



CERRITOS COLLEGE

B O A R D B O O K

JANUARY 18, 2017



CERRITOS COMMUNITY COLLEGE DISTRICT
AGENDA FOR THE REGULAR MEETING OF THE
BOARD OF TRUSTEES

CHERYL A. EPPLE BOARD ROOM

Wednesday, January 18, 2017 at 7:00 p.m.

CALL TO ORDER:

Zurich Lewis, Board President

Zurich Lewis, Board President
Trustee Area 7

Martha Camacho-Rodriguez, Member
Trustee Area 1

Carmen Avalos, Board Vice President
Trustee Area 2

John Paul Drayer, Member
Trustee Area 3

Dr. Shin Liu, Board Clerk
Trustee Area 5

Marisa Perez, Board Vice President
Trustee Area 4

Dr. Sandra Salazar, Member
Trustee Area 6

Karen F. Patron D.
Student Trustee

Dr. Jose Fierro
President/Superintendent

REASONABLE ACCOMMODATION FOR ANY INDIVIDUAL WITH A DISABILITY

Foreign language translation, sign language interpretation, materials in alternative formats and other accommodations are available to the public upon request. All requests for reasonable accommodations to participate in a Board meeting must be made at least three working days (72 hours) in advance of the scheduled meeting date. For assistance, please contact:

President's Office - 11110 Alondra Boulevard - Norwalk, California 90650
(562) 860-2451, Extension 2204 - (562) 860-1104 – FAX

Copies of the agenda materials are available in the President's Office and are available online at

www.cerritos.edu/board

COMMENTS FROM THE AUDIENCE REGARDING CLOSED SESSION

(Government Code Section 54954.3)

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

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

CLOSED SESSION

1. **Potential Exposure to Litigation (One Case) (GC #54956.9)**
2. **Consideration of Extension of Employment Contract (GC#54957)**
 - A. Vice President of Student Services /Assistant Superintendent
3. **Conference with Labor Negotiators (GC #54957.6)**
 - A. Agency Representatives: Dr. Adriana Flores-Church, Dr. Jose Fierro
 - B. Employee Organizations:
California School Employees Association

4. **Reconvene at 8:00 p.m.**
5. **Invocation**
6. **Pledge of Allegiance: Carmen Avalos**
7. **Roll Call**

AGENDA ORGANIZATION

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

COMMENTS FROM THE AUDIENCE

(Government Code Section 54954.3)

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

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

REPORTS AND COMMENTS FROM CONSTITUENT GROUPS

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

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

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

OPEN SESSION AGENDA

8. Institutional Presentation: Recognition of Classified Employee of the Month

The Board of Trustees will recognize Dave Gunn, Multimedia Production Specialist II, as Classified Employee of the Month for November 2016.

9. Institutional Presentation: Recognition of Retirees

The Board of Trustees will recognize Phillip Gois, Terry Price, and Anna Edwards for their years of dedicated service to Cerritos College.

10. Institutional Presentation: Feasibility Study Report

The Board of Trustees will receive a presentation on the results of the feasibility study conducted during the months of October and November 2016. Marvin R. Leroy, CEO for the Institute for Philanthropic Excellence and Clara Potes-Fellow, Leach Coach South West region, will give the presentation.

11. Public Hearing: Intent to Enter Into Energy Services Contract (ESCO) Agreement with Enviser for the Chilled Water Expansion Project

In accordance with California Government Code Section 4217.10 et seq., it is proposed that the Board of Trustees hold a public hearing for the authorization of an Energy Service Contract (ESCO) Agreement with Enviser of Garden Grove, California for the Chilled Water Expansion project. The amount of Enviser's submittal, which was the most qualified, responsible submittal, was \$4,882,837. Funding for the Chilled Water Expansion project will be allocated from the GO Bond.

CONSENT CALENDAR ITEMS

Agenda Items 12-41 are presented as Consent Calendar Items. All items may be approved by adoption of the Consent Calendar, individually and collectively by one (1) motion. There will be no separate discussion of these items unless Members of the Board of Trustees, the public, or staff request that specific items be removed from the Consent Calendar for separate discussion and action.

12. Stipend for Anthony Gonzalez for Construction of Custom Wedging Tables for the Ceramics Program in the New Fine Arts Building (Office of Academic Affairs)

It is recommended that the Board of Trustees approve a \$5,000 stipend for Anthony Gonzalez to construct three custom fit wedging tables for the Ceramics Program in the new Fine Arts Building. Upon completion of the work, Anthony Gonzalez will be eligible for a stipend not to exceed \$5,000.

13. Student Equity Project Stipends to Mentor Faculty-Intercultural Competence Through Global Literature Certification and Diversity Internships (Office of Academic Affairs)

It is recommended that the Board of Trustees consider approval of payment of stipends to faculty upon completion of the Training, Preparation, and Development portion of their mentorship (August 15-November 18, 2016). Categorical funds in the amount of \$41,000.00 have been allocated from Student Equity funds for this purpose during the 2016-2017 academic year.

14. Stipends for the Assessment, Remediation and Retention for Associate Degree Nursing Registered Nursing (RN) Program Grant RFA # 16-200-002 for Fall 2016 (Office of Academic Affairs)

It is recommended that the Board of Trustees approve payment of stipends in the total amount of \$7275 to nursing faculty member for work performed August 15, 2016 through December 16, 2016 as stipulated in and funded by the RFA # 16-200-002 Assessment, Remediation and Retention for Associate Degree Nursing Registered Nursing (RN) Program Grant.

15. Student Equity funded Stipends for Success Center Initiatives for Fall 2016 (Office of Academic Affairs)

It is recommended that the Board of Trustees approve stipends totaling \$900 for faculty who participated in the Success Center Student Equity Initiative, Embedded Tutoring. General funds will not be used for these stipends. Student Equity funds will be utilized.

16. Resolution No. 17-0118A Donation of Ceramics Equipment to California State University, Long Beach (Office of Business Services)

It is recommended that the Board of Trustees approve Resolution No. 17-0118A, Donation of Ceramics Equipment, authorizing the donation of the surplus property, described as ceramics equipment listed on the Exhibit A of the attached Resolution, to California State University, Long Beach as a donation of the District's personal property. No general funds will be used.

17. Resolution No. 17-0118B Donation of Ceramics Equipment to Long Beach City College (Office of Business Services)

It is recommended that the Board of Trustees approve Resolution No. 17-0118B, Donation of Ceramics Equipment, authorizing the donation of the surplus property, described as ceramics equipment listed on the Exhibit A of the attached Resolution, to Long Beach City College as a donation of the District's personal property. No general funds will be used.

18. Consideration of Ratification of Change Order No. 1 [Deductive Credit], (Bid No. 13P032, Category 09), ABBA Distributors dba Design Hardware, Fine Arts-CIS/Math Building (Office of Business Services)

It is recommended that the Board of Trustees ratify Change Order No. 1 [Deductive Credit] in the deductive amount of \$3,748 for the Fine Arts-CIS/Math Building project. The deductive amount from Change Order No. 1 will be \$3,748, decreasing the contract amount to \$511,754. Funding will be allocated from the GO Bond.

19. Ratification of Change Order No. 3 [Errors], (Bid No. 13P032, Category 18), Emyrean Plumbing, Inc., Fine Arts-CIS/Math Building (Office of Business Services)

It is recommended that the Board of Trustees ratify Change Order No. 3 [Errors] in the amount of \$6,501 for the Fine Arts-CIS/Math Building project. The amount from Change Order No. 3 will be \$6,501, increasing the total contract amount to \$1,977,133. Funding will be allocated from the GO Bond.

20. Ratification of Change Order No. 4 [Owner Added Scope, Errors, Unforeseen Conditions], (Bid No. 13P032, Category 18), Emyrean Plumbing, Inc., Fine Arts-CIS/Math Building (Office of Business Services)

It is recommended that the Board of Trustees ratify Change Order No. 4 [Owner Added Scope, Errors, Unforeseen Conditions] in the amount of \$52,979 for the Fine Arts-CIS/Math Building project. The amount from Change Order No. 4 will be \$52,979, increasing the total contract amount to \$2,030,112. Funding will be allocated from the GO Bond.

21. Ratification of Change Order No. 6 [Agency Driven Changes, Errors], (Bid No. 13P032, Category 04), Rocky Coast Builders, Inc., Fine Arts-CIS/Math Building (Office of Business Services)

It is recommended that the Board of Trustees ratify Change Order No. 6 [Agency Driven Changes, Errors] in the amount of \$9,663 for the Fine Arts-CIS/Math Building project. The amount from Change Order No. 6 will be \$9,663, increasing the total contract amount to \$7,411,514. Funding will be allocated from the GO Bond.

22. Ratification of Change Order No. 7 [Errors], (Bid No. 13P032, Category 04), Rocky Coast Builders, Inc., Fine Arts-CIS/Math Building (Office of Business Services)

It is recommended that the Board of Trustees ratify Change Order No. 7 [Errors] in the amount of \$2,865 for the Fine Arts-CIS/Math Building project. The amount from Change Order No. 7 will be \$2,865, increasing the total contract amount to \$7,414,379. Funding will be allocated from the GO Bond.

23. Ratification of Change Order No. 8 [Owner Added Scope], (Bid No. 13P032, Category 04), Rocky Coast Builders, Inc., Fine Arts-CIS/Math Building (Office of Business Services)

It is recommended that the Board of Trustees ratify Change Order No. 8 [Owner Added Scope] in the amount of \$5,077 for the Fine Arts-CIS/Math Building project. The amount from Change Order No. 8 will be \$5,077, increasing the total contract amount to \$7,419,456. Funding will be allocated from the GO Bond.

24. Ratification of Change Order No. 9 [Owner Added Scope], (Bid No. 13P032, Category 04), Rocky Coast Builders, Inc., Fine Arts-CIS/Math Building (Office of Business Services)

It is recommended that the Board of Trustees ratify Change Order No. 9 [Owner Added Scope] in the amount of \$1,630 for the Fine Arts-CIS/Math Building project. The amount from Change Order No. 9 will be \$1,630, increasing the total contract amount to \$7,421,086. Funding will be allocated from the GO Bond.

25. Ratification of Change Order No. 5 [Errors/Omissions, Owner Added Scope, Agency Driven Changes], (Bid No. 14P006, Category 05), Anderson Charnesky Structural Steel, Inc., Fine Arts-CIS/Math Building (Office of Business Services)

It is recommended that the Board of Trustees ratify Change Order No. 5 [Errors/Omissions, Owner Added Scope, Agency Driven Changes] in the amount of \$75,601 for the Fine Arts-CIS/Math Building project. The amount from Change Order No. 5 will be \$75,601, increasing the contract amount to \$5,184,281. Funding will be allocated from the GO Bond.

26. Ratification of Change Order No. 6 [Owner Added Scope, Design Errors/Omissions], (Bid No. 14P006, Category 05), Anderson Charnesky Structural Steel, Inc., Fine Arts-CIS/Math Building (Office of Business Services)

It is recommended that the Board of Trustees ratify Change Order No. 6 [Owner Added Scope, Design Errors/Omissions] in the amount of \$14,354 for the Fine Arts-CIS/Math Building project. The amount from Change Order No. 6 will be \$14,354, increasing the contract amount to \$5,198,635. Funding will be allocated from the GO Bond.

27. Ratification of Change Order No. 7 [Deductive Credit], (Bid No. 14P006, Category 05), Anderson Charnesky Structural Steel, Inc., Fine Arts-CIS/Math Building (Office of Business Services)

It is recommended that the Board of Trustees ratify Change Order No. 7 [Deductive Credit] in the deductive amount of \$5,077 for the Fine Arts-CIS/Math Building project. The deductive amount from Change Order No. 7 will be \$5,077, decreasing the contract amount to \$5,193,558. Funding will be reallocated to the GO Bond.

28. Ratification of Change Order No. 8 [Deductive Credit], (Bid No. 14P006, Category 05), Anderson Charnesky Structural Steel, Inc., Fine Arts-CIS/Math Building (Office of Business Services)

It is recommended that the Board of Trustees ratify Change Order No. 8 [Deductive Credit] in the deductive amount of \$1,630 for the Fine Arts-CIS/Math Building project. The deductive amount from Change Order No. 8 will be \$1,630, decreasing the contract amount to \$5,191,928. Funding will be reallocated to the GO Bond.

29. Master Agreement with the California American Fire Sprinkler Association for Related and Supplemental Instruction and Authorization to Enter into Task Orders During the Term of the Agreement As-Needed (Office of Business Services)

It is recommended that the Board of Trustees approve and authorize the District to negotiate and enter into a Master Agreement with the California American Fire Sprinkler Association for Related and Supplemental Instruction and authorize the college to enter into amendments and/or task orders throughout the term of the Agreement to provide additional services on an as-needed basis. The total contract sum shall be in the estimated not-to-exceed amount of \$114,200 over a three-year period (January 19, 2017 through June 30, 2019); \$22,840 for fiscal year (FY) 16/17, based upon Related Supplemental Instruction (“RSI”) hours generated for the program. Individual task orders will be drafted for each remaining fiscal year under the Master Agreement, and will be governed by the terms and conditions of the Master Agreement. Funding for this contract is provided by monies received from the Apprenticeship Program Division within the California Community Colleges Chancellor’s Office to fully support the program.

30. Amendment to the Client Services Agreement with eLumen for Curriculum and Student Achievement Software Modules (Office of Business Services)

It is recommended that the Board of Trustees approve the amendment to the Client Services Agreement with eLumen for Curriculum and Student Achievement Software. The total contract sum shall be increased \$19,731 for a new not-to-exceed amount of \$39,462; funding for this contract will be allocated from Instructional Equipment funds.

31. Project Assignment Agreement No. 5 to the Master Inspector Services Agreement with TYR, Inc. for the Health and Wellness Complex Project (Office of Business Services)

It is recommended that the Board of Trustees approve Project Assignment Agreement No. 5 to the Master Inspector Services Agreement with TYR, Inc. for the Health and Wellness Complex Project. The total contract sum shall be for the not-to-exceed amount of \$548,600; this amount will be funded from the GO Bond. TYR, Inc. is headquartered in Lakewood, CA.

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

It is recommended that the Board of Trustees ratify the amendment to Project Assignment Agreement No. 7 to the Master Inspector Services Agreement with The Vinewood Company, LLC for the Central Plant Expansion project. The total contract sum shall be increased \$4,492 for a new not-to-exceed amount of \$106,144; this amount will be funded from the GO Bond. The Vinewood Company, LLC is headquartered in La Verne, CA.

33. Ratification of Amendment to Project Assignment Agreement No. 2 to the Master Independent Consultant Agreement with The Converse Professional Group, DBA Converse Consultants for the New CIS/Math Building (Office of Business Services)

It is recommended that the Board of Trustees ratify the amendment to Project Assignment Agreement No. 2 to the Master Independent Consultant Agreement with The Converse Professional Group, DBA Converse Consultants for the New CIS/Math Building. The total contract sum shall be increased \$266,885 for a new not-to-exceed amount of \$607,722; this amount will be funded from the GO Bond. Converse Consultants is headquartered in Monrovia, CA.

34. Ratification of Amendment to Project Assignment Agreement No. 1 to the Master Architectural/Engineering Services Agreement with Pfeiffer Partners Architects for the Performing Arts Center Project (Office of Business Services)

It is recommended that the Board of Trustees ratify the amendment to Project Assignment Agreement No. 1 to the Master Architectural/Engineering Services Agreement with Pfeiffer Partners Architects for the Performing Arts Center Project. The total contract sum shall be increased \$97,000 for a new not-to-exceed amount of \$5,762,661; this amount will be funded from the GO Bond. Pfeiffer Partners Architects is headquartered in Los Angeles, CA.

35. Contracts under \$25,000 for the Month of November 2016 (Office of Business Services)

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

36. Purchase Orders for the Month of November 2016 (Office of Business Services)

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

37. Ratification of General Fund, Special Reserve Funds, Restricted Funds, Financial Aid Fund, and Payroll Clearance Fund Warrants for the Quarter Ending December 31, 2016

It is recommended that the Board of Trustees ratify General Fund, Special Reserve Fund, Restricted Funds, Financial Aid Fund, and Payroll Clearance Fund Warrants for the Quarter Ending December 31, 2016. The items are budgeted in the General Fund.

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

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

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

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

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

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

41. Citizens' Bond Oversight Committee Membership (Office of the President)

It is recommended that the Board approve the appointment of Phillip Herrera to the Citizens' Bond Oversight Committee as the student member for a two-year term effective January 19, 2017. No financial impact.

ADMINISTRATIVE MATTERS

Agenda Items 42-52 are presented as Administrative Matter Items. Each item will be considered for individual action by the Board of Trustees.

42. Presentation: Audited Financial Reports for the Fiscal Year Ending June 30, 2016 (Office of Business Services)

The Board of Trustees will be provided with an overview of the Audited Financial Reports for the Fiscal Year Ending June 30, 2016 by the audit firm of Christy White & Associates.

43. Consideration of Receipt of Independent Audit Report for the Cerritos College Measure CC Proposition 39 General Obligation Bond for Fiscal Year Ending June 30, 2016 (Office of Business Services)

It is recommended that the Board of Trustees receive and accept the copy of the 2015-16 fiscal year Measure CC Proposition 39 General Obligation Bonds Financial Audit and Performance Audit as presented by the audit firm of Christy White & Associates. There is no fiscal impact.

44. Consideration of Receipt of Independent Audit Report for the Cerritos College Measure G Proposition 39 General Obligation Bond for Fiscal Year Ending June 30, 2016 (Office of Business Services)

It is recommended that the Board of Trustees receive and accept the copy of the 2015-16 fiscal year Measure G Proposition 39 General Obligation Bonds Financial Audit and Performance Audit as presented by the audit firm of Christy White & Associates. There is no fiscal impact.

45. Consideration of Receipt of Independent Audit Report for the Cerritos Community College District for Fiscal Year Ending June 30, 2016 (Office of Business Services)

It is recommended that the Board of Trustees receive and accept the 2015-16 fiscal year audit report for the Cerritos Community College District as presented by the audit firm of Christy White & Associates. There is no fiscal impact.

46. Consideration of Receipt of Independent Audit Report for the Cerritos College Foundation for Fiscal Year Ending June 30, 2016 (Office of Business Services)

It is recommended that the Board of Trustees receive and accept the 2015-16 fiscal year audit report for the Cerritos College Foundation as presented by the audit firm of Christy White & Associates. There is no fiscal impact.

47. Second Reading and Adoption: Board Policy and Administrative Procedure 7345 – Catastrophic Illness Leave Program (Office of the President)

It is recommended that the Board of Trustees adopt Board Policy and Administrative Procedure 7345 – Catastrophic Illness Leave Program as reviewed by the board at the November 16 board meeting, during this second reading and adoption. No general funds will be used.

48. Consideration for the Board Policy Advisory Committee to Review the Protocol for Public Presentation of Cerritos College Certificates (Office of the President)

It is recommended that the Board Policy Advisory Committee review the protocol for public presentation of Cerritos College certificates to include the language below and make a recommendation to the Board for adoption once the review has been completed. If a certificate is printed out of the president's office for public presentation, then protocol would be to inform all board members that a certificate will be presented on behalf of the board on such date and time at such meeting.

49. Consideration of Approval of Board Member Compensation Increase (Office of the President)

It is recommended that the Board of Trustees approve a 5% increase of the compensation of individual Board Members effective July 1, 2015 based on the present monthly rate of compensation, in accordance with Board Policy 2725. Education Code section 35120(e) authorizes the Governing Board, on an annual basis, to increase the compensation of individual Board Members in an amount not to exceed 5% based on the present monthly rate of compensation. Any increase shall be effective upon approval by the Governing Board.

50. Consideration of Approval of Board Advisory Committee Membership (Office of the President)

It is recommended that the Board of Trustees approve the membership for the Bond Construction and Board Policy Review Board Advisory Committees, in accordance with Board Policy 2220. No fiscal impact.

51. Consideration of Approval of Nominee for CCCT Board Election (Office of the President)

It is recommended that the Board of Trustees consider nominating an individual to serve on the California Community College Trustees (CCCT) Board. No general funds will be used.

52. Consideration of Approval of Non-Resident Tuition Fee and Non-Resident Student Capital Outlay Fee for 2017-2018 (Office of Business Services)

It is recommended that the Board of Trustees approve the per unit non-resident tuition fee of \$234, and the per unit non-resident student capital outlay fee of \$29 for a total of \$263 effective for the 2017-18 Fiscal Year and including the 2017 Summer Session.

REPORTS AND COMMENTS FROM DISTRICT OFFICIALS

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

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

53. Adjournment

***The Next Study Session Meeting of the Board of Trustees is set for
Wednesday, January 25, 2017 at 7:00 p.m.***

I, Dr. Jose Fierro, Secretary to the Board, certify that a true and correct copy of the foregoing Meeting Agenda was posted on January 12, 2017 at 10:00 a.m., as required by law.

Dr. Jose Fierro, President/Superintendent

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **January 18, 2017**

Agenda Item No. 8

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Dr. Adriana Flores-Church
Vice President of Human
Resources/Assistant Superintendent

SUBJECT: Institutional Presentation: Recognition of Outstanding Classified/Confidential Employee of the Month

ACTION

The Board of Trustees will honor Dave Gunn, Multimedia Production Specialist II in Student Success Partner, as Outstanding Classified/Confidential Employee of the Month for November 2016.

FISCAL IMPACT

No fiscal impact.

REPORT SUMMARY

The Outstanding Classified/Confidential Employee Selection Committee named Dave Gunn as the recipient of the Outstanding Classified/Confidential Employee of the Month Award for November 2016.

Dave began his career at Cerritos College 2001 while attending classes here. He was hired full time in 2006 as a Media Production Specialist I and was promoted in 2007. He is currently working on the transition from TalonNet to Canvas.

Dave's title is Multimedia Production Specialist II, but he is so much more. Dave is responsible for all course management system support to faculty, students, and staff. He is the face behind the helpful response when you send a desperate email message after you have tried everything to solve a problem in TalonNet or Canvas. He is clearly dedicated to his work, as he responds to technical questions promptly – usually within minutes – day and night. You'll never receive an "I don't know" answer from Dave. He will always find out for you, and his answers are always accurate and clear. He has been irreplaceable during Cerritos College's transition from Sakai to Canvas. Dave Gunn has provided exemplary service to the Cerritos College community.

Dave, your dedication, commitment, and willingness to go above and beyond to meet the needs of the students and staff are exceptional. The administration, staff, and students appreciate your personal attributes and outstanding efforts. We are proud that you are a Cerritos College employee and we commend you for your outstanding service and dedication. Thank you for a job well done!

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

None.

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **January 18, 2017**

Agenda Item No. 11

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Felipe Lopez
Vice President of Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Public Hearing: Intent to Enter Into Energy Services Contract (ESCO) Agreement with Enviser for the Chilled Water Expansion Project

ACTION

In accordance with California Government Code Section 4217.10 *et seq.*, it is proposed that the Board of Trustees hold a public hearing for the authorization of an Energy Service Contract (ESCO) Agreement with Enviser of Garden Grove, California for the Chilled Water Expansion project.

FISCAL IMPACT

The amount of Enviser's submittal, which was the most qualified, responsible submittal, was \$4,882,837. Funding for the Chilled Water Expansion project will be allocated from the GO Bond.

REPORT SUMMARY

Section 4217.10 *et seq.* of the California Government Code authorizes public agencies such as community college districts to enter into energy service contracts on such terms as their governing bodies determine are in the best interests of the district if the determination is made at a regularly scheduled public hearing, public notice of which is given at least two weeks in advance, that the anticipated cost to the district for energy conservation services under the energy services contract will be less than the anticipated marginal cost to the college district of energy that would have been consumed by the college district in the absence of the energy services contract.

The Board of Trustees finds and determines that the anticipated cost to the District for energy or conservation services provided under the energy service contract with Enviser will be less than the anticipated marginal cost to the District of energy that would have been consumed by the District in the absence of an energy services contract.

Cerritos College's Chilled Water Expansion project includes, but is not limited to, extending chilled water from existing valve boxes into buildings, installation of BTUH meters, differential pressure sensors/transmitters, changing of DX coils to CHW coils in existing air handling equipment, replacement of existing air handling equipment with new air handlers, and structural upgrades for mechanical unit support.

The District is recommending that the Board of Trustees hold, in accordance with California Government Code Section 4217.10 *et seq.*, a public hearing for the authorization of an energy service contract (ESCO)

agreement with Enviser for the Campus Energy Management System project.

NOTICING REQUIREMENTS

Posting for a Public Hearing.

ATTACHMENT(S)

Notice of Public Hearing

NOTICE OF PUBLIC HEARING JANUARY 18, 2017

**INTENT TO ENTER INTO ENERGY SERVICES CONTRACT:
CHILLED WATER EXPANSION**

Notice is hereby given that on January 18, 2017, at approximately 8:00 PM at the board meeting of its Board of Trustees, Cerritos Community College District will conduct a public hearing at the Cheryl A. Epple Board Room of the Administration Building located at 11110 Alondra Boulevard, Norwalk, CA 90650 to obtain comment regarding the district's intent to enter into an energy services contract (ESCO) for the Chilled Water Expansion project, pursuant to provisions of the California Government Code Section 4217.12.

The hearing will be open to the public. At any time before that date and time set forth in this notice for the public hearing, written comment on the proposal may be filed at Cerritos Community College District. All persons wishing to comment at the public hearing will be given an opportunity to be heard.

For additional information, please contact David Moore, Director of Physical Plant & Construction Services, Cerritos Community College District at (562) 860-2451 extension 2307.

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **January 18, 2017**

Agenda Item No. 12

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Mr. Rick Miranda
Acting Vice President of Academic
Affairs

PREPARED BY:

Dr. Gary Pritchard
Dean of Fine Arts/Communications

SUBJECT: Consideration of Approval of Stipend for Anthony Gonzalez for Construction of Custom Wedging Tables for the Ceramics Program in the New Fine Arts Building

ACTION

It is recommended that the Board of Trustees approve a \$5,000 stipend for Anthony Gonzalez to construct three custom fit wedging tables for the Ceramics Program in the new Fine Arts Building.

FISCAL IMPACT

Upon completion of the work, Anthony Gonzalez will be eligible for a stipend not to exceed \$5,000.

REPORT SUMMARY

The Ceramics Program requires clay wedging tables for their projects. While the Measure G 42.1 Bond was used to purchase the necessary materials, the unique nature of the construction and fit of the needed wedging tables requires the knowledge and expertise of Mr. Gonzalez in order to be properly constructed.

Mr. Gonzalez will be constructing three tables onsite in the new Fine Arts Building during the month of January.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

None

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **January 18, 2017**

Agenda Item No. 13

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Rick Miranda
Acting Vice President of Academic
Affairs/Assistant Superintendent

SUBJECT:	Consideration of Approval of Student Equity Project Stipends to Mentor Faculty-Intercultural Competence Through Global Literature Certification and Diversity Internships.

ACTION

It is recommended that the Board of Trustees consider approval of payment of stipends to faculty upon completion of the Training, Preparation, and Development portion of their mentorship (August 15-November 18, 2016).

FISCAL IMPACT

Categorical funds in the amount of \$41,000.00 have been allocated from Student Equity funds for this purpose during the 2016-2017 academic year.

REPORT SUMMARY

Project Description: This project promotes intercultural competence by formalizing a certificate in global literatures while rejuvenating the internship program to bring graduate students to our classrooms from the universities most likely to receive our students as juniors. Faculty from the Department of English have completed a semester of orientation, training, and curriculum design with their interns. Two six-hour training sessions were required of all participants.

Student Equity Plan Indicators addressed: *E—Transfer Velocity*

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

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

Frank Gaik	English Department, Co-Leader	\$ 1,000.00
Theresa Cheatham	English Department, Senior Mentor	\$ 1,000.00
Mark Olague	English Department, Co-Leader	\$ 1,000.00
Daniel Gardner	English Department	\$ 500.00
Michelle Fagundes	English Department	\$ 500.00
Natalie Sartin	English Department	\$ 500.00
Anjanette Crum	English Department, Adjunct	\$ 500.00
Elaine Folaya	English Department, Adjunct	\$ 500.00
Brian Asis	English Department, Adjunct	\$ 500.00
Monica Lopez	Librarian, Research Consultant	\$ 300.00

NOTICING REQUIREMENTS

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

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: January 12, 2017

Agenda Item No. 14

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Rick Miranda
Interim Vice President of Academic
Affairs

PREPARED BY:

Sandra Marks Instructional Dean of
Health Occupations

Ann Voorhies
Director of Nursing Program

SUBJECT: Consideration of Approval of Stipends for the Assessment, Remediation and Retention for Associate Degree Nursing Registered Nursing (RN) Program Grant RFA # 16-200-002 for Fall 2016

ACTION

It is recommended that the Board of Trustees approve payment of stipends in the total amount of \$7275 to nursing faculty members for work which will be performed August 15, 2016 through December 16, 2016 as stipulated in and funded by the RFA # 16-200-002 Assessment, Remediation and Retention for Associate Degree Nursing Registered Nursing (RN) Program Grant

FISCAL IMPACT

The RFA # 1-200-002 Assessment, Remediation and Retention for Associate Degree Nursing Registered Nursing (RN) Program Grant will be utilized for these expenditures. No general funds will be used. Stipends will be paid as work is completed.

Assessment/Remediation Case Manager and Testing of Essential Academic Skills (TEAS) pre-admission assessment testing functions are performed by:

- Kelli Brooks \$ 3000

Simulation Specialist scenarios at \$60/hour performed by:

- Jim Robbins \$1200 (20 hours)

Faculty Workshops at \$75/hour performed by:

- Melodie Cooke \$375 (5 hours)
- Kelli Brooks \$1500 (20 Hours)
- Rebecca Orozco \$600 (8 hours)
- Keri Gonzalez \$600 (8 hours)

REPORT SUMMARY

These stipends will be utilized to fund faculty conducted activities in accordance with the grant work plan objectives and activities. The grant work plan activities include:

- The nursing program will provide an Assessment/Remediation Case Manager to assist students who do not meet the cut score on the pre-admission Testing of Essential Academic Skills V (TEAS) assessment test in order to achieve readiness for the nursing program as mandated by the grant.
- Nursing faculty will conduct workshops and simulation scenarios to support clinical and didactic practice to promote critical thinking, enhance clinical judgment and promote student success
- Nursing faculty will provide workshops to prepare graduates to take the National Counsel Licensure Examination (NCLEX) to obtain their Registered Nurse license to practice upon graduation

These resources are intended to maximize student success and strengthen program retention. Faculty workshops in Medication Calculation and NCLEX review will be offered. Faculty will conduct simulation sessions in the skills lab utilizing simulation manikins that mimic real-life clinical scenarios in a safe learning environment. The workshops and simulation scenarios are open to students in the program and those on remediation plans to return. The NCLEX review will be provided for all 4th semester graduates.

To maximize remediation for pre-nursing students who are eligible for admission to the program but did not achieve the cut score on the TEAS exam, the program will provide an Assessment/ Remediation Case Manager. The Case Manager provides ongoing assessment and guidance for students who require remediation. The Case Manager analyzes individual test scores and meets with students to prepare an individualized remediation plan to assist students prepare for retesting and entry into the program.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

None

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **December 7, 2016**

Agenda Item No. [XX] (leave blank)

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Rick Miranda
Acting Vice President of Academic
Affairs/Assistant Superintendent

PREPARED BY:

Shawna Baskette
Dean of Academic Success

SUBJECT:	Consideration of Approval of Student Equity funded Stipends for Success Center Initiatives for Fall of 2016

ACTION

It is recommended that the Board of Trustees approve stipends for faculty who participated in the Success Center Student Equity Initiative, Embedded Tutoring.

FISCAL IMPACT

General funds will not be used for these stipends. Student Equity funds will be utilized. Upon completion of the work, the following faculty will be eligible for stipends not to exceed the amounts listed:

Name	Amount	Work
Anjie Crum	\$225	Planning, training and participation in embedded tutoring
Vincent Poturica	\$225	Planning, training and participation in embedded tutoring
Amanda Reyes	\$225	Planning, training and participation in embedded tutoring
Lyndsey Lefebvre	\$225	Planning, training and participation in embedded tutoring
	\$900	Total Stipends

REPORT SUMMARY

Instructor participation included the outline of the tutor's in-class participation designed to suit their specific course and teaching style. Examples of in-class participation included content review, mini-lectures, in-class tutoring, group work, and content preparation. Prior to the start of the pilot, instructors participated in training both for themselves and the tutors. As participants of the embedded tutor pilot, the instructors were asked to integrate the use of a tutor during class time, provide support for structured study sessions after class, evaluate the effectiveness of in-class tutoring, facilitate student evaluations at the end of the semester and participate in a focus group at the conclusion of the pilot.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

None

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **January 18, 2017**

Agenda Item No. 16

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Felipe Lopez
Vice President of Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Approval of Resolution No. 17-0118A Donation of Ceramics Equipment to California State University, Long Beach

ACTION

It is recommended that the Board of Trustees approve Resolution No. 17-0118A, Donation of Ceramics Equipment, authorizing the donation of the surplus property, described as ceramics equipment listed on the Exhibit A of the attached Resolution, to California State University, Long Beach as a donation of the District's personal property.

FISCAL IMPACT

No general funds will be used.

REPORT SUMMARY

The Cerritos Community College District is the owner of the ceramics equipment listed on Exhibit A of the attached Resolution. California State University, Long Beach ("CSULB") had an opportunity to examine the equipment and agreed to accept this property. Cerritos College has determined that the ceramics equipment is no longer required for District purposes and/or is unsatisfactory and not suitable for District use due to a change in program and/or technology. CSULB has a Ceramic Arts program which is a frequent transfer destination for Cerritos College students, and other community colleges in the area; the program also provides a great deal of instructional support for CSULB students in the BA Degree in Art Education program and Single Subject Art K-12 Credential programs, which will, indirectly, serve the greater K-12 enterprise in the region.

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

Subject to the Board of Trustees approval, the District's Purchasing Department determines that the donation of property to CSULB would be in accordance with the District's Board Policy 6550, and held in the District's

best interests. Pursuant to California Education Code section 81452 (c), the Resolution must be adopted by unanimous vote of those members present to be valid.

It is recommended that the Board of Trustees adopt Resolution No. 17-0118A, approving the authorization to donate the surplus property, described as ceramics equipment listed on Exhibit A of the attached Resolution, to CSULB as a donation of the District's personal property.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

Resolution No. 17-0118A

Resolution No. 17-0118A Exhibit A

EXHIBIT A

**DONATION OF DISTRICT PROPERTY:
CERAMICS EQUIPMENT TO CSULB**

BOARD MEETING DATE: JANUARY 18, 2017

Quantity	Description	CC #s		Serial #s	
2 Each	Geil Kiln DLB 24	35420	35418	240798428	240101612
1 Each	Geil Kiln DLB 54S	35417		540697006S	
1 Each	West Coast Kiln	35419			

CERRITOS COMMUNITY COLLEGE DISTRICT

RESOLUTION NO 17-0118A

**RESOLUTION OF THE BOARD OF TRUSTEES
OF THE CERRITOS COMMUNITY COLLEGE DISTRICT
APPROVING THE DONATION OF SURPLUS PROPERTY TO
CALIFORNIA STATE UNIVERSITY, LONG BEACH:
CERAMICS EQUIPMENT**

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

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

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

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

WHEREAS, CSULB has agreed to accept this property; and

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

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

- Section 1. The Board of Trustees finds and determines that all of the recitals set forth above are adopted as true and correct.
- Section 2. The Board of Trustees approves delegated authority to the District's Superintendent/President, or his designee, to donate or otherwise dispose of the property listed on the attached Exhibit A, and to execute all documents in connection therewith, in accordance with Education Code section 81452 et. seq.
- Section 3. That this delegation of authority shall be valid for the donation of the property listed on the attached Exhibit A, or until rescinded by the Board of Trustees.
- Section 4. That this Resolution No. 17-0118A shall take effect immediately upon its adoption.

APPROVED, PASSED AND ADOPTED by the Board of Trustees of the Cerritos Community College District on this 18th day of January, 2017, by the following vote:

AYES:

NOES:

ABSTENTIONS:

President of the Board of Trustees of the Cerritos
Community College District

Attested to:

Clerk of the Board of Trustees of the
Cerritos Community College District

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **January 18, 2017**

Agenda Item No. 17

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Felipe Lopez
Vice President of Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Approval of Resolution No. 17-0118B Donation of Ceramics Equipment to Long Beach City College

ACTION

It is recommended that the Board of Trustees approve Resolution No. 17-0118B, Donation of Ceramics Equipment, authorizing the donation of the surplus property, described as ceramics equipment listed on the Exhibit A of the attached Resolution, to Long Beach City College as a donation of the District's personal property.

FISCAL IMPACT

No general funds will be used.

REPORT SUMMARY

The Cerritos Community College District is the owner of the ceramics equipment listed on Exhibit A of the attached Resolution. Long Beach City College ("LBCC") had an opportunity to examine the equipment and agreed to accept this property. Cerritos College has determined that the ceramics equipment is no longer required for District purposes and/or is unsatisfactory and not suitable for District use due to a change in program and/or technology. LBCC is an educational partner to Cerritos College, and also strived to serve a diverse population of student by providing equitable access to affordable higher education. LBCC's Ceramics program does not have sufficient yearly budget to purchase equipment, and as a result, this donation will greatly assist their program.

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

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

It is recommended that the Board of Trustees adopt Resolution No. 17-0118B, approving the authorization to donate the surplus property, described as ceramics equipment listed on Exhibit A of the attached Resolution, to LBCC as a donation of the District's personal property.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

Resolution No. 17-0118B

Resolution No. 17-0118B Exhibit A

EXHIBIT A

**DONATION OF DISTRICT PROPERTY:
CERAMICS EQUIPMENT TO LBCC**

BOARD MEETING DATE: JANUARY 18, 2017

Quantity	Description	CC #s			Serial #s		
15 Each	Pacifica Wheel GT 400	020498	022272	N/A	132604	135313	162135
		022263	022268	022265	135308	135290	135289
		020500	020499	N/A	132610	132603	162129
		022264	022269	022271	135310	135293	135309
		022266	022270	020496	135307	135311	132606

CERRITOS COMMUNITY COLLEGE DISTRICT

RESOLUTION NO 17-0118B

**RESOLUTION OF THE BOARD OF TRUSTEES
OF THE CERRITOS COMMUNITY COLLEGE DISTRICT
APPROVING THE DONATION OF SURPLUS PROPERTY TO
LONG BEACH CITY COLLEGE:
CERAMICS EQUIPMENT**

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

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

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

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

WHEREAS, LBCC has agreed to accept this property; and

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

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

- Section 1. The Board of Trustees finds and determines that all of the recitals set forth above are adopted as true and correct.
- Section 2. The Board of Trustees approves delegated authority to the District's Superintendent/President, or his designee, to donate or otherwise dispose of the property listed on the attached Exhibit A, and to execute all documents in connection therewith, in accordance with Education Code section 81452 et. seq.
- Section 3. That this delegation of authority shall be valid for the donation of the property listed on the attached Exhibit A, or until rescinded by the Board of Trustees.
- Section 4. That this Resolution No. 17-0118B shall take effect immediately upon its adoption.

