by defective or ill-timed work shall be borne by party responsible therefore. Contractor shall not endanger any work by cutting, excavating, or otherwise altering work and shall not cut or alter work of any other contractor save with consent or at the direction of Architect.
- Q. **Close Out Submittals.** The Contractor shall be responsible for the delivery of the technical manuals, warranties and guarantees as required in the technical specifications prior to filing the Notice of Completion of the Project.

SECTION 9 EXTRA WORK/MODIFICATIONS

- A. In addition to those errors and omissions of the drawings and specifications, if any, which are to be addressed by the Errors and Omissions Allowance, the District may prescribe extra work or a modification or reduction of requirements or of methods of performing the Construction which differ from the work or requirements set forth in the Construction Documents ("Extra Work/Modifications"); and for such

purposes, the District may at any time during the life of this Construction Services Agreement by written order, make such changes as it shall find necessary in the design, line, grade, form, location, dimensions, plan, or material of any part of the work or equipment specified herein or in the Construction Documents, or in the quantity or character of the work or equipment to be furnished. In the event conditions develop or unforeseen conditions are discovered that are not documented in the Contract Documents which make strict compliance with the specifications impractical, Contractor shall notify District of the need for such Extra Work/Modification by placing the matter on the agenda of the weekly construction meetings with District for discussion the week during or the week immediately after the need for such Extra Work/Modification is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. If District approves such request in writing, the costs of the Extra Work/Modifications, as established pursuant to this Section 9, shall be added to the GMP, or otherwise deducted from the GMP, as applicable.

B. Value of any such Extra Work/Modification, change, or deduction shall be determined at the discretion of the District, in consultation with the Architect, in one or more of the following ways:

1. By acceptable lump sum proposal from Contractor with itemization as required by the District and/or the Architect.
2. By unit prices contained in Contractor's cost estimates and incorporated in the Contract Documents or fixed by subsequent agreement between the District and Contractor.
3. By the cost of material and labor and a percentage for the Contractor's construction management fee. If the value is determined by this method the following requirements shall apply:

a. **Daily Reports by Contractor.**

- i. **General.** At the close of each working day, the Contractor shall submit a daily report to the Architect and the Inspector, on forms approved by the District, together with applicable delivery tickets, listing all labor, materials, and equipment involved for that day, and for other services and expenditures when authorized concerning extra work items. An attempt shall be made to reconcile the report daily, and it shall be signed by the Architect or authorized District representative and the Contractor. In the event of disagreement, pertinent notes shall be entered by each party to explain points which cannot be resolved immediately. Each party shall retain a signed copy of the report. Reports by Subcontractors or others shall be submitted through the Contractor.
- ii. **Labor.** The report shall show names of workers, classifications, and hours worked and hourly rate. Project Superintendent expenses are not allowed.
- iii. **Materials.** The report shall describe and list quantities of materials used and unit cost.
- iv. **Equipment.** The report shall show type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable, and hourly/daily cost.
- v. **Other Services and Expenditures.** Other services and expenditures shall be described in such detail as the District may require.

b. Basis for Establishing Costs.

- i. Labor. The costs of labor will be the actual cost for wages prevailing locally for each craft classification or type of workers at the time the extra work is done, plus employer payments of payroll taxes and insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from federal, state or local laws, as well as assessments or benefits required by lawful collective bargaining agreements. The use of labor classification which would increase the extra work cost will not be permitted unless the Contractor establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental.
- ii. Materials. The cost of materials reported shall be at invoice or lowest current price at which such materials are locally available and delivered to the work site in the quantities involved, plus sales tax, freight and delivery. The District reserves the right to approve materials and sources of supply, or to supply materials to the Contractor if necessary for the progress of the work. No markup shall be applied to any material provided by the District.
- iii. Tool and Equipment Rental. No payment will be made for the use of tools which have a replacement value of Five Hundred Dollars (\$500) or less or where an invoice is not provided. Regardless of ownership, the rates to be used in determining equipment rental costs shall not exceed listed rates prevailing locally at equipment rental source, or distributors, at the time the work is performed. For equipment that is Contractor-owned, current Cal Trans equipment rental rates shall apply. The rental rates paid shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals. Necessary loading and transportation costs for equipment used on the extra work shall be included.

If equipment is used intermittently and, when not in use, could be returned to its rental source at less expense to the District than holding it at the work site, it shall be returned, unless the Contractor elects to keep it at the work site at no expense to the District.

All equipment shall be acceptable to the Architect, in good working condition, and suitable for the purpose for which it is to be used. Manufacturer's ratings and manufacturer's approved modifications shall be used to classify equipment and it shall be powered by a unit of at least the minimum rating recommended by the manufacturer.

- iv. Other Items. The District may authorize other items which may be required on the extra work. Such items include labor, services, material and equipment which are different in their nature from those required by the work and which are of a type not ordinarily available from the Contractor or any of the

subcontractors. Invoices covering all such items in detail shall be submitted with the request for payment.

- v. Invoices. Vendors' invoices for material, equipment rental, and other expenditures, shall be submitted with the request for payment. If the request for payment is not substantiated by invoices or other documentation, the District may establish the cost of the item involved at the lowest price which was current at the time of the report.
- c. The following form shall be followed as applicable for additions and deductions to the Construction Services Agreement:

	EXTRA/ (CREDIT)
(a) Material (attach itemized quantity and unit cost plus sales tax and profit/overhead not to exceed ten percent (10%))	_____
(b) Contractor's/Subcontractor's labor and profit/overhead (profit/overhead not to exceed five percent (5%)) (attach itemized hours and base rates from identified prevailing wage rate schedules)	_____
(c) Commercial General Liability and Property Damage Insurance, Workers' Compensation Insurance, Social Security and Unemployment taxes at actual and verified cost	_____
(d) Subtotal	_____
(e) Contractor's additional profit/overhead not to exceed four percent (4%) of Item (d), if applicable	_____
(f) Subtotal	_____
(g) Bond Premium, not to exceed one percent (1%) of Item (f)	_____
(h) Total	_____

- C. It is expressly understood that the value of such extra work or changes, as determined by any of the aforementioned methods, expressly includes any and all of Contractor's costs and expenses, both direct and indirect, resulting from additional time required on the project, or resulting from delays to the Project. Any costs or expenses not included are deemed waived. For purposes of determining the cost, if any, of any extra work, change, addition or omission hereunder, all trade discounts, rebates, refunds, and

all returns from the sale of surplus materials and equipment shall accrue and be credited to Contractor, and Contractor shall ensure that such discounts, rebates, refunds, and returns may be secured, and the amount thereof shall be allowed as a reduction of Contractor's cost in determining the actual cost of construction for purposes of any extra work, change, addition or omissions in the work as provided herein.

- D. Regardless of whether the cost of the Extra Work/Modification is determined pursuant to 1, 2, or 3, above, in addition to the cost of the material and labor for deleted items, Contractor shall credit back an in kind amount for the bonding and mark up for deleted items at the time of the request for the Extra Work/Modification.
- E. Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default, or other situation (i) obligates the District to pay additional compensation to the Contractor; or (ii) obligates the District to grant an extension of time for the completion of the Construction Services Agreement; or (iii) constitutes a waiver of any provision in this Construction Services Agreement, Contractor shall notify the District in writing of such claim as soon as possible, but in no event within more than ten (10) business days from the date Contractor has actual or constructive notice of the claim. Contractor shall also provide District with sufficient written documentation supporting the factual basis of the claim including in the documentation items (B)(3)(C)a-h described in this Section. Contractor shall be required to certify under penalty of perjury the validity and accuracy of any claims submitted. The Contractor's failure to notify the District within the ten (10) business day period shall be deemed a waiver and relinquishment of the claim against the District. If such notice be given within the specified time, the procedure for its consideration shall be as stated above in this Section.
- F. All costs associated with the Extra Work/Modification may be in terms of time, money or both. All requests for additional time shall be accompanied by a schedule fragnet showing the impact to the Critical Path in the preceding schedule submitted to the District. Contractor is to perform due diligence to review visible site conditions and the contract documents in time for work to be performed. Failure to pro-actively perform this key management function may preclude the Contractor to receive added time for a minimum of the time associated with the delay to the Critical Path.
- G. Expenses of reconstruction and/or costs to replace and/or repair damaged materials and supplies, provided that Contractor is not fully compensated for such expenses and/or costs by insurance or otherwise, may be added to the GMP, if said expenses are the result of the sole established negligent acts or omissions or willful misconduct of the District, or its subcontractors, principals, agents, servants, or employees. In all other instances, Contractor is responsible for all components of the Project up to and until final acceptance of the Project by the District.
- H. The term "profit/overhead" for any subcontractors shall be considered to include insurance other than mentioned in Section 9(c) above, field and office supervisors and assistants, watchmen, use of small tools, consumables and general field and home office expenses, and no separate allowance will be made therefor.
- I. "Prohibited usage of Contractor qualifying language stamps on District drawings or contract forms". Contractor shall not countersign or endorse any form, drawing, change order, contract or other documents with any conditions not mutually agreed to in advance by the District and the Contractor. Endorsement of a contract, change order, specification, drawing or form with the following: "This change order is being executed without waiver of the right to seek additional compensation for such services," shall be of no legal force or effect.

SECTION 10 TIME OF COMPLETION

- A. Once the District has issued a Notice to Proceed, Contractor shall proceed with the construction of the project with reasonable diligence. Contractor agrees that the Project will be fully completed by November 30, 2015, as said time may be extended for such periods of time as Contractor is prevented from proceeding with or completing the Project for any cause described in this section 10, or as otherwise agreed to in writing by the District and Contractor. If the work is not completed in accordance with the foregoing, it is understood that the District will suffer damage. Contractor shall not be entitled to a bonus or incentive payment for completing the Project prior to the contractual duration. It being impractical and infeasible to determine the amount of actual damage, it is agreed that Contractor shall pay to District as fixed and liquidated damages and not as a penalty the sum of TWO THOUSAND SEVEN HUNDRED AND FIFTY DOLLARS (\$2,750.00) per day for each calendar day of delay until work is completed and accepted. Contractor and their surety shall be liable for the amount thereof. Any money due or to become due the Contractor may be retained by the District to cover said liquidated damages. Should such money not be sufficient to cover said liquidated damages, the District shall have the right to recover the balance from the Contractor or its sureties, who will pay said balance forthwith.

This Section 10 and the liquidated damages referred to directly above is expressly understood and agreed to by the Parties hereto:

_____ Contractor's Initials

_____ District's Initials

- B. Within five (5) business days after the Project commencement date in the District's Notice to Proceed, Contractor shall furnish District with a preliminary schedule showing all activities to be performed within the first thirty (30) days of construction. Twenty-one (21) days following the preliminary schedule submittal Contractor shall furnish a CPM (Critical Path Method) Schedule fully detailed to fifteen (15) day maximum duration of work, setting forth the expected dates for commencement and completion of each of the various stages of construction to be performed by Contractor pursuant to this Construction Services Agreement (the "Time Schedule"). The Contractor shall submit the master schedule to the District for acceptance and update the master schedule as appropriate on at least a monthly basis. The Contractor shall incorporate the activities of Contractors on the Project, submittals and delivery of products requiring long lead time procurement. The schedule will separately identify those milestones or events that must be completed before other portions of the work can be accomplished. The Contractor has been provided with a copy of the District's commissioning agreement ("Commissioning Agreement"), is aware of the commissioning requirements and will incorporate the necessary activities within the schedule to allow required work to be completed upon completion of testing and balancing. The Contractor shall also include the District's occupancy requirements showing portions of the Projects having occupancy priority. It is specifically understood that District will utilize said schedule as it is revised from time to time to determine completion dates of various aspects of the Project. The District may reject such a schedule and require modification to it if, in the opinion of the Architect or District, adherence to the progress schedule will cause the work not to be completed in accordance with the Agreement.
- C. Contractor will exchange scheduling information with subcontractors and suppliers. Contractor will order work, equipment and materials with sufficient lead time to avoid interruption of the work. The Contractor

shall be responsible for providing the District with a Schedule of Values within ten (10) business days of the Project commencement date in the District's Notice to Proceed, which will be updated as needed. Sublease Prepayments under the Sublease shall be conditioned upon completion of various aspects of the Project as determined by District's Inspector pursuant to the Time Schedule and the Schedule of Values. Contractor shall furnish on form(s) approved by District:

1. Within ten (10) calendar days of award of contract a detailed schedule of values giving complete breakdown of contract price for each component of the Project or site which shall include all subcontractor/supplier agreements showing dollar amounts of these agreements to justify the schedule of values; and
 2. A periodical itemized estimate of work done for purpose of making partial payments thereon. Change order work shall be clearly identified on a separate schedule of values.
 3. Within ten (10) calendar days of request of District, a schedule of estimated monthly payments which shall be due Contractor under the Agreement.
 4. Values employed in making up any of these schedules are subject to the Architect's written approval and will be used only for determining basis of partial payments and will not be considered as fixing a basis for additions to or deductions from contract price.
- D. The contract times may only be changed by change order or written amendment and time is of this essence in this Contract Documents.
- E. The contract times will be adjusted in an amount equal to the time lost as shown on a critical path schedule due to the following:
1. Changes in the Work ordered by District;
 2. Acts or neglect by District's consultants, acts or neglect of utility districts, acts or neglect of other Contractors performing other Work, provided Contractor has fully and completely performed its responsibilities under the Contract Documents, including but not limited to, its cooperation and coordination responsibilities required by the Contract Documents
- F. In accordance with Section 4215 of the Government Code, if the Contractor while performing the work on the project discovers any existing main or trunkline utility facilities not identified by the public agency (the District) in the contract plans or specifications, Contractor shall immediately notify the public agency (the District) and utility in writing. The public utility, where they are the owner, shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price. The Contractor shall be compensated for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the Project necessarily idled during such work. Such compensation shall be in accordance with the extra work provisions set out in Section 9 hereof. The Contractor shall not be assessed liquidated damages for this Construction Services Agreement and shall not be subject to any damages for delay in completion of the Project, when such delay was caused by the failure of the District or the owner of the utility to provide for removal or relocation of the existing main or trunkline utility facilities; however, when the Contractor is aware that removal or relocation of an existing utility has not been provided for, Contractor shall promptly notify the District and the utility in writing, so that provision for such removal or relocation may be made to avoid and minimize any delay which might be caused by the failure to remove or relocate the main or trunkline utility facilities, or to provide for its removal or relocation.

- G. Contractor shall not be charged for liquidated damages, as set forth in the Agreement, because of any delays in completion of work due to unforeseeable causes beyond the control and without the fault or negligence of Contractor, including but not restricted to: acts of God, or of public enemy, acts of Government, acts of District or anyone employed by it or acts of another contractor in performance of a contract (other than the Contract Documents) with District, fires, floods, epidemics, quarantine restrictions, strikes, and unusually severe weather or delays of subcontractors due to such causes, provided that Contractor has taken reasonable precautions to prevent further delays owing to such causes. The normal seasonal weather conditions for the Mission Viejo, California area, is agreed herein to result in fourteen (14) days per calendar year wherein construction work may not be performed due to inclement weather. Any resulting "dry-out" time shall not be included within the fourteen (14) days and shall not be considered reason for a time extension.
1. Contractor will only be allowed a time extension for unusually severe weather if it results in precipitation or other conditions which in the amount, frequency, or duration is in excess of the days established above. No less than fourteen (14) calendar days per calendar year will be allotted for in Contractor's schedule. The weather days shall be shown on the schedule and if not used will become float for the Project's use. Contractor will only be allowed a day-for-day weather delay when a weather condition impacts critical path work. Contractor is expected to work seven (7) days per week (if necessary, irrespective of inclement weather), to maintain access, and to protect the work under construction from the effects of inclement weather.
 2. If the weather is unusually severe and prevents Contractor from beginning work at the usual daily starting time, or prevents Contractor from proceeding with seventy-five (75%) of the normal labor and equipment force towards completion of the day's current controlling item on the accepted schedule for a period of at least five hours, and the crew is dismissed as a result thereof, Architect will designate such time as unavoidable delay and grant one (1) calendar-day extension.
- H. Contractor shall within ten (10) calendar days of beginning of any delay notify District in writing of causes of delay. Thereupon District shall ascertain the facts and extent of delay and grant extension of time for completing work when, in its judgment, the findings of fact justify such an extension. District's findings of fact thereon shall be final and conclusive on the parties hereto. Extension of time shall apply only to that portion of work affected by the delay, and shall not apply to other portions of work not so affected. Contractor agrees that the extension of time granted under this Article shall be its sole and exclusive remedy for the consequences of any delay described above. For any such delay resulting from the actions or inactions of Architect, District, or their officers, agents, and employees, or changes to the scope of the Work which impact the schedule, Contractor shall be entitled to reimbursement for its reasonable additional costs resulting from such delay, but not any additional profit or fee.
- I. Contractor acknowledges the extreme importance of promptly notifying and thoroughly documenting any request for time extension and further specifically acknowledges that District will suffer extreme prejudice should Contractor fail in any way to comply with this requirement. Failure to comply with the procedures and time limits established in this Article shall constitute a waiver of such request. Evidence presented by Contractor that District had actual notice of the time extension request, that District was not prejudiced by Contractor's failure to comply with this requirement, and/or that District considered Contractor's request despite Contractor's failure to strictly comply with this provision shall not render this requirement unenforceable.

- J. Contractor is required to order, obtain, and store materials and equipment sufficiently in advance of its work at no additional cost or advance payment from District to assure that there will be no delays. An extension of time will not be granted for a delay caused by a shortage of materials, except District-furnished materials. Contractor is responsible to bring inability to obtain material in a timely fashion to the Architect's attention and so as not to cause delay to the Project. No consideration will be given to any claim that material could not be obtained at a reasonable, practical, or economical cost, unless it is shown to the satisfaction of Architect that such material could have been obtained only at exorbitant prices, entirely inconsistent with current rates for such material taking into account the quantities involved and the usual practices in obtaining such quantities and that such fact could not have been known or anticipated at the time this Construction Services Agreement was entered into.
- K. Contractor shall not be entitled to additional compensation for delays within its control. Contractor is aware that governmental agencies, such as the Department of General Services, gas companies, electrical utility companies, water districts and other agencies may have to approve Contractor-prepared drawings or approve a proposed installation. In the event of delays to the Project from such agencies for which Contractor has no control, provided such delays are not caused by Contractor's or any subcontractor's acts or omissions, Contractor may be entitled to extensions for any deferred approvals that are longer than six (6) weeks in continued duration, but shall not be allowed additional compensation for the costs of such delays. Any deferred approvals less than six (6) weeks in duration shall not extend completion of work.
- L. District reserves the right to occupy any building or portion thereof or use any improvement contemplated by the Contract Documents prior to the completion of the entire Project. A list of work to be completed and corrected by Contractor, if any, shall be prepared and agreed to between District and Contractor before any such occupancy or use. Such occupancy or use shall not operate as an acceptance of any part of the Project but shall start the guaranty-warranty period on the structure or portion thereof so occupied or improvement or equipment so used; provided, however, that such occupancy or use shall not start the guaranty-warranty period as to items appearing on the list of work yet to be completed and corrected or as to structures or improvements (or portions thereof) that are not occupied or used. No such occupancy or use shall be deemed to have occurred unless and until District has given Contractor written notice of its intention to so occupy or use any particular structure or improvement specifying the portion or portions of the structure, improvement or equipment which will be deemed so occupied or used. District and Contractor shall take reasonable steps to obtain the consent of Contractor's insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse of or reduction of such insurance. Such occupancy or use by District shall relieve Contractor of (and District shall assume) the responsibility for injury or damage to said occupied or used portions of the Project resulting from use by District or the public or from the action of the elements or from any other cause, except injury or damage resulting from the operations, negligence or intentional acts of Contractor, any subcontractors or material suppliers of any tier, or their officers, employees or agents.
- M. If Contractor submits a revised schedule showing an earlier completion date for the Project, District's acceptance of this revised schedule shall not entitle Contractor to any delay claim or disruption damages or any other damages due to any such revised schedule. Nothing provided here in shall be construed as a direct, indirect or implicit acceleration order to the Contractor.

- N. Contractor agrees that failure to timely submit the progress schedule, the monthly schedule or any revised progress schedule requested by the Architect or the District may result in delay in payment to Contractor.
- O. In addition to the requirement to update the baseline Time Schedule, Contractor is responsible to provide a four week rolling progress schedule at each progress meeting. This schedule shall roll off the Time Schedule or include activities from the Time Schedule that align with the dates and durations for reference. Schedule will include activities that are 1 week behind the Data Date and 3 weeks ahead of the Data Date. The Data Date shall be the date of the progress meeting. Schedule shall include information for all trades on-site. Schedule will identify any work that is proposed outside the regular working hours.
- P. Contractor will provide a digger report (version 3.0 or later) with each schedule submittal.
- Q. The term "Fully Completed and Accepted," as used herein, shall mean that all work has been completed in accordance with the Construction Documents and that successful testing, startup and commissioning, LEED certification if required by Project and satisfactory operation of the Project as a total unit has been accomplished in conformance with the Construction Documents.
1. The District shall accept completion of the Project and have the Notice of Completion recorded within ten (10) days of acceptance of completion of the Project when the entire work including punch list items shall have been completed to the satisfaction of the District. Civil Code Section 3093. The work may only be accepted as complete by action of the District's Governing Board.
 2. However, the District, at its sole option, may accept completion of the Project and have the Notice of Completion recorded when the entire work including individual portions of the work shall have been completed to the satisfaction of the District, except for minor corrective items, as distinguished from incomplete items.
 3. A final walk through of the Project to determine completion and to record the Notice of Completion shall occur only upon a valid claim by Contractor that the Project is complete except for minor corrective items. Any erroneous claims of completion by Contractor resulting in a premature walk through shall be at Contractor's sole cost and expense and District shall make adjustments to the contract price by reducing the amount thereof to pay for any costs incurred by the District due to the erroneous claims by the Contractor that the Project is complete. Minor corrective items shall be identified in the final walk through of the Project.
 4. If the Contractor fails to complete the minor corrective items prior to the expiration of the thirty-five (35) day period immediately following recording of the Notice of Completion, the District shall withhold from the final payment an amount equal to one hundred fifty percent (150%), as determined by the District, of the amount of each item until such time as the item is completed. Public Contract Code Section 7107. At the end of such 35-day period, if there are items remaining to be corrected, the District may elect to proceed as follows:
 - a. If Contractor defaults or neglects to carry out the work in accordance with the Project Documents or fails to perform any provision thereof, District may, after ten (10) days written notice to the Contractor and without prejudice to any other remedy it may have, make good such deficiencies.
 - b. The District shall adjust the total contract price by reducing the amount thereof by the cost of making good such deficiencies. If District deems it inexpedient to correct work

not done in accordance with the Project Documents, an equitable reduction in the contract price shall be made therefore.

SECTION 11 TERMINATION OF AGREEMENT

A. Termination for Breach.

1. If the Contractor refuses or fails to proceed with the construction of the Project or any separable part thereof with such diligence as will insure its completion within the time specified by this Construction Services Agreement or any extension thereof, or fails to complete the Project within such time, or if the Contractor should be adjudged bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or the Contractor or any of its subcontractors should violate any of the provisions of this Construction Services Agreement, the District may serve written notice upon the Contractor and its Surety of the District's intention to terminate this Construction Services Agreement. This notice of intent to terminate shall contain the reasons for such intention to terminate this Construction Services Agreement and a statement to that effect that the Contractor's right to perform work on the Project shall cease and terminate upon the expiration of ten (10) days unless such violations have ceased and arrangements satisfactory to the District have been made for correction of said violations.
2. In the event that the District serves such written notice of termination upon the Contractor and the Surety, the Surety shall have the right to take over and perform this Construction Services Agreement. If the Surety does not: (1) give the District written notice of Surety's intention to take over and commence performance of this Construction Services Agreement within fifteen (15) days of the District's service of said notice of intent to terminate upon Surety; and (2) actually commence performance of this Construction Services Agreement within thirty (30) days of the District's service of said notice upon Surety; then the District may take over the Project and prosecute the same to completion by separate contract or by any other method it may deem advisable for the account and at the expense of the Contractor.
3. In the event that the District elects to obtain an alternative performance of the Construction Services Agreement as specified above: (1) the District may, without liability for so doing, take possession of and utilize in completion of the Project such materials, appliances, plants and other property belonging to the Contractor that are on the site and reasonably necessary for such completion; and (2) Surety shall be liable to the District for any cost or other damage to the District necessitated by the District securing an alternate performance pursuant to this Section 11.
4. The expense of finishing the work, including compensation for additional Architectural, managerial, and administrative services, shall be a charge against Contractor and Contractor agrees that the charge may be deducted from any money due or becoming due to Contractor from District or Contractor shall pay the charge to the District. Expense incurred by District as herein provided, and damage incurred through Contractor's default, shall be certified to District by Architect. The surety shall become liable for payment should Contractor fail to pay in full any cost incurred by the District.

B. Termination for Convenience.

1. The District may terminate performance of the Project called for by the Contract Documents in whole or, from time to time, in part, if the District determines that a termination is in the District's interest.
2. The District shall terminate all or any part of the Project upon delivery to the Contractor of a "Notice of Termination" specifying that the termination is for the convenience of the District, the extent of termination, and the effective date of such termination.
3. After receipt of Notice of Termination, and except as directed by the District's Representative, the Contractor shall, regardless of any delay in determining or adjusting any amounts due under this Termination for Convenience clause, immediately proceed with the following obligations:
 - a. Stop Work as specified in the Notice of Termination.
 - b. Complete any work specified in the Notice of Termination in a least cost/shortest time manner while still maintaining the quality called for under the Contract Documents and to ensure quality of material left on-site.
 - c. Leave the Property upon which the Contractor was working and upon which the facility (or facilities) forming the basis of the Contract Documents is situated in a safe and sanitary manner such that it does not pose any threat to the public health or safety.
 - d. Terminate all subcontracts to the extent that they relate to the portions of the work terminated.
 - e. Place no further subcontracts or orders, except as necessary to complete the continued portion of the Construction Services Agreement.
 - f. Submit to the District's Representative, within ten (10) days from the Project termination date found in the Notice of Termination, all of the usual documentation called for by the Contract Documents to substantiate all costs incurred by the Contractor for labor, materials and equipment through the Project termination date, including termination costs related to demobilizing and closing out the project, found in the Notice of Termination. Any documentation substantiating costs incurred by the Contractor solely as a result of the District's exercise of its right to terminate this Construction Services Agreement pursuant to this clause, which costs the Contractor is authorized under the Construction Services Agreement to incur, shall: (i) be submitted to and received by the District no later than thirty (30) days after the Project termination date found in the Notice of Termination; (ii) describe the costs incurred with particularity; and (iii) be conspicuously identified as "Termination Costs occasioned by the District's Termination for Convenience."
4. Termination of the Construction Services Agreement shall not relieve the Surety of its obligation for any just claims arising out of or relating to the work performed on the Project.
5. In the event that the District exercises its right to terminate this Construction Services Agreement pursuant to this clause, the District shall pay the Contractor, upon the Contractor's submission of the documentation required by this provision, and other applicable provisions of the Construction Services Agreement the following amounts:

- a. All actual costs incurred according to the provisions of this Construction Services Agreement including but not limited to insurance costs incurred in connection with the Project.
 - b. A reasonable allowance for profit on the cost of the work on the Project performed, provided Contractor establishes to the satisfaction of the District, that it is reasonably probable that the Contractor would have made a profit had the Construction Services Agreement been completed and provided further, that the profit allowed shall in no event exceed five percent (5%) of costs. In no event shall the total amount exceed GMP.
 - c. Not to Exceed Ten Thousand Dollars and 00/100 (\$10,000.00) for Contractor's Home Office administrative costs in determining the amount payable due to termination of the Construction Services Agreement under this Section 11.
- C. Termination of Agreement by Contractor.
- 1. The Contractor may terminate the Construction Services Agreement upon ten (10) days written notice to the District, whenever: (1) the entire Project has been suspended for ninety (90) consecutive days through no fault or negligence of the Contractor and notice to resume the Construction Services Agreement or to terminate the Construction Services Agreement has not been received from the District within this time period; or (2) the District should fail to pay the Contractor any sums due it following the receipt by District of a written request from the Contractor (unless such sums are contested by the District) in accordance with the terms of the Construction Services Agreement and within the time limits prescribed; or (3) the District shall elect not to appropriate funds and/or not to make two (2) successive Sublease Prepayments following the receipt by District of a request from the Contractor in its capacity as Lessor for each such Sublease Prepayment submitted pursuant to Section 26(A) of the Sublease. In the event of such termination, the Contractor shall have no claims against the District except for work performed on the Project as of the date of termination.
- D. In the event of a dispute between the parties as to performance of the work or the interpretation of this contract, or payment dispute, the parties shall attempt to resolve the dispute. Pending resolution of this dispute, Contractor agrees to continue the work diligently to completion.

SECTION 12 PERSONNEL ASSIGNMENT

- A. Contractor shall employ a competent, English speaking Project personnel including Project Manager, Field Superintendent, Project Engineer and necessary assistants who shall be in attendance at the Project Site during the performance of the work. Before commencing the work, Contractor shall designate in writing the name, qualifications, experience and references from owners and architects on previous projects for Contractor's proposed Project personnel who, on approval of District, shall have full authority to represent and act for Contractor. All directions given to the Project Manager shall be as binding as if given to Contractor. A facsimile of the signatures of the authorized representatives of Contractor shall be submitted to Architect and District. Contractor's authorized representatives, or designated substitutes, acceptable to District, shall be present at the Site at all times that any work is in progress and at any time that any employee or subcontractor of Contractor is present at the Site and shall attend all job meetings. The Project personnel shall be present on a full-time basis, shall be dedicated exclusively to the Project and shall not share management duties with another project or job. The Project personnel shall not be

replaced except with written consent of District, unless Project personnel proves to be unsatisfactory to Contractor and ceases to be in its employ, in which case, Contractor shall notify District and Architect in writing within one day of occurrence. In this event, Contractor shall provide immediate replacement, while undergoing District review of proposed permanent replacement. Proposed replacement must be provided within five (5) days of occurrence. The Project Manager shall represent Contractor in its absence and shall be fully authorized to receive and fulfill any instruction from Architect, Inspector, District or any other District representative. All Requests for Information shall be originated by the Project Manager and responses thereto shall be given to the Project Manager. No work shall begin on any day by any subcontractor or other person on the Project site until Contractor management personnel has arrived, or shall any work continue during the day after the Contractor management personnel has departed from the Project Site. The Project Manager shall have authority to bind Contractor through the Project Manager's acts.

- B. Contractor shall notify District and Architect, in writing, when Contractor desires to change the Project personnel for the Project, and shall provide the information specified above. The new permanent Project personnel cannot serve on the Project beyond five day temporary timeframe until approved by District. District shall have the right, at any time, to direct a change in Contractor's Project personnel if performance is unsatisfactory, as determined by District, in its sole discretion.
- C. Contractor shall be solely responsible for the construction means, methods, techniques, sequences, procedures, and coordinating all portions of the work under the Contract Documents, unless the Contract Documents give other specific instructions concerning these matters. Contractor shall be responsible to see that the finished work complies accurately with the Contract Documents. Contractor shall not perform the work without utilizing the Contract Documents or, where required, approved shop drawings, product data, or samples for any such portion of the work.
- D. Contractor shall be responsible to District for acts and omissions of Contractor's employees, subcontractors, material and equipment suppliers, and their agents, employees, invitees, and other persons performing portions of the work under direct or indirect contract with Contractor or any of its subcontractors.

SECTION 13 MAINTENANCE OF RECORDS; AUDIT/OWNERSHIP OF DOCUMENTS.

- A. The Contractor, and any subcontractors, shall keep or cause to be kept true and complete books, records, and accounts of all financial transactions in the course of its activities and operations related to the Project. These documents may include sales slips, invoices, payrolls, personnel records, requests for subcontractor payment, and other data relating to all matters covered by the Contract Documents. At all times during the construction of the Project, and for four (4) years following the termination of the term of the last Document, the Contractor, and any subcontractors, shall retain such data and records. During construction of the Project, the Contractor shall make available all requested data and records at reasonable locations within the County of Orange, at any time during normal business hours, and as often as the District deems necessary. If records are not made available within the County of Orange during the construction of the Project, the Contractor shall pay the District's travel costs to the location where the records are maintained. Upon completion of the construction of the Project, Contractor shall provide District with one (1) complete copy of all books, records and accounts of all financial transactions in the course of its activities and operations related to the Project, including but not limited to sales slips, invoices, payrolls, personnel records, requests for subcontractor payment and other data relating to all

matters covered by the Contract Documents. Failure to make requested records available for audit by the date requested will entitle the District to terminate this Construction Services Agreement, subject to the notice and right to cure periods specified within section 11(A)(1) of this Construction Services Agreement. Contractor, at all times, shall remain responsible for providing all such documentation, and shall ensure all subcontractors provide such information to ensure Contractor's complete copy of all books, records and accounts described above are, in fact, complete.

- B. At its own cost, the District shall have the right to review and audit, upon reasonable notice, the books and records of the Contractor concerning any monies associated with the Project. This right does not extend to books and records that do not, in any way, relate to or concern the accounting of monies associated with the Project. Any such audit shall be performed by an independent auditor, having no direct or indirect relationship with the functions or activities being audited or with the business conducted by the Contractor or District. In the event the independent auditor determines that Savings realized during the prosecution and progress of the Project were not allocated as provided for in Section 6 of this Construction Services Agreement, the District shall be entitled to deduct the amount of such Savings from the next Sublease Payment due or Sublease Prepayments, as applicable, under the provisions of the Sublease between District and Contractor. If the Contractor disputes the findings of the independent auditor, such dispute shall be handled in accordance with the provisions of Section 34 of this Construction Services Agreement.
- C. Ownership of Drawings. Notwithstanding any provision of this Agreement, all drawings, specifications, and copies thereof furnished by District are its property. They are not to be used on other work and with exception of signed contract sets, are to be returned to District on request at completion of work.

SECTION 14 PREVAILING RATES OF WAGES; RECORDS, APPRENTICES

A. Wage Rates, Travel and Subsistence.

1. Wage Rates.

Pursuant to the provisions of Article 2 (commencing at § 1720), Chapter 1, Part 7, Division 2, of the Labor Code, the District has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this public works project is to be performed for each craft, classification, or type of worker needed for this Project from the Director of the Department of Industrial Relations ("Director"). These rates are on file at the administrative office of the District and are also available from the Director of the Department of Industrial Relations. Copies will be made available to any interested party on request. The Contractor shall post a copy of such wage rates at appropriate, conspicuous, weatherproof points at the Site.

Any worker employed to perform work on the Project, but such work is not covered by any classification listed in the published general prevailing wage rate determinations or per diem wages determined by the Director of the Department of Industrial Relations, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to the employment of such person in such classification.

2. Holiday and Overtime Pay.

Holiday and overtime work, when permitted by law, shall be paid for at the rate set forth in the prevailing wage rate determinations issued by the Director of the Department of Industrial Relations or at least one and one-half (1½) times the specified basic rate of per diem wages, plus employer payments, unless otherwise specified in the contract documents or authorized by law.

3. Wage Rates Not Affected by Subcontracts.

The Contractor shall pay and shall cause to be paid each worker engaged in the execution of the Work on the Project not less than the general prevailing rate of per diem wages determined by the Director, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such workers.

4. Per Diem Wages.

The Contractor shall pay and shall cause to be paid to each worker needed to execute the Work on the Project per diem wages including, but not limited to, employer payments for health and welfare, pensions, vacation, travel time and subsistence pay as provided for in Labor Code §1773.1.

5. Forfeiture and Payments.

Pursuant to Labor Code §1775, the Contractor shall forfeit to the District, not more than Two Hundred Dollars (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing wages rates as determined by the Director of the Department of Industrial Relations, for the work or craft in which the worker is employed for any work done under the Agreement by the Contractor or by any subcontractor under it. The amount of the penalty shall be determined by the Labor Commissioner and shall be based on consideration of: (1) whether the Contractor or subcontractor's failure to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily correct upon being brought to the attention of the Contractor or subcontractor; and (2) whether the Contractor or subcontractor has a prior record of failing to meet its prevailing wage obligations.

B. Records of Wages Paid.

1. Payroll Records.

- a. Pursuant to §1776 of the Labor Code, each Contractor and subcontractor shall keep an accurate payroll record showing the name, address, social security number, work classification and straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by him or her in connection with the Project.
- b. All payroll records shall be certified and submitted to the District with each application for payment, but shall not be submitted less than once per month. All payroll records shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

- i. a certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
 - ii. a certified copy of all payroll records shall be made available for inspection or furnished upon request to a representative of District, the Division of Labor Standards Enforcement or the Division of Apprenticeship Standards of the Department of Industrial Relations.
 - iii. a certified copy of all payroll records shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through the District, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to Paragraph (2) above, the requesting party shall, prior to being provided the records, reimburse the costs, according to law for the preparation by the Contractor, subcontractor(s), 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 Contractor.
- c. The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the Division of Labor Standards Enforcement.
- d. The Contractor or subcontractor(s) shall file a certified copy of all payroll records with the entity that requested such records within 10 (ten) calendar days after receipt of a written request.
- e. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the District, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor awarded the contract or the subcontractor(s) performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (Section 175a of Title 29 of the United States Code) shall be marked or obliterated only to prevent disclosure of an individual's name and social security number. Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided non-redacted copies of certified payroll records.
- f. The Contractor shall inform the District of the location of all payroll records, including the street address, city and county, and shall, within five (5) business days, provide a notice of a change of location and address.
- g. The Contractor or subcontractor(s) shall have ten (10) calendar days in which to comply subsequent to receipt of a written notice requesting payroll records. In the event that the Contractor or Subcontractor(s) fails to comply within the 10-day period, the

Contractor or subcontractor(s) 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 Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

Responsibility for compliance with this Section shall rest upon the Contractor.

2. Withholding of Contract Payments & Penalties.

The District may withhold or delay contract payments to the Contractor if:

- a. The required prevailing rate of per diem wages determined by the Director of the Department of Industrial Relations is not paid to all workers employed on the Project; or
- b. The Contractor or any subcontractor(s) fail to submit all required certified payroll records with each application for payment, but not less than once per month; or
- c. The Contractor or subcontractor(s) submit incomplete or inadequate payroll records; or
- d. The Contractor or subcontractor(s) fail to comply with the Labor Code requirements; or concerning apprentices; or
- e. The Contractor or subcontractor(s) fail to comply with any applicable state laws governing workers on public works projects.

When determining GMP, Contractor shall include to the extent possible anticipated general prevailing wage rates for the time when work on the Project will actually be performed.

SECTION 15 DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS

The Contractor, or any subcontractor working under the Contractor may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Section 1777.1 or Section 1777.7 of the California Labor Code. Any contract on a public works project entered into between the Contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid, or may have been paid to a debarred subcontractor by the Contractor on the project shall be returned to the District. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.

SECTION 16 EMPLOYMENT OF APPRENTICES

- A. **Apprentice Wages and Definitions.** All apprentices employed by the Contractor to perform services under the Contract Documents shall be paid the standard wage paid to apprentices under the regulations of the craft or trade for which he or she is employed, and as determined by the Director of the Department of Industrial Relations, and shall be employed only at the craft or trade to which he or she is registered. Only apprentices, as defined in Section 3077 of the Labor Code, who are in training under

apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprenticeship agreements under Chapter 4 (commencing with Section 3070) of Division 3, are eligible to be employed under these Contract Documents. The employment and training of each apprentice shall be in accordance with the apprenticeship standards and apprentice agreements under which he or she is training, or in accordance with the rules and regulations of the California Apprenticeship Council.

- B. **Employment of Apprentices.** Contractor agrees to comply with the requirements of Labor Code section 1777.5. The Contractor awarded the Project, or any Subcontractor under him or her, when performing any of the work under the Contract Documents or subcontract, employs workers in any apprenticeable craft or trade, the Contractor and Subcontractor shall employ apprentices in the ratio set forth in Labor Code section 1777.5. The Contractor or any Subcontractor must apply to any apprenticeship program in the craft or trade that can provide apprentices to the Project Site for a certificate approving the contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the Contractor or Subcontractor, shall arrange for the dispatch of apprentices to the Contractor or Subcontractor upon the Contractor's or Subcontractor's request. "Apprenticeable craft or trade" as used in this Article means a craft or trade determined as an apprenticeable occupation in accordance with the rules and regulations prescribed by the California Apprenticeship Council. The ratio of work performed by apprentices to journeyman employed in a particular craft or trade on the Project shall be in accordance with Labor Code section 1777.5.
- C. **Submission of Contract Information.** Prior to commencing work on the Project, the Contractor and Subcontractors shall submit contract award information to the applicable apprenticeship program(s) that can supply apprentices to the Project and make the request for the dispatch of apprentices in accordance with the Labor Code. The information submitted shall include an estimate of journeyman hours to be performed under the Contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the District if requested. Within sixty (60) days after concluding work on the Project, the Contractor and Subcontractors shall submit to the District, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the Project.
- D. **Apprentice Fund.** The Contractor or any Subcontractor under him or her, who, in performing any of the Work under the Contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the Director determines is the prevailing amount of apprenticeship training contributions in the area of the Project. The Contractor and Subcontractors may take as a credit for payments to the California Apprenticeship Council any amounts paid by the Contractor or Subcontractor to an approved apprenticeship program that can supply apprentices to the Project. The Contractor and Subcontractors may add the amount of the contributions in computing his or her proposal or bid for the Contract Documents.
- E. **Contractor Compliance.** The responsibility of compliance with Article 13 and Section 1777.5 of the Labor Code for all apprenticeable occupations is with the Contractor. Any Contractor or Subcontractor that knowingly violates the provisions of this Article or Labor Code section 1777.5 shall be subject to the penalties set forth in Labor Code section 1777.7.

SECTION 17 HOURS OF WORK

- A. Eight (8) hours of work shall constitute a legal day's work. The Contractor and each subcontractor shall forfeit, as penalty to the District, twenty five dollars (\$25) for each worker employed in the execution of work on the Project by the Contractor or any subcontractor under him for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any calendar week in violation of the provisions of the Labor Code, and in particular, Section 1810 to Section 1815, thereof, inclusive, except that work performed by employees of the Contractor and his subcontractors in excess of eight hours per day at not less than one and one half times the basic rate of pay, as provided in Labor Code section 1815.
- B. Construction work on the Project shall be accomplished on a regularly scheduled eight (8) hour per day work shift basis, Monday through Friday, during those business hours allowed by the City of Mission Viejo for the type of work to be performed, however, nothing herein shall prevent Contractor from working weekends and after hours in order to complete the Project so long as not otherwise prohibited by law or local ordinances or regulations.
- C. Any work necessary to be performed after regular working hours, or on Sundays or other holidays shall be performed and included within the GMP, unless otherwise agreed to in writing before the work in question is commenced pursuant to Section 9, Extra Work/Modifications.

SECTION 18 PAYROLL RECORDS

- A. This Project is subject to labor compliance monitoring and enforcement by the Compliance Monitoring Unit ("CMU") within the Division of Labor Standards Enforcement pursuant to Title 8, California Code of Regulations, Section 16450 *et seq.*
- B. The Contractor and all Subcontractors shall be required to furnish, at least monthly, electronic certified payroll records directly to the Labor Commissioner/ Compliance Monitoring Unit in accordance with Title 8, California Code of Regulations, Section 16450 *et seq.* All payroll records shall be furnished in a format prescribed by Title 8, California Code of Regulations, Section 16401. The Contractor and all Subcontractors are directed to go to <https://app.mylcm.com> and follow the instructions to enroll in CMU's eCPR system to submit electronic certified payroll records. The District will have direct and immediate access to all CPRs for the Project that are submitted through the eCPR system. The District can use this information for any appropriate purpose, including monitoring compliance, identifying suspected violations, and responding to Public Records Act requests.
- C. The CMU may conduct various compliance monitoring and enforcement activities including, but not limited to, confirming the accuracy of payroll records, conducting worker interviews, conducting audits, requiring submission of itemized statements prepared in accordance with Labor Code section 226, and conducting random in-person inspections of the Project site ("On-Site Visits"). On-Site Visits may include inspections of records, inspections of the work site and observation of work activities, interviews of workers and others involved with the Project, and any other activities deemed necessary by the CMU to ensure compliance with prevailing wage requirements. The CMU shall have free access to any construction site or other place of labor and may obtain any information or statistics pertaining to the lawful duties of the Labor Commissioner.

- D. Any lawful activities conducted or any requests made by the CMU shall not be the basis for any delays, claims, costs, damages or liability of any kind against the District by the Contractor. Contractor and all Subcontractors shall cooperate and comply with any lawful requests by the Compliance Monitoring Unit. The failure of the CMU, the Division of Labor Standards Enforcement, or any other part of the Department of Industrial Relations to comply with any requirement imposed by the California Code of Regulations, Title 8, Chapter 8 shall not of itself constitute a defense to the failure to pay prevailing wages or to comply with any other obligation imposed by Division 2, Part 7, Chapter 1 of the Labor Code.
- E. Prior to commencing any work on the Project, the Contractor shall post the notice/poster required under Title 8, California Code of Regulations, Section 16451(d) in both English and Spanish at a conspicuous, weatherproof area at the Project site. The required notice/poster is available on the CMU website, at the Division of Labor Standards Enforcement District Offices or can be obtained by emailing a request to CMU@dir.ca.gov.

SECTION 19 BONDING REQUIREMENTS

The Contractor shall provide the following bonds:

- A. A "Payment Bond" (material and labor bond) from a California admitted surety and in the form attached hereto, shall be provided by Contractor for the Project within five (5) business days after the Project commencement date in the Notice to Proceed for the Project. The Payment Bond shall be for One Hundred Percent (100%) of the GMP of the Project, to satisfy claims of materials suppliers and of mechanics and laborers employed on the Project. The Payment Bond shall be maintained by the Contractor in full force and effect for the Project until the Project is fully completed and accepted and until all claims for materials and labor are paid, and shall otherwise comply with California law. The Payment Bond, once obtained, shall be attached to this Construction Services Agreement as Exhibit "D." In the event the GMP is increased in accordance with the provisions set forth in Section 9 above, the Contractor must increase the Payment Bond to equal the revised GMP. The Payment Bond must be executed by an admitted Surety approved to conduct business in the State of California, pursuant to California Code of Civil Procedure Section 995.120. In addition, to the extent required by law, the Payment Bond must be accompanied by a certified copy of the certificate of authority of the insurer issued by the Insurance Commissioner of the State of California, a certificate from the Clerk of the County of Orange that the certificate of authority of the insurer has not been surrendered, revoked, cancelled, annulled, or suspended, or if it has that it has been renewed, and four copies of the insurer's most recent annual statement and quarterly statement filed with the Department of Insurance of the State of California.
- B. A "Faithful Performance Bond" from a California admitted surety and in the form attached hereto shall be provided by Contractor for the Project within five (5) business days after Project commencement date in the Notice to Proceed. The Faithful Performance Bond shall be for One Hundred Percent (100%) of the GMP for the Project to guarantee faithful performance of all work, within the time prescribed, in a manner satisfactory to the District, and that all materials and workmanship shall be free from original or developed defects. The Faithful Performance Bond shall be in the form attached hereto and shall be maintained by the Contractor in full force and effect until the Project is fully completed and accepted and until all claims for materials and labor are paid, and shall otherwise comply with California law. The Faithful Performance Bond shall name the District as the entity to which the Principal and Surety, as

defined in the Faithful Performance Bond, are bound. The Faithful Performance Bond shall be attached to this Construction Services Agreement as Exhibit "E." In the event the GMP is increased in accordance with the provisions set forth in Section 9 above, Contractor must increase the Faithful Performance Bonds to equal the revised GMP. The Performance Bond must be executed by an admitted Surety approved to conduct business in the State of California, pursuant to California Code of Civil Procedure Section 995.120. In addition, to the extent required by law, the Performance Bond must be accompanied by a certified copy of the certificate of authority of the insurer issued by the Insurance Commissioner of the State of California, a certificate from the Clerk of the County of Orange that the certificate of authority of the insurer has not been surrendered, revoked, cancelled, annulled, or suspended, or if it has that it has been renewed, and four copies of the insurer's most recent annual statement and quarterly statement filed with the Department of Insurance of the State of California.

- C. The bonds required by this section shall meet the following criteria:
1. Each bond shall be signed by both the Contractor and a notary and the signature of the authorized agent of the surety shall be notarized.
 2. Should any bond become insufficient, the Contractor shall renew or amend the bond within ten (10) business days after receiving notice from the District.
 3. Should any surety at any time not be a California admitted surety, notice will be given to the District to that effect. No further payments shall be deemed due or shall be made under this Construction Services Agreement until a new surety shall qualify and be accepted by the District.
 4. Changes in the work, or extensions of time, made pursuant to the Construction Services Agreement shall in no way release the Contractor or the surety from its obligations. Notice of such changes or extensions shall be waived by the surety.
- D. Contractor is hereby authorized to obtain a Performance and Payment Bond from any subcontractors selected by Contractor at its discretion and cost. Any bonds required by this subsection shall comply with the requirements set forth above in Section 19 (A)-(C). With the prior approval of the District, Contractor may implement a Contractor's Default Insurance (CDI) Program in lieu of providing Subcontractor Payment and Performance Bonds. Should the District allow the Contractor to implement such a CDI program, the costs shall not exceed 1.2% of the value of the subcontract agreements.

SECTION 20 SUBLEASE PAYMENTS AND RETENTION

- A. Contractor shall finance the cost of construction of the Project which costs shall not exceed the GMP, except as otherwise provided in this Construction Services Agreement. The Executive Director of Facilities Planning and Purchasing has made a finding that the Project is substantially complex and requires a higher retention amount than 5 percent and the actual retention amount will be 10% of the actual work completed. Subject to the provisions set forth in the Sublease Agreement, each month while Contractor is providing Construction Services, District shall pay to Contractor a sum equal to ninety percent (90%) of value of the construction service work performed up to the last day of the previous month, less aggregate of previous payments. If all of the necessary information is submitted and accurate (including the schedule of values), District shall approve the Lease Payments within fifteen (15) days after District's receipt of the periodic estimate for partial payment and District shall pay such payments within fifteen (15) days after the District's approval of the periodic estimate for partial payment. The parties agree that the District may, in its sole and absolute discretion, decrease any and all remaining retention amounts for

Project scope of work to a fixed amount, after such work is completed, and still allow for Extra Work/Modifications as may be agreed upon by the parties pursuant Section 9 hereof for minor work added to the Project's additional scope of work. Lease Payments shall be made on the basis of monthly estimates which shall be prepared by Contractor on a form approved by District with a pencil draft provided and percentages reviewed by the 21st of every month. The final Lease Payment will be certified by Architect and Project Inspector, or any other approved representative of the District, and filed before the fifth day of the month during which payment is to be made. Work completed as estimated shall be an estimate only and no inaccuracy or error in said estimate shall release Contractor or any bondsman from such work or from enforcing each and every provision of this document and District shall have the right subsequently to correct any error made in any estimate for payment. Contractor shall not be entitled to have any payment estimates processed or be entitled to have any payment made for work performed so long as any lawful or proper direction concerning non-complying work or any portion thereof given by the District lacks correction by Contractor. District shall withhold from the Progress Payments 150% of the estimated value of non-complying work unless satisfactorily corrected or remedied.

In no event shall the cumulative total of the Lease Payments, along with the balance of any anticipated retention ever exceed the GMP as defined herein, unless modified pursuant to Article 9 of this document.

- B. Title to new materials and/or equipment for the work of this contract, on a continuous basis while the Project is being completed, shall vest in the District. However, responsibility for such new material and/or work of this contract shall remain with the Contractor until incorporated into the work and accepted by District; no part of said materials and/or equipment shall be removed from its place of storage except for immediate installation in the work of this contract; and Contractor shall keep an accurate inventory of all said materials and/or equipment in a manner satisfactory to the owner or his authorized representative.
- C. District may pay Contractor Sublease Prepayments pursuant to the terms and conditions set forth in Section 26 of the Sublease and this Section 20, which terms and conditions include the ten percent (10%) described in Section 26 of the Sublease (the "retention"). The District shall retain and release such retention pursuant to Public Contract Code sections 7107, 7201 and 9203, as those sections may be amended from time to time. Provided, however, prior to, and as a condition precedent for the release of retention, the Contractor shall provide the District with all written documentation required by the DVBE policy attached hereto as Exhibit "C."
- D. District may withhold a sufficient amount or amounts of any payment or payments otherwise due to Contractor, as in its judgment may be necessary to cover:
 - 1. Payments which may be past due and payable for just claims against Contractor or any subcontractors, or against and about the performance of work on the Project.
 - 2. The cost of defective work which Contractor has not remedied.
 - 3. Liquidated damages assessed against Contractor.
 - 4. Penalties for violation of labor laws.
 - 5. Not Used
 - 6. The cost of completion of this Agreement if there exists a reasonable doubt that this Agreement can be completed for the balance then unpaid to Contractor.
 - 7. Damage to District, another contractor, or subcontractor.

8. Site clean-up
9. Payments to indemnify, defend, or hold harmless the District.
10. Any payments due to the District including but not limited to payments for failed tests, utilities or imperfections.
11. Extra services for Architect.
12. Extra services for the Inspector including but not limited to reinspection required due to Contractor's failed tests or installation of unapproved or defective materials and Contractor's requests for inspection and Contractor's failure to attend the inspection.
13. Failure of Contractor to submit on a timely basis, proper and sufficient documentation required by the Project Documents, including without limitation, monthly progress schedules, shop drawings, submittal schedules, schedule of values, product data and samples, proposed product lists, executed change orders and verified reports.
14. Any other obligation(s) of the District which the District is authorized and/or compelled by law to perform.

If the above grounds are in the opinion of the District removed by or at the expense of Contractor, payment shall be made for amounts withheld because of them.

District may apply such withheld amount or amounts to payment of such claims or obligations at its discretion. In so doing, District shall make such payments on behalf of Contractor. If any payment is so made by District, then such amount shall be considered as a payment made under contract by District to Contractor and District shall not be liable to Contractor for such payments made in good faith. Such payments may be made without prior judicial determination of claim or obligations. District will render Contractor an accounting of such funds disbursed on behalf of Contractor.

As an alternative to payment of such claims or obligations, District, in its sole discretion, may reduce the total contract price.

SECTION 21 CORRECTION OF WORK: WARRANTY

- A. Contractor shall promptly remove all work identified by District as failing to conform to the Contract Documents, whether incorporated or not. Contractor shall promptly replace and re-execute its own work to comply with Contract Documents without additional expense to District and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.
- B. If Contractor does not remove such work within a reasonable time, fixed by written notice, District may remove it and may store the material at Contractor's expense. If Contractor does not pay expenses of such removal within ten (10) days' time thereafter, District may, upon ten (10) days written notice, sell such materials at auction or at private sale and shall account for net proceeds thereof, after deducting all costs and expenses that should have been borne by Contractor
- C. Neither final payment nor any provision in the Contract Documents shall relieve Contractor of responsibility for faulty materials or workmanship incorporated in the Project. Contractor warrants that all work under this Construction Services Agreement will be free of faulty materials or workmanship and

hereby agrees, within ten (10) business days upon receiving notification from District, to remedy, repair or replace, without cost to District, all defects which may appear as a result of faulty materials or workmanship in the Project, at any time, or from time to time, during a period beginning with commencement of the Project and ending one (1) years after the date of completion of the Project, as defined in Section 10 hereof. The foregoing warranty of Contractor also applies to the remedy, repair or replacement of defects which may appear as a result of faulty designs prepared by Contractor and/or any party retained by, through or under Contractor in connection with the Project, but the foregoing warranty of Contractor does not guarantee against damage to the Project sustained by use, wear, intentional acts, accidents, or lack of normal maintenance or as a result of changes or additions to the Project made or done by parties not directly responsible to Contractor, except where such changes or additions to the Project are made in accordance with Contractor's directions. No guarantee furnished by a party other than Contractor with respect to equipment manufactured or supplied by such party shall relieve Contractor from the foregoing warranty obligation of Contractor. The warranty period set forth herein above shall not apply to latent defects appearing in the Project, and with respect to such defects, the applicable statute of limitations shall apply. Contractor agrees to provide the District with all equipment and materials warranties provided by manufacturers to District but has no obligation to assist in processing such warranty claims after said one (1) year warranty period.

SECTION 22 ASSIGNMENT OF ANTI TRUST CLAIMS

The Contractor offers and agrees to assign to the District all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchase of goods, services, or materials pursuant to the Construction Services Agreement. This assignment shall become effective at the time the District tenders the final Lease Payment to Contractor, without further acknowledgment by the parties.

SECTION 23 PROTECTION OF PERSONS AND PROPERTY

- A. Contractor has been advised and is aware that District limits the use of tobacco products on the construction site. Contractor shall be responsible for the enforcement of District's tobacco policy among all Contractors' employees and subcontractors while on District property. Contractor understands and agrees that should any employee or subcontractor of Contractor violate this procedure, after having already been warned once for violating District's tobacco policy, Contractor shall remove the individual for the duration of the Project. Contractor shall not be entitled to any additional compensation and/or time in completing the Project as a result of such removal.
- B. Contractor shall take all steps necessary to insure that employees of Contractor or any of its subcontractors' employees do not use, consume, or work under the influence of alcohol or illegal drugs while on the Project. Contractor shall prevent any of its employees or its subcontractors' employees from playing any recorded music devices or radios or wearing any radio headphone devices for entertainment while working on the project.
- C. Contractor shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the prosecution of this Contract and shall take all necessary measures and be responsible for the proper care and protection of all materials delivered and work performed until

completion and final acceptance by District. All work shall be solely at Contractor's risk with the exception of damage to the work in excess of five (5) percent of the Contract amount caused by "acts of God" as defined in Public Contract Code Section 7105(b)(2).

- D. Contractor shall take, and require subcontractors to take, all necessary precautions for safety of workers on the work and shall comply with all applicable federal, state, local and other safety laws, standards, orders, rules, regulations, and building codes to prevent accidents or injury to persons on, about, or adjacent to premises where work is being performed and to provide a safe and healthful place of employment. In addition to meeting all requirements of OSHA, Cal-OSHA, state, and local codes, Contractor shall furnish, erect and properly maintain at all times, as directed by District or required by conditions and progress of work, all necessary safety devices, safeguards, construction canopies, signs, audible devices for protection of the blind, safety rails, belts and nets, barriers, lights, and watchmen for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of construction. Contractor shall designate a responsible member of its organization on the work, whose duty shall be to post information regarding protection and obligations of workers and other notices required under occupational safety and health laws, to comply with reporting and other occupational safety requirements, and to protect the life, safety and health of workers. Name and position of person so designated shall be reported to District by Contractor. Contractor shall correct any violations of safety laws, rules, orders, standards or regulations. Upon the issuance of a citation or notice of violation by the Division of Occupational Safety and Health, such violation shall be corrected promptly.
- E. In an emergency affecting safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from District, is hereby required to act, at its discretion, to prevent such threatened loss or injury; and Contractor shall so act if so authorized or instructed by District. Any compensation claimed by Contractor on account of emergency work shall be determined by agreement.
- F. Contractor shall provide such heat, covering, and enclosures as are necessary to protect all work, materials, equipment, appliances, and tools against damage by weather conditions.
- G. Contractor shall take adequate precautions to protect existing landscaping, roads, sidewalks, curbs, pavements, utilities, adjoining property and structures (including, without limitation, protection from settlement or loss of lateral support), and to avoid damage thereto, and repair any damage thereto caused by construction operations. All permits, licenses, or inspection fees required for such repair work shall be obtained and paid for by Contractor.
- H. Contractor shall (unless waived by District in writing):
 - 1. When performing construction on existing sites, become informed and take into specific account the maturity of the students on the site; and when performing work which may interfere with the academic routine before, during or after hours, enclose working area with a substantial barricade, and arrange work to cause minimum amount of inconvenience and danger to students and faculty in their regular campus activities; and schedule major delivery, import, or export activities around times of demonstrated traffic congestion, as determined in the District's sole reasonable discretion.
 - 2. Not allow any person, other than workers on the Project, or individuals authorized by District to come upon any portion of the premises where work is being performed. Contractor shall require all workers on the Project to be conspicuously identified either by a firm logo on their clothing, or by means of a prominent identification badge.

3. Provide substantial barricades around any shrubs or trees indicated to be preserved.
 4. Deliver materials to building area over route designated by District.
 5. Take preventive measures to eliminate objectionable dust.
 6. Confine apparatus, the storage of materials, and the operations of workers to limits indicated by law, ordinances, permits, or directions of District; and shall not interfere with the work or unreasonably encumber premises or overload any structure with materials; and enforce all instructions of District regarding signs, advertising, fires, smoking, the presence of liquor, and the presence of firearms and require that all workers comply with all regulations while on construction site.
 7. Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by an approved land surveyor or civil engineer at no cost to District.
 8. Not allow personal radios used for entertainment on the work site.
 9. Where the Project involves work at an operating campus, inform and take such preventive measures necessary to insure that all employees, subcontractors and other individuals authorized on the Project site refrain from any personal contact or conversations with the students, staff and faculty not specifically assigned to address construction issues.
- I. Should Contractor encounter any material defined as being hazardous by Section 25249.5 *et seq.* of the California Health and Safety Code, also known as the Safe Drinking Water and Toxic Enforcement Act of 1986 Proposition 65, on the site which has not been rendered harmless, Contractor shall immediately stop work in the affected area and notify District and the Architect of the condition in writing. Work in the affected area shall not be resumed except by written agreement of District and Contractor if the hazardous material has not been rendered harmless. The work in the affected area shall be resumed in the absence of hazardous material, or when it has been rendered harmless.
- J. Contractor shall not impose structural loading upon any part of the work under construction or upon existing construction on or adjacent to the Site in excess of safe limits, or loading such as to result in damage to the structural, architectural, mechanical, electrical, or other components of the work. The design of all temporary construction equipment and appliances used in construction of the work and not a permanent part thereof, including, without limitation, hoisting equipment, cribbing, shoring, and temporary bracing of structural steel, is the sole responsibility of Contractor. All such items shall conform with the requirements of governing codes and all laws, ordinances, rules, regulations, and orders of all authorities having jurisdiction. Contractor shall take reasonable and customary precautions, such as shoring of masonry walls and temporary tie bracing of structural steel work, to prevent possible wind damage during construction of the work. The installation of such bracing or shoring shall not damage the work in place or the work installed by others. Any damage which does occur shall be promptly repaired by Contractor at no cost to District.
- K. Contractor shall require that subcontractors participate in, and enforce, the safety and loss prevention programs established by Contractor for the Project, which will cover all work performed by Contractor and its subcontractors. All subcontractors and material or equipment suppliers shall cooperate fully with Contractor, District, and all insurance carriers. Subcontractors shall immediately, within twenty four (24) hours, report in writing to Contractor all accidents whatsoever arising out of, or in connection with, the performance of the work, whether on or off the Site, which caused death, personal injury, or property

damage, giving full details and statements of witnesses. Contractor shall thereafter immediately, within two (2) days, report the facts in writing to District giving full details of the accident.

- L. Contractor and subcontractors shall use only those ingress and egress routes designated by District, observe the boundaries of the Site designated by District, park only in those areas designated by District, which areas may be on or off the Site, and comply with any parking control program established by District, such as furnishing license plate information, placing identifying stickers on vehicles, and paying parking fee for privilege of parking outside of laydown area.
- M. Contractor shall be responsible for providing security services for the Site as needed for the protection of the Site, materials, persons and property.
- N. Contractor shall, for all contracts involving state funds, submit a "Drug-Free Workplace Certification." This form is attached hereto as Exhibit "H" and must be signed under the penalty of perjury and dated prior to commencing work on this Project. Contractor shall take all reasonable steps necessary to ensure that any employees of Contractor or any of its subcontractors' employees report for work in a manner fit to do their job. Such employees shall not be under the influence of or in possession of any alcoholic beverage or of any controlled substance (except a controlled substance as prescribed by a physician so long as the performance or safety at the Project Site is not affected thereby). Contractor shall advise its employees of these requirements before they enter on the Site and shall immediately remove from the site any employee in violation of these requirements as determined by Contractor or by the District. Contractor shall impose these requirements on its subcontractors.
- O. Contractor and subcontractors shall at all times enforce strict discipline and good order among their employees and other persons carrying out the Contract and shall not employ on work any unfit person or anyone not skilled in work assigned to such person. It shall be the responsibility of Contractor to ensure compliance with this Article. Any person in the employ of Contractor or subcontractors whom District may deem incompetent, unfit, intemperate, troublesome or otherwise undesirable shall be excluded from the work site and shall not again be employed on it except with written consent of District. Contractor must sign and cause all subcontractors to sign the Conduct Rules for Contractors form attached as Exhibit "J" and incorporated herein by this reference prior to commencing work on the Project.
- P. Contractor shall be at all times during the performance of work hereunder in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and Contractor shall indemnify, hold harmless and defend District against any and all actions, proceedings, penalties or claims arising out of Contractor's failure to comply strictly with the IRCA.

SECTION 24 INSPECTION OF WORK/ INSPECTOR AND ARCHITECT

- A. **Inspection of Work/Inspector.** Tests and inspections will comply with California Code of Regulations and with all other laws, ordinances, rules, regulations, or orders of public authorities having jurisdiction over the Project. The District shall hire its own Division of State Architect Inspector as required by law. District, District's Representatives, and the Division of the State Architect shall at all times have access to the work whether it is in preparation or progress, and Contractor shall provide proper facilities for such access and for inspection.
 - 1. If the specifications, District's timely instructions, the Division of the State Architect, or any public authority shall require the Site or the Project to be specially tested or approved, Contractor shall give District forty-eight (48) hour notice of its readiness for inspection and, if the inspection is to

be performed by a party other than the District, of the date fixed for such inspection. Contractor understands and agrees that the Inspector for the Project may also serve concurrently as inspector for other District projects and may not therefore be available on site during the entire work day. It shall be the responsibility of Contractor to notify the Inspector not less than twenty-four (24) hours in advance of materials and equipment deliveries and required inspections. Inspections by District shall be promptly made, and, where practicable, shall be at the source of supply. Inspection of work shall not relieve Contractor from any obligation to fulfill the Contract Documents.

2. If any work required to be inspected by the specifications, District's timely instruction or by a public authority should be covered up without the approval or consent of District, it must, if required by District, be uncovered for examination at Contractor's expense. Re-examination of previously approved and questioned work may be ordered by District and if so ordered, such work shall be uncovered by Contractor. If such work is found to be in accordance with the Contract Documents, District shall pay the time and material cost of re-examination and replacement. If such work is not in accordance with the Contract Documents, Contractor shall pay such costs, unless Contractor can demonstrate to the reasonable satisfaction of District that the defects in such work were caused by persons or entities other than Contractor or any of its subcontractors or employees.
3. Inspector or Architect shall have authority to stop work whenever provisions of Project Documents are not being complied with and such noncompliance is discovered. Contractor shall instruct its employees accordingly.
4. No work shall be performed by the Contractor solely upon the instructions or comments by the Inspector. The Inspector has no authority to interpret the Project Documents or order extra work and any extra work performed without the written instruction of the District shall be at Contractor's sole cost and expense and there will be no delay damages incurred by District for such work

B. **Inspector's Field Office.** Contractor shall provide for the use of inspector a separate trailer or temporary private office of not less than one hundred twenty (120) square feet of floor area to be located as directed by Inspector and to be maintained until removal is authorized by District. The Office shall be of substantial waterproof construction with adequate natural light and ventilation by means of stock design windows. Door shall have a key type lock or padlock hasp. The Inspector's field office shall have heating and air-conditioning and shall be equipped with a telephone, a telephone answering machine, internet access, a fax machine and use of an on-site copier at Contractor's expense. A table satisfactory for the study of plans, a desk, two chairs, and a five drawer filing cabinet shall be provided by Contractor. Contractor shall provide and pay for adequate electric lights, local telephone service, internet, and adequate heat and air conditioning for the field office until authorized removal.

C. **Architect.**

1. **Architect's Status.** In general and where appropriate and applicable, the Architect shall observe the progress and quality of the work on behalf of the District. The Architect shall have the authority to act on behalf of District only to the extent expressly provided in this Construction Services Agreement. After consultation with the Inspector and after using his/her best efforts to consult with the District, the Architect shall have authority to stop work whenever such stoppage may be necessary in his reasonable opinion to insure the proper execution of the Construction

Services Agreement. Contractor further acknowledges that the Architect shall be, in the first instance, the judge of the performance of this Construction Services Agreement

2. **Architect's Decisions.** The Architect shall have all authority and responsibility established by law. The Architect has the authority to enforce compliance with the Project Documents and the Contractor shall promptly comply with instructions from the Architect or an authorized representative of the Architect. On all questions related to the quantities, the acceptability of material, equipment or workmanship, the execution, progress or sequence of work, the interpretation of plans, specifications or drawings, and the acceptable performance of the Contractor pursuant to the decision of the Architect shall govern and shall be precedent to any payment unless otherwise ordered by the Governing Board.
3. The progress and completion of the work shall not be impaired or delayed by virtue of any question or dispute arising out of or related to the foregoing matters and the instructions of the Architect relating thereto. Contractor shall promptly notify District in writing if the Architect fails within a reasonable time to make decisions on all claims of the District or Contractor and on all other matters relating to the execution and progress of the Project.
4. General supervision and direction of the work by the Architect shall in no way imply that the Architect or his or her representatives are in any way responsible for the safety of the Contractor or its employees or that the Architect or his or her representatives will maintain supervision over the Contractor's construction methods or personnel other than to ensure that the quality of the finished work is in accordance with the Project Documents.

SECTION 25 SUPERVISION

- A. Contractor shall maintain on site a competent Project Manager, Field Superintendent, Project Engineer and any other necessary assistants during the work. Before commencing the work herein, Contractor shall give written notice to District and Architect of the name, qualifications and experience of such superintendent. If Superintendent is found unsatisfactory by District, Contractor shall replace the Superintendent with one acceptable to the District. Superintendent shall not be changed except with written consent of District, unless a superintendent proves to be unsatisfactory to Contractor and ceases to be in its employ, in which case, Contractor shall notify District and Architect in writing and replace said Superintendent with one acceptable to the District. Superintendent shall represent Contractor and all directions given to Superintendent shall be as binding as if given to Contractor.
- B. The Project Manager shall represent Contractor and all directions given to the Project Manager shall be deemed to have been given to Contractor. Important directions shall be confirmed in writing to Contractor, and other direction shall be so confirmed to Contractor upon the written request of Contractor, in accordance with Section 47 hereof and the address listed therein. Replacement of the Project Manager shall be subject to the provisions of Section 12 above.
- C. Contractor shall give efficient supervision to the work, using its skill and attention and shall cause working drawings and specifications to be prepared and submitted to the District. Following agreement by Contractor and District with respect to said working drawings and specifications, it shall be Contractor's responsibility to perform the work described in said working drawings and specifications in substantial compliance with the Construction Documents. Notwithstanding the foregoing, Contractor may from time to time make minor and insignificant changes in said working drawings and specifications and perform the

construction in accordance with such changed drawings and specifications without the consent of the District, provided that any such work performed by Contractor in accordance with such changed drawings and specifications shall be consistent with that specifically required to be performed by Contractor under the Construction Documents. For purposes of this Section, the term "minor and insignificant" shall mean changes which result in no change in quality, aesthetics or integrity of the original specifications of the Project. All changes, including minor and insignificant changes to the extent possible, should be placed on the agenda for regularly scheduled construction meetings between Contractor and District to ensure that District is aware of such changes. District agrees to promptly respond to Contractor's requests for information and approvals; and if it fails to do so, Construction Services Agreement completion dates will be extended.

- D. The Contractor shall verify all indicated dimensions before ordering materials or equipment, or before performing work. The Contractor shall take field measurements, verify field conditions, and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Project Documents before commencing work. Errors, inconsistencies or omissions discovered shall be reported to the District at once. Upon commencement of any item of work, the Contractor shall be responsible for dimensions related to such item of work and shall make any corrections necessary to make work properly fit at no additional cost to District. This responsibility for verification of dimensions is a non-delegable duty and may not be delegated to subcontractors or agents.
- E. The Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. The Contractor shall be responsible to see that the finished work complies accurately with the Project Documents.

SECTION 26 SEPARATE CONTRACTS

- A. District reserves the right to let other contracts in connection with the construction of portions of the Project which are not being performed by Contractor hereunder. Any such contracts entered into by the District, and the work they provide for shall in no event interfere with the activities of the Contractor on the Project, but if they do, the District shall be liable to Contractor for its damages in connection with such interference. Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate the Project with the work of such Contractors. Such contractors shall comply with all applicable State safety laws and regulations and shall provide a certificate of insurance naming Contractor as additional insured.
- B. If the proper execution of any part of the Contractor's work on the Project depends upon the work of any such Contractors, Contractor shall inspect and promptly report to District any patent defects or other problems it identifies in such work that render it unsuitable for such proper execution and results. Contractor is only required to inspect the work of such other Contractors and provide written acceptance of condition if adequate and prior to commencing its own further work in connection with or in relation to that other work. Further, Contractor is only expected to identify patent defects or other problems, and is not required to do any destructive testing or to monitor the progress of such work by other Contractors prior to its completion. In no event shall the work of such other Contractors be covered by the warranty given by Contractor to the District, nor shall Contractor be required to provide insurance for such work.
- C. Nothing herein contained shall be interpreted as granting to Contractor exclusive occupancy at site of Project. Contractor shall not cause any unnecessary hindrance or delay to any other contractor working

on Project. If simultaneous execution of any contract for Project is likely to cause interference with performance of some other contract or contracts, District shall decide which contractor shall cease work temporarily and which contractor shall continue or whether work can be coordinated so that contractors may proceed simultaneously.

SECTION 27 USE OF PREMISES/SAFETY

Contractor shall confine operations at the Site to areas permitted by law, ordinances, permits and the Construction Documents and shall not encumber the Site or existing facilities on the Site with any materials or equipment. Contractor shall not load or permit any part of the work to be loaded with a weight so as to endanger the safety of persons or property at the Site. The Contractor shall maintain emergency first aid treatment for his employees which complies with the Federal Occupational Safety and Health Act of 1970 (29 USC, section 651 *et seq.*).

SECTION 28 CLEANING UP

Contractor shall at all times keep the Site of the Construction free from accumulations of waste material or rubbish caused by the performance of the Construction by Contractor, and weekly, Contractor shall remove from the Site of the Construction all such waste material and rubbish. Contractor to track disposal of debris to demonstrate compliance with LEED recycled materials requirement. Contractor shall remove from the Site of Construction at the completion of the Construction all tools, scaffolding and surplus materials belonging to Contractor and/or Contractor's subcontractors, laborers or materialmen, it being specifically understood that at the close of construction and prior to turning over the premises to the District for beneficial use and occupancy, Contractor shall leave the Site "broom clean," or its equivalent, and perform final housekeeping of building, unless more exactly specified.

SECTION 29 SITE REPRESENTATIONS

District warrants and represents that, District has, and will continue to retain at all times during the course of construction, legal title to the Site and that said land is properly subdivided and zoned so as to permit the construction and use of said Site. District further warrants and represents that title to said land is free of any easements, conditions, limitation, special permits, variances, agreements or restrictions which would prevent, limit, or otherwise restrict the construction or use of said facility. However, in the event easements for permanent structures or permanent changes in existing facilities are necessary, they shall be secured and paid for by District, unless otherwise specified. Reference is made to the fact that District has provided information on the Site to Contractor. Such information shall not relieve the Contractor of its responsibility; and the interpretation of such data regarding the Site, as disclosed by any borings or other preliminary investigations, is not warranted or guaranteed, either expressly or implicitly, by the District. The Contractor shall be responsible for having ascertained pertinent local conditions such as location, accessibility and general character of the Site and for having satisfied himself as to the conditions under which the work is to be performed. No claim for any allowances because of Contractor's error or negligence in acquainting himself with the conditions at the Site will be recognized.

SECTION 30 TRENCH SHORING

- A. **Trenches Five Feet or More in Depth.** The Contractor shall submit to the District, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of any trench or trenches five feet or more in depth. The Contractor shall also submit a copy of its annual trench/excavation permit approved by CAL-OSHA. The plan shall be prepared by a registered civil or structural engineer. As part of the plan, a note shall be included stating that the registered civil or structural engineer certifies that the plan complies with CAL OSHA Construction Safety Orders, or stating that the registered civil or structural engineer certifies that the plan is not less effective than the shoring, bracing, sloping, or other provisions of the Safety Orders.
1. All shoring submittal shall include surcharge loads from adjacent embankments, construction loads and spoil bank. Submittal shall indicate minimum horizontal distance from top of trench to edge of all surcharge loads for all cases of shoring and side slopes.
 2. Nothing in this Section shall relieve Contractor of the full responsibility for providing shoring, bracing sloping, or other provisions adequate for worker protection. If such plan varies from the shoring system standards established by the Construction Safety Orders, the plan shall be prepared by a registered civil or structural engineer and shall be approved by CAL-OSHA. No excavation of such trench or trenches shall be commenced until said plan has been accepted by the District or the person to whom authority to accept has been delegated by the District.

SECTION 31 HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS

- A. Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any:
1. Material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
 2. Subsurface or latent physical conditions at the Site differing from those indicated, including geological, soils, and or water table issues which impede construction or increase Construction Costs.
 3. Unknown physical conditions at the Site (not including structures or improvements) of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Construction Services Agreement. Contractor's superintendent shall have asbestos and lead awareness training certificates and no less than 30 hours of OSHA safety training.
- B. District shall promptly investigate the conditions, and if it finds that the conditions materially so differ, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work, may approve use of funds pursuant to the procedures described in the Construction Services Agreement. If asbestos related work or hazardous substance removal is discovered which is not disclosed in the Construction Documents, such work shall be performed pursuant to a contract separate from any other work to be performed as required by Section 25914.2 of the Health and Safety Code, as may from time to time be amended.

- C. In the event that a dispute arises between District and Contractor whether the conditions set forth in Paragraph A above materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided for by this Construction Services Agreement but shall proceed with all work to be performed under the Construction Services Agreement. Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.
- D. The Provisions of Section 31 (A) - (C), above, shall also apply to this Construction Services Agreement if this Construction Services Agreement involves digging trenches or other excavations that extend deeper than four feet below the surface.

SECTION 32 INSURANCE.

A. Contractor's Insurance Requirements.

- 1. Contractor shall not commence work nor shall it allow any subcontractor to commence work under this Agreement until all required insurance certificates and endorsements from admitted surety insurers have been obtained and delivered in duplicate to and approved by District. Such insurance shall be issued by admitted surety insurers under the same conditions as required for bonds on the Project. Contractor shall provide proof of insurance on District approved forms without revisions.

Certificates and insurance policies shall include the following:

- a. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amount of insurance until notice has been mailed to District stating date of cancellation or reduction. Date of cancellation or reduction may not be less than thirty (30) days after date of mailing notice.
 - b. "Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
 - c. Statement that such insurance policy shall be primary to any insurance or self-insurance maintained by the District.
- 2. The Contractor shall purchase and maintain, during the performance of all work under this Construction Services Agreement insurance in amounts as specified below in this Construction Services Agreement.
 - a. Commercial General Liability.
 - i. Coverage for Commercial General Liability insurance shall be at least as broad as the following:
 - (a) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001)

(b) Commercial General Liability Insurance must include coverage for the following:

1. Bodily Injury and Property Damage
 2. Personal Injury/Advertising Injury
 3. Premises/Operations Liability
 4. Products/Completed Operations Liability
 5. Aggregate Limits that Apply per Project
 6. Explosion, Collapse and Underground (UCX) exclusion deleted
 7. Contractual Liability with respect to this Contract
 8. Broad Form Property Damage
 9. Independent Contractors Coverage
- ii. All such policies shall name the District, the board (past and present) and each member of the board, its officers, employees, agents and volunteers as Additional Insureds under the policy.
- iii. The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the District. Subcontractor policies should require District approval. If such approvals are not obtained, it is agreed that the Contractor's insurance policy will serve as a primary policy in the event that any subcontractor's policy is insufficient to cover a loss sustained as a result of the Project.

b. Automobile Liability.

- i. At all times during the performance of the work under this Construction Services Agreement the Contractor shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non owned and hired vehicles, in a form and with insurance companies admitted to conduct business in the State of California by the Department of Insurance, acceptable to the District, in the amount specified below in this Construction Services Agreement.
- ii. Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 0001 (ed. 6/92) covering automobile liability, Code 1 (any auto).
- iii. The automobile liability program may utilize deductibles, but not a self insured retention, subject to written approval by the District. Subcontractor policies do not require District approval. If, however, such approvals are not obtained, it is agreed that the Contractor's insurance policy will serve as a primary policy in the event that any subcontractor's policy is insufficient to cover a loss sustained as a result of the Project.

- iv. All such policies shall name the District, the board and each member of the board, its officers and employees as Additional Insureds under the policies.
- c. Workers' Compensation/Employer's Liability.
 - i. The Contractor shall provide, during the life of this contract, workers' compensation insurance in compliance with applicable statutory requirements and Employer's Liability Coverage in amounts not less than the limits specified below in this Construction Services Agreement for all of his employees engaged in work under this Construction Services Agreement, on or at the site of the project, and, in case any of his work is sublet, the Contractor shall require the subcontractor similarly to provide workers' compensation insurance for all the latter's employees. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in work under this contract, on or at the site of the project, is not protected under the Workers' Compensation Statutes, the Contractor shall provide or shall cause a subcontractor to provide, adequate insurance coverage for the protection of such employees not otherwise protected. The Contractor shall file with the District certificates of his insurance protecting workers.
 - ii. Company or companies providing insurance coverage shall be acceptable to the District, and in the following form and coverage.

Statutory Workers' Compensation and Employer's Liability Coverage:
Contractor shall maintain insurance to afford protection for all claims under California Workers' Compensation Act and other employee benefit acts, and in addition, shall maintain Employer's Liability Insurance for a minimum limit of \$1,000,000. The Workers' Compensation Policy shall include the following endorsements, copies of which shall be provided to District:

- (a) The Voluntary Compensation Endorsement; and
- (b) Broad Form All States Endorsement; and
- (c) The Longshoremen's and Harbor Workers endorsement, where applicable to the work under this contract; and
- (d) Waiver of Subrogation Endorsement.
- iii. If insurance is maintained, the workers' compensation and employer's liability program may utilize either deductibles or provide coverage excess of a self insured retention, subject to written approval by the District.
- iv. Before beginning work, the Contractor shall furnish to the District satisfactory proof that he/she has taken out for the period covered by the work under this Construction Services Agreement full compensation insurance for all persons employed directly by him/her or through subcontractors in carrying out the work contemplated under this Construction Services Agreement all in

accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof.

- v. Contractor shall sign a Certificate Regarding Workers' Compensation Insurance which is attached to this Construction Services Agreement as Exhibit "G" incorporated herein by this reference.

d. Builder's Risk "All Risk" Insurance.

- i. At all times during the performance of the work, Contractor shall maintain builder's risk insurance on an "all risk" completed value basis (including flood and earthquake) upon the entire project which is the subject of the Construction Services Agreement. Coverage shall include completed work as well as work in progress. Such insurance shall include the District as Loss Payee. In the alternative, District may obtain such insurance directly.
- ii. Such insurance may have a deductible clause but not to exceed the smaller of: five percent (5%) of the total amount of the Contract; or \$25,000.00 for all risks, except flood and earthquake. The deductible for flood shall not exceed five percent (5%) of the total amount of the Construction Services Agreement. The deductible for earthquake shall be determined by District.
- iii. Such policies shall name the District and subcontractors of every tier as Additional Insured. However, any class of employee or employees not covered by a subcontractor's insurance policy shall be covered by the Contractor's insurance. In case any class of employees engaged in work under this Agreement, on or at the Project site, is not protected under the Worker's' Compensation Statutes, the Contractor shall provide, or shall cause a subcontractor to provide, adequate insurance coverage for the protection of such employees not otherwise protected.
- iv. The making of Sublease Payments or Sublease Prepayments to the Contractor shall not be construed as creating an insurable risk interest by or for the District or be construed as relieving the Contractor or his subcontractors of responsibility for loss from any direct physical loss, damage, or destruction occurring prior to completion of the work by the District.
- v. Waivers of Subrogation: The District and Contractor waive all rights against each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other for damages caused by fire or other perils to the extent covered by the property insurance or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance held by the Contractor as fiduciary. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

- vi. The insurer shall waive all rights of subrogation against the District and shall provide the District with a Certificate of Insurance for Builder's Risk insurance coverage and evidence of waiver of rights of subrogation against the District.

e. Fire Insurance

Contractor will procure at Contractor's own expense, and before commencement of any work under this Agreement, fire insurance on the Project. Amount of fire insurance shall be sufficient to protect against loss or damage in full until work is accepted by District. Contractor shall submit proof of insurance and shall provide endorsements on forms provided by the District or on forms approved by the District.

B. Minimum Policy Limits Required.

The following insurance limits are required for the Contract:

	Combined Single Limit
Commercial General Liability	\$3,000,000 per occurrence/\$5,000,000 aggregate for bodily injury, personal injury and property damage
	(However, subcontracts may include a minimum insurance requirement for subcontractor of \$1,000,000 per occurrence/\$2,000,000 aggregate for bodily injury, personal injury and property damage)
Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage
Employer's Liability	\$1,000,000 per occurrence
Builder's Risk	Completed value or replacement cost
Umbrella Excess Liability	\$5,000,000 over primary insurance

C. Evidence Required.

1. Prior to execution of the Construction Services Agreement the Contractor shall file with the District evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 2010 (ed. 11/85) (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (ACORD Form 25 S or equivalent). All evidence of insurance shall be certified by a properly authorized officer, agent or qualified representative of the insurer and shall certify the names of the insured, any additional primary insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance. As noted below, the District or its authorized representative, may at its discretion, also request and obtain all required insurance policies presented through certificates of insurance for review and compliance.

D. Policy Provisions Required.

1. All policies of the Contractor shall contain a provision for 30 days advance written notice by the insurer(s) to the District of any cancellation. Statements that the carrier "will endeavor" and "that failure to mail such notice shall impose no obligation and liability upon the company, its agents or representatives," will not be acceptable on certificates.
2. All policies shall contain a provision stating that the Contractor's policies are primary insurance and that the insurance of the District or any named insureds shall not be called upon to contribute to any loss.

E. Qualifying Insurers.

1. All policies required shall be issued by acceptable insurance companies, as determined by the District, which satisfy the following minimum requirements:

Insurance carriers shall be qualified to do business in California and maintain an agent for process within the state. Such insurance carrier shall have not less than an "A-" policyholder's rating and a financial rating of not less than "Class VII" according to the latest Best Key Rating Guide.

F. Additional Insurance Provisions.

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by Contractor and any approval of said insurance by the District, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Construction Services Agreement including but not limited to, the provisions concerning indemnification.
2. If at any time during the life of the Construction Services Agreement the Contractor fails to maintain in full force any insurance required by the Construction Services Agreement, including required limits, the District may acquire the necessary insurance for the Contractor and deduct the cost thereof from the appropriate Sublease Payments due the Contractor, or Sublease Prepayments made by the District.
3. The Contractor shall include all subcontractors as insureds under its policies or furnish separate certificates and endorsements for each subcontractor. Contractor shall make certain that any and all subcontractors hired by Contractor are insured in accordance with this Construction Services Agreement. If any subcontractor's coverage does not comply with the foregoing provisions, Contractor shall indemnify and hold District harmless from any damage, loss, cost, or expense, including attorneys' fees, incurred by District as a result thereof, and shall cover all claims in excess of subcontractor's policy limits with Contractor's policies.
4. If coverage is written on a "claims made" basis, the Certificate of Insurance shall clearly so state. In addition to the coverage requirements specified above, such policy shall provide that:
 - a. The policy retroactive date coincides with or precedes Contractor's commencement of work under this Construction Services Agreement (including subsequent policies purchased as renewals or replacements).
 - b. With respect to correction of work and warranty matters described herein, Contractor will make every effort to maintain similar insurance during the required extended period of coverage following expiration of this Construction Services Agreement, including the requirement of adding all additional insureds.

- c. If insurance is terminated for any reason, Contractor shall purchase an extended reporting provision of at least two years to report claims arising in connection with the Construction Services Agreement.
- d. The policy allows for reporting of circumstances or incidents that might give rise to future claims.
- e. The District may require the Contractor to provide complete copies of all insurance policies in effect for the duration of the Project.
- f. Neither the District nor the Board, nor any member of the Board, nor any of the directors, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of the Construction Services Agreement.

SECTION 33 HOLD HARMLESS

The District, its Board and each member of the Board, its officers, employees and agents shall not be liable for, and Contractor shall indemnify and hold harmless the District, its Board and each member of the Board, its officers, employees and agents (excluding the Architect) from and against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, injuries to property or persons (including death), expenses, charges or costs of any kind or character, including reasonable attorneys' fees and court costs (herein collectively referred to as "Claims") which arise out of or are in any way connected to the work covered by this Construction Services Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its contractors, consultants, licensees, agents, servants or employees, including, without limitation, Claims caused by the concurrent act, error, omission or negligence of District or its agents or employees. However, Contractor shall have no obligation to defend or indemnify District from a Claim to the extent it is determined by a court of competent jurisdiction that such Claim was caused by the active negligence or willful misconduct of the District's agents or employees.

SECTION 34 RESOLUTION OF AGREEMENT CLAIMS

- A. For purposes of this section, the term "Claim" has the meaning as set forth in Public Contract Code section 20104(b)(2), as that section may be amended from time to time. Section 20104(b)(2) currently defines "claim" to mean a separate demand by the Contractor for (a) time extension, (b) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the Construction Services Agreement and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (c) an amount the payment of which is disputed by the District.
- B. Notwithstanding any other provision herein, all claims that are equal to or less than Three Hundred Seventy-five Thousand Dollars (\$375,000) shall be resolved pursuant to Public Contract Code section 20104 *et seq.*, as may be amended from time to time, and which provisions are incorporated herein by reference.
- C. For claims not addressed in Section 34 (A) and (B) above, the dispute review process set forth in this subsection (C) shall apply

1. The dispute review process set forth in this Section 34 shall be administered by the American Arbitration Association (AAA) and governed by their rules in effect at the time of filing, or by any other neutral organization agreed to by the parties (hereinafter called "Administrator".)
2. If a dispute arises out of, or relates to this Construction Services Agreement or the breach thereof, and if said dispute cannot be settled through normal contract negotiations, the parties agree to first endeavor to settle the dispute using mediation.
3. The costs for all mediation, including the Administrative fees and mediator compensation, will be shared equally by all parties. Fees shall be jointly negotiated by all parties directly with the Administrator. If all parties agree, then the mediation costs may increase as required for resolution of the dispute. The expenses of witnesses for any party shall be paid by the party producing such witnesses.
4. A single mediator, acceptable to all parties, shall be used to mediate the dispute. The mediator will be knowledgeable in construction aspects and will be selected from lists furnished by the Administrator. The initial mediation session shall commence within thirty (30) days of filing, unless otherwise agreed by the parties, or at the direction of the mediator.
5. Mediation hearings will be conducted in an informal manner and discovery will not be allowed unless agreed by all parties. All discussions, statements, or admissions will be confidential to the proceedings and will not be used for any other purpose as it relates to the party's legal position.
6. Spokespersons shall be limited to the District, Contractor, Subcontractor, and Supplier personnel and their consultants. Contractor, Subcontractor and Supplier may have an attorney present and shall advise the other parties no less than five (5) business days before the mediation so that the other parties may also have their attorneys present.
7. Any resultant agreements from mediation shall be documented in writing, and may be used as the basis for a change order or other directive as appropriate. All mediation results and documentation shall be non-binding and inadmissible for any purpose in any legal proceedings, in accordance with Evidence Code Section 1152, unless such admission is otherwise agreed in writing by all parties. Mediators shall not be subject to any subpoena or liability and their actions shall not be subject to discovery.
8. If mediation is unsuccessful, the parties thereafter may, but are not required to, agree to submit the matter to the Administrator for binding arbitration. If the parties so agree to arbitrate, the following provision shall govern such arbitration, unless the parties otherwise agree in writing. The parties agree that the matter shall be submitted to one (1) arbitrator, unless they agree in writing to three (3) arbitrators. A judgment of a court having competent jurisdiction may be entered upon the award, and such judgment shall be enforceable as a final judgment to the fullest extent under the law. The parties agree to split evenly all arbitration and arbitrator(s)' fees and expenses, subject to readjustment by the arbitrator as part of any award. The arbitration shall be subject to, and proceed in accordance with California Code of Civil Procedure, Sections 1280 through 1294.2. If the parties do not agree to submit to binding arbitration, neither party is prevented from pursuing other legal remedies.

SECTION 35 SUBSTITUTION OF SECURITY

In accordance with Public Contract Code section 22300, the District will permit the substitution of securities for any moneys withheld by the District to ensure performance under the Construction Services Agreement. At the request and expense of the Contractors, securities equivalent to the amount withheld shall be deposited with the District, or with a state or federally chartered bank as the escrow agent, who shall then pay such moneys to the Contractor. Upon satisfactory completion of the Construction Services Agreement the securities shall be returned to the Contractor.

SECTION 36 TITLE TO WORK

- A. Title to all work completed and in the course of construction paid for by District and title to all materials on account of which payment has been made by District to Contractor shall vest in District pursuant to the applicable provisions of the Sublease.
- B. No materials, supplies, or equipment for work under this Agreement shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in work and agrees upon completion of all work to deliver premises, together with all improvements and appurtenances constructed or placed thereon by it, to District free from any claims, liens, or charges. Contractor further agrees that neither it nor any person, firm, or corporation furnishing any materials or labor for any work covered by this Agreement shall have any right to lien upon premises or any improvement or appurtenance thereon, except that Contractor may install metering devices or other equipment of utility companies or of political subdivisions, title to which is commonly retained by utility company or political subdivision. In the event of installation of any such metering device or equipment, Contractor shall advise District as to owner thereof.
- C. Nothing contained in this Article, however, shall defeat or impair the rights of persons furnishing material or labor under any bond given by Contractor for their protection or any rights under any law permitting such persons to look to funds due Contractor in hand of District, and this provision shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials or labor when no formal contract is entered into for such materials or labor.

SECTION 37 CONTRACT DOCUMENTS AND INTERPRETATIONS

- A. The Contract Documents shall be executed, and/or initialed as appropriate, in triplicate by District and Contractor. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. The intention of the Contract Documents is to include all labor, services and materials reasonably necessary for the proper execution of the work.
- B. It is not intended that work and/or services not covered under any heading, section, branch, class or trade of the specifications shall be supplied, unless it is required elsewhere in the Contract Documents or is reasonably inferable therefrom as being necessary to produce the intended results, in which case such work and/or services shall be supplied by Contractor. Words which have well known technical or trade meanings are used herein in accordance with such recognized meanings. Mutual agreement shall be reached with respect to words which do not have a well known technical or trade meaning and the definition of which come into question.

C. **Drawings and Specifications.** Drawings and specifications are intended to be fully cooperative and to agree.

1. Drawings and Specifications are intended to delineate and describe the Project and its component parts to such a degree as will enable skilled and competent contractors to intelligently bid upon the work, and to carry said work to a successful conclusion.
2. Drawings and Specifications are intended to comply with all laws, ordinances, rules and regulations of constituted authorities having jurisdiction, and where referred to in the Project Documents, said laws, ordinances, rules and regulations shall be considered as a part of the Agreement within the limits specified. The Contractor shall bear all expenses of correcting work done contrary to said laws, ordinances, rules and regulations and if the Contractor performed same (1) without first consulting the Architect for further instructions regarding said work, or (2) disregarded the Architect instructions regarding said work.
3. Questions regarding interpretation of drawings and specifications shall be clarified by the Architect. Before commencing any portion of the work, Contractor shall carefully examine all drawings and specifications and other information given to Contractor. Contractor shall immediately notify Architect and District in writing of any perceived or alleged error, inconsistency, ambiguity, or lack of detail or explanation in the drawings and specifications. If Contractor or its subcontractors, material or equipment suppliers, or any of their officers, agents, and employees performs, permits, or causes the performance of any work under the Project Documents, which it knows or should have known to be in error, inconsistent, or ambiguous, or not sufficiently detailed or explained, Contractor shall bear any and all costs arising therefrom including, without limitation, the cost of correction thereof. In the event Architect determines that Contractor's requests for clarification or interpretation are not justified or do not reflect adequate competent supervision or knowledge by the Contractor or his/her subcontractors, Contractor shall be required to pay Architect's reasonable and customary fees in processing and responding to such requests. Should the Contractor commence work or any part thereof without seeking clarification, Contractor waives any claim for extra work or damages as a result of any ambiguity, conflict or lack of information.
4. In case of ambiguity, conflict, or lack of information, Architect shall furnish additional instructions by means of drawings or otherwise, necessary for proper execution of work. All such drawings and instructions shall be consistent with Project Documents, true developments thereof, and reasonably inferable therefrom. Such additional instructions shall be furnished with reasonable promptness, provided that Contractor informs the Architect of the relationship of the request to the critical path of construction.
5. All parts of the described and shown construction shall be of the best quality of their respective kinds and the Contractor is hereby advised to use all diligence to become fully involved as to the required construction and finish, and in no case to proceed with the different parts of the work without obtaining first from the Architect such directions and/or drawings as may be necessary for the proper performance of the work. If it is found at any time, before or after completion of the work, that the Contractor has varied from the drawings and/or specifications, in materials, quality, form or finish, or in the amount or value of the materials and labor used, the Architect shall make a recommendation: (1) that all such improper work should be removed, remade and replaced, and all work disturbed by these changes be made good at the Contractor's expense; or

- (2) that the District deduct from any amount due, the sum of money equivalent to the difference in value between the work performed and that called for by the drawings and specifications. Architect shall determine such difference in value. The District, at its option, may pursue either recommendation made by the Architect
6. Figured dimensions on drawings shall govern, but work not dimensioned shall be as directed. Work not particularly shown or specified shall be the same as similar parts that are shown or specified. Large-scale drawings shall take precedence over smaller scale drawings as to shape and details of construction. Specifications shall govern as to materials, workmanship, and installation procedures. Drawings and specifications are intended to be fully cooperative and to agree. If Contractor observes that drawings and specifications are in conflict, Contractor shall promptly notify the Architect in writing, and any necessary changes shall be adjusted provided, however, that the specification calling for the higher quality material or workmanship shall prevail without additional cost to District.
 7. Materials or work described in words which so applied has a well-known technical or trade meaning shall be deemed to refer to such recognized standards. It is not the intention of the Agreement to go into detailed descriptions of any materials and/or methods commonly known to the trade under "trade name" or "trade term." The mere mention or notation of such "trade name" or "trade term" shall be considered a sufficient notice to Contractor that it will be required to complete the work so named with all its incidental and accessory items according to the best practices of the trade. The naming of any material and/or equipment shall mean furnishing and installing of same, including all incidental and accessory items thereto and/or labor necessary to achieve full and complete functioning of the material and/or equipment as per best practices of the trade(s) involved, unless specifically noted otherwise.
 8. All drawing and specification changes shall be dated and sequentially recorded. All modifications to drawings and specifications shall be interpreted in conformity with the Contract Documents, which shall govern, unless otherwise specified.
- D. **Documents on the Project Site.** Contractor shall keep one copy of all Contract Documents, including addenda, change orders, Division I, Title 21 of the California Code of Regulations, Parts 1-5 and 12 of Title 24, and Title 22 of the California Code of Regulations, and the prevailing wage rates applicable to the Project, which are a part of Contract Documents, on job at all times. Said documents shall be kept in good order and shall be available to District representative, Architect and his representatives. Contractor shall be acquainted with and comply with the provisions of said Titles 21, 22 and 24 as they relate to this Project. (See particularly Duties of the Contractor, Title 24 California Code of Regulations, section 4343.) Contractor shall also be acquainted with and comply with all California Code of Regulations provisions relating to this project, particularly Titles 17, 19, 21, 22 and 24.) Contractor shall also make available all books, records, accounts, contracts, bids, etc. upon request of District and keep auditable copy for three years following contract completion.
- E. **Record "As Built" Drawings.** Contractor shall maintain a clean, undamaged set of contract drawings and shop drawings. In addition to maintaining one complete set of record drawings (herein referred to as "as-builts"), Contractor shall require each trade subcontractor to do its own as-builts. The trade subcontractor as-builts shall contain information showing clean and clear drawings with horizontal and vertical controls suitable for conversion to electronic media. Graphic quality must be equal to clean and clear original drawings; adequacy of the drawings shall be determined by the District's Representative or

Architect. Contractor shall mark the set to show the actual installation where the installation varies from the work as originally shown. Contractor shall mark whichever drawings are most capable of showing conditions fully and accurately where shop drawings are used, and shall record a cross-reference at the corresponding location on the contract drawings. Contractor shall give particular attention to concealed elements that would be difficult to measure and record at a later date. Contractor shall use colors to distinguish variations in separate categories of the work. Contractor shall note related change order numbers where applicable. Contractor shall organize record drawings sheets into manageable sets, bound with durable paper cover sheets and shall print suitable title, dates and other identification on the cover of each set. At the end of the Project, the Contractor shall provide the District with a complete set of as-built drawings. The complete set shall contain information showing clean and clear drawings with horizontal and vertical controls suitable for conversion to electronic media. Graphic quality must be equal to clean and clear original drawings; adequacy of the drawings shall be determined by the District or Architect. The as-builts must show the entire site for each major trade, including but not limited to water, sewer, electrical, data, telephone, cable, fire, alarm, gas, and plumbing.

SECTION 38 REQUEST FOR SUBSTITUTIONS

- A. For purposes of this provision the term "substitution" shall mean the substitution of any material, process or article that is substantially equal or better in every respect to that so indicated or specified in the Construction Documents.
- B. Pursuant to Public Contract Code section 3400(b) the District may make a finding designating certain products, things, or services by specific brand or trade name for the statutorily enumerated purposes. These findings if made, as well as the products and their specific brand or trade names that must be used for the Project may be found in Exhibit "A" of this Construction Services Agreement, if applicable.
- C. Unless specifically designated in Exhibit "A" of this Construction Services Agreement, whenever in specifications any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such specifications shall be deemed to be used for the purpose of facilitating the description of the material, process or article desired and shall be deemed to be followed by words "or equal." Contractor may, unless otherwise stated, offer for substitution any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified. However, the District has adopted certain uniform standards for certain materials, processes and articles. If any material, process or article offered for substitution by Contractor is not, in the opinion of the District and the Architect, substantially equal or better in every respect to that specified, Contractor shall furnish the material, process or article specified. The burden of proof as to the equality of any material, process or article shall rest with the Contractor.
- D. Contractor shall submit requests together with substantiating data for substitution of any "or equal" material, process or article no later than thirty-five (35) days after the execution date in this Construction Services Agreement for the Project. Provisions authorizing submission of "or equal" substitution justification data shall not in any way authorize an extension of time for performance of this Construction Services Agreement. Furthermore, if a proposed "or equal" substitution request is rejected, Contractor shall be responsible for including the specified material, process or article for the Project. The District shall not be responsible for any costs of Contractor associated with "or equal" substitution requests. The District has the complete and sole discretion to determine if a material, process or article is an "or equal" material, process or article that may be substituted.

- E. For purposes of subdivision (D) above, data required to substantiate requests for substitutions of an "or equal" material, process or article data shall include a signed affidavit from the Contractor stating that the substituted "or equal" material, process or article is equivalent to that specified in the specification in every way except as listed on the affidavit, in the formats set forth in Exhibit "F". Substantiating data shall also include any and all illustrations, specifications, and other relevant data including catalogue information which describes the requested substituted "or equal" material, process or article and substantiates that it is an "or equal" to the material process or article specified. In addition, the submittal documentation must also include a statement of the cost implications of the substitution being requested stating whether and why the substitution of the "or equal" material, process or article will reduce or increase the GMP. The substantiating data must also include information regarding the durability and lifecycle cost of the requested substituted "or equal" material, process or article. Failure to submit all the needed substantiating data, including the signed affidavit, to the Architect in a timely fashion so that the substitution can be adequately reviewed may result in the rejection of the proposed substitution. The District is not obligated to review multiple substitution submittals for the same product or item due to the Contractor's failure to submit a complete package initially.
- F. Time limitations in this Section must be complied with strictly and in no case will an extension of time for completion be granted because of Contractor's failure to request the substitution of an alternative item at the times and manner set forth herein in subdivision (D). Further, Contractor shall bear the costs of all engineering work associated with the review of submittals for substitution of equals.
- G. In event Contractor furnishes material, process, or article more expensive than that specified, the difference in cost of such material, process, or article so furnished shall be borne by Contractor.
- H. Contractor agrees to include the provisions of this Section in all subcontractor bid documents.

SECTION 39 COMPLIANCE WITH STATE STORM WATER PERMIT FOR CONSTRUCTION

- A. The Contractor shall be required to comply with all conditions of the State Water Resources Control Board (State Water Board) National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity (Permit) for all construction activity which results in the disturbance of in excess of one acre of total land area or which is part of a larger common area of development or sale. The Contractor shall be responsible for providing the necessary information to the district for filing the Notice of Intent and for obtaining the Permit. The Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) prior to initiating Work. It shall be the Contractor's responsibility to evaluate the cost of procuring the Permit and preparing the SWPPP as well as complying with the SWPPP and any necessary revision to the SWPPP. The Contractor shall comply with all requirements of the State Water Resources Control Board. The Contractor shall include all costs of compliance with specified requirements in the GMP.
- B. Contractor shall be responsible for procuring, implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, monitoring and reporting requirements as required by the Permit. Contractor shall provide copies of all reports and monitoring information to the District and the Architect.
- C. The Contractor shall comply with the lawful requirements of any applicable municipality, the County, drainage district, and other local agencies regarding discharges of storm water to separate storm drain

system or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

- D. Failure to comply with the Permit is in violation of federal and state law. The Contractor hereby agrees to indemnify and hold harmless the District, its Board members, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the District, its Board members, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the Permit arising out of or in connection with the Project, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the District, its Board members, officers, agents, employees or authorized volunteers. District may seek damages from the Contractor for delay in completing the Project in accordance with Section 10 hereof, caused by the Contractor's failure to comply with the Permit.

SECTION 40 EQUAL OPPORTUNITY CLAUSE

- A. The Contractor herein agrees not to discriminate in its recruiting, hiring, promotion, demotion or termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age or physical handicap in the performance of this Construction Services Agreement and to comply with the provisions of the following laws:
1. California Fair Employment and Housing Act (Gov. Code 12900 *et seq.*, prohibiting discrimination in employment on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex, and prohibiting harassment of an employee or applicant because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, or age);
 2. Federal Civil Rights Act of 1964 (42 USC '2000e *et seq.*, prohibiting discrimination in employment on the basis of race, color, national origin, religion, or sex); Title I of the Americans With Disabilities Act of 1990 (42 USC 12101 *et seq.*, prohibiting discrimination against qualified individuals with a disability in hiring and employment practices);
 3. The Age Discrimination in Employment Act (29 USC 621 *et seq.*, prohibiting age discrimination in employment against individuals who are at least forty years of age);
 4. California Labor Code section 1102.1 (prohibiting discrimination in any aspect of employment or opportunity for employment based on actual or perceived sexual orientation); and
 5. Any other laws or regulations prohibiting discrimination as may be applicable to Contractor.

SECTION 41 COMPLIANCE WITH DTSC GUIDELINES – IMPORTED SOIL/SOILS INSPECTION

- A. If the Project requires the use of imported soils, the Contractor shall be responsible to use and shall certify that the imported material it uses is free of any hazardous and/or toxic substance or material of any nature or type as defined in accordance with California Law and the California Health and Safety Code. The District reserves the right to reject any imported material that has come from agricultural or commercial land uses. Contractor must notify the District of the source of material and comply with the applicable Regional Water Quality Control Board Resolution and when applicable, with the guidelines of the Department of Toxic Substances Control (DTSC).

- B. Unless otherwise provided, when a soils investigation report obtained from test holes at the site is available, such report shall not be a part of this contract. Nevertheless, with respect to any such soils investigation and/or geotechnical report regarding the site, it shall be the responsibility of the Contractor to review and be familiar with such report. Any information obtained from such report or any information given on drawings as to subsurface soil condition or to elevations of existing grades or elevations of underlying rock is approximate only, is not guaranteed, and does not form a part of the contract, unless otherwise specifically provided. Contractor is required to make a visual examination of site and must make whatever tests it deems appropriate to determine the underground condition of the soil. Limited soil tests and subsurface investigations, if any, are available for review and consideration by Contractor and were conducted for the purpose of design only. Subsurface investigation information is made available by District solely as a matter of convenience and general information for Contractor and Contractor is expected to review and be familiar with such information. No representation is made by District or Architect that information provided is completely representative of all conditions and materials which may be encountered. If such a report is referenced in the Contract Documents for performance of the Project, such reference shall be to establish minimum requirements only. Further, no representation is made by District or Architect that information provided is solely adequate for purposes of construction. District disclaims responsibility for interpretations by Contractor of soil and subsurface investigation information, such as in protecting soil-bearing values, rock profiles, presence and scope of boulders and cobbles, soil stability and the presence, level and extent of underground water. Contractor shall determine means, methods, techniques and sequences necessary to achieve required characteristics of completed Work. Conditions found after execution of the Construction Services Agreement to be materially different from those reported and which are not customarily encountered in the geographic area of the Project shall be governed by provisions of this Construction Services Agreement for unforeseen conditions.

SECTION 42 PATENTS, ROYALTIES, AND INDEMNITIES

The Contractor shall hold and save the District and its officers, agents, and employees harmless from liability of any nature or kind, including cost and expense, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of this Construction Services Agreement, including its use by the District, except to the extent a method or means was specifically required by the Contract Documents.

SECTION 43 EXCISE TAX

If under federal excise tax law any transaction hereunder constitutes a sale on which a federal excise tax is imposed and the sale is exempt from such excise tax because it is a sale to a state or local government for its exclusive use, the District, upon request, will execute a certificate of exemption which will certify (1) that the District is a political subdivision of the state for the purposes of such exemption and (2) that the sale is for the exclusive use of the District. No excise tax for such materials shall be included in the GMP.

SECTION 44 PROHIBITED INTERESTS

No official of District and no District representative who is authorized in such capacity and on behalf of 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 any subcontract in connection with construction of Project, shall be or become directly or indirectly interested financially in this Construction Services Agreement or any part thereof. No officer, employee, architect, attorney, engineer or inspector of or for District who is authorized in such capacity and on behalf of District to exercise any executive, supervisory or other similar functions in connection with construction of Project, shall become directly or indirectly interested financially in this Construction Services Agreement or in any part thereof.

SECTION 45 NO ASBESTOS CERTIFICATION

A. No Asbestos Certification.

1. Contractor shall execute and submit an "Asbestos Free Materials Certification" Contractor attached hereto as Exhibit "I", and further, is aware of the following:

Should asbestos containing materials be installed by the Contractor in violation of this certification, or if removal of asbestos containing materials is part of the Project, decontaminations and removals will be performed in accordance with the requirements of all applicable laws and will meet the following criteria:

- a. Decontamination and removal of work found to contain asbestos or work installed with asbestos containing equipment shall be done only under the supervision of a qualified consultant, knowledgeable in the field of asbestos abatement and accredited by the Environmental Protection Agency (EPA).
 - b. The asbestos removal contractor shall be an EPA accredited contractor qualified in the removal of asbestos and shall be chosen and approved by the asbestos consultant who shall have sole discretion and final determination in this matter.
 - c. The asbestos consultant shall be chosen and approved by the District which shall have sole discretion and final determination in this matter.
 - d. The work will not be accepted until asbestos contamination is reduced to levels deemed acceptable by the asbestos consultant.
2. If removal of asbestos containing materials is part of the Project, the cost of all asbestos removal, including, but not necessarily limited to the cost of the asbestos removal contractor, the cost of the asbestos consultant, analytical and laboratory fees, time delays and additional costs that may be incurred by the District shall be borne entirely by the Contractor.
3. Hold Harmless: Interface of work for the Project with work containing asbestos shall be executed by the Contractor at his/her risk and at his/her discretion with full knowledge of the currently accepted standards, hazards, risks and liabilities associated with asbestos work and asbestos containing products. By execution of the Construction Services Agreement the Contractor acknowledges the above and agrees to the fullest extent permitted by law to hold harmless the District, its Board and each member of the Board, its officers, employees, agents, representatives, including its architect and assigns, for all asbestos liability which may be

associated with this work. The Contractor further agrees to instruct his/her employees with respect to the above mentioned standards, hazards, risk and liabilities.

SECTION 46 LAWS AND REGULATIONS

- A. Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on conduct of work as indicated and specified. If Contractor observes that drawings and specifications are at variance therewith, it shall promptly notify Architect in writing and any necessary changes shall be adjusted as provided in this Construction Services Agreement for changes in work. If Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the District's Architect, it shall bear all costs arising therefrom.
- B. Contractor shall be responsible for familiarity with the Americans with Disabilities Act (ADA) (42 USC 12101 *et seq.*). Installations of equipment and other devices shall be in compliance with ADA regulations.

SECTION 47 AGREEMENT MODIFICATIONS

No waiver, alteration or modification of any of the provisions of this Construction Services Agreement shall be binding upon either District or Contractor unless the same shall be in writing and signed by both District and Contractor.

SECTION 48 NOTICES

- A. All communications in writing between District and Contractor, including without limitation, applications for payment, shall be deemed to have been received by the addressee if delivered to the person for whom they are intended or if sent by registered mail, return receipt requested, or by telex, telegram, or fax followed by regular mail, addressed as follows:

If to Contractor: C.W. Driver
15615 Alton Parkway, Suite 150
Irvine, CA 92618

Attn: Bruce Curry

If to District: South Orange County Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692

Attn: Dr. Debra L. Fitzsimons

- B. For the purpose of directions, representatives from Contractor shall be Dave McGlothlin and District's Representative shall be Walt Rice, unless otherwise specified in writing.

SECTION 49 THIRD-PARTY CLAIMS

Pursuant to Public Contract Code section 9201, District shall provide Contractor with timely notification of the receipt of any third-party claim, relating to the Contract. District is entitled to recover its reasonable costs incurred in providing such notification.

SECTION 50 ASSIGNMENT

Neither party to this Construction Services Agreement shall assign this Construction Services Agreement or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder without the prior written consent of District.

SECTION 51 HEADINGS

The headings herein contained are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the Contract Documents or in any way to affect the terms and provisions set forth herein.

SECTION 52 INTEGRATION/MODIFICATION

This Construction Services Agreement represents the entire understanding of District and Contractor as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered herein, and it shall not be amended, altered or changed except by a written agreement signed by the parties hereto.

SECTION 53 APPLICABLE LAW/ PROVISIONS REQUIRED BY LAW DEEMED INSERTED

The terms and provisions of this Construction Services Agreement shall be construed in accordance with the laws of the State of California. If any action is brought in a court of law to enforce any term of this Construction Services Agreement the action shall be brought in a state court situated in the County of Orange, State of California, unless a court finds jurisdiction or venue is only proper in a federal court, or a court outside this county. In the event of any such litigation between the parties, the parties shall pay for their respective costs incurred, including attorneys' fees.

Each and every provision of law and clause required by law to be inserted in this Construction Services Agreement shall be deemed to be inserted herein and the Construction Services Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the Construction Services Agreement shall forthwith be physically amended to make such insertion or correction.

SECTION 54 SUCCESSION OF RIGHTS AND OBLIGATIONS

All rights and obligations under this Construction Services Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized representatives, executed this Construction Services Agreement, in duplicate, as of the day and year first above written.