APPROVED, PASSED AND ADOPTED by the Board of Trustees of the Cerritos Community College District on this 18th day of January, 2017, by the following vote:

AYES:

NOES:

ABSTENTIONS:

President of the Board of Trustees of the Cerritos
Community College District

Attested to:

Clerk of the Board of Trustees of the
Cerritos Community College District

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **January 18, 2017**

Agenda Item No. 18

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Felipe Lopez
Vice President of Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT:	Consideration of Ratification of Change Order No. 1 [Deductive Credit], (Bid No. 13P032, Category 09), ABBA Distributors dba Design Hardware, Fine Arts-CIS/Math Building

ACTION

It is recommended that the Board of Trustees ratify Change Order No. 1 [Deductive Credit] in the deductive amount of \$3,748 for the Fine Arts-CIS/Math Building project.

FISCAL IMPACT

The deductive amount from Change Order No. 1 will be \$3,748, decreasing the contract amount to \$511,754. Funding will be allocated from the GO Bond.

REPORT SUMMARY

On October 1, 2014, the Board awarded a contract to ABBA Distributors dba Design Hardware of Los Angeles, California for the Fine Arts-CIS/Math Building project. The project was bid using a multi-prime project delivery method whereby Cerritos College bid eighteen (18) disciplines for various elements of the project work. Category 09 represents the Doors/Frames/Hardware element of work. Public Contract Code Section 20659 requires Board approval for a change order to a public works bid.

The total deductive amount for the attached item in Change Order No. 1 is \$3,748. The original contract amount approved by the Board was \$515,502. Therefore, Change Order No. 1 is in compliance with Public Contract Code Section 20659. Change Order No. 1 is due to a credit on Design Hardware's behalf to offset the cost to replace multiple door frame assemblies with the incorrect configuration that were provided by Design Hardware. The incorrect door frames were replaced by Sierra Lathing Co, Inc. and the cost for those items was submitted on a previously Board approved change order. Change Order No. 1 has been reviewed by Tilden-Coil Constructors (Construction Management); the Director of Physical Plant and Construction Services; and, the Vice President of Business Services. Please refer to the attachment for the items, details, and approvals of Change Order No. 1.

	Change Order	Date	Amount	Percentage of Change
Pending	1	January 18, 2017	(\$3,748)	-0.7%

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

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

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

Change Order No. 1 to Contract No. 13P032-09 – ABBA Distributors dba Design Hardware
Contract No. 13P032-09 – ABBA Distributors dba Design Hardware

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 01

Contract # 13P032-09

To: Design Hardware
6053 West 3rd Street
Los Angeles, CA 90036
Phone: 323-930-1330
Fax: 323-930-0459

Date: September 6, 2016

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 1.01

Building: CIS Math
Description: Credit to offset the cost to replace door frame assemblies installed by Bid Category #11 (BC 11-Metal Stud/Drywall & Plaster) prime contractor.
Reason: Multiple door frame assemblies were provided by Design Hardware (BC 09-Door/Frames/Hardware) with incorrect configuration. As a result the door frames were requested to be replaced by Sierra (BC 11). Reference Sierra Lathing (BC 11) Change Order #02.
Benefit: Ensured proper function of door systems.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Backcharge. The total of both change orders is a net **\$0.00** cost to the District.

Change Amount: \$ (3,748.00)

Time Extension: 0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER..... **\$(3,748.00)**

TOTAL ADDITIONAL WORKING DAYS **Days: 0**

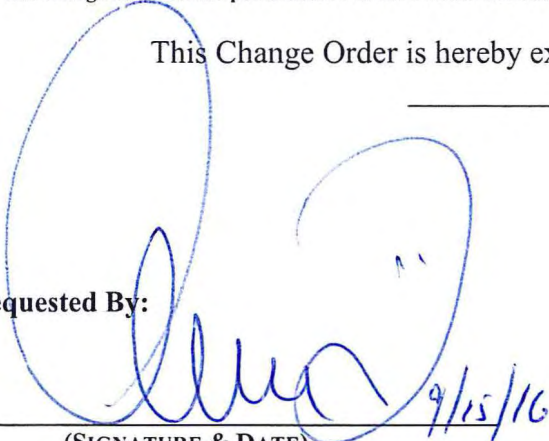
CONTRACT SUMMARY:

Original Contract Amount	\$	515,502.00
Net change by previous Change Order	\$	-
Net sum prior to this Change Order	\$	515,502.00
Amount of Change Order No. 1	\$	(3,748.00)
New Contract Sum	\$	511,754.00
Percentage of Change to Contract		-0.7%

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

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

Requested By:



(SIGNATURE & DATE)

DESIGN HARDWARE
RON WAGGONER
6053 West 3rd Street
Los Angeles, CA 90036

Approved By:

(SIGNATURE & DATE)
CERRITOS COLLEGE
NOORALI DELWALLA
VICE PRESIDENT OF BUSINESS SERVICES

Reviewed By:



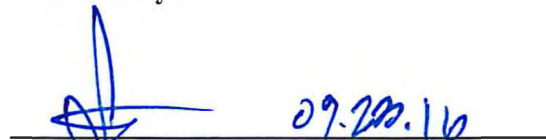
(SIGNATURE & DATE)

CERRITOS COLLEGE
DAVID C. MOORE,
DIRECTOR OF THE PHYSICAL PLANT

Reviewed By:

(SIGNATURE & DATE)
CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:



(SIGNATURE & DATE)

HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:



(SIGNATURE & DATE)

TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:



(SIGNATURE & DATE)

TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER



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

DATE OF CONTRACT: October 2, 2014 / CONTRACT NO.: 13P032-09

BID CATEGORY: 09, Doors/Frames/Hardware

DOLLAR VALUE: \$515,502.00

LIQUIDATED DAMAGES: \$2,500.00 per day

CONTRACTOR: Abba Distributors dba Design Hardware Company

TERM: 738 Calendar Days

TIME FOR COMPLETION: _____

Abba Distributors dba Design Hardware

Address: 6053 West Third Street, Los Angeles, CA 90036

Phone: 323-930-1330

Fax: 323-930-0459

AGREEMENT

This Agreement is made and entered into this **2nd day of October, 2014**, by and between the **Cerritos Community College District** ("District") and **Abba Distributors dba Design Hardware Company** ("Contractor") ("Agreement").

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

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

PROJECT: **13P032, Fine Arts-CIS/Math Building**
Category 09, Doors/Frames/Hardware
("Project")

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

2. **The Contract Documents:** The complete Agreement consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
3. **Interpretation of Contract Documents:** Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 33 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.
4. **Time for Completion:** It is hereby understood and agreed that the Work under this Project shall be completed within **SEVEN HUNDRED THIRTY-EIGHT (738)** **consecutive calendar days** ("Contract Time") from the date specified in the District's Notice to Proceed.
5. **Coordination of Work:** Should the Contractor fail to complete this Project, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its Work with the work of all other contractors.

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

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

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

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

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

- 12. Classification of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type C-6 and C-28 Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.
- 13. Payment of Prevailing Wages:** The Contractor and all Subcontractors under the Contractor shall pay all workers on all Work performed pursuant to this Agreement not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.
- 14. [Labor Compliance:** If the District has adopted a labor compliance program which is applicable to the Project or if the Project is subject to State labor compliance monitored and enforced by the Compliance Monitoring Unit of the Department of Industrial Relations, Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of the District's labor compliance program or State labor compliance, if applicable, including, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate certified payroll records as required by the Contract Documents, or the District cannot issue payment.]
- 15. Contract Price:** In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

Five Hundred Fifteen Thousand Five Hundred Two and 00/100 Dollars

(\$ 515,502.00),

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

Fine Arts:

Three-Hundred, Fifty-Six Thousand, Nine-Hundred, Sixty Dollars	\$356,960.00

CIS/Math:

One-Hundred, Fifty-Eight Thousand, Five-Hundred, Forty-Two Dollars	\$158,542.00

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

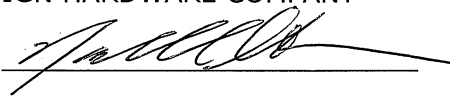
- 16. Severability:** If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or

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

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

CONTRACTOR

ABBA DISTRIBUTORS DBA
DESIGN HARDWARE COMPANY

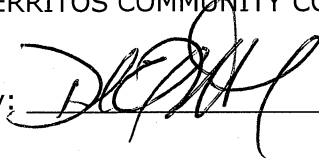
By: 

Title: President

Print Name: Nathaniel Abramson

DISTRICT

CERRITOS COMMUNITY COLLEGE DISTRICT

By: 

Title: Vice President of Business Services

Print Name: Dr. David El Fattal

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

END OF DOCUMENT



AMENDMENT NO. 01

To

CONTRACT NO. 13P032-09

The Agreement made and entered on **October 2, 2014** by and between the **Cerritos Community College District**, a public community college district with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650 ("District"), and **Design Hardware** with its principal place of business at 6053 West Third Street, Los Angeles, CA 90036 ("Contractor") is **Amended** on **October 2, 2014**, as follows:

RECITALS

Whereas, District and Contractor entered into that certain Agreement dated October 2, 2014 ("Agreement"), whereby Contractor agreed to provide certain services for the **Fine Arts/CIS-Math Building Project** (Bid No. 13P032), **Category 09** ("Project");

Whereas, District and Contractor desire to amend the Agreement;

Now therefore, the Parties agree as follows:

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

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

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

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

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

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

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

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

CONTRACTOR:
Design Hardware

By:


Signature

Nathaniel Abramson, President
Typed or Printed Name, & Title

CERRITOS COMMUNITY COLLEGE
DISTRICT:

By:


Signature

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

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **January 18, 2017**

Agenda Item No. 19

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Felipe Lopez
Vice President of Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT:	Consideration of Ratification of Change Order No. 3 [Errors], (Bid No. 13P032, Category 18), Empyrean Plumbing, Inc., Fine Arts-CIS/Math Building

ACTION

It is recommended that the Board of Trustees ratify Change Order No. 3 [Errors] in the amount of \$6,501 for the Fine Arts-CIS/Math Building project.

FISCAL IMPACT

The amount from Change Order No. 3 will be \$6,501, increasing the total contract amount to \$1,977,133. Funding will be allocated from the GO Bond.

REPORT SUMMARY

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

The total amount for the attached item in Change Order No. 3 is \$6,501. The original contract amount approved by the Board was \$1,920,632. Therefore, Change Order No. 3 is in compliance with Public Contract Code Section 20659. Change Order No. 3 is due to the upsizing of the proposed thermal mass flow meter, which measures the flow of gas throughout the Fine Arts building, to accommodate the required reading for the gas system. Change Order No. 3 has been reviewed by Tilden-Coil Constructors (Construction Management); the Director of Physical Plant and Construction Services; and, the Vice President of Business Services. Please refer to the attachment for the items, details, and approvals of Change Order No. 3.

	Change Order	Date	Amount	Percentage of Change
Pending	3	January 18, 2017	\$6,501	2.9%
	1, 2	September 21, 2016	\$50,000	2.6%

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

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

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

Change Order No. 3 to Contract No. 13P032-18 (Fine Arts Building portion) – Emphyrean Plumbing, Inc.
Change Order No. 2 to Contract No. 13P032-18 (CIS/Math Building portion) – Emphyrean Plumbing, Inc.
Change Order No. 1 to Contract No. 13P032-18 (Fine Arts Building portion) – Emphyrean Plumbing, Inc.
Contract No. 13P032-18 – Emphyrean Plumbing, Inc.

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 03

Contract # 13P032-18

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

Date: September 30, 2016

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 3.01

Building: Fine Arts
Description: Upsize the Onicon thermal mass flow meter for the Fine Arts building.
Reason: Upon review by the Plumbing Engineer of Record, it was determined that the proposed thermal mass flow meter, which measures the flow of gas throughout the building, was required to be upsized, in order to accommodate the required reading for the gas system.
Benefit: Provides accuracy in readings of flow of gas system.
Requested by: Hill Partnership
CO Type: Design Errors

Change Amount: \$ 6,501.00

Time Extension: 0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER \$6,501.00

TOTAL ADDITIONAL WORKING DAYS **Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	\$	1,920,632.00
Net change by previous Change Order	\$	50,000.00
Net sum prior to this Change Order	\$	1,970,632.00
Amount of Change Order No. 3	\$	6,501.00
New Contract Sum	\$	1,977,133.00
Percentage of Change to Contract		2.9%

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

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

Requested By:

 10/14/16
(SIGNATURE & DATE)

EMPYREAN PLUMBING, INC.
DAVID KORALEWSKI
PO Box 5680
Riverside, CA 92517

Approved By:

(SIGNATURE & DATE)
CERRITOS COLLEGE
NOORALI DELAWALLA
ACTING VP BUSINESS SERVICES

Reviewed By:


(SIGNATURE & DATE)
CERRITOS COLLEGE
DAVID C. MOORE,
DIRECTOR OF THE PHYSICAL PLANT

Reviewed By:

(SIGNATURE & DATE)
CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:

 10.13.16
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

 10/27/16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

 11/07/16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 02

Contract # 13P032-18

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

Date: June 24, 2016

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 2.01

Building: CIS/Mathematics

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

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

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

Requested by: Tilden-Coil Constructors, Inc.

CO Type: Unforeseen Condition

Change Amount: \$ 13,876.00

Time Extension: 0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER \$13,876.00

TOTAL ADDITIONAL WORKING DAYS..... Days: 0

CONTRACT SUMMARY:

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

Percentage of Change to Contract 2.6%

Project: Fine Arts & CIS Math
Contractor: Empyrean Plumbing, Inc. - Contract 13P032-18

Change Order Number: 02
Page 2 of 2

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

This Change Order is hereby executed on behalf of the Board of Trustees on
21st of September, 2016

Requested By:


(SIGNATURE & DATE)

EMPYREAN PLUMBING, INC.
DAVID KORALEWSKI
PO Box 5680
Riverside, CA 92517

Approved By:


(SIGNATURE & DATE)

CERRITOS COLLEGE
NOORALI DELAWALLA
ACTING VP BUSINESS SERVICES

Reviewed By:


(SIGNATURE & DATE)

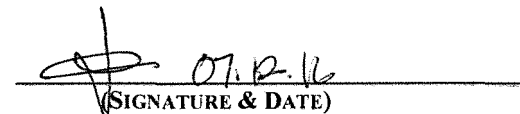
CERRITOS COLLEGE
DAVID C. MOORE,
DIRECTOR OF THE PHYSICAL PLANT

Reviewed By:


(SIGNATURE & DATE)

CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:


(SIGNATURE & DATE)

HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:


(SIGNATURE & DATE)

TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:


(SIGNATURE & DATE)

TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 01

Contract # 13P032-18

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

Date: June 24, 2016

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 1.01

Building: Fine Arts
Description: Install additional new storm drain line to replace the existing storm drain line located west of the new Fine Arts building and east of the existing Woodworking building.
Reason: It was determined that the existing storm drain line was buried in the location of where the proposed underground high voltage electrical encasement for the Fine Arts and CIS/Math buildings was required to be installed. As a result, the existing storm drain line was removed to accommodate the new electrical encasement, and a new storm drain line was installed once the electrical encasement was installed.
Benefit: Removal of the existing storm drain line allowed the installation of the electrical encasement and continued advancement of construction.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Unforeseen Condition

Change Amount: \$ 18,999.00

Time Extension: 0 Work days

Item 1.02

Building: Fine Arts
Description: Add one (1) backflow preventer device, one (1) reduced pressure backflow device, and associated fittings for the proposed Fine Arts and Film building.
Reason: It was determined that an additional backflow device would be required to be installed in conjunction with the proposed underground water lines for the building.
Benefit: Eliminates the potential of contamination or pollution into the proposed water system for the building.
Requested by: Hill Partnership, Inc.
CO Type: Design omission

Change Amount: \$ 17,125.00

Time Extension: 0 Work days

Project: Fine Arts & CIS Math
Contractor: Empyrean Plumbing, Inc. - Contract 13P032-18

Change Order Number: 01
Page 2 of 3

SUMMARY OF COST:

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

CONTRACT SUMMARY:

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

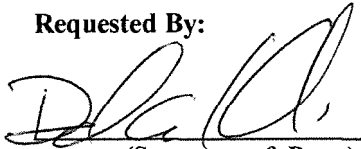
Project: Fine Arts & CIS Math
Contractor: Empyrean Plumbing, Inc. - Contract 13P032-18

Change Order Number: 01
Page 3 of 3

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

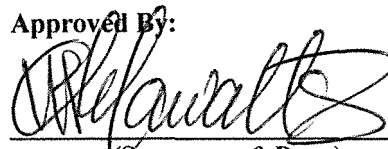
This Change Order is hereby executed on behalf of the Board of Trustees on
21st of September, 2016

Requested By:

 7/16/16
(SIGNATURE & DATE)

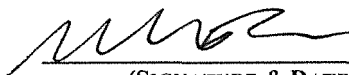
EMPYREAN PLUMBING, INC.
DAVID KORALEWSKI
PO Box 5680
Riverside, CA 92517

Approved By:


(SIGNATURE & DATE)

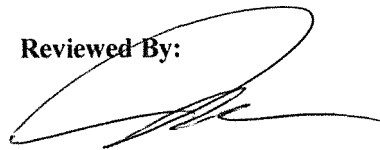
CERRITOS COLLEGE
NOORALI DELAWALLA
ACTING VP BUSINESS SERVICES

Reviewed By:

 8-29-16
(SIGNATURE & DATE)

CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:


(SIGNATURE & DATE)

CERRITOS COLLEGE
DAVID C. MOORE,
DIRECTOR OF THE PHYSICAL PLANT

Reviewed By:

 07.12.16
(SIGNATURE & DATE)

HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

 7/12/16
(SIGNATURE & DATE)

TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

 08/04/16
(SIGNATURE & DATE)

TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER



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

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

BID CATEGORY: 18, Site & Building Plumbing

DOLLAR VALUE: \$1,920,632.00

LIQUIDATED DAMAGES: \$2,500.00 per day

CONTRACTOR: Empyrean Plumbing, Inc.

TERM: 738 Calendar Days

TIME FOR COMPLETION: _____

Empyrean Plumbing, Inc.

Address: 1370 Dodson Way, Riverside, CA 92507 (Physical)

Address: PO Box 5680, Riverside, CA 92517 (Mailing)

Phone: 951-776-4616

Fax: 951-346-5675

AGREEMENT

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

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

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

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

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

- 2. The Contract Documents:** The complete Agreement consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
- 3. Interpretation of Contract Documents:** Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 33 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.
- 4. Time for Completion:** It is hereby understood and agreed that the Work under this Project shall be completed within **SEVEN HUNDRED THIRTY-EIGHT (738) consecutive calendar days** ("Contract Time") from the date specified in the District's Notice to Proceed.
- 5. Coordination of Work:** Should the Contractor fail to complete this Project, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its Work with the work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work

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

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

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

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

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

12. **Classification of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type C-36 Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.
13. **Payment of Prevailing Wages:** The Contractor and all Subcontractors under the Contractor shall pay all workers on all Work performed pursuant to this Agreement not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.
14. **[Labor Compliance:** If the District has adopted a labor compliance program which is applicable to the Project or if the Project is subject to State labor compliance monitored and enforced by the Compliance Monitoring Unit of the Department of Industrial Relations, Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of the District's labor compliance program or State labor compliance, if applicable, including, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate certified payroll records as required by the Contract Documents, or the District cannot issue payment.]
15. **Contract Price:** In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

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

(\$1,920,632.00),

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

Fine Arts:

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

CIS/Math:

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

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

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

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

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

CONTRACTOR

EMPYREAN PLUMBING, INC.

By: 

Title: President

Print Name: David Koralewski

DISTRICT

CERRITOS COMMUNITY COLLEGE DISTRICT

By: 

Title: Vice President of Business Services

Print Name: Dr. David El Fattal

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

END OF DOCUMENT



Cerritos College

AMENDMENT NO. 01

To

CONTRACT NO. 13P032-18

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

RECITALS

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

Whereas, District and Contractor desire to amend the Agreement;

Now therefore, the Parties agree as follows:

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

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

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

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

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

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

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

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

CONTRACTOR:
Empyrean Plumbing, Inc.

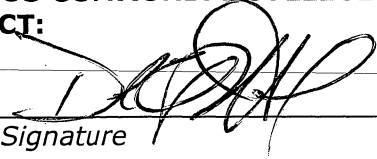
By:


Signature

David Koralewski, President
Typed or Printed Name, & Title

**CERRITOS COMMUNITY COLLEGE
DISTRICT:**

By:


Signature

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

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **January 18, 2017**

Agenda Item No. 20

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Felipe Lopez
Vice President of Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT:	Consideration of Ratification of Change Order No. 4 [Owner Added Scope, Errors, Unforeseen Conditions], (Bid No. 13P032, Category 18), Empyrean Plumbing, Inc., Fine Arts-CIS/Math Building

ACTION

It is recommended that the Board of Trustees ratify Change Order No. 4 [Owner Added Scope, Errors, Unforeseen Conditions] in the amount of \$52,979 for the Fine Arts-CIS/Math Building project.

FISCAL IMPACT

The amount from Change Order No. 4 will be \$52,979, increasing the total contract amount to \$2,030,112. Funding will be allocated from the GO Bond.

REPORT SUMMARY

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

The total amount for the attached item in Change Order No. 4 is \$52,979. The original contract amount approved by the Board was \$1,920,632. Therefore, Change Order No. 4 is in compliance with Public Contract Code Section 20659. Change Order No. 4 is due to the owner added scope of revising the floor drains at the Telescopic Viewing Deck of the CIS/Math Building to accommodate the drainage requirements in conjunction with the waterproofing system beneath the exterior deck. Change Order No. 4 also provides for the correction of design errors through the inclusion of two additional deck drains to the exterior bridge and additional sewer piping to accommodate adequate clearance of accessibility in the 2nd floor CIS/Math Building restroom. Additionally, Change Order No. 4 provides for the re-routing of existing utilities, which were unforeseen, to allow for the connection of the proposed storm drain line for the CIS/Math building. Change Order No. 4 has been reviewed by Tilden-Coil Constructors (Construction Management); the Director of Physical Plant and Construction Services; and, the Vice President of Business Services. Please refer to the attachment for the items, details, and approvals of Change Order No. 4.

	Change Order	Date	Amount	Percentage of Change
Pending	4	January 18, 2017	\$52,979	5.7%
Pending	3	January 18, 2017	\$6,501	2.9%
	1, 2	September 21, 2016	\$50,000	2.6%

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

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

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

Change Order No. 4 to Contract No. 13P032-18 (CIS/Math Building portion) – Emphyrean Plumbing, Inc.
Change Order No. 3 to Contract No. 13P032-18 (Fine Arts Building portion) – Emphyrean Plumbing, Inc.
Change Order No. 2 to Contract No. 13P032-18 (CIS/Math Building portion) – Emphyrean Plumbing, Inc.
Change Order No. 1 to Contract No. 13P032-18 (Fine Arts Building portion) – Emphyrean Plumbing, Inc.
Contract No. 13P032-18 – Emphyrean Plumbing, Inc.

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 04

Contract # 13P032-18

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

Date: September 30, 2016

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 4.01

Building: CIS/Mathematics
Description: Revise floor drains at the Telescopic Viewing Deck of the CIS/ Mathematics building.
Reason: Upon review, it was determined that the floor drains were required to be revised by the waterproofing manufacturer in order to accommodate the drainage requirements in conjunction with the waterproofing system beneath the exterior telescoping deck.
Benefit: Provides an abundant waterproofing and drainage system underneath the concrete deck.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Owner Requested

Change Amount: \$ 4,325.00

Time Extension: 0 Work days

Item 4.02

Building: CIS/Mathematics
Description: Add two (2) additional deck drains at the exterior bridge between CIS/ Mathematics and Fine Arts buildings.
Reason: Upon review, it was determined that additional deck drains were required to be provided to provide sufficient drainage of water from the proposed exterior bridge.
Benefit: Provides an abundant drainage system underneath the paving system of the bridge.
Requested by: Hill Partnership, Inc.
CO Type: Design Errors

Change Amount: \$ 4,408.00

Time Extension: 0 Work days

Item 4.03

Building: CIS/Mathematics
Description: Add additional sewer piping to accommodate 60" clearance of accessibility within restroom, located on the 2nd floor of the CIS / Mathematics building.
Reason: Upon review, it was determined the north wall of the restroom had to be re-framed, and sewer piping extended, in order to accommodate the required 60" clearance of accessibility within the restroom.
Benefit: Additional piping ensures sufficient clearance of accessibility within restroom.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Design Errors

Change Amount:..... \$ 2,156.00

Item 4.04

Building: CIS/Mathematics
Description: Provide demolition, additional water, irrigation, storm drain piping, and concrete hardscape along the northwest corner of the CIS/Mathematics building.
Reason: Upon excavation of the proposed storm drain, it was determined that two (2) existing unforeseen water and irrigation lines were directly in the path of the new storm drain line. As a result, additional materials and labor were required to re-route the existing lines, and allow the connection of the proposed storm drain line for the building. Cost also includes providing concrete slurry over existing utilities to achieve proper site compaction requirements.
Benefit: Re-routing of existing utilities allows installation of proposed storm drain system.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Unforeseen Conditions

Change Amount:..... \$ 42,090.00

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER..... \$52,979.00
TOTAL ADDITIONAL WORKING DAYS **Days: 0**

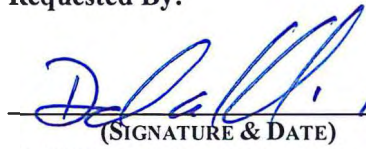
CONTRACT SUMMARY:

Original Contract Amount	\$	1,920,632.00
Net change by previous Change Order	\$	56,501.00
Net sum prior to this Change Order	\$	1,977,133.00
Amount of Change Order No. 4	\$	52,979.00
New Contract Sum	\$	2,030,112.00
Percentage of Change to Contract		5.7%

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

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

Requested By:

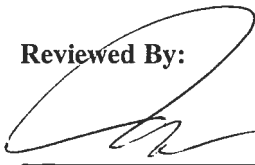
 10/14/16
(SIGNATURE & DATE)

EMPYREAN PLUMBING, INC.
DAVID KORALEWSKI
PO Box 5680
Riverside, CA 92517

Approved By:

(SIGNATURE & DATE)
CERRITOS COLLEGE
NOORALI DELAWALLA
ACTING VP BUSINESS SERVICES

Reviewed By:

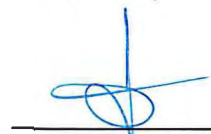
 11/7/2016
(SIGNATURE & DATE)

CERRITOS COLLEGE
DAVID C. MOORE,
DIRECTOR OF THE PHYSICAL PLANT

Reviewed By:

(SIGNATURE & DATE)
CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:

 10.18.16
(SIGNATURE & DATE)

HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

 10/27/16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

 11/07/16
(SIGNATURE & DATE)

TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 03

Contract # 13P032-18

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

Date: September 30, 2016

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 3.01

Building: Fine Arts
Description: Upsize the Onicon thermal mass flow meter for the Fine Arts building.
Reason: Upon review by the Plumbing Engineer of Record, it was determined that the proposed thermal mass flow meter, which measures the flow of gas throughout the building, was required to be upsized, in order to accommodate the required reading for the gas system.
Benefit: Provides accuracy in readings of flow of gas system.
Requested by: Hill Partnership
CO Type: Design Errors

Change Amount: \$ 6,501.00

Time Extension: 0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER \$6,501.00

TOTAL ADDITIONAL WORKING DAYS Days: 0

CONTRACT SUMMARY:

Original Contract Amount	\$	1,920,632.00
Net change by previous Change Order	\$	50,000.00
Net sum prior to this Change Order	\$	1,970,632.00
Amount of Change Order No. 3	\$	6,501.00
New Contract Sum	\$	1,977,133.00
Percentage of Change to Contract		2.9%

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

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

Requested By:

 10/14/16
(SIGNATURE & DATE)

EMPYREAN PLUMBING, INC.
DAVID KORALEWSKI
PO Box 5680
Riverside, CA 92517

Approved By:

(SIGNATURE & DATE)
CERRITOS COLLEGE
NOORALI DELAWALLA
ACTING VP BUSINESS SERVICES

Reviewed By:


(SIGNATURE & DATE)
CERRITOS COLLEGE
DAVID C. MOORE,
DIRECTOR OF THE PHYSICAL PLANT

Reviewed By:

(SIGNATURE & DATE)
CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:

 10.13.16
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

 10/27/16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

 11/07/16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 02

Contract # 13P032-18

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

Date: June 24, 2016

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 2.01

Building: CIS/Mathematics

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

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

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

Requested by: Tilden-Coil Constructors, Inc.

CO Type: Unforeseen Condition

Change Amount: \$ 13,876.00

Time Extension: 0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER \$13,876.00

TOTAL ADDITIONAL WORKING DAYS..... Days: 0

CONTRACT SUMMARY:

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

Percentage of Change to Contract 2.6%

Project: Fine Arts & CIS Math
Contractor: Empyrean Plumbing, Inc. - Contract 13P032-18

Change Order Number: 02
Page 2 of 2

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

This Change Order is hereby executed on behalf of the Board of Trustees on
21st of September, 2016

Requested By:


(SIGNATURE & DATE)

EMPYREAN PLUMBING, INC.
DAVID KORALEWSKI
PO Box 5680
Riverside, CA 92517

Approved By:


(SIGNATURE & DATE)

CERRITOS COLLEGE
NOORALI DELAWALLA
ACTING VP BUSINESS SERVICES

Reviewed By:


(SIGNATURE & DATE)

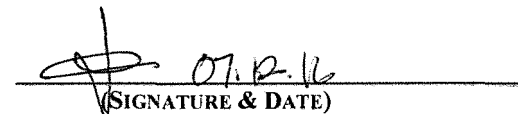
CERRITOS COLLEGE
DAVID C. MOORE,
DIRECTOR OF THE PHYSICAL PLANT

Reviewed By:


(SIGNATURE & DATE)

CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:


(SIGNATURE & DATE)

HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:


(SIGNATURE & DATE)

TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:


(SIGNATURE & DATE)

TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 01

Contract # 13P032-18

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

Date: June 24, 2016

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 1.01

Building: Fine Arts
Description: Install additional new storm drain line to replace the existing storm drain line located west of the new Fine Arts building and east of the existing Woodworking building.
Reason: It was determined that the existing storm drain line was buried in the location of where the proposed underground high voltage electrical encasement for the Fine Arts and CIS/Math buildings was required to be installed. As a result, the existing storm drain line was removed to accommodate the new electrical encasement, and a new storm drain line was installed once the electrical encasement was installed.
Benefit: Removal of the existing storm drain line allowed the installation of the electrical encasement and continued advancement of construction.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Unforeseen Condition

Change Amount: \$ 18,999.00

Time Extension: 0 Work days

Item 1.02

Building: Fine Arts
Description: Add one (1) backflow preventer device, one (1) reduced pressure backflow device, and associated fittings for the proposed Fine Arts and Film building.
Reason: It was determined that an additional backflow device would be required to be installed in conjunction with the proposed underground water lines for the building.
Benefit: Eliminates the potential of contamination or pollution into the proposed water system for the building.
Requested by: Hill Partnership, Inc.
CO Type: Design omission

Change Amount: \$ 17,125.00

Time Extension: 0 Work days

SUMMARY OF COST:

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

CONTRACT SUMMARY:

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

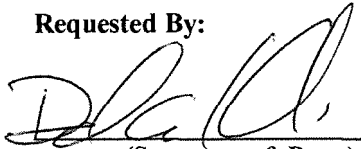
Project: Fine Arts & CIS Math
Contractor: Empyrean Plumbing, Inc. - Contract 13P032-18

Change Order Number: 01
Page 3 of 3

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

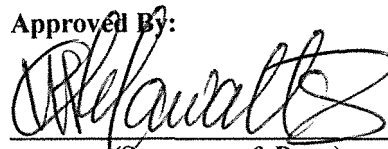
This Change Order is hereby executed on behalf of the Board of Trustees on
21st of September, 2016

Requested By:

 7/16/16
(SIGNATURE & DATE)

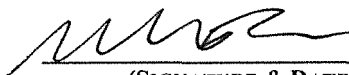
EMPYREAN PLUMBING, INC.
DAVID KORALEWSKI
PO Box 5680
Riverside, CA 92517

Approved By:


(SIGNATURE & DATE)

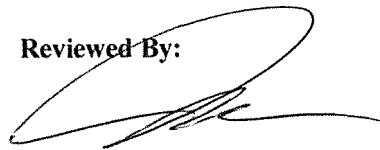
CERRITOS COLLEGE
NOORALI DELAWALLA
ACTING VP BUSINESS SERVICES

Reviewed By:

 8-29-16
(SIGNATURE & DATE)

CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:


(SIGNATURE & DATE)

CERRITOS COLLEGE
DAVID C. MOORE,
DIRECTOR OF THE PHYSICAL PLANT

Reviewed By:

 07.12.16
(SIGNATURE & DATE)

HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

 7/12/16
(SIGNATURE & DATE)

TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

 08/04/16
(SIGNATURE & DATE)

TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER



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

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

BID CATEGORY: 18, Site & Building Plumbing

DOLLAR VALUE: \$1,920,632.00

LIQUIDATED DAMAGES: \$2,500.00 per day

CONTRACTOR: Empyrean Plumbing, Inc.

TERM: 738 Calendar Days

TIME FOR COMPLETION: _____

Empyrean Plumbing, Inc.

Address: 1370 Dodson Way, Riverside, CA 92507 (Physical)

Address: PO Box 5680, Riverside, CA 92517 (Mailing)

Phone: 951-776-4616

Fax: 951-346-5675

AGREEMENT

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

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

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

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

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

- 2. The Contract Documents:** The complete Agreement consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
- 3. Interpretation of Contract Documents:** Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 33 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.
- 4. Time for Completion:** It is hereby understood and agreed that the Work under this Project shall be completed within **SEVEN HUNDRED THIRTY-EIGHT (738) consecutive calendar days** ("Contract Time") from the date specified in the District's Notice to Proceed.
- 5. Coordination of Work:** Should the Contractor fail to complete this Project, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its Work with the work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work

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

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

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

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

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

12. **Classification of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type C-36 Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.
13. **Payment of Prevailing Wages:** The Contractor and all Subcontractors under the Contractor shall pay all workers on all Work performed pursuant to this Agreement not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.
14. **[Labor Compliance:** If the District has adopted a labor compliance program which is applicable to the Project or if the Project is subject to State labor compliance monitored and enforced by the Compliance Monitoring Unit of the Department of Industrial Relations, Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of the District's labor compliance program or State labor compliance, if applicable, including, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate certified payroll records as required by the Contract Documents, or the District cannot issue payment.]
15. **Contract Price:** In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

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

(\$1,920,632.00),

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

Fine Arts:

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

CIS/Math:

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

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

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

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

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

CONTRACTOR

EMPYREAN PLUMBING, INC.

By: _____

Title: President

Print Name: David Koralewski

DISTRICT

CERRITOS COMMUNITY COLLEGE DISTRICT

By: _____

Title: Vice President of Business Services

Print Name: Dr. David El Fattal

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

END OF DOCUMENT



Cerritos College

AMENDMENT NO. 01

To

CONTRACT NO. 13P032-18

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

RECITALS

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

Whereas, District and Contractor desire to amend the Agreement;

Now therefore, the Parties agree as follows:

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

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

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

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

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

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

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

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

CONTRACTOR:
Empyrean Plumbing, Inc.

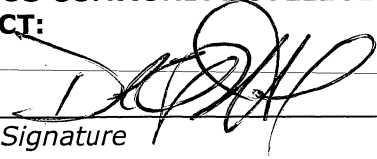
By:


Signature

David Koralewski, President
Typed or Printed Name, & Title

**CERRITOS COMMUNITY COLLEGE
DISTRICT:**

By:


Signature

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

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **January 18, 2017**

Agenda Item No. 21

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Felipe Lopez
Vice President of Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT:	Consideration of Ratification of Change Order No. 6 [Agency Driven Changes, Errors], (Bid No. 13P032, Category 04), Rocky Coast Builders, Inc., Fine Arts-CIS/Math Building

ACTION

It is recommended that the Board of Trustees ratify Change Order No. 6 [Agency Driven Changes, Errors] in the amount of \$9,663 for the Fine Arts-CIS/Math Building project.

FISCAL IMPACT

The amount from Change Order No. 6 will be \$9,663, increasing the total contract amount to \$7,411,514. Funding will be allocated from the GO Bond.

REPORT SUMMARY

On October 1, 2014, the Board awarded a contract to Rocky Coast Builders, Inc. of Escondido, California for the Fine Arts-CIS/Math Building project. The project was bid using a multi-prime project delivery method whereby Cerritos College bid eighteen (18) disciplines for various elements of the project work. Category 04 of this project represents the Structural and Site Concrete element of work. Public Contract Code Section 20659 requires Board approval for a change order to a public works bid.

The total amount for the attached item in Change Order No. 6 is \$9,663. The original contract amount approved by the Board was \$7,187,571. Therefore, Change Order No. 6 is in compliance with Public Contract Code Section 20659. Change Order No. 6 is due to removal and installation of the steel embeds located along the east concrete shearwall of the Film area in the Fine Arts Building per Division of State Architects review. Change Order No. 6 also provides for the correction of design errors through the revision of the thickness of the concrete housekeeping pad supporting the electrical secondary substation to the west of the Fine Arts Building and the addition of concrete topper slabs for the two custodial closets in the Fine Arts Building. Change Order No. 6 has been reviewed by Tilden-Coil Constructors (Construction Management); the Director of Physical Plant and Construction Services; and, the Vice President of Business Services. Please refer to the attachment for the items, details, and approvals of Change Order No. 6.