DISTRICT

CONTRACTOR:

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

C.W. DRIVER

BY: _____

BY: _____

Dr. Debra L. Fitzsimons
Vice Chancellor, Business Services

Dana Roberts, President and CEO

Tax Payer I.D. _____

EXHIBIT "A"

SCOPE OF WORK / PLANS AND SPECIFICATIONS / ADDENDA

(SEE ATTACHED)

SOUTHERN ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
SADDLEBACK COLLEGE SCHIENCE BUILDING
EXHIBIT "A"

CONTRACT DOCUMENT LISTING
OCTOBER 16, 2013

DRAWINGS

SHEET #	SHEET NAME	Original Issue Date	Latest Rev Date	
G001	COVER SHEET - VOLUME I	5/18/2012	6/7/2013	
G002	ABBREVIATIONS SYMBOLS & GENERAL NOTES	5/18/2012	6/7/2013	
G004	CODE ANALYSIS - OVERALL SITE PLAN	5/18/2012	6/7/2013	
G005	CODE ANALYSIS - ENLARGED SITE PLAN	5/18/2012	6/7/2013	
G010	FIRE MARSHAL	5/18/2012	6/7/2013	
G101	CODE ANALYSIS - 1ST FLOOR PLAN	5/18/2012	6/7/2013	
G102	CODE ANALYSIS - 2ND FLOOR PLAN	5/18/2012	6/7/2013	
G103	CODE ANALYSIS - 3RD FLOOR PLAN	5/18/2012	6/7/2013	
C001	TITLE SHEET	5/18/2012	6/7/2013	
C002.1	TOPOGRAPHIC SURVEY SCIENCE BLDG.		6/7/2013	
C002.2	TOPOGRAPHIC SURVEY OBSERVATORY		6/7/2013	
C003	TOPOGRAPHIC SURVEY UTILITIES	5/18/2012	6/7/2013	
C004	PRECISE GRADING PLAN	5/18/2012	6/7/2013	
C005	PRECISE GRADING PLAN-SOUTH	5/18/2012	6/7/2013	
C006	PRECISE GRADING PLAN-EAST	5/18/2012	6/7/2013	
C007	PRECISE GRADING OBSERVATORY	5/18/2012	6/7/2013	
C008	EROSION CONTROL PLAN	5/18/2012	6/7/2013	
C009	EROSION CONTROL PLAN OBSERVATORY	5/18/2012	6/7/2013	
C010	STORM DRAIN PLAN	5/18/2012	6/7/2013	
C011	STORM DRAIN PLAN	5/18/2012	6/7/2013	
C012	SEWER & WATER PLAN		9/18/13	ADDENDUM #5
C014	DETAIL SHEET		6/7/2013	
C015	DEMOLITION PLAN		6/7/2013	
C016	EROSION CONTROL PLAN CENTRAL PLANT		6/7/2013	
L001	IRRIGATION PLAN	5/25/2012	6/7/2013	
L002	IRRIGATION PLAN	5/25/2012	6/7/2013	
L003	IRRIGATION LEGEND & NOTES	5/25/2012	6/7/2013	

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L004	IRRIGATION DETAILS	5/25/2012	6/7/2013	
L005	IRRIGATION DETAILS	5/25/2012	6/7/2013	
L006	PLANTING PLAN- SCIENCE BUILDING	5/25/2012	6/7/2013	
L007	PLANTING PLAN- OBSERVATORY	5/25/2012	6/7/2013	
L008	PLANTING LEGEND NOTES & DETAILS	5/25/2012	6/7/2013	
A001	OVERALL SITE PLAN	5/18/2012	6/7/2013	
A002	ENLARGED SITE PLAN	5/18/2012	6/7/2013	
A003	ENLARGED SITE PLANS	5/18/2012	6/7/2013	
A003A	SITE DETAILS		6/7/2013	
A003B	SITE DETAILS		6/7/2013	
A004	ENLARGED SITE PLANS	5/18/2012	6/7/2013	
A004A	SITE DETAILS		6/7/2013	
A004B	SITE DETAILS		6/7/2013	
A005	ENLARGED SITE PLANS	5/18/2012	6/7/2013	
A005A	SITE DETAILS		6/7/2013	
A005B	SITE DETAILS		6/7/2013	
A006	ENLARGED SITE PLANS & DETAILS- OBSERVATORY	5/18/2012	6/7/2013	
A007	SITE DETAILS	5/18/2012	6/7/2013	
A008	SITE DETAILS	5/18/2012	6/7/2013	
A009	PARKING DETAILS	5/18/2012	6/7/2013	
A010	SITE STAIR / RAMP DETAILS	1/08/2012	6/7/2013	
A011	DOOR & WINDOW SCHEDULE	5/18/2012	9/18/13	ADDENDUM #5
A012	ROOM FINISH SCHEDULE	5/18/2012	6/7/2013	
A013	CURTAIN WALL TYPES	5/18/2012	6/7/2013	
A014	CURTAIN WALL TYPES	5/18/2012	6/7/2013	
A015	CURTAIN WALL TYPES	5/18/2012	6/7/2013	
A016	CURTAIN WALL TYPES	5/18/2012	6/7/2013	
A017	CURTAIN WALL TYPES	5/18/2012	6/7/2013	
A020	STOREFRONT & WINDOW TYPES	5/18/2012	6/7/2013	
A021	STOREFRONT & WINDOW TYPES	5/18/2012	6/7/2013	
A022	STOREFRONT & WINDOW TYPES	5/18/2012	6/7/2013	
A101	FIRST FLOOR PLAN	5/18/2012	7/24/2013	ADDENDUM #1
A101A	FIRST FLOOR SLAB PLAN	5/18/2012	6/7/2013	
A101B	FIRST FLOOR PLAN- WALL TYPES	5/18/2012	7/24/2013	ADDENDUM #1
A101C	FIRST FLOOR FINISHED FLOOR PATTERN		6/7/2013	
A102	SECOND FLOOR PLAN	5/18/2012	7/24/2013	ADDENDUM #1
A102A	SECOND FLOOR SLAB PLAN	5/18/2012	6/7/2013	

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A102B	SECOND FLOOR PLAN- WALL TYPES	5/18/2012	7/24/2013	ADDENDUM #1
A102C	SECOND FLOOR FINISHED FLOOR PATTERN		6/7/2013	
A103	THIRD FLOOR PLAN	5/18/2012	7/24/2013	ADDENDUM #1
A103A	THIRD FLOOR SLAB PLAN	5/18/2012	6/7/2013	
A103B	THIRD FLOOR PLAN- WALL TYPES	5/18/2012	7/24/2013	ADDENDUM #1
A103C	THIRD FLOOR FINISHED FLOOR PATTERN		6/7/2013	
A104	SIGNAGE PLANS		6/7/2013	
A131	ROOF PLAN	5/18/2012	9/18//13	ADDENDUM #5
A131A	ROOF SLAB PLAN	5/18/2012	9/18//13	ADDENDUM #5
A132	HIGH & LOW ROOF PLANS	5/18/2012	6/7/2013	
A201	EXTERIOR ELEVATIONS	5/18/2012	6/7/2013	
A202	EXTERIOR ELEVATIONS	5/18/2012	6/7/2013	
A205	ENLARGED EXTERIOR ELEVATIONS	5/18/2012	9/18//13	ADDENDUM #5
A206	ENLARGED EXTERIOR ELEVATIONS	5/18/2012	9/18//13	ADDENDUM #5
A207	ENLARGED EXTERIOR ELEVATIONS	5/18/2012	9/18//13	ADDENDUM #5
A208	ENLARGED EXTERIOR ELEVATIONS	5/18/2012	9/18//13	ADDENDUM #5
A209	ENLARGED EXTERIOR ELEVATIONS		9/18//13	ADDENDUM #5
A211	BUILDING SECTIONS	5/18/2012	6/7/2013	
A212	BUILDING SECTIONS	5/18/2012	6/7/2013	
A213	BUILDING SECTIONS	5/18/2012	6/7/2013	
A301	ENLARGED LAB PLANS- FIRST FLOOR	5/18/2012	6/7/2013	
A302	ENLARGED LAB PLANS- FIRST FLOOR	5/18/2012	6/7/2013	
A303	ENLARGED LAB PLANS- SECOND FLOOR	5/18/2012	6/7/2013	
A304	ENLARGED LAB PLANS- SECOND FLOOR	5/18/2012	6/7/2013	
A305	ENLARGED LAB PLANS- THIRD FLOOR	5/18/2012	6/7/2013	
A306	ENLARGED LAB PLANS- THIRD FLOOR	5/18/2012	6/7/2013	
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A311	ENLARGED 3rd FLOOR ROOF PLAN AND EXTERIOR WALKWAY PLANS	5/18/2012	6/7/2013	
A321	ENLARGED RESTROOM PLANS, RCP & ELEVATIONS	5/18/2012	6/7/2013	
A331	ENLARGED STAIR 01 PLANS & SECTIONS	5/18/2012	9/18/13	ADDENDUM #5
A332	ENLARGED STAIR 02 PLANS & SECTIONS	5/18/2012	6/7/2013	
A333	ENLARGED STAIR 02 PLANS & SECTIONS	5/18/2012	6/7/2013	
A334	ENLARGED STAIR 03 PLANS & SECTIONS	5/18/2012	6/7/2013	
A335	ENLARGED ELEVATOR PLANS & SECTIONS	5/18/2012	6/7/2013	
A341	ATRIUM PARTITION WALL PLAN & DETAILS	5/18/2012	9/18/13	ADDENDUM #5
A401	FIRST FLOOR REFLECTED CEILING PLAN	5/18/2012	6/7/2013	
A402	SECOND FLOOR REFLECTED CEILING PLAN	5/18/2012	6/7/2013	
A403	THIRD FLOOR REFLECTED CEILING PLAN	5/18/2012	9/18/13	ADDENDUM #5
A411	TYPICAL GYPSUM BD AND ACOUSTICAL TILE CEILING DETAILS	5/18/2012	6/7/2013	
A412	CEILING DETAILS	5/18/2012	6/7/2013	
A413	LINEAR METAL CEILING DETAILS	5/18/2012	6/7/2013	
A501	EXTERIOR WALL SECTION AND ELEVATION	5/18/2012	6/7/2013	
A502	EXTERIOR WALL SECTION AND ELEVATION	5/18/2012	6/7/2013	
A503	EXTERIOR WALL SECTION AND ELEVATION	5/18/2012	6/7/2013	
A504	EXTERIOR WALL SECTION AND ELEVATION	5/18/2012	6/7/2013	
A505	EXTERIOR WALL SECTION AND ELEVATION	5/18/2012	6/7/2013	
A506	EXTERIOR WALL SECTION AND ELEVATION	5/18/2012	6/7/2013	
A507	EXTERIOR WALL SECTION AND ELEVATION	5/18/2012	6/7/2013	
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A511	EXTERIOR WALL SECTION AND ELEVATION	5/18/2012	6/7/2013	
A512	EXTERIOR WALL SECTION AND ELEVATION	5/18/2012	6/7/2013	
A513	EXTERIOR WALL SECTION AND ELEVATION	5/18/2012	6/7/2013	
A514	EXTERIOR WALL SECTION AND ELEVATION	5/18/2012	6/7/2013	
A515	EXTERIOR WALL SECTION AND ELEVATION	5/18/2012	6/7/2013	
A516	EXTERIOR WALL SECTION AND ELEVATION	5/18/2012	6/7/2013	
A517	EXTERIOR WALL SECTION AND ELEVATION	5/18/2012	6/7/2013	
A521	MAIN STOREFRONT ENTRY	5/18/2012	9/27/2013	ADDENDUM #6
A525	EXTERIOR WALL DETAILS	5/18/2012	6/7/2013	
A526	EXTERIOR WALL DETAILS	5/18/2012	6/7/2013	
A527	EXTERIOR WALL DETAILS- ALUM.FACED COMPOSITE PANELS	5/18/2012	6/7/2013	
A528	INTERIOR WALL DETAILS	5/18/2012	6/7/2013	
A529	INTERIOR FURRING WALL DETAILS	5/18/2012	6/7/2013	
A530	INTERIOR FURRING WALL DETAILS	5/18/2012	6/7/2013	
A531	CURTAIN WALL DETAILS	5/18/2012	6/7/2013	
A532	CURTAIN WALL/ STOREFRONT DETAILS	5/18/2012	6/7/2013	
A533	CURTAIN WALL DETAILS	5/18/2012	6/7/2013	
A534	METAL SCREEN DETAILS	5/18/2012	6/7/2013	
A535	DOOR DETAILS	5/18/2012	6/7/2013	
A536	WINDOW DETAILS	5/18/2012	6/7/2013	
A537	COILING DOOR DETAILS	5/18/2012	6/7/2013	
A538	ENTRY CANOPY/ ROOF CANOPY	5/18/2012	6/7/2013	
A539	SECTIONAL DOOR DETAILS	5/18/2012	6/7/2013	
A541	ROOF DETAILS	5/18/2012	6/7/2013	
A542	ROOF DETAILS	5/18/2012	6/7/2013	
A543	ROOF DETAILS	5/18/2012	6/7/2013	
A544	ROOF DETAILS	5/18/2012	6/7/2013	
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A561	STAIR DETAILS	5/18/2012	9/18//13	ADDENDUM #5
A562	STAIR DETAILS	5/18/2012	9/18//13	ADDENDUM #5
A563	STAIR DETAILS	5/18/2012	6/7/2013	
A564	STAIR DETAILS	5/18/2012	6/7/2013	
A565	ELEVATOR DETAILS	5/18/2012	6/7/2013	
A566	ATRIUM GUARD DETAILS	5/18/2012	6/7/2013	
A571	MISCELLANEOUS DETAILS	5/18/2012	6/7/2013	
A581	SIGNAGE DETAILS	5/18/2012	6/7/2013	
A582	SIGNAGE DETAILS		6/7/2013	
A601	INTERIOR ELEVATIONS- ATRIUM	5/18/2012	9/18//13	ADDENDUM #5
A602	INTERIOR ELEVATIONS- ATRIUM	5/18/2012	9/18//13	ADDENDUM #5
A603A	INTERIOR ELEVATIONS- CIRCULATION		6/7/2013	
A603B	INTERIOR ELEVATIONS- CIRCULATION		6/7/2013	
A603C	INTERIOR ELEVATIONS- CIRCULATION		6/7/2013	
A605	FIRST FLOOR LAB INTERIOR ELEVATIONS	5/18/2012	6/7/2013	
A606	FIRST FLOOR LAB INTERIOR ELEVATIONS	5/18/2012	6/7/2013	
A607	FIRST FLOOR LAB INTERIOR ELEVATIONS	5/18/2012	6/7/2013	
A608	FIRST FLOOR LAB INTERIOR ELEVATIONS	5/18/2012	6/7/2013	
A609	FIRST FLOOR LAB SUPPORT INTERIOR ELEVATIONS	5/18/2012	6/7/2013	
A610	FIRST FLOOR LAB SUPPORT INTERIOR ELEVATIONS	5/18/2012	6/7/2013	
A611	SECOND FLOOR LAB INTERIOR ELEVATIONS	5/18/2012	6/7/2013	
A612	SECOND FLOOR LAB INTERIOR ELEVATIONS	5/18/2012	6/7/2013	
A613	SECOND FLOOR LAB INTERIOR ELEVATIONS	5/18/2012	6/7/2013	
A614	SECOND FLOOR LAB SUPPORT INTERIOR ELEVATIONS	5/18/2012	6/7/2013	
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A618	THIRD FLOOR LAB INTERIOR ELEVATIONS	5/18/2012	6/7/2013	
A619	THIRD FLOOR LAB INTERIOR ELEVATIONS	5/18/2012	6/7/2013	
A620	THIRD FLOOR LAB INTERIOR ELEVATIONS	5/18/2012	6/7/2013	
A621	THIRD FLOOR INTERIOR ELEVATIONS	5/18/2012	6/7/2013	
A622	THIRD FLOOR LAB SUPPORT INTERIOR ELEVATIONS	5/18/2012	6/7/2013	
A623	THIRD FLOOR LAB SUPPORT INTERIOR ELEVATIONS	5/18/2012	6/7/2013	
A624	THIRD FLOOR LAB SUPPORT INTERIOR ELEVATIONS	5/18/2012	6/7/2013	
A625	INTERIOR SECTION- MECHANICAL SHAFT		6/7/2013	
A626	INTERIOR SECTION- CIRCULATION		6/7/2013	
A631	TYP_ CASEWORK DETAILS	5/18/2012	6/7/2013	
A632	LAB CASEWORK TYPES- ISLANDS	1/08/2012	6/7/2013	
A633	LAB CASEWORK TYPES- ISLANDS	5/18/2012	6/7/2013	
A634	LAB CASEWORK TYPES- ISLANDS	1/08/2012	6/7/2013	
A635	LAB CASEWORK TYPES- TABLES	1/08/2012	6/7/2013	
A636	LAB CASEWORK TYPES- SHELVES	1/08/2012	6/7/2013	
A641	BRIDGE	5/18/2012	6/7/2013	
A642	BRIDGE DETAILS	5/18/2012	6/7/2013	
A644	OBSERVATORY	5/18/2012	6/7/2013	
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S004	STRUCTURAL ABBREVIATIONS	5/18/2012	6/7/2013	
S101	TYPICAL DETAILS	5/18/2012	6/7/2013	
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S105	TYPICAL DETAILS	5/18/2012	6/7/2013	
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S112	TYPICAL DETAILS		6/7/2013	
S113	TYPICAL DEATILS		6/7/2013	
S200	RETAINING SITE WALL	5/18/2012	6/7/2013	
S201	FOUNDATION PLAN	5/18/2012	9/18//13	ADDENDUM #5
S202	SECOND FLOOR FRAMING PLAN	5/18/2012	9/18//13	ADDENDUM #5
S202A	SECOND FLOOR FRAMING SLRS PLAN		9/18//13	ADDENDUM #5
S203	THIRD FLOOR FRAMING PLAN	5/18/2012	9/18//13	ADDENDUM #5
S203A	THIRD FLOOR FRAMING SLRS PLAN		9/18//13	ADDENDUM #5
S204	ROOF FRAMING PLAN	5/18/2012	6/7/2013	
S204A	ROOF FRAMING SLRS PLAN		6/7/2013	
S205	HIGH ROOF FRAMING PLAN	5/18/2012	6/7/2013	
S205A	HIGH ROOF SLRS PLAN		6/7/2013	
S206	OBSERVATORY BUILDING	5/18/2012	6/7/2013	
S207	FIRST FLOOR REFLECTED CEILING PLAN		6/7/2013	
S208	SECOND FLOOR REFLECTED CEILING PLAN		6/7/2013	
S301	FOUNDATION SCHEDULE AND DETAILS	5/18/2012	6/7/2013	
S302	CONC PILE CAP SCHEDULE AND DETAILS	5/18/2012	6/7/2013	
S303	EBF GRADE BEAM SCHEDULE AND DETAILS	5/18/2012	6/7/2013	
S304	NON-EBF GRADE BEAM SCHEDULE AND DETAILS	5/18/2012	6/7/2013	
S401	COLUMN SCHEDULE AND DETAILS	5/18/2012	6/7/2013	
S402	EBF FRAMING DETAILS	5/18/2012	6/7/2013	
S403	TYPICAL EBF DETAILS	5/18/2012	6/7/2013	
S404	EBF FRAMING ELEVATIONS	5/18/2012	6/7/2013	
S405	EBF FRAME ELEVATIONS	5/18/2012	6/7/2013	
S406	EBF FRAME ELEVATIONS	5/18/2012	6/7/2013	
S501	BUILDING ELEVATIONS	5/18/2012	6/7/2013	
S502	BUILDING ELEVATIONS	5/18/2012	6/7/2013	
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S605	BUILDING SECTIONS	5/18/2012	6/7/2013	
S606	BUILDING SECTIONS	5/18/2012	6/7/2013	
S607	BUILDING SECTIONS	5/18/2012	6/7/2013	
S608	BUILDING SECTIONS		6/7/2013	
S609	BUILDING SECTIONS		6/7/2013	
S610	BUILDING SECTIONS		6/7/2013	
S701	FOUNDATION SECTIONS AND DETAILS	5/18/2012	6/7/2013	
S702	TYPICAL SITE WALL SCHEDULE AND DETAILS	5/18/2012	6/7/2013	
S703	RETAINING WALL SECTIONS	8/21/2012	6/7/2013	
S704	RETAINING WALL SECTIONS	8/21/2012	8/21/2012	
S801	SECTIONS & DETAILS	5/18/2012	6/7/2013	
S802	SECTIONS & DETAILS	5/18/2012	6/7/2013	
S803	SECTIONS & DETAILS	5/18/2012	6/7/2013	
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S805	SECTIONS & DETAILS		6/7/2013	
S806	SECTIONS & DETAILS		6/7/2013	
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S808	SECTIONS & DETAILS		6/7/2013	
S809	SECTIONS & DETAILS		6/7/2013	
S901	STAIR PLANS	5/18/2012	9/18//13	ADDENDUM #5
S902	STAIR PLANS	5/18/2012	6/7/2013	
S903	STAIR SECTIONS & DETAILS	5/18/2012	9/18//13	ADDENDUM #5
S904	STAIR SECTIONS & DETAILS	5/18/2012	9/18//13	ADDENDUM #5
S905	STAIR SECTIONS & DETAILS		6/7/2013	
S1001	BRIDGE PLANS, ELEVATIONS AND SECTIONS	5/18/2012	6/7/2013	
S1002	BRIDGE SECTIONS AND DETAILS	5/18/2012	6/7/2013	
S1003	BRIDGE SECTIONS AND ELEVATIONS	5/18/2012	6/7/2013	
S1101	PERSPECTIVE VIEWS	5/18/2012	6/7/2013	
G200	COVER SHEET - VOLUME 2	5/18/2012	6/7/2013	
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M008	SUPPLY AIR VALVE SCHEDULES		6/7/2013	
M009	EXHAUST AIR VALVE SCHEDULES		6/7/2013	
M010	EXHAUST AIR VALVE SCHEDULES		6/7/2013	
M101	MECHANICAL 1ST FLOOR PLAN		6/7/13	
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M101-B	ENLARGED 1ST FLOOR MECHANICAL PLAN- SEGMENT B		6/7/2013	
M101-C	ENLARGED 1ST FLOOR MECHANICAL PLAN- SEGMENT C		9/18//13	ADDENDUM #5
M101-D	ENLARGED 1ST FLOOR MECHANICAL PLAN- SEGMENT D		9/18//13	ADDENDUM #5
M101-E	ENLARGED 1ST FLOOR MECHANICAL PLAN- SEGMENT E		6/7/2013	
M102	MECHANICAL 2ND FLOOR PLAN		6/7/2013	
M102-A	ENLARGED 2ND FLOOR MECHANICAL PLAN- SEGMENT A		9/18//13	ADDENDUM #5
M102-B	ENLARGED 2ND FLOOR MECHANICAL PLAN- SEGMENT B		9/18//13	ADDENDUM #5
M102-C	ENLARGED 2ND FLOOR MECHANICAL PLAN- SEGMENT C		9/18//13	ADDENDUM #5
M102-D	ENLARGED 2ND FLOOR MECHANICAL PLAN- SEGMENT D		9/18//13	ADDENDUM #5
M102-E	ENLARGED 2ND FLOOR MECHANICAL PLAN- SEGMENT E		6/7/2013	
M103	MECHANICAL 3RD FLOOR PLAN		6/7/2013	
M103-A	ENLARGED 3RD FLOOR MECHANICAL PLAN- SEGMENT A		9/18//13	ADDENDUM #5
M103-B	ENLARGED 3RD FLOOR MECHANICAL PLAN- SEGMENT B		9/18//13	ADDENDUM #5
M103-C	ENLARGED 3RD FLOOR MECHANICAL PLAN- SEGMENT C		9/18//13	ADDENDUM #5
M103-D	ENLARGED 3RD FLOOR MECHANICAL PLAN- SEGMENT D		9/18//13	ADDENDUM #5
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M503	DETAILS		9/18//13	ADDENDUM #5
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M641	OBSERVATORY		6/7/2013	
M201CP	MECHANICAL YARD NEW WORK FLOOR PLAN		9/18//13	ADDENDUM #5
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E003	SINGLE LINE DIAGRAM		6/7/2013	
E004	POWER RISER DIAGRAM		6/7/2013	
E005	SIGNAL RISER DIAGRAM		9/18//13	ADDENDUM #5
E006	LIGHTING FIXTURE SCHEDULE & TITLE 24		6/7/2013	
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E102	SITE SIGNAL REMODEL PLAN		6/7/2013	
E103	SITE LIGHTING PLAN		9/18//13	ADDENDUM #5
E201	FIRST FLOOR LIGHTING PLAN		6/7/2013	
E202	SECOND FLOOR LIGHTING PLAN		6/7/2013	
E203	THIRD FLOOR LIGHTING PLAN		6/7/2013	
E204	OBSERVATORY ELECTRICAL PLAN		9/18//13	ADDENDUM #5
E301	FIRST FLOOR POWER PLAN		9/18//13	ADDENDUM #5
E302	SECOND FLOOR POWER PLAN		6/7/2013	
E303	THIRD FLOOR POWER PLAN		6/7/2013	
E304	ROOF ELECTRICAL PLAN		9/18//13	ADDENDUM #5
E401	FIRST FLOOR SIGNAL PLAN		6/7/2013	
E402	SECOND FLOOR SIGNAL PLAN		6/7/2013	
E403	THIRD FLOOR SIGNAL PLAN		6/7/2013	
E501	FIRST FLOOR FIRE ALARM PLAN		9/18//13	ADDENDUM #5
E502	SECOND FLOOR FIRE ALARM PLAN		6/7/2013	
E503	THIRD FLOOR FIRE ALARM PLAN		6/7/2013	
E504	FIRE ALARM CALCS.LEGEND,SEQUENCE OF OPERATIONS, DETAILS AND RISER		9/18//13	ADDENDUM #5
E601	PANEL SCHEDULES		6/7/2013	
E602	PANEL SCHEDULES		6/7/2013	
E603	PANEL SCHEDULES		6/7/2013	
E604	PANEL SCHEDULES		6/7/2013	
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E701	ENLARGED PLANS		6/7/2013	
E702	DETAILS		6/7/2013	
E703	DETAILS		6/7/2013	
E704	DETAILS		6/7/2013	
E705	DETAILS		6/7/2013	
E706	DETAILS		6/7/2013	
E707	ENLARGED SIGNAL PLANS		6/7/2013	
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PI01-E	PARTIAL FIRST FLOOR PLAN- AREA E	6/7/2013
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PI03	THIRD FLOOR PLAN- OVERALL	6/7/2013
PI03-A	PARTIAL THIRD FLOOR PLAN- AREA A	6/7/2013
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PI03-C	PARTIAL THIRD FLOOR PLAN- AREA C	6/7/2013
PI03-D	PARTIAL THIRD FLOOR PLAN- AREA D	6/7/2013
PI03-E	PARTIAL THIRD FLOOR PLAN- AREA E	6/7/2013
PI31	ROOF PLAN	6/7/2013
P301	SECTIONS	6/7/2013
P302	SECTIONS	6/7/2013
P303	SECTIONS	6/7/2013
P501	DETAILS	6/7/2013
P502	DETAILS	6/7/2013
P503	ENLARGED MECHANICAL ROOM & DETAILS	6/7/2013
P601	WASTE & VENT RISER DIAGRAM	6/7/2013
P602	LAB WASTE & VENT RISER DIAGRAM	6/7/2013
P603	LAB WASTE & VENT RISER DIAGRAM	6/7/2013
P604	HOT & COLD WATER RISER DIAGRAM	6/7/2013
P605	HOT & COLD WATER RISER DIAGRAM	6/7/2013
P606	PURE WATER RISER DIAGRAM	6/7/2013
P607	NATURAL GAS RISER DIAGRAM	6/7/2013
P608	COMPRESSED AIR, VACUUM, NITROGEN, RISER DIAGRAM	6/7/2013
P609	STORM DRAIN RISER DIAGRAM	6/7/2013
FS-1	SITE PLAN & GENERAL NOTES	6/7/2013
FS-2	HANGER DETAILS	6/7/2013
FS-3	BUILDING RISER DETAILS & NOTES	6/7/2013
FS-4	1ST FLOOR PLAN	6/7/2013
FS-5	2ND FLOOR PLAN	6/7/2013
FS-6	3RD FLOOR PLAN	6/7/2013

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FS-7	ROOF PLAN		6/7/2013	
FS-8	BUILDING SECTIONS		6/7/2013	
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CPP102	CENTRAL PLANT PLBG PLAN		6/7/2013	
CPE001	GENERAL NOTES, LEGEND & SHEET INDEX		6/7/2013	
CPE002	ELECTRICAL PLAN		7/24/2013	ADDENDUM #1
CPE003	PANEL SCHEDULES AND SINGLE LINE DIAGRAM		7/24/2013	ADDENDUM #1
CPE004	DEMOLITION PLAN		6/7/2013	
CPM001	EQUIPMENT SCHEDULES		7/24/2013	ADDENDUM #1
CPM100	CENTRAL PLANT MECH SITE PLAN		7/24/2013	ADDENDUM #1
CPM101	CENTRAL PLANT MECH DEMO PLAN		7/24/2013	ADDENDUM #1
CPM102	CENTRAL PLANT MECH PLAN		7/24/2013	ADDENDUM #1
CPM501	DETAILS		7/24/2013	ADDENDUM #1
CPM502	DETAILS		7/24/2013	ADDENDUM #1
CPM601	CONTROLS		6/7/2013	
CPM602	CONTROLS		6/7/2013	
MOCK1	MOCK-UP SKETCH		8/1/2012	
MOCK2	W.I.P.P. AND B.E.C.P. NOTES		8/1/2012	

PROJECT / SPECIFICATIONS MANUAL

DESCRIPTION		DATED DOCUMENT	LATEST REV. DATE	
00 01 10	TABLE OF CONTENTS	6/5/2013	6/5/2013	
00 31 00	AVAILABILITY PROJECT INFORMATION	6/5/2013	6/5/2013	
01 10 00	SUMMARY	6/5/2013	8/5/2013	ADDENDUM #3
01 20 00	PRICE AND PAYMENT PROCEDURES	6/5/2013	6/5/2013	
01 25 13	PRODUCT SUBSTITUTION PROCEDURES	6/5/2013	6/5/2013	
01 26 13	REQUEST FOR INFORMATION PROCEDURES	6/5/2013	6/5/2013	
01 30 00	ADMINISTRATIVE REQUIREMENTS	6/5/2013	6/5/2013	

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01 31 32	ENVIRONMENTAL IMPORT-EXPORT MATERIALS TESTING	6/5/2013	6/5/2013	
01 32 16	CONSTRUCTION PROGRESS SCHEDULE	6/5/2013	6/5/2013	
01 35 14.01	LEED CREDIT SUMMARY	6/5/2013	6/5/2013	
01 35 15	LEED CERTIFICATION PROCEDURES	6/5/2013	6/5/2013	
01 35 55	CALGREEN SPECIAL PROJECT PROCEDURES	6/5/2013	6/5/2013	
01 40 00	QUALITY REQUIREMENTS	6/5/2013	6/5/2013	
01 41 00	REGULATORY REQUIREMENTS	6/5/2013	6/5/2013	
01 41 27	OFF SITE IMPROVEMENTS	6/5/2013	6/5/2013	
01 42 00	TESTING AND INSPECTION	6/5/2013	6/5/2013	
01 50 00	TEMPORARY FACILITIES AND CONTROLS	6/5/2013	6/5/2013	
01 57 10	STORM WATER POLLUTION PREVENTION PLAN	6/5/2013	6/5/2013	
01 57 13	TEMPORARY EROSION AND SEDIMENT CONTROL	6/5/2013	6/5/2013	
01 57 21	INDOOR AIR QUALITY CONTROLS	6/5/2013	6/5/2013	
01 61 16	VOLATILE ORGANIC COMPOUND (VOC) CONTENT RESTRICTIONS	6/5/2013	6/5/2013	
01 70 00	EXECUTION REQUIREMENTS	6/5/2013	6/5/2013	
01 71 23	CONSTRUCTION SURVEYING	6/5/2013	6/5/2013	
01 73 29	CUTTING AND PATCHING PROCEDURES	6/5/2013	6/5/2013	
01 74 19	CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL	6/5/2013	6/5/2013	
01 78 00	CLOSEOUT SUBMITTALS	6/5/2013	6/5/2013	
01 79 00	DEMONSTRATION AND TRAINING	6/5/2013	6/5/2013	
01 81 13.13	SUSTAINABLE DESIGN REQUIREMENTS	6/5/2013	6/5/2013	
01 91 13	COMMISSIONING GENERAL REQUIREMENTS	6/5/2013	6/5/2013	
02 41 19	SELECTIVE DEMOLITION	6/5/2013	6/5/2013	
02 41 26	SELECTIVE ELECTRICAL DEMOLITION	6/5/2013	6/5/2013	
03 10 00	CONCRETE FORMWORK	6/5/2013	6/5/2013	
03 20 00	CONCRETE REINFORCEMENT	6/5/2013	6/5/2013	
03 25 00	CONCRETE TOPPING	6/5/2013	6/5/2013	
03 30 00	CAST-IN-PLACE CONCRETE	6/5/2013	6/5/2013	
03 35 11	CONCRETE FLOOR FINISHES	6/5/2013	6/5/2013	

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03 48 13	PRECAST CONCRETE TREAD AND RISER	6/5/2013	6/5/2013	
04 22 00	CONCRETE UNIT MASONRY	6/5/2013	6/5/2013	
05 12 00	STRUCTURAL STEEL	6/5/2013	9/18//13	ADDENDUM #5
05 30 00	METAL DECKING	6/5/2013	6/5/2013	
05 40 00	COLD-FORM METAL FRAMING	6/5/2013	6/5/2013	
05 50 00	METAL FABRICATIONS	6/5/2013	9/18//13	ADDENDUM #5
05 51 00	METAL STAIRS	6/5/2013	9/18//13	ADDENDUM #5
05 51 50	ALUMINUM LADDERS	6/5/2013	6/5/2013	
05 52 10	STEEL PIPE AND TUBE RAILINGS	6/5/2013	6/5/2013	
05 70 13	DECORATIVE METAL FABRICATIONS	6/5/2013	6/5/2013	
07 13 00	SHEET WATERPROOFING	6/5/2013	6/5/2013	
07 18 00	TRAFFIC COATING	6/5/2013	6/5/2013	
07 19 00	WATER REPELLENTS AND GRAFFITI COATING	6/5/2013	6/5/2013	
07 21 00	THERMAL INSULATION	6/5/2013	6/5/2013	
07 22 00	ROOFING INSULATION	6/5/2013	6/5/2013	
07 25 00	WEATHER BARRIERS	6/5/2013	6/5/2013	
07 25 01	RAINSCREEN WEATHER BARRIER WITH 2-D DRAINAGE	6/5/2013	6/5/2013	
07 26 13	UNDER SLAB VAPOR BARRIERS	6/5/2013	6/5/2013	
07 42 13	ALUMINUM COMPOSITE WALL PANELS	6/5/2013	6/5/2013	
07 42 14	CORRUGATED METAL PANELS	6/5/2013	9/27//13	ADDENDUM #6
07 43 13	TERRA COTTA RAINSCREEN SYSTEM	6/5/2013		
07 45 70	CEMENTITIOUS PANELS	6/5/2013	9/18//13	ADDENDUM #5
07 52 00	MODIFIED BITUMINOUS MEMBRANE ROOFING	6/5/2013	9/18//13	ADDENDUM #5
07 62 00	SHEET METAL FLASHING AND TRIM	6/5/2013	6/5/2013	
07 72 00	ROOF ACCESSORIES	6/5/2013	6/5/2013	
07 84 00	FIRESTOPPING	6/5/2013	6/5/2013	
07 90 05	JOINT SEALANTS	6/5/2013	6/5/2013	
07 95 16	EXPANSION CONTROL	6/5/2013	6/5/2013	
08 11 13	HOLLOW METAL DOORS AND FRAMES	6/5/2013	6/5/2013	
08 14 16	FLUSH WOOD DOORS	6/5/2013	6/5/2013	
08 31 00	ACCESS DOORS AND PANELS	6/5/2013	6/5/2013	
08 33 29	COILING FIRE RATED DOORS	6/5/2013	6/5/2013	

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08 36 00	SECTIONAL OVERHEAD DOOR	6/5/2013	6/5/2013	
08 42 29	AUTOMATIC ENTRANCES	6/5/2013	6/5/2013	
08 43 13	ALUMINUM-FRAMED STOREFRONT	6/5/2013	6/5/2013	
08 44 13	GLAZED ALUMINUM CURTAIN WALLS	6/5/2013	6/5/2013	
08 45 23	INSULATED TRANSLUCENT FIBERGLASS SANDWICH SKYLIGHT SYSTEM	6/5/2013	6/5/2013	
08 62 23	TUBULAR SKYLIGHTS	6/5/2013	6/5/2013	
08 70 00 AA#1	FINISH HARDWARE	6/5/2013	7/30/2013	ADDENDUM #2
08 71 00 R	FINISH HARDWARE	6/5/2013	6/5/2013	ADDENDUM #1
08 80 00	GLAZING	6/5/2013	9/18//13	ADDENDUM #5
09 21 16	GYPSUM BOARD ASSEMBLIES	6/5/2013	6/5/2013	
09 21 16.23	GYPSUM BOARD SHAFT-WALL ASSEMBLIES	6/5/2013	6/5/2013	
09 22 16	NON STRUCTURAL METAL FRAMING	6/5/2013	6/5/2013	
09 24 00	PORTLAND CEMENT PLASTERING	6/5/2013	9/18//13	ADDENDUM #5
09 30 00	TILING	6/5/2013	6/5/2013	
09 51 00	ACOUSTICAL CEILINGS	6/5/2013	6/5/2013	
09 54 23	LINEAR METAL CEILINGS	6/5/2013	6/5/2013	
09 61 13	VAPOR CONTROL COATING	6/5/2013	6/5/2013	
09 65 00	RESILIENT FLOORING	6/5/2013	6/5/2013	
09 65 10	RUBBER FLOORING	6/5/2013	9/18//13	ADDENDUM #5
09 84 33	TACKABLE ACOUSTIC WALL PANELS	6/5/2013	6/5/2013	
09 91 13	EXTERIOR PAINTING	6/5/2013	6/5/2013	
09 91 23	INTERIOR PAINTING	6/5/2013	6/5/2013	
09 99 00	COLOR	6/5/2013	6/5/2013	
10 11 01	VISUAL DISPLAY BOARDS	6/5/2013	6/5/2013	
10 11 50	GLASS MARKERBOARDS	6/5/2013	6/5/2013	
10 14 00	SIGNAGE	6/5/2013	6/5/2013	
10 14 22	WALL GRAPHICS	6/5/2013	6/5/2013	
10 20 00	LOUVERS AND VENTS	6/5/2013	6/5/2013	
10 21 13	TOILET COMPARTMENTS	6/5/2013	6/5/2013	
10 26 01	WALL AND CORNER GUARDS	6/5/2013	6/5/2013	
10 28 00	TOILET ACCESSORIES	6/5/2013	6/5/2013	
10 44 00	FIRE PROTECTION SPECIALTIES	6/5/2013	6/5/2013	
11 56 23	TELESCOPE DOME	6/5/2013	6/5/2013	
11 60 10	LAB. CASE WORK	6/5/2013	9/18/2013	ADDENDUM #5
11 60 20	LAB. FUME HOODS	6/5/2013	6/5/2013	
11 60 30	LAB. FIXTURES AND FITTINGS	6/5/2013	6/5/2013	

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11 60 40R	LAB. EQUIPMENT	6/5/2013	8/5//13	ADDENDUM #3
11 60 50	LAB. ENVIRONMENTAL ROOM	6/5/2013	6/5/2013	
12 24 00	WINDOW SHADES	6/5/2013	6/5/2013	
12 36 61	SIMULATED STONE COUNTERTOPS	6/5/2013	6/5/2013	
12 48 13	ENTRANCE FLOOR MATS AND FRAMES	6/5/2013	6/5/2013	
14 24 00	HYDRAULIC ELEVATORS	6/5/2013	9/18//13	ADDENDUM #5
14 42 16	WHEELCHAIR LIFTS	6/5/2013	6/5/2013	
14 60 00	HOISTS AND CRANES	6/5/2013	6/5/2013	
21 13 12	WET-PIPE SPRINKLER SYSTEM	6/5/2013	6/5/2013	
22 11 10	SITE WATER DISTRIBUTION PIPING	6/5/2013	6/5/2013	
22 11 13	FACILITY WATER DISTRIBUTION PIPING	6/5/2013	6/5/2013	
22 13 13	FACILITY SANITARY SEWER	6/5/2013	6/5/2013	
22 13 16	SANITARY WASTE AND VENT PIPING	6/5/2013	7/24/2013	ADDENDUM #1
22 30 00	PLUMBING EQUIPMENT	6/5/2013	6/5/2013	
22 40 00	PLUMBING FIXTURES	6/5/2013	6/5/2013	
22 60 13	LABORATORY AIR AND VACUUM SYSTEMS	6/5/2013	6/5/2013	
23 05 01	BASIC MECHANICAL AND PLUMBING REQUIREMENTS	6/5/2013	6/5/2013	
23 05 13	COMMON MOTOR REQUIREMENTS FOR HVAC EQUIPMENT	6/5/2013	6/5/2013	
23 05 14	VARIABLE FREQUENCY DRIVES	6/5/2013	6/5/2013	
23 05 29	HANGERS AND SUPPORTS FOR HVAC AND PLUMBING PIPING AND EQUIPMENT	6/5/2013	6/5/2013	
23 05 48	VIBRATION AND SEISMIC CONTROLS FOR HVAC AND PLUMBING PIPING EQUIPMENT	6/5/2013	6/5/2013	
23 05 53	IDENTIFICATION FOR HVAC AND PLUMBING PIPING AND EQUIPMENT	6/5/2013	6/5/2013	
23 05 93	TESTING, ADJUSTING AND BALANCING FOR HVAC AND PLUMBING	6/5/2013	6/5/2013	
23 07 00	HVAC AND PLUMBING INSULATION	6/5/2013	6/5/2013	
23 08 00	MECH. SYST. COMMISSIONING REQUIRE	6/5/2013	6/5/2013	
23 09 00	INSTRUMENTATION AND CONTROL FOR HVAC	6/5/2013	6/5/2013	
23 09 00R	INSTRUMENTATION AND CONTROL FOR HVAC	6/5/2013	7/24/2013	ADDENDUM #1

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23 09 95	LABORATORY AIRFLOW CONTROL SYSTEM	6/5/2013	6/5/2013	
23 11 23	FACILITY NATURAL GAS PIPING	6/5/2013	6/5/2013	
23 21 13	HYDRONIC PIPING	6/5/2013	9/18//13	ADDENDUM #5
23 21 16	HYDRONIC PIPING SPECIALTIES	6/5/2013	6/5/2013	
23 21 23	HYDRONIC PUMPS	6/5/2013	6/5/2013	
23 31 00	HVAC DUCTS AND CASINGS	6/5/2013	6/5/2013	
23 33 00	AIR DUCT ACCESSORIES	6/5/2013	6/5/2013	
23 34 00	HVAC FANS	6/5/2013	6/5/2013	
23 36 00	AIR TERMINAL UNITS	6/5/2013	6/5/2013	
23 37 00	AIR OUTLETS AND INLETS	6/5/2013	6/5/2013	
23 64 13	ABSORPTION CHILLER	6/5/2013	6/5/2013	
23 65 00	COOLING TOWERS	6/5/2013	7/24/2013	ADDENDUM #1
23 73 00	CUSTOM OUTDOOR AIR HANDLING UNITS	6/5/2013	6/5/2013	
23 81 23	COMPUTER ROOM AIR CONDITIONERS	6/5/2013	6/5/2013	
		6/5/2013		
26 05 00	COMMON WORK RESULTS ON ELECTRICAL	6/5/2013	6/5/2013	
26 05 03	EQUIPMENT WIRING CONNECTIONS	6/5/2013	6/5/2013	
26 05 13	MEDIUM-VOLTAGE CABLES	6/5/2013	6/5/2013	
26 05 19	LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLE	6/5/2013	6/5/2013	
26 05 22	MANUFACTURED WIRING ASSEMBLIES	6/5/2013	6/5/2013	
26 05 26	GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS	6/5/2013	6/5/2013	
26 05 29	HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS	6/5/2013	6/5/2013	
26 05 33	RACEWAY AND BOXES FOR ELECTRICAL SYSTEM	6/5/2013	6/5/2013	
26 05 34	FLOOR BOXES FOR ELECTRICAL SYSTEMS	6/5/2013	6/5/2013	
26 05 36	CABLE TRAYS FOR ELECTRICAL SYSTEMS	6/5/2013	6/5/2013	
26 05 48	SEISMIC CONTROLS FOR ELECTRICAL WORK	6/5/2013	6/5/2013	
26 05 53	IDENTIFICATION FOR ELECTRICAL SYSTEMS	6/5/2013	6/5/2013	
26 05 72	ACCEPTANCE TESTING	6/5/2013	6/5/2013	

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26 05 73	OVERCURRENT PROTECTIVE DEVICE COORDINATION STUDY	6/5/2013	6/5/2013	
26 08 00	ELECTRICAL SYSTEMS COMMISSIONING REQUIREMENTS	6/5/2013	6/5/2013	
26 09 23	LIGHTING CONTROL DEVICE	6/5/2013	6/5/2013	
26 12 00	MEDIUM-VOLTAGE TRANSFORMERS	6/5/2013	6/5/2013	
26 22 00	LOW VOLTAGE TRANSFORMERS	6/5/2013	6/5/2013	
26 24 13	SWITCHBOARDS	6/5/2013	6/5/2013	
26 24 16	PANELBOARDS	6/5/2013	6/5/2013	
26 27 16	ELECTRICAL CABINETS AND ENCLOSURES	6/5/2013	6/5/2013	
26 27 26	WIRING DEVICES	6/5/2013	6/5/2013	
26 28 13	FUSES	6/5/2013	6/5/2013	
26 28 19	ENCLOSED SWITCHES	6/5/2013	6/5/2013	
26 28 23	ENCLOSED CIRCUIT BREAKERS	6/5/2013	6/5/2013	
26 28 26	ENCLOSED TRANSFER SWITCHES	6/5/2013	6/5/2013	
26 29 16	ENCLOSED CONTACTORS	6/5/2013	6/5/2013	
26 32 13	ENGINE GENERATORS	6/5/2013	6/5/2013	
26 51 00	INTERIOR LIGHTING	6/5/2013	6/5/2013	
26 56 00	EXTERIOR LIGHTING	6/5/2013	6/5/2013	
27 05 26	GROUNDING AND BONDING FOR COMMUNICATIONS SYSTEMS	6/5/2013	6/5/2013	
27 05 29	HANGERS AND SUPPORTS FOR COMMUNICATIONS SYSTEMS	6/5/2013	6/5/2013	
27 05 33	CONDUITS AND BACKBOXES FOR COMMUNICATIONS SYSTEMS	6/5/2013	6/5/2013	
27 05 36	CABLE TRAYS FOR COMMUNICATIONS SYSTEMS	6/5/2013	6/5/2013	
27 05 53	IDENTIFICATION FOR COMMUNICATIONS SYSTEMS	6/5/2013	6/5/2013	
27 11 00R	COMMUNICATIONS EQUIPMENT ROOM FITTINGS	6/5/2013	7/24/2013	ADDENDUM #1
27 13 43R	COMMUNICATIONS SERVICES CABLING	6/5/2013	7/24/2013	ADDENDUM #1
27 41 16	INTEGRATED CLASSROOM AUDIO VIDEO SYSTEM	6/5/2013	6/5/2013	
28 05 29	HANGERS AND SUPPORTS FOR ELECTRONIC SAFETY AND SECURITY	6/5/2013	6/5/2013	
28 13 00	CARD KEY ACCESS CONTROL ENTRY SYSTEM	6/5/2013	7/24/2013	ADDENDUM #1
28 13 00R	CARD KEY ACCESS CONTROL ENTRY SYSTEM	6/5/2013	7/30/2013	ADDENDUM #2
28 16 00	INTRUSION ALARM	6/5/2013	6/5/2013	

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28 31 00	FIRE DETECTION AND ALARM	6/5/2013	6/5/2013	
31 10 00	SITE CLEARING	6/5/2013	6/5/2013	
31 20 00	EARTH MOVING	6/5/2013	6/5/2013	
31 50 00	EXCAVATION SUPPORT AND PROTECTION	6/5/2013	6/5/2013	
31 63 29	DRILLED CONCRETE PIERS AND SHAFTS	6/5/2013	6/5/2013	
32 12 16	ASPHALT PAVING	6/5/2013	6/5/2013	
32 13 13	CONCRETE PAVING	6/5/2013	6/5/2013	
32 17 23.13	PAINTED PAVEMENT MARKINGS	6/5/2013	6/5/2013	
32 17 26	CONCRETE PAVERS	6/5/2013	6/5/2013	
32 31 13	CHAIN LINK FENCE	6/5/2013	6/5/2013	
32 33 00	ARCHITECTURAL SITE CONCRETE	6/5/2013	6/5/2013	
32 84 00	IRRIGATION SYSTEMS	6/5/2013	6/5/2013	
32 91 00	POST INSTALLATION MAINTENANCE PERIOD	6/5/2013	6/5/2013	
32 93 00	PLANTS	6/5/2013	6/5/2013	
33 41 00	STORM UTILITY DRAINAGE PIPING	6/5/2013	6/5/2013	
33 46 00	SUBDRAINAGE	6/5/2013	6/5/2013	
33 71 19	ELECTRICAL UNDERGROUND DUCTS AND MANHOLES	6/5/2013	9/18//13	ADDENDUM #5
33 79 00	SITE GROUNDING	6/5/2013	6/5/2013	

EXHIBITS, MSA & BIDDER INSTRUCTIONS

DESCRIPTION		DATED DOCUMENT	LATEST REV. DATE	
EXHIBIT A	CONTRACT DOCUMENTS	7/24/2013	8/5/2013	ADDENDUM #3
EXHIBIT B	SPECIAL CONDITIONS	7/8/2013	8/5/2013	ADDENDUM #3
EXHIBIT C	TRADE SCOPES	7/8/2013	7/24/2013	ADDENDUM #1
EXHIBIT D	INSURANCE	4/1/2013		ADDENDUM #1
EXHIBIT E	BID SCHEDULE & NARRATIVE	8/5/2013	9/27/13	BULLETIN #1
EXHIBIT F	DEDUCTIVE & ADDITIVE ALTERNATES	7/24/2013		ADDENDUM #1
EXHIBIT G	LEAN SAFETY LANGUAGE	7/24/2013		ADDENDUM #1
EXHIBIT H	LOGISTICS PLAN	7/8/2013		ADDENDUM #1
EXHIBIT J	MEP COORDINATION & BIM MODELING	8/5/2013		ADDENDUM #3

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MEETING MINUTES	JOB WALK CONFERENCE MEETING MINUTES- JULY 17TH AND 19TH 2013	7/24/2013		ADDENDUM #1
MSA	MASTER SUBCONTRACT AGREEMENT	7/24/2013		ADDENDUM #1
PRIME CONTRACT	PRIME CONTRACT-DRAFT	8/5/2013		ADDENDUM #3

REPORTS

DESCRIPTION		DATED DOCUMENT	LATEST REV. DATE	
SOILS REPORT	NEW SCIENCE BUILDING REPORT			
SOILS REPORT	PERCOLATION COMPLETE REPORT			
SOIL CLARIFICATION	ADDENDUM LETTER			
SOIL CLARIFICATION	SCIENCE BUILDING ADDENDUM REPORT			
SOIL CLARIFICATION	SCIENCE BUILDING SOILS MODIFICATION REPORT			
SOIL CLARIFICATION	ALLOWABLE RETAINING WALL DESIGN RECOMMENDATIONS			
SOIL CLARIFICATION	GEOTECHNICAL INVESTIGATION REPORT CLARIFICATIONS			
SOIL CLARIFICATION	SCIENCE BUILDING RESPONSE TO STRUCTURAL ENGINEER'S CONCERNS			
SOILS REPORT	GREENHOUSE COMPLETE REPORT			
STRUCTURAL CALCULATIONS	STAIRS' STRINGERS REDESIGN	9/20/2013		ADDENDUM #5

BIM

DESCRIPTION		DATED DOCUMENT	LATEST REV. DATE	
REVIT FILE	P SADDLEBACK CENTRAL	6/7/2013		
REVIT FILE	MP SADDLEBACK CENTRAL	6/7/2013		
REVIT FILE	ELEC. SADDLEBACK CENTRAL	6/7/2013		
REVIT FILE	21101-00 CENTRAL-2012	6/7/2013		
REVIT FILE	11633-SADDLEBACK-R11	6/7/2013		

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DESCRIPTION		DATED DOCUMENT	LATEST REV. DATE	
SKETCHES	AD.1 SKC-01	7/23/2013		ADDENDUM #1
SKETCHES	AD.1-SKC-02	7/23/2013		ADDENDUM #1
SKETCHES	AD.1 SKC-03	7/23/2013		ADDENDUM #1
SKETCHES	AD.1 SKC-04	7/23/2013		ADDENDUM #1
SKETCHES	AD.1 SKC-05	7/23/2013		ADDENDUM #1
SKETCHES	AD.1 SKC-06	7/23/2013		ADDENDUM #1
SKETCHES	AD.1 SKC-07	7/23/2013		ADDENDUM #1
SKETCHES	AD.1 SKA-01	7/23/2013		ADDENDUM #1
SKETCHES	AD.1 SKA-02	7/23/2013		ADDENDUM #1
SKETCHES	AD.1 SKA-03	7/23/2013		ADDENDUM #1
SKETCHES	AD.1 SKA-04	7/23/2013		ADDENDUM #1
SKETCHES	AD.1 SKA-05	7/23/2013		ADDENDUM #1
SKETCHES	AD.1 SKA-06	7/23/2013		ADDENDUM #1
SKETCHES	AD.1 SKA-07	7/23/2013		ADDENDUM #1
SKETCHES	AD.1 SKA-08	7/23/2013		ADDENDUM #1
SKETCHES	AD.1 SKA-09	7/23/2013		ADDENDUM #1
SKETCHES	AD.1 SKA-10	7/23/2013		ADDENDUM #1
SKETCHES	AD.1 SKA-11	7/23/2013		ADDENDUM #1
SKETCHES	AD.1 SKA-12	7/23/2013		ADDENDUM #1

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SKETCHES	AD.I SKA-13	7/23/2013		ADDENDUM #1
SKETCHES	AD.I SKA-14	7/23/2013		ADDENDUM #1
SKETCHES	AD.I SKA-14.1	7/24/2013		ADDENDUM #1
SKETCHES	AD.I SKA-15	7/23/2013		ADDENDUM #1
SKETCHES	AD.I SKA-16	7/23/2013		ADDENDUM #1
SKETCHES	AD.I SKA-17	7/23/2013		ADDENDUM #1
SKETCHES	AD.I SKA-18	7/23/2013		ADDENDUM #1
SKETCHES	AD.I SKA-19	7/23/2013		ADDENDUM #1
SKETCHES	AD.I SKA-20	7/23/2013		ADDENDUM #1
SKETCHES	AD.I SKA-21	7/23/2013		ADDENDUM #1
SKETCHES	AD.I SKA-22	7/23/2013		ADDENDUM #1
SKETCHES	AD.I SKA-23	7/23/2013		ADDENDUM #1
SKETCHES	AD.I SKA-24	7/23/2013		ADDENDUM #1
SKETCHES	AD.I SKA-25	7/23/2013		ADDENDUM #1
SKETCHES	AD.I SKA-26	7/23/2013		ADDENDUM #1
SKETCHES	AD.I SKA-27	7/23/2013		ADDENDUM #1
SKETCHES	AD.I SKA-28	7/23/2013		ADDENDUM #1
SKETCHES	AD.I SKA-29	7/23/2013		ADDENDUM #1
SKETCHES	AD.I SKA-30	7/23/2013		ADDENDUM #1
SKETCHES	AD.I SKA-31	7/23/2013		ADDENDUM #1
SKETCHES	AD.I SKA-32	7/23/2013		ADDENDUM #1

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SKETCHES	AD.I SKA-33	7/23/2013		ADDENDUM #1
SKETCHES	AD.I SKA-34	7/23/2013		ADDENDUM #1
SKETCHES	AD.I SKA-35	7/23/2013		ADDENDUM #1
SKETCHES	AD.I SKA-36	7/23/2013		ADDENDUM #1
SKETCHES	AD.I SKA-37	7/23/2013		ADDENDUM #1
SKETCHES	AD.I SKA-38	7/23/2013		ADDENDUM #1
SKETCHES	AD.I SKA-39	7/23/2013		ADDENDUM #1
SKETCHES	AD.I SKA-40	7/23/2013		ADDENDUM #1
SKETCHES	AD.I SKA-41	7/23/2013		ADDENDUM #1
SKETCHES	AD.I SKS-01	7/23/2013		ADDENDUM #1
SKETCHES	AD.I-SKS-02	7/23/2013		ADDENDUM #1
SKETCHES	AD.I SKE-01	7/23/2013		ADDENDUM #1
SKETCHES	AD.I SKE-02	7/23/2013		ADDENDUM #1
SKETCHES	AD.I SKE-03	7/23/2013		ADDENDUM #1
SKETCHES	AD.I SKE-04	7/23/2013		ADDENDUM #1
SKETCHES	AD.I SKE-05	7/23/2013		ADDENDUM #1
SKETCHES	AD.I SKE-06	7/23/2013		ADDENDUM #1
SKETCHES	AD.I SKE-07	7/23/2013		ADDENDUM #1
SKETCHES	AD.I SKE-08	7/23/2013		ADDENDUM #1
SKETCHES	AD.I SKE-09	7/23/2013		ADDENDUM #1
SKETCHES	AD.I SKE-10	7/23/2013		ADDENDUM #1

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SKETCHES	AD.2 SKA-01	7/30/2013		ADDENDUM #2
SKETCHES	AD.2 SKA-02	7/30/2013		ADDENDUM #2
SKETCHES	AD.2 SKA-03	7/30/2013		ADDENDUM #2
SKETCHES	AD.2 SKA-04	7/30/2013		ADDENDUM #2
SKETCHES	AD.2 SKA-05	7/30/2013		ADDENDUM #2
SKETCHES	AD.2 SKA-06	7/30/2013		ADDENDUM #2
SKETCHES	AD.2 SKA-07	7/30/2013		ADDENDUM #2
SKETCHES	AD.2 SKA-08	7/30/2013		ADDENDUM #2
SKETCHES	AD.2 SKA-09	7/30/2013		ADDENDUM #2
SKETCHES	AD.2 SKA-10	7/30/2013		ADDENDUM #2
SKETCHES	AD.3 SKC-01	8/5/2013		ADDENDUM #3
SKETCHES	AD.3 SKC-02	8/5/2013		ADDENDUM #3
SKETCHES	AD.3 SKC-03	8/5/2013		ADDENDUM #3
SKETCHES	AD.3 SKC-04	8/5/2013		ADDENDUM #3
SKETCHES	AD.3 SKC-05	8/5/2013		ADDENDUM #3
SKETCHES	AD.3 SKC-06	8/5/2013		ADDENDUM #3
SKETCHES	AD.3 SKA-01	8/5/2013		ADDENDUM #3
SKETCHES	AD.3 SKA-02	8/5/2013		ADDENDUM #3
SKETCHES	AD.3 SKA-03	8/5/2013		ADDENDUM #3
SKETCHES	AD.3 SKA-04	8/5/2013		ADDENDUM #3
SKETCHES	AD.3 SKA-05	8/5/2013		ADDENDUM #3

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SKETCHES	AD.3 SKA-06	8/5/2013		ADDENDUM #3
SKETCHES	AD.3 SKA-07	8/5/2013		ADDENDUM #3
SKETCHES	AD.3 SKA-08	8/5/2013		ADDENDUM #3
SKETCHES	AD.3 SKA-09	8/5/2013		ADDENDUM #3
SKETCHES	AD.3 SKA-10	8/5/2013		ADDENDUM #3
SKETCHES	AD.3 SKA-11	8/5/2013		ADDENDUM #3
SKETCHES	AD.3 SKA-12	8/5/2013		ADDENDUM #3
SKETCHES	AD.3 SKA-13	8/5/2013		ADDENDUM #3
SKETCHES	AD.3 SKA-14	8/5/2013		ADDENDUM #3
SKETCHES	AD.3 SKA-15	8/5/2013		ADDENDUM #3
SKETCHES	AD.3 SKA-16	8/5/2013		ADDENDUM #3
SKETCHES	AD.3 SKA-17	8/5/2013		ADDENDUM #3
SKETCHES	AD.3 SKA-18	8/5/2013		ADDENDUM #3
SKETCHES	AD.3 SKA-19	8/5/2013		ADDENDUM #3
SKETCHES	AD.3 SKA-20	8/5/2013		ADDENDUM #3
SKETCHES	AD.3 SKA-21	8/5/2013		ADDENDUM #3
SKETCHES	AD.3 SKA-22	8/5/2013		ADDENDUM #3
SKETCHES	AD.3 SKA-23	8/5/2013		ADDENDUM #3
SKETCHES	AD.3 SKA-24	8/5/2013		ADDENDUM #3
SKETCHES	AD.3 SKA-25	8/5/2013		ADDENDUM #3
SKETCHES	AD.3 SKA-26	8/5/2013		ADDENDUM #3

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SKETCHES	AD.3 SKS-01	8/5/2013		ADDENDUM #3
SKETCHES	AD.3 SKCPA-01	8/5/2013		ADDENDUM #3
SKETCHES	AD.3 SKCPA-02	8/5/2013		ADDENDUM #3
SKETCHES	DA#13R	8/5/2013		ADDENDUM #3
SKETCHES	AD.5 SKA-01	9/18/2013		ADDENDUM #5
SKETCHES	AD.5 SKA-02	9/18/2013		ADDENDUM #5
SKETCHES	AD.5 SKA-03	9/18/2013		ADDENDUM #5
SKETCHES	AD.5 SKA-04	9/18/2013		ADDENDUM #5
SKETCHES	AD.5 SKA-05	9/18/2013		ADDENDUM #5
SKETCHES	AD.5 SKA-06	9/18/2013		ADDENDUM #5
SKETCHES	AD.5 SKA-07	9/18/2013		ADDENDUM #5
SKETCHES	AD.5 SKA-08	9/18/2013		ADDENDUM #5
SKETCHES	AD.5 SKA-09	9/18/2013		ADDENDUM #5
SKETCHES	AD.5 SKA-10	9/18/2013		ADDENDUM #5
SKETCHES	AD.5 SKA-11	9/18/2013		ADDENDUM #5
SKETCHES	AD.5 SKA-12	9/18/2013		ADDENDUM #5
SKETCHES	AD.5 SKA-13	9/18/2013		ADDENDUM #5
SKETCHES	AD.5 SKA-14	9/18/2013		ADDENDUM #5
SKETCHES	AD.5 SKA-15	9/18/2013		ADDENDUM #5
SKETCHES	AD.5 SKA-16	9/18/2013		ADDENDUM #5
SKETCHES	AD.5 SKA-17	9/18/2013		ADDENDUM #5

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SKETCHES	AD.5 SKA-18	9/18/2013		ADDENDUM #5
SKETCHES	AD.5 SKA-19	9/18/2013		ADDENDUM #5
SKETCHES	AD.5 SKA-20	9/18/2013		ADDENDUM #5
SKETCHES	AD.5 SKA-21	9/18/2013		ADDENDUM #5
SKETCHES	AD.5 SKA-22	9/18/2013		ADDENDUM #5
SKETCHES	AD.5 SKA-23	9/18/2013		ADDENDUM #5
SKETCHES	AD.5 SKA-24	9/18/2013		ADDENDUM #5
SKETCHES	AD.5 SKA-25	9/18/2013		ADDENDUM #5
SKETCHES	AD.5 SKA-26	9/18/2013		ADDENDUM #5
SKETCHES	AD.5 SKA-27	9/18/2013		ADDENDUM #5
SKETCHES	AD.5 SKA-28	9/18/2013		ADDENDUM #5
SKETCHES	AD.5 SKA-29	9/20/2013		ADDENDUM #5
SKETCHES	AD.5 SKA-30	9/20/2013		ADDENDUM #5
SKETCHES	AD.5 SKA-31	9/20/2013		ADDENDUM #5
SKETCHES	AD.5 SKA-32	9/20/2013		ADDENDUM #5
SKETCHES	AD.5 SKA-33	9/20/2013		ADDENDUM #5
SKETCHES	AD.5 SKA-34	9/20/2013		ADDENDUM #5
SKETCHES	AD.5 SKA-35	9/20/2013		ADDENDUM #5
SKETCHES	AD.5 SKA-36	9/20/2013		ADDENDUM #5
SKETCHES	AD.5 SKA-37	9/20/2013		ADDENDUM #5
SKETCHES	AD.5 SKA-38	9/20/2013		ADDENDUM #5

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SKETCHES	AD.5 SKP-01	9/17/2013		ADDENDUM #5
DRAWINGS	AD.1 A101	7/24/2013		ADDENDUM #1
DRAWINGS	AD.1 A101b	7/24/2013		ADDENDUM #1
DRAWINGS	AD.1 A102	7/24/2013		ADDENDUM #1
DRAWINGS	AD.1 A102b	7/24/2013		ADDENDUM #1
DRAWINGS	AD.1 A103	7/24/2013		ADDENDUM #1
DRAWINGS	AD.1 A103b	7/24/2013		ADDENDUM #1
DRAWINGS	AD.1 M103-C	7/24/2013		ADDENDUM #1
DRAWINGS	AD.1 M131	7/24/2013		ADDENDUM #1
DRAWINGS	AD.1 M401	7/24/2013		ADDENDUM #1
DRAWINGS	AD.2 M201CP	7/30/2013		ADDENDUM #2
DRAWINGS	AD.2 E001CP	7/30/2013		ADDENDUM #2
CENTRAL PLANT UPGRADE	T000CP	7/24/2013		ADDENDUM #1
CENTRAL PLANT UPGRADE	T001CP	7/24/2013		ADDENDUM #1
CENTRAL PLANT UPGRADE	M001CP	7/24/2013		ADDENDUM #1
CENTRAL PLANT UPGRADE	M002CP	7/24/2013		ADDENDUM #1
CENTRAL PLANT UPGRADE	MD201CP	7/24/2013		ADDENDUM #1
CENTRAL PLANT UPGRADE	M201CP	7/10/2013		ADDENDUM #1
CENTRAL PLANT UPGRADE	M301CP	7/10/2013		ADDENDUM #1
CENTRAL PLANT UPGRADE	M401CP	7/10/2013		ADDENDUM #1
CENTRAL PLANT UPGRADE	M402CP	7/10/2013		ADDENDUM #1

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CENTRAL PLANT UPGRADE	M403CP	7/10/2013		ADDENDUM #1
CENTRAL PLANT UPGRADE	M404CP	7/10/2013		ADDENDUM #1
CENTRAL PLANT UPGRADE	M501CP	7/10/2013		ADDENDUM #1
CENTRAL PLANT UPGRADE	M502CP	7/10/2013		ADDENDUM #1
CENTRAL PLANT UPGRADE	P001CP	7/10/2013		ADDENDUM #1
CENTRAL PLANT UPGRADE	PD201CP	7/10/2013		ADDENDUM #1
CENTRAL PLANT UPGRADE	P201CP	7/10/2013		ADDENDUM #1
CENTRAL PLANT UPGRADE	E001CP	7/10/2013		ADDENDUM #1
CENTRAL PLANT UPGRADE	E002CP	7/10/2013		ADDENDUM #1
CENTRAL PLANT UPGRADE	ED201CP	7/10/2013		ADDENDUM #1
CENTRAL PLANT UPGRADE	E201CP	7/10/2013		ADDENDUM #1
CENTRAL PLANT UPGRADE	E600CP	7/10/2013		ADDENDUM #1
CENTRAL PLANT UPGRADE	AD.1 CPA001	6/7/2013		ADDENDUM #1
CENTRAL PLANT UPGRADE	AD.1 CPM001	6/7/2013		ADDENDUM #1
CENTRAL PLANT UPGRADE	AD.1 CPM100	6/7/2013		ADDENDUM #1
CENTRAL PLANT UPGRADE	AD.1 CPM101	6/7/2013		ADDENDUM #1
CENTRAL PLANT UPGRADE	AD.1 CPM102	6/7/2013		ADDENDUM #1
CENTRAL PLANT UPGRADE	AD.1 CPM402	6/7/2013		ADDENDUM #1
CENTRAL PLANT UPGRADE	AD.1 CPM501	6/7/2013		ADDENDUM #1
CENTRAL PLANT UPGRADE	AD.1 CPM502	6/7/2013		ADDENDUM #1
CENTRAL PLANT UPGRADE	AD.1 CPE002	6/7/2013		ADDENDUM #1

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CENTRAL PLANT UPGRADE	AD.1 CPE003	6/7/2013		ADDENDUM #1
CENTRAL PLANT UPGRADE	AD.1 CPE005	6/7/2013		ADDENDUM #1
CHANGES TO BIDDING & CONTRACT REQ.	ITEM NO 1.1- BIDDING	7/24/2013		ADDENDUM #1
CHANGES TO BIDDING & CONTRACT REQ.	ITEM NO 1.2- BID DATE CHANGE	7/24/2013		ADDENDUM #1
CHANGES TO BIDDING & CONTRACT REQ.	ITEM NO 1.5-BIDDING DOCUMENT CHANGES	8/5/2013		ADDENDUM #3
CHANGES TO BIDDING & CONTRACT REQ.	ITEM NO. 1.6-BIDDING DOCUMENT CHANGES	8/5/2013		ADDENDUM #3
CHANGES TO BIDDING & CONTRACT REQ.	ITEM NO. 1.7- PROTECTION OF MATERIALS AND WORK PLACE/ WEATHER EVENTS	8/5/2013		ADDENDUM #3
CHANGES TO BIDDING & CONTRACT REQ.	ITEM NO. 1.8-CONCRETE STRUCTURAL- TRADE SCOPE	8/5/2013		ADDENDUM #3
CHANGES TO BIDDING & CONTRACT REQ.	ITEM NO. 1.9-ELECTRICAL- TRADE SCOPE	8/5/2013		ADDENDUM #3
CHANGES TO BIDDING & CONTRACT REQ.	ITEM NO. 1.10-EARTHWORK/ SITE CLEARING/ TEMPORARY SUPPORT AND PROTECTION SYSTEMS- TRADE SCOPE	8/5/2013		ADDENDUM #3
CHANGES TO BIDDING & CONTRACT REQ.	ITEM NO. 1.11-FLOORING- TRADE SCOPE	8/5/2013		ADDENDUM #3
CHANGES TO BIDDING & CONTRACT REQ.	ITEM NO. 1.12-CASEWORK- TRADE SCOPE	8/5/2013		ADDENDUM #3
CHANGES TO ADDENDUM NO.1	ITEM NO. 1.1- ADDITIVE BID ALTERNATE #1 ACCESS SECURITY KEY CONTROL	7/30/2013		ADDENDUM #2
CHANGES TO ADDENDUM NO.1	ITEM NO.1.1- DEDUCTIVE BID #13 AMOEBA SHAPED LIGHT FIXTURE	8/5/2013		ADDENDUM #3

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CHANGES TO ADDENDUM NO. 1	ITEM NO. 1.2- CARD KEY ACCESS CONTROL ENTRY SYSTEM	8/5/2013		ADDENDUM #3
CHANGES TO ADDENDUM NO. 1	ITEM NO. 1.3- LEGEND	8/5/2013		ADDENDUM #3
CHANGES TO ADDENDUM NO. 1	ITEM NO. 1.4- CONCRETE PAVING PATCHING DETAIL	8/5/2013		ADDENDUM #3
CHANGES TO ADDENDUM NO. 5	ITEM NO. 1.1- DI SYSTEM EQUIPMENT SUBSTITUTION	9/18/2013		ADDENDUM #5
CHANGES TO ADDENDUM NO. 5	ITEM NO. 1.2 ATTIC STOCKS	9/18/2013		ADDENDUM #5
CHANGES TO SPECS	ITEM NO 1.3- TERRA COTTA PANEL STOCK	7/24/2013		ADDENDUM #1
CHANGES TO SPECS	ITEM 1.4- TERRA COTTA RAINSYSTEM SYSTEM PANEL SIZE REVISION	7/24/2013		ADDENDUM #1
CHANGES TO SPECS	ITEM NO 1.5- REVISED DOOR FRAME TYPE	7/24/2013		ADDENDUM #1
CHANGES TO SPECS	ITEM NO 1.6- REVISED DOOR FRAME TYPE	7/24/2013		ADDENDUM #1
CHANGES TO SPECS	ITEM NO 1.7- REVISED DOOR FRAME TYPE	7/24/2013		ADDENDUM #1
CHANGES TO SPECS	ITEM NO 1.8- REVISED HARDWARE SECTIONS	7/24/2013		ADDENDUM #1
CHANGES TO SPECS	ITEM NO 1.9- SANITARY WASTE AND VENT PIPING	7/24/2013		ADDENDUM #1
CHANGES TO SPECS	ITEM NO 1.10- INSTRUMENTATION AND CONTROL FOR HVAC	7/24/2013		ADDENDUM #1
CHANGES TO SPECS	ITEM NO 1.11- COOLING TOWERS	7/24/2013		ADDENDUM #1
CHANGES TO SPECS	ITEM NO 1.12- COMMUNICATION EQUIPMENT ROOM FITTINGS	7/24/2013		ADDENDUM #1
CHANGES TO SPECS	ITEM NO 1.13- COMMUNICATION SERVICES CABLING	7/24/2013		ADDENDUM #1
CHANGES TO SPECS	ITEM NO 1.14- CARD ACCESS	7/24/2013		ADDENDUM #1
CHANGES TO SPECS	ITEM NO. 1.2- TERRA COTTA FINISH	7/30/2013		ADDENDUM #2

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CHANGES TO SPEC	ITEM NO. 1.3- CEMENT PLASTER ACCESSORIES	7/30/2103		ADDENDUM #2
CHANGES TO SPEC	ITEM NO. 1.4- APPENDIX:METAL FABRIC	7/30/2013		ADDENDUM #2
CHANGES TO SPEC	ITEM NO. 1.5- SPECIFICATION REFERENCE	7/30/2013		ADDENDUM #2
CHANGES TO SPEC	ITEM NO. 1.6- CARD KEY ACCESS CONTROL ENTRY SYSTEM	7/30/2013		ADDENDUM #2
CHANGES TO SPEC	ITEM NO. 1.13- SUMMARY	8/5/2013		ADDENDUM #3
CHANGES TO SPEC	ITEM NO. 1.14- DOOR HARDWARE GROUP	8/5/2013		ADDENDUM #3
CHANGES TO SPEC	ITEM NO. 1.15- LABATORY EQUIPMENT	8/5/2013		ADDENDUM #3
CHANGES TO SPEC	ITEM NO. 1.3- PRECAST CONCRETE TREAD AND RISER	9/18/2013		ADDENDUM #5
CHANGES TO SPEC	ITEM NO. 1.4- STRUCTURAL STEEL	9/18/2013		ADDENDUM #5
CHANGES TO SPEC	ITEM NO. 1.5- METAL FABRICATIONS	9/18/2013		ADDENDUM #5
CHANGES TO SPEC	ITEM NO. 1.6- METAL STAIRS	9/18/2013		ADDENDUM #5
CHANGES TO SPEC	ITEM NO. 1.7- CORRIGATED METAL PANELS	9/18/2013		ADDENDUM #5
CHANGES TO SPEC	ITEM NO. 1.8- TERRA COTTA RAINSCREEN SYSTEM	9/18/2013		ADDENDUM #5
CHANGES TO SPEC	ITEM NO. 1.9- CEMENTITIOUS PANELS	9/18/2013		ADDENDUM #5
CHANGES TO SPEC	ITEM NO. 1.10- MODIFIED BITUMINOUS MEMBRANE ROOFING	9/18/2013		ADDENDUM #5
CHANGES TO SPEC	ITEM NO. 1.11- GLAZING	9/18/2013		ADDENDUM #5
CHANGES TO SPEC	ITEM NO. 1.12- PORTLAND CEMENT PLASTER	9/18/2013		ADDENDUM #5
CHANGES TO SPEC	ITEM NO. 1.13- RUMMBER FLOORING AND STAIR COVERING	9/18/2013		ADDENDUM #5
CHANGES TO SPEC	ITEM NO. 1.14- LABATORY CASEWORK	9/18/2013		ADDENDUM #5
CHANGES TO SPEC	ITEM NO. 1.15- HYDROLIC ELEVATORS	9/18/2013		ADDENDUM #5
CHANGES TO SPEC	ITEM NO. 1.16- HYDRONIC PIPING	9/18/2013		ADDENDUM #5

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CHANGES TO SPEC	ITEM NO. 1.17- ELECTRICAL UNDERGROUND DUCT AND MANHOLES	9/18/2013		ADDENDUM #5
CHANGES TO SPEC	ITEM NO. 1.1- CORRUGATED METAL PANEL	9/27/2013		ADDENDUM #6
CHANGES TO SPEC	ITEM NO. 1.2- COILING FIRE RATED DOORS	9/27/2013		ADDENDUM #6
CHANGES TO SPEC	ITEM NO. 1.3- SECTIONAL OVERHEAD DOORS	9/27/2013		ADDENDUM #6
CHANGES TO SPEC	ITEM NO. 1.4- TUBULAR SKY LIGHTS	9/27/2013		ADDENDUM #6
CHANGES TO DRAWINGS	ITEM NO 1.15- CIVIL CHANGES SHEET C010	7/24/2013		ADDENDUM #1
CHANGES TO DRAWINGS	ITEM NO 1.16- CIVIL CHANGES SHEET C011	7/24/2013		ADDENDUM #1
CHANGES TO DRAWINGS	ITEM 1.17- CIVIL CHANGES SHEET C014	7/24/2013		ADDENDUM #1
CHANGES TO DRAWINGS	ITEM 1.18- GENERAL NOTES A013, A014, A015, A016, A017, A020, A021, A022	7/24/2013		ADDENDUM #1
CHANGES TO DRAWINGS	ITEM 1.19- CARD KEY ENTRY SHEET A011	7/24/2013		ADDENDUM #1
CHANGES TO DRAWINGS	ITEM NO 1.20- DIMENSIONS SHEET A101	7/24/2013		ADDENDUM #1
CHANGES TO DRAWINGS	ITEM NO 1.21- CONCRETE CUR SHEET A101b	7/24/2013		ADDENDUM #1
CHANGES TO DRAWINGS	ITEM NO 1.22- CORNER GUARDS SHEET A101b	7/24/2013		ADDENDUM #1
CHANGES TO DRAWINGS	ITEM NO 1.23- DIMENSIONS SHEET A102	7/24/2013		ADDENDUM #1
CHANGES TO DRAWINGS	ITEM NO 1.24- CONCRETE CURB SHEET A102a	7/24/2013		ADDENDUM #1
CHANGES TO DRAWINGS	ITEM NO 1.25- CORNER GUARDS SHET A102b	7/24/2013		ADDENDUM #1
CHANGES TO DRAWINGS	ITEM NO 1.26- DIMENSIONS SHEET A103	7/24/2013		ADDENDUM #1
CHANGES TO DRAWINGS	ITEM NO 1.27- CONCRETE CURB SHEET A103a	7/24/2013		ADDENDUM #1

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CHANGES TO DRAWINGS	ITEM NO 1.28 CORNER GUARDS SHEET A103b	7/24/2013		ADDENDUM #1
CHANGES TO DRAWINGS	ITEM NO 1.29- FUME HOOD TAG CLARIFICATION SHEET A303	7/24/2013		ADDENDUM #1
CHANGES TO DRAWINGS	ITEM NO 1.30- FUME HOOD TAG CLARIFICATION SHEET A303	7/24/2013		ADDENDUM #1
CHANGES TO DRAWINGS	ITEM NO 1.31- FUME HOOD TAG CLARIFICATION SHEET A303	7/24/2013		ADDENDUM #1
CHANGES TO DRAWINGS	ITEM NO 1.32- SNORKEL SHEET A305	7/24/2013		ADDENDUM #1
CHANGES TO DRAWINGS	ITEM NO 1.33- SNORKEL SHEET A306	7/24/2013		ADDENDUM #1
CHANGES TO DRAWINGS	ITEM NO 1.34- FUME HOOD TAG CLARIFICATION SHEET A308	7/24/2013		ADDENDUM #1
CHANGES TO DRAWINGS	ITEM NO 1.35- CANOPY HOOD ABOVE AUTOCLAVE SHEET A308	7/24/2013		ADDENDUM #1
CHANGES TO DRAWINGS	ITEM NO 1.36- ROLLER WINDOW SHADE SHEET A401	7/24/2013		ADDENDUM #1
CHANGES TO DRAWINGS	ITEM NO 1.37- ROLLER WINDOW SHADE SHEET A402	7/24/2013		ADDENDUM #1
CHANGES TO DRAWINGS	ITEM NO 1.39- ANNOTATION MATERIAL CALLOUTS SHEET A505	7/24/2013		ADDENDUM #1
CHANGES TO DRAWINGS	ITEM NO 1.40- ANNOTATION MATERIAL CALLOUTS SHEET 506	7/24/2013		ADDENDUM #1
CHANGES TO DRAWINGS	ITEM NO 1.41- ANNOTATION MATERIAL CALLOUTS SHEET 506	7/24/2013		ADDENDUM #1
CHANGES TO DRAWINGS	ITEM NO 1.42- ANNOTATION MATERIAL CALLOUTS SHEET A509	7/24/2013		ADDENDUM #1
CHANGES TO DRAWINGS	ITEM NO 1.43- ANNOTATION MATERIAL CALLOUTS SHEET A510	7/24/2013		ADDENDUM #1
CHANGES TO DRAWINGS	ITEM NO 1.44- ANNOTATION MATERIAL CALLOUTS SHEET A510	7/24/2013		ADDENDUM #1
CHANGES TO DRAWINGS	ITEM NO 1.45- ANNOTATION MATERIAL CALLOUTS SHEET A514	7/24/2013		ADDENDUM #1
CHANGES TO DRAWINGS	ITEM NO 1.46- ANNOTATION MATERIAL CALLOUTS SHEET A515	7/24/2013		ADDENDUM #1
CHANGES TO DRAWINGS	ITEM NO 1.47- ANNOTATION MATERIAL CALLOUTS SHEET A515	7/24/2013		ADDENDUM #1
CHANGES TO DRAWINGS	ITEM NO 1.48- ANNOTATION MATERIAL CALLOUTS SHEET A515	7/24/2013		ADDENDUM #1

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CHANGES TO DRAWINGS	ITEM NO 1.49- ANNOTATION MATERIAL CALLOUTS SHEET A515	7/24/2013		ADDENDUM #1
CHANGES TO DRAWINGS	ITEM NO 1.50- ANNOTATION MATERIAL CALLOUTS SHEET A516	7/24/2013		ADDENDUM #1
CHANGES TO DRAWINGS	ITEM NO 1.51- ANNOTATION MATERIAL CALLOUTS SHEET A516	7/24/2013		ADDENDUM #1
CHANGES TO DRAWINGS	ITEM NO 1.52- ANNOTATION MATERIAL CALLOUTS SHEET A516	7/24/2013		ADDENDUM #1
CHANGES TO DRAWINGS	ITEM NO 1.53- ANNOTATION MATERIAL CALLOUTS SHEET A517	7/24/2013		ADDENDUM #1
CHANGES TO DRAWINGS	ITEM NO 1.54- TERRA COTTA SIZE SHEET A526	7/24/2013		ADDENDUM #1
CHANGES TO DRAWINGS	ITEM NO 1.55- INTERIOR WALL SCHEDULE NOTES SHEET A528	7/24/2013		ADDENDUM #1
CHANGES TO DRAWINGS	ITEM NO 1.56- CANOPY HOOD ABOVE AUTOCALVE SHEET A617	7/24/2013		ADDENDUM #1
CHANGES TO DRAWINGS	ITEM NO 1.57- ANNOTATION MATERIAL CALLOUTS SHEET A618	7/24/2013		ADDENDUM #1
CHANGES TO DRAWINGS	ITEM NO 1.58- OBSERVATORY CONCRETE STAIRS SKETCH AD.1 SKS-01	7/24/2013		ADDENDUM #1
CHANGES TO DRAWINGS	ITEM NO 1.59- STAIR 01 DETAILS SHEET S904	7/24/2013		ADDENDUM #1
CHANGES TO DRAWINGS	ITEM NO 1.60- SINGLE LINE DIAGRAM SHEET M103-C	7/24/2013		ADDENDUM #1
CHANGES TO DRAWINGS	ITEM NO 1.61- SINGLE LINE DIAGRAM SHEET M131	7/24/2013		ADDENDUM #1
CHANGES TO DRAWINGS	ITEM NO 1.62- SINGLE LINE DIAGRAM SHEET M401	7/24/2013		ADDENDUM #1
CHANGES TO DRAWINGS	ITEM NO 1.63- SINGLE LINE DIAGRAM SHEET E003	7/24/2013		ADDENDUM #1
CHANGES TO DRAWINGS	ITEM NO 1.64- LIGHTING PLAN SHEET E201	7/24/2013		ADDENDUM #1
CHANGES TO DRAWINGS	ITEM NO 1.65- LIGHTING PLAN SHEET E202	7/24/2013		ADDENDUM #1
CHANGES TO DRAWINGS	ITEM NO 1.66- LIGHTING PLAN SHEET E203	7/24/2013		ADDENDUM #1
CHANGES TO DRAWINGS	ITEM NO 1.67- DOOR OPERATOR WIRING SHEET E301, E302, E303	7/24/2013		ADDENDUM #1
CHANGES TO DRAWINGS	ITEM NO 1.68- FEEDER SCHEDULE SHEET E605	7/24/2013		ADDENDUM #1

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CHANGES TO DRAWINGS	ITEM NO 1.69- RISER DIAGRAM AND ENLARGED SIGNAL PLAN	7/24/2013		ADDENDUM #1
CHANGES TO DRAWINGS	ITEM NO 1.70- COVER SHEET T000CP	7/24/2013		ADDENDUM #1
CHANGES TO DRAWINGS	ITEM NO 1.71- GENERAL PROJECT NOTES SHEET T001CP	7/24/2013		ADDENDUM #1
CHANGES TO DRAWINGS	ITEM NO 1.72- MECHANICAL GENERAL NOTES SHEET M001CP	7/24/2013		ADDENDUM #1
CHANGES TO DRAWINGS	ITEM NO 1.73- MECHANICAL SCHEDULES SHEET M002CP	7/24/2013		ADDENDUM #1
CHANGES TO DRAWINGS	ITEM NO 1.74- MECHANICAL YARD DEMOLITION FLOOR PLAN SHEET MD201CP	7/24/2013		ADDENDUM #1
CHANGES TO DRAWINGS	ITEM NO 1.75 MECHANICAL YARD NEW WORK FLOOR PLAN SHEET M201CP	7/24/2013		ADDENDUM #1
CHANGES TO DRAWINGS	ITEM NO 1.76- MECHANICAL SECTIONS SHEET M301CP	7/24/2013		ADDENDUM #1
CHANGES TO DRAWINGS	ITEM NO 1.77- MECHANICAL YAD NE ISOMETRIC SHEET M401CP	7/24/2013		ADDENDUM #1
CHANGES TO DRAWINGS	ITEM NO 1.78- MECHANICAL YARD NW ISOMETRIC SHEET M402CP	7/24/2013		ADDENDUM #1
CHANGES TO DRAWINGS	ITEM NO 1.79- MECHANICAL SE ISOMETRIC SHEET M403CP	7/24/2013		ADDENDUM #1
CHANGES TO DRAWINGS	ITEM NO 1.80- MECHANICAL YARD SW ISOMETRIC SHEET M404CP	7/24/2013		ADDENDUM #1
CHANGES TO DRAWINGS	ITEM NO 1.81- MECHANICAL DETAILS SHEET M501CP	7/24/2013		ADDENDUM #1
CHANGES TO DRAWINGS	ITEM NO 1.82- MECHANICAL DETAILS SHEET M502CP	7/24/2013		ADDENDUM #1
CHANGES TO DRAWINGS	ITEM NO 1.83- PLUMBING GENERAL NOTES, FIXTURE SCHEDULE, CALCULATIONS SHEET P001CP	7/24/2013		ADDENDUM #1
CHANGES TO DRAWINGS	ITEM NO 1.84- PLUMBING DEMOLITION FLOOR PLAN SHEET PD201CP	7/24/2013		ADDENDUM #1
CHANGES TO DRAWINGS	ITEM NO 1.85- PLUMBING NEW WORK FLOOR PLAN SHEET P201CP	7/24/2013		ADDENDUM #1
CHANGES TO DRAWINGS	ITEM NO 1.86- ELECTRICAL GENERAL NOTES SHEET E001CP	7/24/2013		ADDENDUM #1

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CHANGES TO DRAWINGS	ITEM NO 1.87- ELECTRICAL SINGLE LINE DIAGRAMS SHEET E002CP	7/24/2013		ADDENDUM #1
CHANGES TO DRAWINGS	ITEM NO 1.88- ELECTRICAL DEMOLITION FLOOR PLAN SHEET ED201CP	7/24/2013		ADDENDUM #1
CHANGES TO DRAWINGS	ITEM NO 1.89- ELECTRICAL NEW WORK FLOOR PLAN SHEET E201CP	7/24/2013		ADDENDUM #1
CHANGES TO DRAWINGS	ITEM NO 1.90- ELECTRICAL DETAILS- E600CP	7/24/2013		ADDENDUM #1
CHANGES TO DRAWINGS	ITEM NO 1.91- CENTRAL PLANT SERVICE YARD PLAN AND DETAILS SHEET CPA001	7/24/2013		ADDENDUM #1
CHANGES TO DRAWINGS	ITEM NO 1.92- EQUIPMENT SCHEDULES SHEET CPM001	7/24/2013		ADDENDUM #1
CHANGES TO DRAWINGS	ITEM NO 1.93- CENTRAL PLANT MECH SITE PLAN SHEET CPM100	7/24/2013		ADDENDUM #1
CHANGES TO DRAWINGS	ITEM NO 1.94- CENTRAL PLAN MECH DEMO PLAN SHEET CPM101	7/24/2013		ADDENDUM #1
CHANGES TO DRAWINGS	ITEM NO 1.95- CENTRAL PLANT MECH PLAN SHEET CPM102	7/24/2013		ADDENDUM #1
CHANGES TO DRAWINGS	ITEM NO 1.96- MECHANICAL SOLUTIONS SHEET CPM402	7/24/2013		ADDENDUM #1
CHANGES TO DRAWINGS	ITEM NO 1.97- DETAILS SHEET CPM501	7/24/2013		ADDENDUM #1
CHANGES TO DRAWINGS	ITEM NO 1.98- DETAIL SHEET CPM502	7/24/2013		ADDENDUM #1
CHANGES TO DRAWINGS	ITEM NO 1.99- ELECTRICAL PLAN SHEET CPE002	7/24/2013		ADDENDUM #1
CHANGES TO DRAWINGS	ITEM NO 1.100 PANEL SCHEDULES & SINGLE LINE DIAGRAM SHEET CPE003	7/24/2013		ADDENDUM #1
CHANGES TO DRAWINGS	ITEM NO 1.101 DETAILS SHEET CPE005	7/24/2013		ADDENDUM #1
CHANGES TO DRAWINGS	ITEM NO. 1.7- HANDRAIL BASE	7/30/2013		ADDENDUM #2
CHANGES TO DRAWINGS	ITEM NO 1.8- HANDRAIL BASE	7/30/2013		ADDENDUM #2
CHANGES TO DRAWINGS	ITEM NO 1.9- CONDENSING UNIT FOR COLD ROOM	7/30/2013		ADDENDUM #2
CHANGES TO DRAWINGS	ITEM NO 1.10- CONCRETE PAD	7/30/2013		ADDENDUM #2

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CHANGES TO DRAWINGS	ITEM NO 1.11- COLD ROOM BRACING SUPPORT	7/30/2013		ADDENDUM #2
CHANGES TO DRAWINGS	ITEM NO 1.12- COLD ROOM BRACING SUPPORT	7/30/2013		ADDENDUM #2
CHANGES TO DRAWINGS	ITEM NO 1.13- COLD ROOM BRACING SUPPORT	7/30/2013		ADDENDUM #2
CHANGES TO DRAWINGS	ITEM NO 1.14- COLD ROOM BRACING SUPPORT	7/30/2013		ADDENDUM #2
CHANGES TO DRAWINGS	ITEM NO 1.15- CEMENT PLASTER EXPANSION JOINT	7/30/2013		ADDENDUM #2
CHANGES TO DRAWINGS	ITEM NO 1.16- INTERIOR WALL SCHEDULE	7/30/2013		ADDENDUM #2
CHANGES TO DRAWINGS	ITEM NO. 1.17- MECHANICAL YARD NEW WORK FLOOR PLAN	7/30/2013		ADDENDUM #2
CHANGES TO DRAWINGS	ITEM NO 1.18- ELECTRICAL GENERAL NOTES, SYMBOLS, AND ABBREVIATIONS	7/30/2013		ADDENDUM #2
CHANGES TO DRAWINGS	ITEM NO. 1.16- CIVIL CHANGES	8/5/2013		ADDENDUM #3
CHANGES TO DRAWINGS	ITEM NO 1.17- CIVIL CHANGES	8/5/2013		ADDENDUM #3
CHANGES TO DRAWINGS	ITEM NO. 1.18- CIVIL CHANGES	8/5/2013		ADDENDUM #3
CHANGES TO DRAWINGS	ITEM NO. 1.19- CIVIL CHANGES	8/5/2013		ADDENDUM #3
CHANGES TO DRAWINGS	ITEM NO. 1.20- SITE PLAN	8/5/2013		ADDENDUM #3
CHANGES TO DRAWINGS	ITEM NO 1.21- SITE PLAN	8/5/2013		ADDENDUM #3
CHANGES TO DRAWINGS	ITEM NO. 1.22- SUBDRAIN LOCATIONS	8/5/2013		ADDENDUM #3
CHANGES TO DRAWINGS	ITEM NO 1.23- SUBDRAIN LOCATIONS	8/5/2013		ADDENDUM #3
CHANGES TO DRAWINGS	ITEM NO 1.24- SITE STAIR "E"	8/5/2013		ADDENDUM #3
CHANGES TO DRAWINGS	ITEM NO 1.25- SPOT ELEVATIONS	8/5/2013		ADDENDUM #3
CHANGES TO DRAWINGS	ITEM NO 1.26- SITE STAIR "E"	8/5/2013		ADDENDUM #3
CHANGES TO DRAWINGS	ITEM NO 1.27- DETAIL REFERENCE	8/5/2013		ADDENDUM #3

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CHANGES TO DRAWINGS	ITEM NO 1.27- DETAIL REFERENCE	8/5/2013		ADDENDUM #3
CHANGES TO DRAWINGS	ITEM NO 1.29- CASEWORK	8/5/2013		ADDENDUM #3
CHANGES TO DRAWINGS	ITEM NO 1.30- CASEWORK	8/5/2013		ADDENDUM #3
CHANGES TO DRAWINGS	ITEM NO 1.31- CASEWORK	8/5/2013		ADDENDUM #3
CHANGES TO DRAWINGS	ITEM NO 1.32- CASEWORK	8/5/2013		ADDENDUM #3
CHANGES TO DRAWINGS	ITEM NO 1.33- CASEWORK	8/5/2013		ADDENDUM #3
CHANGES TO DRAWINGS	ITEM NO 1.34- BEAM PENETRATION	8/5/2013		ADDENDUM #3
CHANGES TO DRAWINGS	ITEM NO 1.35- DETAIL REFERENCE	8/5/2013		ADDENDUM #3
CHANGES TO DRAWINGS	ITEM NO. 1.36- DETAIL REFERENCE	8/5/2013		ADDENDUM #3
CHANGES TO DRAWINGS	ITEM NO 1.37- DETAIL REFERENCE	8/5/2013		ADDENDUM #3
CHANGES TO DRAWINGS	ITEM NO 1.38- CASEWORK TAG	8/5/2013		ADDENDUM #3
CHANGES TO DRAWINGS	ITEM NO 1.39- CASEWORK TAG	8/5/2013		ADDENDUM #3
CHANGES TO DRAWINGS	ITEM NO 1.40- CASEWORK TAG	8/5/2013		ADDENDUM #3
CHANGES TO DRAWINGS	ITEM NO 1.41- CASEWORK TAG	8/5/2013		ADDENDUM #3
CHANGES TO DRAWINGS	ITEM NO 1.42- CASEWORK TAG	8/5/2013		ADDENDUM #3
CHANGES TO DRAWINGS	ITEM NO 1.43- CASEWORK TAG	8/5/2013		ADDENDUM #3
CHANGES TO DRAWINGS	ITEM NO 1.44- CASEWORK TAG	8/5/2013		ADDENDUM #3
CHANGES TO DRAWINGS	ITEM NO 1.45- CASEWORK TAG	8/5/2013		ADDENDUM #3
CHANGES TO DRAWINGS	ITEM NO 1.46- GRID DIMENSIONS	8/5/2013		ADDENDUM #3
CHANGES TO DRAWINGS	ITEM NO 1.18- RECLAIMED WATER LINE	9/18/2013		ADDENDUM #5
CHANGES TO DRAWINGS	ITEM NO 1.19- PATH OF TRAVEL	9/18/2013		ADDENDUM #5

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CHANGES TO DRAWINGS	ITEM NO 1.20- SITE RAMPS	9/18//2013		ADDENDUM #5
CHANGES TO DRAWINGS	ITEM NO 1.21- LAYOUT PLAN	9/18//2013		ADDENDUM #5
CHANGES TO DRAWINGS	ITEM NO 1.22- SITE RAMP A SECTIONS	9/18//2013		ADDENDUM #5
CHANGES TO DRAWINGS	ITEM NO 1.23- SITE STAIR A SECTIONS	9/18//2013		ADDENDUM #5
CHANGES TO DRAWINGS	ITEM NO 1.24- SITE STAIR A SECTIONS	9/18//2013		ADDENDUM #5
CHANGES TO DRAWINGS	ITEM NO 1.25-SITE RAMP G SECTIONS	9/18//2013		ADDENDUM #5
CHANGES TO DRAWINGS	ITEM NO 1.26- SITE RAMP G SECTIONS	9/18//2013		ADDENDUM #5
CHANGES TO DRAWINGS	ITEM NO 1.27- DOOR SCHEDULE AND WINDOW SCHEDULE	9/18//2013		ADDENDUM #5
CHANGES TO DRAWINGS	ITEM NO 1.28- ROOM FINISH SCHEDULE	9/18//2013		ADDENDUM #5
CHANGES TO DRAWINGS	ITEM NO 1.29- CONCRETE WALL	9/18//2013		ADDENDUM #5
CHANGES TO DRAWINGS	ITEM NO 1.30- ALCOVE 200.A	9/18//2013		ADDENDUM #5
CHANGES TO DRAWINGS	ITEM NO 1.31- ALCOVE 200.E	9/18//2013		ADDENDUM #5
CHANGES TO DRAWINGS	ITEM NO 1.32- WALL TYPE	9/18//2013		ADDENDUM #5
CHANGES TO DRAWINGS	ITEM NO 1.33- ALCOVE 300.E	9/18//2013		ADDENDUM #5
CHANGES TO DRAWINGS	ITEM NO 1.34- THIRD FLOOR BALCONY	9/18//2013		ADDENDUM #5
CHANGES TO DRAWINGS	ITEM NO 1.35- WALL TYPE	9/18//2013		ADDENDUM #5
CHANGES TO DRAWINGS	ITEM NO 1.36- SIGNAGE PLAN	9/18//2013		ADDENDUM #5
CHANGES TO DRAWINGS	ITEM NO 1.37- SIGNAGE PLAN	9/18//2013		ADDENDUM #5
CHANGES TO DRAWINGS	ITEM NO 1.38- ROOF CANOPY	9/18//2013		ADDENDUM #5
CHANGES TO DRAWINGS	ITEM NO 1.39- ROOF CANOPY	9/18//2013		ADDENDUM #5
CHANGES TO DRAWINGS	ITEM NO 1.40- ROOF CANOPY	9/18//2013		ADDENDUM #5

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CHANGES TO DRAWINGS	ITEM NO 1.41- ROOF CANOPY	9/18/2013		ADDENDUM #5
CHANGES TO DRAWINGS	ITEM NO 1.42- EXTERIOR ELEVATION	9/18/2013		ADDENDUM #5
CHANGES TO DRAWINGS	ITEM NO 1.43- EXTERIOR ELEVATION	9/18/2013		ADDENDUM #5
CHANGES TO DRAWINGS	ITEM NO 1.44- EXTERIOR ELEVATION	9/18/2013		ADDENDUM #5
CHANGES TO DRAWINGS	ITEM NO 1.45- EXTERIOR ELEVATION	9/18/2013		ADDENDUM #5
CHANGES TO DRAWINGS	ITEM NO 1.46- EXTERIOR ELEVATION	9/18/2013		ADDENDUM #5
CHANGES TO DRAWINGS	ITEM NO 1.47- INTERIOR STAIRS	9/18/2013		ADDENDUM #5
CHANGES TO DRAWINGS	ITEM NO 1.48- DETAIL REFERENCE	9/18/2013		ADDENDUM #5
CHANGES TO DRAWINGS	ITEM NO 1.49- CONCRETE WALL WITH GLASS MARKER BOARD	9/18/2013		ADDENDUM #5
CHANGES TO DRAWINGS	ITEM NO 1.50- CONCEALED SPACE PROTECTION NOTES	9/18/2013		ADDENDUM #5
CHANGES TO DRAWINGS	ITEM NO 1.51- REFLECTED CEILING PLAN	9/18/2013		ADDENDUM #5
CHANGES TO DRAWINGS	ITEM NO 1.52- INTERIOR WALL SCHEDULE	9/18/2013		ADDENDUM #5
CHANGES TO DRAWINGS	ITEM NO 1.53- COILING DOOR WITH EGRESS DOOR	9/18/2013		ADDENDUM #5
CHANGES TO DRAWINGS	ITEM NO 1.54- ROOF PENETRATION DETAIL	9/18/2013		ADDENDUM #5
CHANGES TO DRAWINGS	ITEM NO 1.55- TUBULAR SKYLIGHT DETAIL	9/18/2013		ADDENDUM #5
CHANGES TO DRAWINGS	ITEM NO 1.56- DETAIL REFERENCE	9/18/2013		ADDENDUM #5
CHANGES TO DRAWINGS	ITEM NO 1.57- INTERIOR STAIRS	9/18/2013		ADDENDUM #5
CHANGES TO DRAWINGS	ITEM NO 1.58- INTERIOR STAIRS	9/18/2013		ADDENDUM #5
CHANGES TO DRAWINGS	ITEM NO 1.59- INTERIOR ELEVATION	9/18/2013		ADDENDUM #5
CHANGES TO DRAWINGS	ITEM NO 1.60- INTERIOR ELEVATION	9/18/2013		ADDENDUM #5
CHANGES TO DRAWINGS	ITEM NO 1.61- INTERIOR ELEVATION	9/18/2013		ADDENDUM #5

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CHANGES TO DRAWINGS	ITEM NO 1.62- INTERIOR ELEVATION	9/18//2013		ADDENDUM #5
CHANGES TO DRAWINGS	ITEM NO 1.63- INTERIOR ELEVATION	9/18//2013		ADDENDUM #5
CHANGES TO DRAWINGS	ITEM NO 1.64- CEMENTITIOUS PANELS	9/18//2013		ADDENDUM #5
CHANGES TO DRAWINGS	ITEM NO 1.65- SITE RAMP A	9/18//2013		ADDENDUM #5
CHANGES TO DRAWINGS	ITEM NO 1.66- STAIR STRINGER	9/18//2013		ADDENDUM #5
CHANGES TO DRAWINGS	ITEM NO 1.67- STAIR STRINGER	9/18//2013		ADDENDUM #5
CHANGES TO DRAWINGS	ITEM NO 1.68- STAIR STRINGER	9/18//2013		ADDENDUM #5
CHANGES TO DRAWINGS	ITEM NO 1.69- STAIR STRINGER	9/18//2013		ADDENDUM #5
CHANGES TO DRAWINGS	ITEM NO 1.70- STAIR STRINGER	9/18//2013		ADDENDUM #5
CHANGES TO DRAWINGS	ITEM NO 1.71- WALL SECTIONS	9/18//2013		ADDENDUM #5
CHANGES TO DRAWINGS	ITEM NO 1.72- STAIR STRINGER	9/18//2013		ADDENDUM #5
CHANGES TO DRAWINGS	ITEM NO 1.73- STAIR STRINGER	9/18//2013		ADDENDUM #5
CHANGES TO DRAWINGS	ITEM NO 1.74- STAIR STRINGER	9/18//2013		ADDENDUM #5
CHANGES TO DRAWINGS	ITEM NO 1.75 SHEET INDEX	9/18//2013		ADDENDUM #5
CHANGES TO DRAWINGS	ITEM NO 1.76- FAN SCHEDULE AND VARIABLE FREQUENCY DRIVE (VFD) SCHEDULE	9/18//2013		ADDENDUM #5
CHANGES TO DRAWINGS	ITEM NO 1.77- SMOKE EXHAUST DUCTS AND REGISTERS	9/18//2013		ADDENDUM #5
CHANGES TO DRAWINGS	ITEM NO 1.78- SMOKE EXHAUST DUCTS AND REGISTERS	9/18//2013		ADDENDUM #5
CHANGES TO DRAWINGS	ITEM NO 1.79- SMOKE EXHAUST DUCTS AND REGISTERS AND SMOKE EVACUATION CONTROL	9/18//2013		ADDENDUM #5
CHANGES TO DRAWINGS	ITEM NO 1.80-SMOKE EXHAUST DUCTS AND REGISTERS	9/18//2013		ADDENDUM #5
CHANGES TO DRAWINGS	ITEM NO 1.81- SMOKE EXHAUST DUCTWORK	9/18//2013		ADDENDUM #5

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CHANGES TO DRAWINGS	ITEM NO 1.82- SMOKE EXHAUST DUCTS AND REGISTERS	9/18/2013		ADDENDUM #5
CHANGES TO DRAWINGS	ITEM NO 1.83- SMOKE EXHAUST DUCTS AND REGISTERS	9/18/2013		ADDENDUM #5
CHANGES TO DRAWINGS	ITEM NO 1.84- SMOKE EXHAUST DUCTWORK	9/18/2013		ADDENDUM #5
CHANGES TO DRAWINGS	ITEM NO 1.85- SMOKE EXHAUST DUCTS	9/18/2013		ADDENDUM #5
CHANGES TO DRAWINGS	ITEM NO 1.86- SMOKE EXHAUST DUCTWORK	9/18/2013		ADDENDUM #5
CHANGES TO DRAWINGS	ITEM NO 1.87- SMOKE EXHAUST DUCTWORK	9/18/2013		ADDENDUM #5
CHANGES TO DRAWINGS	ITEM NO 1.88- SMOKE EXHAUST DUCTWORK	9/18/2013		ADDENDUM #5
CHANGES TO DRAWINGS	ITEM NO 1.89- SMOKE EXHAUST FAN	9/18/2013		ADDENDUM #5
CHANGES TO DRAWINGS	ITEM NO 1.90- DETAIL	9/18/2013		ADDENDUM #5
CHANGES TO DRAWINGS	ITEM NO 1.91- DETAILS	9/18/2013		ADDENDUM #5
CHANGES TO DRAWINGS	ITEM NO 1.92- EXHAUST FAN ANCHORAGE	9/18/2013		ADDENDUM #5
CHANGES TO DRAWINGS	ITEM NO 1.93- CLARIFICATION	9/18/2013		ADDENDUM #5
CHANGES TO DRAWINGS	ITEM NO 1.94 SINGLE RISER DIAGRAM	9/18/2013		ADDENDUM #5
CHANGES TO DRAWINGS	ITEM NO 1.95- STEP LIGHT FIXTURES	9/18/2013		ADDENDUM #5
CHANGES TO DRAWINGS	ITEM NO 1.96- OBSERVATORY TELESCOPE PEDESTAL POWER AND DATA	9/18/2013		ADDENDUM #5
CHANGES TO DRAWINGS	ITEM NO 1.97- SMOKE EXHAUST FAN	9/18/2013		ADDENDUM #5
CHANGES TO DRAWINGS	ITEM NO 1.98- SMOKE EXHAUST FAN AND LIGHT FIXTURE	9/18/2013		ADDENDUM #5
CHANGES TO DRAWINGS	ITEM NO 1.99- SMOKE EXHAUST FAN	9/18/2013		ADDENDUM #5
CHANGES TO DRAWINGS	ITEM NO 1.100- ATRIUM RISER DIAGRAM	9/18/2013		ADDENDUM #5
CHANGES TO DRAWINGS	ITEM NO 1.101- DEMOLITION	9/18/2013		ADDENDUM #5

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CHANGES TO DRAWINGS	ITEM NO 1.102- COVER SHEET	9/18//2013		ADDENDUM #5
CHANGES TO DRAWINGS	ITEM NO 1.5- MAIN STOREFRONT ENTRY	9/27//2013		ADDENDUM #6

REQUEST FOR INFORMATION:

The DSA approved addendums and Bulletin I contract documents are intended to incorporate the PRE-BID RFI responses below. In the event that the DSA approved documents do not address the PRE-BID RFI questions as listed below, then the most current PRE-BID RFI will take precedence.

DESCRIPTION		DATED DOCUMENT	LATEST REV. DATE	
PB-001	OBSERVATORY CONCRETE STAIR	7/24/2013		ADDENDUM #1
PB-002	SITE SEATWALL W/ SWALE OR SUB DRAIN	7/24/2013		ADDENDUM #1
PB-003	ELECTRICAL ENCLOSURE RETAINING WALL SUB DRAIN	7/24/2013		ADDENDUM #1
PB-004	SITE CONCRETE SUB GRADE REQUIREMENTS	7/24/2013		ADDENDUM #1
PB-005	C010 MISSING CALL OUT	7/24/2013		ADDENDUM #1
PB-007	ELEVATOR PIT WATERPROOFING	7/24/2013		ADDENDUM #1
PB-008	RETAINING WALL SUB DRAIN CLARIFICATION	7/24/2013		ADDENDUM #1
PB-009	ELEVATOR #1 & ELEVATOR	7/24/2013		ADDENDUM #1
PB-010	FUME HOOD CLARIFICATION	7/24/2013		ADDENDUM #1
PB-011	NEUTRALIZING TANK SPECIFICATION MISSING	7/24/2013		ADDENDUM #1
PB-012	COMMUNICAATIONS MANUFACTURER	7/24/2013		ADDENDUM #1
PB-013	VOICE & DATE SYMBOLS	7/24/2013		ADDENDUM #1
PB-014	LAB SNORKEL EXHAUST UNIT LOCATIONS	7/24/2013		ADDENDUM #1
PB-015	HOLLOW METAL FRAMES (REVISED RESPONSE)	7/30/2013		ADDENDUM #2

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PB-016	LINEAR METAL SOFFIT	7/24/2013		ADDENDUM #1
PB-017	METAL PANEL ROOFING	7/24/2013		ADDENDUM #1
PB-018	LANDSCAPING LIMIT OF WORK	7/24/2013		ADDENDUM #1
PB-019	UNCLEAR CLEANOUT DRAIN IN PLANTING AREA	7/24/2013		ADDENDUM #1
PB-020	PERFORATED STORM DRAIN CLARIFICATION	7/24/2013		ADDENDUM #1
PB-021	WALL PROTECTION AND CORNER GUARD LOCATIONS	7/24/2013		ADDENDUM #1
PB-022	FIBER-REINFORCED CEMENTITIOUS WALL PANEL CLARIFICATION	7/24/2013		ADDENDUM #1
PB-023	6 INCH CURBS CLARIFICATION	7/24/2013		ADDENDUM #1
PB-024	ROLLER SHADE LOCATIONS	7/24/2013		ADDENDUM #1
PB-025	FIBER OPTIC CABLE TYPES	7/24/2013		ADDENDUM #1
PB-026	TERRA COTTA PANEL DIMENSIONS	7/24/2013		ADDENDUM #1
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PB-028	UNKNOWN SCALE ON C008	7/24/2013		ADDENDUM #1
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PB-030	ABSORPTION CHILLER CLARIFICATION	7/24/2013		ADDENDUM #1
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PB-043	SOAP AND PAPER TOWEL DISPENSERS	7/24/2013		ADDENDUM #1
PB-044	COOLING TOWER FIELD TEST REQUIREMENT	7/24/2013		ADDENDUM #1
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PB-046	CONTROL PANEL CONFIGURATION	7/30/2013		ADDENDUM #2
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PB-048	PILE LENGTHS & BENCH MARK ELEVATION	7/30/2013		ADDENDUM #2
PB-049	LIGHTING FIXTURE COUNT	7/30/2013		ADDENDUM #2
PB-050	GRAFFITI BARRIER MANUFACTURER RECOMMENDATIONS	7/30/2013		ADDENDUM #2
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PB-284	REFERENCED DETAILS NOT APPLICABLE	8/5/2013		ADDENDUM #3
PB-285	SLAB ON GRADE DIMENSION PLAN DISCREPANCY	8/5/2013		ADDENDUM #3
PB-286	COLD JOINT CLARIFICATIONS	8/5/2013		ADDENDUM #3

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PB-287	JOINT AND DOWEL PLAN DISCREPANCY	8/5/2013		ADDENDUM #3
PB-288	EXTERIOR DIRECTIONAL SIGN CLARIFICATIONS	8/5/2013		ADDENDUM #3
PB-289	INCOMPLETE SECTION REFERENCE FOR REBAR AND WALL	8/5/2013		ADDENDUM #3
PB-290	NEW CONCRETE SLAB REINFORCEMENT PLAN DISCREPANCY	8/5/2013		ADDENDUM #3
PB-291	FOUNDATION AND FRAMING PLAN CLARIFICATIONS	8/5/2013		ADDENDUM #3
PB-292	CRAC-6 PLAN DISCREPANCY	8/5/2013		ADDENDUM #3
PB-293	AHU SCHEDULE CLARIFICATIONS	8/5/2013		ADDENDUM #3
PB-294	FAN SCHEDULE CLARIFICATIONS	8/5/2013		ADDENDUM #3
PB-295	CRAC UNIT SCHEDULE CLARIFICATION	8/5/2013		ADDENDUM #3
PB-296	GAS CABINET AND MANIFOLD CLARIFICATION	8/5/2013		ADDENDUM #3
PB-297	ROOM 121 PALEONTOLOGY	8/5/2013		ADDENDUM #3
PB-298	ROOM 132 LAB SUPPORT ELEVATION	8/5/2013		ADDENDUM #3
PB-299	UNISTRUT FRAMES- SERVICE FIXTURES	8/5/2013		ADDENDUM #3
PB-300	INFRARED HOT/COLD WATER VALVES	8/5/2013		ADDENDUM #3
PB-301	WOOD WINDOW SILLS AND CHAIR RAILS	8/5/2013		ADDENDUM #3
PB-302	STAINLESS STEEL TROUGHS FOR BENCHES	8/5/2013		ADDENDUM #3
PB-303	OWNER FURNISHED CONTRACTOR INSTALLED SCHEDULE	8/5/2013		ADDENDUM #3
PB-304	OUTDOOR AIR HANDLING UNITS	8/5/2013		ADDENDUM #3
PB-305	NO LONGER USED	8/5/2013		ADDENDUM #3
PB-306	SUBSTITUTION REQUEST- OUTSIDE AIR MONITORING SYSTEM	8/5/2013		ADDENDUM #3
PB-307	SCOPE- MOVABLE TABLE- 04 RELATED ITEM	8/5/2013		ADDENDUM #3

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PB-308	SCOPE- N2 GAS MANIFOLD	8/5/2013		ADDENDUM #3
PB-309	NO LONGER USED	8/5/2013		ADDENDUM #3
PB-310	SCOPE- STONE COUNTERTOPS	8/5/2013		ADDENDUM #3
PB-311	REQUIRED WEEKLY MEETINGS	8/5/2013		ADDENDUM #3
PB-312	NO LONGER USED	8/5/2013		ADDENDUM #3
PB-313	CLEANING OF CASEWORK	8/5/2013		ADDENDUM #3
PB-314	NO LONGER USED	8/5/2013		ADDENDUM #3
PB-315	RED OAK WOOD GRADE SELECTION	8/5/2013		ADDENDUM #3
PB-316	CABINET AND SHELF BANDING	8/5/2013		ADDENDUM #3
PB-317	TERRA COTTA PERFORMANCE AND FIELD TESTING	8/5/2013		ADDENDUM #3
PB-318	PREVIOUS JOB EXPERIENCE WITH RAINSCREEN PANELS	8/5/2013		ADDENDUM #3
PB-319	TERRA COTTA SEALER	8/5/2013		ADDENDUM #3
PB-320	TERRA COTTA EQUAL PRODUCT	8/5/2013		ADDENDUM #3
PB-321	EXISTING 10 INCH UNDERGROUND PIPING	8/5/2013		ADDENDUM #3
PB-322	SUBSTITUTION REQUEST- GENERATOR PACKAGE	8/5/2013		ADDENDUM #3
PB-323	EXPOSED STEEL AT ALTERNATE 2	8/5/2013		ADDENDUM #3
PB-324	NO LONGER USED	8/5/2013		ADDENDUM #3
PB-325	VFD21	8/5/2013		ADDENDUM #3
PB-326	VFD 14-16	8/5/2013		ADDENDUM #3
PB-327	CONDUIT FOR MAIN SECURITY PANEL	8/5/2013		ADDENDUM #3
PB-328	EMERGENCY POWER DISTRIBUTION SIZING	8/5/2013		ADDENDUM #3

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PB-329	MISSING SPECIFICATION SECTION 01 10 00	8/5/2013		ADDENDUM #3
PB-330	SCOPE- ELECTRICAL IN EXHIBIT F ITEM NO. F.2	8/5/2013		ADDENDUM #3
PB-331	ELECTRICAL FOR EXHIBIT F ITEM NO F.6	8/5/2013		ADDENDUM #3
PB-332	SEAT WALL LIGHTING FOR EXHIBIT F ITEM NO F.3	8/5/2013		ADDENDUM #3
PB-333	EXHIBIT F ITEM NO F.13 CLARIFICATION	8/5/2013		ADDENDUM #3
PB-334	MISSING REFERENCED SPECIFICATION	8/5/2013		ADDENDUM #3
PB-335	WEB CLOSURES	8/5/2013		ADDENDUM #3
PB-336	SEQUENCE OF OPERATION FOR SMOKE CONTROL SYSTEM	8/5/2013		ADDENDUM #3
PB-337	DUCT SIZING AND BRANCH CFM	8/5/2013		ADDENDUM #3
PB-338	CFSD MISSING POWER	8/5/2013		ADDENDUM #3
PB-339	HSS MEMBERS AT STAIR 3	8/5/2013		ADDENDUM #3
PB-340	SUBSTITUTION REQUEST- MAJOR INDUSTRIES GUARDIAN 275	8/5/2013		ADDENDUM #3
PB-341	HARDIE PANEL CLARIFICATION	9/27/2013		BULLETIN #1
PB-342	SCOPE-FIRE ALARM SYMBOL LIST	9/30/2013		BULLETIN #1

EXHIBIT "B"

MASTER BUDGET

(SEE ATTACHED)

Note: Back up documents available on file in District Department of Facilities Planning and Purchasing office.