	Change Order	Date	Amount	Percentage of Change
Pending	6	January 18, 2017	\$9,663	3.1%
	4, 5	August 17, 2016	\$148,889	3.0%
	1, 2, 3	July 25, 2016	\$ 65,391	2.2%

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

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

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

Change Order No. 6 to Contract No. 13P032-04 (Fine Arts Building portion) – Rocky Coast Builders, Inc.
Change Order No. 5 to Contract No. 13P032-04 (CIS/Math Building portion) – Rocky Coast Builders, Inc.
Change Order No. 4 to Contract No. 13P032-04 (Fine Arts Building portion) – Rocky Coast Builders, Inc.
Change Order No. 3 to Contract No. 13P032-04 (Fine Arts Building portion) – Rocky Coast Builders, Inc.
Change Order No. 2 to Contract No. 13P032-04 (CIS/Math Building portion) – Rocky Coast Builders, Inc.
Change Order No. 1 to Contract No. 13P032-04 (Fine Arts Building portion) – Rocky Coast Builders, Inc.
Contract No. 13P032-04 – Rocky Coast Builders, Inc.

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 06

Contract # 13P032-04

To: Rocky Coast Builders, Inc.
135 South Market Place
Escondido, CA 92029
Phone: 760-489-7770
Fax: 760-489-7771

Date: September 30, 2016

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 6.01

Building: Fine Arts
Description: Remove and re-install steel embeds located along the east concrete shearwall of the Film building.
Reason: Upon review, it was determined by the Division of State Architect (DSA) that the structural support of the proposed mechanical and plumbing utilities feeding the Film building was required to be revised in elevation. As a result, the steel embeds were removed and relocated to the correct location prior to the concrete pour of the wall.
Benefit: Relocation of steel embeds to the correct elevation allows acceptance of the structural support by DSA.
Requested by: Division of State Architect (DSA)
CO Type: Agency Driven

Change Amount: \$ 2,525.00

Time Extension: 0 Work days

Item 6.02

Building: Fine Arts
Description: Revise the thickness of the concrete housekeeping pad supporting the electrical secondary substation, located west of the Fine Arts building.
Reason: Upon review, it was determined that the thickness of the concrete pad was required to be increased from 4" to 12", to provide sufficient support of the proposed electrical equipment.
Benefit: Increase of concrete ensures sufficient structural support of equipment.
Requested by: Hill Partnership, Inc.
CO Type: Design Errors

Change Amount: \$ 3,272.00

Time Extension: 0 Work days

Item 6.03

Building: Fine Arts
Description: Add additional concrete topper slabs for each custodial closet (total of 2) located in the Fine Arts building.
Reason: Upon review, it was determined that additional concrete was required to achieve the required thickness of sealed concrete floor finish for each room.
Benefit: Ensures that proposed floor thickness is achieved.
Requested by: Hill Partnership, Inc.
CO Type: Design Errors

Change Amount: \$ 3,466.00

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER \$9,663.00
TOTAL ADDITIONAL WORKING DAYS **Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	\$	7,187,571.00
Net change by previous Change Order	\$	214,280.00
Net sum prior to this Change Order	\$	7,401,851.00
Amount of Change Order No. 6	\$	9,663.00
New Contract Sum	\$	7,411,514.00
Percentage of Change to Contract		3.1%

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

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

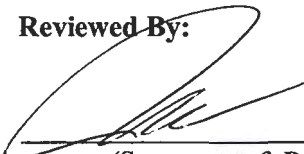
Requested By:

 10.17.16
(SIGNATURE & DATE)
ROCKY COAST BUILDERS, INC.
COREY ARNOLD
135 South Market Place
Escondido, CA 92029

Approved By:

(SIGNATURE & DATE)
CERRITOS COLLEGE
NOORALI DELAWALLA
ACTING VP BUSINESS SERVICES

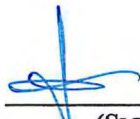
Reviewed By:

 11/7/2016
(SIGNATURE & DATE)
CERRITOS COLLEGE
DAVID C. MOORE,
DIRECTOR OF THE PHYSICAL PLANT

Reviewed By:

 12-16-16
(SIGNATURE & DATE)
CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:

 10.26.16
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

 10/26/16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

 11/5/16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 05

Contract # 13P032-04

To: Rocky Coast Builders, Inc.
135 South Market Place
Escondido, CA 92029
Phone: 760-489-7770
Fax: 760-489-7771

Date: July 6, 2016

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 5.01

Building: CIS/ Mathematics
Description: Provide post shoring/bracing to provide temporary structural support for all cast-in place concrete shearwalls (total of 16) located at the new CIS/Mathematics building.
Reason: Upon review during construction, it was determined that post shoring/bracing was required to provide temporary structural support at each concrete shearwall until the structural diaphragm of the building was completed.
Benefit: The temporary shoring provided sufficient structural support of each wall, as well as continued safety, during the course of construction.
Requested by: HPI Architecture
CO Type: Design Errors/Omissions

Change Amount: \$ 60,996.00

Time Extension: 0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER **\$60,996.00**
TOTAL ADDITIONAL WORKING DAYS **Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	\$	7,187,571.00
Net change by previous Change Order	\$	153,284.00
Net sum prior to this Change Order	\$	7,340,855.00
Amount of Change Order No. 5	\$	60,996.00
New Contract Sum	\$	7,401,851.00

Percentage of Change to Contract 3.0%

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

This Change Order is hereby executed on behalf of the Board of Trustees on
17th of August, 2016

Requested By:

 7.11.16
(SIGNATURE & DATE)

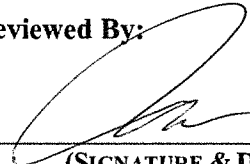
ROCKY COAST BUILDERS, INC.
COREY ARNOLD
135 South Market Place
Escondido, CA 92029

Approved By:

 8/19/16
(SIGNATURE & DATE)

CERRITOS COLLEGE
NOORALI DELAWALLA
ACTING VP BUSINESS SERVICES

Reviewed By:

 7/14/2016
(SIGNATURE & DATE)

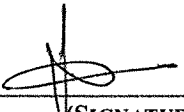
CERRITOS COLLEGE
DAVID C. MOORE,
DIRECTOR OF THE PHYSICAL PLANT

Reviewed By:

 7-31-16
(SIGNATURE & DATE)

CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:

 07.12.16
(SIGNATURE & DATE)

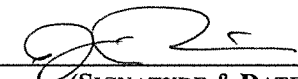
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

 7/12/16
(SIGNATURE & DATE)

TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

 07/12/16
(SIGNATURE & DATE)

TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 04

Contract # 13P032-04

To: Rocky Coast Builders, Inc.
135 South Market Place
Escondido, CA 92029
Phone: 760-489-7770
Fax: 760-489-7771

Date: July 6, 2016

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 4.01

Building: Fine Arts
Description: Provide post shoring/bracing to provide temporary structural support for all cast-in place concrete shearwalls (total of 23) located at the new Fine Arts and Film buildings.
Reason: Upon review during construction, it was determined that post shoring/bracing was required to provide temporary structural support at each concrete shearwall until the structural diaphragm of the building was completed.
Benefit: The temporary shoring provided sufficient structural support of each wall, as well as continued safety, during the course of construction.
Requested by: HPI Architecture
CO Type: Design Errors/Omissions

Change Amount: \$ 87,893.00

Time Extension: 0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER **\$87,893.00**

TOTAL ADDITIONAL WORKING DAYS.....**Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	\$	7,187,571.00
Net change by previous Change Order	\$	65,391.00
Net sum prior to this Change Order	\$	7,252,962.00
Amount of Change Order No. 4	\$	87,893.00
New Contract Sum	\$	7,340,855.00
Percentage of Change to Contract		2.1%

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

This Change Order is hereby executed on behalf of the Board of Trustees on
17th of August, 2016

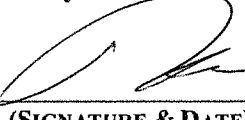
Requested By:


7.11.16
(SIGNATURE & DATE)
ROCKY COAST BUILDERS, INC.
COREY ARNOLD
135 South Market Place
Escondido, CA 92029

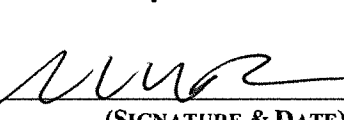
Approved By:


8/19/16
(SIGNATURE & DATE)
CERRITOS COLLEGE
NOORALI DELAWALLA
ACTING VP BUSINESS SERVICES

Reviewed By:


7/14/2016
(SIGNATURE & DATE)
CERRITOS COLLEGE
DAVID C. MOORE,
DIRECTOR OF THE PHYSICAL PLANT

Reviewed By:


7-31-16
(SIGNATURE & DATE)
CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

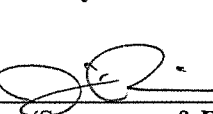
Reviewed By:


07.12.16
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:


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

Reviewed By:


07/12/16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 03

Contract # 13P032-04

To: Rocky Coast Builders, Inc.
135 South Market Place
Escondido, CA 92029
Phone: 760-489-7770
Fax: 760-489-7771

Date: May 13, 2016

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 3.01

Building: Fine Arts
Description: Add concrete and omit exterior fire rated louvers and related fire alarm infrastructure located at the exterior workyard of the Fine Arts building.
Reason: It was determined that the fire rated louvers at the exterior workyard were no longer required to be installed by the Division of State Architect (DSA). As a result, the louver and related fire alarm infrastructure was omitted, and the areas omitted were infilled with cast-in place concrete. Total cost includes the added cost of concrete, as well as the deductive costs to omit the louvers and Fire Alarm infrastructure for a total net add of \$2,487.00 to the College.
Benefit: Decreased future maintenance costs, as the louvers and fire alarm infrastructure originally shown to be provided is no longer required by DSA.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Agency Driven Change

Change Amount: \$ 10,200.00

Time Extension: 0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER \$10,200.00

TOTAL ADDITIONAL WORKING DAYS..... Days: 0

CONTRACT SUMMARY:

Original Contract Amount	\$	7,187,571.00
Net change by previous Change Order	\$	55,191.00
Net sum prior to this Change Order	\$	7,242,762.00
Amount of Change Order No. 3	\$	10,200.00
New Contract Sum	\$	7,252,962.00

Percentage of Change to Contract 0.9%

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

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

Requested By:

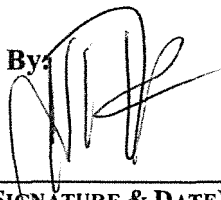


6-8-16

(SIGNATURE & DATE)

ROCKY COAST BUILDERS, INC.
DOUG LADDERBUSH
135 South Market Place
Escondido, CA 92029

Approved By:

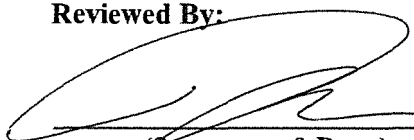


7-26-16

(SIGNATURE & DATE)

CERRITOS COLLEGE
DR. JOSE FIERRO
PRESIDENT/SUPERINTENDENT

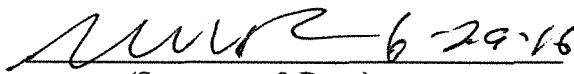
Reviewed By:



(SIGNATURE & DATE)

CERRITOS COLLEGE
DAVID C. MOORE,
DIRECTOR OF THE PHYSICAL PLANT

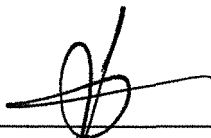
Reviewed By:



(SIGNATURE & DATE)

CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:



06.14.16

(SIGNATURE & DATE)

HPI ARCHITECTURE
JULIA JONES
ARCHITECT

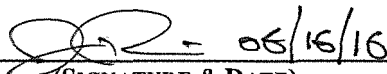
Reviewed By:



(SIGNATURE & DATE)

TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:



(SIGNATURE & DATE)

TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 02

Contract # 13P032-04

To: Rocky Coast Builders, Inc.
135 South Market Place
Escondido, CA 92029
Phone: 760-489-7770
Fax: 760-489-7771

Date: May 13, 2016

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 1.01

Building: CIS / Mathematics
Description: Add additional concrete aggregates and admixtures to each of the structural concrete shearwalls for the Fine Arts building (total of 16 walls).
Reason: Upon review, it was determined that the proposed concrete mix design was required to be revised from an aggregate mix to a pea gravel mix, in order to achieve consolidation of concrete to the structural concrete reinforcement and structural steel embeds within each concrete shearwall.
Benefit: Revising the specified concrete mix design ensured a solid consolidation of concrete to all embedded steel within each concrete shearwall, and provided an increased concrete strength above the required Project Specifications.
Requested by: Hill Partnership, Inc.
CO Type: Design Errors / omissions

Change Amount: \$ 17,661.00

Time Extension: 0 Work days

Item 1.02

Building: CIS / Mathematics
Description: Add additional concrete and Styrofoam insulation at the boiler room, located at the roof of the CIS / Mathematics building.
Reason: Upon review of the proposed mechanical and plumbing equipment for the boiler room, it was determined that additional concrete was required to be installed to raise the floor as needed to achieve the mounting heights and clearances for each equipment scheduled to be installed within the boiler room.
Benefit: Provided the mounting heights and clearances required to be achieved within the room.
Requested by: Hill Partnership, Inc.
CO Type: Design Errors / omissions

Change Amount: \$ 2,174.00

Time Extension: 0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER\$19,835.00
TOTAL ADDITIONAL WORKING DAYS Days: 0

CONTRACT SUMMARY:

Original Contract Amount	\$	7,187,571.00
Net change by previous Change Order	\$	35,356.00
Net Change by previous Contract Adjustment	\$	-
Net sum prior to this Change Order	\$	7,222,927.00
Amount of Change Order No. 2	\$	19,835.00
New Contract Sum	\$	7,242,762.00
Percentage of Change to Contract		0.8%

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

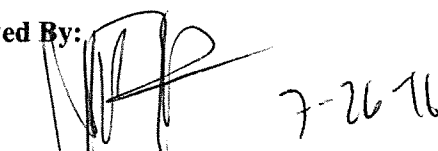
This Change Order is hereby executed on behalf of the Board of Trustees on
25 of July, 2016

Requested By:


(SIGNATURE & DATE)

ROCKY COAST BUILDERS, INC.
DOUG LADDERBUSH
135 South Market Place
Escondido, CA 92029

Approved By:


(SIGNATURE & DATE)

CERRITOS COLLEGE
DR. JOSE FIERRO
PRESIDENT/SUPERINTENDENT

Reviewed By:


(SIGNATURE & DATE)

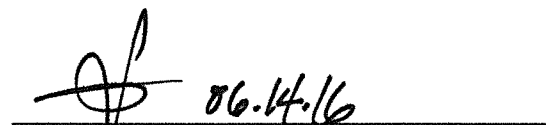
CERRITOS COLLEGE
DAVID C. MOORE,
DIRECTOR OF THE PHYSICAL PLANT

Reviewed By:


(SIGNATURE & DATE)

CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:


(SIGNATURE & DATE)

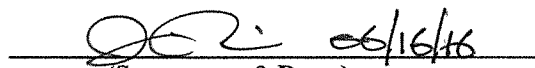
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:


(SIGNATURE & DATE)

TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:


(SIGNATURE & DATE)

TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 01

Contract # 13P032-04

To: Rocky Coast Builders, Inc.
135 South Market Place
Escondido, CA 92029
Phone: 760-489-7770
Fax: 760-489-7771

Date: May 13, 2016

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 1.01

Building: Fine Arts
Description: Add additional concrete reinforcement bars to structural concrete shearwalls A & E, located along the south elevation of the Fine Arts building.
Reason: Upon a Field Walk of the building, the Division of State Architect (DSA) Field Engineer requested for additional concrete reinforcement bars to be added to each concrete shearwall to increase the structural integrity of each wall.
Benefit: The additional concrete reinforcement bars provided additional structural integrity to the concrete shearwall and building.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Agency Driven Change

Change Amount: \$ 3,957.00

Time Extension: 0 Work days

Item 1.02

Building: Fine Arts
Description: Add additional concrete reinforcement bars and concrete to the structural grade beam footing, located along the northeast corner of the Fine Arts building.
Reason: Upon excavation of the footing in the field, it was discovered that an existing site underground gas line and waterline was buried within the footprint of the proposed grade beam footing. As a result, the footing was widened and deepened to accommodate each existing utility.
Benefit: Eliminated the need to remove and relocate each active utility line.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Unforeseen condition

Change Amount: \$ 2,378.00

Time Extension: 0 Work days

Item 1.03

Building: Fine Arts
Description: Add additional concrete aggregates and admixtures to each of the structural concrete shearwalls for the Fine Arts building (total of 19 walls).
Reason: Upon review, it was determined that the proposed concrete mix design was required to be revised from an aggregate mix to a pea gravel mix, in order to achieve consolidation of concrete to the structural concrete reinforcement and structural steel embeds within each concrete shearwall.
Benefit: Revising the specified concrete mix design ensured a solid consolidation of concrete to all embedded steel within each concrete shearwall, and provided an increased concrete strength above the required Project Specifications.
Requested by: Hill Partnership, Inc.
CO Type: Design Errors / omissions

Change Amount: \$ 22,414.00

Time Extension: 0 Work days

Item 1.05

Building: Fine Arts
Description: Add additional concrete and Styrofoam insulation at the boiler room, located at the roof of the Fine Arts building.
Reason: Upon review of the proposed mechanical and plumbing equipment for the boiler room, it was determined that additional concrete was required to be installed to raise the floor as needed to achieve the mounting heights and clearances for each equipment scheduled to be installed within the boiler room.
Benefit: Provided the mounting heights and clearances required to be achieved within the room.
Requested by: Hill Partnership, Inc.
CO Type: Design Errors / omissions

Change Amount: \$ 6,607.00

Time Extension: 0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER \$35,356.00
TOTAL ADDITIONAL WORKING DAYS Days: 0

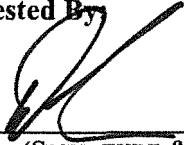
CONTRACT SUMMARY:

Original Contract Amount	\$	7,187,571.00
Net change by previous Change Order	\$	-
Net Change by previous Contract Adjustment	\$	-
Net sum prior to this Change Order	\$	7,187,571.00
Amount of Change Order No. 1	\$	35,356.00
New Contract Sum	\$	7,222,927.00
Percentage of Change to Contract		0.5%

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

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

Requested By:



6-8-16

(SIGNATURE & DATE)

ROCKY COAST BUILDERS, INC.
DOUG LADDERBUSH
135 South Market Place
Escondido, CA 92029

Approved By:



7-26-16

(SIGNATURE & DATE)

CERRITOS COLLEGE
DR. JOSE FIERRO
PRESIDENT/SUPERINTENDENT

Reviewed By:



(SIGNATURE & DATE)

CERRITOS COLLEGE
DAVID C. MOORE,
DIRECTOR OF THE PHYSICAL PLANT

Reviewed By:



(SIGNATURE & DATE)

CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:



(SIGNATURE & DATE)

HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:



(SIGNATURE & DATE)

TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:



(SIGNATURE & DATE)

TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER



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

DATE OF CONTRACT: October 2, 2014 / CONTRACT NO.: 13P032-04

BID CATEGORY: 04, Structural & Site Concrete

DOLLAR VALUE: \$7,187,571.00

LIQUIDATED DAMAGES: \$2,500.00 per day

CONTRACTOR: Rocky Coast Builders, Inc.

TERM: 738 Calendar Days

TIME FOR COMPLETION: _____

Rocky Coast Builders, Inc.

Address: 135 South Market Place, Escondido, CA 92029

Phone: 760-489-7770

Fax: 760-489-7771

AGREEMENT

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

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

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

PROJECT: **13P032, Fine Arts-CIS/Math Building**
Category 04, Structural & Site Concrete
("Project")

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

- 2. The Contract Documents:** The complete Agreement consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. ~~Any and all obligations of the District and Contractor are fully set forth and~~ described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
- 3. Interpretation of Contract Documents:** Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 33 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.
- 4. Time for Completion:** It is hereby understood and agreed that the Work under this Project shall be completed within **SEVEN HUNDRED THIRTY-EIGHT (738) consecutive calendar days** ("Contract Time") from the date specified in the District's Notice to Proceed.
- 5. Coordination of Work:** Should the Contractor fail to complete this Project, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its Work with the work of all other contractors.

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

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

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

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

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

8. **Insurance and Bonds:** Contractor shall provide all required certificates of insurance, and payment and performance bonds as evidence thereof.
9. **Execution of Work:** If the Contractor should neglect to execute the Work properly or fail to perform any provisions of this Agreement, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
10. **District Representatives:** Contractor hereby acknowledges that the Architect(s), District's Agent, the Project Inspector(s), and the Division of the State Architect have authority to approve and/or stop work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. The Contractor shall be liable for any delay caused by its non-compliant Work.
11. **Assignment of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.

- 12. Classification of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type C-8 Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.
- 13. Payment of Prevailing Wages:** The Contractor and all Subcontractors under the Contractor shall pay all workers on all Work performed pursuant to this Agreement not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.
- 14. [Labor Compliance:** If the District has adopted a labor compliance program which is applicable to the Project or if the Project is subject to State labor compliance monitored and enforced by the Compliance Monitoring Unit of the Department of Industrial Relations, Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of the District's labor compliance program or State labor compliance, if applicable, including, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate certified payroll records as required by the Contract Documents, or the District cannot issue payment.]
-
- 15. Contract Price:** In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

Seven Million One Hundred Eighty-Seven Thousand Five Hundred Seventy-One and 00/100 Dollars

(\$ 7,187,571.00),

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

Fine Arts:

Four-Million, Six-Hundred, Eighty-One Thousand, Three-Hundred, Nineteen Dollars	\$4,681,319.00

CIS/Math:

Two-Million, Five Hundred, Six Thousand, Two-Hundred, Fifty-Two Dollars	\$2,506,252.00

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

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

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

CONTRACTOR

ROCKY COAST BUILDERS, INC.

By: _____



Title: President

Print Name: Doug Ladderbush

DISTRICT

CERRITOS COMMUNITY COLLEGE DISTRICT

By: _____



Title: Vice President of Business Services

Print Name: Dr. David El Fattal

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

END OF DOCUMENT



Cerritos College

AMENDMENT NO. 01

To

CONTRACT NO. 13P032-04

The Agreement made and entered on **October 2, 2014** by and between the **Cerritos Community College District**, a public community college district with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650 ("District"), and **Rocky Coast Builders, Inc.** with its principal place of business at 135 So. Market Place, Escondido, CA 92029 ("Contractor") is **Amended on October 2, 2014**, as follows:

RECITALS

Whereas, District and Contractor entered into that certain Agreement dated October 2, 2014 ("Agreement"), whereby Contractor agreed to provide certain services for the **Fine Arts/CIS-Math Building Project** (Bid No. 13P032), **Category 04** ("Project");

Whereas, District and Contractor desire to amend the Agreement;

Now therefore, the Parties agree as follows:

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

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

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

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

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

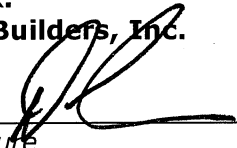
Except as, and to the extent expressly set forth in this Amendment, the parties hereby affirm the terms and provisions of, and affirm the efficacy and primacy of, the original bid documents and related Agreement for the Project. All references to the Agreement in the Agreement for the Project and in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

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

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

CONTRACTOR:
Rocky Coast Builders, Inc.

By:



Signature

Doug Ladderbush, President
Typed or Printed Name, & Title

CERRITOS COMMUNITY COLLEGE
DISTRICT:

By:



Signature

DR. DAVID EL FATTAL, V.P. OF BUS. SVCS
Typed or Printed Name, & Title



Cerritos College

AMENDMENT NO. 02

To

CONTRACT NO. 13P032-04

The Agreement made and entered on **October 2, 2014** by and between the **Cerritos Community College District**, a public community college district with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650 ("District"), and **Rocky Coast Builders, Inc.** with its principal place of business at 135 So. Market Place, Escondido, CA 92029 ("Contractor") is **Amended on May 19, 2016**, as follows:

RECITALS

Whereas, District and Contractor entered into that certain Agreement dated October 2, 2014 ("Agreement"), whereby Contractor agreed to provide certain services for the **Fine Arts/CIS-Math Building Project** (Bid No. 13P032), **Category 04** ("Project");

Whereas, District and Contractor desire to amend the Agreement;

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

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

Whereas, the Project's architect-engineer of record duly inspected the work on April 26, 2016, and determined that the Contractor's work was eighty-six percent (86%) complete;

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

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

1. The retention amount specified in Section 9.3.4.1 of the General Conditions component of the Agreement and anywhere else where such retention is specified is hereby reduced from ten percent (10%) to five percent (5%).
2. Exclusive of the five percent (5%) in retention to remain withheld for the total amount due under the Agreement, District will withhold one hundred fifty percent (150%) of the value of any outstanding work to be completed and of disputed items, if any, which will ensure sufficient funds remain to complete Contractor's Project so that a Notice of Completion can be filed by the District.
3. District reserves all rights to cure any outstanding issues to be completed to ensure final completion of Contractor's Project.
4. Final completion and acceptance of the Project, including all punchlist work and outstanding issues, is subject to Board approval.
5. In all other respects, the Agreement is reaffirmed.

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

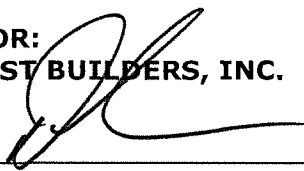
Except as, and to the extent expressly set forth in this Amendment, the parties hereby affirm the terms and provisions of, and affirm the efficacy and primacy of, the original bid documents and related Agreement for the Project. All references to the Agreement in the Agreement for the Project and in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

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

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

CONTRACTOR:
ROCKY COAST BUILDERS, INC.

By:



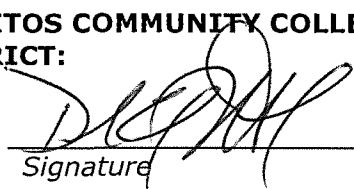
Signature

Doug Ladderbush,
President

Typed or Printed Name, & Title

**CERRITOS COMMUNITY COLLEGE
DISTRICT:**

By:



Signature

Dr. David El Fattal,
Vice President of Business Services

Typed or Printed Name, & Title

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **January 18, 2017**

Agenda Item No. 22

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Felipe Lopez
Vice President of Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT:	Consideration of Ratification of Change Order No. 7 [Errors], (Bid No. 13P032, Category 04), Rocky Coast Builders, Inc., Fine Arts-CIS/Math Building

ACTION

It is recommended that the Board of Trustees ratify Change Order No. 7 [Errors] in the amount of \$2,865 for the Fine Arts-CIS/Math Building project.

FISCAL IMPACT

The amount from Change Order No. 7 will be \$2,865, increasing the total contract amount to \$7,414,379. Funding will be allocated from the GO Bond.

REPORT SUMMARY

On October 1, 2014, the Board awarded a contract to Rocky Coast Builders, Inc. of Escondido, California for the Fine Arts-CIS/Math Building project. The project was bid using a multi-prime project delivery method whereby Cerritos College bid eighteen (18) disciplines for various elements of the project work. Category 04 of this project represents the Structural and Site Concrete element of work. Public Contract Code Section 20659 requires Board approval for a change order to a public works bid.

The total amount for the attached item in Change Order No. 7 is \$2,865. The original contract amount approved by the Board was \$7,187,571. Therefore, Change Order No. 7 is in compliance with Public Contract Code Section 20659. Change Order No. 7 is due to the correction of design errors through the addition of a concrete curb to accommodate sufficient accessibility clearance in the 2nd floor restroom of the CIS/Math Building. Change Order No. 7 has been reviewed by Tilden-Coil Constructors (Construction Management); the Director of Physical Plant and Construction Services; and, the Vice President of Business Services. Please refer to the attachment for the items, details, and approvals of Change Order No. 7.

	Change Order	Date	Amount	Percentage of Change
Pending	7	January 18, 2017	\$2,865	3.2%
Pending	6	January 18, 2017	\$9,663	3.1%
	4, 5	August 17, 2016	\$148,889	3.0%
	1, 2, 3	July 25, 2016	\$ 65,391	2.2%

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

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

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

Change Order No. 7 to Contract No. 13P032-04 (CIS/Math Building portion) – Rocky Coast Builders, Inc.
Change Order No. 6 to Contract No. 13P032-04 (Fine Arts Building portion) – Rocky Coast Builders, Inc.
Change Order No. 5 to Contract No. 13P032-04 (CIS/Math Building portion) – Rocky Coast Builders, Inc.
Change Order No. 4 to Contract No. 13P032-04 (Fine Arts Building portion) – Rocky Coast Builders, Inc.
Change Order No. 3 to Contract No. 13P032-04 (Fine Arts Building portion) – Rocky Coast Builders, Inc.
Change Order No. 2 to Contract No. 13P032-04 (CIS/Math Building portion) – Rocky Coast Builders, Inc.
Change Order No. 1 to Contract No. 13P032-04 (Fine Arts Building portion) – Rocky Coast Builders, Inc.
Contract No. 13P032-04 – Rocky Coast Builders, Inc.

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 07

Contract # 13P032-04

To: Rocky Coast Builders, Inc.
135 South Market Place
Escondido, CA 92029
Phone: 760-489-7770
Fax: 760-489-7771

Date: September 30, 2016

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 7.01

Building: CIS / Mathematics

Description: Add an additional concrete curb to accommodate 60" clearance of accessibility within restroom, located on the 2nd floor of the CIS / Mathematics building.

Reason: Upon review, it was determined the north wall of the restroom had to be re-framed, including a new concrete curb, in order to accommodate the required 60" clearance of accessibility within the restroom.

Benefit: Additional framing ensures sufficient clearance of accessibility within restroom.

Requested by: Hill Partnership, Inc.

CO Type: Design Errors

Change Amount: \$ 2,865.00

Time Extension: 0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER **\$2,865.00**

TOTAL ADDITIONAL WORKING DAYS **Days: 0**

CONTRACT SUMMARY:

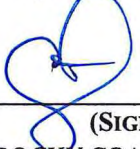
Original Contract Amount	\$	7,187,571.00
Net change by previous Change Order	\$	223,943.00
Net sum prior to this Change Order	\$	7,411,514.00
Amount of Change Order No. 7	\$	2,865.00
New Contract Sum	\$	7,414,379.00

Percentage of Change to Contract 3.2%

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

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

Requested By:

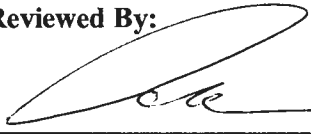

10.17.16

(SIGNATURE & DATE)
ROCKY COAST BUILDERS, INC.
COREY ARNOLD
135 South Market Place
Escondido, CA 92029

Approved By:

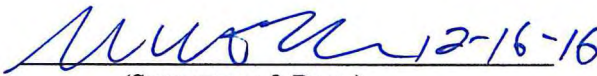
(SIGNATURE & DATE)
CERRITOS COLLEGE
NOORALI DELAWALLA
ACTING VP BUSINESS SERVICES

Reviewed By:


11/7/2016

(SIGNATURE & DATE)
CERRITOS COLLEGE
DAVID C. MOORE,
DIRECTOR OF THE PHYSICAL PLANT

Reviewed By:


12-16-16

(SIGNATURE & DATE)
CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:


10.26.16

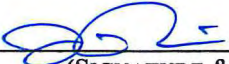
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:


10/26/16

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

Reviewed By:


11/5/16

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

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 06

Contract # 13P032-04

To: Rocky Coast Builders, Inc.
135 South Market Place
Escondido, CA 92029
Phone: 760-489-7770
Fax: 760-489-7771

Date: September 30, 2016

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 6.01

Building: Fine Arts
Description: Remove and re-install steel embeds located along the east concrete shearwall of the Film building.
Reason: Upon review, it was determined by the Division of State Architect (DSA) that the structural support of the proposed mechanical and plumbing utilities feeding the Film building was required to be revised in elevation. As a result, the steel embeds were removed and relocated to the correct location prior to the concrete pour of the wall.
Benefit: Relocation of steel embeds to the correct elevation allows acceptance of the structural support by DSA.
Requested by: Division of State Architect (DSA)
CO Type: Agency Driven

Change Amount: \$ 2,525.00

Time Extension: 0 Work days

Item 6.02

Building: Fine Arts
Description: Revise the thickness of the concrete housekeeping pad supporting the electrical secondary substation, located west of the Fine Arts building.
Reason: Upon review, it was determined that the thickness of the concrete pad was required to be increased from 4" to 12", to provide sufficient support of the proposed electrical equipment.
Benefit: Increase of concrete ensures sufficient structural support of equipment.
Requested by: Hill Partnership, Inc.
CO Type: Design Errors

Change Amount: \$ 3,272.00

Time Extension: 0 Work days

Item 6.03

Building: Fine Arts
Description: Add additional concrete topper slabs for each custodial closet (total of 2) located in the Fine Arts building.
Reason: Upon review, it was determined that additional concrete was required to achieve the required thickness of sealed concrete floor finish for each room.
Benefit: Ensures that proposed floor thickness is achieved.
Requested by: Hill Partnership, Inc.
CO Type: Design Errors

Change Amount: \$ 3,466.00

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER \$9,663.00
TOTAL ADDITIONAL WORKING DAYS **Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	\$	7,187,571.00
Net change by previous Change Order	\$	214,280.00
Net sum prior to this Change Order	\$	7,401,851.00
Amount of Change Order No. 6	\$	9,663.00
New Contract Sum	\$	7,411,514.00
Percentage of Change to Contract		3.1%

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

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

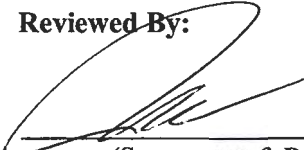
Requested By:

 10.17.16
(SIGNATURE & DATE)
ROCKY COAST BUILDERS, INC.
COREY ARNOLD
135 South Market Place
Escondido, CA 92029

Approved By:

(SIGNATURE & DATE)
CERRITOS COLLEGE
NOORALI DELAWALLA
ACTING VP BUSINESS SERVICES

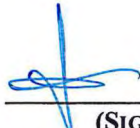
Reviewed By:

 11/7/2016
(SIGNATURE & DATE)
CERRITOS COLLEGE
DAVID C. MOORE,
DIRECTOR OF THE PHYSICAL PLANT

Reviewed By:

 12-16-16
(SIGNATURE & DATE)
CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:

 10.26.16
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

 10/26/16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

 11/5/16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 05

Contract # 13P032-04

To: Rocky Coast Builders, Inc.
135 South Market Place
Escondido, CA 92029
Phone: 760-489-7770
Fax: 760-489-7771

Date: July 6, 2016

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 5.01

Building: CIS/ Mathematics
Description: Provide post shoring/bracing to provide temporary structural support for all cast-in place concrete shearwalls (total of 16) located at the new CIS/Mathematics building.
Reason: Upon review during construction, it was determined that post shoring/bracing was required to provide temporary structural support at each concrete shearwall until the structural diaphragm of the building was completed.
Benefit: The temporary shoring provided sufficient structural support of each wall, as well as continued safety, during the course of construction.
Requested by: HPI Architecture
CO Type: Design Errors/Omissions

Change Amount: \$ 60,996.00

Time Extension: 0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER **\$60,996.00**
TOTAL ADDITIONAL WORKING DAYS **Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	\$	7,187,571.00
Net change by previous Change Order	\$	153,284.00
Net sum prior to this Change Order	\$	7,340,855.00
Amount of Change Order No. 5	\$	60,996.00
New Contract Sum	\$	7,401,851.00

Percentage of Change to Contract 3.0%

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

This Change Order is hereby executed on behalf of the Board of Trustees on
17th of August, 2016

Requested By:



7.11.16

(SIGNATURE & DATE)

ROCKY COAST BUILDERS, INC.
COREY ARNOLD
135 South Market Place
Escondido, CA 92029

Approved By:

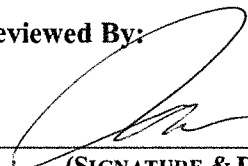


8/19/16

(SIGNATURE & DATE)

CERRITOS COLLEGE
NOORALI DELAWALLA
ACTING VP BUSINESS SERVICES

Reviewed By:



7/14/2016

(SIGNATURE & DATE)

CERRITOS COLLEGE
DAVID C. MOORE,
DIRECTOR OF THE PHYSICAL PLANT

Reviewed By:



7-31-16

(SIGNATURE & DATE)

CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:



07.12.16

(SIGNATURE & DATE)

HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:



7/12/16

(SIGNATURE & DATE)

TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:



07/12/16

(SIGNATURE & DATE)

TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 04

Contract # 13P032-04

To: Rocky Coast Builders, Inc.
135 South Market Place
Escondido, CA 92029
Phone: 760-489-7770
Fax: 760-489-7771

Date: July 6, 2016

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 4.01

Building: Fine Arts
Description: Provide post shoring/bracing to provide temporary structural support for all cast-in place concrete shearwalls (total of 23) located at the new Fine Arts and Film buildings.
Reason: Upon review during construction, it was determined that post shoring/bracing was required to provide temporary structural support at each concrete shearwall until the structural diaphragm of the building was completed.
Benefit: The temporary shoring provided sufficient structural support of each wall, as well as continued safety, during the course of construction.
Requested by: HPI Architecture
CO Type: Design Errors/Omissions

Change Amount: \$ 87,893.00

Time Extension: 0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER **\$87,893.00**

TOTAL ADDITIONAL WORKING DAYS.....**Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	\$	7,187,571.00
Net change by previous Change Order	\$	65,391.00
Net sum prior to this Change Order	\$	7,252,962.00
Amount of Change Order No. 4	\$	87,893.00
New Contract Sum	\$	7,340,855.00
Percentage of Change to Contract		2.1%

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

This Change Order is hereby executed on behalf of the Board of Trustees on
17th of August, 2016

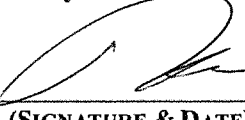
Requested By:


7.11.16
(SIGNATURE & DATE)
ROCKY COAST BUILDERS, INC.
COREY ARNOLD
135 South Market Place
Escondido, CA 92029

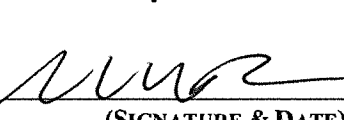
Approved By:


8/19/16
(SIGNATURE & DATE)
CERRITOS COLLEGE
NOORALI DELAWALLA
ACTING VP BUSINESS SERVICES

Reviewed By:


7/14/2016
(SIGNATURE & DATE)
CERRITOS COLLEGE
DAVID C. MOORE,
DIRECTOR OF THE PHYSICAL PLANT

Reviewed By:


7-31-16
(SIGNATURE & DATE)
CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

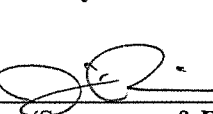
Reviewed By:


07.12.16
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:


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

Reviewed By:


07/12/16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 03

Contract # 13P032-04

To: Rocky Coast Builders, Inc.
135 South Market Place
Escondido, CA 92029
Phone: 760-489-7770
Fax: 760-489-7771