C. W. DRIVER
ESTIMATE SUMMARY
10/15/2013

CWD Estimate No.: #127060
Square Feet: 81,257
Months On-Site: 24.3
Includes Addenda: 6

Code	Seq	Description	Notes	Total	Building	Site	Central Plant	Observatory
	1	Project Data						
010000	2	General Requirements		74,513	74,513			
010100	3	CWD Direct Work		343,402	198,462	4,940	140,000	
010530	4	Survey & Layout		84,000	35,000	38,500	7,000	3,500
015100	5	Temporary Utilities	N/A					
015310	6	Temporary Fencing		50,340		41,447	2,931	5,962
015610	7	Progressive Cleanup		101,563	26,815	72,273	2,310	165
015723	8	SWPPP	with erosion control					
017100	9	Final Cleaning		73,495	65,818	6,727	700	250
019100	10	Testing & Inspection Services	by owner					
019500	11	Mockups	in trades					
024119	12	Select Demolition	with HVAC					
026000	13	Dispose Hazardous Site Materials	NIC					
031100	14	Concrete Forming	with concrete					
032000	15	Concrete Reinforcing		1,254,273	1,069,273	145,000	25,800	14,200
033000	16	Cast-In-Place Concrete		1,669,365	1,485,715		121,200	62,450
033001	17	Site Walls		831,101		831,101		
033519	18	Concrete Floor Finishes		5,688	5,688			
034500	19	Precast Architectural Concrete	Deleted					
035300	20	Concrete Topping	with site					
042000	21	Unit Masonry		35,000				35,000
051000	22	Structural Steel Framing		3,697,743	3,546,501	71,955	67,692	11,595
053000	23	Metal Decking		386,422	382,172		2,000	2,250
054000	24	Cold-Formed Metal Framing	with gypboard					
055000	25	Metal Fabrications		636,197	399,101	226,319		10,777
055100	26	Metal Stairs	with stru steel					
055133	27	Fabricated Metal Ladders	with misc metals					
055200	28	Metal Railings	with misc metals					
057000	29	Decorative Metal (SS mesh)	Deleted					
061000	30	Rough Carpentry		16,251	16,251			
068316	31	Finish Millwork	with lab casework					
071000	32	Waterproofing		69,406	17,076	52,330		
071800	33	Traffic/Deck Coatings		25,752		25,752		
072100	34	Thermal Insulation		166,593	166,593			
072200	35	Roof & Deck Insulation	with roof					
072500	36	Weather Barriers	with gypboard					
072600	37	Vapor Retarders	with concrete					
074200	38	Corrugated Wall Panels	with sheet metal					
074213	39	Metal Wall Panels	with sheet metal					
074400	40	Terracotta Rainscreen	Deleted					
074600	41	Exterior Siding - Hardie panels		535,500	535,500			
075100	42	Built-Up Bituminous Roof		699,210	693,710			5,500
076000	43	Flashing & Sheet Metal		568,038	567,538			500

CWD Estimate No.: #127060
Square Feet: 81,257
Months On-Site: 24.3
Includes Addenda: 6

C. W. DRIVER
ESTIMATE SUMMARY
10/15/2013

Code	Seq	Description	Notes	Total	Building	Site	Central Plant	Observatory
077200	44	Roof Accessories, Curbs, Vents, etc.	with sheet metal					
078400	45	Firestopping & Saling		110,740	110,740			
079000	46	Joint Sealants & Caulking		31,529	24,377	6,727	350	75
079500	47	Expansion Joint Assemblies	with sheet metal					
081100	48	Metal Doors & Frames		369,511	365,289			4,222
081400	49	Wood Doors	with metal doors					
083100	50	Access Doors & Panels		3,300	3,300			
083300	51	Coiling Fire Doors & Grilles	Deleted					
083613	52	Sectional Panel Doors	Deleted					
084100	53	Entrances & Storefronts		1,500,300	1,500,300			
084229	54	Automatic Entrances	with entra					
084300	55	Storefronts	with entrances					
084400	56	Curtain Wall & Glazed Assemblies	with entrances					
084500	57	Translucent Wall & Skylight		37,990	37,990			
086200	58	Unit Skylights	Deleted					
087000	59	Finish Door Hardware	with doors					
087400	60	Access Control Hardware	with entrances					
088100	61	Glass Glazing	with entrances					
10 20 00	62	Louvers & Vents	with sheet metal					
092000	63	Plaster & Gypsum Board		3,766,103	3,765,603			500
092200	64	Non-Structural Metal Framing	with plaster /gypboard					
092400	65	Cement/Stucco Plastering	with plaster /gypboard					
093000	66	Tiling		241,200	241,200			
095100	67	Acoustical Ceilings		410,735	410,735			
095423	68	Linear Metal Ceilings	with acoust. ceilings					
096113	69	Vapor control Coating	with floors					
096500	70	Resilient Flooring & Base		312,725	311,525			1,200
098414	71	Acoustical Wallpanel	with acoust. ceilings					
099000	72	Painting & Coating		345,342	345,342			
099600	73	High-Performance Coatings	with paint					
101100	74	Visual Display Boards		81,167	81,167			
10 11 50	75	Glass Markerboards	Deleted					
101400	76	Signage		73,260	73,260			
102113	77	Toilet Compartments		78,000	78,000			
102613	78	Wall and Corner Guards		35,000	35,000			
102813	79	Toilet Accessories	with toilet compartments					
104400	80	Fire Protection Specialties	with plaster /gypboard					
115300	81	Laboratory Equipment	with lab casework					
115313	82	Laboratory Fume Hoods	with lab casework					
115600	83	Facility - Observatory Equipment		154,262	154,262			
122400	84	Window Shades		40,195	40,195			
123553	85	Laboratory Casework		3,180,360	3,179,160			1,200
123600	86	Countertops	with lab casework					

Code	Seq	Description	Notes	Total	Building	Site	Central Plant	Observatory
124800	87	Rugs, Mats & Grilles	with floors					
132100	88	Controlled Environment Rooms	with lab casework					
	89	Greenhouse - repair	allow	70,000		70,000		
142400	90	Hydraulic Elevators		288,395	288,395			
144200	91	Wheelchair Lifts		21,000				21,000
210000	92	Fire-Suppression Systems		298,350	298,350			
220000	93	Plumbing		4,769,222	4,677,222		92,000	
221000	94	Site Water Distribution Plumbing	with plumbing					
230000	95	HVAC		8,598,166	6,162,509		2,430,657	5,000
230593	96	Testing, Adjusting, & Balancing for HVAC	with HVAC					
230900	97	Instrumentation & Control for HVAC	with HVAC					
260000	98	Electrical		4,742,847	4,172,847	400,000	135,000	35,000
274100	99	Audio-Video Systems	with electrical					
281300	100	Facility Security Access Control	with Electr					
311000	101	Site Clearing	with earthwork					
312300	102	Excavation & Fill		941,297	1,018,457	(104,160)	12,000	15,000
312500	103	Erosion Control / SWPPP		371,709		356,376	1,111	14,222
314000	104	Earth Shoring & Underpinning	with earthwork					
316300	105	Drilled Concrete Piers and Shafts		945,000	945,000			
321200	106	Asphalt Paving		199,668		183,668		16,000
321313	107	Site Concrete Sidewalks & Paving		851,190		809,190		42,000
321700	108	Paving Specialties, Striping, Bumpers & Signs	with AC Paving					
321726	109	Concrete Pavers	with site concrete					
323113	110	Chain Link Fences & Gates		27,460		27,460		
329000	111	Landscape & Irrigation		212,534		212,534		
330000	112	Site Utilities		525,300		525,300		
337900	113	Site Grounding System	with electrical					
412200	114	Cranes & Hoists	with steel					
SUBTOTAL				44,957,706	37,605,950	4,003,437	3,040,751	307,568
	117	Escalation						
	118	Sub Bonds	with trades					
	119	Preconstruction						
	120	General Conditions		2,516,253	2,104,780	224,070	170,189	17,214
	121	Permits & Special Insur.						
	122	Builders Risk		496,907	415,649	44,249	33,609	3,399
	123	Liability Insurance	0.91%	468,100	391,553	41,684	31,660	3,202
	124	Overhead & Fee	2.25%	1,179,102	986,288	104,998	79,750	8,067
	125	Prime Bond	0.48%	260,417	217,832	23,190	17,614	1,782
SubTotal				49,878,484	41,722,053	4,441,627	3,373,572	341,232

CWD Estimate No.: #127060
Square Feet: 81,257
Months On-Site: 24.3
Includes Addenda: 6

C. W. DRIVER
ESTIMATE SUMMARY
10/15/2013

Code	Seq	Description	Notes	Total	Building	Site	Central Plant	Observatory
		E&O Allowance	3%	1,487,085	1,243,908	132,423	100,580	10,174
		Contractor Contingency	5%	2,478,475	2,073,180	220,706	167,634	16,956
GMP Total				53,844,044	45,039,140	4,794,756	3,641,785	368,362

EXHIBIT "C"

DVBE REQUIREMENTS

**CERTIFICATION – PARTICIPATION OF DISABLED VETERAN BUSINESS ENTERPRISES IN ACCORDANCE WITH
EDUCATION CODE SECTION 17076.11**

In accordance with Education Code section 17076.11, the South Orange County Community College District has a participation goal for Disabled Veteran Business Enterprises of at least three percent (3%) per year of the overall dollar amount of funds allocated by the District for construction or modernization of school buildings and expended each year by the District. At the time of execution of the contract, the Contractor will provide a statement to the District of anticipated participation of Disabled Veteran Business Enterprises in the contract. Prior to, and as a condition precedent for final payment under the contract, the Contractor will provide appropriate documentation to the District identifying the amount paid to Disabled Veteran Business Enterprises pursuant to the contract, so that the District can assess its success at meeting this goal.

The Contractor may provide the anticipated participation of Disabled Veteran Business Enterprises in terms of percentage of its total contract or the dollar amount anticipated to be paid to Disabled Veteran Business Enterprises or by providing the names of the Disabled Veteran Business Enterprises that will participate in the contract. If there is a discrepancy between the anticipated goal and the actual goal at the completion of the contract or a failure to meet the anticipated goal or dollar amount, the District will require the Contractor to provide, at the completion of the contract, a detailed statement of the reason(s) for the discrepancy or failure to meet the anticipated goal or dollar amount.

I certify that I have read the above and will comply with the anticipated participation of Disabled Veteran Business Enterprises in this contract.

Signature

Typed or Printed Name

Title

Company

Address

City, State, Zip

Telephone

Fax

E-Mail

EXHIBIT "D"
PAYMENT BOND

(CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the South Orange County Community College District (sometimes referred to hereinafter as "Obligee") has awarded to _____ (hereinafter designated as the "Principal" or "Contractor"), an agreement for the work described as follows: _____ Project (hereinafter referred to as the "Public Work"); and

WHEREAS, said Contractor is required to furnish a bond in connection with said Contract, and pursuant to California Civil Code Section 3247;

NOW, THEREFORE, We, _____, the undersigned Contractor, as Principal; and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the South Orange County Community College District and to any and all persons, companies, or corporations entitled by law to file stop notices under California Civil Code Section 3181, or any person, company, or corporation entitled to make a claim on this bond, in the sum of _____ Dollars (\$ _____), said sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which payment will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, its heirs, executors, administrators, successors, or assigns, or subcontractor, shall fail to pay any person or persons named in Civil Code Section 3181; or fail to pay for any materials, provisions, or other supplies, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code, with respect to work or labor thereon of any kind; or shall fail to deduct, withhold, and pay over to the Employment Development Department, any amounts required to be deducted, withheld, and paid over by Unemployment Insurance Code Section 13020 with respect to work and labor thereon of any kind, then said Surety will pay for the same, in an amount not exceeding the amount herein above set forth, and in the event suit is brought upon this bond, also will pay such reasonable attorneys' fees as shall be fixed by the court, awarded and taxed as provided in California Civil Code Sections 3247 *et seq.*

This bond shall inure to the benefit of any person named in Civil Code Section 3181 giving such person or his/her assigns a right of action in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, or specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described; or pertaining or relating to the furnishing of labor, materials, or equipment therefor; nor by any change or modification of any terms of payment or extension of time for payment pertaining

or relating to any scheme or work of improvement herein above described; nor by any rescission or attempted rescission of the contract, agreement or bond; nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond; nor by any fraud practiced by any person other than the claimant seeking to recover on the bond; and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given; and under no circumstances shall the Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the Obligee and the Contractor or on the part of any obligee named in such bond; that the sole condition of recovery shall be that the claimant is a person described in California Civil Code Sections 3110 and 3112, and who has not been paid the full amount of his or her claim; and that the Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20____.

PRINCIPAL/CONTRACTOR:

By: _____

SURETY:

By: _____

Attorney-in-Fact

IMPORTANT: THIS IS A REQUIRED FORM.

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

Any claims under this bond may be addressed to:

(Name and Address of Surety)

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

Telephone: _____

Telephone: _____

STATE OF CALIFORNIA)

) ss.

COUNTY OF)

On _____ before me, _____,

(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Notary Public in and for said State

(SEAL)

Commission expires: _____

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

EXHIBIT "E"
CONTRACT PERFORMANCE BOND

(CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, South Orange County Community College District (sometimes referred to hereinafter as "Obligee") has awarded to _____ (hereinafter designated as the "Principal" or "Contractor"), an agreement for the work described as follows: _____ Project (hereinafter referred to as the "Public Work"); and

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

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

NOW, THEREFORE, we, _____, the undersigned Contractor, as Principal, and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the South Orange County Community College District in the sum of _____ Dollars (\$ _____), said sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

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

The Surety, for value received, hereby stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any change, extension of time, alteration in or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same, nor by any change or modification to any terms of payment or extension of time for any payment pertaining or relating to any scheme of work of improvement under the contract. Surety also stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any overpayment or underpayment by the Obligee that is based upon estimates approved by the Architect. The Surety stipulates and agrees that none of the aforementioned changes,

modifications, alterations, additions, extension of time or actions shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, modifications, alterations, additions or extension of time to the terms of the contract, or to the work, or the specifications as well notice of any other actions that result in the foregoing.

Whenever Principal shall be, and is declared by the Obligees to be, in default under the Contract, the Surety shall promptly either remedy the default, or shall promptly complete the Contract through its agents or independent contractors, subject to acceptance and approval of such agents or independent contractors by Obligees as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages; or, at Obligees' sole discretion and election, Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Obligees of the lowest responsible bidder, arrange for a contract between such bidder and the Obligees and make available as Work progresses (even though there should be a default or succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the "balance of the Contract price" (as hereinafter defined), and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable to Principal by the Obligees under the Contract and any modifications thereto, less the amount previously paid by the Obligees to the Principal, less any withholdings by the Obligees allowed under the Contract.

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

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

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

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

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals this ____ day of _____, 20__.

PRINCIPAL/CONTRACTOR:

By: _____

SURETY:

By: _____

Attorney-in-Fact

The rate of premium on this bond is _____ per thousand.

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

IMPORTANT: THIS IS A REQUIRED FORM.

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

Any claims under this bond may be addressed to:

(Name and Address of Surety)

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

Telephone: _____

Telephone: _____

STATE OF CALIFORNIA)

) ss.

COUNTY OF)

On _____ before me, _____

(insert name and title of the officer)

On _____, before me, _____, a Notary

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

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

WITNESS my hand and official seal.

(SEAL)

Notary Public in and for said State

Commission expires: _____

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

EXHIBIT "F"

SUBSTITUTION AFFIDAVIT

* SUBSTITUTION REQUEST FORM

Project: _____

South Orange County Community College District

Contractor hereby requests substitution of the following articles, devices, equipment, products, materials, fixtures, patented processes, forms, methods, or types of construction:

Specified Item	Requested Substituted Item	Agree to Provide Specific Item In the Event Request is Denied ¹ (circle one)		District Decision (circle one)	
		Yes	No	Grant	Deny
1. _____	_____	Yes	No	Grant	Deny
2. _____	_____	Yes	No	Grant	Deny
3. _____	_____	Yes	No	Grant	Deny
4. _____	_____	Yes	No	Grant	Deny
5. _____	_____	Yes	No	Grant	Deny
6. _____	_____	Yes	No	Grant	Deny
7. _____	_____	Yes	No	Grant	Deny
8. _____	_____	Yes	No	Grant	Deny
9. _____	_____	Yes	No	Grant	Deny

¹ Contractor must state whether contractor will provide the Specified Item in the event that District denies the request for substitution. If contractor states that contractor will not provide the Specified Item in the event their request for substitution is denied, the District may reject the contractor's pricing proposal. However, if contractor states that contractor will provide the Specified Item in the event that contractor's request for substitution is denied, contractor shall execute the Agreement and provide such Specified Item(s).

This Request Form must be accompanied by evidence as to whether the proposed substitution (1) is equal in quality, service, and ability to the Specified Item; (2) will entail no change in detail, construction, and scheduling of related work; (3) will be acceptable in consideration of the required design and artistic effect; (4) will provide no cost disadvantage to the District; (5) will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts; and (6) will require no change of the construction schedule.

The undersigned states that the following, unless modified on attachments, are correct:

1. The proposed substitution does not affect the dimensions shown on the Drawings.
2. The undersigned will pay for changes to the building design, including engineering design, detailing, and construction costs caused by the requested substitution.
3. The proposed substitution will have no adverse affect on other trades, the construction schedule, or specified warranty requirements.
4. Maintenance and service parts will be available locally for the proposed substitution.

Name of Contractor: _____

By: _____

District: _____

By: _____

EXHIBIT "G"

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

Labor Code section 3700 in relevant part provides:

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

(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 employee 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 employees.

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

Contractor _____

Title _____

Date _____

(In accordance with article 5 (commencing at section 1860), chapter I, 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 this Construction Services Agreement.)

EXHIBIT "H"

DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification is required pursuant to Government Code Sections 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 Section 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 "I"

ASBESTOS FREE MATERIALS CERTIFICATION

Per Article 70 of the General Conditions.

Certification for_____. 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 _____

_____ which we have installed in the South Orange County Community College District under Project/Bid No. _____.

- (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

By: _____
Signature

Print Name

Title

Date

EXHIBIT "J"

CONDUCT RULES FOR CONTRACTORS

Each contractor/subcontractor, when performing work on South Orange County Community College District property, in addition to complying with the provisions of the Construction Services Agreement, shall adhere to the following rules of conduct:

1. Professional and courteous conduct is expected and will be displayed at all times.
2. Interaction with students, staff, faculty and/or other visitors is prohibited with the exception of designated administrators.
3. The use of profanity and/or disparaging language will not be tolerated.
4. All contractors/subcontractors shall wear a means of identification on site when classes are in session which must be approved by the District prior to commencement of work.
5. All contractors/subcontractors shall remain in the vicinity of his/her work and will not stray to other areas of the property not involved in the project, including student and staff toilet facilities.
6. Pursuant to Government Code Section 8350 *et seq.*, the South Orange County Community College District is a drug-free workplace. This policy shall be strictly enforced.
7. Contractors are prohibited from bringing on site and/or consuming alcoholic beverages on any District property.
8. The use of any tobacco products on District property other than in designated area is strictly prohibited.
9. Any lewd, obscene or otherwise indecent acts, words, or behavior by any contractor/subcontractor shall not be tolerated.
10. All contractors/subcontractors shall conform to a dress code whereby:
 - A. No clothing that contains violent, suggestive, derogatory, obscene, or racially-biased material may be worn.
 - B. Garments, accessories or personal grooming artifacts with slogans, graphics, or pictures promoting drugs, alcohol, tobacco, or any other controlled substances which are prohibited to minors will not be allowed.
11. No fire arms are allowed on campuses/District property.

Non-compliance with any of the above-stated rules of conduct by any contractor/subcontractor may be sufficient grounds for immediate removal from the job site and termination of the contract.

I acknowledge that I am aware of the above-stated rules of conduct and hereby certify that all of my Company's employees, consultants, suppliers, and/or any subcontractors will adhere to these provisions.

Date

Name, Position, Company

EXHIBIT "K"

BIM EXECUTION PLAN

See Attached

BIM Execution Plan

TABLE OF CONTENTS

- BIM Execution Plan
- BIM Coordination Kick-Off Meeting
- Exhibit “J” – MEP Coordination and BIM Modeling
- Preconstruction BIM Narrative

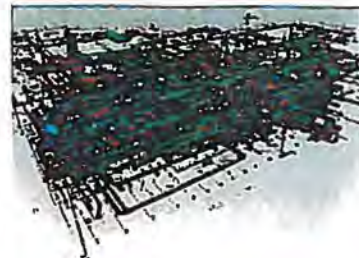
BIM EXECUTION PLAN

It is our pleasure to address the Project's BIM requirements and submit this initial BIM Execution Plan. We will work diligently with the other stakeholders in this process to continue to tailor this document to fit the needs of an extremely sophisticated facility.

The following content represents C.W. Driver's best efforts to develop a dynamic approach which we feel is the starting point of a successful BIM effort. We have included this Execution Plan in accordance with the requirements contained in Addendum #3:

We anticipate that the following Construction Trade Contractors will participate in the BIM efforts as shown in the following Matrix:

Trade	Level of Participation	Individual
01053 Surveying	2nd Tier	TBD Upon Award
02150 Shoring & Underpinning	3rd Tier	TBD Upon Award
02200 Earthwork	3rd Tier	TBD Upon Award
02350 Piles & Caissons	2nd Tier	TBD Upon Award
02525 Site Concrete	3rd Tier	TBD Upon Award
02600 Site Utilities	1st Tier	TBD Upon Award
02900 Landscape & Irrigation	2nd Tier	TBD Upon Award
03200 Reinforcing Steel	2nd Tier	TBD Upon Award
03300 Structural Concrete	1st Tier	TBD Upon Award
03450 Architect, Precast	2nd Tier	TBD Upon Award
04200 Unit Masonry	1st Tier	TBD Upon Award
05100 Structural Steel	1st Tier	TBD Upon Award
05300 Metal Decking	2nd Tier	TBD Upon Award
06200 Finish Carpentry	3rd Tier	TBD Upon Award
07400 Metal Roof & Cladding	3rd Tier	TBD Upon Award
09250 Lath, Plaster & Drywall	1st Tier	TBD Upon Award
11132 Projection Screens	3rd Tier	TBD Upon Award
11600 Laboratory Equipment	1st Tier	TBD Upon Award
12300 Laboratory Casework, Counters, Etc.	1st Tier	TBD Upon Award
133400 Fabricated Engineered Structures	2nd Tier	TBD Upon Award
15300 Fire Protection	1st Tier	TBD Upon Award
15400 Plumbing	1st Tier	TBD Upon Award
15500 HVAC	1st Tier	TBD Upon Award
15950 Controls	2nd Tier	TBD Upon Award
16050 Electrical	1st Tier	TBD Upon Award
16700 Low Voltage Systems	2nd Tier	TBD Upon Award
16720 Fire Alarm Systems	2nd Tier	TBD Upon Award



We have learned from the experience of orchestrating dozens of BIM based projects that not every trade needs to have the same level of involvement in the BIM process. Trades which have dynamic systems - systems which will undergo several revisions and modifications, are classified as 1st Tier. 1st Tier trades will have constant interaction in the BIM process and actively participate in each of the coordination sessions. 2nd Tier trades will often have static models which do not change once the shop drawings have been developed. They will be required to actively participate in sessions which involve their respective system but will have a minimal role otherwise. Lastly, 3rd Tier trades commonly have scopes which do not require shop drawings to be developed and will not model their content. However, they are required to ensure that the models which do represent their systems, are accurately depicted. For example, the site concrete subcontractor might not be required to model the concrete of the

project sidewalks, but they must verify the placement and modeling provided by others is correct. 3rd Tier trades need to be available, upon request, to participate in any coordination session. Each individual participating in the BIM process must meet C.W. Driver's standard of competency and experience.

Nicholas Zent heads our BIM Department at C.W. Driver. He oversees six full time professionals dedicated solely to the support and management of our BIM projects. While he may assign other members of his department to perform Project related tasks, Nicholas will embrace the role of BIM Manager. Nicholas has over 9 years of BIM experience and successfully coordinated over \$1 Billion of work. He is a proudly self-proclaimed construction nerd and is master facilitator.

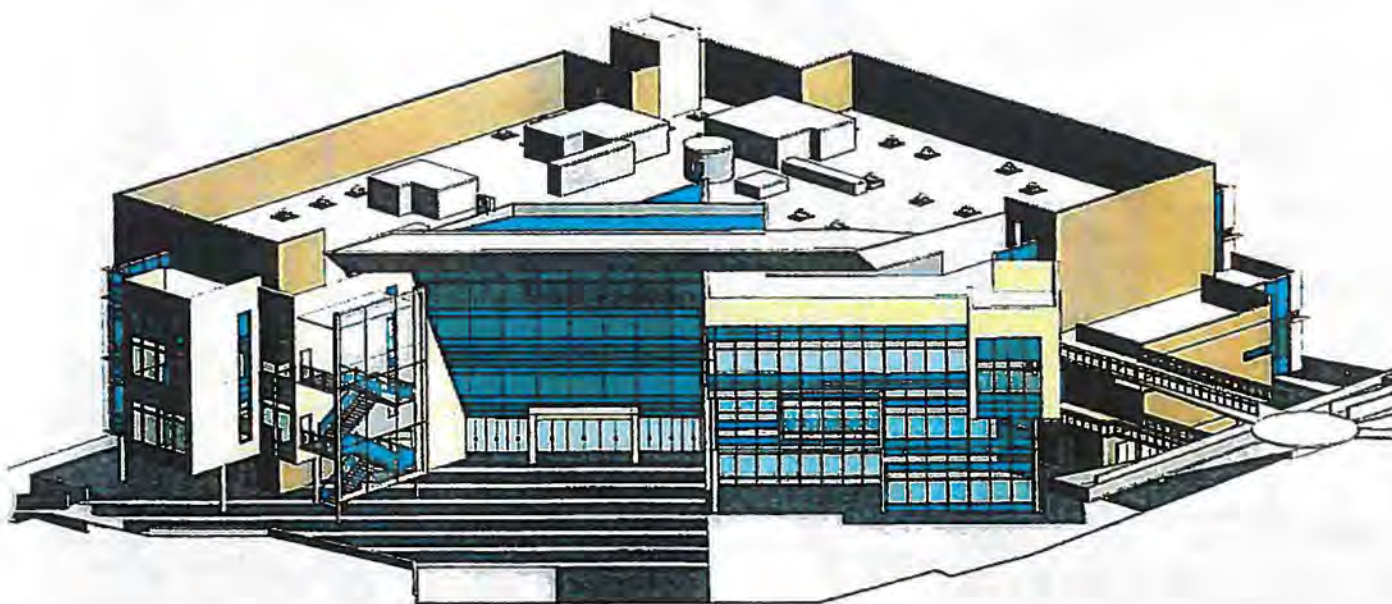
His responsibilities will include:

- Author of the BIM Execution Plan

- Schedule and chair BIM Coordination meetings
- Coordinate the completion of BIM deliverables
- Validate all subcontractor models are compliant with existing BIM model
- Serve as model manager for the coordination with architect's BIM model

In addition to the responsibilities outlined in the RFP, Nicholas will:

- Ensure established procedures are upheld by team members
- Ensure identified objectives are achieved
- Verify COBIE data is properly obtained and formatted
- Interface with Campus Facilities Management group to customize the development of BIM empowered FM tools
- Serve as a technical resource for those involved in the BIM process



ADDITIONAL ROLES AND RESPONSIBILITIES

Trades classified as a 1st Tier participant have the following responsibilities:

- All standards and procedures listed in the BIM Execution plan are to be strictly observed in the development of system models.
- Each 1st Tier trade will be represented by both a model detailer and a project foreman in coordination meetings.
- 1st Tier trades will be required to develop their shop drawings from a model platform and incorporate those models into the composite file for comprehensive coordination.
- 1st Tier trades are required to maintain their models in an as-built status. They are to make appropriate modifications to capture any field variance.

Trades classified as a 2nd Tier participant have the following responsibilities:

- Develop shop drawing models in accordance to Project Standards.
- 2nd Tier trade is required to have model detailer in attendance for each coordination session in which their respective system is being addressed.
- Each 2nd Tier sub will be required to submit models which represent as-built conditions.

Trades classified as a 3rd Tier participant have the following responsibilities:

- Participate in coordination sessions upon request.
- Validate models representing their respective systems.

OBJECTIVES TO BE MET

We will meet and exceed every objective outlined in the RFP in regards to BIM.

- Develop an open and shared standard for BIM process
- Define BIM modeling and analysis requirements

- Facilitate a collaborative project environment between all parties from inception to completion

- Use BIM as an information and communication tool

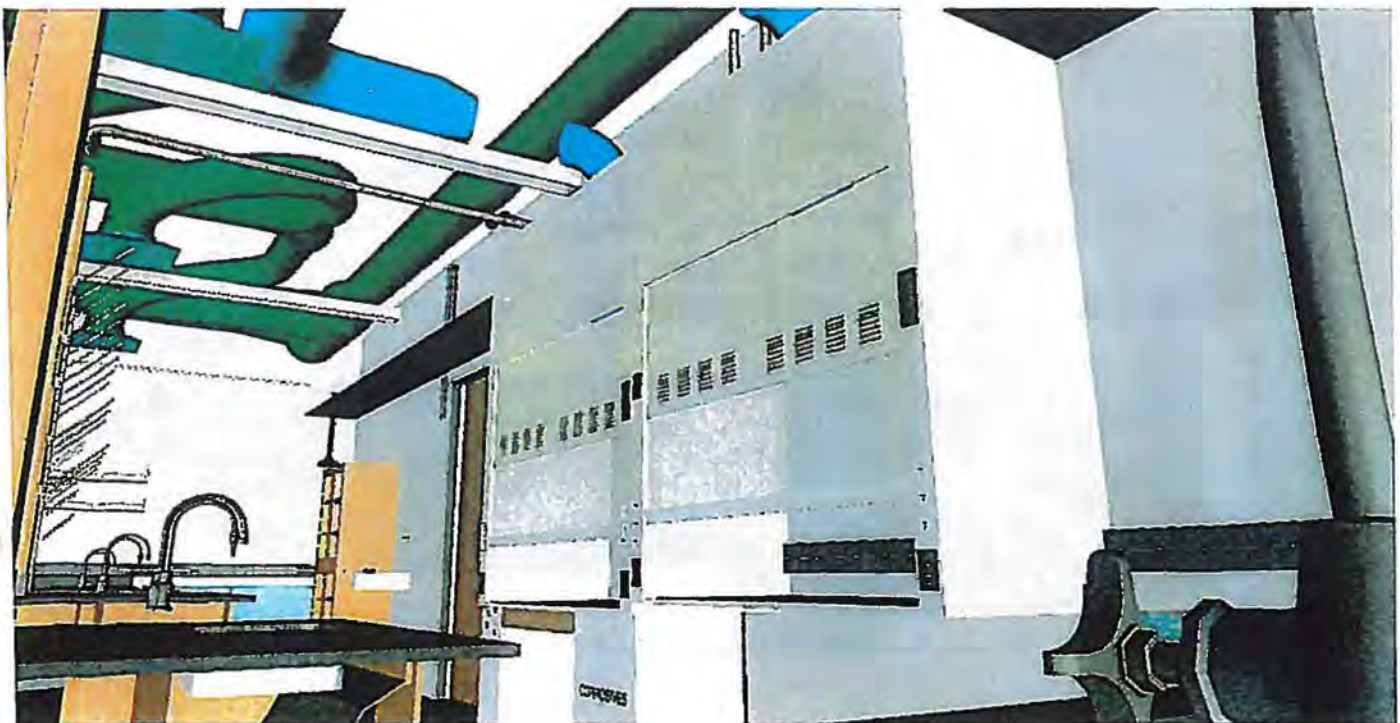
- Improve system coordination and the execution of design intent in the field to streamline construction processes and minimize the need for changes

- Enable the long term viability and usage of the BIM database through facilities management applications

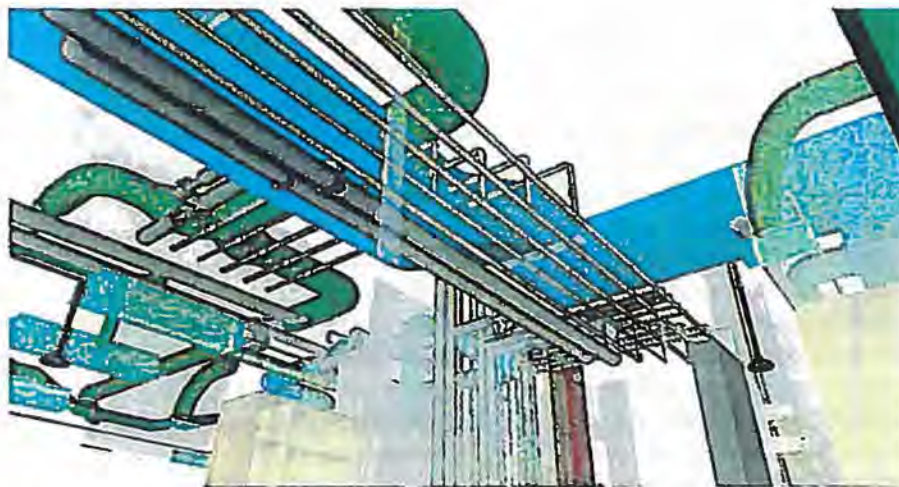
- Incorporate as-built BIMs, including infrastructure and building systems, in to District-wide Geographical Information System

- Collaborate with District-Wide Facility Management to incorporate as-built information into facility management tools and software

C.W. Driver is confident that we will be able to greatly enhance the design and building process with critical information derived from the BIM



platform. We look to facilitate success in each aspect of the Project through the implementation of highly effective communication. BIM is one of the tools which will empower us to do so. We are especially excited about implementing some of our proprietary systems to create innovative solutions to Facilities Management needs. Our key objective through the BIM process is to empower those making critical decisions with timely, accurate information. We are confident these decisions will lead to a successful project delivery for all involved.



KICK OFF MEETING AGENDA

1. Introductions of Team Members

- a. Above all, set the foundations of a relationship of interdependence and trust. Latency is the enemy of productivity and should be removed from every situation we encounter as a team.
- b. Continue to build upon this relationship by making and keeping commitments.

2. Review of the current model status

- a. It is always a sound practice to address where we currently are before determining where we need to be going.
- b. Design team to showcase their efforts and convey the "sacred" items which must be retained throughout construction coordination, i.e. ceiling heights, architectural features.

3. Downstream Model Use

- a. We want to be able to find out what the Facility Management team would like to be able to do with the model. Suggest other functions they may not have considered.

- b. By understanding their intentions, we can prepare to provide those features or a valued portion. If we don't plan for them from the start, we can't expect them at the conclusion of this process.

4. Rules of the Sandbox

- a. Establish a file transfer and posting protocol
- b. Establish file naming conventions
- c. Establish elevations for model sectioning
- d. Establish COBIE best practices
- e. Establish coordination environment - Big Room sessions, weekly meetings, web-based collaborations

5. Coordination Schedule

- a. The BIM coordination schedule is contingent upon the procurement schedule which in turn drives construction. We need to back out from the date that a system and all its dependents must be installed, to the date they need to be ordered, then to the date their submittals must be approved, and lastly to when the submittals (shop drawings) must be developed. In most cases, we can't start coordination soon enough.

- b. Establish the milestone BIM coordination schedule.

6. Conclusion

- a. Things we've taken away from this meeting as a positive
- b. Things we should change

4D SIMULATION

We have provided an add alternate for this service. We are fully capable of providing 4D simulations as we have done on numerous occasions, however, we suggest the project team utilize this tool in situations where it provides the most value to the project. It has been our experience that simulating the overall construction schedule from a bird's eye perspective does very little to convey the true construction schedule. Initially, model elements are depicted in sequence, but once the exterior skin has been installed the interior finishes are hidden and of no further use.

ITEMS OF CLARIFICATION

The RFP states "End deliverables required must be provided in a native Revit file, dwg and IFC". In order to create native Revit files, all shop drawing models must be created within Revit. There are benefits from a universal authoring tool, but we

BIM EXECUTION PLAN

also see this as a potential challenge. Revit is a solid authoring platform for architectural systems, but currently lacks the family libraries needed to create detailed mechanical, electrical, and plumbing models. Furthermore, very few subcontractors have made the investment and transition to the Revit platform. By requiring Revit deliverables, we will severely limit the field of subcontractors which are able to bid and participate in the project. We suggest this requirement be assessed further and the added value of requiring exclusively Revit be weighed against the potential risk to project participation, cost control, and model quality.

CONCLUSION

Our BIM efforts will be tailored to fit the needs of the project. We plan on implementing a three phased approach to our BIM efforts on this project.

Preconstruction: In this phase we will work closely with the design team to review their models for major issues

and constructability. We will use BIM to enhance our communications with our Subcontractor base to ensure that all scopes of work are adequately covered and to pacify any preconceived apprehensions which may exist because of the complexity of the design. We anticipate significant savings by removing uncertainty from our bidders. The preconstruction phase will also see the development of logistics and crane studies, automated quantity take-offs, schedule simulations, and several other BIM driven assessments.

Construction: The construction phase of our BIM approach will be an intensive mixture of systems coordination and installation verification. We have developed several proprietary tools which enhance the efficiency and accuracy of our coordination efforts. C.W. Driver's BIM department will orchestrate and execute the BIM coordination on this project; we feel this process is too imperative to the success of the overall

project to subjugate to one of our subcontractors or a consultant. Upon full completion of the coordination, we will be using a series of systematic assessments to ensure materials and systems have properly been installed. We require all of our subcontractors participating in the BIM efforts to maintain their system models in an as-built state.

Close-Out: In conjunction with the close-out process of the project, C.W. Driver will deliver the record models which represent the completed project. Linked to these models will be all of the submittal data which traditionally is compiled in paper form and placed in binders, only we will embed it all in digital form. Based on the Client's preference, we can provide an iPad interface from which all of the data can be accessed and/or in a desktop platform. These deliverables will be in addition to the COBIE Worksheet which will contain similar data.



Contact	Email	Category	Company	Phone
Mr. Walt Rice	wrice@socccd.edu	Owner	South Orange County	949-582-4678
Mr. Brian Dougherty	briand@ddarchitect.com	Architect	Dougherty & Dougherty Architects, LLP.	714-427-0277
Mr. Nick Zent	nzent@cwdriver.com	Consultant	C.W. Driver, Inc.	909-945-1919
Linda Sandusky	lsandusky@hfinc.com	Civil Engineer	Hall & Foreman, Inc.	714-665-4500
Mehran Pourzanjani	mehran@saifulbouquet.com	Structural Engineer	Saiful Bouquet Structural Engineers	949-250-2911
Quemars Mazloomian	qmazloomian@ttcorp.com	Mechanical Engineer	TMAD Taylor & Gaines	714-490-5555
Quemars Mazloomian	qmazloomian@ttcorp.com	Electrical Engineer	TMAD Taylor & Gaines	909-477-6915
Quemars Mazloomian	qmazloomian@ttcorp.com	Plumbing Engineer	TMAD Taylor & Gaines	714-490-5555
Robert Stone	rstone@nuvis.net	Landscape Engineer	Nuvis	714-754-7311
Glen Berry	glenberry@designforscience.com	Consultant	Design for Science	760-598-7333

BIM Coordination Kick-Off Meeting

Saddleback Science Center

Introduction

- A. C.W. Driver
 - 1. CWD Project Manager,
 - 2. CWD BIM Director, ...
- B. Disciplines
 - (Architecture)
 - 1. (Structural)
 - 2. (Mechanical)
 - 3. (Electrical)
 - 4. (Plumbing)
 - 5. (Fire Protection)...

Overview

The BIM coordination process is a collaboration of C.W. Driver's project team, relevant subcontractors/prime contractors, the architect and engineers. The goal is to identify and resolve issues that would eventually become obstacles during construction resulting in schedule impacts, increased project costs and decreased contractor productivity. The time invested upfront for BIM coordination is offset by increased productivity during installation, fewer conflicts, and minimal schedule impacts.

Software

Once the software package has been defined, no change to the software choice can be made. No upgrades or downgrades are permissible.

Revit Suites Version 2012

CADMech Version 2012

CADPipe Version 2012

Navisworks Manage version 2012

Navisworks Freedom version 2013

Process

- All drawing software needs to export 3D models (that are Navisworks compatible) in order to utilize Navisworks to identify all issues. All drawings shall also have gridlines embedded in them in a special layer.
- All participants will upload their latest drawings to their respective Box directories every Friday by COB. This will enable other Trades to access the most current files between meetings.

BIM Coordination Kick-Off Meeting

Saddleback Science Center

- All participants will submit their respective model files to C.W. Driver per the dates laid out in the coordination schedule. C.W. Driver will then download and integrate the latest files into Navisworks Manage. C.W. Driver will also highlight and identify all of the current issues while grouping/removing all duplicate clashes.
- All issues to be pre-marked before meeting starts and an xml report is to be posted on the ftp site.
- Immediately following the meeting, an Excel Clash Report and a NWD will be produced that documents the assignments and responsibilities made in the coordination meeting. All trades must download both the Excel Clash Report and NWD and review the assignments. Failing to do so may result in a **\$10,000** penalty on the fault of the contractor.
- While integrating the changes/solutions discussed in the coordination meeting, each contractor shall make adjustments within the context of the model and other trades. Blindly adjusting one's model will only cause additional clashes within the model. This is not acceptable and wastes the time of everyone involved.
- It is highly recommended that if clashes arise mid-week (between two coordination meetings), that the two offending trades coordinate their work before arriving to the next coordination meeting.
- Once all clashes have been resolved for each floor or area, all trades will counter sign each other's drawings and one master coordination set confirming acceptance.
- Establish method of communication and routing of correspondence
 - a) Order of Priority
 - i. Large Ductwork (Trunks) / Sloped Gravity Lines
 - ii. Ductwork / Piping / Fire Sprinkler Mains / Electrical Main Feeders
 - iii. Fire Sprinkler Laterals / Drops
 - iv. Branch Conduits
 - v. These priorities may change given limiting field conditions, aesthetics due to open ceiling areas, or other coordination/aesthetic issues.
 - b) All dampers, valves, instruments, etc. must be positioned in a manner that allows the appropriate access and must be easily accessible from the interstitial or by a ladder at an elevation close to the ceiling. Items not accessible within reason will be relocated at the installer's expense.
 - c) Each discipline to identify any shutdown of an existing system (or impact to an occupied building) required for their scope of work. Provide exact tie-in location, type and shutdown duration.
 - d) Lines smaller than 1" (i.e., conduit) may be modeled a week or two after the other systems have completed their modeling. This will allow the 1" lines to weave through these systems.

Naming Conventions

SCSB_Discipline_LVX

BIM Coordination Kick-Off Meeting

Saddleback Science Center

Project Coordinates

X,Y,Z (0,0,0) =

Schedule

Coordination Meetings – **Weekday, Time**, GoToMeeting

Coordination Milestones / Schedule

All dates are strict milestones and must be met in order to account for shop drawing submittal review, fabrication, delivery, and arrival on site without impacting the Project Schedule.

THIS IS A TEAM EFFORT. If one trade does not meet any given milestone, this will hold up all the other trades from getting sign-off on their shop drawings.

BIM Coordination First Look:

Ceiling and Structural busts.

INTERNATIONAL COOPERATION IN THE FIGHT AGAINST CORRUPTION

— 2004 —

CHAPTER 1

INTRODUCTION

1.1

1.2

1.3

1.4

1.5

1.6

1.7

SOUTHERN ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
SADDLEBACK COLLEGE SCIENCE BUILDING
EXHIBIT "J" – MEP COORDINATION & BIM MODELING

OCTOBER 08TH, 2013

I. INTRODUCTION

1. Purpose: The purpose of the 3D MEP Coordination Process, hereinafter referred to as the Coordination Process, is to simplify one of the most complex aspects of the project, ultimately improving the entire project delivery. Through the implementation of Building Information Modeling (BIM) technologies, C.W. Driver intends to enhance communication, increase productivity, and maximize efficiency of the subcontractors involved. Such efforts require extensive amounts of planning, communication and teamwork. By establishing a set of fundamental guidelines, we believe the basis is laid to accomplish our objectives.
2. Coordination Participants: Subcontractors who are required to fully participate in the Coordination Process, hereinafter referred to as the Coordination Team consists of the following subcontractors:
 - a. Structural Steel
 - b. Metal Decking
 - c. Glass & Glazing
 - d. Plaster
 - e. Framing
 - f. Drywall
 - g. Curtain Walls
 - h. Hardi Panels
 - i. Casework / Lab Equipment
 - j. Fire Protection
 - k. Plumbing
 - l. HVAC
 - m. Electrical

Participant subcontractors are to follow approved procedures in the development of information models for their respective scopes of work. In addition to the above listed subcontractors, the Coordination Team will also include, as needed, the Project Architect, the architect's Consultant Engineers, and the Owner's Representative. The Coordination Process is directed and led by C.W. Driver.

Unless deemed necessary, trades other than those listed above are not required to provide 3D models for the virtual Coordination Process, unless specifically invited to do so by CW Driver. However, C. W. Driver may solicit information from other trades for incorporation into the model, and information obtained

MEP COORDINATION AND BIM MODELING
PAGE 2 OF 5

from the Coordination Process will be made available to subcontractors involved in the project, as changes will likely impact various trades.

3. BIM Coordinator: Subcontractor shall designate a single individual within its organization to act as its BIM Coordinator. This individual shall be a single point contact with Subcontractor for all matters related to the Coordination Process, and shall have full knowledge and authority to manage the Coordination Process within Subcontractor's organization and to make all decisions necessary to successfully complete the process and attain the intended objectives. Subcontractor's BIM Coordinator shall attend all coordination meetings and may not be replaced without Contractor's acknowledgement and approval of replacement.
4. Costs: Costs incurred related to software licenses, hardware equipment, modeling, drafting, transmission, submittal, meetings, etc. for the Coordination Process shall be the obligation of the Subcontractor and are included in the subcontract. The subcontractors involved in the virtual Coordination Process shall list the cost associated to this effort in the Schedule of Values as a separate line item.

II. MODEL SUBMITTAL SCHEDULE

1. Model Preparation: Subcontractors shall develop 3D models which accurately represent their respective scopes of work. The timeline for development of the 3D models shall be in accordance with the project schedule and shall begin adequately in advance of planned dates for fabrication and installation to allow for simultaneous coordination and analysis of all building systems. The success of the Coordination Process requires that all models be submitted such as to provide sufficient time for coordination, revisions, re-submittals, procurement, and fabrication for the trade with the longest lead time and earliest install date. Therefore, some trades will be required to submit a model much earlier than their own lead times or install dates might dictate.
2. Phasing: The Coordination Process will be broken down into phases by area, level, zone or other organizational unit as directed by Contractor. Subcontractors must develop and submit models to match the schedule logic of the project and sequencing of coordination. Please refer to the project schedule for further information.

III. BACKGROUND/TEMPLATE DRAWINGS

1. Architects Backgrounds: The Project Architect will furnish to C.W. Driver, and/or its subcontractors, model files (reference drawings) for use in developing 3D coordination drawings. All subcontractors receiving background files shall be required to sign a disclaimer stating that all such electronic files are to be used at the subcontractor's own risk, and confirming that the subcontractor will

MEP COORDINATION AND BIM MODELING
PAGE 3 OF 5

indemnify and hold harmless C.W. Driver, and the architect and consultants for any losses that result from discrepancies in the model.

2. Subcontractor Responsibility: Reference drawing files are not Contract Documents. It is incumbent upon subcontractors receiving reference drawing files to verify their accuracy against the Contract Documents. In the event of a discrepancy or conflict, the Contract Documents shall supersede and take precedence. If reference drawings are not made available to subcontractors, for any reason, or if reference drawings are determined to be unsuitable for modeling of Subcontractor's work, Subcontractor shall still be responsible for producing an accurate 3D model of its scope. Under such circumstance, all efforts will be made by the subcontractor to obtain information to facilitate additional drafting.

IV. MODEL QUALITY AND FITNESS FOR PURPOSE

1. Quality Control: Each subcontractor participating in the Coordination Process is required to coordinate their scope of work with the work of all other trades in the development of the 3D model. The subcontractor shall check and provide quality control over the work of its draftsmen so that the 3D model accurately represents the design intent as it will be installed in the field to function properly in a fully-integrated system that meets all applicable building codes and requirements of the authority having jurisdiction over (AHJ) of the project (e.g., OSHPD, Fire Marshall, ADA, etc.)
2. Outside Drafting Consultants: Subcontractors electing to utilize an outside consultant to assist in preparing its 3D model for the Coordination Process, shall submit a resume of qualifications and references of the proposed consultant for C. W. Driver review and approval. Use of such a consultant shall not relieve Subcontractor of responsibility for the quality, accuracy and timeliness of its model preparation. Such consultant shall work at the direction of Subcontractor's BIM Coordinator, who shall attend all meetings. Subcontractor shall be responsible for all costs resulting from use of consultants.
3. C.W. Driver Right to Reject: C. W. Driver reserves the right to reject any model that is inaccurate, improperly formatted, or otherwise deemed unfit for its purpose. The subcontractor shall bear all cost resulting from the subcontractor's model correction and re-submittal, including expediting premiums. If the subcontractor fails to provide an accurate model per the project schedule requirements, C.W. Driver reserves the right to prepare suitable model on the subcontractor's expense.

V. COORDINATION PROCESS

1. C.W. Driver will act as or designate an Information Manager for the duration of the Coordination Effort. The Information Manager will run clash detections,

MEP COORDINATION AND BIM MODELING
PAGE 4 OF 5

develop and distribute clash reports to all members of the Coordination Team, and notify all Coordination Team members of all model updates.

2. As members of the Coordination Team subcontractors shall provide the Information Manager with the proper electronic format of their 3D model for clash detection. Subcontractors are required to acknowledge and address conflicts identified within the clash report prior to the next coordination meeting and develop discrepancy reports.
3. All Coordination Team members shall attend regular coordination meetings (with C.W. Driver and the other trades) to review conflicts and the discrepancy report, and to jointly develop conflict solutions. These meetings will be held weekly, or as needed, at the discretion of C.W. Driver. All parties will provide competent personnel to address and resolve conflicts, including any cost/schedule implications they may incur.
4. Subcontractors shall implement the solutions in a revised model to be resubmitted to C.W. Driver. C.W. Driver holds the right to determine whether a conflict or discrepancy has sufficiently been resolved. Subsequent Clash Reports will reflect such resolutions.
5. Once the Coordination Process has developed a list of needed changes (clashes) and the appropriate modification has been determined, the Information Manager will distribute a report. Subcontractors are to complete the required modifications and upload the most current version of their 3D models within the allotted time frame. Subcontractors will notify the appropriate members of the coordination team each time amended files have been uploaded.
6. Subcontractor shall work collaboratively with all members of the Coordination Team and coordinate their individual model with others to provide the best possible combined installation. Subcontractor expressly acknowledges that best solution to such conflicts may not be the one that is most cost effective to his scope of work.
7. All 3-D models will clearly identify materials to be installed including but not limited to anchors, embedments, miscellaneous iron, supports, bracing, cast-in place curbs, block-outs, etc. Subcontractors must also identify elements required for proper installment of their own work that will be provided by other subcontractors.
8. The model shall allow for printable shop drawings, including dimensions and location of specific trade elements.

MEP COORDINATION AND BIM MODELING
PAGE 5 OF 5

9. Subcontractor shall identify on its shop drawings any elements of work of other subcontractors, which may not be installed until the final pieces of their own work are installed.
10. Upon completion of the Coordination Process, Subcontractor shall submit final shop drawings for its work, reflecting the results of space coordination with the other Subcontractors. Provide offsets as required to maintain required clearances.

VI. FILE TRANSFER:

- I. All data shall be transferred electronically via C.W. Driver's Box site. Access information will be provided to each member of the coordination team by C.W. Driver. Original background models will be posted for download and reference, and changes to those files will be posted in the directories labeled with the date of the data contained therein. Each subcontractor is to upload their respective models to a pre-designated directory. In order to ensure that the most current information is being utilized, it is crucial that all directories are labeled with the date of the files they contain. Subcontractor shall follow file naming protocols as established by C. W. Driver.

VII. Project Hierarchy

- I. C.W. Driver will establish a coordination hierarchy to determine which trade has precedence when resolving clashes. In general, the component which presents the least significant impact to cost and time shall be modified to accommodate the more static elements. Exceptions may be made through C.W. Driver's approval.

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3. The third part is a letter from the

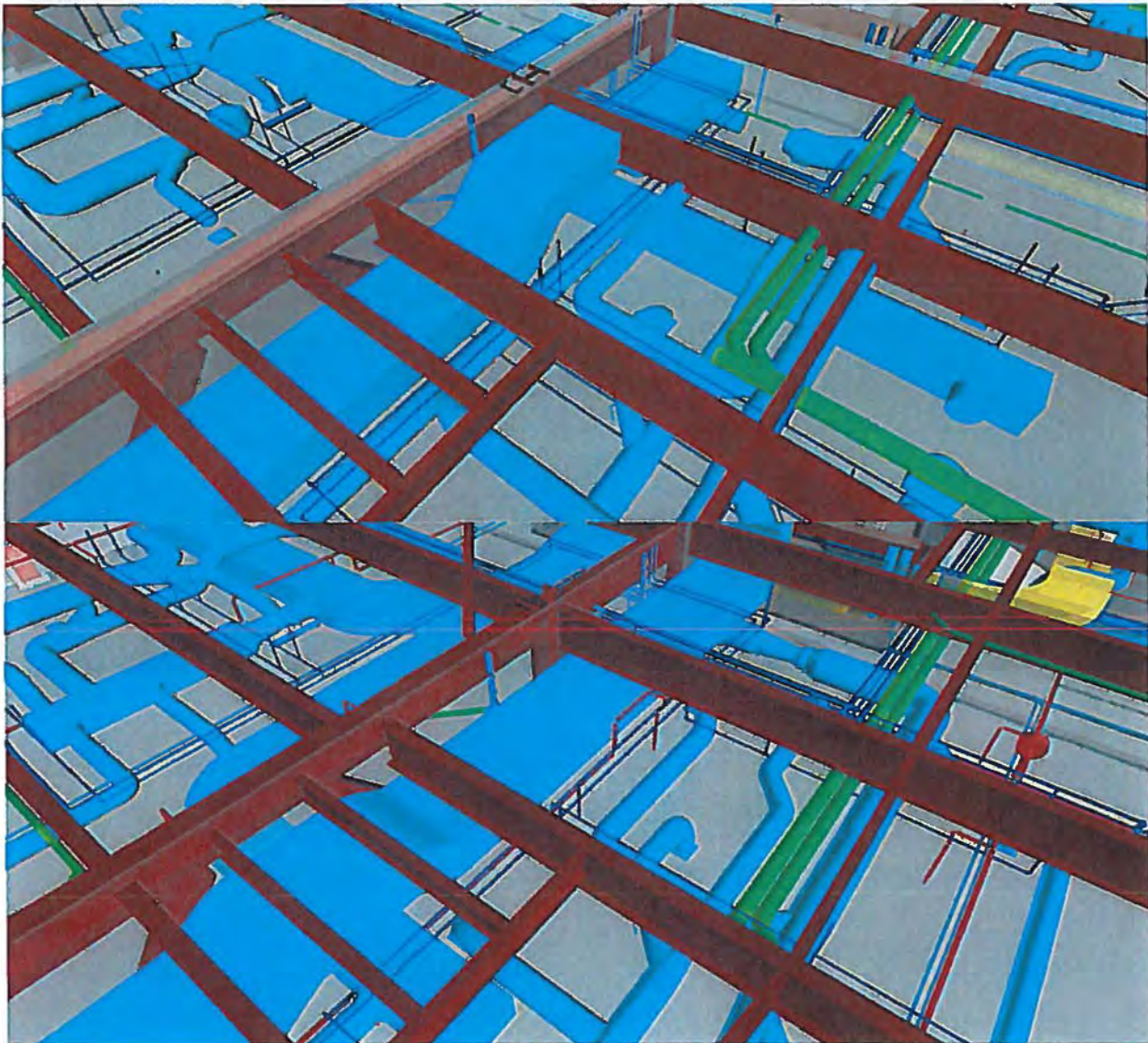
4. The fourth part is a letter from the

5. The fifth part is a letter from the

6. The sixth part is a letter from the

Preconstruction BIM Narrative

The purpose of BIM during preconstruction is to involve the architect and engineers early so that major conflicts that require their attention can be addressed and resolved prior to issuance of RFI's during the construction process. During our BIM preconstruction coordination we were able to identify and resolve many constructability issues between the MEP systems and structural steel, MEP systems not fitting in the interstitial space, and key MEP components conflicting with each other. Through the collaborative BIM coordination process the Project Team has saved time and minimized future potential delays to the construction of the Science's building. See below examples:



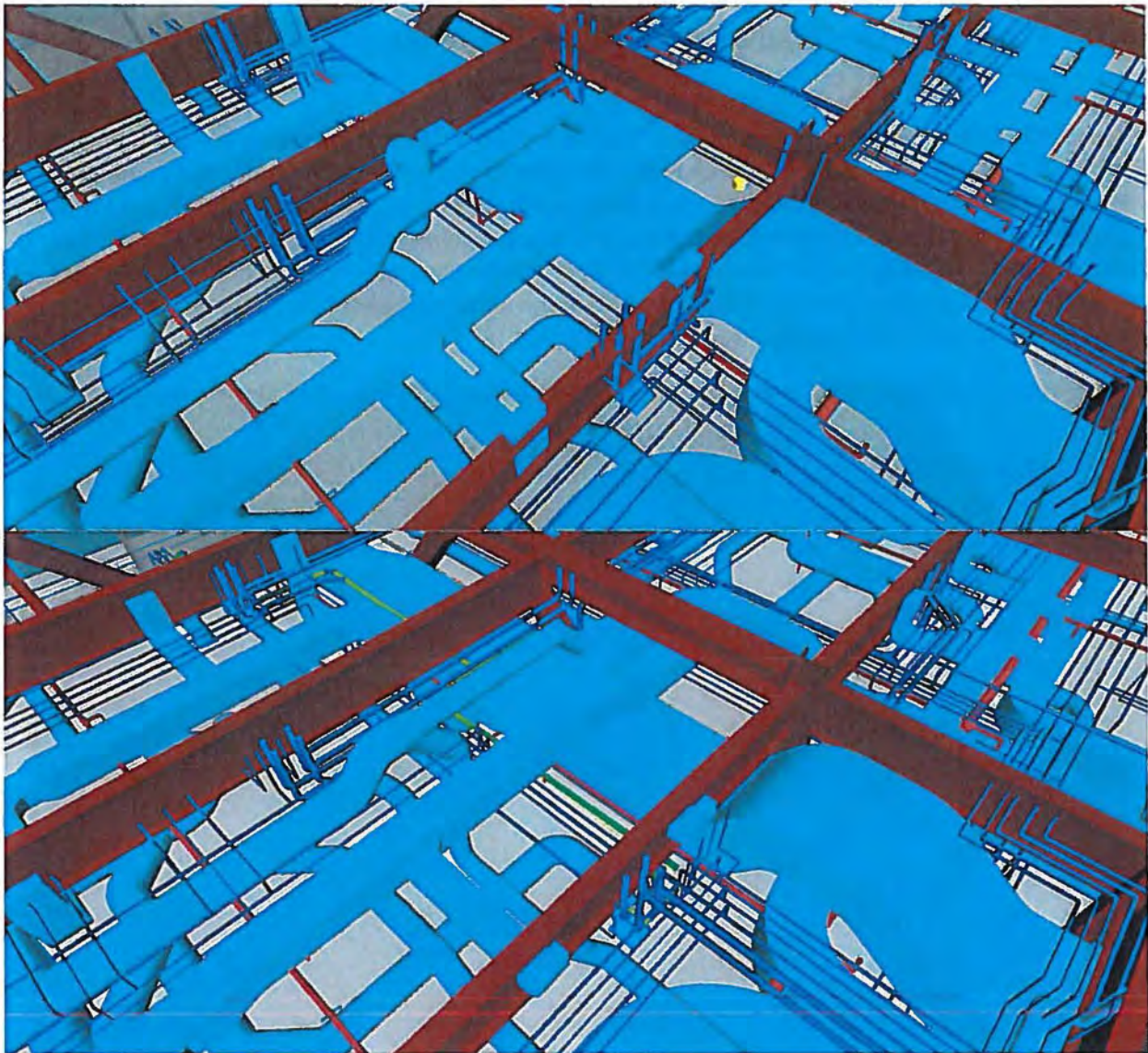


EXHIBIT "L"

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

This Escrow Agreement is made and entered into, as of _____, 20_____, by and between South Orange County Community College District, whose address is 28000 Marguerite Parkway, Mission Viejo, CA 92692 hereinafter called "DISTRICT;" _____, whose address is _____, hereinafter called "Contractor;" and, _____, whose address is _____, hereinafter called "Escrow Agent."

For the consideration hereinafter set forth, the DISTRICT, Contractor, and Escrow Agent agree as follows:

(1) Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by DISTRICT pursuant to the Agreement entered into between the DISTRICT and Contractor for _____ in the amount of _____, dated _____

(hereinafter referred to as the "Agreement"). Alternatively, on written request of the Contractor, the DISTRICT shall make payments of the retention earnings directly to the Escrow Agent. When the Contractor deposits the securities as a substitute for retention earnings, the Escrow Agent shall notify the DISTRICT within ten (10) days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Agreement between the DISTRICT and Contractor. Securities shall be held in the name of DISTRICT, and shall designate the Contractor as the beneficial owner.

(2) The DISTRICT shall make progress payments to the Contractor for those funds which otherwise would be withheld from progress payments, provided that the Escrow Agent holds securities in the form and amount specified above.

(3) When the DISTRICT makes payment of retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until the time the escrow created under this Escrow Agreement is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this Escrow Agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the DISTRICT pays the Escrow Agent directly.

(4) Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the DISTRICT. These expenses and payment terms shall be determined by the DISTRICT, Contractor and Escrow Agent.

(5) The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the DISTRICT.

(6) Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from the DISTRICT to the Escrow Agent that DISTRICT consents to the withdrawal of the amount sought to be withdrawn by Contractor.

(7) The DISTRICT shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven (7) days' written notice to the Escrow Agent from the DISTRICT of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the DISTRICT.

(8) Upon receipt of written notification from the DISTRICT certifying that the Agreement is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Agreement, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all monies and securities on deposit and payments of fees and charges.

(9) Escrow Agent shall rely on the written notifications from the DISTRICT and the Contractor pursuant to Sections (5) to (8), inclusive, of this Escrow Agreement and the DISTRICT and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.

(10) The names of the persons who are authorized to give written notice or to receive written notice on behalf of the DISTRICT and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of DISTRICT:

On behalf of Contractor:

Title

Title

Name

Name

Signature

Signature

Address

Address

On behalf of Escrow Agent:

Title

Name

Signature

Address

At the time the Escrow Account is opened, the DISTRICT and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Escrow Agreement.

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement by their proper officers on the date first set forth above.

DISTRICT

Title

Name

Signature

CONTRACTOR

Title

Name

Signature

Escrow Agent

Title

Name

Signature

EXHIBIT "M"

GUARANTEE

Guarantee for_____. We hereby guarantee that the_____, which we have installed in _____, has been done in accordance with the Project Documents and that the work as installed will fulfill the requirements included in the Project Documents. The undersigned agrees to repair or replace any or all of such work, together with any other adjacent work which may be displaced in connection with such repair or replacement, that may prove to be defective in workmanship or material within a period of one (1) year from the date of completion of the Project, ordinary wear and tear and unusual abuse or neglect excepted and in accordance with Section 10, Item L.

In the event of the undersigned's or undersigned surety's failure to commence and pursue with diligence said repairs or replacements within ten (10) calendar days after being notified in writing by the DISTRICT, the undersigned authorizes the DISTRICT to proceed to have said defects repaired or replaced and made good at the expense of the undersigned and surety who hereby agree to pay the costs and charges therefore immediately upon demand. (General Conditions Article 47(d))

Name of Contractor

By: _____
Signature of Contractor

Print Name

Title

Contractor shall provide copy of this Guarantee to Contractor's surety.

Guarantee (continued)

Name of Subcontractor
(if work performed by
subcontractor)

By: _____
Signature of Subcontractor

Print Name

Title

Representatives to be contacted for service:

Name: _____

Address: _____

Telephone: _____

EXHIBIT "N"

SHOP DRAWING TRANSMITTAL

The procedure governing shop drawing submittals is contained in the General Conditions. In addition, all Supplemental Conditions, Special Conditions and Specifications must be followed by the CONTRACTOR.

Failure to comply with all requirements will constitute grounds for return of the shop drawing for proper resubmittal. CONTRACTOR shall sequentially number each submittal.

Date: _____ Submittal No.: _____

From: _____ To: _____

Project Name: _____

This is a(n): Original Submittal _____
 2nd Submittal _____
 [] Submittal _____

Subject of Submittal:	Equipment	Specification
	Designation:	Section(s):

Complete either (a) or (b) Check One:

(a) We have verified that the material or equipment contained in this submittal meets all the requirements specified or shown (no exceptions).	
(b) We have verified that the material or equipment contained in this submittal meets all the requirements specified or shown, except for the following deviations (List deviations on an attached sheet).	

(continued on next page)

The CONTRACTOR has reviewed and approved not only the field dimensions but the construction criteria and has also made written notation regarding any information in the shop drawings that does not conform to the Project Documents. This shop drawing has been coordinated with all other shop drawings received to date by CONTRACTOR and this duty of coordination has not been delegated to subcontractors, material suppliers, the ARCHITECT, or the engineers on this Project.

Signature of Contractor or
Supplier

EXHIBIT "O"

INCLUSIONS, CLARIFICATIONS, EXCLUSIONS

**SOCCCD - Saddleback College Sciences Building
GMP Proposal
Inclusions, Clarifications and Exclusions
October 16th 2013**

CLARIFICATIONS

	Pricing is based on the start of construction on or before 11/15/13
	Pricing is based on documents as listed in Exhibit A.
	C.W. Driver's price is based on mutually agreed contract terms included in the Sub Lease, Site Lease and the Construction Services Agreement.

EXCLUSIONS- The Following Items are Excluded

1	Testing and Inspection fees including costs for inspections and subsistence beyond local geographical area unless due to Contractor negligence.
2	Utility usage costs. Power and water to be provided by the Owner
3	Relocation, removal or repair of unforeseen utilities and other unforeseen conditions, unless specifically indicated on the construction documents.
4	Handling or removal of hazardous or toxic materials.
5	Any underground obstructions, structures or contaminated soils, other than what is included in the Contract Documents.
6	Spray applied fireproofing (Not Applicable for this project)
7	Furnishings, fixtures and equipment (FF&E) unless specifically indicated.
8	Warranties greater than 1 year unless specifically indicated within each trades specifications.
9	Removal and reinstallation of existing equipment unless specifically called for on the documents. (central plant)
10	Archeologist, Paleontologist, Biologist, or Entomologist services.
11	Window washing systems or arrangements
12	Exclude 3rd party certified payroll consultant
13	Architect / District Site Office
14	All Permits except hauling
15	Sound walls / blankets for noise mitigation are excluded.
16	4D BIM Services not included (Model / Schedule Coordination).

GENERAL CLARIFICATIONS:

1	Attached quantities break down / scope of work is parametric in nature and Estimate is parametric in nature and not to be used for change order purpose
2	GMP pricing is secured through December 6th 2013.
3	GMP pricing reflects the Contract Documents per Exhibit "A".

**SOCCCD - Saddleback College Sciences Building
GMP Proposal
Inclusions, Clarifications and Exclusions
October 16th 2013**

TRADE SPECIFIC CLARIFICATIONS AND EXCLUSIONS:	
Earthwork	
1	Over-ex / Backfill shall be generated with the blending and mixing of on-site soils and does not include import. Import of select fill soil is excluded from the GMP.
2	Suitable fill will be generated through the mixing / blending of on-site soils at the adjacent lot 5. Soils engineer will be onsite during select fill / mining operations.
3	Current pricing includes the removal of all Soil export to the Driving Range and shall include no plant refuse, bolders, and debris.
4	All trucking to be done on Saturdays from 7:00AM to 8:00PM per District direction
5	Rock blasting / breaking / crushing is excluded.
6	Undercut / Import of certified material below grade-beams and pile caps is excluded.
7	Assumes existing subgrade beneath areas receiving new paving is suitable and will be scarified to a depth of 8" per direction of the soils engineer. Overex of the existing subgrade is not included.
8	Export of the excess soil to the Driving Range includes the dump, spread and rolling of the export over the existing grass / grades. Scarification and removal of grass is excluded. Resulting surfaces will meet 85% Compaction requirement.
9	Per exhibit "H" Lot 5 will be used as the Contractor's staging / laydown area
Drilled Concrete Piers	
1	Excludes Delay and obstruction drilling for man-made obstructions and soil classification changes.
2	Hand cleaning of shaft bottoms is excluded.
3	Per Soils engineer existing soils should not require casings or polymer pile and as such are excluded. However drilling mud is included if needed.
4	Pile drilling and placement will be during daylight hours due to safety considerations.
Concrete	
1	A007 Detail E6 - Exclude 1/8" Machine routed corners and edges. However concrete edges will be chamfered.
2	Sacking is included only for architecturally exposed concrete walls. Sacking of curbs and other surfaces is excluded.
Flooring	
1	Fluid applied vapor control membrane is applied at the first floor slab on grade only. Vapor control membrane is excluded for elevated decks.
Green house	
1	An allowance of \$70,000 is provided for the existing Science Building Greenhouse renovations.

SOCCCD - Saddleback College Sciences Building
GMP Proposal
Inclusions, Clarifications and Exclusions
October 16th 2013

TRADE SPECIFIC CLARIFICATIONS AND EXCLUSIONS:	
Plumbing	
1	Water used for flushing piping systems will be flushed to sewer within buildings.
2	Includes a one time rental of the bottled gases for the Science Building operation.
3	Water and gas meters are excluded
HVAC	
1	The fire wrap material called out for on Mechanical detail on M504-3 is no longer available. This detail will be installed using a single wrap 2 hour rating per code.
2	Code upgrade of existing utilities if required as well as all utility fees are excluded
5	Third party acoustical analysis is excluded.
Electrical	
1	AT&T cabling relocation by others
2	District will secure all required S.C.A.Q.M.D. approvals for generators including all submittal costs
3	Temporary generator or backup generator of any existing loads during Medium Voltage shutdowns for connections for new 15kv cabling to existing power sources at MH#7 as shown on drawing E101 is excluded. Shutdowns will be accomplished off-hours in order to minimize interruptions to the campus.
4	"Blue phones" are excluded
5	Code upgrade of existing electrical conditions is excluded.
6	Public Address system equipment is excluded
7	VOIP equipment is excluded
Lab Casework	
1	Maximum height of tall cabinets carcass is 95" for all cabinets called out as 96" tall.
2	FSC chain of custody materials is excluded.
3	Fume hood field testing includes using Nitrous Oxide in place of SF6 for the ASHRAE trace gas test.
4	Biosafety Cabinets field testing includes using Nitrous Oxide in place of SF6 for the ASHRAE trace gas test.
5	Any requirements included in Glen Berry's Lab Sketchbook that are not shown on the Contract Drawings, are excluded.

**SOCCCD - Saddleback College Sciences Building
GMP Proposal
Inclusions, Clarifications and Exclusions
October 16th 2013**

TRADE SPECIFIC CLARIFICATIONS AND EXCLUSIONS:	
Structural Concrete	
1	Curing of all concrete shall be done with a spray-on liquid membrane cure (no water cure, cure blanket, etc.)
2	Underpinning of existing work not included in the Contract Documents is excluded. Any questionable areas of concern will be brought to the immediate attention of the Soils engineer.
Landscape	
1	Repair, relocation, replacement and / or maintenance of existing landscape and irrigation outside the limits of work is excluded unless the damage is due to the negligence of the Contractor.

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Board Policy Revision: BP-136: Minutes of the Board of Trustee Meetings, BP-158: Political Activity, BP-4085: Holidays, BP-5230: Athletics

ACTION: Review and Study

BACKGROUND

Board policies and administrative regulations are periodically reviewed to ensure that they are satisfactory, meet the District's needs, and are in compliance with current laws and regulations.

STATUS

Four board policies are presented to the Board of Trustees for "Review and Study." The new language and amendments to the board policies were reviewed and revised by the District's Board Policy and Administrative Regulation Advisory Council and includes collegial consultation with the Academic Senates, pursuant to Title 5 Section 53200 et. seq.

Legal counsel has been involved throughout the review process. The proposed policies were presented to the Chancellor's Council on October 17, 2013 for review and recommendation to the Chancellor.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees accept for review and study the board policies, as shown in EXHIBITS A through D.

BOARD POLICY

136

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

BOARD OF TRUSTEES

MINUTES OF THE BOARD OF TRUSTEE MEETINGS

The Chancellor shall cause minutes to be taken of all meetings of the Board. The minutes shall record all actions taken by the Board. The minutes shall be public records and shall be available to the public. If requested, the minutes shall be made available in appropriate alternative formats so as to be accessible to persons with a disability.

The minutes shall also record names of those members present, all motions, name of those making and seconding motions, and votes.

Reference:

Education Code Section 72121(a);

Government Code Section 54957.5

Adopted: 8-27-07

Revised: 6-17-13

Review Only

Page 1 of 1

BOARD POLICY

158

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

BOARD OF TRUSTEES

POLITICAL ACTIVITY

Members of the Board of Trustees shall not use District funds, services, supplies or equipment to urge the passage or defeat of any ballot measure or candidate, including, but not limited to, any candidate for election to the governing board.

Initiative or referendum measures may be drafted on an area of legitimate interest to the District. The Board may by resolution express the board's position on ballot measures. Public resources may be used only for informational efforts regarding the possible effects of District bond measures.

Reference:

*Education Code Sections 7054.1; 7056;
Government Code 8314*

BOARD POLICY

4085

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES

HOLIDAYS

~~Holidays for all employees not covered by a collective bargaining agreement shall be those holidays designated in the California Education Code and those additional days authorized by the Board of Trustees.~~

Reference:

~~—California Education Code, Sections, 88203, 88205, and 88205.5~~

DELETE – REMOVE FROM BOARD POLICY MANUAL
(SEE BOARD POLICY 4306)

Adopted: 6-14-71
Revised: 6-05-72
Revised: 12-10-79
Revised: 4-10-89
Revised: 4-26-99
Revised: 1-31-05

Reviewed by BPARAC & Chancellor on 5-31-11 No Recommended Change to Policy

BOARD POLICY

5230

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

STUDENTS

ATHLETICS

The District may maintain organized athletic programs for men and women in intercollegiate athletics. The programs shall not discriminate on the basis of gender in the availability of athletic opportunities.

The Chancellor or designee shall assure that the athletic program complies with state law, the California Community Colleges Athletic Association ~~Constitution~~ (CCCAAC), and Sports Guides ~~bylaws~~, and appropriate Conference Constitution regarding student athlete participation.

Reference:

Title IX, Education Amendments of 1972;

Education Code Sections 66271.6, 66271.8, 67360 et. seq.

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Board Policy Revision: BP-3410: Nondiscrimination, BP-4012: Academic Administrators and Classified Managers Personnel Files

ACTION: Discussion/Approval

BACKGROUND

Board policies and administrative regulations are periodically reviewed to ensure that they are satisfactory, meet the District's needs, and are in compliance with current laws and regulations.

STATUS

Two board policies are presented to the Board of Trustees for "Discussion/Approval." The new language and amendments to the board policies was reviewed and revised by the District's Board Policy and Administrative Regulation Advisory Council and includes collegial consultation with the Academic Senates, pursuant to Title 5 Section 53200 et. seq.

Legal counsel has been involved throughout the review process. The proposed policies were presented to the Chancellor's Council on September 12, 2013 for review and recommendation to the Chancellor and presented to the Board of Trustees for review and study at the September 23, 2013 board meeting.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees accept for discussion/approval the board policies, as shown in EXHIBITS A and B.

BOARD POLICY

3410

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

BUSINESS

NONDISCRIMINATION

The District is committed to equal opportunity in educational programs, employment, and all access to institutional programs and activities.

The District, and each individual who represents the District, shall provide access to its services, classes, and programs without regard to national origin, religion, age, gender, gender identity, gender expression, race, ethnicity, color, medical condition, pregnancy, genetic information, ancestry, sexual orientation, marital status, physical or mental disability, or because he she is perceived to have one or more of the foregoing characteristics, or based on association with a person or group with one or more of these actual or perceived characteristics.

The Chancellor shall establish administrative regulations that ensure all members of the college community can present complaints regarding alleged violations of this policy and have their complaints heard in accordance with the Title 5 regulations and those of other agencies that administer state and federal laws regarding nondiscrimination.

No District funds shall ever be used for membership, or for any participation involving financial payment or contribution on behalf of the District or any individual employed by or associated with it, to any private organization whose membership practices are discriminatory on the basis of national origin, religion, age, gender, gender identity, gender expression, race, ethnicity, color, medical condition, pregnancy, -genetic information, ancestry, sexual orientation, marital status, physical or mental disability, or because he or she is perceived to have one or more of the foregoing characteristics, or because of his or her association with a person or group with one or more of these actual or perceived characteristics.

References:

Education Code Sections 66250 et seq., 72010 et seq., 87100 et seq.;

Title 5 Sections 53000 et seq. and 59300 et seq.;

Penal Code Section 422.55;

Government Code Sections 12926.1 and 12940 et seq.

BOARD POLICY

4012

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES~~PERSONNEL~~

ACADEMIC ADMINISTRATORS AND CLASSIFIED MANAGERS PERSONNEL FILES

Personnel records are private, accurate, complete, and permanent. Personnel records are maintained in the District Office of Human Resources.

Every Academic Administrator and Classified Management employee has the right to inspect personnel records pursuant to the Labor Code.

Information of a derogatory nature shall not be entered into an employee's personnel records unless and until the employee is given notice and an opportunity to review and comment on that information.

The employee shall have the right to enter, and have his or her own comments attached to any derogatory statement. The review shall take place during normal business hours and the employee shall be released from duty for a reasonable amount of time for this purpose without salary reduction.

With the exception of routine documents (e.g. payroll reports, status reports, etc.) or any documents generated by the employee or previously signed by the employee, any material placed in an employee's file must be signed and dated by both the employee and the individual who is requesting that the material be placed in the employee file. The employee's signature is only to acknowledge that the employee saw the document, it does not imply agreement with the material. A copy of any document other than the aforementioned routine documents, documents generated by the employee, or documents previously signed by the employee, shall be given to the employee prior to the time of insertion in the personnel file.

Nothing in this procedure shall entitle an employee to review ratings, reports, or records that (a) were obtained prior to the employment of the person involved, (b) were prepared by identifiable examination committee members, or (c) were obtained in connection with a promotional examination or interview.

Reference:

Education Code Section 87031, et seq.;

Labor Code, Section 1198.5, et seq.

Adopted: 4-28-08

Review Only

Page 1 of 1

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Request to Rescind Spring 2014 Sabbatical

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 22, 2013, the Board of Trustees approved the sabbatical projects of 17 faculty members for the 2013-2014 academic year, including Kiana Tabibzadeh, Professor, School of Physical Science & Technologies, Irvine Valley College, for Spring Semester 2013. On May 20, 2013, the Board of Trustees approved Professor Tabibzadeh's request to reschedule her sabbatical leave to Spring 2014.

STATUS

For personal and professional reasons, Kiana Tabibzadeh has asked that approval of her sabbatical leave for Spring 2014 be rescinded.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees accept the request to rescind approval of sabbatical leave for Kiana Tabibzadeh for the Spring 2014 semester.

TO: Board of Trustees
FROM: Gary L. Poertner, Chancellor
RE: SOCCCD: 2014-15 Full-Time Faculty Hiring
ACTION: Approval

BACKGROUND

A priority in advancing the missions of Saddleback College and Irvine Valley College is to hire qualified full-time faculty at both colleges.

STATUS

Through the collegial consultation processes at Saddleback College and Irvine Valley College, new and replacement full-time faculty positions have been combined and prioritized. The college presidents have reviewed the faculty hiring priority recommendations and have submitted to the Chancellor their recommended hiring lists, as shown on Exhibits A and B. The exhibits include positions previously approved by the Board of Trustees.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the college faculty hiring priority lists as shown on Exhibits A and B for the 2014-2015 academic year. Recruitment and selection of new faculty is contingent on funding and will proceed as recommended by the presidents and approved by the chancellor.

Saddleback College
 Tenure Track Hiring Authorization
 2014-2015 Academic Year

Exhibit A

Division	Academic Discipline	Position Type	Previously Approved by BOT
Business Science & Econ. Workforce Dev.	Real Estate	Replacement	10/29/2012
Health Science & Human Services	Medical Lab/Tech/Phlebotomy	Replacement	11/17/2008
Health Science & Human Services	Human Services	Replacement	10/25/2010
Liberal Arts	Composition	Replacement	10/25/2010
Math Science & Engineering	Math	Replacement	
Math Science & Engineering	Math	Replacement	
Math Science & Engineering	Computer Science	Replacement	10/25/2012
Online Education & Learning Resources	Instructional Librarian	Replacement	10/25/2010
Social & Behavioral Science	Child Development	Replacement	10/26/2009
Social & Behavioral Science	History	Replacement	
Social Behavioral Science	Anthropology	Replacement	
Counseling Services	Counselor	New	
Liberal Arts	Composition	New	
Transfer, Career & Special Programs	Veteran Coordinator/Counselor	New	
Transfer, Career & Special Programs	LD Specialist/ DSPS Counselor	New	10/29/2012
Business Science & Econ. Workforce Dev.	Accounting	New	10/24/2011
Health Science & Human Services	Nursing	New	
Social & Behavioral Science	Sociology	New	10/29/2012
Social & Behavioral Science	Environmental Studies	New	10/29/2012
Counseling Services	Counselor	New	
Social & Behavioral Science	Psychology	New	
Liberal Arts	Composition	New	
Business Science & Econ. Workforce Dev.	Accounting	New	10/29/2012
Health Science & Human Services	Nursing	New	11/19/2012

Irvine Valley College
Tenure Track Hiring Authorization
2014-2015 Academic Year

Exhibit B

School	Academic Discipline	Position Type	Previously Approved by BOT
Business Science	Business	Replacement	11/17/2008
Business Science	Business/Real Estate	New	
Guidance & Counseling	CTE Counselor	Replacement	10/26/2009
Math, Computer Science & Engineering	Mathematics	Replacement	10/26/2009
Business Science	Accounting & Finance	Replacement	10/29/2012
Humanities & Languages	English-Basic Skills	Replacement	10/29/2012
Math, Computer Science & Engineering	Mathematics	Replacement	10/26/2009
Physical Sciences & Technologies	Chemistry	Replacement	10/26/2009
Math, Computer Science & Engineering	Engineering	New	
Math, Computer Science & Engineering	Mathematics	Replacement	10/25/2010
Business Science	Computer Information Management	Replacement	10/23/2009
Physical Sciences & Technologies	Chemistry	Replacement	10/25/2010
Life Sciences & Technologies	Biology	Replacement	10/24/2011
Social & Behavioral Sciences	Psychology	Replacement	10/29/2012
Humanities & Languages	Sign Language	Replacement	10/24/2011
Humanities & Languages	English	Replacement	10/26/2009
Physical Sciences & Technologies	Chemistry	Replacement	10/29/2012
Guidance & Counseling	International Student Counselor	Replacement	10/29/2012
Math, Computer Science & Engineering	Mathematics	Replacement	10/29/2012
Humanities & Languages	Philosophy	New	
Math, Computer Science & Engineering	Mathematics-Basic Skills	Replacement	10/29/2012

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: Academic Personnel Actions – Regular Items

ACTION: Approval/Ratification

BACKGROUND

In accordance with Education Code Section 70902(b)(4), all employee actions must be approved or ratified by the Board of Trustees of each respective community college district.

STATUS

Personnel are employed in the South Orange County Community College District for the purpose of meeting the needs of students.

Those academic personnel actions shown in Exhibits A and B are presented to the Board of Trustees for approval/ratification to be effective on the dates as shown on the Exhibits A and B.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve/ratify the academic personnel actions as shown in Exhibits A and B.

Item Submitted By: *David Bugay, Vice Chancellor, Human Resources & Employer/Employee Relations*

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ACADEMIC PERSONNEL ACTIONS/RATIFICATIONS

A. NEW PERSONNEL APPOINTMENTS

1. ACADEMIC EMPLOYMENT (Ratified – Pursuant to Board Policy 4002.1)

- a. RETTELE, BRADLEY, is to be employed as a full-time, temporary, long-term substitute Anthropology Instructor, Pos #4858, Division of Social and Behavioral Sciences, Saddleback College, effective September 30, 2013 through May 23, 2014. Approximate Salary Placement: Class II, Step 2. This is an emergency replacement position for Michael Merrifield.

2. ACADEMIC TEMPORARY PART-TIME/SUBSTITUTE STAFF

<u>Applicant</u>	<u>Highest Degree</u>	<u>Assignment</u>	<u>Approx. Salary Placement</u>	<u>Start Date</u>
Allen, Robert	MS/Envir. Studies	Horticulture/SC	III/2	01/21/14
Detwiler, David	MA/Spanish	Spanish/SC	II/1	01/21/14
Latner, Teishan	MA/History	History/SC	II/1	01/21/14
Misanchuk, Rose	MFA/Ceramics	Art/SC	II/1	01/21/14
Potter, Serena	MFA/Painting	Drawing/SC	III/1	01/21/14
Roach, Veronica	MA/Geography	Geography/IVC	II/1	01/21/14
Ross, Damian	MFA/Sculpture	Art/SC	II/1	01/21/14
Schantz, Doris ¹	MS/Applied Math	Supv. Tutoring/SC	II/1	01/21/14

3. ACADEMIC TEMPORARY PART-TIME/SUBSTITUTE STAFF (Ratified - Pursuant to Board Policy 4002.1)

<u>Applicant</u>	<u>Highest Degree</u>	<u>Assignment</u>	<u>Approx. Salary Placement</u>	<u>Start Date</u>
Armstrong, Marcia	MA/Education	ESL/SC	IV/1	08/19/13
Basye, Douglas	MA/Music	Music/SC	II/1	08/19/13
Bishop, Trevor	MFA/Directing	Theatre/SC	II/1	08/19/13
Knygnytska-Johnson	PhD/Engl. Linguistics	ESL/SC	V/1	08/19/13
Veeranna, Usha	BS/Med. Technology	MLT/SC	I/1	08/19/13
Vicqueneau, V.	MA/Human Dev.	Human Dev./IVC	II/1	08/19/13
Zmanovskaia, S	BS/Med. Technology	Clinical Hemat./SC	I/1	08/19/13

¹ Spouse of John Schantz, PT Faculty, Mathematics/SC

A. NEW PERSONNEL APPOINTMENTS - Continued

3. **ACADEMIC TEMPORARY PART-TIME/SUBSTITUTE STAFF** (Ratified - Pursuant to Board Policy 4002.1)

EQUIVALENCY

As outlined in the Academic Hiring Policies, Division 1, Part 4, Section 3B, Review of Equivalent Minimum Qualifications, members of the hiring committee, including faculty with discipline expertise, have met and rendered an affirmative decision that each recommended candidate possesses the educational background equivalent to the minimum qualifications for each respective position. As such, the following individuals are submitted for approval/ratification as part-time instructors under Equivalencies as outlined in the Title 5 Regulations and Minimum Qualifications, Article 2, Section 53430.

<u>Applicant</u>	<u>Highest Degree</u>	<u>Assignment</u>	<u>Approx. Salary Placement</u>	<u>Start Date</u>
Boyer, Paul	BA/Liberal Arts	Accounting/SC	I/1	08/19/13

Equivalency is based on a Bachelor's degree in Liberal Arts and Sciences which included 24 units of Business, 28 units in Accounting and 4 units in Business Law. He also ranked in the top 3rd on the national CPA exam and holds an active CPA license in California and Illinois. Mr. Boyer has over 15 years of business and accounting experience, is a member of the American Institute of Certified Public Accountants, Cal-CPA's, the Government Finance Officers Association and the California State Municipal Finance Officers Association and has served on the Accounting Advisory Committee for Saddleback College for the past 4 years. He is currently enrolled in a Masters of Public Administration Degree Program.

Turner, Jacqueline	BA/In Progress	Kinesiology/IVC	I/1	08/19/13
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Equivalency is based on Ms. Turner's experience currently coaching the game of soccer to a range of athletes. She is coaching youth club teams, High School teams, and at the collegiate level, including all aspects of the game – sport, weight training, conditioning, fitness, and nutrition. Ms. Turner has past and present experience as a scholarship athlete at Concordia University, where her Bachelor of Arts degree in Communications is in progress with expected completion in Spring 2014. She also possesses a US Soccer Federation "E" license. Her experience in the fields of Kinesiology and exercise science as well as her ability to teach and lead, a strong work ethic and great communication skills make her a valuable candidate to share her knowledge with others.

B. AUTHORIZATION TO ELIMINATE FULL-TIME FACULTY POSITION AND CREATE ACADEMIC ADMINISTRATIVE POSITION

1. IRVINE VALLEY COLLEGE seeks authorization to eliminate the full-time Faculty Nurse position, and create the following Academic Administrative position, within its organization.
 - 1a. **ELIMINATE** NURSE, Pos. #1737, full-time faculty, Student Health Center, Office of the Vice President for Student Services, Irvine Valley College, Academic Salary Schedule, 36 hours per week, 10 months per year position from its staff complement, effective October 29, 2013, and **CREATE** DIRECTOR OF HEALTH AND WELLNESS CENTER, Academic Administrator, Student Health Center, Office of the Vice President for Student Services, Irvine Valley College, Integrated Academic and Classified Administrators/Managers Salary Range 19, full-time, 40 hours per week, 12 months per year position to its staff complement, effective October 29, 2013. (Position #1737 was approved by the Board of Trustees on September 18, 1989) (Exhibit B, Attachment 1)

C. AUTHORIZATION TO ELIMINATE AND CREATE ACADEMIC ADMINISTRATIVE POSITION

1. IRVINE VALLEY COLLEGE seeks authorization to eliminate and create the following Academic positions, within their organization as defined by Title V Education Regulation, Section (a) and (b), Recruitment 53021.
 - 1a. **ELIMINATE** DEAN OF INSTRUCTION AND WORKFORCE DEVELOPMENT, Pos. #4842, Office of the Vice President for Instruction, Irvine Valley College, Integrated Academic/Classified Administrators/Managers Salary Range 22, full-time, 40 hours per week, 12 months per year position from its staff complement, and **CREATE** DEAN OF INSTRUCTION, ECONOMIC AND WORKFORCE DEVELOPMENT, Office of the Vice President for Instruction, Integrated Academic/Classified Administrators/Managers Salary Range 22, full-time, 40 hours per week, 12 months per year position to its staff complement, effective September 1, 2013. (Position #4842 was approved by the Board of Trustees on August 26, 2013) (Exhibit B, Attachment 2)

D. ADDITIONAL COMPENSATION: GENERAL FUND

1. It is recommended that the following Irvine Valley College/Saddleback College faculty members be compensated as indicated below for the 2013/2014 fiscal years.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed</u>	
		<u>Amount (\$)</u>	<u>Effective Date</u>
Azary, Maryam	Kognito Program/Services/SC	5,715.00	07/29/13-12/21/13
² Bowman, Donald	Chair, Accounting/SC	4,453.00	08/19/13-12/21/13
Cesareo-Silva, C.	How to Succeed Workshops/SC	180.71	08/19/13-12/21/13
Cesareo-Silva, C.	Mid-term Accreditation Report/SC	2,350.00	08/19/13-12/21/13
Damm, Kathryn	Coord. Teach/Learn Institute/SC	3,482.22	08/19/13-12/21/13
Damm, Kathryn	How to Succeed Workshops/SC	619.56	08/19/13-12/21/13

² Replaces stipend for Anthony Teng, serving as Acting Dean of Business Science and Economic and Workforce Development, Saddleback College, approved by the Board of Trustees on June 17, 2013.

D. ADDITIONAL COMPENSATION: GENERAL FUND – Continued

1. It is recommended that the following Irvine Valley College/Saddleback College faculty members be compensated as indicated below for the 2013/2014 fiscal years.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed</u>	
		<u>Amount (\$)</u>	<u>Effective Date</u>
³ Deerheart, Andrea	Chair, Fine Arts/Liberal Arts/SC	3,237.50	09/04/13-12/21/13
Desaracho, Mariana	Kognito Program/Services/SC	5,715.00	07/29/13-12/21/13
McNulty, Karen	Scenic Art for Performances/SC	3,750.00	10/01/13-12/21/13
⁴ Messenger, Lisa	Chair, Emeritus Institute/SC	3,237.50	09/04/13-12/21/13
Quade, Joyce	Coordinator, CIM Lab/SC	5,714.00	08/19/13-12/21/13
⁵ Steinriede, Lindsay	Chair, Health Dept./SC	2,229.00	08/19/13-12/21/13

E. ADDITIONAL COMPENSATION: CATEGORICAL/NON-GENERAL FUND

1. It is recommended that the following Irvine Valley College/Saddleback College faculty members be compensated as indicated below for 2013/2014 fiscal years.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed</u>	
		<u>Amount (\$)</u>	<u>Effective Date</u>
Bander, Carol	ESL Matric/Orient. Support/BSI/SC	86.05	09/19/13-09/19/13
Barrows, Morgan	Water Resource Curric. Dev./SC	750.00	09/01/13-10/31/13
Beck, Rebecca	Co-Facilitator, ESL/MAIS/IVC	3,429.00	08/19/13-12/21/13
Benitez, Alma	ESL Matric./Orient. Support/BSI/SC	86.05	10/24/13-10/24/13
Black, Rebecca	Professional Dev. Practicum/BSI/SC	413.04	09/20/13-12/21/13
Boettger, Susan	Concert Performance/SC	1,500.00	09/22/13-09/22/13
Bowman, Donald	Acct. Tutoring Lab/Perkins/SC	2,670.00	08/19/13-12/21/13
Branch-Stewart, K.	Allied Health Readiness Pgrm/SC	247.37	07/01/13-08/09/13
Casil, Amy	Professional Dev. Practicum/BSI/SC	413.04	09/20/13-12/21/13
Cavazzi, Deidre	Choreographer/Foundation/SC	1,200.00	08/19/13-11/29/13
Chu, David	Health Career “Boot Camp”/CTE/SC	247.37	07/01/13-08/09/13
Cooper, Karin	Professional Dev. Practicum/BSI/SC	413.04	09/20/13-12/21/13
Daniels, Stevie	ESL Embedded Tutoring/BSI/SC	481.88	08/19/13-12/21/13
Fitz-Maurice, Teri	ESL Matric/Orient. Support/BSI/SC	86.05	09/30/13-09/30/13
Gabdrakhmanova, F.	CTE Tech Development/SC	1,200.00	07/01/13-08/09/13
Gilbert, Annie	ESL Matric/Orient. Support/BSI/SC	86.05	09/10/13-09/10/13
Haas, Sharon	Choreographer/Foundation/SC	800.00	08/19/13-11/29/13
Himes, Marji	Choreographer/Foundation/SC	1,200.00	08/19/13-11/29/13
Juarez, Duke	Health Career “Boot Camp”/CTE/SC	247.37	07/01/13-08/09/13
Knapp, Rebecca	CTE Tech Development/SC	300.00	08/19/13-10/31/13
Lavigne-Barlow, D.	ESL Matric/Orient. Support/BSI/SC	86.05	08/26/13-08/26/13
Lavigne-Barlow, D.	ESL Matric/Orient. Support/BSI/SC	86.05	09/04/13-09/04/13
Lebauer, Roni	ESL Matric/Orient. Support/BSI/SC	1,032.60	08/19/13-12/21/13
Lipp, Alex	Math Bridge 2 Engineering/SC	1,127.61	07/15/13-08/09/13
Mamoon, Safiah	Health Career “Boot Camp”/CTE/SC	247.37	07/01/13-08/09/13

³ Replaces stipend for Karen Wilner, approved by the Board of Trustees on June 17, 2013.

⁴ Replaces stipend for Lesley Lowe, approved by the Board of Trustees on June 17, 2013.

⁵ Replaces stipend for Karen Jacobsen, approved by the Board of Trustees on June 17, 2013.

E. ADDITIONAL COMPENSATION: CATEGORICAL/NON-GENERAL FUND - Continued

1. It is recommended that the following Irvine Valley College/Saddleback College faculty members be compensated as indicated below for 2013/2014 fiscal years.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed</u>	
		<u>Amount (\$)</u>	<u>Effective Date</u>
McReynolds, Brad	Allied Health Readiness Pgrm/SC	247.37	07/01/13-08/09/13
McReynolds, Brad	Coord. Sports Med. Lab/Perkins/SC	1,175.00	08/19/13-12/21/13
Meyer, Clifford	Water Res. Curric,Dev./Perkins/SC	1,250.00	09/01/13-10/31/13
Mularski, Jedrek	Engl/Social Sci. Tutoring/BSI/SC	300.00	09/04/13-12/13/13
Myhren, Brett	Professional Dev. Practicum/BSI/SC	413.04	09/20/13-12/21/13
Pinter, Gerald	Summer Jazz Camp/SC	30.00	06/01/13-06/30/13
Pinter, Gerald	Jazz Program Duties/SC	690.00	08/26/13-09/30/13
Romesburg, Rod	Professional Dev. Practicum/BSI/SC	413.04	09/20/13-12/21/13
Shaffer, Gina	Professional Dev. Practicum/BSI/SC	413.04	09/20/13-12/21/13
Siebert, Aubri	Choreographer/Foundation/SC	800.00	08/19/13-11/29/13
Stout, Ronald	Musician for FAMT/Foundation/SC	200.00	08/26/13-08/26/13
Thomas, Julie	Sports Medicine Lab/Perkins/SC	6,000.00	08/19/13-12/21/13
Wilson, Jeffrey	Co-Facilitator, ESL/MAIS/IVC	3,429.00	08/19/13-12/21/13
Wong, Virginia	Planning Flex Week Wkshop/SC	350.00	07/01/13-08/09/13
Wong, Virginia	IT Competence Wkshop/Perkins/SC	150.00	08/19/13-10/31/13
Yell, Lacey	Choreographer/Foundation/SC	800.00	08/19/13-11/29/13
Ziehm, Carol	Professional Dev. Practicum/BSI/SC	413.04	09/20/13-12/21/13

ATTACHMENT 1

South Orange County Community College District

DIRECTOR OF HEALTH AND WELLNESS CENTER, ID #, Irvine Valley College, Integrated Academic and Classified Administrators/Managers Salary Schedule Range 19 (Academic Administrator)

DEFINITION

To plan, develop, organize, coordinate, implement, administer, direct and evaluate the programs, operations, activities and staff of the Health and Wellness Center at Irvine Valley College to ensure appropriate and adequate levels of a variety of healthcare services identified as the routine, chronic, urgent, and emergent healthcare issues of students, employees and visitors; plan, develop, organize, coordinate, implement, administer, direct and evaluate all other programs, operations, activities and staff of other student services programs as assigned; prepare and administer annual program budgets; ensure compliance with District policies and applicable State and federal regulations related to healthcare and other assigned.

To foster a culture of collaboration, mutual respect, innovation, and continuous improvement throughout the District; lead by example; actively participate in and support District-wide participatory governance components and activities and other collaborative processes; encourage professional excellence among the staff and promote an organizational culture of customer service, innovation, and quality services.

SUPERVISION RECEIVED AND EXERCISED

Receives direction from the Vice President for Student Services or President's designee.

Exercises functional and technical supervision over professional, technical and office personnel.

EXAMPLES OF DUTIES - Duties may include, but are not limited to the following:

Assess, treat, and/or triage ill or injured students, staff and visitors; refer ill or injured students, employees or visitors to appropriate internal and/or external healthcare providers as necessary; consult with laboratory, pharmaceutical, medical supply, and medical services representatives as needed.

Plan, develop, organize, coordinate, implement, administer, direct and evaluate programs, services, operations, activities and staff of the health and wellness center and other assigned programs; develop and implement organizational structures; write and review protocol, policy and procedures for all health and wellness center and other assigned programs and services to optimize efficient and effective delivery of services and facilitate attainment of established program goals and objectives.

Prepare and administer annual program budgets; prepare recommendations and justifications regarding budget requests; authorize expenditures according to District policies and applicable regulations.

Train, supervise and evaluate the performance of assigned professional, technical and support personnel; delegate and review assignments and projects; evaluate work products and results; establish and monitor timelines and prioritize work.

Coordinate program activities with other student services functions and instructional programs; serve on campus and District-wide committees, task forces and other work groups; provide technical expertise concerning healthcare and other assigned programs.

Attend to and investigate departmental complaints and conflicts; write and review quality assurance programs and program reviews; ensure compliance with District policies as well as State and federal laws related to assigned program; review and certify the accuracy of data concerning program participation.

South Orange County Community College District
Page 2 – Director of Health and Wellness Center

Communicate with other student services program personnel, District administrators and support personnel, representatives of State and federal agencies, educational institutions, social service organizations, counselors and others to coordinate programs, services, operations and activities.

Compile and analyze data related to program participation and evaluation; prepare and submit a variety of statistical and narrative reports; prepare budget reports, annual recap data and special reports, proposals, recommendations and other materials as requested; coordinate and respond to periodic audits and program reviews.

Monitor and analyze trends in on-campus healthcare needs; maintain current knowledge of the regulations, policies and application requirements and eligibility criteria for healthcare programs, including computer hardware and software enhancements.

Make oral presentations to students, parents, counselors and professional colleagues at various gatherings; conduct workshops to provide specialized information regarding healthcare and related student services; develop and direct the distribution of brochures, flyers and other materials to publicize healthcare opportunities for students.

Perform related duties as assigned.

QUALIFICATIONS

EDUCATION AND EXPERIENCE GUIDELINES

Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Education:

A master's degree from an accredited college or university in nursing.

Experience:

At least five years of experience as a registered nurse, including three years of increasingly responsible experience as a nursing manager in a health care facility, including at least three years of experience supervising registered nurses and other staff.

Desired Qualifications:

Three (3) years of experience in a public health or college setting, clinic health management experience preferred

Recent experience with psychological/psychiatric nursing, gynecology, STD's, audiometric skills, phlebotomy

Experience and/or training which has enhanced a sensitivity to and understanding of the diverse academic, socioeconomic, cultural, ability and ethnic backgrounds of community college students.

Experience and/or training which has enhanced a leadership style that is creative, collaborative, and productive and outcome oriented.

Licenses or Other Requirements:

License as a California Registered Nurse.

Current CPR, first aid and automatic external defibrillation certification issued by an authorized agency.

Documentation of three hepatitis immunizations or immune titer.

Documentation of TB skin test within previous year.

South Orange County Community College District
Page 3 – Director of Health and Wellness Center

Rubella titer or documentation of immunization.
Valid California driver's license.

Knowledge of:

Clinical records maintenance.
Correct English composition, grammar, spelling and vocabulary.
Current healthcare issues and public health concerns.
Health issues, including, but not limited to, nutrition, stress management, reproductive health, mental health, substance abuse and recovery, and communicable diseases.
Interpersonal skills including tact, patience and diplomacy.
Local, State and federal laws and regulations related to student healthcare at a community college.
Operation of computer, peripherals and software programs, including student information systems, database management, spreadsheet, word processing and specialized software.
Oral and written communication skills.
Principles and practices of training and supervision.
Principles of public administration, including marketing, budget preparation and control and negotiation.
Principles, practices, methods and procedures of professional nursing.
Public relations and public speaking techniques.
Research methods and report writing techniques.

Ability to:

Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations.
Collect, compile and analyze data.
Communicate clearly, concisely and effectively, both orally and in writing, with diverse constituencies within and outside of the District.
Communicate professionally in confrontational situations.
Develop, implement and evaluate the delivery of healthcare services to students.
Encourage professional excellence among the staff and promote an organizational culture of customer service, innovation, and quality services.
Establish and maintain cooperative working relationships with those contacted in the course of work.
Interpret and apply complex and technical State and federal laws and regulations related to assigned program.
Learn District and College organization, operations and objectives quickly.
Maintain current knowledge of healthcare practices. Maintain records and prepare reports.
Maintain the security of confidential information and materials.
Meet schedules and timelines.
Operate computer, peripherals and applications software, including database management, spreadsheet, word processing and software related to area of assignment.
Operate office equipment such as digital telephone, calculator, copier and facsimile machine.
Plan, develop, organize, coordinate, implement, direct and evaluate a comprehensive health care services program at a community college health and wellness center.
Plan, prioritize, schedule, organize and assign work.
Prepare and administer budgets for assigned program areas.
Prepare oral and written reports and recommendations
Provide emergency and crisis care intervention to students, employees and visitors and administer treatment as needed.
Relate effectively to people of varied academic, cultural and socioeconomic background using tact, diplomacy and courtesy.

South Orange County Community College District
Page 4 – Director of Health and Wellness Center

Train, supervise and evaluate the performance of assigned personnel.
Understand and effectively and collaboratively work in a complicated multi-college environment, as well as within a system of community college districts.
Work effectively with others to achieve common goals including student recruitment and retention.

WORK ENVIRONMENT AND PHYSICAL DEMANDS

The work environment and physical demands described here are representative of those required by an employee to perform the essential functions of this job successfully. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Work Environment

Typically, duties are performed in a busy community college clinic environment, subject to frequent exposure to hazardous materials and substances and communicable diseases, while treating patients that may require wearing protective apparel. An incumbent must walk or drive to respond to campus emergencies as needed; frequently must travel to other campus locations to attend meetings or conduct other work; occasionally must travel to other locations in the County such as the Health Department or other community agencies.

Physical Demands

Must frequently stand for long periods, walk, bend and stoop; use hands and fingers to examine or test patients and handle medical equipment, keyboard or other objects; reach with hands and arms. Must speak clearly and distinctly to ask questions and provide information; hear and understand voices over the telephone and in person; and respond quickly and effectively to campus emergencies. Must see and hear adequately to perform accurate physical assessments of patients. Occasionally must lift injured, ill or disabled students.

Finalized by Marlys Grodt and Associates, October 15, 2013

ATTACHMENT 2

South Orange County Community College District

DEAN OF INSTRUCTION, ECONOMIC AND WORKFORCE DEVELOPMENT – ID #, Irvine Valley College, Integrated Academic and Classified Administrators/Classified Managers Salary Schedule Range 22 (Academic Administration)

DEFINITION

To serve in a staff capacity and work closely with the Vice President for Instruction and other District and College administrators in an environment of shared governance to provide optimum quality instructional and student learning services at Irvine Valley College; coordinate and evaluate the performance outcomes of the instructional programs and departments assigned to the Schools of the College; work closely with the Deans of the schools to coordinate the Early College Program offered by IVC in local high schools, ATEP offerings, CSU Fullerton offerings and all other off-site credit, non-credit, and adult education classes; serve as administrator of grant development; administrate and supervise Economic and Workforce Development programs and services of the college, including those for Career Technical Education (CTE); perform assigned duties in compliance with applicable State and federal regulations and guidelines, District policies and procedures, and the College's educational goals and objectives and serve as onsite administrator for the Advanced Technical Education Park (ATEP).

To foster a culture of collaboration, mutual respect, innovation, and continuous improvement throughout the District; lead by example; actively participate in and support District-wide participatory governance components and activities and other collaborative processes; encourage professional excellence among the staff and promote an organizational culture of customer service, innovation, and quality services.

SUPERVISION RECEIVED AND EXERCISED

Receives administrative direction from the Vice President for Instruction or designee of the President.

Exercises functional and technical supervision over faculty, professional, academic, classified and other staff as assigned.

EXAMPLES OF DUTIES - Duties may include, but are not limited to, the following:

Provide leadership in the administration of all economic, CTE and workforce development programs and services of the college, direct and evaluate assigned programs and services, which includes: economic and workforce development, career technical education, career and life development, and cooperative work experience.

Create a positive campus climate that fosters innovation in economic, career technical education and workforce development programs and services; work with the community, business, industry and other educational institutions to promote areas of assignment; contribute to the development and implementation of a coordinated outreach, marketing and public relations process.

Identify and expand economic development opportunities targeting local, regional, and international firms that strive to address local training needs.

Provide leadership in the administration of ATEP operations, the ATEP Center for Advanced Competitive Technology, and other ATEP programs. Some of these programs will be offered jointly or exclusively at ATEP.

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Serve as administrator of grant development; ensure that all grants are implemented according to the terms and conditions of the grants; supervise grant-funded personnel as assigned; ensure each grant conforms to the college's strategic plan.

Coordinate and evaluate the performance outcomes of the instructional programs and departments assigned to the schools of the college as a part of the Program Review, Academic Planning, Accreditation, Institutional Effectiveness, and Strategic Planning and Budget Development processes.

Develop reports supported by empirical research about our students so that student learning is supported and enhanced.

Administrate (with the Deans of the schools) the Early College Program offered by IVC in local high schools, ATEP offerings, CSU Fullerton offerings, and all other off-site credit classes.

Coordinate with the Dean of Counseling appropriate components of the Early College Program, and the CSU STAR transfer program, among others, to ensure maximum performance of these programs on behalf of IVC's transfer students.

In coordination and cooperation with instructional deans, plan, develop, coordinate and direct customized programs and services that address the economic and workforce development needs in the college service area, including short- and long-term training programs, workshops, and seminars to meet the identified needs.

Coordinate with the Dean assigned to Online Education the offering of distance education delivery of courses, certificates, and degrees.

Coordinate with the Dean assigned to Extended Education fee-based community education classes designed to meet the needs of business, industry, and their employees.

Coordinate with the Deans of the instructional units development of vocational noncredit (zero-unit) classes designed to meet the needs of business, industry, and their employees.

Manage the Basic Skills Initiative grant for IVC and coordinate projects with the faculty and administrators in the basic skills disciplines.

In collaboration with deans of the schools, periodically review processes for student intake processing, accountability, and enrollment reporting functions of the Student Success and Learning Centers to ensure compliance with Education Code, title 5, and Board policies.

Participate and show leadership in strategic planning among academic programs, including service on the Academic, Facilities, and Technology Planning Committee, the Institutional Effectiveness Committee, the Honors Committee, and Accreditation Steering Committee, among others.

Using college/district software, databases, and analytical tools, provide regular reports on FTES targets, room utilization, curricular patterns, and other scheduling performance analyses.

Assist the Director of Facilities in updating the database for classroom, laboratory, and other instructional spaces.

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Supervise and evaluate classified staff in keeping with the policies of the Board of Trustees and administrative procedures.

Participate in collegial consultation and appropriate advisory committee meetings.
Work collaboratively and develop partnerships/agreements with advisory boards, professional associations, K-12 and transfer institutions, business and industry; cultivate and promote positive and substantive relationships with local business and industry; serve as a leader of and advocate for the College within the business community.

Coordinate all operational aspects of Cooperative Work Experience across the college curriculum, including developing internship opportunities for students, connecting employers to the Career Placement Office, as well as connecting internships to the appropriate college faculty, and administrative oversight of contracts and enrollment.

Attend workshops, professional conferences, and trade shows for program planning and development; serve on a variety of campus, district, community, and state committees; and meet with representatives of business, industry, and local government.

Serve on business and community boards to ensure the college has input and influence in the development of public policy on career, economic and workforce development.

Establish liaison with business organizations, community and regional groups, other community colleges, and four-year colleges and universities; interface with the community and external agencies in all matters of economic and workforce development, including Career Technical Education; represent the college on local, state, and national committees and taskforces regarding economic and workforce development and CTE training.

Participate in the coordination of outreach activities among the college credit program, community education program, and the economic and workforce development program; publicize and promote a variety of economic, CTE and workforce development programs and services.

Recruit members for the CTE Local Plan Team (LPT) Committee; conduct annual meetings of the LPT; work with CTE deans and the LPT Advisory Committee to review progress of past grant and feasibility of proposed grants.

Represent the college to business, industry and governmental agency-based organizations on local, state, and national committees and taskforces regarding economic and workforce development and training; establish and support an advisory board made up of representatives of the community and local business and industry.

Assist the Vice President for Instruction to develop the schedule of classes; manage the assigned facilities; prepare long-range plans and statements of goals and objectives; develop, submit and manage the annual budget requests for equipment, supplies and personnel; direct the acquisition, maintenance and use of both instructional and non-instructional equipment; maintain an equipment-replacement plan, maintain planning documents that provide evidence of institutional performance used in such programs and activities as the Accreditation process.

Ensure compliance with District policies as well as State and federal laws related to units of assignment; review and certify the accuracy of data concerning program participation.

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Prepare and submit a variety of statistical and narrative reports; prepare budget reports, annual recap data and special reports, proposals, recommendations and other materials as requested; coordinate and respond to periodic audits.

Communicate with instruction and student services personnel for other colleges, District and College administrators and support personnel, representatives of State and federal agencies, educational institutions, social service organizations, counselors and others to coordinate programs and activities.

Maintain current knowledge of the regulations, policies and application requirements and eligibility criteria for instructional and student services programs, including computer hardware and software enhancements.

Make oral presentations to students, parents, counselors and professional colleagues at various gatherings; conduct workshops to provide specialized information regarding instruction and related units of assignment.

Perform other related duties as assigned.

QUALIFICATIONS

Education and Experience Guidelines: Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Education:

Master's degree from an accredited college or university in a discipline currently offered at Irvine Valley College. An earned doctorate from an accredited college or university is preferred.

Experience:

At least two years of faculty experience at the post-secondary level, at least three consecutive years of recent successful post-secondary administrative and supervisory experience or four years of recent management or faculty leadership experience in an educational capacity related to a college or university, and evidence of a sensitivity to and understanding of the diverse academic, socioeconomic, cultural, physically challenged and ethnic backgrounds of community college students.

Desirable Qualifications:

Preference will be given to those candidates demonstrating a high level of professional expertise on the basis of: proven leadership in the administration and development of economic and workforce development and career technical education programs; administrative leadership experience in the development, organization, and management of instructional programs, evidence of an understanding of and experience with the principles of participatory governance and principles of effective participation, evidence of experience in presenting summary analytical reports about enrollment trends, FTES trends and fluctuations, program offering patterns, accreditation reports, cost/benefit analyses, among other reports, and experience in budget development and management at school and department levels.

Licenses and other Certification:

Valid California driver's license.

Knowledge of:

Applicable District policies and local, State and federal laws, codes and regulations.

Applications of instructional technology to enhance classroom instruction and to deliver education through innovative delivery modes, including online education and distance learning.

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Community relations and external resource development.
Computer systems and software applications related to unit of assignment. District and College organization, operations and objectives.
District policies and state and federal laws and regulations concerning economic and workforce development on a community college campus.
Evidence of a working knowledge of local, regional and national workforce trends, legislation and agencies.
Interpersonal skills including tact, patience and diplomacy.
Oral and written communication skills.
Organizational and management practices as applied to unit of assignment.
Principles and practices of leadership and administration, including organization, budget administration and grant writing.
Principles and practices of strategic planning, institutional research and alternative funding for public agencies.
Principles and practices of training and supervision.
Trends in career and technical education and Title V regulations. Workforce development methodology, programs, resources and providers.

Ability to:

Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
Assist in forecasting current and future needs and costs affecting unit of assignment.
Assist in the development and implementation of technology-based solutions to curriculum and instructional issues.
Collect, compile and analyze data.
Communicate clearly, concisely and effectively, both orally and in writing, with diverse constituencies within and outside of the District.
Demonstrate leadership, management, supervisory, and team-building skills.
Demonstrate sensitivity to and understanding of the diverse academic, socioeconomic, cultural, disability and ethnic backgrounds of students.
Demonstrate strong and effective writing, editing and verbal communication skills
Develop contract training programs for business and/or industry. Develop, prepare and administer program and project budgets. District and College organization, operations and objectives.
Encourage professional excellence among the staff and promote an organizational culture of customer service, innovation, and quality services.
Establish and maintain cooperative and effective working relationships with those contacted in the course of work.
Exercise initiative and work independently.
Exercise judgment or choice among possible actions, sometimes without clear precedents and often with concern for the consequences of the action.
Facilitate and coordinate the activities of large groups for the purpose of institutional planning. Interpret, apply and explain applicable District policies and procedures and local, State and federal laws and regulations.
Operate computer/applications software, including database management, spreadsheet, word processing and software related to unit of assignment.
Plan, design and produce extensive reports, proposals, position papers, recommendations and other formal documents.
Plan, organize and coordinate assigned activities in a manner conducive to full performance and high morale.

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Plan, organize and execute effective oral presentations, supported by sophisticated multi-media programs for large audiences.

Plan, organize and execute effective written reports supported by facts, documentation and research. Plan, organize, coordinate, manage and expedite projects related to assignment.

Prepare oral and written reports and recommendations.

Relate effectively to people of varied academic, cultural and socio-economic background using tact, diplomacy and courtesy.

Train and provide supervision and work direction to others as assigned.

Understand and effectively and collaboratively work in a complicated multi-college environment, as well as within a system of community college districts.

Work collectively with administration, classified management, faculty, staff and students.

Work effectively in a fast paced environment with numerous interruptions.

Work effectively with diverse individuals and groups including, but not limited to, race, ethnicity, physical ability, religion and sexual orientation.

Work effectively with others to achieve common goals.

Work independently with little direction in a multi-project, fast-paced environment while meeting concurrent deadlines.

Work with culturally and ethnically diverse groups.

Write grants, proposals, recommendations, contracts, reports and correspondence.

WORK ENVIRONMENT AND PHYSICAL DEMANDS

The work environment and physical demands described here are representative of those required by an employee to perform the essential functions of this job successfully. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Work Environment:

Standard office setting. Typically, duties are performed in an office environment while sitting at a desk or computer workstation. An incumbent also travels to various locations to visit instructional sites, attend meetings and conduct work; and is subject to contact with others, frequent interruptions, noise from talking or office equipment and demanding legal timelines. At least minimal environmental controls to assure health and comfort.

Physical Demands:

The incumbent regularly sits for long periods, walks short distances on a regular basis, travels to various locations to visit instructional sites, attend meetings and conduct work; uses hands and fingers to operate an electronic keyboard or other office machines; reaches with hands and arms, speaks clearly and distinctly to answer telephones and to provide information; sees to read fine print and operate computer; hears and understands voices over telephone and in person; and lifts, carries, and/or moves objects weighing up to 10 pounds.

Finalized by Marlys Grodt and Associates, October 18, 2013

TO: Board of Trustees
FROM: Gary L. Poertner, Chancellor
RE: Classified Personnel Actions – Regular Items
ACTION: Approval/Ratification

BACKGROUND

In accordance with Education Code Section 70902(b)(4), all employee actions must be approved or ratified by the Board of Trustees of each respective community college district.

STATUS

Personnel are employed in the South Orange County Community College District for the purpose of meeting the needs of students.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve/ratify the classified personnel actions as shown in Exhibit A and Exhibit B.