Date: May 13, 2016

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 3.01

Building: Fine Arts
Description: Add concrete and omit exterior fire rated louvers and related fire alarm infrastructure located at the exterior workyard of the Fine Arts building.
Reason: It was determined that the fire rated louvers at the exterior workyard were no longer required to be installed by the Division of State Architect (DSA). As a result, the louver and related fire alarm infrastructure was omitted, and the areas omitted were infilled with cast-in place concrete. Total cost includes the added cost of concrete, as well as the deductive costs to omit the louvers and Fire Alarm infrastructure for a total net add of \$2,487.00 to the College.
Benefit: Decreased future maintenance costs, as the louvers and fire alarm infrastructure originally shown to be provided is no longer required by DSA.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Agency Driven Change

Change Amount: \$ 10,200.00

Time Extension: 0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER \$10,200.00
TOTAL ADDITIONAL WORKING DAYS..... Days: 0

CONTRACT SUMMARY:

Original Contract Amount	\$	7,187,571.00
Net change by previous Change Order	\$	55,191.00
Net sum prior to this Change Order	\$	7,242,762.00
Amount of Change Order No. 3	\$	10,200.00
New Contract Sum	\$	7,252,962.00

Percentage of Change to Contract 0.9%

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

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

Requested By:

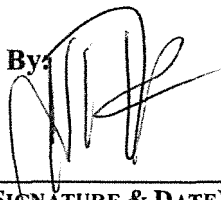


6-8-16

(SIGNATURE & DATE)

ROCKY COAST BUILDERS, INC.
DOUG LADDERBUSH
135 South Market Place
Escondido, CA 92029

Approved By:

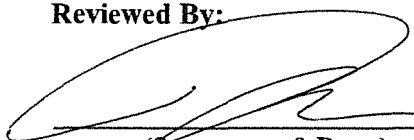


7-26-16

(SIGNATURE & DATE)

CERRITOS COLLEGE
DR. JOSE FIERRO
PRESIDENT/SUPERINTENDENT

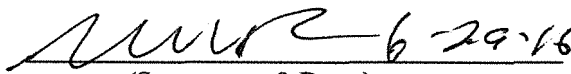
Reviewed By:



(SIGNATURE & DATE)

CERRITOS COLLEGE
DAVID C. MOORE,
DIRECTOR OF THE PHYSICAL PLANT

Reviewed By:



(SIGNATURE & DATE)

CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:



06.14.16

(SIGNATURE & DATE)

HPI ARCHITECTURE
JULIA JONES
ARCHITECT

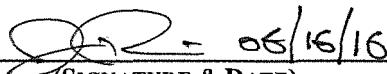
Reviewed By:



(SIGNATURE & DATE)

TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:



(SIGNATURE & DATE)

TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 02

Contract # 13P032-04

To: Rocky Coast Builders, Inc.
135 South Market Place
Escondido, CA 92029
Phone: 760-489-7770
Fax: 760-489-7771

Date: May 13, 2016

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 1.01

Building: CIS / Mathematics
Description: Add additional concrete aggregates and admixtures to each of the structural concrete shearwalls for the Fine Arts building (total of 16 walls).
Reason: Upon review, it was determined that the proposed concrete mix design was required to be revised from an aggregate mix to a pea gravel mix, in order to achieve consolidation of concrete to the structural concrete reinforcement and structural steel embeds within each concrete shearwall.
Benefit: Revising the specified concrete mix design ensured a solid consolidation of concrete to all embedded steel within each concrete shearwall, and provided an increased concrete strength above the required Project Specifications.
Requested by: Hill Partnership, Inc.
CO Type: Design Errors / omissions

Change Amount: \$ 17,661.00

Time Extension: 0 Work days

Item 1.02

Building: CIS / Mathematics
Description: Add additional concrete and Styrofoam insulation at the boiler room, located at the roof of the CIS / Mathematics building.
Reason: Upon review of the proposed mechanical and plumbing equipment for the boiler room, it was determined that additional concrete was required to be installed to raise the floor as needed to achieve the mounting heights and clearances for each equipment scheduled to be installed within the boiler room.
Benefit: Provided the mounting heights and clearances required to be achieved within the room.
Requested by: Hill Partnership, Inc.
CO Type: Design Errors / omissions

Change Amount: \$ 2,174.00

Time Extension: 0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER\$19,835.00
TOTAL ADDITIONAL WORKING DAYS Days: 0

CONTRACT SUMMARY:

Original Contract Amount	\$	7,187,571.00
Net change by previous Change Order	\$	35,356.00
Net Change by previous Contract Adjustment	\$	-
Net sum prior to this Change Order	\$	7,222,927.00
Amount of Change Order No. 2	\$	19,835.00
New Contract Sum	\$	7,242,762.00
Percentage of Change to Contract		0.8%

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

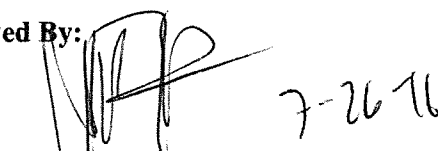
This Change Order is hereby executed on behalf of the Board of Trustees on
25 of July, 2016

Requested By:


(SIGNATURE & DATE)

ROCKY COAST BUILDERS, INC.
DOUG LADDERBUSH
135 South Market Place
Escondido, CA 92029

Approved By:


(SIGNATURE & DATE)

CERRITOS COLLEGE
DR. JOSE FIERRO
PRESIDENT/SUPERINTENDENT

Reviewed By:


(SIGNATURE & DATE)

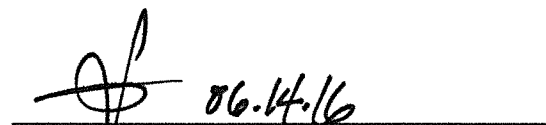
CERRITOS COLLEGE
DAVID C. MOORE,
DIRECTOR OF THE PHYSICAL PLANT

Reviewed By:


(SIGNATURE & DATE)

CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:


(SIGNATURE & DATE)

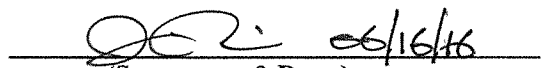
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:


(SIGNATURE & DATE)

TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:


(SIGNATURE & DATE)

TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 01

Contract # 13P032-04

To: Rocky Coast Builders, Inc.
135 South Market Place
Escondido, CA 92029
Phone: 760-489-7770
Fax: 760-489-7771

Date: May 13, 2016

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 1.01

Building: Fine Arts
Description: Add additional concrete reinforcement bars to structural concrete shearwalls A & E, located along the south elevation of the Fine Arts building.
Reason: Upon a Field Walk of the building, the Division of State Architect (DSA) Field Engineer requested for additional concrete reinforcement bars to be added to each concrete shearwall to increase the structural integrity of each wall.
Benefit: The additional concrete reinforcement bars provided additional structural integrity to the concrete shearwall and building.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Agency Driven Change

Change Amount: \$ 3,957.00

Time Extension: 0 Work days

Item 1.02

Building: Fine Arts
Description: Add additional concrete reinforcement bars and concrete to the structural grade beam footing, located along the northeast corner of the Fine Arts building.
Reason: Upon excavation of the footing in the field, it was discovered that an existing site underground gas line and waterline was buried within the footprint of the proposed grade beam footing. As a result, the footing was widened and deepened to accommodate each existing utility.
Benefit: Eliminated the need to remove and relocate each active utility line.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Unforeseen condition

Change Amount: \$ 2,378.00

Time Extension: 0 Work days

Item 1.03

Building: Fine Arts
Description: Add additional concrete aggregates and admixtures to each of the structural concrete shearwalls for the Fine Arts building (total of 19 walls).
Reason: Upon review, it was determined that the proposed concrete mix design was required to be revised from an aggregate mix to a pea gravel mix, in order to achieve consolidation of concrete to the structural concrete reinforcement and structural steel embeds within each concrete shearwall.
Benefit: Revising the specified concrete mix design ensured a solid consolidation of concrete to all embedded steel within each concrete shearwall, and provided an increased concrete strength above the required Project Specifications.
Requested by: Hill Partnership, Inc.
CO Type: Design Errors / omissions

Change Amount: \$ 22,414.00

Time Extension: 0 Work days

Item 1.05

Building: Fine Arts
Description: Add additional concrete and Styrofoam insulation at the boiler room, located at the roof of the Fine Arts building.
Reason: Upon review of the proposed mechanical and plumbing equipment for the boiler room, it was determined that additional concrete was required to be installed to raise the floor as needed to achieve the mounting heights and clearances for each equipment scheduled to be installed within the boiler room.
Benefit: Provided the mounting heights and clearances required to be achieved within the room.
Requested by: Hill Partnership, Inc.
CO Type: Design Errors / omissions

Change Amount: \$ 6,607.00

Time Extension: 0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER \$35,356.00
TOTAL ADDITIONAL WORKING DAYS Days: 0

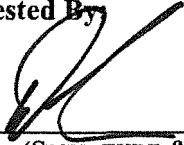
CONTRACT SUMMARY:

Original Contract Amount	\$	7,187,571.00
Net change by previous Change Order	\$	-
Net Change by previous Contract Adjustment	\$	-
Net sum prior to this Change Order	\$	7,187,571.00
Amount of Change Order No. 1	\$	35,356.00
New Contract Sum	\$	7,222,927.00
Percentage of Change to Contract		0.5%

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

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

Requested By:



6-8-16

(SIGNATURE & DATE)

ROCKY COAST BUILDERS, INC.
DOUG LADDERBUSH
135 South Market Place
Escondido, CA 92029

Approved By:



7-26-16

(SIGNATURE & DATE)

CERRITOS COLLEGE
DR. JOSE FIERRO
PRESIDENT/SUPERINTENDENT

Reviewed By:



(SIGNATURE & DATE)

CERRITOS COLLEGE
DAVID C. MOORE,
DIRECTOR OF THE PHYSICAL PLANT

Reviewed By:



(SIGNATURE & DATE)

CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:



(SIGNATURE & DATE)

HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:



(SIGNATURE & DATE)

TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:



(SIGNATURE & DATE)

TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER



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

DATE OF CONTRACT: October 2, 2014 / CONTRACT NO.: 13P032-04

BID CATEGORY: 04, Structural & Site Concrete

DOLLAR VALUE: \$7,187,571.00

LIQUIDATED DAMAGES: \$2,500.00 per day

CONTRACTOR: Rocky Coast Builders, Inc.

TERM: 738 Calendar Days

TIME FOR COMPLETION: _____

Rocky Coast Builders, Inc.

Address: 135 South Market Place, Escondido, CA 92029

Phone: 760-489-7770

Fax: 760-489-7771

AGREEMENT

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

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

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

PROJECT: **13P032, Fine Arts-CIS/Math Building**
Category 04, Structural & Site Concrete
("Project")

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

- 2. The Contract Documents:** The complete Agreement consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. ~~Any and all obligations of the District and Contractor are fully set forth and~~ described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
- 3. Interpretation of Contract Documents:** Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 33 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.
- 4. Time for Completion:** It is hereby understood and agreed that the Work under this Project shall be completed within **SEVEN HUNDRED THIRTY-EIGHT (738) consecutive calendar days** ("Contract Time") from the date specified in the District's Notice to Proceed.
- 5. Coordination of Work:** Should the Contractor fail to complete this Project, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its Work with the work of all other contractors.

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

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

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

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

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

8. **Insurance and Bonds:** Contractor shall provide all required certificates of insurance, and payment and performance bonds as evidence thereof.
9. **Execution of Work:** If the Contractor should neglect to execute the Work properly or fail to perform any provisions of this Agreement, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
10. **District Representatives:** Contractor hereby acknowledges that the Architect(s), District's Agent, the Project Inspector(s), and the Division of the State Architect have authority to approve and/or stop work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. The Contractor shall be liable for any delay caused by its non-compliant Work.
11. **Assignment of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.

- 12. Classification of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type C-8 Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.
- 13. Payment of Prevailing Wages:** The Contractor and all Subcontractors under the Contractor shall pay all workers on all Work performed pursuant to this Agreement not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.
- 14. [Labor Compliance:** If the District has adopted a labor compliance program which is applicable to the Project or if the Project is subject to State labor compliance monitored and enforced by the Compliance Monitoring Unit of the Department of Industrial Relations, Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of the District's labor compliance program or State labor compliance, if applicable, including, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate certified payroll records as required by the Contract Documents, or the District cannot issue payment.]
-
- 15. Contract Price:** In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

Seven Million One Hundred Eighty-Seven Thousand Five Hundred Seventy-One and 00/100 Dollars

(\$ 7,187,571.00),

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

Fine Arts:

Four-Million, Six-Hundred, Eighty-One Thousand, Three-Hundred, Nineteen Dollars	\$4,681,319.00

CIS/Math:

Two-Million, Five Hundred, Six Thousand, Two-Hundred, Fifty-Two Dollars	\$2,506,252.00

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

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

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

CONTRACTOR

ROCKY COAST BUILDERS, INC.

By: _____

Title: President

Print Name: Doug Ladderbush

DISTRICT

CERRITOS COMMUNITY COLLEGE DISTRICT

By: _____

Title: Vice President of Business Services

Print Name: Dr. David El Fattal

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

END OF DOCUMENT



Cerritos College

AMENDMENT NO. 01

To

CONTRACT NO. 13P032-04

The Agreement made and entered on **October 2, 2014** by and between the **Cerritos Community College District**, a public community college district with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650 ("District"), and **Rocky Coast Builders, Inc.** with its principal place of business at 135 So. Market Place, Escondido, CA 92029 ("Contractor") is **Amended on October 2, 2014**, as follows:

RECITALS

Whereas, District and Contractor entered into that certain Agreement dated October 2, 2014 ("Agreement"), whereby Contractor agreed to provide certain services for the **Fine Arts/CIS-Math Building Project** (Bid No. 13P032), **Category 04** ("Project");

Whereas, District and Contractor desire to amend the Agreement;

Now therefore, the Parties agree as follows:

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

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

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

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

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

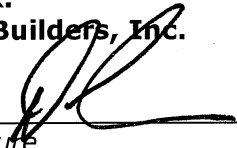
Except as, and to the extent expressly set forth in this Amendment, the parties hereby affirm the terms and provisions of, and affirm the efficacy and primacy of, the original bid documents and related Agreement for the Project. All references to the Agreement in the Agreement for the Project and in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

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

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

CONTRACTOR:
Rocky Coast Builders, Inc.

By:



Signature

Doug Ladderbush, President
Typed or Printed Name, & Title

CERRITOS COMMUNITY COLLEGE
DISTRICT:

By:



Signature

DR. DAVID EL FATTAL, V.P. OF BUS. SVCS
Typed or Printed Name, & Title



Cerritos College

AMENDMENT NO. 02

To

CONTRACT NO. 13P032-04

The Agreement made and entered on **October 2, 2014** by and between the **Cerritos Community College District**, a public community college district with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650 ("District"), and **Rocky Coast Builders, Inc.** with its principal place of business at 135 So. Market Place, Escondido, CA 92029 ("Contractor") is **Amended on May 19, 2016**, as follows:

RECITALS

Whereas, District and Contractor entered into that certain Agreement dated October 2, 2014 ("Agreement"), whereby Contractor agreed to provide certain services for the **Fine Arts/CIS-Math Building Project** (Bid No. 13P032), **Category 04** ("Project");

Whereas, District and Contractor desire to amend the Agreement;

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

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

Whereas, the Project's architect-engineer of record duly inspected the work on April 26, 2016, and determined that the Contractor's work was eighty-six percent (86%) complete;

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

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

1. The retention amount specified in Section 9.3.4.1 of the General Conditions component of the Agreement and anywhere else where such retention is specified is hereby reduced from ten percent (10%) to five percent (5%).
2. Exclusive of the five percent (5%) in retention to remain withheld for the total amount due under the Agreement, District will withhold one hundred fifty percent (150%) of the value of any outstanding work to be completed and of disputed items, if any, which will ensure sufficient funds remain to complete Contractor's Project so that a Notice of Completion can be filed by the District.
3. District reserves all rights to cure any outstanding issues to be completed to ensure final completion of Contractor's Project.
4. Final completion and acceptance of the Project, including all punchlist work and outstanding issues, is subject to Board approval.
5. In all other respects, the Agreement is reaffirmed.

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

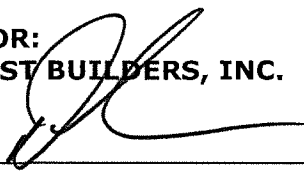
Except as, and to the extent expressly set forth in this Amendment, the parties hereby affirm the terms and provisions of, and affirm the efficacy and primacy of, the original bid documents and related Agreement for the Project. All references to the Agreement in the Agreement for the Project and in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

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

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

CONTRACTOR:
ROCKY COAST BUILDERS, INC.

By:



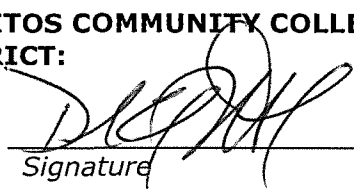
Signature

Doug Ladderbush,
President

Typed or Printed Name, & Title

**CERRITOS COMMUNITY COLLEGE
DISTRICT:**

By:



Signature

Dr. David El Fattal,
Vice President of Business Services

Typed or Printed Name, & Title

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **January 18, 2017**

Agenda Item No. 23

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Felipe Lopez
Vice President of Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT:	Consideration of Ratification of Change Order No. 8 [Owner Added Scope], (Bid No. 13P032, Category 04), Rocky Coast Builders, Inc., Fine Arts-CIS/Math Building

ACTION

It is recommended that the Board of Trustees ratify Change Order No. 8 [Owner Added Scope] in the amount of \$5,077 for the Fine Arts-CIS/Math Building project.

FISCAL IMPACT

The amount from Change Order No. 8 will be \$5,077, increasing the total contract amount to \$7,419,456. Funding will be allocated from the GO Bond.

REPORT SUMMARY

On October 1, 2014, the Board awarded a contract to Rocky Coast Builders, Inc. of Escondido, California for the Fine Arts-CIS/Math Building project. The project was bid using a multi-prime project delivery method whereby Cerritos College bid eighteen (18) disciplines for various elements of the project work. Category 04 of this project represents the Structural and Site Concrete element of work. Public Contract Code Section 20659 requires Board approval for a change order to a public works bid.

The total amount for the attached item in Change Order No. 8 is \$5,077. The original contract amount approved by the Board was \$7,187,571. Therefore, Change Order No. 8 is in compliance with Public Contract Code Section 20659. Change Order No. 8 is due to Rocky Coast Builders, Inc. providing an additional concrete pour at the roof of the CIS/Math Building to allow for correction of the structural steel by Anderson Charnesky Structural Steel, Inc.; this can be referenced per the submitted deductive Change Order No. 8 by Anderson Charnesky Structural Steel, Inc. Rocky Coast Builders, Inc. also provided additional labor to accommodate the installation of structural steel columns that were not procured in a timely manner by Anderson Charnesky Structural Steel, Inc.; this can be referenced per the submitted deductive Change Order No. 7 by Anderson Charnesky Structural Steel, Inc. Additionally, Rocky Coast Builders, Inc. is issuing a credit to offset the cost of additional labor and materials on behalf of Anderson Charnesky Structural Steel, Inc. for incorrectly placed steel embeds and bearing plates on the shear walls of the CIS/Math Building; this can be referenced per the submitted Change Order No. 7 by Anderson Charnesky Structural Steel, Inc. Change Order No. 7 has been reviewed by Tilden-Coil Constructors (Construction Management); the Director of

Physical Plant and Construction Services; and, the Vice President of Business Services. Please refer to the attachment for the items, details, and approvals of Change Order No. 8.

	Change Order	Date	Amount	Percentage of Change
Pending	8	January 18, 2017	\$ 5,077	3.2%
Pending	7	January 18, 2017	\$2,865	3.2%
Pending	6	January 18, 2017	\$9,663	3.1%
	4, 5	August 17, 2016	\$148,889	3.0%
	1, 2, 3	July 25, 2016	\$ 65,391	2.2%

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

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

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

Change Order No. 8 to Contract No. 13P03-04 (Fine Arts Building portion) – Rocky Coast Builders, Inc.
Change Order No. 7 to Contract No. 13P032-04 (CIS/Math Building portion) – Rocky Coast Builders, Inc.
Change Order No. 6 to Contract No. 13P032-04 (Fine Arts Building portion) – Rocky Coast Builders, Inc.
Change Order No. 5 to Contract No. 13P032-04 (CIS/Math Building portion) – Rocky Coast Builders, Inc.
Change Order No. 4 to Contract No. 13P032-04 (Fine Arts Building portion) – Rocky Coast Builders, Inc.
Change Order No. 3 to Contract No. 13P032-04 (Fine Arts Building portion) – Rocky Coast Builders, Inc.
Change Order No. 2 to Contract No. 13P032-04 (CIS/Math Building portion) – Rocky Coast Builders, Inc.
Change Order No. 1 to Contract No. 13P032-04 (Fine Arts Building portion) – Rocky Coast Builders, Inc.
Contract No. 13P032-04 – Rocky Coast Builders, Inc.

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 08

Contract # 13P032-04

To: Rocky Coast Builders, Inc.
135 South Market Place
Escondido, CA 92029
Phone: 760-489-7770
Fax: 760-489-7771

Date: October 25, 2016

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 8.01

Building: Fine Arts
Description: Additional concrete pour at roof on behalf of Bid Category #05 (BC 05-Structural Steel & Miscellaneous Metals) prime contractor.
Reason: Upon review an incorrect structural steel member was installed by Anderson Charnesky Structural Steel (BC 05). As a result an additional concrete pour had to be scheduled for a later date by Rocky Coast Builders (BC 04-Structural & Site Concrete) to allow correction of structural steel. Reference Anderson Charnesky Structural Steel (BC 05) deductive Change Order #08.
Benefit: Ensures sufficient structural support for concrete deck.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Backcharge. The total of both change orders is a net **\$0.00** cost to the District.

Change Amount:..... \$ 8,897.00

Time Extension: 0 Work days

Item 8.02

Building: Fine Arts
Description: Additional labor due to structural columns not being installed in a timely matter on behalf of Bid Category #05 (BC 05-Structural Steel & Miscellaneous Metals) prime contractor.
Reason: Additional labor was required to accommodate the installation of structural steel columns that were not procured in a timely matter. Reference Anderson Charnesky Structural Steel (BC 05) deductive Change Order #07.
Benefit: Ensures the delayed material does not affect the construction schedule.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Backcharge. The total of both change orders is a net **\$0.00** cost to the District.

Change Amount:..... \$ 3,087.00

Time Extension: 0 Work days

Item 8.03

Building: Fine Arts
Description: Credit to offset the cost of additional labor and materials for steel embeds and bearing plates by Bid Category #05 (BC 05-Structural Steel & Miscellaneous Metals) prime contractor.
Reason: Rocky Coast Builders (BC 04) set various steel embeds and bearing plates in incorrect locations on shear walls. As a result additional material was installed by Anderson Charnesky Structural Steel (BC 05-Structural Steel & Miscellaneous Metals) prime contractor. Reference Anderson Charnesky Structural Steel (BC 05) Change Order #07.
Benefit: Ensured accurate placement of structural steel members.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Backcharge. The total of both change orders is a net **\$0.00** cost to the District.

Change Amount:..... \$ (6,907.00)

Time Extension: 0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER **\$5,077.00**

TOTAL ADDITIONAL WORKING DAYS **Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	\$	7,187,571.00
Net change by previous Change Order	\$	226,808.00
Net sum prior to this Change Order	\$	7,414,379.00
Amount of Change Order No. 8	\$	5,077.00
New Contract Sum	\$	7,419,456.00
Percentage of Change to Contract		3.2%

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

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

Requested By:

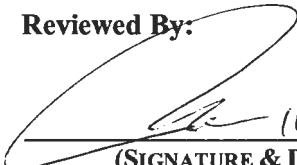


(SIGNATURE & DATE)
ROCKY COAST BUILDERS, INC.
COREY ARNOLD
135 South Market Place
Escondido, CA 92029

Approved By:

(SIGNATURE & DATE)
CERRITOS COLLEGE
NOORALI DELAWALLA
ACTING VP BUSINESS SERVICES

Reviewed By:



(SIGNATURE & DATE)
CERRITOS COLLEGE
DAVID C. MOORE,
DIRECTOR OF THE PHYSICAL PLANT

Reviewed By:



(SIGNATURE & DATE)
CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:



(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:



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

Reviewed By:



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

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 07

Contract # 13P032-04

To: Rocky Coast Builders, Inc.
135 South Market Place
Escondido, CA 92029
Phone: 760-489-7770
Fax: 760-489-7771

Date: September 30, 2016

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 7.01

Building: CIS / Mathematics

Description: Add an additional concrete curb to accommodate 60" clearance of accessibility within restroom, located on the 2nd floor of the CIS / Mathematics building.

Reason: Upon review, it was determined the north wall of the restroom had to be re-framed, including a new concrete curb, in order to accommodate the required 60" clearance of accessibility within the restroom.

Benefit: Additional framing ensures sufficient clearance of accessibility within restroom.

Requested by: Hill Partnership, Inc.

CO Type: Design Errors

Change Amount: \$ 2,865.00

Time Extension: 0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER **\$2,865.00**

TOTAL ADDITIONAL WORKING DAYS **Days: 0**

CONTRACT SUMMARY:

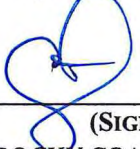
Original Contract Amount	\$	7,187,571.00
Net change by previous Change Order	\$	223,943.00
Net sum prior to this Change Order	\$	7,411,514.00
Amount of Change Order No. 7	\$	2,865.00
New Contract Sum	\$	7,414,379.00

Percentage of Change to Contract 3.2%

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

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

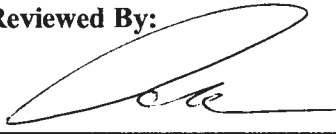
Requested By:


10.17.16
(SIGNATURE & DATE)
ROCKY COAST BUILDERS, INC.
COREY ARNOLD
135 South Market Place
Escondido, CA 92029

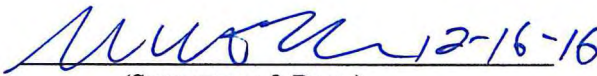
Approved By:

(SIGNATURE & DATE)
CERRITOS COLLEGE
NOORALI DELAWALLA
ACTING VP BUSINESS SERVICES

Reviewed By:


11/7/2016
(SIGNATURE & DATE)
CERRITOS COLLEGE
DAVID C. MOORE,
DIRECTOR OF THE PHYSICAL PLANT

Reviewed By:


12-16-16
(SIGNATURE & DATE)
CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

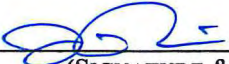
Reviewed By:


10.26.16
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:


10/26/16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:


11/5/16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER



Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 7

TO

MASTER INSPECTOR SERVICES AGREEMENT

CONTRACT NO. 13P035

BETWEEN

CERRITOS COMMUNITY COLLEGE DISTRICT

AND

THE VINEWOOD COMPANY, LLC

DATED

JANUARY 28, 2015

WHEREAS, this PROJECT ASSIGNMENT AGREEMENT is made and entered into as of **September 22, 2016** by and between the **Cerritos Community College District** ("DISTRICT") and **The Vinewood Company, LLC** ("INSPECTOR"); and

WHEREAS, this PROJECT ASSIGNMENT AGREEMENT shall be considered attached to and incorporated in that certain document dated **January 28, 2015** entitled "Master Inspector Services Agreement", **Contract No. 13P035** ("AGREEMENT") as the PARTIES desire to identify a PROJECT that will be completed pursuant to the terms of the AGREEMENT; and

WHEREAS, this PROJECT ASSIGNMENT AGREEMENT arises out of the DISTRICT's desire to obtain the necessary inspection services for the completion of the **Central Plant Expansion** project which shall hereinafter be considered a formal "PROJECT" subject to the terms and conditions of the AGREEMENT; and

WHEREAS, this PROJECT ASSIGNMENT AGREEMENT is being executed between the PARTIES pursuant to Section (A) of the AGREEMENT; and

WHEREAS, the initial Recitals of the AGREEMENT require that each portion of the PROJECT be identified and made a part of the AGREEMENT through a written PROJECT ASSIGNMENT AGREEMENT executed by both PARTIES, which identifies the name of the improvement, location, scope of work, basis of compensation, and any additional Basic Services that will be performed by the INSPECTOR in accordance with the AGREEMENT.

NOW, THEREFORE, the PARTIES hereto agree that the aforementioned improvement shall be completed pursuant to the terms and conditions of the AGREEMENT and as otherwise set forth herein below:

1. Project Description.

A. INSPECTOR shall provide inspection services for the following PROJECT:

- 1) Central Plant Expansion

2. Basic Services.

A. The INSPECTOR shall provide all the basic services set forth in the AGREEMENT in connection with this PROJECT ASSIGNMENT AGREEMENT, with the exception of the following services which are not needed for the completion of this PROJECT, as determined by the INSPECTOR in its professional opinion and approved by the DISTRICT:

- 1) Division of State Architect Inspection

3. Additional Basic Services, Consultants and Deliverables. Services, consultants, and/or other deliverables that are not set forth in the AGREEMENT but which are required for the completion of this PROJECT shall be described in ATTACHMENT "1" which is attached hereto this PROJECT ASSIGNMENT AGREEMENT and incorporated herein by this reference.

4. Inspector Compensation.

A. **Inspector Fee for Basic Services.** For performing the Basic Services detailed in the AGREEMENT and this PROJECT ASSIGNMENT AGREEMENT for the completion of the PROJECT, the DISTRICT agrees to pay INSPECTOR in accordance with the rate and price schedule information set forth in EXHIBIT "A" to the AGREEMENT unless an alternative fee for Basic Services is agreed upon between the PARTIES and attached hereto this PROJECT ASSIGNMENT AGREEMENT as ATTACHMENT "1".

B. In no event shall the total payment to INSPECTOR under this PROJECT ASSIGNMENT AGREEMENT exceed the Estimated Project Inspection Cost ("INSPECTION COST") of **One Hundred One Thousand Six Hundred Fifty-Two and 00/100 (\$101,652.00)**, for all services performed and expenses, inclusive of all extra service expenses, incurred pursuant to this PROJECT ASSIGNMENT AGREEMENT.

5. Approval Required. This PROJECT ASSIGNMENT AGREEMENT is not a valid or enforceable obligation against the DISTRICT until approved or ratified by motion of the Governing Board of the District duly passed and adopted.

The PARTIES, through their authorized representatives, have executed this PROJECT ASSIGNMENT AGREEMENT as of the day and year first written above.

Dated: _____, 20____

Dated: _____, 20____

Cerritos Community College District

The Vinewood Company, LLC

By: _____

By: _____

Print Name: Noorali Delawalla

Print Name: Howard Mason

Print Title: Acting VP of Business Services

Print Title: Principal In Charge

Information regarding Inspector:

License No.: 260373328 :

Address: 1854 Vinewood Street

Employer Identification and/or
Social Security Number

La Verne, CA 91750

Telephone: 909-596-1045

Facsimile:

E-Mail: hmtvc@verizon.net

Type of Business Entity:

☐ Individual

☐ Sole Proprietorship

☐ Partnership

☐ Limited Partnership

☐ Corporation, State: _____

☒ Limited Liability Company

☐ Other: _____

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

ATTACHMENT “2”

1. Consultant’s Proposal is **not** made part of this PAA and has been included **for reference only**.
 - a. Reference attached proposal from John Beckton, Team Leader Field Operations, The Vinewood Company to Peter Stavros, Project Engineer, Tilden-Coil Constructors, Inc., Cerritos Community College District dated May 26, 2016 regarding Certified DSA Inspection Services Proposed Central Plant Expansion Project (3 pages), attached hereto by this reference as “ATTACHMENT 2”.
2. Task 1
 - a. Provide inspection services as requested by the District, excluding any and all special inspections that are required.
 - b. Provide reports for all inspections including copies of all reports to Cerritos Community College, Architect in responsible charge and the Construction Management Team.
3. Includes Prevailing Wages as required by law for all field labor/work.
4. Cost of Professional Services
 - a. Services \$ 101,652.00
5. Schedule
 - a. October 2016 – January 2018
6. Specific to this PROJECT ASSIGNMENT AGREEMENT the rate and price schedule information set forth in EXHIBIT “A” to the AGREEMENT for Basic Services is modified and agreed upon as follows:

<u>INSPECTOR CERTIFICATION</u>	<u>ORIGINAL HOURLY RATE(S) PER AGREEMENT</u>	<u>MODIFICATION</u>	<u>CURRENT HOURLY RATE(S)</u>	<u>NOTES</u>
Project Inspector Class 3	\$62.50	\$2.00	\$64.50	Prevailing wage increase (July 2015).

7. At the time a given PROJECT is identified and entered into by way of a PROJECT ASSIGNMENT AGREEMENT, the prevailing wage determinations at the time of execution of a PROJECT ASSIGNMENT AGREEMENT shall apply for the duration of the given PROJECT. As such, the DISTRICT shall not be subject to any future prevailing wage determination increases for the given Project Assignment Agreement. Effectively, the current applicable prevailing wage determinations and/or agreed hourly rates noted above are “locked in” for the duration of this PROJECT ASSIGNMENT AGREEMENT.

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 06

Contract # 13P032-04

To: Rocky Coast Builders, Inc.
135 South Market Place
Escondido, CA 92029
Phone: 760-489-7770
Fax: 760-489-7771

Date: September 30, 2016

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 6.01

Building: Fine Arts
Description: Remove and re-install steel embeds located along the east concrete shearwall of the Film building.
Reason: Upon review, it was determined by the Division of State Architect (DSA) that the structural support of the proposed mechanical and plumbing utilities feeding the Film building was required to be revised in elevation. As a result, the steel embeds were removed and relocated to the correct location prior to the concrete pour of the wall.
Benefit: Relocation of steel embeds to the correct elevation allows acceptance of the structural support by DSA.
Requested by: Division of State Architect (DSA)
CO Type: Agency Driven

Change Amount: \$ 2,525.00

Time Extension: 0 Work days

Item 6.02

Building: Fine Arts
Description: Revise the thickness of the concrete housekeeping pad supporting the electrical secondary substation, located west of the Fine Arts building.
Reason: Upon review, it was determined that the thickness of the concrete pad was required to be increased from 4" to 12", to provide sufficient support of the proposed electrical equipment.
Benefit: Increase of concrete ensures sufficient structural support of equipment.
Requested by: Hill Partnership, Inc.
CO Type: Design Errors

Change Amount: \$ 3,272.00

Time Extension: 0 Work days

Item 6.03

Building: Fine Arts
Description: Add additional concrete topper slabs for each custodial closet (total of 2) located in the Fine Arts building.
Reason: Upon review, it was determined that additional concrete was required to achieve the required thickness of sealed concrete floor finish for each room.
Benefit: Ensures that proposed floor thickness is achieved.
Requested by: Hill Partnership, Inc.
CO Type: Design Errors

Change Amount: \$ 3,466.00

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER \$9,663.00
TOTAL ADDITIONAL WORKING DAYS **Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	\$	7,187,571.00
Net change by previous Change Order	\$	214,280.00
Net sum prior to this Change Order	\$	7,401,851.00
Amount of Change Order No. 6	\$	9,663.00
New Contract Sum	\$	7,411,514.00
Percentage of Change to Contract		3.1%

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

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

Requested By:

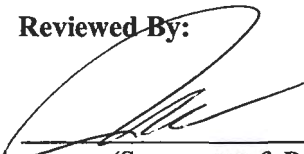
 10.17.16

(SIGNATURE & DATE)
ROCKY COAST BUILDERS, INC.
COREY ARNOLD
135 South Market Place
Escondido, CA 92029

Approved By:

(SIGNATURE & DATE)
CERRITOS COLLEGE
NOORALI DELAWALLA
ACTING VP BUSINESS SERVICES

Reviewed By:

 11/7/2016

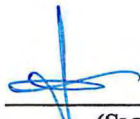
(SIGNATURE & DATE)
CERRITOS COLLEGE
DAVID C. MOORE,
DIRECTOR OF THE PHYSICAL PLANT

Reviewed By:

 12-16-16

(SIGNATURE & DATE)
CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:

 10.26.16

(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

 10/26/16

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

Reviewed By:

 11/5/16

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



MASTER INSPECTOR SERVICES AGREEMENT

This MASTER INSPECTOR SERVICES AGREEMENT is made and entered into this **28th** day of **January** in the year **2015**, between **CERRITOS COMMUNITY COLLEGE DISTRICT** ("DISTRICT"), and **The Vinewood Company, LLC** ("INSPECTOR"). The DISTRICT and the INSPECTOR are sometimes referred to herein as a "PARTY" and collectively as the "PARTIES". The INSPECTOR and the DISTRICT do hereby contract and agree as follows:

(A) The INSPECTOR shall at all times be qualified and approved by the Division of the State Architect ("DSA"), Department of General Services, State of California, and shall at all times maintain proper qualifications, to perform the duties of and act as General Building Inspector on school building construction projects and modification of the type for which he/she agrees to perform inspection services. INSPECTOR and any other inspector(s) performing any portion of the work pursuant to this AGREEMENT must comply with the Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with the California Department of Industrial Relations ("DIR") and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of any public works project pursuant to this AGREEMENT or any future PROJECT ASSIGNMENT AGREEMENT. If applicable, INSPECTOR and any other inspector(s) performing any portion of the work shall furnish certified payroll records as required pursuant Labor Code section 1776 directly to the Labor Commissioner in accordance with Labor Code section 1771.4 on at least on a monthly basis (or more frequently if required by the District or the Labor Commissioner) and in a format prescribed by the Labor Commissioner. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

(B) Services to be Provided by the INSPECTOR. The DISTRICT requires inspection services for various projects located within the DISTRICT. These projects will hereinafter be referred to as the "PROJECT," and shall be performed during the term of this AGREEMENT. The PARTIES agree that each PROJECT will be identified and requested through an individual "PROJECT ASSIGNMENT AGREEMENT," which will supplement this AGREEMENT and which will particularize and more fully describe other individual tasks and/or projects to be performed pursuant to the terms of this AGREEMENT; provided that, the INSPECTOR (and its services) shall, in each instance in which the INSPECTOR is assigned a task or project under any such "PROJECT ASSIGNMENT AGREEMENT(S)", continue to be governed by the terms of this AGREEMENT in addition to the specific additional tasks and requirements set forth in the subsequent "PROJECT ASSIGNMENT AGREEMENT(S)." The INSPECTOR shall perform all services required by this AGREEMENT and any corresponding PROJECT ASSIGNMENT AGREEMENT(S) in accordance with the following terms and conditions:

(1) The PARTIES agree that the written PROJECT ASSIGNMENT AGREEMENT(S) shall reference this Master Inspector Services Agreement as well as identify

the specific portion of the PROJECT that is being incorporated into this AGREEMENT by referencing the name of the improvement, location, scope of work, and basis of compensation.