Item Submitted By: *David Bugay, Vice Chancellor, Human Resources & Employer/Employee Relations*

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

CLASSIFIED PERSONNEL ACTIONS/RATIFICATIONS

A. NEW PERSONNEL APPOINTMENTS

1. **CLASSIFIED EMPLOYMENT** (Information Items – Pursuant to Board Policy 4002.1)

- a. BRIGGS, JON is to be employed as Graphic Designer, Pos. #3383, College Publications, Office of Marketing and Communications, Saddleback College, Classified Bargaining Unit Salary Range 130, Step 1, 40 hours per week, 12 months per year, effective October 7, 2013. This is a replacement for Karen Fong, who retired.
 - b. ¹CRAMER, EMILY is to be employed as Program Assistant, Categorical, Pos. #4781, Office of College Foundation, Saddleback College, Classified Bargaining Unit Salary Range 118, Step 1, 29 hours per week, 12 months per year, effective September 13, 2013. This position was approved by the Board of Trustees on May 20, 2013, with employment conditional upon funding by Foundation revenue.
 - c. SAFRANG, SASAN is to be employed as Library Assistant I, Pos. #4779, School of Library Services, Irvine Valley College, Classified Bargaining Unit Salary Range 115, Step 1, 20 hours per week, 11 months per year, effective October 1, 2013. This position was approved by the Board of Trustees on May 20, 2013.
2. The following individuals are to be employed as **Substitutes** in the classification noted below, on an if-and-as-needed basis. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

<u>Name</u>	<u>Classification</u>	<u>Range/Step</u>	<u>Start Date</u>
Dawood, Matthew	Assistive Technology Assistant/IVC	134/1	09/13/13
Gonzalez, Deyanira	Disabled Student Program Specialist/SC	123/1	09/04/13
Kwan, Susan	Human Resources Assistant/Dist.	121/1	08/01/13
Loria, Alison	Health Center Nurse/SC	136/1	09/04/13
Orlando, Karen	Develop Assistant II/IVC	131/1	08/28/13
Turner, Amanda	Senior Administrative Assistant/IVC	127/1	09/01/13
Wang, Charles	Laboratory Technician, PE/Athletics/IVC	122/1	09/01/13

3. The following individuals are to be employed as **Short-Term (Temporary)** positions for the **2013/2014** 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>
Alwood, Aimee	TMD Aide/IVC	20.00	09/11/13-06/30/14
Apolinar, Regienne	Adapted Kines. Aide/IVC	20.00	09/23/13-06/30/14
Case, Pamela	Project Specialist/SC	20.00	09/27/13-06/30/14
Chen, Shujuan	Project Specialist/SC	12.50	09/03/13-06/30/14
² Dear, Derek	Project Specialist/SC	8.50	09/24/13-06/30/14
Dehnke, Allen	Project Specialist (IT)/Dist.	12.50	09/17/13-06/30/14

¹ Sister of Stephen Handa, Counselor, Division of Counseling Services, Saddleback College.

² Son of Donald Dear, Police Officer, Office of Campus Safety and Security, Saddleback College.

A. NEW PERSONNEL APPOINTMENTS - Continued

3. The following individuals are to be employed as **Short-Term (Temporary)** positions for the **2013/2014** 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>
Friend, Christine	Project Specialist/IVC	20.00	09/18/13-06/30/14
Gomez, Fermin	Project Specialist/SC	8.50	08/15/13-06/30/14
Guiral, Kylie	Project Specialist/SC	20.00	08/10/13-06/30/14
Hartman, Schuyler	Project Specialist/SC	15.00	09/16/13-06/30/14
Lavini, Claudia	Project Specialist (IT)/Dist.	12.50	09/16/13-06/30/14
Link, Inna	Project Specialist/SC	20.00	09/17/13-06/30/14
Lu, Huijuan	Project Specialist/SC	12.50	09/03/13-06/30/14
Martinez, Paul	Project Specialist/SC	15.00	09/16/13-06/30/14
Mathews, Marcus	TMD Aide/SC	20.00	09/05/13-06/30/14
Mizar, Marjorie	Project Specialist/SC	18.00	09/05/13-06/30/14
Oka, Joanne	Project Specialist (IT)/Dist.	12.50	09/18/13-06/30/14
Palmer, Tyler	Project Specialist/SC	12.50	09/03/13-06/30/14
Rodriguez, Elizabeth	TMD Aide/IVC	20.00	09/23/13-06/30/14
Saucedo-Daniel, Jorge	Special Project Coordinator/IVC	35.00	09/12/13-06/30/14
Savage, Ariel	Project Specialist/SC	20.00	09/26/13-06/30/14
Sclafani, Andrew	TMD Aide/IVC	20.00	09/06/13-06/30/14
Selberis, Anastasia	Project Specialist (IT)/Dist.	12.50	09/26/13-06/30/14
Sevcik, Stacie	Project Specialist/IVC	18.00	09/23/13-06/30/14
Trytten, Lacey	Outreach Aide/SC	12.50	09/16/13-06/30/14
³ Wiedeman, Ashley	Project Specialist/SC	14.00	09/12/13-06/30/14
Williams, Christopher	Project Specialist/SC	15.00	08/29/13-06/30/14
Yearwood, Susan	Project Specialist/SC	12.50	09/03/13-06/30/14

4. The following individuals are to be employed as **Student Help (Temporary)**, Irvine Valley College and Saddleback College, on an if-and-as-needed-basis, for the **2013/2014** academic year.

<u>Name</u>	<u>Start/End Date</u>
Bendon, Lauren	08/01/13-06/30/14
Fadaeiforghan, Doreen	09/12/13-06/30/14
Georgiev, Petar	09/10/13-06/30/14
Hashemi, Saman	08/27/13-06/30/14
Robertson, Molly	09/24/13-06/30/14
Sarvi, Anahita	08/01/13-06/30/14
Schiller, Brett	09/19/13-06/30/14
Stidham, Kevin	08/16/13-06/30/14
Trujillo, Alex	09/24/13-06/30/14

³ Daughter of Cora Swanson, Senior Administrative Assistant, Division of Online Education & Learning Resources, Saddleback College.

A. NEW PERSONNEL APPOINTMENTS - Continued

5. 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 **2013/2014** 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>Not to Exceed (\$)</u>	<u>Start/End Date</u>
Araiza, Nicholas	Clinical Skills Spec./SC	30.00/hr	09/16/13-06/30/14
Berardino, Christopher	Tutor/SC	12.00/hr	09/12/13-06/30/14
Chaabani, Faisal	Tutor/IVC	12.00/hr	09/30/13-06/30/14
Chae, Jong Seok	Tutor/IVC	12.00/hr	09/13/13-06/30/14
Fadaeiforghan, Doreen	Tutor/SC	12.00/hr	09/12/13-06/30/14
Fairchild, Cole	Tutor/SC	12.00/hr	09/05/13-06/30/14
Foster, David	Clinical Skills Spec./SC	30.00/hr	08/30/13-06/30/14
Georgiev, Petar	Tutor/SC	12.00/hr	09/10/13-06/30/14
Hoang, Lisa	Cert. Test Proctor/IVC	12.50/hr	09/10/13-06/30/14
Karimi, Asieh	Tutor/SC	12.00/hr	09/03/13-06/30/14
Kephart, Dennis	Tutor/SC	12.00/hr	08/30/13-06/30/14
Kim, Debbie	Clinical Skills Spec./SC	30.00/hr	09/19/13-06/30/14
Park, Wan	Tutor/IVC	12.00/hr	09/16/13-06/30/14
Pate, Viktoriya	Tutor/SC	12.00/hr	08/30/13-06/30/14
Pilcher, Martine	Tutor/IVC	12.00/hr	09/04/13-06/30/14
Rafique, Wali	Tutor/IVC	12.00/hr	09/11/13-06/30/14
Realmuto, Brandon	Clinical Skills Spec./SC	30.00/hr	09/27/13-06/30/14
Robertson, Molly	Tutor/SC	12.00/hr	09/24/13-06/30/14
Safarian, Maryam	Tutor/IVC	12.00/hr	09/30/13-06/30/14
Sunperk, Piyanan	Tutor/SC	12.00/hr	08/30/13-06/30/14
Thomas, Hunter	Tutor/IVC	12.00/hr	09/16/13-06/30/14
Trujillo, Alex	Tutor/SC	12.00/hr	09/24/13-06/30/14
Weller, Debra	Comm. Ed./SC	2500.00/cs	09/05/13-06/30/14
Yi, Julia	Tutor/IVC	12.00/hr	09/23/13-06/30/14

B. AUTHORIZATION TO ESTABLISH AND ANNOUNCE A CLASSIFIED POSITION

1. ADMINISTRATIVE ASSISTANT, Classified Bargaining Unit Salary Range 121, Office of the Vice Chancellor of Business Services, District, seeks authorization to establish and announce a part-time, 29 hours per week, 12 months per year position to its staff complement, effective October 29, 2013.
2. GRANTS MANAGER, Categorical, a grant funded, classified management position, Integrated Administrator and Manager Salary Schedule Range 9, Division of Health Sciences and Human Services, Saddleback College seeks authorization to establish a full-time, 40 hours per week, 12 months per year, categorical position to its staff complement, effective October 29, 2013. Employment in this categorical, grant funded position is conditional upon funding by the Trade Adjustment Assistant Community College Career Training (TAACCCT) grant. (Exhibit B, Attachment 1)

B. AUTHORIZATION TO ESTABLISH AND ANNOUNCE A CLASSIFIED POSITION -
Continued

3. PROGRAM ASSISTANT, Categorical, a grant funded position, Classified Bargaining Unit Salary Range 118, Division of Health Sciences and Human Services, Saddleback College seeks authorization to establish a part-time, 19 hours per week, 12 months per year, categorical position to its staff complement, effective October 29, 2013. Employment in this categorical, grant funded position is conditional upon funding by the Trade Adjustment Assistant Community College Career Training (TAACCCT) grant.
4. STUDENT SERVICES SPECIALIST, Categorical, a grant funded position, Classified Bargaining Unit Salary Range 125, Division of Health Sciences and Human Services, Saddleback College seeks authorization to establish a full-time, 40 hours per week, 12 months per year, categorical position to its staff complement, effective October 29, 2013. Employment in this categorical, grant funded position is conditional upon funding by the Trade Adjustment Assistant Community College Career Training (TAACCCT) grant.

C. AUTHORIZATION TO ADD TO CLASSIFIED JOB CLASSIFICATION DESCRIPTION

1. DISTRICT seeks authorization to add to the Education and Experience Guidelines section on the job classification description for SENIOR MATRICULATION SPECIALIST, Classified Bargaining Unit Salary Range 127. (Exhibit B, Attachment 2)

D. AUTHORIZATION TO ELIMINATE AND CREATE CLASSIFIED POSITIONS

1. SADDLEBACK COLLEGE seeks authorization to eliminate and create the following Classified positions, within their organization as defined by Title V Education Regulation, Section (a) and (b), Recruitment 53021.
 - 1a. **ELIMINATE** LABORATORY TECHNICIAN, ENVIRONMENTAL STUDIES, Pos. #3588, Division of Advanced Technology and Applied Sciences, Classified Bargaining Unit Salary Range 122, part-time, 20 hours per week, 12 months per year position from its staff complement, and **CREATE** a LABORATORY TECHNICIAN, ENVIRONMENTAL STUDIES, Classified Bargaining Unit Salary Range 122, part-time, 29 hours per week, 12 months per year position to its staff complement, effective November 1, 2013. (Position #3588 was approved by the Board of Trustees on February 27, 2006)
 - 1bi. **CHANGE IN HOURS**, RICHARDS, JOHN, ID #14873, from Laboratory Technician, Environmental Studies, Pos. #3588, part-time, 20 hours per week, 12 months per year, to Laboratory Technician, Environmental Studies, part-time, 29 hours per week, 12 months per year, Classified Bargaining Unit Salary Range 122, Step 6, Division of Advanced Technology and Applied Sciences, effective November 1, 2013.
 2. **ELIMINATE** SENIOR ADMINISTRATIVE ASSISTANT, Pos. #4217, Division of Transfer Center and Special Programs, Classified Bargaining Unit Salary Range 127, part-time, 29 hours per week, 12 months per year position from its staff complement, and **CREATE** a SENIOR ADMINISTRATIVE ASSISTANT, Classified Bargaining Unit Salary Range 127, full-time, 40 hours per week, 11 months per year position to its staff complement, effective October 29, 2013. (Position #4217 was approved by the Board of Trustees on September 24, 2009)

D. AUTHORIZATION TO ELIMINATE AND CREATE CLASSIFIED POSITIONS -

Continued

2bi. **CHANGE IN HOURS**, SAUTER, BROOKE, ID #12146, from Senior Administrative Assistant, Pos. #4217, part-time, 29 hours per week, 12 months per year, to Senior Administrative Assistant, full-time, 40 hours per week, 11 months per year, Classified Bargaining Unit Salary Range 127, Step 6, Division of Transfer Center and Special Programs, effective October 29, 2013.

E. REORGANIZATION

1. SADDLEBACK COLLEGE seeks authorization to change the reporting structure for the following Classified Bargaining Unit position/s, from reporting to the Vice President of Instruction, to report directly to the Dean of Online Education and Learning Resources, effective November 1, 2013.

1a. APPLICATIONS SPECIALIST II, Pos. #4093, Classified Bargaining Unit Salary Schedule Range 138, full-time, 40 hours per week, 12 months per year. (Pos. 4093 was approved by the Board of Trustees on May 26, 2009, and is appointed to Thomas MacKenzie, ID #17911)

1b. APPLICATIONS SPECIALIST II, Pos. #4111, Classified Bargaining Unit Salary Schedule Range 138, full-time, 40 hours per week, 12 months per year. (Pos. 4111 was approved by the Board of Trustees on May 26, 2009, and is appointed to Vivian Nguyen, ID #15407)

1c. APPLICATIONS SPECIALIST II, Pos. #4068, Classified Bargaining Unit Salary Schedule Range 138, full-time, 40 hours per week, 12 months per year. (Pos. 4068 was approved by the Board of Trustees on May 26, 2009, and is appointed to Valerie Senior, ID #6403)

2. SADDLEBACK COLLEGE seeks authorization to change the reporting structure for the following Classified Bargaining Unit position/s, from reporting to the Dean of Online Education and Learning Resources, to report directly to the Director of Learning Assistance, effective October 29, 2013.

2a. OFFICE ASSISTANT, Pos. #4416, Classified Bargaining Unit Salary Schedule Range 113, part-time, 29 hours per week, 12 months per year. (Pos. 4416 was approved by the Board of Trustees on August 29, 2011, and is currently vacant)

3. SADDLEBACK COLLEGE seeks authorization to change the reporting structure for the following Classified Bargaining Unit position/s, from reporting to the Director of Learning Assistance, to report directly to the Dean of Online Education and Learning Resources, effective October 29, 2013.

3a. ADMINISTRATIVE ASSISTANT, Pos. #4784, Classified Bargaining Unit Salary Schedule Range 121, part-time, 25 hours per week, 12 months per year. (Pos. 4784 was approved by the Board of Trustees on May 20, 2013, and is currently vacant)

E. REORGANIZATION - Continued

4. SADDLEBACK COLLEGE seeks authorization to temporarily reorganize the location and reporting structure for the following Classified Bargaining Unit, categorical funded position/s from reporting to the Director of Financial Aid, Saddleback College; to report to the Director of Financial Aid, Irvine Valley College, effective September 19, 2013 through November 22, 2013.
 - 4a. FINANCIAL AID SPECIALIST, Pos. #2790, Classified Bargaining Unit Salary Schedule Range 125, full-time, 40 hours per week, 12 months per year. (Pos. 2790 was approved by the Board of Trustees on September 30, 2002, as a categorical position, funded by BFAP, and is appointed to Hoang-quyen Phan Dang, ID #14371)

F. CHANGE OF STATUS

1. CLASSIFIED EMPLOYMENT (Information Items – Pursuant to Board Policy 4002.1)
 - a. ABBOTT, EMERSON, ID #2249, Groundskeeper, Pos. #2793, Classified Bargaining Unit Salary Range 118, Step 6, plus longevity, 40 hours per week, 12 months per year, Office of Physical Plant, Saddleback College, is to be employed as Lead Groundskeeper, Pos. #4744, Classified Bargaining Unit Salary Range 124, Step 4, plus longevity, 40 hours per week, 12 months per year, Office of Physical Plant, Saddleback College, effective October 7, 2013. This position was approved by the Board of Trustees on February 25, 2013.
 - b. ⁴BUGAY, PATTI SUE, ID #17504, Senior Administrative Assistant, Pos. #3224, Classified Bargaining Unit Salary Range 127, Step 4, 40 hours per week, 12 months per year, Division of Fine Arts and Media Technology, Saddleback College, is employed as Curriculum Specialist, Pos. #4785, Classified Bargaining Unit Salary Range 132, Step 3, 40 hours per week, 12 months per year, Office of Instruction, Saddleback College, effective September 16, 2013. This position was approved by the Board of Trustees on May 20, 2013.
 - c. ⁵DI ALTO, STEPHANIE, ID #18268, Curriculum Assistant, Pos. #3939, Classified Bargaining Unit Salary Schedule Range 121, Step 3, 29 hours per week, 12 months per year, Office of Instruction, Saddleback College, is employed as Curriculum Specialist, Pos. #4785, Classified Bargaining Unit Salary Range 132, Step 1, 40 hours per week, 12 months per year, Office of Instruction, Saddleback College, effective September 23, 2013. This position was approved by the Board of Trustees on May 20, 2013.
 - d. PEAK, MICHAEL, ID #17032, Groundskeeper, Pos. #4010, Classified Bargaining Unit Salary Range 118, Step 5, 40 hours per week, 12 months per year, Office of Physical Plant, Irvine Valley College, is employed as Grounds Specialist, Pos. #4770, Classified Bargaining Unit Salary Range 122, Step 4, 40 hours per week, 12 months per year, Office of Physical Plant, Irvine Valley College, effective October 7, 2013. This position was approved by the Board of Trustees on April 29, 2013.

⁴ Wife of Dr. David Bugay, Vice Chancellor of Human Resources, Employer and Employee Relations, District.

⁵ Daughter of Lois DiAlto, Curriculum and Scheduling Specialist, Office of Instruction, Irvine Valley College.

G. OUT OF CLASS ASSIGNMENTS

1. BROWN, JANICE, ID #4565, Senior Admissions and Records Specialist, Pos. #3337, Classified Bargaining Unit Salary Range 126, Step 6, 40 hours per week, 12 months per year, School of Admissions, Records and Enrollment Services, Irvine Valley College, has been given a temporary change in assignment to Senior Matriculation Specialist, Pos. #3590, Classified Bargaining Unit Salary Range 127, Step 6, 40 hours per week, School of Admissions, Records and Enrollment Services, Irvine Valley College, effective September 17, 2013. This is a temporary reassignment for Jennifer Tarulli, who resigned.
2. CHAKRABORTY, JHUMA, ID #15941, Library Assistant I, Pos. #4313, Classified Bargaining Unit Salary Range 115, Step 5, 40 hours per week, 12 months per year, School of Library Services, Irvine Valley College, has been given a temporary change in assignment to Library Technician, Pos. #1377, Classified Bargaining Unit Salary Range 125, Step 1, 40 hours per week, School of Library Services, Irvine Valley College, effective October 11, 2013. This is a temporary reassignment for Sophie Ling, who is on leave.
3. GRANADOS GOMEZ, RAFAEL, ID #16160, Lead Groundskeeper, a temporary assignment, Pos. #4845, Classified Bargaining Unit Salary Range 124, Step 1, 40 hours per week, Office of Physical Plant, Saddleback College, temporary assignment ended effective September 30, 2013.
4. HIGGINS, RUTH, ID #2148, Senior Financial Aid Specialist, Pos. #3353, Classified Bargaining Unit Salary Range 129, Step 6, 40 hours per week, Financial Aid, Office of Student Services, Saddleback College, has been given a temporary change in assignment to Acting Director of Financial Aid, Pos. #4555, Classified Management, Integrated Administrator and Manager Salary Range 14, Step 1, 40 hours per week, Financial Aid, Office of Student Services, Irvine Valley College, effective October 10, 2013. This is a temporary reassignment for Darryl Cox, who is on leave.
5. MOSQUEDA, RICHARD, ID #18077, Building Maintenance Worker, a temporary assignment, Pos. #4800, Classified Bargaining Unit Salary Range 124, Step 1, 40 hours per week, Office of Physical Plant, Irvine Valley College, temporary assignment ended effective September 27, 2013.
6. ⁶NUNEZ, MARIA-ESTER, ID #12242, Executive Assistant, a temporary assignment, Pos. #4848, Classified Bargaining Unit Salary Range 133, Step 1, 40 hours per week, Office of Student Services, Irvine Valley College, temporary assignment ended effective September 25, 2013.
7. ⁵NUNEZ, MARIA-ESTER, ID #12242, Extended Opportunity Program Specialist, Pos. #3381, Classified Bargaining Unit Salary Range 121, Step 6, 40 hours per week, 12 months per year, School of Guidance and Counseling, Irvine Valley College, has been given a temporary change in assignment to Senior Administrative Assistant, Pos. #4860, Classified Bargaining Unit Salary Range 127, Step 1, 40 hours per week, Office of Student Services, Irvine Valley College, effective October 1, 2013. This temporary assignment is in a vacant position approved by the Board of Trustees on September 23, 2013.

⁶ Daughter of Kathryn Nunez, Senior Payroll Specialist, Office of Business Services, District.

G. OUT OF CLASS ASSIGNMENTS - Continued

8. OROPALLO, JOHN, ID #18002, Building Maintenance Worker, Pos. #3343, Classified Bargaining Unit Salary Range 124, Step 4, 40 hours per week, 12 months per year, Office of Physical Plant, Saddleback College, has been given a temporary change in assignment to Locksmith, Pos. #3556, Classified Bargaining Unit Salary Range 128, Step 3, 40 hours per week, Office of Physical Plant, Saddleback College, effective August 29, 2013 through September 30, 2013. This is a temporary replacement for Tyler Weinstein, who is on leave.
9. PEAK, MICHAEL, ID #17032, Irrigation Systems Specialist, a temporary assignment, Pos. #4838, Classified Bargaining Unit Salary Range 129, Step 1, 40 hours per week, Office of Physical Plant, Irvine Valley College, temporary assignment ended effective October 6, 2013.
10. RAMIREZ, ESTEBAN, ID #5758, Custodian, Pos. #1268, Classified Bargaining Unit Salary Range 113, Step 6, 40 hours per week, 12 months per year, Office of Physical Plant, Irvine Valley College, has been given a temporary change in assignment to Building Maintenance Worker, Pos. #3844, Classified Bargaining Unit Salary Range 124, Step 2, 40 hours per week, Office of Physical Plant, Irvine Valley College, effective September 28, 2013. This is a temporary replacement for Ramon Montiel, who has been temporarily reassigned.
11. VU, PHUONG, ID #15426, Financial Aid Specialist, Pos. #3403, Classified Bargaining Unit Salary Range 125, Step 6, 40 hours per week, 12 months per year, Financial Aid, Office of Student Services, Saddleback College, has been given a temporary change in assignment to Senior Financial Aid Specialist, Pos. #3353, Classified Bargaining Unit Salary Range 129, Step 5, 40 hours per week, Financial Aid, Office of Student Services, Saddleback College, effective October 10, 2013 through April 13, 2014. This is a temporary replacement for Ruth Higgins, who has been temporarily reassigned.

H. LEAVE OF ABSENCE

1. AMADIN, ELSA, ID #10652, Administrative Assistant, Pos. #3268, Classified Bargaining Unit Salary Range 121, Step 6, 40 hours per week, 12 months per year, Emeritus Institute, Office of Instruction, Saddleback College has been given an unpaid leave, with benefits effective October 15, 2013 through October 18, 2013.

I. RESIGNATION/RETIREMENT/CONCLUSION OF EMPLOYMENT

1. DOBBIE, CHERYL, ID #11489, Executive Assistant to the Office of the Vice Chancellor, Pos. #4569, Classified Management, Integrated Administrators/Manager Salary Range 10, Step 8, 40 hours per week, 12 months per year, Office of Business Services, District, resignation effective March 31, 2014 and retirement effective April 1, 2014. Payment is authorized for any compensated time off. (Permanent Start date: March 1, 2001)
2. DUNMEYER, ALICIA, ID #8635, Child Development Specialist, Pos. #3196, Classified Bargaining Unit Salary Range 122, Step 6, 27.5 hours per week, 12 months per year, Child Development Center, Office of Student Services, Saddleback College, resignation effective September 30, 2013. Payment is authorized for any compensated time off. (Permanent Start date: October 21, 1997)

I. RESIGNATION/RETIREMENT/CONCLUSION OF EMPLOYMENT - Continued

3. KOKINACIS, ALICIA, ID #19076, Child Development Specialist, Pos. #3285, Classified Bargaining Unit Salary Range 122, Step 2, 27.5 hours per week, 12 month per year, Child Development Center, Office of Student Services, Irvine Valley College, conclusion of employment effective October 21, 2013. Payment is authorized for any compensated time off. (Probationary Start date: October 29, 2012)
4. NAVARRO, ROCIO, ID #9704, Senior Administrative Assistant, Pos. #4816, Classified Bargaining Unit Salary Range 127, Step 6, 40 hours per week, 10 months per year, School of Library Services, Irvine Valley College, resignation effective October 18, 2013. Payment is authorized for any compensated time off. (Permanent Start date: January 30, 2001)

J. VOLUNTEERS

1. The following individuals are to be approved as Volunteers for the **2013/2014** academic years.

Advanced Technology and Applied Science, Saddleback College

Alders, Megan	Castro, Ricardo	Fitzpatrick, Jennifer
Golemo, Brandon	Grable, Reed	Hyde, Brion
Juarez, Armando	Lafountain, Logan	Millerd, Cole
Morales, Amanda	Ossia, Kamran	Puffer, Darrin
Richardson, Jordan	Rubiano, Nicolas	Saguilan, Josimar
Southwell, James	Strickland, Bernard	Thaker, Deepa
Vilsack, Houli	Yearwood, Drew	

Fine Arts, Irvine Valley College

Pendjer, Marica

Fine Arts and Media Technology, Saddleback College

Anzis, Mike	Brown, Cameron	Driscoll, Amber
Eberhard, Shawna	Fields, Ann	Finkelstein, Kara
Garcia, Katherine	Goldsmith, Dan	Hashrouch, Rebekah
Hauk, Jill	Heiden, Charles	Hosokawa, Patricia
Isen, Thalia	Klingbeil, Kent	Kovaleva, Lyleba
Kramer, Leome	Love, Robert	Lugo, Celia
Lugo, Danielle	Mahaffey, Claire	Mahaffey, Kari
Morse, Ken	Papperwell, Chris	Price, Linda
Priest, Amalia	Priest, Liz	Rowe, Cybele
Torcivia, Thomas	Tucker, Maryann	Verbeek, Rachel
Verde, Debra	Walters, Michael	Wolvin, Barry
Wright, William	Zimmer, Conrad	

Health Sciences and Human Services, Saddleback College

Belyea, Barbara

Health, Kinesiology, and Athletics, Irvine Valley College

Bartz, Paul	Bloemhof, Amber	Lee, Eva
Smith, Jacob	Strickland, Jeff	

J. VOLUNTEERS - Continued

1. The following individuals are to be approved as Volunteers for the **2013/2014** academic years.

Humanities & Languages, Irvine Valley College

Fujimaki, Eri	Li, Xiao	Lin, Yingtong
Nakayama, Kokoro	Thein, Aung	Yuki, Hidemi

Kinesiology and Athletics, Saddleback College

DePaolo, Karolyn	Evans, Matt	Fricke, Scott
Lipold, Chris	McNicol, Billy	Moore, Chance
Negrette, Frankie	Claypool, Eric	Sharke, Kyle

Office of the President, Saddleback College

Wang, You-Sui

Online Education and Learning Resources, Saddleback College

Black, Rebecca	Donoghue, Matthew	Fraser, Austin
Mayani, Homa	McConaughy, Richard	Nepomuceno, Michael
Saebi, Arad		

Physical Sciences and Life Sciences, Irvine Valley College

Carter, Beth	Do, Tin	Dunkle, Glenn
Forde, Johnathan	Forde, Sarah	Fujimura, Kohei
Molinar, Ruben	Tran, Hung	Wilson, Katherine

Social and Behavioral Sciences, Saddleback College

Good, Carly	Strong, Margerette
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Transfer Career and Special Programs, Saddleback College

Burnett, Dottie	Forster, Michelle	Guy, Daisy
Molina, Karen	Palmer, Kerry	Park, Hyun Jung
Volk, Dallas	Yang, Peter	Zettel, Kurt

ATTACHMENT 1

South Orange County Community College District

GRANT PROJECT MANAGER (Categorical), JC # , Integrated Administrator/Managers Salary
Schedule Range 09

(Classified Management)

DEFINITION

Working closely with the grant's project director, provide day-to-day oversight, grant compliance and leadership for an assigned multi-year grant; plan, develop, organize, implement, manage, oversee, monitor, review and evaluate all aspects and phases of the project as outlined in the terms of the grant; administer grant budgets; ensure the timely and accurate preparation and submission of required reports and statistics; develop and maintain working relationships with those involved with the project; and serve as liaison between the project and representatives of other components of the grants, SOCCCD administrators, faculty, staff, students, representatives of involved businesses and communities, advisory committees, other interested groups, and the general public; and ensure compliance with District policies and applicable State and federal regulations related to the grants.

DISTINGUISHING CHARACTERISTICS

This classification is distinguished from similar classifications in that the position assigned to this class is categorically funded, not financed by District funds.

The Grant Project Manager is a classified management classification required to serve as the grant's operations manager and perform a full range of professional-level management duties in support of the assigned grant-funded project.

Positions at this level develop, implement and administer assigned services and functional areas, participate in budget development and monitoring, develop and implement policies and procedures, coordinate communication and work activities among staff, community and business groups and partners.

Assignments performed at this level require knowledge of project management work as well as some knowledge of subject matter related to the grant.

Grant Project Manager's role is to:

- Supervise all project staff and generally coordinate the project's implementation;
- Work with staff and partners to augment project supportive services resources/build collaboratives;
- Work with evaluator to compile and report data, and assessment and evaluation reports and ensure all program documentation is complete, accurate and comprehensive;
- Work with grant partners to connect students to resources and programs;
- Responsible for coordinating program marketing, assessing student and faculty needs, networking with community based service providers, and leveraging other local resources;
- Use the required online electronic reporting system to review partner invoices requesting grant reimbursement and analyze compliance with costs and for proper classification under grant guidelines.

SUPERVISION RECEIVED AND EXERCISED

Receives direction from the Project Director.

Exercises functional and technical supervision over grant-described support and contractual personnel in accordance with grant requirements.

South Orange County Community College District
Page 2 - Grant Project Manager (Categorical)

EXAMPLES OF DUTIES - Duties may include, but are not limited to, the following:

Manage the daily operations and oversee the development and implementation of assigned aspects of assigned project according to the terms of the grant; ensure compliance with all project, grant and legal requirements; develop and implement appropriate methods and procedures to optimize efficient and effective delivery of services; direct, monitor, and evaluate grant activities and operations regularly to ensure that each grant objective is met on a timely basis; work with appropriate division staff from each program to ensure program deliverables.

Plan, design, and implement project elements that support service delivery; participate in processes to define scope and schedule of services and activities; oversee and participate in implementation processes.

Assume responsibility for providing coordination of resources for assigned project; determine short and long-term needs and develop recommendations; design processes and procedures to implement, maintain, and/or manage project resources.

Oversee and participate in the development and implementation of goals, objectives, policies, and priorities for the grant-funded project; research, develop, implement, and administer policies, procedures, and changing business practices and processes for assigned project; research, develop, implement, and administer policies, procedures and changing business practices and processes for assigned project; and develop and maintain handbooks, forms and related policies and procedures.

Resolve operational and administrative problems; identify problem areas and issues; conduct research to find alternative solutions; make recommendations; oversee and assist in implementation of recommendations.

Perform a variety of professional-level research, administrative, operational, financial, and analytical duties in support of assigned grant project; conduct studies, research projects, and analysis.

Prepare and submit administrative, operational, and financial reports, including the preparation of conclusions, recommendations, and forecasts based on data summaries and other findings according to established deadlines; consult with District staff and outside agencies to obtain information.

Manage the budget process for assigned project; develop assigned budgets; collect and analyze financial data; review, analyze and approve budget requests; create data tracking and reporting systems; oversee, monitor and review status of budgets on an ongoing basis.

Research, negotiate, and monitor assigned contracts and agreements with outside suppliers, service providers, and others; ensure work is performed in compliance with contracts and agreements; supervise the processing of invoices and payments.

Ensure the creation and maintenance of publications promoting assigned project; ensure the development of publications and materials to advertise and provide project information, including newsletters, directories, handbooks, special event flyers, and other public relations materials as needed.

Manage assigned project functions, programs, activities and functions in coordination with other staff, projects and functions as well as local, State and federal agencies/jurisdictions, business partners, and the general public; coordinate with, interact with, share knowledge and develop collaborative relationships.

South Orange County Community College District
Page 3 - Grant Project Manager (Categorical)

EXAMPLES OF DUTIES

Collaborate in the design and implementation of a network of community based organizations and educational institutions that will oversee and provide services and experiences for project participants; assist in the development of cooperative agreements with other agencies and organizations involved with providing project programs, services, and activities.

Ensure the coordination of meetings related to assigned project; represent area of assignment, participate on, and provide staff support to a variety of committees, task forces, and boards; develop agendas and write speaking points; participate in speaking engagements; ensure the preparation and presentation of marketing materials, staff reports, and other documents as appropriate and necessary; respond to and resolve inquiries and complaints.

Serve as contact and respond to requests for information from staff, other agencies, and the general public regarding assigned project; participate in community outreach and education activities; and prepare presentations and related material.

Maintain records concerning assigned project and its programs, services and activities; process incoming and outgoing documents; prepare and track various documents; prepare reports and briefings on project status, progress, changes, and related items related to scope, schedule, and budget.

Assist with overseeing website and distance education system for assigned project; update information as necessary.

Manage data and information used in assigned area including administering assigned databases; entering and modifying data; generating reports; analyzing user needs and modifies database structure and/or format in response to user needs; train staff on use of database systems; prepare database documentation.

Train, schedule, provide work direction to, supervise and evaluate assigned support staff; ensure that staff adheres to dictates of assigned grant, District policies, other applicable legal requirements and professional standards.

Maintain current knowledge of the regulations, policies, application requirements and eligibility criteria for the project and its programs, including computer hardware and software enhancements.

Maintain current knowledge of the regulations, policies, application requirements and eligibility criteria for the project and its programs, including computer hardware and software enhancements.

Perform related duties as required.

EDUCATION AND EXPERIENCE GUIDELINES

Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Education:

Equivalent to a Bachelor's degree from an accredited college or university with major course work in a public administration, business administration, education or related field.

South Orange County Community College District
Page 4 - Grant Project Manager (Categorical)

Experience:

At least three years of increasingly responsible professional experience related to the operations management of a grant or similar project.

Licenses or Other Requirements:

A valid California driver's license and proof of insurability may be required for some positions to drive a District or personal vehicle to attend meetings or pick up/deliver documents or other materials.

Knowledge of:

Applicable District policies and local, State and federal laws, codes and regulations.

Computer systems and software applications related to area of assignment, including capabilities and limitations.

Coordination and management of assigned grant.

Correct English composition, grammar, spelling and vocabulary.

District and College organization, operations, objectives, policies and procedures.

English usage, grammar, spelling, punctuation, and vocabulary.

Goals and objectives of assigned project.

Information and research resources available related to areas of assignment.

Interpersonal skills using tact, patience, diplomacy and courtesy.

Marketing, promotion and public relations techniques.

Methods and techniques used in the performance of duties and responsibilities specific to the area of assignment.

Modern office practices, procedures, methods, and equipment.

Modern principles, practices, methods and techniques of management.

Office procedures, methods, and equipment including operation of computer, peripherals and software programs, including student information systems, database management, spreadsheet, word processing and specialized software.

Operational characteristics, services, and activities of the functions, programs, and operations of assigned project.

Oral and written communication skills.

Orange County demographics and health care trends.

Pertinent federal, State of California and local laws, codes, and regulations.

Planning and organizational skills.

Preparation, publication and distribution of informational and promotional materials.

Principles and practices of financial record keeping and reporting.

Principles and practices of project development, administration, and review.

Principles and practices of training, work direction, supervision and performance evaluation.

Principles and techniques used in public relations.

Principles, practices, and procedures of business administration and public administration.

Principles, practices, and procedures of business letter writing.

Principles, practices, and procedures of complex fiscal, statistical and administrative research and report preparation.

Processes, procedures, and practices of budget preparation and administration.

Project and contract management principles and practices.

Statistical procedures and mathematical concepts.

Technical knowledge of business/industry principles and practices for area of responsibility.

Work organization and office management principles and practices.

South Orange County Community College District
Page 5 - Grant Project Manager (Categorical)

Ability to:

Adapt to changing technologies and learn functionality of new equipment and systems.
Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.
Assess community needs to develop appropriate service partnerships for assigned project.
Collect, compile and analyze data.
Communicate clearly and concisely, both orally and in writing.
Develop and administer policies and procedures.
Develop recommendations for problematic areas and implement and monitor changes.
Develop, implement and evaluate all components of the assigned grant.
Establish and maintain community relationships.
Establish and maintain effective and cooperative working relationships with those contacted in the course of work.
Establish, review, and revise office work priorities.
Exercise good judgment and maintain confidentiality in maintaining critical and sensitive information, records, and reports.
Independently compose and prepare correspondence, reports and memoranda.
Interpret, apply and explain applicable State and federal laws and regulations.
Learn and understand the content and requirements of assigned grant project quickly to assume assigned responsibilities.
Maintain complex and varied files and records.
Maintain current knowledge of assigned project.
Manage assigned project effectively according to stringent timelines.
Manage assigned project with multiple tasks and re-prioritize as needed.
Operate office equipment such as computer, printer, scanner, calculator, copier and facsimile machine.
Operate office equipment, including computer applications software, such as database management, spreadsheet, word processing and software related to area of assignment, including online reporting systems.
Oversee and manage the administrative functions and operations of the assigned office.
Perform a full range of complex, difficult and responsible project management duties involving the use of independent judgment and personal initiative.
Plan and organize work to meet schedules and changing deadlines.
Plan, organize, coordinate, prioritize, manage, perform and delegate work.
Prepare a variety of clear and concise administrative and financial reports.
Prepare and manage assigned budgets.
Prepare effective letters, press releases and promotional materials.
Prepare oral and written reports and recommendations.
Provide specialized information and assistance to students, staff, and the general public.
Relate effectively to people of varied academic, cultural and socio-economic background using tact, diplomacy and courtesy.
Research, compile, assemble, analyze, and interpret data from diverse sources.
Respond to requests and inquiries from students, staff, or the public; effectively present information in person or on the telephone to students, staff, or the public.
Select, train, lead, provide work direction, supervise and evaluate the performance of assigned personnel.
Understand the nature of partnerships and identify mutual interests.

South Orange County Community College District
Page 6 - Grant Project Manager (Categorical)

Ability to:

Understand, interpret, and apply administrative and office policies and procedures as well as pertinent laws, regulations, and ordinances.

Use sound judgment in recognizing scope of authority.

Use technical concepts and project management tools and techniques to effectively manage assigned project and solve complex problems in creative and effective ways.

Work effectively with others to achieve common goals.

Work independently with little direction.

Work under steady pressure with frequent interruptions and a high degree of public contact by phone or in person.

WORK ENVIRONMENT AND PHYSICAL DEMANDS

The work environment and physical demands described here are representative of those required by an employee to perform the essential functions of this job successfully. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Work Environment

Standard office setting. Duties are performed primarily in an office environment while sitting at a desk or computer workstation. Work also requires travel to various locations to communicate with grant partners, attend meetings or otherwise conduct work. The incumbent is subject to frequent contact with others including partners, students and staff; frequent interruptions; noise from talking or office equipment and demanding legal timelines. At least minimal environmental controls to assure health and comfort.

Physical Demands

Primary functions require sufficient physical ability and mobility to work in an office setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; to verbally communicate to exchange information; and may travel to other offices or locations to attend meetings or otherwise conduct work.

Vision:

See in the normal visual range with or without correction.

Hearing:

Hear in the normal audio range with or without correction.

Finalized by Marlys Grodt and Associates, October 7, 2013

ATTACHMENT 2

South Orange County Community College District

SENIOR MATRICULATION SPECIALIST, JC #431, Classified Bargaining Unit Salary Schedule Range 127

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

SUMMARY DESCRIPTION

Under direction from assigned supervisory or management staff, performs a variety of specialized duties related to matriculation at the assigned College; conducts outreach programs for potential students; conducts campus tours for prospective students and their parents; conducts orientation sessions for students to explain entrance and ongoing requirements; analyzes, researches, and determines course equivalencies to clear prerequisites; and assists in coordinating the matriculation process with other District departments and divisions.

DISTINGUISHING CHARACTERISTICS

This is the advanced journey level class in the Matriculation Specialist series. Positions at this level are distinguished from other classes within the series by the level of responsibility assumed and the complexity of duties assigned. Employees perform the most difficult and responsible types of duties assigned to classes within this series including conducting outreach programs for potential students, both on and off campus in order to explain requirements regarding the College's expectations, both academic and personal. In addition, positions at the Senior level conduct detailed analyses of student transcripts and course descriptions to clear English/math prerequisites and ensure students enroll in appropriate courses. Employees at this level are required to be fully trained in all procedures related to assigned area of responsibility.

REPRESENTATIVE DUTIES

The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

1. Perform a variety of specialized duties involved in the matriculation processing of new, continuing, and returning students.
2. Plan, organize, and implement College recruitment events.
3. Participate in outreach programs and conduct orientation sessions for new and potential students; answer questions and provide information concerning the College's expectations for academic achievement goals.
4. Analyze transcripts from other colleges and universities; research and evaluate course levels in order to determine appropriate equivalencies; clear prerequisites.
5. Administer student testing processes; process students with test appointments; screen students for appropriate test; administer and score English placement, math diagnostic, reading, and ESL tests to students for matriculation; process test results.
6. Coordinate, conduct, and schedule students for orientation and appointments with counselors; perform follow-up of students that do not keep test or advisement and orientation appointments.
7. Maintain and update matriculation files; generate matriculation letters; perform matriculation data entry; prepare evaluation reports for matriculation and counseling staff including providing information for course and workshop scheduling to meet student needs.

South Orange County Community College District
Page 2 - Senior Matriculation Specialist

REPRESENTATIVE DUTIES

8. Prepare, maintain, compile, and evaluate services provided to students and the number of students served; analyze data, identify trends, and develop recommendations for improved services and outcomes; provide statistical reports to administration.
9. Serve as liaison between students, instructors, and counselors to facilitate the matriculation process, specifically in areas of admission and records, testing, orientation and advisement, registration, counseling follow-up, and coordination and training of academic and classified staff.
10. Plan, prioritize, assign, supervise, and review the work of student assistants and staff involved in matriculation functions and activities; provide training to other staff regarding prerequisite code clearance and accessing transcripts.
11. Oversee the Student Ambassador Program.
12. Provide campus tours to prospective students and campus visitors.
13. Serve as member of assigned committees and groups.
14. Perform related duties as required.

QUALIFICATIONS

The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.

Knowledge of:

Methods and techniques used in conducting promotional and information sessions for current and prospective students.

Matriculation requirements and procedures at a community college.

Pertinent federal, state, and local laws, codes, and regulations including Title V matriculation requirements.

Transcript evaluation techniques including those used in determining English and math course equivalencies, credits, and prerequisites.

Confidentiality requirements when dealing with personal and sensitive student information.

Data collection and basic research principles and practices

Basic mathematical and statistical principles.

Principles, practices, and procedures of business letter writing and report preparation.

Recordkeeping methods and procedures.

Principles and practices used to establish and maintain files and information retrieval systems.

Diverse academic, socioeconomic, cultural, disability, and ethnic backgrounds of community college students.

Office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.

Work organization principles and practices.

Principles and techniques used in public relations.

Interpersonal skills using tact, patience, and courtesy.

Principles and practices of providing training, work direction, and guidance to lower-level office staff and student workers.

English usage, grammar, spelling, punctuation, and vocabulary.

South Orange County Community College District
Page 3 - Senior Matriculation Specialist

QUALIFICATIONS

Ability to:

Coordinate and conduct outreach and orientation sessions, representing the College to potential students.

Understand the organization and operation of the College as necessary to assume assigned responsibilities.

Understand, interpret, and apply administrative and office policies and procedures as well as pertinent laws, regulations, and ordinances.

Perform responsible and difficult programmatic and administrative duties involving the use of independent judgment and personal initiative.

Interpret matriculation requirements based on a student's academic history, personal circumstances, and personal goals.

Analyze transcripts from other colleges and universities to determine course equivalencies, prerequisites, and credits.

Assure that students enroll in appropriate level English, reading and math classes.

Compile and analyze detailed data related to assigned functions.

Troubleshoot problems that may be related to admissions and records assessments and orientation/advisement sessions.

Administer, score, and interpret placement and diagnostic tests.

Respond to requests and inquiries from students, staff, or the public including regarding the interpretation of matriculation procedures and policies; effectively present information in person or on the telephone to students, staff, or the public.

Implement and maintain filing and record-keeping systems.

Independently compose and prepare correspondence and memoranda.

Plan and organize work to meet schedules and changing deadlines.

Establish goals and timetables to meet program needs.

Work within the policies, functions, and requirements of area of assignment.

Provide lead supervision and training to assigned staff.

Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.

Adapt to changing technologies and learn functionality of new equipment and systems.

Type or enter data at a speed necessary for successful job performance.

Use correct English usage, grammar, spelling, punctuation, and vocabulary.

Work under steady pressure with frequent interruptions and a high degree of public contact by phone or in person.

Work independently and effectively in the absence of supervision

Work with and exhibit sensitivity to and understanding of the varied racial, ethnic, cultural, sexual orientation, academic, socio-economic, and disabled populations of community college students.

Communicate clearly and concisely, both orally and in writing.

Establish and maintain effective working relationships with those contacted in the course of work.

EDUCATION AND EXPERIENCE GUIDELINES - Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

South Orange County Community College District
Page 4 - Senior Matriculation Specialist

Education/Training:

Equivalent to a Bachelor's degree from an accredited college or university with major course work in counseling, education, liberal studies, psychology, or a related field.

Experience:

Four years of increasingly responsible administrative and programmatic experience in student services that demonstrates comprehensive knowledge of matriculation functions.

OR

Education/Training:

Equivalent to an Associate's degree from an accredited college or university with major course work in counseling, education, liberal studies, psychology, or a related field.

Experience:

Six years of increasingly responsible administrative and programmatic experience in student services that demonstrates comprehensive knowledge of matriculation functions.

LICENSE OR CERTIFICATE:

A valid California driver's license and proof of insurability may be required for some positions to drive a District or personal vehicle to other locations, such as local high schools, to conduct work.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

Environment: Work is performed primarily in a standard office setting with occasional field trips, including those to local high schools. Duties are typically performed at a desk or computer terminal; subject to noise from office equipment operation; frequent interruptions and contact in person and on the telephone with students, academic and classified staff, and others. At least minimal environmental controls are in place to assure health and comfort.

Physical: Primary functions require sufficient physical ability and mobility to work in an office setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; and to verbally communicate to exchange information.

Vision: See in the normal visual range with or without correction.

Hearing: Hear in the normal audio range with or without correction.

Revised by Johnson & Associates, June, 2005
Approved by the Board of Trustees, February 27, 2006
Revised by Forsberg Consulting Services, September 2013

TO: Board of Trustees
FROM: Gary L. Poertner, Chancellor
RE: SOCCCD: Adopt Resolution No. 13-36: Classified Employee Layoff
ACTION: Approval

BACKGROUND

As a result of lack of funds and/or lack of work, it is necessary to reduce one categorically funded classified position through layoff.

STATUS

The categorically funded classified position in Exhibit A shall be eliminated. Order of layoff shall be determined in accordance with the education code and the collective bargaining agreement as applicable.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees adopt Resolution No. 13-36 to approve the reduction and/or discontinuance of classified service shown in Exhibit A.

South Orange County Community College District

GOVERNING BOARD RESOLUTION 13-36

CLASSIFIED LAYOFF RESOLUTION

BE IT RESOLVED that the Governing Board of the South Orange County Community College District, pursuant to the recommendation of the Chancellor, hereby determines that the following classified position be eliminated, as of December 31, 2013 due to a lack of work and/or lack of funds:

<u>Number of Positions</u>	<u>Job Classification</u>	<u>Assigned Time</u>	<u>Disposition</u>
<i>1</i>	<i>HSHS Program Specialist (123) Categorically Funded CTE Pathways Initiative Health Career Project Grant Pos #4160 Saddleback College</i>	<i>40 hours/week 12 months/year</i>	<i>Eliminate</i>

BE IT FURTHER RESOLVED by the Governing Board as follows:

1. That due to a lack of funds and/or lack of work, the number of classified positions and/or employees and the amount of service rendered shall be reduced by layoff as specified above, pursuant to Education Code Section 88127 and Article 17 of the Collective Bargaining Agreement ("Agreement") between the District and the California School Employees Association – Chapter 586.
2. That the Chancellor, or his designee, is directed to give notice of layoff to the affected classified employees (considering displacement or bumping rights) pursuant to the requirements of law and the Agreement.
3. That said layoff shall become effective on December 31, 2013, subject to negotiations to the extent required by law.
4. That employee laid off pursuant to this Resolution shall be eligible for reemployment pursuant to Education Code Section 88117 and the Agreement, Article 17.

The foregoing resolution is hereby ratified by the South Orange County Community College District Governing Board on the 28th day of October, 2013 by the following vote.

Nancy M. Padberg, President

T.J. Prendergast, III, Vice President

Marcia Milchiker, Clerk

William O. Jay, Member

David B. Lang, Member

Timothy Jemal, Member

James R. Wright, Member

Gary L. Poertner, Chancellor
and Secretary to the Governing Board

TO: Board of Trustees
FROM: Gary L. Poertner, Chancellor
RE: Saddleback College and Irvine Valley College: Speakers
ACTION: Information

BACKGROUND

Outside speakers may be invited by administrators, faculty members, or recognized student groups to speak at events open to the public.

STATUS

Administrative Regulation 6140 requires that the Board of Trustees be notified, at each board meeting, of speakers who have been invited to speak and/or who have spoken at the colleges since the last board meeting. Exhibit A lists invited speakers and other pertinent information.

SPEAKERS APPROVED BY CHANCELLOR/COLLEGE PRESIDENT

SADDLEBACK COLLEGE

<i>Presentation Date/Time</i>	<i>Location</i>	<i>Faculty Member</i>	<i>Course Title/Activity</i>	<i>Speaker</i>	<i>Topic</i>
9/17/13 8:30 pm	TAS 225	Laura Cohen	Certified Interpretive Guide Training – ENV 203	Karen Klein	Prickly Pear Cactus
9/23/13 1:30 pm	TAS 220	Morgan Barrows	Environmental Hazards to Health – ENV 25	Bob Allen	Vector Borne Diseases
9/25/13 6:00 pm	TAS 225	James Ferro	Introduction to Environmental Studies – ENV 1	Melanie Peck	Energy Efficiency
10/2/13 2:00 pm	TAS 116	Ken Lee	Contemporary Landscape Design Trends - HORT 139	Bob Jacob	Current and Future Trends in Landscape Design and Site Planning
10/7/13 9:00 am	Laguna Woods Village, Clubhouse 4, Lapidary Classroom	Hiromi Takizawa	Advanced Stained Glass – ART 35XB	Devon Willis	Kiln Working in Glass
10/10/13 3:30 pm	TAS 116	Ken Lee	Landscape Mgmt & Maint – HORT 140	David Stevens	Landscape Construction w/sustainable workflow & methods
10/16/13 7:00 pm	HS 105	Martine Wehr	Introduction to Criminology	Randy Beckx & Hector Varela	Police and Health Care Partnership
10/22/13 6:00 pm	BGS 132	Larissa Bull	Fashion Buying and Merchandising – FASH 143	Danny Reyes	Design/Merchandising
10/23/13 6:00 pm	TAS 225	James Ferro	Introduction to Environmental Studies – ENV 1	Jack Simes	Water Resources (Surface Water)
10/23/13 6:00 pm	TAS 225	James Ferro	Introduction to Environmental Studies – ENV 1	Roy Herndon	Water Resources (Groundwater)
11/13/13 6:00 pm	TAS 225	James Ferro	Introduction to Environmental Studies – ENV 1	C. Andy Miller	Energy and Climate Change
11/13/13 4:00 pm	HS 104	Martine Wehr	Juv. Violence, Gangs and Victimization	Mark Block	Joplin, O.C. Probation
11/19/13	BGS 132	Larissa Bull	Fashion Buying and	Melissa Verrheim	Merchandising Operations

6:00 pm			Merchandising – FASH 143		

IRVINE VALLEY COLLEGE

<i>Presentation Date/Time</i>	<i>Location</i>	<i>Faculty Member</i>	<i>Course Title/Activity</i>	<i>Speaker</i>	<i>Topic</i>
10/2/13 12:00 pm	BSTIC 202	Carolina Kussoy	TU301, Admin. Assistant Program, open to CIM students	Pamela Xiong	Career Seminar: Interview Tips
10/17/13 7:00 pm	BSTIC 212	Irene Reynolds	Computer Technology and Electronic Research in the Law Office – LGL 202	Scott Robinson	Cloud based computer software Relativity as utilized by attorneys, expert witnesses, and paralegals to prepare and manage discovery for trial.

TO: Board of Trustees
FROM: Gary L. Poertner, Chancellor
RE: SOCCCD: Basic Aid Report
ACTION: Information

BACKGROUND

The District returned to Basic Aid status in FY 1999-2000. The Board of Trustees has requested regular information reports about projected basic aid receipts and approved projects.

STATUS

As of September 30, 2013, total estimated Basic Aid receipts are \$519.4M and total approved projects are 507.7M. The balance of \$11.7M includes the reserve of \$7.8M and unallocated funds of \$3.9M.

It should be noted that some of the approved projects are for state funded project match. Although approved, these funds will not be needed until the projects are approved by the State for funding.

There were no changes for the Basic Aid allocation from the September, 2013 Board report.

**South Orange County Community College District
Expenditure History for Approved Basic Aid Projects
October 28, 2013**

<i>Project Description</i>	<i>Approved Amount</i>	<i>1999/09 Actual</i>	<i>2009/10 Actual</i>	<i>2010/11 Actual</i>	<i>2011/12 Actual</i>	<i>2012/13 Actual</i>	<i>Balance Remaining for 2013/14</i>
CLOSED PROJECTS							
CLOSED PROJECTS TOTAL	166,258,363	151,126,393	7,520,626	3,582,102	3,818,817	177,023	33,403
CAPITAL PROJECTS							
Campus Appearance Improvement IVC & SC (2009)	1,000,000	378,837	215,312	144,365	738	140,555	120,193
ATEP Building Demolition (2007)	13,700,000	61,693	12,192	1,439,404	781,124	109,025	11,296,561
ATEP First Building Phase 3A (2011)	12,500,000						12,500,000
ATEP Operating Budget* (2006)	12,197,558	6,208,934	2,390,930	1,798,762	507,119	564,290	727,523
ATEP Site Development (2012)	340,436				31,948	98,851	209,637
ATEP Site Development (2013)	4,100,000					693,427	3,406,573
ATEP Site Development Negotiations (2008)	4,265,883	1,979,700	592,509	618,846	322,921	652,433	99,475
ATEP Staffing, Equipment, Program Development (2007)	891,611	20,689	171,285	346,066	291,119	7,785	54,667
IVC A200 Success Center (2014)	46,095						46,095
IVC A400 Bldg Remodel (2011)	13,013,000				28,153	608,333	12,376,514
IVC Defects Performing Arts Center (2014)	1,400,000						1,400,000
IVC Design and Install Entrance from Barranca (2003)	2,850,000	9,950	41,576	45,644	143,803	25,074	2,583,952
IVC Fine Arts Building (2008) - State Delay, Future Project request	61,278	61,278					-
IVC Life Sciences Project (2004)	13,490,000	81,776	793,360	448,231	(1,169,892)	693,544	12,642,981
IVC New Parking Lot (2013)	3,010,000						3,010,000
IVC Peforming Arts Center Waterproofing (2013)	470,000						470,000
IVC Repair Exteriors A100, A200, A300, A400, B100 (2010)	400,000		-	215,836	34,022	57,439	92,703
IVC Replace Main Water Valves (2010)	275,000		6,035	76,957	97,311	17,485	77,213
IVC Replace Natural Gas Piping A&B Quads (2010)	230,000		3,088	41,368		78,605	106,939
IVC Science Lab Addition & Remodel (2006)	5,180,000	2,736,299	2,024,161	412,531	-		7,009
IVC SSC HVAC System (2010)	800,000		1,346	19,668	732	12,124	766,130
IVC Upgrade Exterior & Entries to B300 (2013)	680,000						680,000
SC Building Repairs - Library Remodel (2003)	12,091,000	77,892	511,511	745,863	1,817,215	(630,004)	9,568,522
SC Building Repairs - LRC Comm Arts Renovation (2013)	2,622,000				-	12,320	2,609,680
SC Building Repairs - ATAS Building (2003)	14,733,313	153,424	-	13,800	94,380	167,292	14,304,417
SC Building Repairs - ATAS Swing Space Renov (2013)	9,520,687					124,917	9,395,770
SC Demolition and Upper Quad Remodel (2008)	1,000,000		-				1,000,000
SC Fine Arts HVAC Renovation (2013)	4,950,000					2,754	4,947,246
SC Golf Driving Range Net Replacement (2005)	300,000	96,800	5,000	4,950	19,300	42,520	131,430
SC Health Sciences/DS Waterproofing (2013)	1,000,000						1,000,000
SC New Gateway Building (2013) (Match)	1,545,115						1,545,115
SC Pool Deck Replacement (2010)	1,500,000		23	1,276,844	189,784	8,121	25,228
SC Roof Replace Tech & Applied Science, Village Bldg 3-8 (2010)	1,500,000		166,833	851,935	337,751	63,860	79,621
SC Sciences Building (M/S/E annex) (2003)	58,835,346	29,595	-	258,563	1,840,003	295,740	56,411,444
SC Site Improvements (2008)	12,580,000	-	5,740	212,701	-	1,464	12,360,095
SC SM 12KV Elec Distr Repair (2014)	200,000						200,000
SC SM HVAC PE 100 (2014)	800,000						800,000
SC SM PE 200 Bleacher Repairs (2014)	725,000						725,000
SC SM PE 200 and 300 Interior Renovation (2014)	1,000,000						1,000,000
SC SM PE 400 and 500 Renovation (2014)	800,000						800,000
SC Water Damages/Storm Drainage Issues (2013)	750,000					10,710	739,290
CAPITAL PROJECTS TOTAL	217,353,322	11,896,866	6,940,902	8,972,334	5,367,531	3,858,665	180,317,024
SCHEDULED MAINTENANCE							
IVC Library Exterior (2013)	275,000						275,000
IVC Lighting & Walkways (2013)	900,000						900,000
IVC Sports Facilities (2012)	342,600					702	341,898
SC Central Plant (2013)	750,000					61,780	688,220
SC Energy Management System (2012)	657,400				323,678	333,722	-
SC PE Complex (2013)	500,000						500,000
SCHEDULED MAINTENANCE PROJECTS TOTAL	3,425,000	-	-	-	323,678	396,204	2,705,117.71

**South Orange County Community College District
Expenditure History for Approved Basic Aid Projects
October 28, 2013**

<i>Project Description</i>	<i>Approved Amount</i>	<i>1999/09 Actual</i>	<i>2009/10 Actual</i>	<i>2010/11 Actual</i>	<i>2011/12 Actual</i>	<i>2012/13 Actual</i>	<i>Balance Remaining for 2013/14</i>
IT PROJECTS							
Campus Desktop Refresh (2013)	2,250,000					648,198	1,601,802
SOCCCD Awards Management System (2013)	500,000					303,641	196,359
SOCCCD Blackboard Plug-ins (2013)	150,000					2,000	148,000
SOCCCD Degree Audit/MAP Upgrade (2013)	1,000,000					230,118	769,882
SOCCCD Document Management Solution (2011)	659,202				622,823	18,731	17,648
SOCCCD DW Hardware Refresh (2014)	505,000						505,000
SOCCCD End-of-Life Core Network/Tech Refresh (2013)	5,500,000					446,032	5,053,968
SOCCCD Enterprise Backup Solution (2014)	150,000						150,000
SOCCCD Enterprise Content Mgmt Expansion (2013)	150,000					31,386	118,614
SOCCCD HR/Bus Svcs Integrated Software (2013)	5,250,000				16,131	150,433	5,083,436
SOCCCD Intl and Student Scholar Mgmt (2014)	54,500						54,500
HRIS Data Migration	20,000					15,000	5,000
IT Governance - TeamDymanixHE Software	50,000					14,400	35,600
TracDat Integration with SharePoint	36,000					35,964	37
DW Infrastructure Inventory System	75,000						75,000
MySite Help System	20,000					420	19,581
Unified Communications System	50,000					28,928	21,072
IT Contingency	306,855					31,800	275,055
SOCCCD IT Basic Aid Projects (2013)	557,855				-	126,511	431,344
SOCCCD IT Projects SC/IVC/ATEP Instruct & Student Svc (2010)	8,744,770		2,906,089	2,665,868	1,745,944	888,629	538,240
SOCCCD Master Calendar Integration (2014)	300,000						300,000
SOCCCD Matriculation SEP System (2013)	100,000					332	99,668
SOCCCD MySite Message Customization (2014)	150,000						150,000
SOCCCD MySite Security (2014)	50,000						50,000
SOCCCD New Library System (2014)	100,000						100,000
SOCCCD Online Catalog (2014)	125,000						125,000
SOCCCD Predictive Analytics (2013)	250,000					54,052	195,948
SOCCCD Student Information System Enhancement (2013)	3,000,000					1,047,013	1,952,987
SOCCCD Student Information System Upgrade-Phase I/Phase II (2006)	14,102,260	12,931,624	1,099,661	4,250	22,466	1,350	42,909
SOCCCD Student Success Dashboard (2014)	550,000						550,000
SOCCCD Technology Needs 2007/08 (2008)	8,036,477	5,483,732	1,197,263	923,579	392,177	28,547	11,179
SOCCCD Virtual Desktop (2014)	50,000						50,000
SOCCCD Waitlist Modification (2014)	250,000						250,000
IT PROJECTS TOTAL	52,535,064	18,415,356	5,203,013	3,593,697	2,799,541	3,976,974	18,546,483
OTHER ALLOCATIONS							
IVC Debt Retirement - Energy Loans (2014)	2,254,321						2,254,321
SOCCCD Design/Build Specialty Consultant (2013)	350,000				13,300	91,725	244,975
SOCCCD Dist Union Offices (2014)	100,000						100,000
SOCCCD DSA Inspec, Engineer, and PM Svcs (2014)	175,000						175,000
SOCCCD DSA Project Close Out (2013)	280,000					12,256	267,744
SOCCCD Facilities Software System (2013)	1,004,000					309,248	694,752
SOCCCD FPP, IPP, 5 Year Plans (2013)	175,000						175,000
SOCCCD Insurance Deductibles (2014)	100,000						100,000
SOCCCD Lease/Leaseback Consultant (2013)	350,000					8,531	341,469
SOCCCD Legislative Advocacy Services - Basic Aid (2004 - present)	510,000	136,354	13,140		117,900	100,578	142,027
SOCCCD Legal Counsel Facility Related Issues (2013)	600,000					35,073	564,927
SOCCCD Trustee Election/General Election Expense (2004 - present)	2,198,988	981,697	-	417,291	-	354,083	445,917
SOCCCD Retiree Benefits (2001 - present)	60,027,683	24,917,938	2,500,000	8,000,000	2,600,000	18,489,745	3,520,000
OTHER ALLOCATIONS TOTAL	68,124,992	26,035,989	2,513,140	8,417,291	2,731,200	19,401,240	9,026,131
BASIC AID PROJECT TOTALS	507,696,741	207,474,605	22,177,681	24,565,424	15,040,767	27,810,106	210,628,159

South Orange County Community College District
Expenditure History for Approved Basic Aid Projects
October 28, 2013

<i>Project Description</i>	<i>Approved Amount</i>	<i>1999/09 Actual</i>	<i>2009/10 Actual</i>	<i>2010/11 Actual</i>	<i>2011/12 Actual</i>	<i>2012/13 Actual</i>	<i>Balance Remaining for 2013/14</i>
		312,069,823	37,446,916	41,176,493	(9,951,045)	70,406,108	56,548,446
		312,069,823	349,516,739	390,693,233	380,742,187	451,148,295	507,696,741
		316,195,584	39,022,021	38,737,963	39,301,044	46,888,399	39,269,228
		316,195,584	355,217,605	393,955,568	433,256,612	480,145,011	519,414,239
		207,474,605	229,652,286	254,217,709	269,258,476	297,068,582	507,696,741
		108,720,979	125,565,319	139,737,859	163,998,136	183,076,429	11,717,498
<i>Change from September 2013 Report:</i>	<i>Approved Amount</i>						<i>2013/14 and Forward</i>
<i>Total Change from September 2013 Report</i>	-	-	-	-	-	-	-

TO: Board of Trustees
FROM: Gary L. Poertner, Chancellor
RE: SOCCCD: Facilities Plan Status Report
ACTION: Information

BACKGROUND

On August 30, 2004, the Board of Trustees received a list of projects under consideration for local funding and a report on the status of each project. The Board requested to be kept informed about these and other facilities projects.

STATUS

(EXHIBIT A) provides an up-to-date report on the status of current construction projects.

FACILITIES PLAN STATUS REPORT
October 28, 2013

SADDLEBACK COLLEGE

1. LIBRARY AND LEARNING RESOURCE REMODEL

	Original	Revision	Total
Project Budget:	\$21,124,000	\$1,690,000	\$22,814,000
State Match:	\$16,139,000	(\$466,000)	\$15,673,000
Basic Aid Allocation:	\$4,985,000	\$2,156,000	\$7,141,000

Budget Narrative: Budget reflects Board agenda action on 10/24/04 and 6/22/09. The state approved 2011-2012 planning budget totaled \$21,124,000. A lower-than-estimated bid was received and the state reduced their match to \$15,673,000. The Board reallocated a portion of the state's short fall using basic aid funding for a funded total of \$22,814,000. The state has reimbursed their match equal to \$15,673,000 with \$13,673,000 returned to basic aid account.

Contractor delays result in extended costs for inspections, labor compliance, and project management cost. Staff will seek reimbursement during settlement discussions with the contractor. The remaining state reimbursement will remain in the project budget until completion of these negotiations. The first round of mediation sessions is scheduled for September 10th and 11th. The contractor did not submit its final claim to District counsel in a timely manner; therefore, mediation of the claim has been postponed to a future date to be determined by the court. The contractor informed District counsel that the September 10th and 11th dates will be used to mediate subcontractor claims against the contractor.

Status: The contractor completed seventeen months behind schedule. Contractor payment withholdings include stop notices filed by subcontractors and material suppliers. Claim issues have been combined and a Judge has been assigned.

In Progress: Close out documents and warranties submittals, DSA close out.

Recently Completed: The contractor obtained a bond to address labor compliance issues surrounding its subcontractor Central Tech Air Conditioning (CTAC). Pursuant to instruction by District counsel, the District issued a settlement check to the contractor to address the CTAC issue and time barred stop notices amounts.

Focus: Legal issues and close out of outstanding change orders.

Project Start: October 2004	Scheduled Finish: January 2012
Projected Finish: September 2012	DSA Close Out: Pending

2. SCIENCES BUILDING

	Original	Revision	Total
Project Budget:	\$52,234,000	\$6,816,000	\$59,050,000
State Match:	\$36,564,000	(\$36,564,000)	-
Basic Aid Allocation:	\$3,867,000	\$54,968,000	\$58,835,000
Unassigned:	\$11,803,000	(\$11,588,000)	\$215,000

Budget Narrative: Budget reflects Board agenda action on 8/26/08, 10/27/08, 4/27/09, 6/22/09, 5/24/10, 2/28/2011 and 8/24/2012. On February 28, 2011, the Board reassigned \$14,789,346 from other Saddleback College projects and applied \$29,000,000 from basic aid dollars to partially fund the Sciences building after three years running with no state funding. On August 27, 2012, the Board approved \$11,179,000 to fund the remainder of the project budget. In August, the state chancellor's office has escalated the project budget to \$59,050,000 resulting in the unassigned amount of \$215,000.

Status: Cost reduction efforts are *complete*. Board approved Resolution to move forward with Validation Action and the Lease, Sublease and Construction Services Agreement contract documents as to form are approved.

In Progress: *A recommendation will be made to the Board this Board meeting to move forward with the Lease/Leaseback delivery method.*

Recently Completed: *Validation act has been completed.*

Focus: The contractor *has* finalized the GMP and staff *has* developed final executed agreements for final Board approval.

Project Start: March 2011	Scheduled Finish: October 2015
Projected Finish: October 2015	DSA Close Out: Pending

3. SITE IMPROVEMENTS

	Original	Revision	Total
Project Budget:	\$11,697,000	\$1,883,000	\$13,580,000
State Match:	-	-	-
Basic Aid Allocation:	\$3,442,000	\$10,138,000	\$13,580,000

Budget Narrative: Budget reflects Board agenda action on 3/24/08. *With the project shifting focus from the Loop Road to its secondary effects (Site Improvements), several previously budgeted projects have been integrated into a single project budget for scales of economy: 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) for a total project budget of \$13,580,000.*

Status: Site Improvements includes site-work (relocation of the practice fields), infrastructure (storm drain improvements) and relocation of parking lots at the New Sciences Building in parking lot 5 and locating the TAS Swing Space (Auto-tech program) in parking lot 1. Environmental impacts are expected to be influential in budget and schedule planning.

In Progress: *Solicitation for a Criteria Architect for the project and meeting with project stakeholders for a project status update.*

Recently Completed: *Issuance of a request for Proposal for Criteria Architect.*

Focus: *Hiring of a Criteria Architect to develop a definitive scope of work and prepare bid documents for Design/Build procurement.*

Project Start: Phase I-Feb 2010	Scheduled Finish: On Hold June 2016
Projected Finish: On Hold	DSA Close Out: On Hold

4. TECHNOLOGY AND APPLIED SCIENCE (TAS) RENOVATION PROJECT

	Original	Revision	Total
Project Budget:	\$8,755,055	\$5,977,945	\$14,733,000
State Match:	-	-	-
Basic Aid Allocation:	\$1,956,000	\$12,777,000	\$14,733,000

Budget Narrative: Budget reflects Board agenda action on 2/28/11 and 8/27/2012. The original basic aid assignment of \$1,956,000 met design costs. The scope was revised to include both the North and South wing with a new budget estimated at \$14,733,000. On August 27, 2012, the Board approved \$12,777,000 to fully fund the project budget.

Status: The District has approved the 100% Design Development Documents and has authorized the architect (GKK) to proceed with the Construction Documents.

In Progress: *Construction documents are in the final stage of design.*

Recently Completed: *Architect completed the 50% construction documents.*

Focus: The TAS construction phase is impacted by the TAS swing space. Construction completion for that project has been advanced to December 2015. *Architect to submit construction documents to DSA by end of the year.*

Project Start: September 2011	Scheduled Finish: March 2015
Projected Finish: April 2017	DSA Close Out: Pending

5. TECHNOLOGY AND APPLIED SCIENCE (TAS) SWING SPACE PROJECT

	Original	Revision	Total
Project Budget:	\$5,807,000	\$0	\$5,807,000
State Match:	-	-	-
Basic Aid Allocation:	\$5,807,000	\$3,714,000	\$9,521,000

Budget Narrative: Budget reflects Board agenda action on 8/27/2012. On August 27, 2012, the Board approved \$5,807,000 to fund the original project budget. On June 17, 2013, the Board approved additional funding of 3,714,000.00.

Status: Schematic Design review is complete. Campus recommended Auto Tech location at Option 1 in parking lot 1. *Project location being reviewed for design implications, budget, and compliance with CEQA.*

In Progress: Environmental, fire-life-safety, access, design revisions, budget impacts and CEQA are under review

Recently Completed: *Geotechnical borings, topographic survey*

Focus: Obtain geotechnical report, CEQA review, revised estimate.

Project Start: May 2012	Scheduled Finish: December 2014
Projected Finish: January 2016	DSA Close Out: Pending

IRVINE VALLEY COLLEGE

1. PERFORMING ARTS CENTER AND PARKING LOT 5 EXTENSION

	Original	Revision	Total
Project Budget:	\$16,304,000	\$17,309,000	\$33,613,000
State Match:	\$14,472,000	-	\$14,472,000
Basic Aid Allocation:	\$1,832,000	\$17,309,000	\$19,141,000

Budget Narrative: Budget reflects Board agenda action on 4/30/2001, 10/28/2002, 1/20/2004, 2/23/2004, 12/13/2004, and 1/31/2006. Budget also reflects reporting as shown on State Chancellor's Office FUSION report fiscal year 03-04 and 07-08.

Status: Construction complete and occupied. DSA Close Out underway. The final Notice of Completion was filed on September 24, 2007.

In Progress: There were 69 change orders requiring DSA approval. Approximately 12 remain in "Pending" status and must be closed to arrive at DSA close out.

Recently Completed:

Focus: Change order close-out. DSA Close-Out Consultant is engaged to work with the architect to complete this effort.

Project Start: October 2003	Scheduled Finish:
Finish: Complete: July 2007	DSA Close Out: Underway

2. LIFE SCIENCES PROJECT

	Original	Revisions	Total
Project Budget:	\$24,861,000	(\$4,371,000)	\$20,490,000
State Match:	\$17,393,000	(\$3,825,000)	\$13,568,000
Basic Aid Allocation:	\$1,113,000	\$10,597,000	\$11,710,000

Budget Narrative: Budget reflects Board agenda action on 6/22/2004, 5/23/2005, 3/24/2008, 4/27/2009, and 5/24/2010. The original project budget totaled \$24,861,000. The project budget was reduced to \$20,490,000 when a lower-than-estimated bid was received and the state reduced their match to \$13,568,000. When the state indicated they may not have funds for their match, the Board allocated a portion of the state's short fall using basic aid funding for a funded total of \$17,410,000. The state has reimbursed the district \$12,843,000 resulting in no need for additional basic aid funding. \$5,700,000 of the state reimbursement has been returned to basic aid project funds. Outstanding state reimbursement is \$725,000 which is the remaining portion of the state's contribution for equipment funding reimbursement.

Status: After Surety takeover, the new completion date was anticipated as July 31, 2013. The new completion is projected for *November 30, 2013*. This delay will not impact the projected spring occupancy, however, project related consultant agreements are under review and some may require another extension. Construction is 97% complete.

In Progress: Procurement is underway for the furniture, fixtures and equipment for the building. Commissioning and *punch list corrections* are in progress.

Recently Completed: *Pre-Functional test of MEP systems and Operations and Maintenance trainings.*

Focus: Correction work continues. Negotiations between Surety and District to resolve added costs of schedule delay and minimize project impacts. *Coordination of move with faculty.*

Project Start: December 2008	Scheduled Finish: July 2012
Projected Finish: October 15, 2013 <i>November 30, 2013</i>	DSA Close Out: Pending

3. FINE ARTS BUILDING

	Original	Revision	Total
Project Budget:	\$31,451,000	\$3,541,000	\$34,992,000
Anticipated State Match:	\$28,305,000	(\$3,715,000)	\$24,590,000
Basic Aid Allocation:	\$3,200,000	\$5,697,115	\$8,897,115
Unallocated:	(\$54,000)	1,558,885	\$1,504,885

Budget Narrative: Budget reflects reporting as shown on State Chancellor's Office FUSION report planning year 2014-15. Budget reflects Board agenda action on 3/24/2008 and 4/27/2009. On August 27, 2012, the Board approved an additional \$1,545,115 to fund the revised project budget.

Status: The District submitted a Final Project Proposal (FPP) to the State Chancellor's Office on June 30, 2008. Funding was pushed back first to December, 2009, and again to September, 2010. The District re-submitted once more with a shift of funding to the 2013-2014 fiscal year. The State Chancellor's office has recently adopted a new method for projecting enrollments with the expectation that projections will better align with actual enrollments. With this measure, the IVC Fine Arts project currently does not qualify for FPP approved status. If it is not funded in this fiscal year, it will not be eligible in the following FPP submittal for funding consideration.

In Progress:

Recently Completed: State Chancellor's office provided submittal to the Legislative Analyst Office on July 1, 2013 in anticipation of a 2014 bond.

Focus: Obtain FPP funding for IVC.

Project Start: On Hold	Scheduled Finish: On Hold
Projected Finish: On Hold	DSA Close Out: Pending

5. BARRANCA ENTRANCE

	Original	Revision	Total
Project Budget:	\$2,850,000	-	\$2,850,000
Anticipated State Match:	-	-	-
Basic Aid Allocation:	\$2,850,000	-	\$2,850,000

Budget Narrative: Budget reflects Board agenda action on 4/27/2009. The current basic aid assignment of \$2,850,000 is considered sufficient to meet project costs.

Status: Plan coordination issues with the City of Irvine 98% complete.

In Progress: Finalize negotiations with the City of Irvine for easement and maintenance of landscape. Finalize negotiations with utility company for easement. Develop specifications for bid documents.

Recently Completed: Division of the State Architect complete with accessibility review.

Focus: Conclude agency negotiations and prepare documents to bid.

Project Start: March 2010	Scheduled Finish: Summer/Fall 2013
Projected Finish: Early 2016	DSA Close Out: Pending

6. A400 RENOVATION AND EXPANSION PROJECT

	Original	Revision	Total
Project Budget:	\$3,004,051	\$8,458,949	\$11,463,000
Anticipated State Match:	-	-	-
Basic Aid Allocation:	\$1,000,000	\$12,013,000	\$13,013,000

Budget Narrative: Budget reflects Board agenda action on 2/28/2011 and 8/27/2012. On August 27, 2012, the Board approved \$10,463,000 additional to fund the project budget. Staff analyzed the budget identified in the Education and Facilities Master Plan and determined there was no allowance for equipment. On June 17, the Board approved \$1,550,000 for furniture, fixtures and equipment.

Status: The 50% construction documents have been *reviewed by District and staff*. Contractor is incorporating comments and working on 100% construction documents.

In Progress: 100% construction documents *in progress*

Recently Completed: IVC Faculty/End Users accepted 100% design development documents and provided review comments on 50% construction documents.

Focus: Continue 100% construction document for DSA submission in late ~~September~~ October 2013. Begin furniture, fixture and equipment selection.

Project Start: December 2012	Scheduled Finish: May 2016
Projected Finish: May 2016	DSA Close Out: Pending

ATEP

1. ATEP BUILDING DEMOLITION

	Original	Revision	Total
Project Budget:	\$7,000,000	-	\$7,000,000
Anticipated State Match:	-	-	-
Basic Aid Allocation:	\$7,000,000	-	\$7,000,000

Budget Narrative: Budget reflects Board action on 4/22/2004.

Status: Four demolition projects are complete with ATEP Building Foundations and Infrastructure Demolition underway.

In Progress: Determination for how to best address unforeseen circumstances below grade. Associated change order and amendment is included in this Board agenda.

Recently Completed: ATEP Building Foundations and Infrastructure Demolition: State Water Board approval of Storm Water Pollution Prevention Plan (SWPPP) to move forward with grading.

Focus: Ensure that site is left in good condition to meet on-going maintenance needs.

Project Start: September 2010	Scheduled Finish: March 2013
Projected Finish: March 2013	DSA Close Out: N/A

2. ATEP FIRST BUILDINGS - PHASE 3A

	Original	Revision	Total
Project Budget:	-	-	-
Anticipated State Match:	-	-	-
Basic Aid Allocation:	\$12,500,000	-	\$12,500,000

Budget Narrative: Budget reflects Board action on 2/28/2011. \$12,500,000 has been allocated to the Phase 3A project budget.

Status: Board approved two 30,000 square foot buildings, one for Saddleback College and one for Irvine Valley College. Board approved Design/Build as a delivery method for these projects and Criteria Architect has developed the Criteria documents. Programming completed January 2012. IVC Technical Specifications approved during A400 project development.

In Progress: Colleges are performing reviews on programming objectives.

Recently Completed: Saddleback College completed review of the technical specifications.

Focus: Development of RFP criteria documents underway with district and college facilities department participation.

Project Start: January 2013	Scheduled Finish: June 2016
Projected Finish: June 2016	DSA Close Out: Pending

DISTRICT WIDE

1. 20 YEAR FACILITIES, RENOVATION AND SCHEDULED MAINTENANCE FACILITIES SYSTEM

	Original	Revision	Total
Project Budget:	\$704,000	-	\$704,000
Anticipated State Match:	-	-	-
Basic Aid Allocation:	\$704,000	-	\$704,000

Budget Narrative: Budget reflects Board action on 6/25/2012.

Status: Consultants are continuing to move forward with the project.

In Progress: Coordinate condition assessment and scheduled maintenance information into a graphic representation at State Chancellor's website. Irvine Valley College is beginning to employ the Maintenance Direct portion of the software modules.

Recently Completed: Draft condition assessment report for Irvine Valley College and Saddleback College reviewed. Graphic representation of District buildings at State Chancellor's office website complete.

Focus: Finalize report, schedule training at college level, and upload information with State Chancellor's Office FUSION website.

Project Start: July 2012	Scheduled Finish: June 2013
Projected Finish: October 2013	DSA Close Out: N/A

Project updates for active projects may be viewed at:
<http://soccdd.edu/businessservices/ProjectUpdates.html>.

Definitions:

Project Start:	Month Architect/Consultant(s) are brought on board for design/project
Scheduled Finish:	Assumed duration of project depending on variables, such as agency review, etc. that are outside of the control of District and consultants
Projected Finish:	Identified finish at the time of the report
DSA Close Out:	The process of sending required documents to DSA to obtain project certification. Level of project complication dictates timeframe for completing this scope of work.

Note: Project budgets reflect the allocated state match as reported in FUSION for the planning year 2014-2015. (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 70% match and so on as the economy changes) 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: Gary L. Poertner, Chancellor

RE: SOCCCD: Retiree (OPEB) Trust Fund

ACTION: Information

BACKGROUND

In April 2008 the SOCCCD 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. It was funded in June, 2008 with a deposit of \$50,791,103. Additional deposits were made in the amounts of \$4,618,708 in January, 2011, and \$13,889,913 in June - August, 2013.

STATUS

This report is for the period ending September 30, 2013 (Exhibit A). The portfolio is comprised of 48.9% Fixed Funds (Bonds) and 51.1% Common Stocks (Domestic and International). The fair market value at September 30, 2013 is \$87,424,231. Since inception, the trust has earned a 5.87% annualized return, which is up .54% from the prior month. The annualized return is consistent with the market.

October 9, 2013

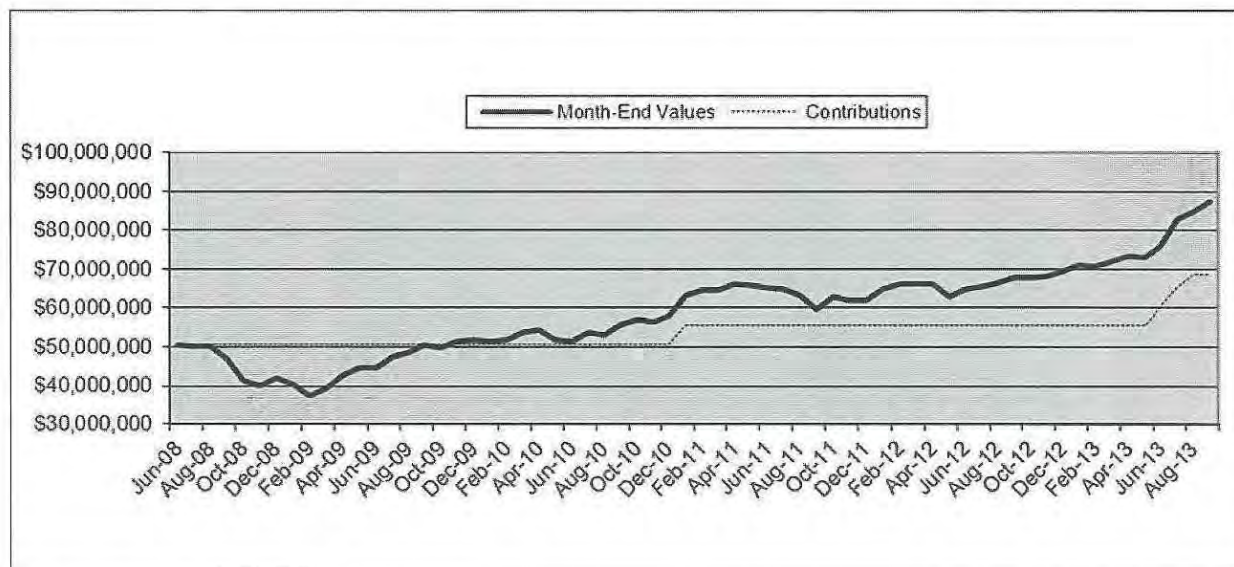
South Orange County Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692

Re: South Orange County CCD Retiree (OPEB) Irrevocable Trust

With a fair market value on September 30th of \$87,424,231.06 your portfolio's performance was up 3.16% for the month and up 5.87% 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 bond funds (48.9%), and common stock funds (51.1%). It was designed to be invested over a long time frame. Deposits included the initial contribution of \$50,791,103 in June 2008, and additional contributions of \$4,618,708 on January 10, 2011, \$5,000,000 on June 17, 2013, \$5,000,000 on July 31, 2013 and \$3,389,912.76 on August 20, 2013 for a total of \$68,799,723.76. Below is the performance of your portfolio for various time frames since inception.

<u>Performance</u>	<u>September 2013</u>	<u>Year-To-Date</u>	<u>Annualized Since Inception</u>
South Orange CCCD	3.16%	6.32%	5.87% annualized return
S&P 500	3.14%	19.81%	7.70% (Domestic Stocks)
MSCI EAFE	7.39%	16.14%	1.49% (International stocks)
Barclays Aggregate	0.95%	-1.88%	5.06% (Domestic Bonds)
Barclays Global	2.06%	-2.15%	4.03% (Global Bonds)



Very truly yours,

Scott W. Rankin
Scott W. Rankin
Senior Vice President

Benefit Trust - Retiree (OPEB) Trust

EXHIBIT A
Page 2 of 2

Month - Year	Month-End Values	Contributions
June-08	\$ 50,589,708	\$ 50,791,103
June-09	\$ 44,706,214	\$ 50,791,103
June-10	\$ 51,342,419	\$ 50,791,103
June-11	\$ 65,060,898	\$ 55,409,811
July-11	\$ 64,945,129	\$ 55,409,811
August-11	\$ 63,185,567	\$ 55,409,811
September-11	\$ 59,495,123	\$ 55,409,811
October-11	\$ 63,076,658	\$ 55,409,811
November-11	\$ 61,958,358	\$ 55,409,811
December-11	\$ 61,922,567	\$ 55,409,811
January-12	\$ 64,741,289	\$ 55,409,811
February-12	\$ 66,183,867	\$ 55,409,811
March-12	\$ 66,171,932	\$ 55,409,811
April-12	\$ 66,175,447	\$ 55,409,811
May-12	\$ 63,042,614	\$ 55,409,811
June-12	\$ 64,788,984	\$ 55,409,811
July-12	\$ 65,563,930	\$ 55,409,811
August-12	\$ 66,464,346	\$ 55,409,811
September-12	\$ 67,752,206	\$ 55,409,811
October-12	\$ 67,885,330	\$ 55,409,811
November-12	\$ 68,138,640	\$ 55,409,811
December-12	\$ 69,357,729	\$ 55,409,811
January-13	\$ 70,991,112	\$ 55,409,811
February-13	\$ 70,937,479	\$ 55,409,811
March-13	\$ 71,945,351	\$ 55,409,811
April-13	\$ 73,452,895	\$ 55,409,811
May-13	\$ 72,940,697	\$ 55,409,811
June-13	\$ 76,038,439	\$ 60,409,811
July-13	\$ 82,877,790	\$ 65,409,811
August-13	\$ 84,697,024	\$ 68,799,724
September-13	\$ 87,424,231	\$ 68,799,724

TO: Board of Trustees
FROM: Gary L. Poertner, Chancellor
RE: SOCCCD: Monthly Financial Status Report
ACTION: Information

BACKGROUND

Monthly General Fund financial reports (EXHIBIT A) for the two colleges and the District 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.

STATUS

The reports display the adopted budget, revised budget and transactions through September 30, 2013 (EXHIBIT A). A review of current revenues and expenditures for FY 2013-2014 show they are in line with the budget.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
General Fund Income and Expenditure Summary
As of September 30, 2013

REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE		Adopted Budget	Revised Budget	Actual Beg Bal & Receipts/ Expenditures	% Actual to Revised
SOURCES OF FUNDS					
BEGINNING FUND BALANCE:		\$ 34,319,623	34,319,623	34,319,623	100.00%
REVENUES:					
Federal Sources	8100-8199	\$ 1,437,406	1,886,872	141,351	7.49%
State Sources	8600-8699	16,576,274	17,073,186	3,802,465	22.27%
Local Sources	8800-8899	187,210,910	187,210,910	20,669,728	11.04%
Other Financing Sources	8900-8912			0	
Total Revenue		205,224,590	206,170,968	24,613,544	11.94%
INCOMING TRANSFERS	8980-8989	0	0	0	
TOTAL SOURCES OF FUNDS		\$ 239,544,213	240,490,591	58,933,167	24.51%
USES OF FUNDS					
EXPENDITURES:					
Academic Salaries	1000-1999	\$ 67,332,618	67,324,884	13,988,451	20.78%
Other Staff Salaries	2000-2999	41,249,943	41,384,135	6,738,630	16.28%
Employee Benefits	3000-3999	35,816,180	35,872,683	7,537,259	21.01%
Supplies & Materials	4000-4999	5,090,739	4,876,442	734,143	15.05%
Services & Other Operating	5000-5999	20,660,367	21,184,283	5,183,943	24.47%
Capital Outlay	6000-6999	5,781,881	5,885,099	561,449	9.54%
Payments to Students	7500-7699	398,441	764,121	71,420	9.35%
Total Expenditures		\$ 176,330,169	177,291,647	34,815,295	19.64%
OTHER FINANCING USES:					
Debt Service	7100-7199	2,254,321	2,254,321	2,316,646	102.76%
Inter Fund Transfers Out	7300-7399	\$ 3,209,000	3,209,000	454,000	14.15%
Basic Aid Transfers Out	7300-7399	33,804,051	33,804,051	0	0.00%
Intra Fund Transfers Out	7400-7499	0	0	0	0.00%
Total Other Uses		39,267,372	39,267,372	2,770,646	7.06%
TOTAL USES OF FUNDS		215,597,541	216,559,019	37,585,941	17.36%
ENDING FUND BALANCE		\$ 23,946,672	23,931,572	21,347,226	
RESERVES					
Reserve for Unrealized Tax Collections (Basic Aid)		\$ 11,717,496	11,717,496		
Reserve for Economic Uncertainties		11,296,568	11,296,568		
College Reserves for Economic Uncertainties		932,608	917,508		
TOTAL RESERVES		\$ 23,946,672	23,931,572		

NOTE: As of September 30, 2012, actual revenues to date were **24.53%** and actual expenditures to date were **18.55%** of the revised budget to date.

SADDLEBACK COLLEGE

General Fund Income and Expenditure Summary
As of September 30, 2013

REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE		Adopted Budget	Revised Budget	Beg Bal & Receipts/ Expenditures	% Actual to Revised
SOURCES OF FUNDS					
LOCATION BEGINNING BALANCE		\$ 9,959,945	9,959,945	9,959,945	100.00%
REVENUES:					
Unrestricted Budget Allocation		\$ 85,095,866	85,095,866	8,608,486	10.12%
Restricted Budget Allocation		9,097,454	9,539,502	2,730,723	28.63%
Total Revenue		94,193,320	94,635,368	11,339,209	11.98%
INCOMING TRANSFERS	8980-8989	0	0	0	
TOTAL SOURCES OF FUNDS		<u>\$ 104,153,265</u>	<u>104,595,313</u>	<u>21,299,154</u>	20.36%
USES OF FUNDS					
EXPENDITURES:					
Academic Salaries	1000-1999	\$ 43,634,681	43,613,847	9,358,303	21.46%
Other Staff Salaries	2000-2999	20,664,930	20,657,449	3,462,500	16.76%
Employee Benefits	3000-3999	20,323,819	20,325,967	4,216,084	20.74%
Supplies & Materials	4000-4999	3,643,373	3,668,909	531,819	14.50%
Services & Other Operating	5000-5999	8,977,419	9,021,008	1,987,249	22.03%
Capital Outlay	6000-6999	4,110,114	4,143,524	475,152	11.47%
Payments to Students	7500-7699	223,929	589,609	67,835	11.51%
Total Expenditures		<u>\$ 101,578,265</u>	<u>102,020,313</u>	<u>20,098,942</u>	19.70%
OTHER FINANCING SOURCES/(USES):					
Debt Service	7100-7199	0	0	0	
Transfers Out	7300-7399	\$ 2,075,000	2,075,000	270,000	13.01%
Other Transfers	7400-7499	0	0	0	
Total Other Uses		<u>2,075,000</u>	<u>2,075,000</u>	<u>270,000</u>	13.01%
TOTAL USES OF FUNDS		<u>103,653,265</u>	<u>104,095,313</u>	<u>20,368,942</u>	19.57%
LOCATION OPERATING BALANCE		<u>\$ 500,000</u>	<u>500,000</u>	<u>930,212</u>	
RESERVES					
Reserve for Economic Uncertainties		<u>\$ 500,000</u>	<u>500,000</u>		

NOTE: As of September 30, 2012, actual revenues to date were **24.31%** and actual expenditures to date were **19.91%** of the revised budget to date.

IRVINE VALLEY COLLEGE

General Fund Income and Expenditure Summary
As of September 30, 2013

REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE		Adopted Budget	Revised Budget	Beg Bal & Receipts/ Expenditures	% Actual to Revised
SOURCES OF FUNDS					
LOCATION BEGINNING BALANCE		1,544,479	1,544,479	1,544,479	100.00%
REVENUES:					
Unrestricted Budget Allocation		\$ 47,898,208	47,898,208	5,862,423	12.24%
Restricted Budget Allocation		5,674,197	6,178,527	2,407,239	38.96%
Total Revenue		53,572,405	54,076,735	8,269,662	15.29%
INCOMING TRANSFERS	8980-8989	0	0	0	
TOTAL SOURCES OF FUNDS		<u>55,116,884</u>	<u>55,621,214</u>	<u>9,814,141</u>	17.64%
USES OF FUNDS					
EXPENDITURES:					
Academic Salaries	1000-1999	21,888,688	21,901,788	4,307,101	19.67%
Other Staff Salaries	2000-2999	12,795,573	12,937,246	2,058,724	15.91%
Employee Benefits	3000-3999	11,506,470	11,560,825	2,356,756	20.39%
Supplies & Materials	4000-4999	1,200,271	960,438	187,245	19.50%
Services & Other Operating	5000-5999	5,092,095	5,573,744	1,271,179	22.81%
Capital Outlay	6000-6999	1,142,667	1,211,153	73,199	6.04%
Payments to Students	7500-7699	174,512	174,512	3,585	2.05%
Total Expenditures		53,800,276	54,319,706	10,257,789	18.88%
OTHER FINANCING SOURCES/(USES):					
Debt Service	7100-7199	0	0	0	
Transfers Out	7300-7399	884,000	884,000	184,000	20.81%
Other Transfers	7400-7499	0	0	0	
Total Other Uses		884,000	884,000	184,000	20.81%
TOTAL USES OF FUNDS		<u>54,684,276</u>	<u>55,203,706</u>	<u>10,441,789</u>	18.92%
LOCATION OPERATING BALANCE		<u>432,608</u>	<u>417,508</u>	<u>(627,648)</u>	
RESERVES					
Reserve for Economic Uncertainties		<u>432,608</u>	<u>417,508</u>		

NOTE: As of September 30, 2012, actual revenues to date were **20.91%** and actual expenditures to date were **20.20%** of the revised budget to date.

The negative Location Operating Balance is due to a lower beginning balance and the timing of property tax receipts.

TO: Board of Trustees
FROM: Gary L. Poertner, Chancellor
RE: SOCCCD: Quarterly Financial Status Report
ACTION: Information

BACKGROUND

Title 5, California Code of Regulations, Section 58310 requires each community college district to prepare a Quarterly Financial Status Report based on measurements and standards as established by the Board of Governors and certified on forms provided by the Chancellor no later than forty-five days following completion of each quarter.

STATUS

The California Community Colleges Quarterly Financial Status Report for SOCCCD, as of September 30, 2013 for FY 2013-2014, is attached (EXHIBIT A) for the Board of Trustees' information and review.

CALIFORNIA COMMUNITY COLLEGES CHANCELLOR'S OFFICE

Quarterly Financial Status Report, CCFS-311Q

VIEW QUARTERLY DATA

CHANGE THE PERIOD ▼

Fiscal Year: 2013-2014

District: (890) SOUTH ORANGE

Quarter Ended: (Q1) Sep 30, 2013

Line	Description	As of June 30 for the fiscal year specified			
		Actual 2010-11	Actual 2011-12	Actual 2012-13	Projected 2013-2014
Unrestricted General Fund Revenue, Expenditure and Fund Balance:					
A.	Revenues:				
A.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	179,153,234	178,949,792	192,456,241	190,417,683
A.2	Other Financing Sources (Object 8900)	0	0	3,877	0
A.3	Total Unrestricted Revenue (A.1 + A.2)	179,153,234	178,949,792	192,460,118	190,417,683
B.	Expenditures:				
B.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	143,192,286	138,718,862	148,087,433	154,913,655
B.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	41,067,999	40,871,237	37,873,228	39,167,372
B.3	Total Unrestricted Expenditures (B.1 + B.2)	184,260,285	179,590,099	185,960,661	194,081,027
C.	Revenues Over(Under) Expenditures (A.3 - B.3)	-5,107,051	-640,307	6,499,457	-3,663,344
D.	Fund Balance, Beginning	26,842,817	21,735,766	21,095,459	27,594,916
D.1	Prior Year Adjustments + (-)	0	0	0	0
D.2	Adjusted Fund Balance, Beginning (D + D.1)	26,842,817	21,735,766	21,095,459	27,594,916
E.	Fund Balance, Encing (C. + D.2)	21,735,766	21,095,459	27,594,916	23,931,572
F.1	Percentage of GF Fund Balance to GF Expenditures (E. / B.3)	11.8%	11.7%	14.8%	12.3%

II. Annualized Attendance FTES:

G.1	Annualized FTES (excluding apprentice and non-resident)	28,199	27,828	27,803	27,803
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III. Total General Fund Cash Balance (Unrestricted and Restricted)

		As of the specified quarter ended for each fiscal year			
		2010-11	2011-12	2012-13	2013-2014
H.1	Cash, excluding borrowed funds		24,575,572	5,373,346	11,188,104
H.2	Cash, borrowed funds only		0	0	0
H.3	Total Cash (H.1+ H.2)	8,659,681	24,575,572	5,373,346	11,188,104

IV. Unrestricted General Fund Revenue, Expenditure and Fund Balance:

Line	Description	Adopted Budget (Col. 1)	Annual Current Budget (Col. 2)	Year-to-Date Actuals (Col. 3)	Percentage (Col. 3/Col. 2)
I.	Revenues:				
I.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	190,417,683	190,417,683	19,309,925	10.1%
I.2	Other Financing Sources (Object 8900)	0	0	0	
I.3	Total Unrestricted Revenue (I.1 + I.2)	190,417,683	190,417,683	19,309,925	10.1%
J.	Expenditures:				
J.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	154,898,555	154,913,655	31,741,285	20.5%
J.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	39,167,372	39,167,372	2,750,646	7%
J.3	Total Unrestricted Expenditures (J.1 + J.2)	194,065,927	194,081,027	34,491,931	17.8%
K.	Revenues Over(Under) Expenditures (I.3 - J.3)	-3,648,244	-3,663,344	-15,182,006	
L	Adjusted Fund Balance, Beginning	27,594,916	27,594,916	27,594,916	
L.1	Fund Balance, Ending (C. + L.2)	23,946,672	23,931,572	12,412,910	
M	Percentage of GF Fund Balance to GF Expenditures (L.1 / J.3)	12.3%	12.3%		

V. Has the district settled any employee contracts during this quarter?

NO

If yes, complete the following: (If multi-year settlement, provide information for all years covered.)

Contract Period Settled (Specify) YYYY-YY	Management		Academic				Classified	
	Total Cost Increase	% *	Total Cost Increase	% *	Total Cost Increase	% *	Total Cost Increase	% *
a. SALARIES:								
Year 1:								
Year 2:								
Year 3:								
b. BENEFITS:								
Year 1:								
Year 2:								
Year 3:								

* As specified in Collective Bargaining Agreement or other Employment Contract

c. Provide an explanation on how the district intends to fund the salary and benefit increases, and also identify the revenue source/object code.

VI. Did the district have significant events for the quarter (include incurrence of long-term debt, settlement of audit findings or legal suits, significant differences in budgeted revenues or expenditures, borrowing of funds (TRANS), issuance of COPs, etc.)?

NO

If yes, list events and their financial ramifications. (Enter explanation below, include additional pages if needed.)

VII. Does the district have significant fiscal problems that must be addressed?

This year?
Next year?

NO
NO

If yes, what are the problems and what actions will be taken? (Enter explanation below, include additional pages if needed.)

CALIFORNIA COMMUNITY COLLEGES
CHANCELLOR'S OFFICE

Quarterly Financial Status Report, CCFS-311Q
CERTIFY QUARTERLY DATA

CHANGE THE PERIOD ▼

Fiscal Year: 2013-2014

Quarter Ended: (Q1) Sep 30, 2013

District: (890) SOUTH ORANGE

Your Quarterly Data is ready for certification.

Please complete the fields below and click on the 'Certify This Quarter' button

Chief Business Officer

CBO Name:

CBO Phone:

CBO Signature:

Date Signed:

Chief Executive Officer Name:

CEO Signature:

Date Signed:

Electronic Cert Date:

District Contact Person

Name:

Title:

Telephone:

Fax:

E-Mail:

Certify This Quarter

California Community Colleges, Chancellor's Office
Fiscal Services Unit
1102 Q Street, Suite 4554
Sacramento, California 95814-6511

Send questions to:
Christine Atalig (916)327-5772 atalig@ccccc.edu or Tracy Britten (916)323-6899 tbritten@ccccc.edu

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TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: Reports from Administration and Governance Groups

ACTION: None

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 up to two minutes each.*

Saddleback College Academic Senate
Faculty Association
Irvine Valley College Academic Senate
Associate Vice Chancellor, Economic Development
Vice Chancellor, Technology & Learning Services
Vice Chancellor, Human Resources
Vice Chancellor, Business Services
Irvine Valley College Classified Senate
California School Employees Association
Saddleback College Classified Senate
Police Officers' Association
Associated Student Government of SC
Associated Student Government of IVC



IRVINE VALLEY COLLEGE

5500 Irvine Center Drive, Irvine, CA 92618 | T 949-451-5100 | www.ivc.edu

TO: Gary L. Poertner, Chancellor, and Members of the Board of Trustees

FROM: Glenn R. Roquemore, PhD, President *GRR*

DATE: October 17, 2013

SUBJECT: **President's Report for the October 28, 2013 Board of Trustees Meeting**

Kognito Launched at IVC

On September 17, Irvine Valley College (IVC) launched a new online program for students, faculty and staff to learn to aid students in need. The Kognito platform offers interactive tutorials that will enable faculty and staff to gain the proper skills needed to approach and help a student in need. Three interactive learning modules were created specifically for faculty and staff. The modules are interactive and involve real-world scenarios. The Kognito web page also includes up-to-date resource and referral lists with contact numbers which are very helpful for staff dealing with a student in crisis. The program was launched due to staff and faculty dealing more and more students who are stressed and in distress. Vice President for Student Services Dr. Linda Fontanilla and her staff, Dr. Elizabeth Cipres and the Counseling Office team, the Health and Wellness Center staff worked with Diane Oaks and her marketing team to launch the Kognito program at IVC. These online training courses were made possible through the CCC Student Mental Health Program, a partnership between the state Chancellor's Office and the Foundation for California Community Colleges (FCCC) funded through a grant from the California Mental Health Services Authority (CalMHSA).

Irvine Chamber of Commerce/IVC Partnership

IVC President Glenn Roquemore has been asked to chair the Irvine Chamber of Commerce, Economic and Workforce Development Committee. Under this committee, three task forces have been formed. Research: Skills and Workforce Data Base (Dr. Craig Hayward, IVC Director Research, Planning and Accreditation); Public Relations: Connecting the Partnerships (Diane Oaks, IVC Director of Marketing, Communications and Broadcast Services); Education with Business: Building a New Model for Student Success (Dr. Barb Blanchard, IVC Acting Dean, Instruction & Workforce Development and Dr. Cathleen Greiner, IVC Dean, Online and Extended Education). The important work done by these task forces will ultimately be shared with the Chamber's Economic Vitality Council.

Stanford University Roundtable

On October 8 in the PAC ASIVC Lounge, IVC hosted a Stanford University seminar for students interested in transferring to Stanford University. Representatives from Stanford were on hand for a discussion on learning the necessities for admission into Stanford. Attendance was limited to 50 students, as Stanford is a highly selective transfer institution.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

BOARD OF TRUSTEES: William O. Jay, Timothy Jamal, David B. Lang, Marcia Milchiker, Nancy M. Padberg, T. J. Prendergast III, James R. Wright
Gary L. Poertner, Chancellor • Glenn R. Roquemore, PhD, President, Irvine Valley College

An Equal Opportunity Institution

Instrumental Music Day Saturday

On Saturday, October 5, all of the IVC instrumental music performance ensembles performed at 7:30 p.m. Saturday, on the PAC Main Stage. Dr. Patric Taylor served as the special guest conductor.

IVC Challenges the British National Debate Team

On Monday, October 7, the IVC Debate Team went head-to-head against the British National Debate Team at 7 p.m. in the Performing Arts Center. This year marks the eleventh time the British National Debate Team has come to IVC for this debating event. The debate topic that was argued for and against was: "United States and Russian Diplomacy over Syria does more harm than good."

Annual Foundation Gala: Celebrating Success Under The Stars

On Saturday evening, September 21, the IVC Foundation held its annual event which included a crowd of approximately 200 IVC friends and supporters who gathered on the campus Live Oak Terraces to participate in the Foundation Gala "Advancing Success, Celebrating Excellence." Guests enjoyed a lively program featuring cocktails, hors d'oeuvres, an elegant buffet catered by the Hyatt, a silent auction, awards, speeches (including a question and answer session with IVC student vets) and entertainment with performances by the Laguna SwingSet, dance concert choreographed by Professor Marie de la Palme and her IVC dance students, as well as a patriotic laser light show, choreographed by IVC Professor Brian Monacelli and projected onto the PAC east-facing wall as the grand finale of the evening. Proceeds from this event will fund Veterans Angels: Total Support for Veterans Education, the IVC Veterans Services Center, IVC Faculty Teaching and Learning Excellence Funds, IVC Student Scholarships, and the IVC Foundation.

IVC Sponsored City of Irvine's Global Village Festival

The City of Irvine held its annual Global Village celebration and once again, IVC was a friend-level sponsor. The Irvine Global Village celebration took place Saturday, September 28 at Bill Barber Park. Outreach Specialist, Anne Akers, and Student Services Specialist, Anna Minniece, held a booth for IVC to represent the college at the community event. They gave out information to interested students and their parents about why they should choose IVC for their first two years of college. The Irvine City Council will recognize IVC for the sponsorship among other sponsors, such as Walmart, Wells Fargo, etc., at the November 12 city council meeting.

President Roquemore Named to Participate at ACCT Leadership Congress

President Glenn Roquemore was invited to represent IVC and serve on a four-president panel at the Association of Community College Trustees (ACCT) in Seattle, Washington, October 2-5. The ACCT is a non-profit educational organization of governing boards, representing more than 6,500 elected and appointed trustees who govern over 1,200 community, technical, and junior colleges in the United States and beyond. At the conference, Dr. Roquemore spoke on the topic, "Crisis and Opportunity: Aligning the Community-College Presidency with Student Success."

IVC Marketing Department Honored at the NCMPR Medallion Awards

Kudos to the IVC Marketing team for three National Council for Marketing and Public Relations (NCMPR) Medallion Awards received at the NCMPR District 6 Conference. IVC received a gold Medallion Award for work submitted by its newest member, Melinda Wilhelm, for an illustration marketing Career and Transfer. The team also received bronze awards in Social/Online Marketing and Web Design. District 6 comprises of community colleges from the southwestern U.S., including Arizona, California, Hawaii, Nevada, and Utah.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

BOARD OF TRUSTEES: Thomas A. Fuentes, William O. Jay, David B. Lang, Frank M. Meldau, Ph.D., Marcia Milchiker, Nancy M. Padberg, T.J. Prendergast, III
Gary L. Poertner, Chancellor • Glenn R. Roquemore, Ph.D., President, Irvine Valley College

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SADDLEBACK COLLEGE

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949.582.4722 • www.saddleback.edu

Tod A. Burnett, Ed.D.
President

TO: Members of the Board of Trustees
Gary L. Poertner, Chancellor

FROM: Dr. Tod A. Burnett, President

SUBJECT: Report for October 28, 2013 Board of Trustees Meeting

Saddleback College announced its memorandum of understanding with Saddleback Valley Unified School District to implement the High School Partnership Program (HSPP) at the school district's brick and mortar high schools. HSPP is a comprehensive effort to improve first-year college student preparedness and success and provides recommended steps for high school students as well as suggested roles for the college, high school, student, and parents or guardians in support of a student's chosen pathway. The centerpiece of the program is the Gaucho Guarantee, which states that high school students who follow all of the recommended steps will have the tools to achieve success whether they seek to attend college, enter the workforce, join the military, or pursue any other pathway after high school. Last month, the college announced its memorandum of understanding with Capistrano Unified School District, where the High School Partnership Program is also being implemented.

Saddleback's Homecoming football game was held on Saturday, October 18th. The event highlighted forty-six seasons of Gaucho football, with many alumni being recognized at half-time. Thank you to Board of Trustees President Nancy Padberg, Vice President T.J. Prendergast, Trustee Dave Lang, and Trustee Jim Wright for attending the game and pre-game barbecue.

President Burnett attended the Community College League of California's (CCLC) regional advocacy convening session at Mount San Antonio College on Tuesday, October 15th. The speakers, which included Scott Lay, CEO of the CCLC, provided an overview of the outlook for community colleges, California's budget process, and community college advocacy initiatives.

President Burnett attended the Conference for Community College Advancement, hosted by the Council for Advancement and Support for Education (CASE), in San Diego on October 2nd through 4th. The conference included several sessions on fundraising and fiduciary issues, as well as an Orange County Business Council workforce development conference.

Office of Instruction

The division of fine arts and media technology is thrilled to announce that the Fine Arts Café is now open for business. To add to the festivities at lunchtime, student performances have been happening. Joey Sellers' jazz combo performed on October 1st, the Angels for the Arts-sponsored Open Mic event happened on October 16th, the choir students performed on October 23rd, and there was a costume karaoke performance on October 30th also sponsored by the Angels. Director of Keyboard Studies Kirill Gliadkovsky brought in international pianist Dmitry Rachmanov, who gave a master class to Saddleback students on October 2nd in the McKinney Theatre. Dr. Rachmanov also performed a free all-Scriabin recital as part of Concert Hour in the McKinney Theatre on October 3rd. On October 4th and 5th, Director of Instrumental Studies Yorgos Kouritas presented the Wind Ensemble performance and Symphony

Orchestra performance respectfully. Director of Jazz Studies Joey Sellers presented Saddleback jazz lab student ensembles on October 7th, guest artist Billy Mintz Quintet on October 9th and the Saddleback Big Band on October 11th. On October 13th, under the direction of Dr. Scott Farthing, the Saddleback Community Chorale performed choral music in the McKinney Theatre. International pianist Chris Durrenberger presented two concerts. On October 19th, he gave a master class for Saddleback students and on October 20th, he performed an All-American Piano Concert with Kirill Gliadkovsky in the McKinney Theatre. The Department of Theatre Arts presented a production of *Dead Man's Cell Phone* in the Studio Theatre on October 18th-27th. On October 23rd, Jazz Studies presented the Mark Dresser Quintet in FA 103. And to round out the October events, the Saddleback Art Gallery presents Another View III, the Los Angeles Printmaking Society's Juried Satellite Exhibition from October 23rd to November 15th.

In the division of social and behavioral sciences, the child development department held an information night on October 17th at the Child Development Center. Faculty were present to answer questions about certificates and degrees and transfer counselors were available. Representatives from CSU Fullerton, University of LaVerne, and Brandman University were present to discuss education plans with students. The women's and gender studies advisory committee will host a speaker from Laura's House to discuss domestic violence on October 31st from noon to 1:15 p.m. in HS 145. Dr. Jedrek Mularski, a history professor, had an article entitled, "Unearthing the Past: The Exhumation of Icons and Historical Memory in Chile" published in *ReVista: Harvard Review of Latin America*, Fall 2013, Vol. XIII No. 1.

Office of Student Services

The Office of the Vice President for Student Services conducted a division-wide meeting for all student services faculty and staff on October 24th. The focus of the meeting was developing core values for the student services division and how student services can support the college's strategic plan.

The Child Development Center (CDC) hosted a teddy bear clinic with students enrolled in the nursing program on campus. Representatives from Associated Student Government hosted a cooking event at the CDC in celebration of National Food Day. The children and parents were able to work together to make a healthy snack and learn about healthy eating. Students from the culinary department participated in assisting the children to make their delicious snacks. Children and families from the CDC participated in decorating over 300 rubber ducks for the college-wide "Pluck-A-Duck" event sponsored by the Associated Student Government on campus. This event sponsors the donation of soft, cuddly toy ducks for children undergoing chemotherapy. The school readiness program funded by the Orange County Health Care Agency conducted its monthly advisory board meeting at the Child Development Center which concluded with a tour of the CDC. The CDC hosted an Open House event for the parents and children enrolled at the CDC.

On October 31st the Transfer Center will host its annual transfer college fair with more than 40 in-state, out-of-state, UC and CSU colleges/universities participating.

Two hundred sixty-seven Saddleback students completed their Transfer Admissions Guarantee (TAG) applications to the University of California.

Report to the SOCCCD Board of Trustees for October 28, 2013
Business Services Highlights - Vice Chancellor Dr. Debra L. Fitzsimons

Fiscal Services

Update on Fiscal Accountability Status: The District is moving forward in the process to become Fiscally Accountable. The application was submitted after the Board approval in August and was accepted by the Orange County Department of Education (OCDE) by the September 1 deadline. The District has selected and OCDE has approved the selection of an audit firm to conduct a review of our policies and procedures related to processing non-payroll checks. The field work will be completed the week of November 18 with the final report due to OCDE by January 1, 2014.

IRS 1098-T's: The District recently received a notice from the IRS regarding a potential penalty for mismatched taxpayer ID numbers (TIN) reported on the 1098-T tax forms for 2011. The forms are sent to all students enrolled in credit classes each year and report the net amount of tuition paid. The notice was part of a nation-wide review by the IRS of 1098-T forms and many colleges and universities received these notices, including a majority of California Community Colleges. The potential penalty in our district's notice was \$76,200. Some other California community colleges received potential penalty notices as high as \$700,000.

The Chancellor's Office quickly responded to the IRS on behalf of all California Community Colleges to explain state guidelines and the student application process used by most districts where the TINs are collected. Also included was a legal opinion on the matter. District staff participated in a phone conference with an IRS representative who explained the steps needed to get the proposed penalty waived. National Association of College and University Business Officials (NACUBO) also provided guidance on this issue to colleges and universities, including specific steps for response to the IRS. The District prepared a response to the IRS that included the steps we would take to correct the TIN errors made by the students and request any missing TINs from students. We also requested that the proposed penalties be waived since the District has taken reasonable and prudent corrective action. We should receive a response from the IRS in the next 90 days.

TO: Chancellor Gary Poertner
Members of the Board of Trustees
FROM: Dr. Randy W. Peebles, Associate Vice Chancellor
DATE: October 16, 2013
RE: ATEP Report for the October 28, 2013 Board of Trustees Meeting

Demolition

Progress to improve the site continues with the current demolition work on the ATEP site. With the exception of the newly acquired four buildings from the land exchange, all of the structures on our property have been demolished above ground. The foundations and in ground infrastructure, except for deep pilings, have also been removed. These deep pilings encountered under most of our structures have been removed to a depth of five feet. This will make way for most future development scenarios.



Graders are now completing rough grading of the site to promote good storm drainage and runoff while also providing a smooth surface for easy care and mowing of the new hydro-seeded natural grasses.

Future Bell Avenue

The city of Tustin and the District are reviewing road design engineering firms' bids to design the future Bell Avenue. Following bid approval, design work will begin which will culminate in construction starting in approximately two years or sooner. In preparation for this construction, the district will need to complete the next phase of demolitions on the future road right-of-way. Determination of any needed in-road infrastructure will also decide if old building pilings will be removed any deeper than the planned five feet below grade. The city and district are reviewing these methodologies, processes, and the related shared costs for both the right-of-way demolitions and road construction in preparation for the next steps related to Bell Avenue development.

ATEP Development Master Plan

Work is progressing on the next planning phase for the ATEP site. As a result of the recent land exchange between the city of Tustin and the District, the change in the land configuration requires revised development plans for the site. A request for proposals will go out to our community in the next few months to assist with the planning effort. The new district planning document, called the ATEP Development Master Plan, will include important planning elements including: future education and partner site recommendations, land use, planning approvals, documentation, circulations, infrastructure, development regulations oversight, engineering design and design guidelines.

Potential Partnerships

The district's commercial real estate brokerage continues to market the ATEP site for future partners. Because the Navy is still working to complete the approvals for the transfer of the leased land, the development of about one-half of the property will most likely be delayed. It would be very challenging to start construction on this leased land. The Navy indicates the transfer could occur in approximately two years.

Several potential ground lease partners are in the early stages of review. Our development agreement for the site requires that education buildings be constructed first before partner buildings can be considered. When potential partners express an interest in the ATEP site, an initial review is started. The elements reviewed include their financial standing and the potential to connect to one or more college programs as a significant education partner. The district is looking for win-win partnerships that benefit our students while also providing important ground lease income to support site development.