(2) INSPECTOR shall provide to the DISTRICT, on the terms herein set forth, all of the inspection services necessary to complete each PROJECT and any other tasks/projects assigned to the INSPECTOR as further described in the various PROJECT ASSIGNMENT AGREEMENT(S) to this AGREEMENT.

(3) The PARTIES agree that the terms of this AGREEMENT shall be controlling in the event of a conflict or inconsistency between the terms of any PROJECT ASSIGNMENT AGREEMENT(S) with the terms set forth in this AGREEMENT unless otherwise set forth in this AGREEMENT.

(4) The INSPECTOR understands and agrees that the execution of this Master Services Agreement by the PARTIES does not require the DISTRICT to award any specific projects, tasks, or work to the INSPECTOR.

(5) This AGREEMENT shall commence on **February 1, 2015** and shall terminate on **June 20, 2017**, with the option of two one-year renewal terms as mutually agreed to by both Parties, pursuant to Education Code Section 81644 ("Term of Agreement").

(C) The INSPECTOR agrees to discharge the duties of an inspector as specified in California Education Code Sections 81141 and 81143 and Sections 4-333 and 4-342 of Title 24 of the California Code of Regulations. These duties include, but are not limited to, the following:

- (1) **General.** The INSPECTOR shall act under the direction of the architect and registered engineer. The Inspector shall attend all planning, pre-construction conferences, project meetings, and/or meetings as required by the DISTRICT.
- (2) **Duties.** The general duties of the INSPECTOR in fulfilling his/her responsibilities are as follows:
 - (a) **Continuous Inspection Requirement.** The INSPECTOR must have actual personal knowledge, which is obtained by his or her personal and continuous inspection of the work of construction in all stages of its progress, as set forth in California Education Code Section 81141, that the requirements of the approved plans and specifications are being completely executed.

Continuous inspection means complete inspection of every part of the work. Work, such as concrete work or brick work which can be inspected only as it is placed, shall require the constant presence of the INSPECTOR. Other types of work which can be completely inspected after the work is installed may be carried on while the INSPECTOR is not present. In any case, the INSPECTOR must personally inspect every part of the work. In no case shall the INSPECTOR have

or assume any duties which will prevent him/her from providing continuous inspection.

- (b) Relations with Architect and Engineer. The INSPECTOR shall work under the general direction of the architect or registered engineer. All inconsistencies or seeming errors in the plans and specifications shall be reported promptly to the architect or registered engineer for his interpretation and instructions. In no case, however, shall the instruction of the architect or registered engineer be construed to cause work to be done which is not in conformity with approved plans, specifications, and change orders. Interpretations received by the INSPECTOR which cause deviations from the approved drawings and specifications shall be referred to the responsible architect for preparation of change orders to cover the required work.

(c) Job File.

(i) The INSPECTOR shall keep a Job File on the PROJECT jobsite at all times in an organized manner (along with a back-up of the files on some other media such as a hard drive or back-up electronic file service). The INSPECTOR's Job File shall be readily accessible to the DSA, the DISTRICT, Project Architect/Engineer upon site visits and upon request. The INSPECTOR's Job File shall include all documents required to be maintained on a school construction site in accordance with Title 24 including, but not limited to, the following:

- (A) Form DSA 152 – Project Inspection Card(s)
- (B) DSA approved plans and specifications;
- (C) DSA approved Form DSA 103 – Statement of Structural Tests and Special Inspections
- (D) Deferred submittals as required by the DSA approved plans;
- (E) DSA approved addenda and revisions;
- (F) DSA approved Construction Change Documents;
- (G) Contractor submittals (construction schedule, shop drawings, material certificates, products labels, concrete trip tickets, etc.) as required by the DSA approved Construction Documents;
- (H) Communication log; all communications and project related meeting minutes/notes;
- (I) Deviation Notices (Form DSA 154), as delivered to the DSA, Project Architect/Engineer and Contractor with log listing all notices with resolution status;
- (J) Notices of Deviations/Resolution of Deviations (Form DSA 154);
- (K) Inspector Daily Reports;
- (L) Laboratory tests and inspection reports (Form DSA 291);
- (M) Special inspection reports (Form DSA 292);
- (N) Geotechnical reports (Form DSA 293);
- (O) Records of concrete placing operations;
- (P) Records of welding operations;

- (Q) Records of pile driving operations;
- (R) Verified reports from all parties required to file verified reports;
- (S) Completed semi-monthly reports;
- (T) DSA Field Trip Notes;
- (U) Project Inspector Notifications (Form DSA 151);
- (V) Contractor Notification to Project Inspector Commencement/Completion of Work (Form DSA 156);
- (W) Certificate of Compliance – Approved Bleacher/Grandstand Fabricator (Form DSA 130);
- (X) Applicable codes and referenced standards;
- (Y) Any other documents required to provide a complete record of construction.

The INSPECTOR shall notify the DISTRICT immediately when the Architect, Engineer, Contractor, Laboratory of Record, Special Inspector, or any other party involved in the construction of the PROJECT, has failed to timely prepare and submit any of the above documents to the DSA and/or the INSPECTOR as required by Title 24 and PR 13-01.

(ii) The INSPECTOR shall provide the DISTRICT with a copy of the entire Job File with the exception of the building codes and standards at the completion of the PROJECT.

(iii) Notwithstanding any other requirements in this AGREEMENT or Title 24, the INSPECTOR shall verify that copies of the following documents are in the INSPECTOR's Job File and have been submitted to the DSA by the responsible parties:

- (A) All completed Form DSA 152 documents required for the completion of the PROJECT;
- (B) All completed Form DSA 6PI documents including interim and final verified reports;
- (C) All completed Form DSA 6AE documents including interim and final verified reports;
- (D) The completed Form DSA 6C documents from each contractor having a contract with the SCHOOL;
- (E) All completed Form DSA 292 documents including interim and final reports prepared by the Special Inspectors;
- (F) All completed Form DSA 291 documents including interim and final reports prepared by the Engineering Manager of the Laboratory of Record;
- (G) All completed Form DSA 293 documents including interim and final reports prepared by the Geotechnical Engineer;
- (H) The completed Form DSA 130 Certificate of Compliance for Bleachers and Grandstand Fabricator as applicable.

The INSPECTOR shall notify the DISTRICT, in writing, if any of the above forms are not promptly submitted to the INSPECTOR and the DSA by the

responsible parties. If necessary, the INSPECTOR shall assist the DISTRICT in obtaining the above documents from the responsible parties for delivery to the DSA. The INSPECTOR shall submit all documents prepared by the INSPECTOR to the DSA without delay.

(iv) All original, completed and up to date Form DSA 152 documents and Form DSA 6PI documents shall be submitted to the DSA or the assuming DSA Project Inspector, as applicable, upon any of the following events:

- (A) The services of the INSPECTOR are terminated for any reason prior to the completion of the PROJECT;
- (B) The PROJECT is substantially complete in accordance with DSA requirements;
- (C) The work on the PROJECT is suspended for a period of more than one (1) year; or
- (D) Upon the request of the DSA.

Copies of all original, completed and up to date Form DSA 152 documents and Form DSA 6PI documents shall also be provided to the DISTRICT upon any of the above events.

(v) The INSPECTOR shall immediately return any unapproved documents to the Architect for proper action and notify the DSA if the Contractor proceeds with construction activities in accordance with such unapproved documents.

(vi) All documents required to be submitted to the DSA by the INSPECTOR in accordance with Title 24, PR 13-01 and this AGREEMENT shall also be submitted electronically in accordance with the DSA's approved procedures for the submittal of such documents.

(d) Project Inspection Cards.

(i) The INSPECTOR shall obtain the Project Inspection Cards ("PIC") (Form DSA 152) necessary for the inspection of the PROJECT from the Project Architect/Engineer for the INSPECTOR's use in approving and signing off work as it is completed on the PROJECT. The Inspector shall notify the DSA Regional Office with the construction oversight authority over the PROJECT, by phone and electronically, if construction commences without the INSPECTOR having received the PIC's necessary for the inspection and completion of the PROJECT.

(ii) The INSPECTOR shall complete each PIC as the work progresses pursuant to Title 24, the DSA 152 Manual, PR 13-01 and this AGREEMENT. The INSPECTOR shall not approve and sign off a block or section on a PIC unless the INSPECTOR has verified that: (1) the identified work is in compliance with the DSA approved Construction Documents; (2) all required testing and

special inspections have been completed; (3) any and all deviations from the DSA approved Construction Documents have been resolved; (4) all DSA field trip note issues have been resolved; and (5) all required documentation has been received by the INSPECTOR.

(iii) The INSPECTOR shall post all PIC's in the INSPECTOR's Project File and shall electronically post the PIC's with the DSA as work is being completed on the PROJECT. Electronic posting of the PIC's shall be performed by emailing the PIC's to the DSA Regional Office with the construction oversight authority over the PROJECT. The INSPECTOR shall consistently update the PIC's as work on the PROJECT is being completed. Each time the INSPECTOR updates the PIC's in the INSPECTOR's Project File, the INSPECTOR shall simultaneously update the corresponding PIC posted electronically with the DSA to ensure the PIC's in the INSPECTOR's Project File are current and consistent with the PIC's that are posted electronically with the DSA. The INSPECTOR shall allow any party involved in the construction of the PROJECT to review any PIC at the INSPECTOR's office upon request. The INSPECTOR shall provide a current copy of any PIC to the DSA, the DISTRICT, Project Architect/Engineer or any other state agency upon request.

(iv) The INSPECTOR shall collect copies of the Interim Verified Reports prepared by the Project Architect/Engineer (Form DSA 6-AE) prior to the INSPECTOR's approval and sign off of the following sections of the PIC's as applicable:

- (A) Initial Site Work;
- (B) Foundation;
- (C) Vertical Framing;
- (D) Horizontal Framing;
- (E) Appurtenances;
- (F) Non-Building Site Structures;
- (G) Finish Site Work;
- (H) Other Work; or
- (I) Final.

If the Project Architect/Engineer has delegated responsibility for any portion of the PROJECT's design to other engineers, the INSPECTOR shall likewise obtain copies of the Interim Verified Reports prepared by such engineers (Form DSA 6-AE) prior to the INSPECTOR's approval and sign off of the above sections of the PIC's as they relate to the portions of the PROJECT that were delegated to the other engineers. In the case of a Geotechnical engineer, the INSPECTOR shall collect a copy of the Interim Verified Report (Form DSA 293) prepared by such Geotechnical engineer as applicable before the INSPECTOR can approve and sign off any of the above sections that relate to the portions of the PROJECT that were delegated to the Geotechnical engineer.

(v) The INSPECTOR shall collect a copy of the necessary Interim Verified Reports (Form DSA 291) prepared by the Laboratory of Record prior to the INSPECTOR approving and signing off any sections of the PIC's which require testing or special inspections by the employees of the Laboratory of Record as required by the DSA approved Construction Documents including, but not limited to, the following sections:

- (A) Initial Site Work;
- (B) Foundation;
- (C) Vertical Framing;
- (D) Horizontal Framing;
- (E) Appurtenances;
- (F) Non-Building Site Structures;
- (G) Finish Site Work;
- (H) Other Work; or
- (I) Final.

(vi) The INSPECTOR shall collect a copy of the necessary Interim Verified Reports (Form DSA 292) prepared by any Special Inspector not employed by the Laboratory of Record prior to the INSPECTOR approving and signing off any sections of the PIC's which require special inspections by such Special Inspectors as required by the DSA approved Construction Documents including, but not limited to, the following sections:

- (A) Initial Site Work;
- (B) Foundation;
- (C) Vertical Framing;
- (D) Horizontal Framing;
- (E) Appurtenances;
- (F) Non-Building Site Structures;
- (G) Finish Site Work;
- (H) Other Work; or
- (I) Final.

(vii) The INSPECTOR shall obtain the original PIC's for the in-plant construction of any relocatable building being placed on the PROJECT site as part of the PROJECT at the time such relocatable building is delivered to the PROJECT site. The INSPECTOR shall post such PIC's in the INSPECTOR's Project File and with the DSA. The INSPECTOR shall also provide the DISTRICT and the Project Architect/Engineer with copies of the PIC's from the in-plant construction of the relocatable buildings that were prepared by the in-plant project inspector.

(viii) The INSPECTOR shall immediately notify the DSA Regional Office with construction oversight authority over the PROJECT, by phone and electronically, if applicable blocks/sections of any PIC have not been signed off by the

INSPECTOR and the Contractor on the PROJECT is proceeding with construction activities that are covering the unapproved work.

(e) Testing and Special Inspections.

(i) The INSPECTOR shall obtain a copy of the DSA approved Statement of Structural Tests and Special Inspections (Form DSA 103) from the Project Architect/Engineer prior to the commencement of construction and maintain a copy of the approved DSA 103 form in the INSPECTOR's Project File for the duration of the PROJECT. The INSPECTOR shall thoroughly review and evaluate the approved Form DSA 103 for the PROJECT and be familiar with the required testing and special inspections program required by the DSA approved Construction Documents.

(ii) The INSPECTOR shall meet with the Project Architect/Engineer, DISTRICT and Contractor as needed throughout the completion of the PROJECT to verify, acknowledge and coordinate the testing and special inspection program required by the DSA approved Construction Documents.

(iii) The INSPECTOR shall meet with the Laboratory of Record and all Special Inspectors that are not employed by the Laboratory of Record to verify, acknowledge and coordinate the testing and special inspection program required by the DSA approved Construction Documents. The INSPECTOR shall verify that the Laboratory of Record and all Special Inspectors obtain copies of the DSA approved Construction Documents and a copy of the approved Statement of Structural Tests and Special Inspections (Form DSA 103) from the DISTRICT prior to the commencement of construction on the PROJECT.

(iv) The INSPECTOR shall verify that each laboratory providing materials/structural testing is approved by the DSA to provide the services being performed by such laboratory in connection with the completion of the PROJECT. The INSPECTOR shall verify that all Special Inspectors employed by the Laboratory of Record are performing under the supervision of the Engineering Manager of the Laboratory of Record. The INSPECTOR shall verify the current certification of all Special Inspectors working on the PROJECT who are not employed by the Laboratory of Record prior to the commencement of any construction work that requires special inspection as required by the DSA approved Construction Documents.

(v) INSPECTOR shall monitor the work of the Laboratory of Record and all Special Inspectors who are not employed by the Laboratory of Record to ensure that all testing and special inspections required for the completion of the PROJECT are performed timely and satisfactorily. The INSPECTOR shall verify that all necessary tests and special inspections are completed and that all necessary reports are collected by the INSPECTOR and posted in the INSPECTOR's Project File and posted electronically with the DSA prior to the

start of the construction work requiring such test and/or special inspections and prior to the INSPECTOR signing off or otherwise approving any block/section of a PIC that requires testing and/or special inspection according to the DSA approved Construction Documents.

(vi) Copies of all daily inspection reports, special daily inspection reports, Interim Verified Reports, Verified Reports and any other reports related to the testing and special inspections performed on the PROJECT, pursuant to the DSA approved Construction Documents, shall be maintained in the INSPECTOR's Project File throughout the duration of the PROJECT. The INSPECTOR shall verify that all testing and special inspection related reports are posted electronically with the DSA by the responsible parties. The INSPECTOR shall notify the DISTRICT, in writing, if any of the above reports are not promptly submitted to the INSPECTOR and posted with the DSA by the responsible parties.

(f) Inspector's Semimonthly Reports. The INSPECTOR shall keep the architect or registered engineer thoroughly informed as to the progress of the work by making semimonthly reports in writing as required in Section 4-342 of Title 24 of the California Code of Regulations. See also sample of semimonthly report in Appendix of Title 24 of the California Code of Regulations.

(g) Inspector's Daily Report to District. The INSPECTOR shall keep the DISTRICT thoroughly informed as to the progress of the work by submitting daily reports in writing to the DISTRICT. Such reports shall include, but not be limited to, the following information:

(i) Activities performed by the Contractors, and areas where work is performed with relation to the plans and specifications.

(ii) Manpower assigned to the Contractor and subcontractor(s), including the number of individuals in each trade and the type of work being performed.

(iii) Weather conditions.

(iv) Equipment and materials delivered to the site.

(v) Construction equipment and vehicles utilized and duration on PROJECT.

(vi) Nature and location of the work being performed (starting and completion dates for various portions of the work).

(vii) Verbal communication and clarifications of the work given to the Contractor awarded the PROJECT.

(viii) Inspection by representatives of regulatory agencies.

- (ix) Occurrences or conditions that might affect Contract Sum or Contract Time.
 - (x) INSPECTOR's record journal to include "Pertinent Calls" relating to conflicting issues regarding changes to documents, i.e., plans, specifications, change orders and job conditions affecting the interests of the DISTRICT.
 - (xi) Any work or material in place that does not correspond with the codes, drawings or specifications, as well as resulting action taken. List any other problems or abnormal occurrences that arise during each day, including notations of any particular lack of activity on the part of the Contractor. Note corrective actions taken.
 - (xiii) Times of day INSPECTOR was present on site.
- (h) Notifications to Division of the State Architect. The INSPECTOR shall notify the Division of the State Architect:
- (i) When work is started on the PROJECT.
 - (ii) At least 48 hours in advance of the time when foundation trenches will be complete,
ready for footing forms.
 - (iii) At least 48 hours in advance of the first pour of concrete.
 - (iv) When work is suspended for a period of more than two weeks.
- (i) Construction Procedure Records. The INSPECTOR shall keep a record of certain phases of construction procedure including, but not limited to, the following:
- (i) Concrete pouring operations. The record shall show the time and date of placing concrete and the time and date of removal of forms in each portion of the structure.
 - (ii) Welding operations. The record shall include identification marks of welders, lists of defective welds, manner of correction of defects, etc.
 - (iii) Penetration under the last ten (10) blows for each pile when piles are driven for foundations.

All records of construction procedure shall be kept on the job until the completion of the work. All records kept by the INSPECTOR arising out of or in any way connected with the PROJECT shall be and remain the property of the DISTRICT. At the end of each individual PROJECT, the INSPECTOR shall provide to the

DISTRICT with all PROJECT documentation in a professional format, both in binders and on a computer CD.

A complete and accurate copy of all records kept or created by the INSPECTOR arising under or connected in any way to the PROJECT shall be furnished by the INSPECTOR to the DISTRICT immediately upon written demand by the DISTRICT.

- (j) Deviations. The INSPECTOR shall notify the contractor, in writing, of any deviations from the approved plans and specifications which are not immediately corrected by the contractor when brought to his/her attention. Copies of such notice shall be forwarded immediately to the architect or registered engineer, and to the Division of the State Architect.

Failure on the part of the INSPECTOR to notify the contractor of deviations from the approved plans and specifications shall in no way relieve the contractor of any responsibility to complete the work covered by his/her contract in accordance with the approved plans and specifications and all laws and regulations.

- (k) Verified Reports. The INSPECTOR shall make and submit to the Division of the State Architect verified reports pursuant to Section 3-342 of Title 24 of the California Code of Regulations. The INSPECTOR shall prepare and deliver to the Division of the State Architect detailed statements of fact regarding materials, operations, etc., when requested.

- (l) Violations. Failure, refusal, or neglect on the part of the INSPECTOR to notify the contractor of any work which does not comply with the requirements of the approved plans and specifications, or failure, refusal, or neglect to report immediately, in writing, any such violation to the architect or registered engineer, to the school board, and to the Division of the State Architect shall constitute a violation of the Field Act and shall be cause for the Division of the State Architect to take action.

(D) Insurance. The INSPECTOR shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to DISTRICT which will protect the INSPECTOR and DISTRICT from claims which may arise out of or result from the INSPECTOR's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

- (1) Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, in no event shall such policy limit be less than \$1,000,000.00.

(2) Comprehensive general liability insurance with limits of not less than TWO MILLION DOLLARS (\$2,000,000.00) and automobile liability insurance with limits not less than ONE MILLION DOLLARS (\$1,000,000.00) for bodily injury and property damage liability per occurrence, including:

- a. Owned, non-owned and hired vehicles at cash value;
- b. Blanket contractual;
- c. Broad form property damage;
- d. Products/completed operations; and
- e. Personal injury.

(3) Professional liability insurance, including contractual liability, with limits of One Million Dollars (\$1,000,000), per occurrence. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that INSPECTOR subcontracts any portion of INSPECTOR's duties, INSPECTOR shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subparagraph. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.

(4) Each policy of insurance required in Section D(2) above shall name DISTRICT and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of the INSPECTOR hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. The INSPECTOR shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, the INSPECTOR shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event the INSPECTOR fails to secure or maintain any policy of insurance required hereby, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of the INSPECTOR, and in such event, the INSPECTOR shall reimburse DISTRICT upon demand for the cost thereof.

(E) Compensation. The DISTRICT shall pay compensation to the INSPECTOR in accordance with the rate and price schedule information set forth in EXHIBIT "A" to this AGREEMENT unless otherwise set forth in a PROJECT ASSIGNMENT AGREEMENT for a particular portion of the PROJECT.

(F) The INSPECTOR agrees to discharge the duties as set out in this contract in a manner satisfactory to the Division of the State Architect and the Architect retained by the DISTRICT.

(G) Termination. This AGREEMENT or any individual PROJECT ASSIGNMENT AGREEMENT may be terminated by either party upon fourteen (14) days written notice to the

other party in the event of a substantial failure of performance by such other party, including insolvency of the INSPECTOR; or if the DISTRICT should decide to abandon or indefinitely postpone the PROJECT or any individual portion thereof.

- (1) In the event of a termination based upon abandonment or postponement by DISTRICT, the DISTRICT shall pay INSPECTOR for all services performed and all expenses incurred under this AGREEMENT or any individual PROJECT ASSIGNMENT AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement plus any sums due the INSPECTOR for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT or any individual PROJECT ASSIGNMENT AGREEMENT, as applicable, consideration shall be given to both completed work and work in process of completion and other documents whether delivered to the DISTRICT or in the possession of the INSPECTOR. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased inspection and replacement inspector costs shall be deducted from payments to the INSPECTOR.
- (2) In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Paragraph (G)(3) below, and INSPECTOR shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by INSPECTOR.
- (3) This AGREEMENT or any PROJECT ASSIGNMENT AGREEMENT, may be terminated without cause by DISTRICT upon fourteen (14) days written notice to INSPECTOR. In the event of a termination without cause, the DISTRICT shall pay INSPECTOR for all services performed and all expenses incurred under this AGREEMENT or any individual PROJECT ASSIGNMENT AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due the INSPECTOR for Board approved extra services.
- (4) In the event the INSPECTOR is terminated, with or without cause, the INSPECTOR shall personally provide all the original PIC's prepared or obtained by the INSPECTOR in connection with the PROJECT to the assuming DSA inspector or the DSA as directed by the DISTRICT. All original PIC's must be provided to the DSA assuming inspector or the DSA, as applicable, within 48 hours of the effective date of the INSPECTOR's termination. Under no circumstances shall the INSPECTOR withhold any original PIC's related to the PROJECT upon the INSPECTOR's termination. The INSPECTOR shall be responsible for any delays on the PROJECT that arise out of the INSPECTOR's failure to provide the original PIC's to the assuming DSA inspector or the DSA as directed by the DISTRICT in accordance with this section. Upon the effective date of the INSPECTOR's termination, the

INSPECTOR shall provide copies of all current PIC's in the INSPECTOR's Project File to the DISTRICT along with all other documents detailed in Section (C)(2)(c) of this AGREEMENT or any individual PROJECT ASSIGNMENT AGREEMENT, as applicable.

- (5) In the event of a dispute between the parties as to performance of the work or the interpretation of this AGREEMENT or any individual PROJECT ASSIGNMENT AGREEMENT, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of this dispute, the INSPECTOR agrees to continue the work diligently to completion. If the dispute is not resolved, the INSPECTOR agrees it will neither rescind the AGREEMENT or any individual PROJECT ASSIGNMENT AGREEMENT, nor stop the progress of the work, but the INSPECTOR's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the PROJECT has been completed, and not before.

- (6) THE DISTRICT AND INSPECTOR UNDERSTAND AND AGREE THAT SECTION (G) OF THIS AGREEMENT SHALL GOVERN ALL TERMINATION RIGHTS AND PROCEDURES BETWEEN THE PARTIES. ANY TERMINATION PROVISION THAT IS ATTACHED TO THIS AGREEMENT AS PART OF ANY PROJECT ASSIGNMENT AGREEMENT BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.

(H) Hold Harmless. To the fullest extent permitted by law, the INSPECTOR agrees to indemnify, defend and hold the DISTRICT entirely harmless from all liability arising out of:

- (1) Workers' Compensation and Employers' Liability. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to the INSPECTOR's employees or the INSPECTOR's subcontractor's employees arising out of INSPECTOR's work under this AGREEMENT; and
- (2) General Liability. Liability for damages for (a) death or bodily injury to person; (b) injury to, loss or theft of property; (c) any failure or alleged failure to comply with any provision of law or (d) any other loss, damage or expense arising under either (a), (b), or (c) herein this paragraph, sustained by the INSPECTOR or any person, firm or corporation employed by the INSPECTOR related to, founded upon or in connection with this AGREEMENT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent consultants who are directly employed by the DISTRICT;
- (3) Professional Liability. Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of the INSPECTOR, or any person, firm or corporation employed by the INSPECTOR, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the DISTRICT, arising out of, or in any way connected with the PROJECT, including injury or damage either on or off DISTRICT property; but not

for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of the DISTRICT.

- (4) Business Automobile Liability. Liability for bodily injury or property damage claims arising out of the use of owned, hired, or non-owned automobiles operated by the INSPECTOR, its officers, agents, employees or anyone employed by the INSPECTOR, in connection with work performed under this AGREEMENT.
- (5) INSPECTOR, at INSPECTOR's own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees on account of or founded upon any of the causes, damages or injuries identified herein Section (H) and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.
- (6) THE PARTIES UNDERSTAND AND AGREE THAT SECTION (H) OF THIS AGREEMENT SHALL BE THE SOLE INDEMNITY, AS DEFINED BY CALIFORNIA CIVIL CODE § 2772, GOVERNING THIS AGREEMENT. ANY OTHER INDEMNITY THAT MAY BE ATTACHED TO THIS AGREEMENT OR PART OF ANY PROJECT ASSIGNMENT AGREEMENT OR OTHERWISE INCLUDED IN THE CONSULTANT'S TERMS AND CONDITIONS SHALL BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.
- (7) ANY ATTEMPT TO LIMIT THE INSPECTOR'S LIABILITY TO THE DISTRICT IN ANY SUBSEQUENTLY EXECUTED PROJECT ASSIGNMENT ORDER(S) SHALL BE VOID AND UNENFORCEABLE BETWEEN THE DISTRICT AND THE INSPECTOR.

(I) Independent Contractor. INSPECTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. The INSPECTOR understands and agrees that INSPECTOR and all of INSPECTOR's employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. The INSPECTOR assumes the full responsibility for the acts and/or omissions of the INSPECTOR's employees or agents as they relate to the services to be provided under this AGREEMENT. The INSPECTOR shall assume full responsibility for payment of all prevailing wages and all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective INSPECTOR's employees.

(J) Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or the INSPECTOR.

(K) The DISTRICT and the INSPECTOR, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this

AGREEMENT with respect to the terms of this AGREEMENT. The INSPECTOR shall not assign this AGREEMENT.

(L) This AGREEMENT shall be governed by the laws of the State of California.

(M) Each of the PARTIES have had the opportunity to, and have to the extent each deemed appropriate, obtained legal counsel concerning the content and meaning of this AGREEMENT. Each of the PARTIES agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate this AGREEMENT. This AGREEMENT represents the entire AGREEMENT between the DISTRICT and INSPECTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the INSPECTOR.

(N) THIS AGREEMENT AND ALL PROJECT ASSIGNMENT AGREEMENTS SHALL NOT INCLUDE OR INCORPORATE THE TERMS OF ANY GENERAL CONDITIONS, CONDITIONS, MASTER AGREEMENT OR ANY OTHER BOILERPLATE TERMS OR FORM DOCUMENTS PREPARED BY THE INSPECTOR. THE ATTACHMENT OF ANY SUCH DOCUMENT TO THIS AGREEMENT AS EXHIBIT "A" OR PART OF ANY SUBSEQUENTLY EXECUTED PROJECT ASSIGNMENT AGREEMENT SHALL NOT BE INTERPRETED OR CONSTRUED TO INCORPORATE SUCH TERMS INTO THIS AGREEMENT OR AND PROJECT ASSIGNMENT AGREEMENT UNLESS THE DISTRICT APPROVES OF SUCH INCORPORATION IN A SEPARATE WRITING SIGNED BY THE DISTRICT. ANY REFERENCE TO SUCH BOILERPLATE TERMS AND CONDITIONS IN THE PROPOSAL OR QUOTE SUBMITTED BY THE INSPECTOR SHALL BE NULL AND VOID AND HAVE NO EFFECT UPON THIS AGREEMENT OR ANY SUBSEQUENTLY EXECUTED PROJECT ASSIGNMENT AGREEMENTS. PROPOSALS, QUOTES, STATEMENT OF QUALIFICATIONS AND OTHER SIMILAR DOCUMENTS PREPARED BY THE INSPECTOR MAY BE INCORPORATED INTO THIS AGREEMENT AS EXHIBIT "A" OR A PROJECT ASSIGNMENT AGREEMENT AS ATTACHMENT 1 BUT SUCH INCORPORATION SHALL BE STRICTLY LIMITED TO THOSE PARTS DESCRIBING THE INSPECTOR'S SCOPE OF WORK, RATE AND PRICE SCHEDULE AND QUALIFICATIONS.

(O) Time is of the essence with respect to all provisions of this AGREEMENT.

(P) This AGREEMENT will be liberally construed to effectuate the intention of the PARTIES with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguities with respect to, any word, phrase or provision of this AGREEMENT, neither this AGREEMENT nor any uncertainty or ambiguity be construed or resolved against either PARTY (including the PARTY primarily responsible for drafting and preparation of this AGREEMENT), under any rule of construction or otherwise, it being expressly understood and agreed that the PARTIES have participated equally or have had equal opportunity to participate in the drafting hereof.

(Q) If either PARTY becomes involved in litigation arising out of this AGREEMENT or the performance thereof, each PARTY shall bear its own litigation costs and expenses, including reasonable attorney's fees.

(R) All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this AGREEMENT by this reference as though fully set forth in each instance in the text hereof unless otherwise excluded by this AGREEMENT.

(S) This AGREEMENT or any subsequently executed PURCHASE ASSIGNMENT AGREEMENT is not a valid or enforceable obligation against the DISTRICT until approved or ratified by motion of the Governing Board of the District duly passed and adopted.

(T) Assignment. INSPECTOR shall not assign or transfer this AGREEMENT or any interests of INSPECTOR herein without the prior written approval of the DISTRICT. Any such attempt by the INSPECTOR to assign or transfer this AGREEMENT or any of the INSPECTOR's interests set forth herein without the DISTRICT's written approval shall be void and shall be given no force or effect. No individual person assigned to provide the services hereunder for the PROJECT may be changed or substituted without the prior written consent of the DISTRICT. Such consent may be given or withheld in the DISTRICT's absolute discretion.

(U) Administration. The INSPECTOR shall produce, or shall hire the necessary independent contractors and/or consultants needed to produce, a clerically smooth product for the DISTRICT and for the INSPECTOR's routine correspondence with the DISTRICT. These clerical services shall be provided at no additional expense to the DISTRICT.

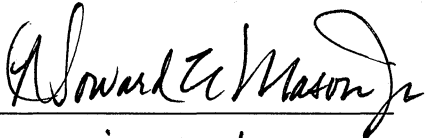
(V) Conflict of Interest. The INSPECTOR hereby represents, warrants and covenants that: (i) at the time of execution of this AGREEMENT, the INSPECTOR has no interest and shall not acquire any interest in the future, whether direct or indirect, which would conflict in any manner or degree with the performance of services under this AGREEMENT; and (ii) the INSPECTOR shall not employ in the performance of services under this AGREEMENT any person or entity having such an interest.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

The parties, through their authorized representatives, have executed this AGREEMENT as of the day and year first written above.

INSPECTOR:
The Vinewood Company

DISTRICT:
Cerritos Community College District

By: 
Managing Member
Principal In Charge

By: 

EXHIBIT "A"

(Fill in Applicable Rates Below or Attach Inspector's Proposal, if any, for Rates and/or Additional Basic Services)

<u>INSPECTOR CERTIFICATION</u>	<u>HOURLY</u>
PROJECT INSPECTOR CLASS 1	\$72.50
PROJECT INSPECTOR CLASS 2	\$67.50
PROJECT INSPECTOR CLASS 3	\$62.50

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 05

Contract # 13P032-04

To: Rocky Coast Builders, Inc.
135 South Market Place
Escondido, CA 92029
Phone: 760-489-7770
Fax: 760-489-7771

Date: July 6, 2016

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 5.01

Building: CIS/ Mathematics
Description: Provide post shoring/bracing to provide temporary structural support for all cast-in place concrete shearwalls (total of 16) located at the new CIS/Mathematics building.
Reason: Upon review during construction, it was determined that post shoring/bracing was required to provide temporary structural support at each concrete shearwall until the structural diaphragm of the building was completed.
Benefit: The temporary shoring provided sufficient structural support of each wall, as well as continued safety, during the course of construction.
Requested by: HPI Architecture
CO Type: Design Errors/Omissions

Change Amount: \$ 60,996.00

Time Extension: 0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER **\$60,996.00**
TOTAL ADDITIONAL WORKING DAYS **Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	\$	7,187,571.00
Net change by previous Change Order	\$	153,284.00
Net sum prior to this Change Order	\$	7,340,855.00
Amount of Change Order No. 5	\$	60,996.00
New Contract Sum	\$	7,401,851.00

Percentage of Change to Contract 3.0%

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

This Change Order is hereby executed on behalf of the Board of Trustees on
17th of August, 2016

Requested By:



7.11.16

(SIGNATURE & DATE)

ROCKY COAST BUILDERS, INC.
COREY ARNOLD
135 South Market Place
Escondido, CA 92029

Approved By:

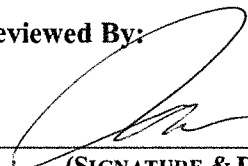


8/19/16

(SIGNATURE & DATE)

CERRITOS COLLEGE
NOORALI DELAWALLA
ACTING VP BUSINESS SERVICES

Reviewed By:



7/14/2016

(SIGNATURE & DATE)

CERRITOS COLLEGE
DAVID C. MOORE,
DIRECTOR OF THE PHYSICAL PLANT

Reviewed By:



7-31-16

(SIGNATURE & DATE)

CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:



07.12.16

(SIGNATURE & DATE)

HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:



7/12/16

(SIGNATURE & DATE)

TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:



07/12/16

(SIGNATURE & DATE)

TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 04

Contract # 13P032-04

To: Rocky Coast Builders, Inc.
135 South Market Place
Escondido, CA 92029
Phone: 760-489-7770
Fax: 760-489-7771

Date: July 6, 2016

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 4.01

Building: Fine Arts
Description: Provide post shoring/bracing to provide temporary structural support for all cast-in place concrete shearwalls (total of 23) located at the new Fine Arts and Film buildings.
Reason: Upon review during construction, it was determined that post shoring/bracing was required to provide temporary structural support at each concrete shearwall until the structural diaphragm of the building was completed.
Benefit: The temporary shoring provided sufficient structural support of each wall, as well as continued safety, during the course of construction.
Requested by: HPI Architecture
CO Type: Design Errors/Omissions

Change Amount: \$ 87,893.00

Time Extension: 0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER **\$87,893.00**

TOTAL ADDITIONAL WORKING DAYS.....**Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	\$	7,187,571.00
Net change by previous Change Order	\$	65,391.00
Net sum prior to this Change Order	\$	7,252,962.00
Amount of Change Order No. 4	\$	87,893.00
New Contract Sum	\$	7,340,855.00
Percentage of Change to Contract		2.1%

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

This Change Order is hereby executed on behalf of the Board of Trustees on
17th of August, 2016

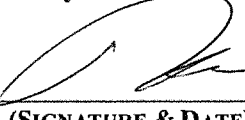
Requested By:


7.11.16
(SIGNATURE & DATE)
ROCKY COAST BUILDERS, INC.
COREY ARNOLD
135 South Market Place
Escondido, CA 92029

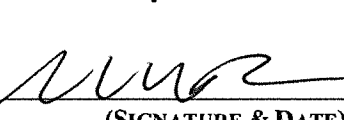
Approved By:


8/19/16
(SIGNATURE & DATE)
CERRITOS COLLEGE
NOORALI DELAWALLA
ACTING VP BUSINESS SERVICES

Reviewed By:


7/14/2016
(SIGNATURE & DATE)
CERRITOS COLLEGE
DAVID C. MOORE,
DIRECTOR OF THE PHYSICAL PLANT

Reviewed By:


7-31-16
(SIGNATURE & DATE)
CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

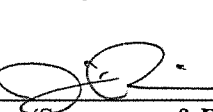
Reviewed By:


07.12.16
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:


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

Reviewed By:


07/12/16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 03

Contract # 13P032-04

To: Rocky Coast Builders, Inc.
135 South Market Place
Escondido, CA 92029
Phone: 760-489-7770
Fax: 760-489-7771

Date: May 13, 2016

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 3.01

Building: Fine Arts
Description: Add concrete and omit exterior fire rated louvers and related fire alarm infrastructure located at the exterior workyard of the Fine Arts building.
Reason: It was determined that the fire rated louvers at the exterior workyard were no longer required to be installed by the Division of State Architect (DSA). As a result, the louver and related fire alarm infrastructure was omitted, and the areas omitted were infilled with cast-in place concrete. Total cost includes the added cost of concrete, as well as the deductive costs to omit the louvers and Fire Alarm infrastructure for a total net add of \$2,487.00 to the College.
Benefit: Decreased future maintenance costs, as the louvers and fire alarm infrastructure originally shown to be provided is no longer required by DSA.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Agency Driven Change

Change Amount: \$ 10,200.00

Time Extension: 0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER \$10,200.00
TOTAL ADDITIONAL WORKING DAYS..... Days: 0

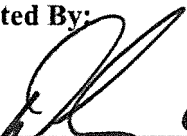
CONTRACT SUMMARY:

Original Contract Amount	\$	7,187,571.00
Net change by previous Change Order	\$	55,191.00
Net sum prior to this Change Order	\$	7,242,762.00
Amount of Change Order No. 3	\$	10,200.00
New Contract Sum	\$	7,252,962.00
Percentage of Change to Contract		0.9%

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

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

Requested By:


6-8-16
(SIGNATURE & DATE)

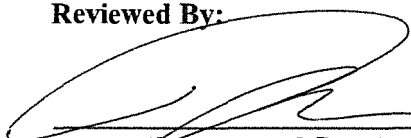
ROCKY COAST BUILDERS, INC.
DOUG LADDERBUSH
135 South Market Place
Escondido, CA 92029

Approved By:


7-26-16
(SIGNATURE & DATE)

CERRITOS COLLEGE
DR. JOSE FIERRO
PRESIDENT/SUPERINTENDENT

Reviewed By:


(SIGNATURE & DATE)

CERRITOS COLLEGE
DAVID C. MOORE,
DIRECTOR OF THE PHYSICAL PLANT

Reviewed By:


6-29-16
(SIGNATURE & DATE)

CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:


06.14.16
(SIGNATURE & DATE)

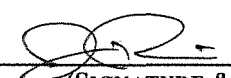
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:


6/14/16
(SIGNATURE & DATE)

TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:


06/16/16
(SIGNATURE & DATE)

TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 02

Contract # 13P032-04

To: Rocky Coast Builders, Inc.
135 South Market Place
Escondido, CA 92029
Phone: 760-489-7770
Fax: 760-489-7771

Date: May 13, 2016

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 1.01

Building: CIS / Mathematics
Description: Add additional concrete aggregates and admixtures to each of the structural concrete shearwalls for the Fine Arts building (total of 16 walls).
Reason: Upon review, it was determined that the proposed concrete mix design was required to be revised from an aggregate mix to a pea gravel mix, in order to achieve consolidation of concrete to the structural concrete reinforcement and structural steel embeds within each concrete shearwall.
Benefit: Revising the specified concrete mix design ensured a solid consolidation of concrete to all embedded steel within each concrete shearwall, and provided an increased concrete strength above the required Project Specifications.
Requested by: Hill Partnership, Inc.
CO Type: Design Errors / omissions

Change Amount: \$ 17,661.00

Time Extension: 0 Work days

Item 1.02

Building: CIS / Mathematics
Description: Add additional concrete and Styrofoam insulation at the boiler room, located at the roof of the CIS / Mathematics building.
Reason: Upon review of the proposed mechanical and plumbing equipment for the boiler room, it was determined that additional concrete was required to be installed to raise the floor as needed to achieve the mounting heights and clearances for each equipment scheduled to be installed within the boiler room.
Benefit: Provided the mounting heights and clearances required to be achieved within the room.
Requested by: Hill Partnership, Inc.
CO Type: Design Errors / omissions

Change Amount: \$ 2,174.00

Time Extension: 0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER\$19,835.00
TOTAL ADDITIONAL WORKING DAYS Days: 0

CONTRACT SUMMARY:

Original Contract Amount	\$	7,187,571.00
Net change by previous Change Order	\$	35,356.00
Net Change by previous Contract Adjustment	\$	-
Net sum prior to this Change Order	\$	7,222,927.00
Amount of Change Order No. 2	\$	19,835.00
New Contract Sum	\$	7,242,762.00
Percentage of Change to Contract		0.8%

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

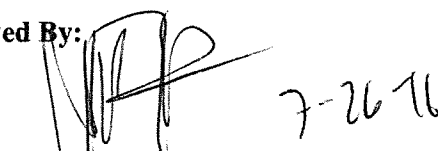
This Change Order is hereby executed on behalf of the Board of Trustees on
25 of July, 2016

Requested By:


(SIGNATURE & DATE)

ROCKY COAST BUILDERS, INC.
DOUG LADDERBUSH
135 South Market Place
Escondido, CA 92029

Approved By:


(SIGNATURE & DATE)

CERRITOS COLLEGE
DR. JOSE FIERRO
PRESIDENT/SUPERINTENDENT

Reviewed By:


(SIGNATURE & DATE)

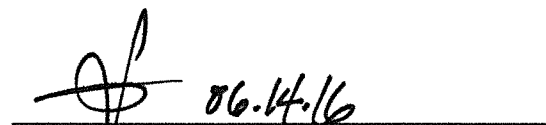
CERRITOS COLLEGE
DAVID C. MOORE,
DIRECTOR OF THE PHYSICAL PLANT

Reviewed By:


(SIGNATURE & DATE)

CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:


(SIGNATURE & DATE)

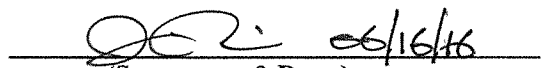
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:


(SIGNATURE & DATE)

TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:


(SIGNATURE & DATE)

TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 01

Contract # 13P032-04

To: Rocky Coast Builders, Inc.
135 South Market Place
Escondido, CA 92029
Phone: 760-489-7770
Fax: 760-489-7771

Date: May 13, 2016

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 1.01

Building: Fine Arts
Description: Add additional concrete reinforcement bars to structural concrete shearwalls A & E, located along the south elevation of the Fine Arts building.
Reason: Upon a Field Walk of the building, the Division of State Architect (DSA) Field Engineer requested for additional concrete reinforcement bars to be added to each concrete shearwall to increase the structural integrity of each wall.
Benefit: The additional concrete reinforcement bars provided additional structural integrity to the concrete shearwall and building.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Agency Driven Change

Change Amount: \$ 3,957.00

Time Extension: 0 Work days

Item 1.02

Building: Fine Arts
Description: Add additional concrete reinforcement bars and concrete to the structural grade beam footing, located along the northeast corner of the Fine Arts building.
Reason: Upon excavation of the footing in the field, it was discovered that an existing site underground gas line and waterline was buried within the footprint of the proposed grade beam footing. As a result, the footing was widened and deepened to accommodate each existing utility.
Benefit: Eliminated the need to remove and relocate each active utility line.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Unforeseen condition

Change Amount: \$ 2,378.00

Time Extension: 0 Work days

Item 1.03

Building: Fine Arts
Description: Add additional concrete aggregates and admixtures to each of the structural concrete shearwalls for the Fine Arts building (total of 19 walls).
Reason: Upon review, it was determined that the proposed concrete mix design was required to be revised from an aggregate mix to a pea gravel mix, in order to achieve consolidation of concrete to the structural concrete reinforcement and structural steel embeds within each concrete shearwall.
Benefit: Revising the specified concrete mix design ensured a solid consolidation of concrete to all embedded steel within each concrete shearwall, and provided an increased concrete strength above the required Project Specifications.
Requested by: Hill Partnership, Inc.
CO Type: Design Errors / omissions

Change Amount: \$ 22,414.00

Time Extension: 0 Work days

Item 1.05

Building: Fine Arts
Description: Add additional concrete and Styrofoam insulation at the boiler room, located at the roof of the Fine Arts building.
Reason: Upon review of the proposed mechanical and plumbing equipment for the boiler room, it was determined that additional concrete was required to be installed to raise the floor as needed to achieve the mounting heights and clearances for each equipment scheduled to be installed within the boiler room.
Benefit: Provided the mounting heights and clearances required to be achieved within the room.
Requested by: Hill Partnership, Inc.
CO Type: Design Errors / omissions

Change Amount: \$ 6,607.00

Time Extension: 0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER \$35,356.00
TOTAL ADDITIONAL WORKING DAYS Days: 0

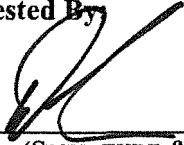
CONTRACT SUMMARY:

Original Contract Amount	\$	7,187,571.00
Net change by previous Change Order	\$	-
Net Change by previous Contract Adjustment	\$	-
Net sum prior to this Change Order	\$	7,187,571.00
Amount of Change Order No. 1	\$	35,356.00
New Contract Sum	\$	7,222,927.00
Percentage of Change to Contract		0.5%

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

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

Requested By:



6-8-16

(SIGNATURE & DATE)

ROCKY COAST BUILDERS, INC.
DOUG LADDERBUSH
135 South Market Place
Escondido, CA 92029

Approved By:



7-26-16

(SIGNATURE & DATE)

CERRITOS COLLEGE
DR. JOSE FIERRO
PRESIDENT/SUPERINTENDENT

Reviewed By:



(SIGNATURE & DATE)

CERRITOS COLLEGE
DAVID C. MOORE,
DIRECTOR OF THE PHYSICAL PLANT

Reviewed By:



(SIGNATURE & DATE)

CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:



(SIGNATURE & DATE)

HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:



(SIGNATURE & DATE)

TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:



(SIGNATURE & DATE)

TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER



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

DATE OF CONTRACT: October 2, 2014 / CONTRACT NO.: 13P032-04

BID CATEGORY: 04, Structural & Site Concrete

DOLLAR VALUE: \$7,187,571.00

LIQUIDATED DAMAGES: \$2,500.00 per day

CONTRACTOR: Rocky Coast Builders, Inc.

TERM: 738 Calendar Days

TIME FOR COMPLETION: _____

Rocky Coast Builders, Inc.

Address: 135 South Market Place, Escondido, CA 92029

Phone: 760-489-7770

Fax: 760-489-7771

AGREEMENT

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

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

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

PROJECT: **13P032, Fine Arts-CIS/Math Building**
Category 04, Structural & Site Concrete
("Project")

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

- 2. The Contract Documents:** The complete Agreement consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. ~~Any and all obligations of the District and Contractor are fully set forth and~~ described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
- 3. Interpretation of Contract Documents:** Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 33 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.
- 4. Time for Completion:** It is hereby understood and agreed that the Work under this Project shall be completed within **SEVEN HUNDRED THIRTY-EIGHT (738) consecutive calendar days** ("Contract Time") from the date specified in the District's Notice to Proceed.
- 5. Coordination of Work:** Should the Contractor fail to complete this Project, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its Work with the work of all other contractors.

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

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

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

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

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

8. **Insurance and Bonds:** Contractor shall provide all required certificates of insurance, and payment and performance bonds as evidence thereof.
9. **Execution of Work:** If the Contractor should neglect to execute the Work properly or fail to perform any provisions of this Agreement, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
10. **District Representatives:** Contractor hereby acknowledges that the Architect(s), District's Agent, the Project Inspector(s), and the Division of the State Architect have authority to approve and/or stop work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. The Contractor shall be liable for any delay caused by its non-compliant Work.
11. **Assignment of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.

- 12. Classification of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type C-8 Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.
- 13. Payment of Prevailing Wages:** The Contractor and all Subcontractors under the Contractor shall pay all workers on all Work performed pursuant to this Agreement not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.
- 14. [Labor Compliance:** If the District has adopted a labor compliance program which is applicable to the Project or if the Project is subject to State labor compliance monitored and enforced by the Compliance Monitoring Unit of the Department of Industrial Relations, Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of the District's labor compliance program or State labor compliance, if applicable, including, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate certified payroll records as required by the Contract Documents, or the District cannot issue payment.]
-
- 15. Contract Price:** In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

Seven Million One Hundred Eighty-Seven Thousand Five Hundred Seventy-One and 00/100 Dollars

(\$ 7,187,571.00),

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

Fine Arts:

Four-Million, Six-Hundred, Eighty-One Thousand, Three-Hundred, Nineteen Dollars	\$4,681,319.00

CIS/Math:

Two-Million, Five Hundred, Six Thousand, Two-Hundred, Fifty-Two Dollars	\$2,506,252.00

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

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

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

CONTRACTOR

ROCKY COAST BUILDERS, INC.

By: _____



Title: President

Print Name: Doug Ladderbush

DISTRICT

CERRITOS COMMUNITY COLLEGE DISTRICT

By: _____



Title: Vice President of Business Services

Print Name: Dr. David El Fattal

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

END OF DOCUMENT



Cerritos College

AMENDMENT NO. 01

To

CONTRACT NO. 13P032-04

The Agreement made and entered on **October 2, 2014** by and between the **Cerritos Community College District**, a public community college district with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650 ("District"), and **Rocky Coast Builders, Inc.** with its principal place of business at 135 So. Market Place, Escondido, CA 92029 ("Contractor") is **Amended on October 2, 2014**, as follows:

RECITALS

Whereas, District and Contractor entered into that certain Agreement dated October 2, 2014 ("Agreement"), whereby Contractor agreed to provide certain services for the **Fine Arts/CIS-Math Building Project** (Bid No. 13P032), **Category 04** ("Project");

Whereas, District and Contractor desire to amend the Agreement;

Now therefore, the Parties agree as follows:

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

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

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

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

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

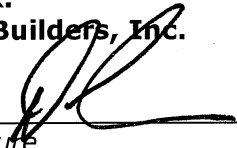
Except as, and to the extent expressly set forth in this Amendment, the parties hereby affirm the terms and provisions of, and affirm the efficacy and primacy of, the original bid documents and related Agreement for the Project. All references to the Agreement in the Agreement for the Project and in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

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

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

CONTRACTOR:
Rocky Coast Builders, Inc.

By:



Signature

Doug Ladderbush, President
Typed or Printed Name, & Title

CERRITOS COMMUNITY COLLEGE
DISTRICT:

By:



Signature

DR. DAVID EL FATTAL, V.P. OF BUS. SVCS
Typed or Printed Name, & Title



Cerritos College

AMENDMENT NO. 02

To

CONTRACT NO. 13P032-04

The Agreement made and entered on **October 2, 2014** by and between the **Cerritos Community College District**, a public community college district with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650 ("District"), and **Rocky Coast Builders, Inc.** with its principal place of business at 135 So. Market Place, Escondido, CA 92029 ("Contractor") is **Amended on May 19, 2016**, as follows:

RECITALS

Whereas, District and Contractor entered into that certain Agreement dated October 2, 2014 ("Agreement"), whereby Contractor agreed to provide certain services for the **Fine Arts/CIS-Math Building Project** (Bid No. 13P032), **Category 04** ("Project");

Whereas, District and Contractor desire to amend the Agreement;

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

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

Whereas, the Project's architect-engineer of record duly inspected the work on April 26, 2016, and determined that the Contractor's work was eighty-six percent (86%) complete;

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

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

1. The retention amount specified in Section 9.3.4.1 of the General Conditions component of the Agreement and anywhere else where such retention is specified is hereby reduced from ten percent (10%) to five percent (5%).
2. Exclusive of the five percent (5%) in retention to remain withheld for the total amount due under the Agreement, District will withhold one hundred fifty percent (150%) of the value of any outstanding work to be completed and of disputed items, if any, which will ensure sufficient funds remain to complete Contractor's Project so that a Notice of Completion can be filed by the District.
3. District reserves all rights to cure any outstanding issues to be completed to ensure final completion of Contractor's Project.
4. Final completion and acceptance of the Project, including all punchlist work and outstanding issues, is subject to Board approval.
5. In all other respects, the Agreement is reaffirmed.

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

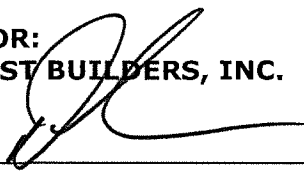
Except as, and to the extent expressly set forth in this Amendment, the parties hereby affirm the terms and provisions of, and affirm the efficacy and primacy of, the original bid documents and related Agreement for the Project. All references to the Agreement in the Agreement for the Project and in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

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

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

CONTRACTOR:
ROCKY COAST BUILDERS, INC.

By:



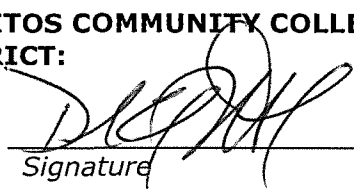
Signature

Doug Ladderbush,
President

Typed or Printed Name, & Title

**CERRITOS COMMUNITY COLLEGE
DISTRICT:**

By:



Signature

Dr. David El Fattal,
Vice President of Business Services

Typed or Printed Name, & Title

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **January 18, 2017**

Agenda Item No. 24

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Felipe Lopez
Vice President of Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT:	Consideration of Ratification of Change Order No. 9 [Owner Added Scope], (Bid No. 13P032, Category 04), Rocky Coast Builders, Inc., Fine Arts-CIS/Math Building

ACTION

It is recommended that the Board of Trustees ratify Change Order No. 9 [Owner Added Scope] in the amount of \$1,630 for the Fine Arts-CIS/Math Building project.

FISCAL IMPACT

The amount from Change Order No. 9 will be \$1,630, increasing the total contract amount to \$7,421,086. Funding will be allocated from the GO Bond.

REPORT SUMMARY

On October 1, 2014, the Board awarded a contract to Rocky Coast Builders, Inc. of Escondido, California for the Fine Arts-CIS/Math Building project. The project was bid using a multi-prime project delivery method whereby Cerritos College bid eighteen (18) disciplines for various elements of the project work. Category 04 of this project represents the Structural and Site Concrete element of work. Public Contract Code Section 20659 requires Board approval for a change order to a public works bid.

The total amount for the attached item in Change Order No. 9 is \$1,630. The original contract amount approved by the Board was \$7,187,571. Therefore, Change Order No. 9 is in compliance with Public Contract Code Section 20659. Change Order No. 9 is due to Rocky Coast Builders, Inc. performing the demolition and rework of concrete on the CIS/Math Building due to incorrect rebar placement by Anderson Charnesky Structural Steel, Inc.; this can be referenced per the submitted deductive Change Order No. 8 by Anderson Charnesky Structural Steel, Inc. Change Order No. 9 has been reviewed by Tilden-Coil Constructors (Construction Management); the Director of Physical Plant and Construction Services; and, the Vice President of Business Services. Please refer to the attachment for the items, details, and approvals of Change Order No. 9.

	Change Order	Date	Amount	Percentage of Change
Pending	9	January 18, 2017	\$ 1,630	3.2%
Pending	8	January 18, 2017	\$ 5,077	3.2%
Pending	7	January 18, 2017	\$2,865	3.2%
Pending	6	January 18, 2017	\$9,663	3.1%
	4, 5	August 17, 2016	\$148,889	3.0%
	1, 2, 3	July 25, 2016	\$ 65,391	2.2%

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

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

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

Change Order No. 9 to Contract No. 13P032-04 (CIS/Math Building portion) – Rocky Coast Builders, Inc.
Change Order No. 8 to Contract No. 13P032-04 (Fine Arts Building portion) – Rocky Coast Builders, Inc.
Change Order No. 7 to Contract No. 13P032-04 (CIS/Math Building portion) – Rocky Coast Builders, Inc.
Change Order No. 6 to Contract No. 13P032-04 (Fine Arts Building portion) – Rocky Coast Builders, Inc.
Change Order No. 5 to Contract No. 13P032-04 (CIS/Math Building portion) – Rocky Coast Builders, Inc.
Change Order No. 4 to Contract No. 13P032-04 (Fine Arts Building portion) – Rocky Coast Builders, Inc.
Change Order No. 3 to Contract No. 13P032-04 (Fine Arts Building portion) – Rocky Coast Builders, Inc.
Change Order No. 2 to Contract No. 13P032-04 (CIS/Math Building portion) – Rocky Coast Builders, Inc.
Change Order No. 1 to Contract No. 13P032-04 (Fine Arts Building portion) – Rocky Coast Builders, Inc.
Contract No. 13P032-04 – Rocky Coast Builders, Inc.

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 09

Contract # 13P032-04

To: Rocky Coast Builders, Inc.
135 South Market Place
Escondido, CA 92029
Phone: 760-489-7770
Fax: 760-489-7771

Date: October 25, 2016

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 9.01

Building: CIS / Mathematics

Description: Rework of concrete due to incorrect rebar placement on behalf of Bid Category #05 (BC 05-Structural Steel & Miscellaneous Metals) prime contractor.

Reason: Upon review it was found that rebar was welded in incorrect location by Anderson Charnesky Structural Steel (BC 05). As a result concrete was required to be demolished by Rocky Coast Builders (BC 04-Structural & Site Concrete) to allow correction of welded rebar. Reference Anderson Charnesky Structural Steel (BC 05) deductive Change Order #08.

Benefit: Ensures sufficient structural support for concrete deck.

Requested by: Tilden-Coil Constructors, Inc.

CO Type: Backcharge. The total of both change orders is a net **\$0.00** cost to the District.

Change Amount:..... \$ 1,630.00

Time Extension: 0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER **\$1,630.00**

TOTAL ADDITIONAL WORKING DAYS **Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	\$	7,187,571.00
Net change by previous Change Order	\$	231,885.00
Net sum prior to this Change Order	\$	7,419,456.00
Amount of Change Order No. 8	\$	1,630.00
New Contract Sum	\$	7,421,086.00

Percentage of Change to Contract 3.2%

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

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

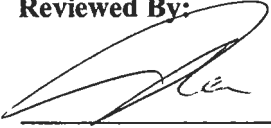
Requested By:

 10/26/16
(SIGNATURE & DATE)
ROCKY COAST BUILDERS, INC.
COREY ARNOLD
135 South Market Place
Escondido, CA 92029

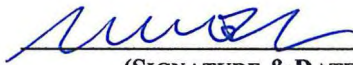
Approved By:

(SIGNATURE & DATE)
CERRITOS COLLEGE
NOORALI DELAWALLA
ACTING VP BUSINESS SERVICES

Reviewed By:

 11/7/2016
(SIGNATURE & DATE)
CERRITOS COLLEGE
DAVID C. MOORE,
DIRECTOR OF THE PHYSICAL PLANT

Reviewed By:

 12-16-16
(SIGNATURE & DATE)
CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:

 11.01.16
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

 10/27/16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

 11/07/16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 08

Contract # 13P032-04

To: Rocky Coast Builders, Inc.
135 South Market Place
Escondido, CA 92029
Phone: 760-489-7770
Fax: 760-489-7771

Date: October 25, 2016

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 8.01

Building: Fine Arts
Description: Additional concrete pour at roof on behalf of Bid Category #05 (BC 05-Structural Steel & Miscellaneous Metals) prime contractor.
Reason: Upon review an incorrect structural steel member was installed by Anderson Charnesky Structural Steel (BC 05). As a result an additional concrete pour had to be scheduled for a later date by Rocky Coast Builders (BC 04-Structural & Site Concrete) to allow correction of structural steel. Reference Anderson Charnesky Structural Steel (BC 05) deductive Change Order #08.
Benefit: Ensures sufficient structural support for concrete deck.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Backcharge. The total of both change orders is a net **\$0.00** cost to the District.

Change Amount:..... \$ 8,897.00

Time Extension: 0 Work days

Item 8.02

Building: Fine Arts
Description: Additional labor due to structural columns not being installed in a timely matter on behalf of Bid Category #05 (BC 05-Structural Steel & Miscellaneous Metals) prime contractor.
Reason: Additional labor was required to accommodate the installation of structural steel columns that were not procured in a timely matter. Reference Anderson Charnesky Structural Steel (BC 05) deductive Change Order #07.
Benefit: Ensures the delayed material does not affect the construction schedule.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Backcharge. The total of both change orders is a net **\$0.00** cost to the District.

Change Amount:..... \$ 3,087.00

Time Extension: 0 Work days

Item 8.03

Building: Fine Arts
Description: Credit to offset the cost of additional labor and materials for steel embeds and bearing plates by Bid Category #05 (BC 05-Structural Steel & Miscellaneous Metals) prime contractor.
Reason: Rocky Coast Builders (BC 04) set various steel embeds and bearing plates in incorrect locations on shear walls. As a result additional material was installed by Anderson Charnesky Structural Steel (BC 05-Structural Steel & Miscellaneous Metals) prime contractor. Reference Anderson Charnesky Structural Steel (BC 05) Change Order #07.
Benefit: Ensured accurate placement of structural steel members.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Backcharge. The total of both change orders is a net **\$0.00** cost to the District.

Change Amount:..... \$ (6,907.00)

Time Extension: 0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER **\$5,077.00**

TOTAL ADDITIONAL WORKING DAYS **Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	\$	7,187,571.00
Net change by previous Change Order	\$	226,808.00
Net sum prior to this Change Order	\$	7,414,379.00
Amount of Change Order No. 8	\$	5,077.00
New Contract Sum	\$	7,419,456.00
Percentage of Change to Contract		3.2%

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

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

Requested By:

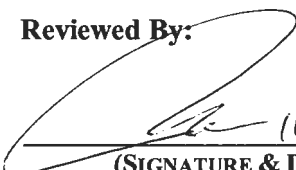


(SIGNATURE & DATE)
ROCKY COAST BUILDERS, INC.
COREY ARNOLD
135 South Market Place
Escondido, CA 92029

Approved By:

(SIGNATURE & DATE)
CERRITOS COLLEGE
NOORALI DELAWALLA
ACTING VP BUSINESS SERVICES

Reviewed By:



(SIGNATURE & DATE)
CERRITOS COLLEGE
DAVID C. MOORE,
DIRECTOR OF THE PHYSICAL PLANT

Reviewed By:



(SIGNATURE & DATE)
CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:



(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:



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

Reviewed By:



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

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 07

Contract # 13P032-04

To: Rocky Coast Builders, Inc.
135 South Market Place
Escondido, CA 92029
Phone: 760-489-7770
Fax: 760-489-7771

Date: September 30, 2016

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 7.01

Building: CIS / Mathematics

Description: Add an additional concrete curb to accommodate 60" clearance of accessibility within restroom, located on the 2nd floor of the CIS / Mathematics building.

Reason: Upon review, it was determined the north wall of the restroom had to be re-framed, including a new concrete curb, in order to accommodate the required 60" clearance of accessibility within the restroom.

Benefit: Additional framing ensures sufficient clearance of accessibility within restroom.

Requested by: Hill Partnership, Inc.

CO Type: Design Errors

Change Amount: \$ 2,865.00

Time Extension: 0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER **\$2,865.00**

TOTAL ADDITIONAL WORKING DAYS **Days: 0**

CONTRACT SUMMARY:

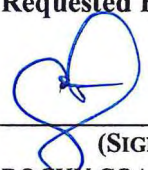
Original Contract Amount	\$	7,187,571.00
Net change by previous Change Order	\$	223,943.00
Net sum prior to this Change Order	\$	7,411,514.00
Amount of Change Order No. 7	\$	2,865.00
New Contract Sum	\$	7,414,379.00

Percentage of Change to Contract 3.2%

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

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

Requested By:

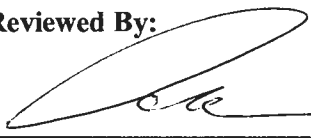

10.17.16

(SIGNATURE & DATE)
ROCKY COAST BUILDERS, INC.
COREY ARNOLD
135 South Market Place
Escondido, CA 92029

Approved By:

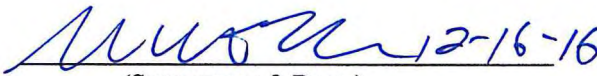
(SIGNATURE & DATE)
CERRITOS COLLEGE
NOORALI DELAWALLA
ACTING VP BUSINESS SERVICES

Reviewed By:


11/7/2016

(SIGNATURE & DATE)
CERRITOS COLLEGE
DAVID C. MOORE,
DIRECTOR OF THE PHYSICAL PLANT

Reviewed By:


12-16-16

(SIGNATURE & DATE)
CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:


10.26.16

(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:


10/26/16

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

Reviewed By:


11/5/16

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

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 06

Contract # 13P032-04

To: Rocky Coast Builders, Inc.
135 South Market Place
Escondido, CA 92029
Phone: 760-489-7770
Fax: 760-489-7771

Date: September 30, 2016

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 6.01

Building: Fine Arts
Description: Remove and re-install steel embeds located along the east concrete shearwall of the Film building.
Reason: Upon review, it was determined by the Division of State Architect (DSA) that the structural support of the proposed mechanical and plumbing utilities feeding the Film building was required to be revised in elevation. As a result, the steel embeds were removed and relocated to the correct location prior to the concrete pour of the wall.
Benefit: Relocation of steel embeds to the correct elevation allows acceptance of the structural support by DSA.
Requested by: Division of State Architect (DSA)
CO Type: Agency Driven

Change Amount: \$ 2,525.00

Time Extension: 0 Work days

Item 6.02

Building: Fine Arts
Description: Revise the thickness of the concrete housekeeping pad supporting the electrical secondary substation, located west of the Fine Arts building.
Reason: Upon review, it was determined that the thickness of the concrete pad was required to be increased from 4" to 12", to provide sufficient support of the proposed electrical equipment.
Benefit: Increase of concrete ensures sufficient structural support of equipment.
Requested by: Hill Partnership, Inc.
CO Type: Design Errors

Change Amount: \$ 3,272.00

Time Extension: 0 Work days

Item 6.03

Building: Fine Arts
Description: Add additional concrete topper slabs for each custodial closet (total of 2) located in the Fine Arts building.
Reason: Upon review, it was determined that additional concrete was required to achieve the required thickness of sealed concrete floor finish for each room.
Benefit: Ensures that proposed floor thickness is achieved.
Requested by: Hill Partnership, Inc.
CO Type: Design Errors

Change Amount: \$ 3,466.00

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER **\$9,663.00**
TOTAL ADDITIONAL WORKING DAYS **Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	\$	7,187,571.00
Net change by previous Change Order	\$	214,280.00
Net sum prior to this Change Order	\$	7,401,851.00
Amount of Change Order No. 6	\$	9,663.00
New Contract Sum	\$	7,411,514.00
Percentage of Change to Contract		3.1%

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

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

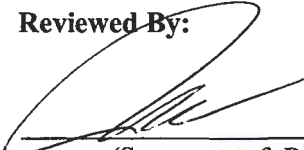
Requested By:

 10.17.16
(SIGNATURE & DATE)
ROCKY COAST BUILDERS, INC.
COREY ARNOLD
135 South Market Place
Escondido, CA 92029

Approved By:

(SIGNATURE & DATE)
CERRITOS COLLEGE
NOORALI DELAWALLA
ACTING VP BUSINESS SERVICES

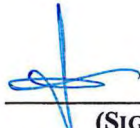
Reviewed By:

 11/7/2016
(SIGNATURE & DATE)
CERRITOS COLLEGE
DAVID C. MOORE,
DIRECTOR OF THE PHYSICAL PLANT

Reviewed By:

 12-16-16
(SIGNATURE & DATE)
CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:

 10.26.16
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

 10/26/16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

 11/5/16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 05

Contract # 13P032-04

To: Rocky Coast Builders, Inc.
135 South Market Place
Escondido, CA 92029
Phone: 760-489-7770
Fax: 760-489-7771

Date: July 6, 2016

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 5.01

Building: CIS/ Mathematics
Description: Provide post shoring/bracing to provide temporary structural support for all cast-in place concrete shearwalls (total of 16) located at the new CIS/Mathematics building.
Reason: Upon review during construction, it was determined that post shoring/bracing was required to provide temporary structural support at each concrete shearwall until the structural diaphragm of the building was completed.
Benefit: The temporary shoring provided sufficient structural support of each wall, as well as continued safety, during the course of construction.
Requested by: HPI Architecture
CO Type: Design Errors/Omissions

Change Amount: \$ 60,996.00

Time Extension: 0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER **\$60,996.00**
TOTAL ADDITIONAL WORKING DAYS **Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	\$	7,187,571.00
Net change by previous Change Order	\$	153,284.00
Net sum prior to this Change Order	\$	7,340,855.00
Amount of Change Order No. 5	\$	60,996.00
New Contract Sum	\$	7,401,851.00

Percentage of Change to Contract 3.0%

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

This Change Order is hereby executed on behalf of the Board of Trustees on
17th of August, 2016

Requested By:



7.11.16

(SIGNATURE & DATE)

ROCKY COAST BUILDERS, INC.
COREY ARNOLD
135 South Market Place
Escondido, CA 92029

Approved By:

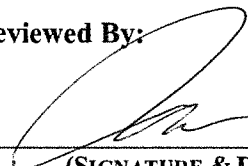


8/19/16

(SIGNATURE & DATE)

CERRITOS COLLEGE
NOORALI DELAWALLA
ACTING VP BUSINESS SERVICES

Reviewed By:



7/14/2016

(SIGNATURE & DATE)

CERRITOS COLLEGE
DAVID C. MOORE,
DIRECTOR OF THE PHYSICAL PLANT

Reviewed By:



7-31-16

(SIGNATURE & DATE)

CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:



07.12.16

(SIGNATURE & DATE)

HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:



7/12/16

(SIGNATURE & DATE)

TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:



07/12/16

(SIGNATURE & DATE)

TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 04

Contract # 13P032-04

To: Rocky Coast Builders, Inc.
135 South Market Place
Escondido, CA 92029
Phone: 760-489-7770
Fax: 760-489-7771

Date: July 6, 2016

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 4.01

Building: Fine Arts
Description: Provide post shoring/bracing to provide temporary structural support for all cast-in place concrete shearwalls (total of 23) located at the new Fine Arts and Film buildings.
Reason: Upon review during construction, it was determined that post shoring/bracing was required to provide temporary structural support at each concrete shearwall until the structural diaphragm of the building was completed.
Benefit: The temporary shoring provided sufficient structural support of each wall, as well as continued safety, during the course of construction.
Requested by: HPI Architecture
CO Type: Design Errors/Omissions

Change Amount: \$ 87,893.00

Time Extension: 0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER **\$87,893.00**

TOTAL ADDITIONAL WORKING DAYS.....**Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	\$	7,187,571.00
Net change by previous Change Order	\$	65,391.00
Net sum prior to this Change Order	\$	7,252,962.00
Amount of Change Order No. 4	\$	87,893.00
New Contract Sum	\$	7,340,855.00
Percentage of Change to Contract		2.1%

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

This Change Order is hereby executed on behalf of the Board of Trustees on
17th of August, 2016

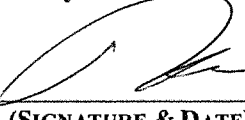
Requested By:


7.11.16
(SIGNATURE & DATE)
ROCKY COAST BUILDERS, INC.
COREY ARNOLD
135 South Market Place
Escondido, CA 92029

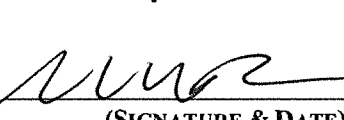
Approved By:


8/19/16
(SIGNATURE & DATE)
CERRITOS COLLEGE
NOORALI DELAWALLA
ACTING VP BUSINESS SERVICES

Reviewed By:


7/14/2016
(SIGNATURE & DATE)
CERRITOS COLLEGE
DAVID C. MOORE,
DIRECTOR OF THE PHYSICAL PLANT

Reviewed By:


7-31-16
(SIGNATURE & DATE)
CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

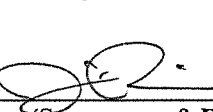
Reviewed By:


07.12.16
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:


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

Reviewed By:


07/12/16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 03

Contract # 13P032-04

To: Rocky Coast Builders, Inc.
135 South Market Place
Escondido, CA 92029
Phone: 760-489-7770
Fax: 760-489-7771

Date: May 13, 2016

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 3.01

Building: Fine Arts
Description: Add concrete and omit exterior fire rated louvers and related fire alarm infrastructure located at the exterior workyard of the Fine Arts building.
Reason: It was determined that the fire rated louvers at the exterior workyard were no longer required to be installed by the Division of State Architect (DSA). As a result, the louver and related fire alarm infrastructure was omitted, and the areas omitted were infilled with cast-in place concrete. Total cost includes the added cost of concrete, as well as the deductive costs to omit the louvers and Fire Alarm infrastructure for a total net add of \$2,487.00 to the College.
Benefit: Decreased future maintenance costs, as the louvers and fire alarm infrastructure originally shown to be provided is no longer required by DSA.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Agency Driven Change

Change Amount: \$ 10,200.00

Time Extension: 0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER \$10,200.00
TOTAL ADDITIONAL WORKING DAYS..... Days: 0

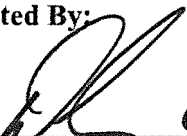
CONTRACT SUMMARY:

Original Contract Amount	\$	7,187,571.00
Net change by previous Change Order	\$	55,191.00
Net sum prior to this Change Order	\$	7,242,762.00
Amount of Change Order No. 3	\$	10,200.00
New Contract Sum	\$	7,252,962.00
Percentage of Change to Contract		0.9%

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

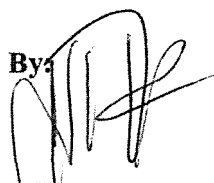
This Change Order is hereby executed on behalf of the Board of Trustees on
25 of July, 2016

Requested By:


6-8-16
(SIGNATURE & DATE)

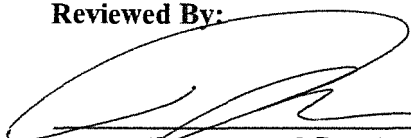
ROCKY COAST BUILDERS, INC.
DOUG LADDERBUSH
135 South Market Place
Escondido, CA 92029

Approved By:


7-26-16
(SIGNATURE & DATE)

CERRITOS COLLEGE
DR. JOSE FIERRO
PRESIDENT/SUPERINTENDENT

Reviewed By:


(SIGNATURE & DATE)

CERRITOS COLLEGE
DAVID C. MOORE,
DIRECTOR OF THE PHYSICAL PLANT

Reviewed By:


6-29-16
(SIGNATURE & DATE)

CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:


06.14.16
(SIGNATURE & DATE)

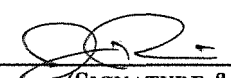
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:


6/14/16
(SIGNATURE & DATE)

TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:


06/16/16
(SIGNATURE & DATE)

TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 02

Contract # 13P032-04

To: Rocky Coast Builders, Inc.
135 South Market Place
Escondido, CA 92029
Phone: 760-489-7770
Fax: 760-489-7771

Date: May 13, 2016

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 1.01

Building: CIS / Mathematics
Description: Add additional concrete aggregates and admixtures to each of the structural concrete shearwalls for the Fine Arts building (total of 16 walls).
Reason: Upon review, it was determined that the proposed concrete mix design was required to be revised from an aggregate mix to a pea gravel mix, in order to achieve consolidation of concrete to the structural concrete reinforcement and structural steel embeds within each concrete shearwall.
Benefit: Revising the specified concrete mix design ensured a solid consolidation of concrete to all embedded steel within each concrete shearwall, and provided an increased concrete strength above the required Project Specifications.
Requested by: Hill Partnership, Inc.
CO Type: Design Errors / omissions

Change Amount: \$ 17,661.00

Time Extension: 0 Work days

Item 1.02

Building: CIS / Mathematics
Description: Add additional concrete and Styrofoam insulation at the boiler room, located at the roof of the CIS / Mathematics building.
Reason: Upon review of the proposed mechanical and plumbing equipment for the boiler room, it was determined that additional concrete was required to be installed to raise the floor as needed to achieve the mounting heights and clearances for each equipment scheduled to be installed within the boiler room.
Benefit: Provided the mounting heights and clearances required to be achieved within the room.
Requested by: Hill Partnership, Inc.
CO Type: Design Errors / omissions

Change Amount: \$ 2,174.00

Time Extension: 0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER\$19,835.00
TOTAL ADDITIONAL WORKING DAYS Days: 0

CONTRACT SUMMARY:

Original Contract Amount	\$	7,187,571.00
Net change by previous Change Order	\$	35,356.00
Net Change by previous Contract Adjustment	\$	-
Net sum prior to this Change Order	\$	7,222,927.00
Amount of Change Order No. 2	\$	19,835.00
New Contract Sum	\$	7,242,762.00
Percentage of Change to Contract		0.8%

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

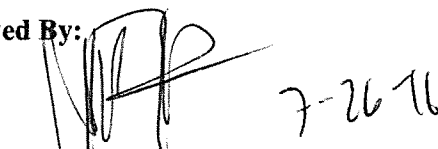
This Change Order is hereby executed on behalf of the Board of Trustees on
25 of July, 2016

Requested By:


(SIGNATURE & DATE)

ROCKY COAST BUILDERS, INC.
DOUG LADDERBUSH
135 South Market Place
Escondido, CA 92029

Approved By:


(SIGNATURE & DATE)

CERRITOS COLLEGE
DR. JOSE FIERRO
PRESIDENT/SUPERINTENDENT

Reviewed By:


(SIGNATURE & DATE)

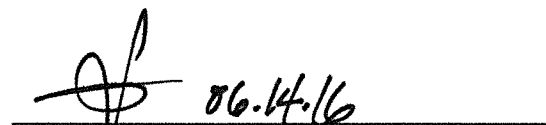
CERRITOS COLLEGE
DAVID C. MOORE,
DIRECTOR OF THE PHYSICAL PLANT

Reviewed By:


(SIGNATURE & DATE)

CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:


(SIGNATURE & DATE)

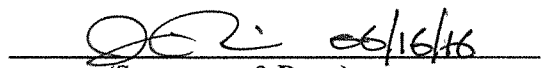
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:


(SIGNATURE & DATE)

TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:


(SIGNATURE & DATE)

TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 01

Contract # 13P032-04

To: Rocky Coast Builders, Inc.
135 South Market Place
Escondido, CA 92029
Phone: 760-489-7770
Fax: 760-489-7771

Date: May 13, 2016

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 1.01

Building: Fine Arts
Description: Add additional concrete reinforcement bars to structural concrete shearwalls A & E, located along the south elevation of the Fine Arts building.
Reason: Upon a Field Walk of the building, the Division of State Architect (DSA) Field Engineer requested for additional concrete reinforcement bars to be added to each concrete shearwall to increase the structural integrity of each wall.
Benefit: The additional concrete reinforcement bars provided additional structural integrity to the concrete shearwall and building.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Agency Driven Change

Change Amount: \$ 3,957.00

Time Extension: 0 Work days

Item 1.02

Building: Fine Arts
Description: Add additional concrete reinforcement bars and concrete to the structural grade beam footing, located along the northeast corner of the Fine Arts building.
Reason: Upon excavation of the footing in the field, it was discovered that an existing site underground gas line and waterline was buried within the footprint of the proposed grade beam footing. As a result, the footing was widened and deepened to accommodate each existing utility.
Benefit: Eliminated the need to remove and relocate each active utility line.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Unforeseen condition

Change Amount: \$ 2,378.00

Time Extension: 0 Work days

Item 1.03

Building: Fine Arts
Description: Add additional concrete aggregates and admixtures to each of the structural concrete shearwalls for the Fine Arts building (total of 19 walls).
Reason: Upon review, it was determined that the proposed concrete mix design was required to be revised from an aggregate mix to a pea gravel mix, in order to achieve consolidation of concrete to the structural concrete reinforcement and structural steel embeds within each concrete shearwall.
Benefit: Revising the specified concrete mix design ensured a solid consolidation of concrete to all embedded steel within each concrete shearwall, and provided an increased concrete strength above the required Project Specifications.
Requested by: Hill Partnership, Inc.
CO Type: Design Errors / omissions

Change Amount: \$ 22,414.00

Time Extension: 0 Work days

Item 1.05

Building: Fine Arts
Description: Add additional concrete and Styrofoam insulation at the boiler room, located at the roof of the Fine Arts building.
Reason: Upon review of the proposed mechanical and plumbing equipment for the boiler room, it was determined that additional concrete was required to be installed to raise the floor as needed to achieve the mounting heights and clearances for each equipment scheduled to be installed within the boiler room.
Benefit: Provided the mounting heights and clearances required to be achieved within the room.
Requested by: Hill Partnership, Inc.
CO Type: Design Errors / omissions

Change Amount: \$ 6,607.00

Time Extension: 0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER **\$35,356.00**
TOTAL ADDITIONAL WORKING DAYS **Days: 0**

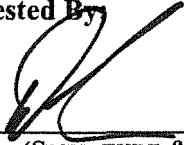
CONTRACT SUMMARY:

Original Contract Amount	\$	7,187,571.00
Net change by previous Change Order	\$	-
Net Change by previous Contract Adjustment	\$	-
Net sum prior to this Change Order	\$	7,187,571.00
Amount of Change Order No. 1	\$	35,356.00
New Contract Sum	\$	7,222,927.00
Percentage of Change to Contract		0.5%

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

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

Requested By:



6-8-16

(SIGNATURE & DATE)

ROCKY COAST BUILDERS, INC.
DOUG LADDERBUSH
135 South Market Place
Escondido, CA 92029

Approved By:



7-26-16

(SIGNATURE & DATE)

CERRITOS COLLEGE
DR. JOSE FIERRO
PRESIDENT/SUPERINTENDENT

Reviewed By:



(SIGNATURE & DATE)

CERRITOS COLLEGE
DAVID C. MOORE,
DIRECTOR OF THE PHYSICAL PLANT

Reviewed By:



(SIGNATURE & DATE)

CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:



(SIGNATURE & DATE)

HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:



(SIGNATURE & DATE)

TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:



(SIGNATURE & DATE)

TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER



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

DATE OF CONTRACT: October 2, 2014 / CONTRACT NO.: 13P032-04

BID CATEGORY: 04, Structural & Site Concrete

DOLLAR VALUE: \$7,187,571.00

LIQUIDATED DAMAGES: \$2,500.00 per day

CONTRACTOR: Rocky Coast Builders, Inc.

TERM: 738 Calendar Days

TIME FOR COMPLETION: _____

Rocky Coast Builders, Inc.

Address: 135 South Market Place, Escondido, CA 92029

Phone: 760-489-7770

Fax: 760-489-7771

AGREEMENT

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

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

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

PROJECT: **13P032, Fine Arts-CIS/Math Building**
Category 04, Structural & Site Concrete
("Project")

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

- 2. The Contract Documents:** The complete Agreement consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. ~~Any and all obligations of the District and Contractor are fully set forth and~~ described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
- 3. Interpretation of Contract Documents:** Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 33 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.
- 4. Time for Completion:** It is hereby understood and agreed that the Work under this Project shall be completed within **SEVEN HUNDRED THIRTY-EIGHT (738) consecutive calendar days** ("Contract Time") from the date specified in the District's Notice to Proceed.
- 5. Coordination of Work:** Should the Contractor fail to complete this Project, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its Work with the work of all other contractors.

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

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

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

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

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

8. **Insurance and Bonds:** Contractor shall provide all required certificates of insurance, and payment and performance bonds as evidence thereof.
9. **Execution of Work:** If the Contractor should neglect to execute the Work properly or fail to perform any provisions of this Agreement, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
10. **District Representatives:** Contractor hereby acknowledges that the Architect(s), District's Agent, the Project Inspector(s), and the Division of the State Architect have authority to approve and/or stop work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. The Contractor shall be liable for any delay caused by its non-compliant Work.
11. **Assignment of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.

- 12. Classification of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type C-8 Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.
- 13. Payment of Prevailing Wages:** The Contractor and all Subcontractors under the Contractor shall pay all workers on all Work performed pursuant to this Agreement not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.
- 14. [Labor Compliance:** If the District has adopted a labor compliance program which is applicable to the Project or if the Project is subject to State labor compliance monitored and enforced by the Compliance Monitoring Unit of the Department of Industrial Relations, Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of the District's labor compliance program or State labor compliance, if applicable, including, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate certified payroll records as required by the Contract Documents, or the District cannot issue payment.]
-
- 15. Contract Price:** In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

Seven Million One Hundred Eighty-Seven Thousand Five Hundred Seventy-One and 00/100 Dollars

(\$ 7,187,571.00),

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

Fine Arts:

Four-Million, Six-Hundred, Eighty-One Thousand, Three-Hundred, Nineteen Dollars	\$4,681,319.00

CIS/Math:

Two-Million, Five Hundred, Six Thousand, Two-Hundred, Fifty-Two Dollars	\$2,506,252.00

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

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

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

CONTRACTOR

ROCKY COAST BUILDERS, INC.

By: _____

Title: President

Print Name: Doug Ladderbush

DISTRICT

CERRITOS COMMUNITY COLLEGE DISTRICT

By: _____

Title: Vice President of Business Services

Print Name: Dr. David El Fattal

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

END OF DOCUMENT



Cerritos College

AMENDMENT NO. 01

To

CONTRACT NO. 13P032-04

The Agreement made and entered on **October 2, 2014** by and between the **Cerritos Community College District**, a public community college district with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650 ("District"), and **Rocky Coast Builders, Inc.** with its principal place of business at 135 So. Market Place, Escondido, CA 92029 ("Contractor") is **Amended on October 2, 2014**, as follows:

RECITALS

Whereas, District and Contractor entered into that certain Agreement dated October 2, 2014 ("Agreement"), whereby Contractor agreed to provide certain services for the **Fine Arts/CIS-Math Building Project** (Bid No. 13P032), **Category 04** ("Project");

Whereas, District and Contractor desire to amend the Agreement;

Now therefore, the Parties agree as follows:

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

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

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

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

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

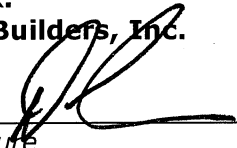
Except as, and to the extent expressly set forth in this Amendment, the parties hereby affirm the terms and provisions of, and affirm the efficacy and primacy of, the original bid documents and related Agreement for the Project. All references to the Agreement in the Agreement for the Project and in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

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

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

CONTRACTOR:
Rocky Coast Builders, Inc.

By:



Signature

Doug Ladderbush, President
Typed or Printed Name, & Title

CERRITOS COMMUNITY COLLEGE
DISTRICT:

By:



Signature

DR. DAVID EL FATTAL, V.P. OF BUS. SVCS
Typed or Printed Name, & Title



Cerritos College

AMENDMENT NO. 02

To

CONTRACT NO. 13P032-04

The Agreement made and entered on **October 2, 2014** by and between the **Cerritos Community College District**, a public community college district with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650 ("District"), and **Rocky Coast Builders, Inc.** with its principal place of business at 135 So. Market Place, Escondido, CA 92029 ("Contractor") is **Amended on May 19, 2016**, as follows:

RECITALS

Whereas, District and Contractor entered into that certain Agreement dated October 2, 2014 ("Agreement"), whereby Contractor agreed to provide certain services for the **Fine Arts/CIS-Math Building Project** (Bid No. 13P032), **Category 04** ("Project");

Whereas, District and Contractor desire to amend the Agreement;

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

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

Whereas, the Project's architect-engineer of record duly inspected the work on April 26, 2016, and determined that the Contractor's work was eighty-six percent (86%) complete;

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

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

1. The retention amount specified in Section 9.3.4.1 of the General Conditions component of the Agreement and anywhere else where such retention is specified is hereby reduced from ten percent (10%) to five percent (5%).
2. Exclusive of the five percent (5%) in retention to remain withheld for the total amount due under the Agreement, District will withhold one hundred fifty percent (150%) of the value of any outstanding work to be completed and of disputed items, if any, which will ensure sufficient funds remain to complete Contractor's Project so that a Notice of Completion can be filed by the District.
3. District reserves all rights to cure any outstanding issues to be completed to ensure final completion of Contractor's Project.
4. Final completion and acceptance of the Project, including all punchlist work and outstanding issues, is subject to Board approval.
5. In all other respects, the Agreement is reaffirmed.

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

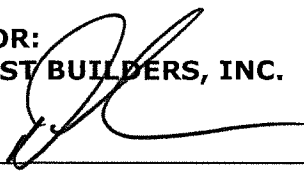
Except as, and to the extent expressly set forth in this Amendment, the parties hereby affirm the terms and provisions of, and affirm the efficacy and primacy of, the original bid documents and related Agreement for the Project. All references to the Agreement in the Agreement for the Project and in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

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

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

CONTRACTOR:
ROCKY COAST BUILDERS, INC.

By:



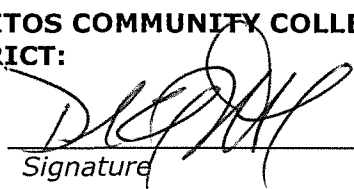
Signature

Doug Ladderbush,
President

Typed or Printed Name, & Title

**CERRITOS COMMUNITY COLLEGE
DISTRICT:**

By:



Signature

Dr. David El Fattal,
Vice President of Business Services

Typed or Printed Name, & Title

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **January 18, 2017**

Agenda Item No. 25

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Felipe Lopez
Vice President of Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT:	Consideration of Ratification of Change Order No. 5 [Errors/Omissions, Owner Added Scope, Agency Driven Changes], (Bid No. 14P006, Category 05), Anderson Charnesky Structural Steel, Inc., Fine Arts-CIS/Math Building

ACTION

It is recommended that the Board of Trustees ratify Change Order No. 5 [Errors/Omissions, Owner Added Scope, Agency Driven Changes] in the amount of \$75,601 for the Fine Arts-CIS/Math Building project.

FISCAL IMPACT

The amount from Change Order No. 5 will be \$75,601, increasing the contract amount to \$5,184,281. Funding will be allocated from the GO Bond.

REPORT SUMMARY

On December 10, 2014, the Board awarded a contract to Anderson Charnesky Structural Steel, Inc. of Beaumont, California for the Fine Arts-CIS/Math Building project. The project was bid using a multi-prime project delivery method whereby Cerritos College bid four (4) disciplines for various elements of the project work. Category 05 represents the Structural Steel & Miscellaneous Metals element of work. Public Contract Code Section 20659 requires Board approval for a change order to a public works bid.

The total amount for the attached item in Change Order No. 5 is \$75,601. The original contract amount approved by the Board was \$5,090,000. Therefore, Change Order No. 5 is in compliance with Public Contract Code Section 20659. Change Order No. 5 provides for the correction of design errors/omissions through additional steel plate and bolt attachments for the radial steel bridge to provide a sufficient structural connection to the Fine Arts building structure, additional detailing to accommodate proposed measurements of steel framing for the Fine Arts building, and additional steel plate to accommodate additional framing for the exterior curtainwall structural support. Change Order No. 5 also is due to the owner added scope of aesthetic modifications to the architecturally exposed structural steel in the form of an acceptable level of paint finish. Additionally, Change Order No. 5 is due to agency driven changes requiring the installation of five steel posts to accommodate framing of the interior low walls in the Fine Arts Building, and the addition of a steel platform and steel ladder within the west duct shaft on the 2nd floor for maintenance access to the fire sprinkler system in the Fine Arts building. Change Order No. 5 has been reviewed by Tilden-Coil Constructors (Construction Management); the Director of Physical Plant and

Construction Services; and, the Vice President of Business Services. Please refer to the attachment for the items, details, and approvals of Change Order No. 5.

	Change Order	Date	Amount	Percentage of Change
Pending	5	January 18, 2017	\$75,601	1.9%
	4	October 19, 2016	\$21,131	0.4%
	3	October 19, 2016	\$32,446	0.0%
	2	October 19, 2016	(\$1,279)	-0.7%
	1	October 19, 2016	(\$33,618)	-0.7%

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

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

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

Change Order No. 5 to Contract No. 14P006-05 (Fine Arts Building portion) – Anderson Charnesky Structural Steel, Inc.

Change Order No. 4 to Contract No. 14P006-05 (CIS/Math Building portion) – Anderson Charnesky Structural Steel, Inc.

Change Order No. 3 to Contract No. 14P006-05 (Fine Arts Building portion) – Anderson Charnesky Structural Steel, Inc.

Change Order No. 2 to Contract No. 14P006-05 (CIS/Math Building portion) – Anderson Charnesky Structural Steel, Inc.

Change Order No. 1 to Contract No. 14P006-05 (Fine Arts Building portion) – Anderson Charnesky Structural Steel, Inc.

Contract No. 14P006-05 – Anderson Charnesky Structural Steel, Inc.

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 05

Contract # 14P006-05

To: Anderson Charnesky Structural Steel
353 Risco Circle
Beaumont, CA 92223
Phone: (951) 769-5700
Fax: (951) 769-5701

Date: 10/26/16

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 5.01

Building: Fine Arts
Description: Additional steel plate and bolt attachments for the radial bridge steel channel.
Reason: Upon review, it was determined that modifications to the radial bridge steel channel was required to allow a full structural attachment of the steel to the building structure.
Benefit: Provides a sufficient structural connection of bridge to building structure.
Requested by: Hill Partnership, Inc.
CO Type: Design Omissions

Change Amount: \$ 10,609.00

Time Extension: 0 Work days

Item 5.02

Building: Fine Arts
Description: Aesthetic modifications to Architecturally Exposed Structural Steel (AESS).
Reason: Upon review, it was determined that material and labor was required to make additional exposed steel beams and columns throughout the building aesthetically acceptable.
Benefit: Provides an acceptable level of paint finish for exposed steel members.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Owner Request

Change Amount: \$ 10,746.00

Time Extension: 0 Work days

Item 5.03

Building: Fine Arts
Description: Add five (5) steel posts to accommodate framing of proposed interior low walls in Administration and Art Gallery.
Reason: Upon review, it was required to install additional steel posts to provide additional support of the low walls required to be framed to support the proposed millwork.
Benefit: Provides increased structural support of low wall to the building structure.
Requested by: Division of State Architect (DSA)
CO Type: Agency Driven

Change Amount:..... \$ 8,598.00

Time Extension: 0 Work days

Item 5.04

Building: Fine Arts
Description: Add a steel platform and a 15' steel ladder within the west duct shaft, located on the 2nd floor of the building.
Reason: Upon review, it was determined that sufficient access was required to be added to provide future maintenance of the fire sprinkler system within the duct shaft. As a result, a steel platform and steel ladder was installed to achieve the requested access.
Benefit: Above work provides access for future maintenance of fire sprinkler system.
Requested by: Division of State Architect (DSA)
CO Type: Agency Driven

Change Amount:..... \$ 21,209.00

Time Extension: 0 Work days

Item 5.05

Building: Fine Arts
Description: Provide additional detailing to accommodate proposed measurements of steel framing for the Fine Arts building.
Reason: Upon review, it was determined that additional detailing was needed in order to provide the required measurements for the steel structure throughout the building.
Benefit: Provide the necessary detailing to accommodate the precise measurements of structural steel, prior to fabrication.
Requested by: Hill Partnership, Inc.
CO Type: Design Errors

Change Amount:..... \$ 18,209.00

Time Extension: 0 Work days

Project: Fine Arts & CIS Math
Contractor: Anderson Charnesky Structural Steel - Contract 14P006-05

Change Order Number: 05
Page 3 of 4

Item 5.06

Building: Fine Arts
Description: Provide an additional steel plate to accommodate additional framing for the exterior curtainwall, located along the east elevation of the Fine Arts building.
Reason: Upon review, it was determined that additional steel was needed to provide support of framing to the underside of decking, in order to allow for sufficient attachment of the exterior curtainwall to the underside of the bridge connecting to the Fine Arts building.
Benefit: Provide the structural support required for the exterior curtainwall.
Requested by: Hill Partnership, Inc.
CO Type: Design Errors

Change Amount: \$ 6,230.00

Time Extension: 0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER \$75,601.00

TOTAL ADDITIONAL WORKING DAYS Days: 0

CONTRACT SUMMARY:

Original Contract Amount	\$	5,090,000.00
Net change by previous Change Order	\$	18,680.00
Net sum prior to this Change Order	\$	5,108,680.00
Amount of Change Order No. 5	\$	75,601.00
New Contract Sum	\$	5,184,281.00

Percentage of Change to Contract 1.9%

Project: Fine Arts & CIS Math
Contractor: Anderson Charnesky Structural Steel - Contract 14P006-05

Change Order Number: 05
Page 4 of 4

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

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

Requested By:



(SIGNATURE & DATE)

ANDERSON CHARNESKY STRUCTURAL STEEL
CRAIG CHARNESKY
353 Risco Circle
Beaumont, CA 92223

Approved By:

(SIGNATURE & DATE)

CERRITOS COLLEGE
NOORALI DELWALLA
VICE PRESIDENT OF BUSINESS SERVICES

Reviewed By:



(SIGNATURE & DATE)

CERRITOS COLLEGE
DAVID C. MOORE,
DIRECTOR OF THE PHYSICAL PLANT

Reviewed By:



(SIGNATURE & DATE)

CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:



(SIGNATURE & DATE)

HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:



(SIGNATURE & DATE)

TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:



(SIGNATURE & DATE)

TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 04

Contract # 14P006-05

To: Anderson Charnesky Structural Steel
353 Risco Circle
Beaumont, CA 92223
Phone: (951) 769-5700
Fax: (951) 769-5701

Date: 8/19/16

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 4.01

Building: CIS / Mathematics

Description: Add fourteen (14) steel posts to accommodate framing of proposed interior low wall along the 2nd floor CIS offices.

Reason: Upon review, it was requested to install additional steel posts to provide additional support of the low wall required to be framed in each office.

Benefit: Provides increased structural support of low wall located in each office to the building structure.

Requested by: Tilden-Coil Constructors, Inc.

CO Type: Agency Driven

Change Amount: \$12,939.00

Time Extension: 0 Work days

Item 4.02

Building: CIS / Mathematics

Description: Provide one (1) additional gate at the roof of the CIS/ Math building, along the exterior Telescope Viewing Deck.

Reason: Upon review, it was determined that a gate system was required to be provided along the railing system of the telescoping viewing deck in order to provide ease of access to the west end of the roof, to allow future maintenance.

Benefit: Provides better access to the west end of the roof for future maintenance.

Requested by: Tilden-Coil Constructors, Inc.

CO Type: Owner Requested

Change Amount: \$ 3,869.00

Time Extension: 0 Work days

Item 4.03

Building: CIS / Mathematics
Description: Provide additional detailing, as well as an increase to steel material, to accommodate the increase of size of steel ledger angles for the CIS/ Mathematics building.
Reason: Upon review of the shop drawings, it was determined that the steel ledger angles should be upsized from 3/8" thick to 1/2" thick. This required additional detailing/drawing
Benefit: Provides sufficient structural support of steel throughout the building.
Requested by: Hill Partnership, Inc.
CO Type: Design Errors

Change Amount: \$4,323.00

Time Extension: 0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER..... \$21,131.00

TOTAL ADDITIONAL WORKING DAYS **Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	\$	5,090,000.00
Net change by previous Change Order	\$	(2,451.00)
Net sum prior to this Change Order	\$	5,087,549.00
Amount of Change Order No. 4	\$	21,131.00
New Contract Sum	\$	5,108,680.00

Percentage of Change to Contract	0.4%

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

This Change Order is hereby executed on behalf of the Board of Trustees on
19th of October, 2016

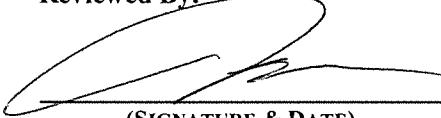
Requested By:


(SIGNATURE & DATE)
ANDERSON CHARNESKY STRUCTURAL STEEL
CRAIG CHARNESKY
353 Risco Circle
Beaumont, CA 92223

Approved By:


(SIGNATURE & DATE)
CERRITOS COLLEGE
NOORALI DELWALLA
VICE PRESIDENT OF BUSINESS SERVICES

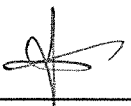
Reviewed By:


(SIGNATURE & DATE)
CERRITOS COLLEGE
DAVID C. MOORE,
DIRECTOR OF THE PHYSICAL PLANT

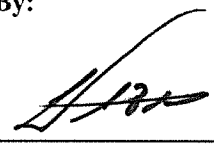
Reviewed By:


(SIGNATURE & DATE)
CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:


(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:


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

Reviewed By:


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

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 03

Contract # 14P006-05

To: Anderson Charnesky Structural Steel
353 Risco Circle
Beaumont, CA 92223
Phone: (951) 769-5700
Fax: (951) 769-5701

Date: 8/19/16

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 3.01

Building: Fine Arts
Description: Modifications to steel for interior stair #2.
Reason: A request was made by the Division of State Architect (DSA) to modify the steel channel beneath the mid landing of stair #2, in order to maintain a head clearance between the bottom stair tread and bottom of mid landing.
Benefit: Provides additional head clearances above and beyond required code required clearance.
Requested by: Division of State Architect (DSA)
CO Type: Agency Driven

Change Amount:.....\$ 4,183.00

Time Extension: 0 Work days

Item 3.02

Building: Fine Arts
Description: Add seven (7) steel posts to accommodate framing of proposed interior low wall in Photography Classroom.
Reason: Upon review, it was requested to install additional steel posts to provide additional support of the low wall required to be framed in the classroom.
Benefit: Provides increased structural support of low wall located in classroom to the building structure.
Requested by: Division of State Architect (DSA)
CO Type: Agency Driven

Change Amount:.....\$8,025.00

Time Extension: 0 Work days

Item 3.03

Building: Fine Arts
Description: Additional steel base plates to two (2) steel bollards at Exterior Workyard.
Reason: Upon review, it was determined that the proposed steel bollards came in conflict with the structural footing for the Exterior Workyard. As a result, base plates were added to each bollard and embedded to provide structural support of each bollard.
Benefit: Provides embedment and sufficient support of steel bollard to the structural slab of the Workyard.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Unforeseen condition

Change Amount: \$750.00

Time Extension: 0 Work days

Item 3.04

Building: Fine Arts
Description: Add two (2) 4"x 6" tube steel members to accommodate housing structure of skylight at Exterior Workyard.
Reason: Upon review, it was determined that additional steel was required to be installed in order to provide additional structural support of the proposed exterior skylight.
Benefit: Provides sufficient support for the skylight.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Owner Requested

Change Amount: \$3,024.00

Time Extension: 0 Work days

Item 3.05

Building: Fine Arts
Description: Provide additional detailing to accommodate proposed measurements of steel framing for the Fine Arts building.
Reason: Upon review, it was determined that additional detailing was needed in order to provide the required measurements, including elevations and slopes, for the steel structure throughout the building.
Benefit: Provides the necessary detailing to accommodate the precise measurements of structural steel, prior to fabrication.
Requested by: Hill Partnership, Inc.
CO Type: Design Errors

Change Amount: \$10,546.00

Time Extension: 0 Work days

Project: Fine Arts & CIS Math
Contractor: Anderson Charnesky Structural Steel - Contract 14P006-05

Change Order Number: 03
Page 3 of 4

Item 3.06

Building: Fine Arts
Description: Provide additional detailing to accommodate the proposed radius of steel framing for the exterior bridge.
Reason: Upon review, it was determined that additional detailing was needed in order to provide the required steel members related to the precise radius measurements of the exterior bridge, prior to fabrication.
Benefit: Provides the necessary detailing to accommodate the precise radius and measurements of structural steel, prior to fabrication.
Requested by: Hill Partnership, Inc.
CO Type: Design Errors

Change Amount: \$5,918.00

Time Extension: 0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER \$32,446.00

TOTAL ADDITIONAL WORKING DAYS **Days: 0**

CONTRACT SUMMARY:

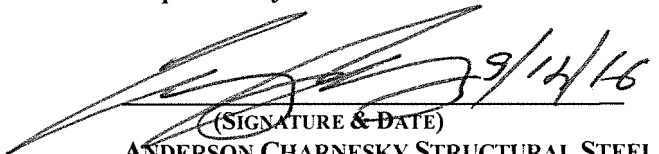
Original Contract Amount	\$	5,090,000.00
Net change by previous Change Order	\$	(34,897.00)
Net sum prior to this Change Order	\$	5,055,103.00
Amount of Change Order No. 3	\$	32,446.00
New Contract Sum	\$	5,087,549.00

Percentage of Change to Contract 0.0%

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

This Change Order is hereby executed on behalf of the Board of Trustees on
19th of October, 2016

Requested By:


(SIGNATURE & DATE)
ANDERSON CHARNESKY STRUCTURAL STEEL
CRAIG CHARNESKY
353 Risco Circle
Beaumont, CA 92223

Approved By:


(SIGNATURE & DATE)
CERRITOS COLLEGE
NOORALI DELWALLA
VICE PRESIDENT OF BUSINESS SERVICES

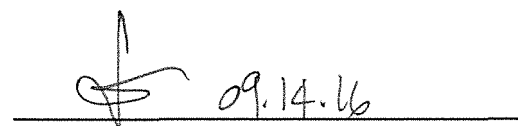
Reviewed By:


(SIGNATURE & DATE)
CERRITOS COLLEGE
DAVID C. MOORE,
DIRECTOR OF THE PHYSICAL PLANT

Reviewed By:


(SIGNATURE & DATE)
CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:


(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:


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

Reviewed By:


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

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 02

Contract # 14P006-05

To: Anderson Charnesky Structural Steel
353 Risco Circle
Beaumont, CA 92223
Phone: (951) 769-5700
Fax: (951) 769-5701

Date: September 6, 2016

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 2.01

Building: CIS Math

Description: Credit to offset the cost of the additional man hours completed to accelerate work completed by Bid Category #11 (BC 11-Metal Stud/Drywall & Plaster) prime contractor.

Reason: Additional hours were required in order to make up time impacted by ACSS (Anderson Charnesky Structural Steel) (BC 05-Structural Steel & Miscellaneous Metal). ACSS did not procure the perimeter steel columns timely, which impacted the progress of exterior framing. Reference Sierra Lathing (BC 11) Change Order #02.

Benefit: Ensured the delayed material does not affect the construction schedule.

Requested by: Tilden-Coil Constructors, Inc.

CO Type: Backcharge. The total of both change orders is a net **\$0.00** cost to the District.

Change Amount: \$ (1,279.00)

Time Extension: 0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER..... **\$ (1,279.00)**

TOTAL ADDITIONAL WORKING DAYS **Days: 0**

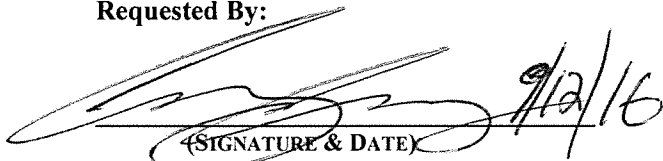
CONTRACT SUMMARY:

Original Contract Amount	\$	5,090,000.00
Net change by previous Change Order	\$	(33,618.00)
Net sum prior to this Change Order	\$	5,056,382.00
Amount of Change Order No. 1	\$	(1,279.00)
New Contract Sum	\$	5,055,103.00
Percentage of Change to Contract		-0.7%

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

This Change Order is hereby executed on behalf of the Board of Trustees on
19th of October, 2016

Requested By:


(SIGNATURE & DATE)

ANDERSON CHARNESKY STRUCTURAL STEEL
CRAIG CHARNESKY
353 Risco Circle
Beaumont, CA 92223

Approved By:


(SIGNATURE & DATE)

CERRITOS COLLEGE
NOORALI DELWALLA
VICE PRESIDENT OF BUSINESS SERVICES

Reviewed By:


(SIGNATURE & DATE)

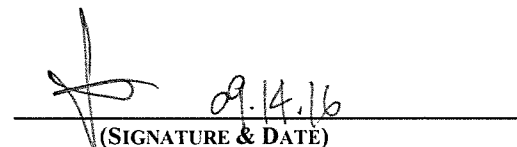
CERRITOS COLLEGE
DAVID C. MOORE,
DIRECTOR OF THE PHYSICAL PLANT

Reviewed By:


(SIGNATURE & DATE)

CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:


(SIGNATURE & DATE)

HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:


(SIGNATURE & DATE)

TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:


(SIGNATURE & DATE)

TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 01

Contract # 14P006-05

To: Anderson Charnesky Structural Steel
353 Risco Circle
Beaumont, CA 92223
Phone: (951) 769-5700
Fax: (951) 769-5701

Date: September 6, 2016

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 1.01

Building: Fine Arts
Description: Credit to offset the cost of the additional metal clips installed by Bid Category #11 (BC 11-Metal Stud/ Drywall & Plaster) prime contractor.
Reason: Anderson Charnesky Structural Steel (BC 05-Structural Steel & Miscellaneous Metal) erected the structural steel members along the west and east elevations of the building structure slightly out of allowable steel tolerances. As a result, additional metal clips were required to be installed by Sierra Lathing (BC 11) in order to allow proper attachment of the exterior metal stud framing to steel structure. Reference Sierra Lathing (BC 11) Change Order #01.
Benefit: Ensured sufficient structural attachment of framing to steel.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Backcharge. The total of both change orders is a net **\$0.00** cost to the District.

Change Amount: \$ (7,151.00)

Time Extension: 0 Work days

Item 1.02

Building: Fine Arts
Description: Credit to offset the cost of the additional man hours completed to accelerate work completed by Bid Category #11 (BC 11-Metal Stud/ Drywall & Plaster) prime contractor.
Reason: Additional hours were required by Sierra Lathing (BC 11) in order to make up time impacted by ACSS (Anderson Charnesky Structural Steel) (BC 05-Structural Steel & Miscellaneous Metal). ACSS did not have the perimeter steel columns timely, which impacted the progress of exterior framing. Reference Sierra Lathing (BC 11) Change Order #01.
Benefit: Ensured the delayed material does not affect the construction schedule.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Backcharge. The total of both change orders is a net **\$0.00** cost to the District.

Change Amount: \$ (8,198.00)

Time Extension: 0 Work days

Item 1.05

Building: Fine Arts
Description: This is a credit to offset the cost of additional layer of drywall required along west elevation of building installed by Bid Category #11 (BC 11-Metal Stud/ Drywall & Plaster) prime contractor.
Reason: Anderson Charnesky Structural Steel (BC 05-Structural Steel & Miscellaneous Metal) erected the steel members on the west elevation of the structure slightly out of allowable tolerance. As a result, an additional layer of drywall was required to be installed by Sierra Lathing (BC 11). Reference Sierra Lathing (BC 11) Change Order #01.
Benefit: Ensured the interior perimeter walls on west elevation are plumb.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Backcharge. The total of both change orders is a net **\$0.00** cost to the District.

Change Amount: \$ (18,269.00)

Time Extension: 0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER..... **\$(33,618.00)**
TOTAL ADDITIONAL WORKING DAYS **Days: 0**

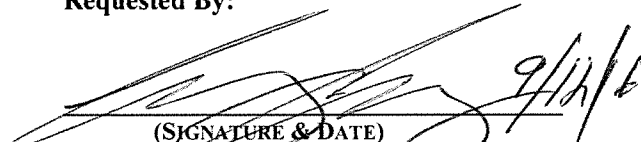
CONTRACT SUMMARY:

Original Contract Amount	\$	5,090,000.00
Net change by previous Change Order	\$	-
Net sum prior to this Change Order	\$	5,090,000.00
Amount of Change Order No. 1	\$	(33,618.00)
New Contract Sum	\$	5,056,382.00
Percentage of Change to Contract		-0.7%

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

This Change Order is hereby executed on behalf of the Board of Trustees on
19th of October, 2016

Requested By:


(SIGNATURE & DATE)
ANDERSON CHARNESKY STRUCTURAL STEEL
CRAIG CHARNESKY
353 Risco Circle
Beaumont, CA 92223

Approved By:


(SIGNATURE & DATE)
CERRITOS COLLEGE
NOORALI DELWALLA
VICE PRESIDENT OF BUSINESS SERVICES

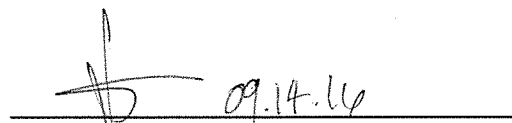
Reviewed By:


(SIGNATURE & DATE)
CERRITOS COLLEGE
DAVID C. MOORE,
DIRECTOR OF THE PHYSICAL PLANT

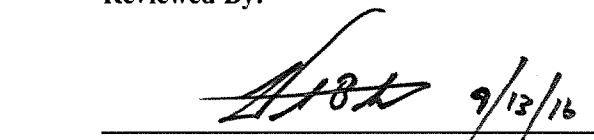
Reviewed By:


(SIGNATURE & DATE)
CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:


(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:


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

Reviewed By:


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



PROJECT: Fine Arts-CIS/Math Building / BID NO.: 14P006

DATE OF CONTRACT: December 11, 2014 / CONTRACT NO.: 14P006-05

BID CATEGORY: 05, Structural Steel & Miscellaneous Metals

DOLLAR VALUE: \$5,090,000.00

LIQUIDATED DAMAGES: \$2,500.00 per day

CONTRACTOR: Anderson Charnesky Structural Steel, Inc.

TERM: 738 Calendar Days

TIME FOR COMPLETION: _____

Anderson Charnesky Structural Steel, Inc.

Address: 353 Risco Circle, Beaumont, CA 92223
Phone: 951-769-5700
Fax: 951-769-5701

V# 0000004520

AGREEMENT

This Agreement is made and entered into this **11th day of December, 2014**, by and between the **Cerritos Community College District** ("District") and **Anderson Charnesky Structural Steel, Inc.** ("Contractor") ("Agreement").

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

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

PROJECT: **14P006, Fine Arts-CIS/Math Building**
Category 05, Structural Steel & Miscellaneous Metals
("Project")

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

2. **The Contract Documents:** The complete Agreement consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
3. **Interpretation of Contract Documents:** Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 33 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.
4. **Time for Completion:** It is hereby understood and agreed that the Work under this Project shall be completed within **SEVEN HUNDRED THIRTY-EIGHT (738) consecutive calendar days** ("Contract Time") from the date specified in the District's Notice to Proceed.
5. **Coordination of Work:** Should the Contractor fail to complete this Project, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its Work with the work of all other contractors.

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

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

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

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

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

Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.

- 12. Classification of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type **C-51** Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.
- 13. Payment of Prevailing Wages:** The Contractor and all Subcontractors under the Contractor shall pay all workers on all Work performed pursuant to this Agreement not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.
- 14. [Labor Compliance:** If the District has adopted a labor compliance program which is applicable to the Project or if the Project is subject to State labor compliance monitored and enforced by the Compliance Monitoring Unit of the Department of Industrial Relations, Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of the District's labor compliance program or State labor compliance, if applicable, including, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate certified payroll records as required by the Contract Documents, or the District cannot issue payment.]
- 15. Contract Price:** In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

Five Million Ninety Thousand and 00/100 Dollars

(\$ 5,090,000.00),

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

Fine Arts:

Two Million Seven Hundred Seventy-Seven Thousand and 00/100 Dollars	\$2,777,500.00

CIS/Math:

Two Million Three Hundred Twelve Thousand Five Hundred and 00/100 Dollars	\$2,312,500.00

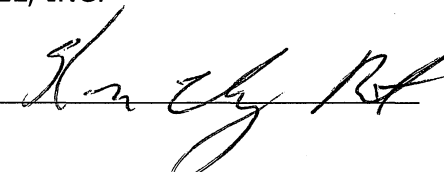
in lawful money of the United States, which sum is to be paid according to the schedule provided by the Contractor and accepted by the District and subject to additions and deductions as provided in the Contract. This amount supersedes any previously stated and/or agreed to amount(s).

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

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

CONTRACTOR

ANDERSON CHARNESKY STRUCTURAL
STEEL, INC.

By: 

Title: President

Print Name: Kevin Charnesky

DISTRICT

CERRITOS COMMUNITY COLLEGE
DISTRICT

By: 

Title: Vice President of Business Services

Print Name: Dr. David El Fattal

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

END OF DOCUMENT



Cerritos College

AMENDMENT NO. 01

To

CONTRACT NO. 14P006-05

The Agreement made and entered on **December 11, 2014** by and between the **Cerritos Community College District**, a public community college district with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650 ("District"), and **Anderson Charnesky Structural Steel, Inc.** with its principal place of business at 353 Risco Circle, Beaumont, CA 92223 ("Contractor") is **Amended** on **October 20, 2016**, as follows:

RECITALS

Whereas, District and Contractor entered into that certain Agreement dated December 11, 2014 ("Agreement"), whereby Contractor agreed to provide certain services for the **Fine Arts/CIS-Math Building Project** (Bid No. 14P006), **Category 05** ("Project");

Whereas, District and Contractor desire to amend the Agreement;

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

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

Whereas, the Project's architect-engineer of record duly inspected the work on September 6, 2016, and determined that the Contractor's work was ninety-one percent (91%) complete;

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

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

1. The retention amount specified in Section 9.3.4.1 of the General Conditions component of the Agreement and anywhere else where such retention is specified is hereby reduced from ten percent (10%) to five percent (5%).
2. Exclusive of the five percent (5%) in retention to remain withheld for the total amount due under the Agreement, District will withhold one hundred fifty percent (150%) of the value of any outstanding work to be completed and of disputed items, if any, which will ensure sufficient funds remain to complete Contractor's Project so that a Notice of Completion can be filed by the District.
3. District reserves all rights to cure any outstanding issues to be completed to ensure final completion of Contractor's Project.
4. Final completion and acceptance of the Project, including all punchlist work and outstanding issues, is subject to Board approval.
5. In all other respects, the Agreement is reaffirmed.

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

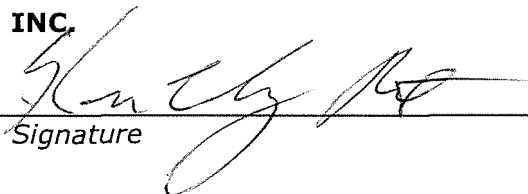
Except as, and to the extent expressly set forth in this Amendment, the parties hereby affirm the terms and provisions of, and affirm the efficacy and primacy of, the original bid documents and related Agreement for the Project. All references to the Agreement in the Agreement for the Project and in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

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

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

CONTRACTOR:
ANDERSON CHARNESKY STRUCTURAL
STEEL, INC.

By:

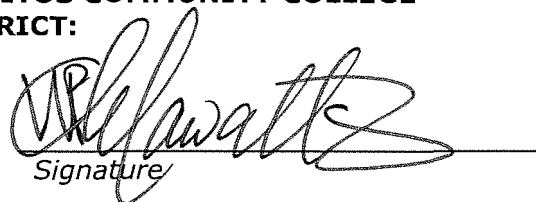

Signature

Kevin Charnesky,
President

Typed or Printed Name, & Title

CERRITOS COMMUNITY COLLEGE
DISTRICT:

By:


Signature

Noorali Delawalla,
Acting Vice President of Business
Services

Typed or Printed Name, & Title

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **January 18, 2017**

Agenda Item No. 26

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Felipe Lopez
Vice President of Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT:	Consideration of Ratification of Change Order No. 6 [Owner Added Scope, Design Errors/Omissions], (Bid No. 14P006, Category 05), Anderson Charnesky Structural Steel, Inc., Fine Arts-CIS/Math Building

ACTION

It is recommended that the Board of Trustees ratify Change Order No. 6 [Owner Added Scope, Design Errors/Omissions] in the amount of \$14,354 for the Fine Arts-CIS/Math Building project.

FISCAL IMPACT

The amount from Change Order No. 6 will be \$14,354, increasing the contract amount to \$5,198,635. Funding will be allocated from the GO Bond.

REPORT SUMMARY

On December 10, 2014, the Board awarded a contract to Anderson Charnesky Structural Steel, Inc. of Beaumont, California for the Fine Arts-CIS/Math Building project. The project was bid using a multi-prime project delivery method whereby Cerritos College bid four (4) disciplines for various elements of the project work. Category 05 represents the Structural Steel & Miscellaneous Metals element of work. Public Contract Code Section 20659 requires Board approval for a change order to a public works bid.

The total amount for the attached item in Change Order No. 6 is \$14,354. The original contract amount approved by the Board was \$5,090,000. Therefore, Change Order No. 6 is in compliance with Public Contract Code Section 20659. Change Order No. 6 is due to the owner added scope of aesthetic modifications to the architecturally exposed structural steel in the form of an acceptable level of paint finish. Additionally, Change Order No. 6 provides for the correction of design omissions through the addition of structural tube steel shims for the exterior curtainwall located along the northwest corner of the CIS/Math Building. Change Order No. 6 has been reviewed by Tilden-Coil Constructors (Construction Management); the Director of Physical Plant and Construction Services; and, the Vice President of Business Services. Please refer to the attachment for the items, details, and approvals of Change Order No. 6.

	Change Order	Date	Amount	Percentage of Change
Pending	6	January 18, 2017	\$14,354	2.1%
Pending	5	January 18, 2017	\$75,601	1.9%
	4	October 19, 2016	\$21,131	0.4%
	3	October 19, 2016	\$32,446	0.0%
	2	October 19, 2016	(\$1,279)	-0.7%
	1	October 19, 2016	(\$33,618)	-0.7%

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

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

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

Change Order No. 6 to Contract No. 14P006-05 (CIS/Math Building portion) – Anderson Charnesky Structural Steel, Inc.

Change Order No. 5 to Contract No. 14P006-05 (Fine Arts Building portion) – Anderson Charnesky Structural Steel, Inc.

Change Order No. 4 to Contract No. 14P006-05 (CIS/Math Building portion) – Anderson Charnesky Structural Steel, Inc.

Change Order No. 3 to Contract No. 14P006-05 (Fine Arts Building portion) – Anderson Charnesky Structural Steel, Inc.

Change Order No. 2 to Contract No. 14P006-05 (CIS/Math Building portion) – Anderson Charnesky Structural Steel, Inc.

Change Order No. 1 to Contract No. 14P006-05 (Fine Arts Building portion) – Anderson Charnesky Structural Steel, Inc.

Contract No. 14P006-05 – Anderson Charnesky Structural Steel, Inc.

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 06

Contract # 14P006-05

To: Anderson Charnesky Structural Steel
353 Risco Circle
Beaumont, CA 92223
Phone: (951) 769-5700
Fax: (951) 769-5701

Date: 10/26/16

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 6.01

Building: CIS / Mathematics
Description: Aesthetic modifications to Architecturally Exposed Structural Steel (AESS).
Reason: Upon review, it was determined that material and labor was required to make additional exposed steel beams and columns throughout the building aesthetically acceptable.
Benefit: Provides an acceptable level of paint finish for exposed steel members.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Owner Request

Change Amount: \$ 10,518.00

Time Extension: 0 Work days

Item 6.02

Building: CIS / Mathematics
Description: Add additional structural tube steel shims for the exterior curtainwall located along the northwest corner of the CIS / Mathematics building.
Reason: Upon review, it was determined that additional structural tube steel shims were required to be installed, to extend the width of the opening to allow for the installation of the exterior curtainwall.
Benefit: Provides increased structural support of the exterior curtainwall to the building structure.
Requested by: Hill Partnership, Inc.
CO Type: Design Omissions

Change Amount: \$3,836.00

Time Extension: 0 Work days

Project: Fine Arts & CIS Math
Contractor: Anderson Charnesky Structural Steel - Contract 14P006-05

Change Order Number: 06
Page 2 of 3

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER \$14,354.00
TOTAL ADDITIONAL WORKING DAYS Days: 0

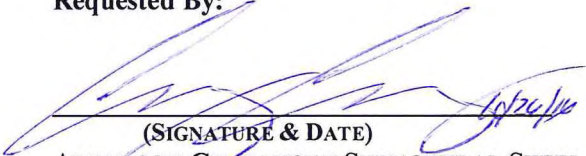
CONTRACT SUMMARY:

Original Contract Amount	\$	5,090,000.00
Net change by previous Change Order	\$	94,281.00
Net sum prior to this Change Order	\$	5,184,281.00
Amount of Change Order No. 6	\$	14,354.00
New Contract Sum	\$	5,198,635.00
Percentage of Change to Contract		2.1%

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

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

Requested By:


(SIGNATURE & DATE)
ANDERSON CHARNESKY STRUCTURAL STEEL
CRAIG CHARNESKY
353 Risco Circle
Beaumont, CA 92223

Approved By:

(SIGNATURE & DATE)
CERRITOS COLLEGE
NOORALI DELWALLA
VICE PRESIDENT OF BUSINESS SERVICES

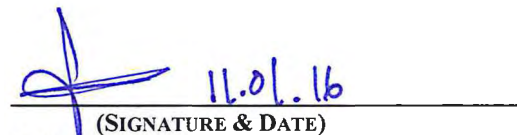
Reviewed By:


(SIGNATURE & DATE)
CERRITOS COLLEGE
DAVID C. MOORE,
DIRECTOR OF THE PHYSICAL PLANT

Reviewed By:


(SIGNATURE & DATE)
CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:


(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:


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

Reviewed By:


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

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 05

Contract # 14P006-05

To: Anderson Charnesky Structural Steel
353 Risco Circle
Beaumont, CA 92223
Phone: (951) 769-5700
Fax: (951) 769-5701

Date: 10/26/16

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 5.01

Building: Fine Arts
Description: Additional steel plate and bolt attachments for the radial bridge steel channel.
Reason: Upon review, it was determined that modifications to the radial bridge steel channel was required to allow a full structural attachment of the steel to the building structure.
Benefit: Provides a sufficient structural connection of bridge to building structure.
Requested by: Hill Partnership, Inc.
CO Type: Design Omissions

Change Amount: \$ 10,609.00

Time Extension: 0 Work days

Item 5.02

Building: Fine Arts
Description: Aesthetic modifications to Architecturally Exposed Structural Steel (AESS).
Reason: Upon review, it was determined that material and labor was required to make additional exposed steel beams and columns throughout the building aesthetically acceptable.
Benefit: Provides an acceptable level of paint finish for exposed steel members.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Owner Request

Change Amount: \$ 10,746.00

Time Extension: 0 Work days

Item 5.03

Building: Fine Arts
Description: Add five (5) steel posts to accommodate framing of proposed interior low walls in Administration and Art Gallery.
Reason: Upon review, it was required to install additional steel posts to provide additional support of the low walls required to be framed to support the proposed millwork.
Benefit: Provides increased structural support of low wall to the building structure.
Requested by: Division of State Architect (DSA)
CO Type: Agency Driven

Change Amount:..... \$ 8,598.00

Time Extension: 0 Work days

Item 5.04

Building: Fine Arts
Description: Add a steel platform and a 15' steel ladder within the west duct shaft, located on the 2nd floor of the building.
Reason: Upon review, it was determined that sufficient access was required to be added to provide future maintenance of the fire sprinkler system within the duct shaft. As a result, a steel platform and steel ladder was installed to achieve the requested access.
Benefit: Above work provides access for future maintenance of fire sprinkler system.
Requested by: Division of State Architect (DSA)
CO Type: Agency Driven

Change Amount:..... \$ 21,209.00

Time Extension: 0 Work days

Item 5.05

Building: Fine Arts
Description: Provide additional detailing to accommodate proposed measurements of steel framing for the Fine Arts building.
Reason: Upon review, it was determined that additional detailing was needed in order to provide the required measurements for the steel structure throughout the building.
Benefit: Provide the necessary detailing to accommodate the precise measurements of structural steel, prior to fabrication.
Requested by: Hill Partnership, Inc.
CO Type: Design Errors

Change Amount:..... \$ 18,209.00

Time Extension: 0 Work days

Project: Fine Arts & CIS Math
Contractor: Anderson Charnesky Structural Steel - Contract 14P006-05

Change Order Number: 05
Page 3 of 4

Item 5.06

Building: Fine Arts
Description: Provide an additional steel plate to accommodate additional framing for the exterior curtainwall, located along the east elevation of the Fine Arts building.
Reason: Upon review, it was determined that additional steel was needed to provide support of framing to the underside of decking, in order to allow for sufficient attachment of the exterior curtainwall to the underside of the bridge connecting to the Fine Arts building.
Benefit: Provide the structural support required for the exterior curtainwall.
Requested by: Hill Partnership, Inc.
CO Type: Design Errors

Change Amount:..... \$ 6,230.00

Time Extension: 0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER..... \$75,601.00

TOTAL ADDITIONAL WORKING DAYS **Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	\$	5,090,000.00
Net change by previous Change Order	\$	18,680.00
Net sum prior to this Change Order	\$	5,108,680.00
Amount of Change Order No. 5	\$	75,601.00
New Contract Sum	\$	5,184,281.00

Percentage of Change to Contract 1.9%

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

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

Requested By:



(SIGNATURE & DATE) 10/26/14

ANDERSON CHARNESKY STRUCTURAL STEEL
CRAIG CHARNESKY
353 Risco Circle
Beaumont, CA 92223

Approved By:

(SIGNATURE & DATE)

CERRITOS COLLEGE
NOORALI DELWALLA
VICE PRESIDENT OF BUSINESS SERVICES

Reviewed By:



(SIGNATURE & DATE) 11/7/2016

CERRITOS COLLEGE
DAVID C. MOORE,
DIRECTOR OF THE PHYSICAL PLANT

Reviewed By:



(SIGNATURE & DATE) 12-16-16

CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:



(SIGNATURE & DATE) 11.09.16

HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:



(SIGNATURE & DATE) 10/28/16

TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:



(SIGNATURE & DATE) 11/07/16

TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 04

Contract # 14P006-05

To: Anderson Charnesky Structural Steel
353 Risco Circle
Beaumont, CA 92223
Phone: (951) 769-5700
Fax: (951) 769-5701

Date: 8/19/16

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 4.01

Building: CIS / Mathematics
Description: Add fourteen (14) steel posts to accommodate framing of proposed interior low wall along the 2nd floor CIS offices.
Reason: Upon review, it was requested to install additional steel posts to provide additional support of the low wall required to be framed in each office.
Benefit: Provides increased structural support of low wall located in each office to the building structure.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Agency Driven

Change Amount: \$12,939.00

Time Extension: 0 Work days

Item 4.02

Building: CIS / Mathematics
Description: Provide one (1) additional gate at the roof of the CIS/ Math building, along the exterior Telescope Viewing Deck.
Reason: Upon review, it was determined that a gate system was required to be provided along the railing system of the telescoping viewing deck in order to provide ease of access to the west end of the roof, to allow future maintenance.
Benefit: Provides better access to the west end of the roof for future maintenance.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Owner Requested

Change Amount: \$ 3,869.00

Time Extension: 0 Work days

Item 4.03

Building: CIS / Mathematics
Description: Provide additional detailing, as well as an increase to steel material, to accommodate the increase of size of steel ledger angles for the CIS/ Mathematics building.
Reason: Upon review of the shop drawings, it was determined that the steel ledger angles should be upsized from 3/8" thick to 1/2" thick. This required additional detailing/drawing
Benefit: Provides sufficient structural support of steel throughout the building.
Requested by: Hill Partnership, Inc.
CO Type: Design Errors

Change Amount: \$4,323.00

Time Extension: 0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER..... \$21,131.00

TOTAL ADDITIONAL WORKING DAYS **Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	\$	5,090,000.00
Net change by previous Change Order	\$	(2,451.00)
Net sum prior to this Change Order	\$	5,087,549.00
Amount of Change Order No. 4	\$	21,131.00
New Contract Sum	\$	5,108,680.00

Percentage of Change to Contract	0.4%

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

This Change Order is hereby executed on behalf of the Board of Trustees on
19th of October, 2016

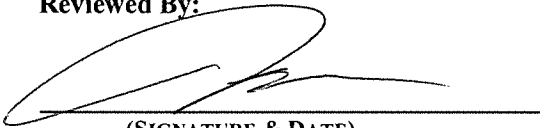
Requested By:


(SIGNATURE & DATE)
ANDERSON CHARNESKY STRUCTURAL STEEL
CRAIG CHARNESKY
353 Risco Circle
Beaumont, CA 92223

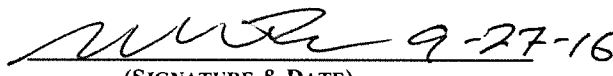
Approved By:


(SIGNATURE & DATE)
CERRITOS COLLEGE
NOORALI DELWALLA
VICE PRESIDENT OF BUSINESS SERVICES

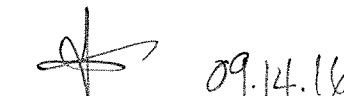
Reviewed By:


(SIGNATURE & DATE)
CERRITOS COLLEGE
DAVID C. MOORE,
DIRECTOR OF THE PHYSICAL PLANT

Reviewed By:


(SIGNATURE & DATE)
CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:


(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:


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

Reviewed By:


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

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 03

Contract # 14P006-05

To: Anderson Charnesky Structural Steel
353 Risco Circle
Beaumont, CA 92223
Phone: (951) 769-5700
Fax: (951) 769-5701

Date: 8/19/16

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 3.01

Building: Fine Arts
Description: Modifications to steel for interior stair #2.
Reason: A request was made by the Division of State Architect (DSA) to modify the steel channel beneath the mid landing of stair #2, in order to maintain a head clearance between the bottom stair tread and bottom of mid landing.
Benefit: Provides additional head clearances above and beyond required code required clearance.
Requested by: Division of State Architect (DSA)
CO Type: Agency Driven

Change Amount:.....\$ 4,183.00

Time Extension: 0 Work days

Item 3.02

Building: Fine Arts
Description: Add seven (7) steel posts to accommodate framing of proposed interior low wall in Photography Classroom.
Reason: Upon review, it was requested to install additional steel posts to provide additional support of the low wall required to be framed in the classroom.
Benefit: Provides increased structural support of low wall located in classroom to the building structure.
Requested by: Division of State Architect (DSA)
CO Type: Agency Driven

Change Amount:.....\$8,025.00

Time Extension: 0 Work days

Item 3.03

Building: Fine Arts
Description: Additional steel base plates to two (2) steel bollards at Exterior Workyard.
Reason: Upon review, it was determined that the proposed steel bollards came in conflict with the structural footing for the Exterior Workyard. As a result, base plates were added to each bollard and embedded to provide structural support of each bollard.
Benefit: Provides embedment and sufficient support of steel bollard to the structural slab of the Workyard.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Unforeseen condition

Change Amount: \$750.00

Time Extension: 0 Work days

Item 3.04

Building: Fine Arts
Description: Add two (2) 4"x 6" tube steel members to accommodate housing structure of skylight at Exterior Workyard.
Reason: Upon review, it was determined that additional steel was required to be installed in order to provide additional structural support of the proposed exterior skylight.
Benefit: Provides sufficient support for the skylight.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Owner Requested

Change Amount: \$3,024.00

Time Extension: 0 Work days

Item 3.05

Building: Fine Arts
Description: Provide additional detailing to accommodate proposed measurements of steel framing for the Fine Arts building.
Reason: Upon review, it was determined that additional detailing was needed in order to provide the required measurements, including elevations and slopes, for the steel structure throughout the building.
Benefit: Provides the necessary detailing to accommodate the precise measurements of structural steel, prior to fabrication.
Requested by: Hill Partnership, Inc.
CO Type: Design Errors

Change Amount: \$10,546.00

Time Extension: 0 Work days

Project: Fine Arts & CIS Math
Contractor: Anderson Charnesky Structural Steel - Contract 14P006-05

Change Order Number: 03
Page 3 of 4

Item 3.06

Building: Fine Arts
Description: Provide additional detailing to accommodate the proposed radius of steel framing for the exterior bridge.
Reason: Upon review, it was determined that additional detailing was needed in order to provide the required steel members related to the precise radius measurements of the exterior bridge, prior to fabrication.
Benefit: Provides the necessary detailing to accommodate the precise radius and measurements of structural steel, prior to fabrication.
Requested by: Hill Partnership, Inc.
CO Type: Design Errors

Change Amount: \$5,918.00

Time Extension: 0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER \$32,446.00

TOTAL ADDITIONAL WORKING DAYS **Days: 0**

CONTRACT SUMMARY:

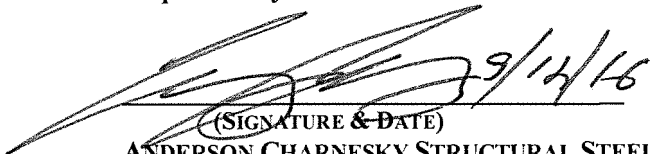
Original Contract Amount	\$	5,090,000.00
Net change by previous Change Order	\$	(34,897.00)
Net sum prior to this Change Order	\$	5,055,103.00
Amount of Change Order No. 3	\$	32,446.00
New Contract Sum	\$	5,087,549.00

Percentage of Change to Contract 0.0%

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

This Change Order is hereby executed on behalf of the Board of Trustees on
19th of October, 2016

Requested By:


(SIGNATURE & DATE)
ANDERSON CHARNESKY STRUCTURAL STEEL
CRAIG CHARNESKY
353 Risco Circle
Beaumont, CA 92223

Approved By:


(SIGNATURE & DATE)
CERRITOS COLLEGE
NOORALI DELWALLA
VICE PRESIDENT OF BUSINESS SERVICES

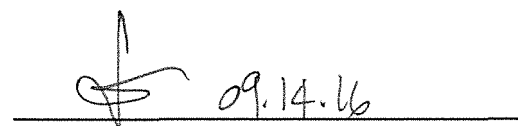
Reviewed By:


(SIGNATURE & DATE)
CERRITOS COLLEGE
DAVID C. MOORE,
DIRECTOR OF THE PHYSICAL PLANT

Reviewed By:


(SIGNATURE & DATE)
CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:


(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:


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

Reviewed By:


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

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 02

Contract # 14P006-05

To: Anderson Charnesky Structural Steel
353 Risco Circle
Beaumont, CA 92223
Phone: (951) 769-5700
Fax: (951) 769-5701

Date: September 6, 2016

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 2.01

Building: CIS Math

Description: Credit to offset the cost of the additional man hours completed to accelerate work completed by Bid Category #11 (BC 11-Metal Stud/Drywall & Plaster) prime contractor.

Reason: Additional hours were required in order to make up time impacted by ACSS (Anderson Charnesky Structural Steel) (BC 05-Structural Steel & Miscellaneous Metal). ACSS did not procure the perimeter steel columns timely, which impacted the progress of exterior framing. Reference Sierra Lathing (BC 11) Change Order #02.

Benefit: Ensured the delayed material does not affect the construction schedule.

Requested by: Tilden-Coil Constructors, Inc.

CO Type: Backcharge. The total of both change orders is a net **\$0.00** cost to the District.

Change Amount: \$ (1,279.00)

Time Extension: 0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER..... **\$ (1,279.00)**

TOTAL ADDITIONAL WORKING DAYS **Days: 0**

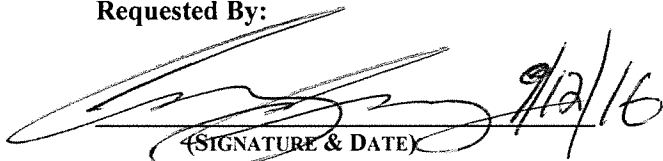
CONTRACT SUMMARY:

Original Contract Amount	\$	5,090,000.00
Net change by previous Change Order	\$	(33,618.00)
Net sum prior to this Change Order	\$	5,056,382.00
Amount of Change Order No. 1	\$	(1,279.00)
New Contract Sum	\$	5,055,103.00
Percentage of Change to Contract		-0.7%

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

This Change Order is hereby executed on behalf of the Board of Trustees on
19th of October, 2016

Requested By:


(SIGNATURE & DATE)

ANDERSON CHARNESKY STRUCTURAL STEEL
CRAIG CHARNESKY
353 Risco Circle
Beaumont, CA 92223

Approved By:


(SIGNATURE & DATE)

CERRITOS COLLEGE
NOORALI DELWALLA
VICE PRESIDENT OF BUSINESS SERVICES

Reviewed By:


(SIGNATURE & DATE)

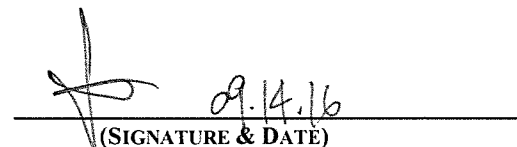
CERRITOS COLLEGE
DAVID C. MOORE,
DIRECTOR OF THE PHYSICAL PLANT

Reviewed By:


(SIGNATURE & DATE)

CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:


(SIGNATURE & DATE)

HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:


(SIGNATURE & DATE)

TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:


(SIGNATURE & DATE)

TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 01

Contract # 14P006-05

To: Anderson Charnesky Structural Steel
353 Risco Circle
Beaumont, CA 92223
Phone: (951) 769-5700
Fax: (951) 769-5701

Date: September 6, 2016

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 1.01

Building: Fine Arts
Description: Credit to offset the cost of the additional metal clips installed by Bid Category #11 (BC 11-Metal Stud/ Drywall & Plaster) prime contractor.
Reason: Anderson Charnesky Structural Steel (BC 05-Structural Steel & Miscellaneous Metal) erected the structural steel members along the west and east elevations of the building structure slightly out of allowable steel tolerances. As a result, additional metal clips were required to be installed by Sierra Lathing (BC 11) in order to allow proper attachment of the exterior metal stud framing to steel structure. Reference Sierra Lathing (BC 11) Change Order #01.
Benefit: Ensured sufficient structural attachment of framing to steel.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Backcharge. The total of both change orders is a net **\$0.00** cost to the District.

Change Amount: \$ (7,151.00)

Time Extension: 0 Work days

Item 1.02

Building: Fine Arts
Description: Credit to offset the cost of the additional man hours completed to accelerate work completed by Bid Category #11 (BC 11-Metal Stud/ Drywall & Plaster) prime contractor.
Reason: Additional hours were required by Sierra Lathing (BC 11) in order to make up time impacted by ACSS (Anderson Charnesky Structural Steel) (BC 05-Structural Steel & Miscellaneous Metal). ACSS did not have the perimeter steel columns timely, which impacted the progress of exterior framing. Reference Sierra Lathing (BC 11) Change Order #01.
Benefit: Ensured the delayed material does not affect the construction schedule.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Backcharge. The total of both change orders is a net **\$0.00** cost to the District.

Change Amount: \$ (8,198.00)

Time Extension: 0 Work days

Item 1.05

Building: Fine Arts
 Description: This is a credit to offset the cost of additional layer of drywall required along west elevation of building installed by Bid Category #11 (BC 11-Metal Stud/ Drywall & Plaster) prime contractor.
 Reason: Anderson Charnesky Structural Steel (BC 05-Structural Steel & Miscellaneous Metal) erected the steel members on the west elevation of the structure slightly out of allowable tolerance. As a result, an additional layer of drywall was required to be installed by Sierra Lathing (BC 11). Reference Sierra Lathing (BC 11) Change Order #01.
 Benefit: Ensured the interior perimeter walls on west elevation are plumb.
 Requested by: Tilden-Coil Constructors, Inc.
 CO Type: Backcharge. The total of both change orders is a net **\$0.00** cost to the District.

Change Amount: \$ (18,269.00)

Time Extension: 0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER..... **\$(33,618.00)**
TOTAL ADDITIONAL WORKING DAYS **Days: 0**

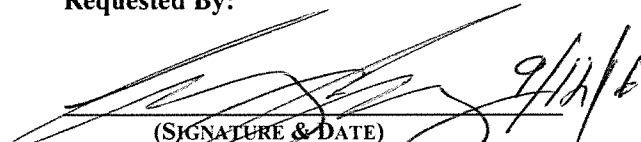
CONTRACT SUMMARY:

Original Contract Amount	\$	5,090,000.00
Net change by previous Change Order	\$	-
Net sum prior to this Change Order	\$	5,090,000.00
Amount of Change Order No. 1	\$	(33,618.00)
New Contract Sum	\$	5,056,382.00
Percentage of Change to Contract		-0.7%

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

This Change Order is hereby executed on behalf of the Board of Trustees on
19th of October, 2016

Requested By:


(SIGNATURE & DATE)
ANDERSON CHARNESKY STRUCTURAL STEEL
CRAIG CHARNESKY
353 Risco Circle
Beaumont, CA 92223

Approved By:


(SIGNATURE & DATE)
CERRITOS COLLEGE
NOORALI DELWALLA
VICE PRESIDENT OF BUSINESS SERVICES

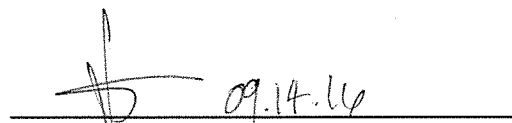
Reviewed By:


(SIGNATURE & DATE)
CERRITOS COLLEGE
DAVID C. MOORE,
DIRECTOR OF THE PHYSICAL PLANT

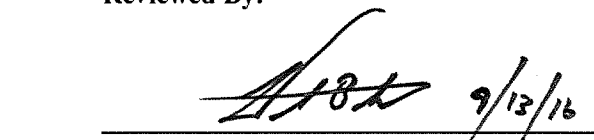
Reviewed By:


(SIGNATURE & DATE)
CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:


(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:


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

Reviewed By:


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



PROJECT: Fine Arts-CIS/Math Building / BID NO.: 14P006

DATE OF CONTRACT: December 11, 2014 / CONTRACT NO.: 14P006-05

BID CATEGORY: 05, Structural Steel & Miscellaneous Metals

DOLLAR VALUE: \$5,090,000.00

LIQUIDATED DAMAGES: \$2,500.00 per day

CONTRACTOR: Anderson Charnesky Structural Steel, Inc.

TERM: 738 Calendar Days

TIME FOR COMPLETION: _____

Anderson Charnesky Structural Steel, Inc.

Address: 353 Risco Circle, Beaumont, CA 92223
Phone: 951-769-5700
Fax: 951-769-5701

V# 0000004520

AGREEMENT

This Agreement is made and entered into this **11th day of December, 2014**, by and between the **Cerritos Community College District** ("District") and **Anderson Charnesky Structural Steel, Inc.** ("Contractor") ("Agreement").

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

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

PROJECT: **14P006, Fine Arts-CIS/Math Building**
Category 05, Structural Steel & Miscellaneous Metals
("Project")

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

2. **The Contract Documents:** The complete Agreement consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
3. **Interpretation of Contract Documents:** Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 33 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.
4. **Time for Completion:** It is hereby understood and agreed that the Work under this Project shall be completed within **SEVEN HUNDRED THIRTY-EIGHT (738) consecutive calendar days** ("Contract Time") from the date specified in the District's Notice to Proceed.
5. **Coordination of Work:** Should the Contractor fail to complete this Project, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its Work with the work of all other contractors.

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

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

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

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

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

Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.

- 12. Classification of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type **C-51** Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.
- 13. Payment of Prevailing Wages:** The Contractor and all Subcontractors under the Contractor shall pay all workers on all Work performed pursuant to this Agreement not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.
- 14. [Labor Compliance:** If the District has adopted a labor compliance program which is applicable to the Project or if the Project is subject to State labor compliance monitored and enforced by the Compliance Monitoring Unit of the Department of Industrial Relations, Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of the District's labor compliance program or State labor compliance, if applicable, including, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate certified payroll records as required by the Contract Documents, or the District cannot issue payment.]
- 15. Contract Price:** In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

Five Million Ninety Thousand and 00/100 Dollars

(\$ 5,090,000.00),

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

Fine Arts:

Two Million Seven Hundred Seventy-Seven Thousand and 00/100 Dollars	\$2,777,500.00

CIS/Math:

Two Million Three Hundred Twelve Thousand Five Hundred and 00/100 Dollars	\$2,312,500.00

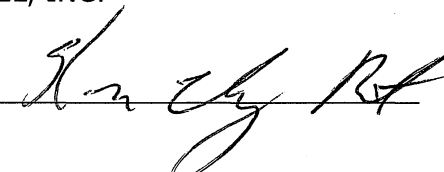
in lawful money of the United States, which sum is to be paid according to the schedule provided by the Contractor and accepted by the District and subject to additions and deductions as provided in the Contract. This amount supersedes any previously stated and/or agreed to amount(s).

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

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

CONTRACTOR

ANDERSON CHARNESKY STRUCTURAL
STEEL, INC.

By: 

Title: President

Print Name: Kevin Charnesky

DISTRICT

CERRITOS COMMUNITY COLLEGE
DISTRICT

By: 

Title: Vice President of Business Services

Print Name: Dr. David El Fattal

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

END OF DOCUMENT



Cerritos College

AMENDMENT NO. 01

To

CONTRACT NO. 14P006-05

The Agreement made and entered on **December 11, 2014** by and between the **Cerritos Community College District**, a public community college district with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650 ("District"), and **Anderson Charnesky Structural Steel, Inc.** with its principal place of business at 353 Risco Circle, Beaumont, CA 92223 ("Contractor") is **Amended** on **October 20, 2016**, as follows:

RECITALS

Whereas, District and Contractor entered into that certain Agreement dated December 11, 2014 ("Agreement"), whereby Contractor agreed to provide certain services for the **Fine Arts/CIS-Math Building Project** (Bid No. 14P006), **Category 05** ("Project");

Whereas, District and Contractor desire to amend the Agreement;

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

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

Whereas, the Project's architect-engineer of record duly inspected the work on September 6, 2016, and determined that the Contractor's work was ninety-one percent (91%) complete;

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

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

1. The retention amount specified in Section 9.3.4.1 of the General Conditions component of the Agreement and anywhere else where such retention is specified is hereby reduced from ten percent (10%) to five percent (5%).
2. Exclusive of the five percent (5%) in retention to remain withheld for the total amount due under the Agreement, District will withhold one hundred fifty percent (150%) of the value of any outstanding work to be completed and of disputed items, if any, which will ensure sufficient funds remain to complete Contractor's Project so that a Notice of Completion can be filed by the District.
3. District reserves all rights to cure any outstanding issues to be completed to ensure final completion of Contractor's Project.
4. Final completion and acceptance of the Project, including all punchlist work and outstanding issues, is subject to Board approval.
5. In all other respects, the Agreement is reaffirmed.

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

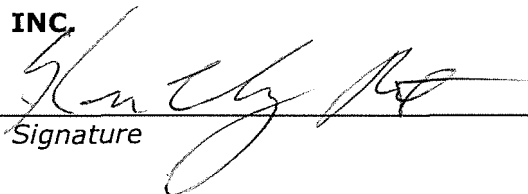
Except as, and to the extent expressly set forth in this Amendment, the parties hereby affirm the terms and provisions of, and affirm the efficacy and primacy of, the original bid documents and related Agreement for the Project. All references to the Agreement in the Agreement for the Project and in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

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

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

CONTRACTOR:
ANDERSON CHARNESKY STRUCTURAL
STEEL, INC.

By:

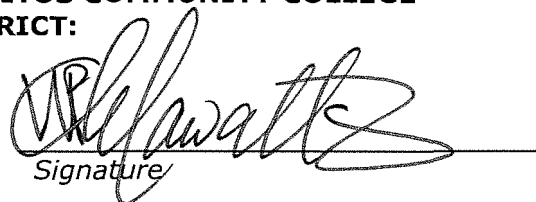

Signature

Kevin Charnesky,
President

Typed or Printed Name, & Title

CERRITOS COMMUNITY COLLEGE
DISTRICT:

By:


Signature

Noorali Delawalla,
Acting Vice President of Business
Services

Typed or Printed Name, & Title

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **January 18, 2017**

Agenda Item No. 27

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Felipe Lopez
Vice President of Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT:	Consideration of Ratification of Change Order No. 7 [Deductive Credit], (Bid No. 14P006, Category 05), Anderson Charnesky Structural Steel, Inc., Fine Arts-CIS/Math Building

ACTION

It is recommended that the Board of Trustees ratify Change Order No. 7 [Deductive Credit] in the deductive amount of \$5,077 for the Fine Arts-CIS/Math Building project.

FISCAL IMPACT

The deductive amount from Change Order No. 7 will be \$5,077, decreasing the contract amount to \$5,193,558. Funding will be reallocated to the GO Bond.

REPORT SUMMARY

On December 10, 2014, the Board awarded a contract to Anderson Charnesky Structural Steel, Inc. of Beaumont, California for the Fine Arts-CIS/Math Building project. The project was bid using a multi-prime project delivery method whereby Cerritos College bid four (4) disciplines for various elements of the project work. Category 05 represents the Structural Steel & Miscellaneous Metals element of work. Public Contract Code Section 20659 requires Board approval for a change order to a public works bid.

The total deductive amount for the attached item in Change Order No. 7 is \$5,077. The original contract amount approved by the Board was \$5,090,000. Therefore, Change Order No. 7 is in compliance with Public Contract Code Section 20659. Change Order No. 7 is due to the additional labor and material provided by Anderson Charnesky Structural Steel, Inc. to accommodate the incorrectly placed steel embeds and bearing plates at the Fine Arts building on behalf of Rocky Coast Builders, Inc.; this can be referenced per the submitted Change Order No. 8 by Rocky Coast Builders, Inc. Also, Anderson Charnesky Structural Steel, Inc. incorrectly installed a structural steel support which was corrected through an additional concrete pour at the Fine Arts Building roof by Rocky Coast Builders, Inc. resulting in a credit; this can also be referenced per the submitted Change Order No. 8 by Rocky Coast Builders, Inc. Additionally, Anderson Charnesky Structural Steel, Inc. is issuing a credit to offset the cost of additional labor on behalf of Rocky Coast Builders, Inc. to accommodate the installation of structural steel columns on the Fine Arts building that were not procured in a timely manner by Anderson Charnesky Structural Steel, Inc.; this can be referenced per the submitted Change Order No. 8 by Rocky Coast Builders, Inc.

Change Order No. 7 has been reviewed by Tilden-Coil Constructors (Construction Management); the Director of Physical Plant and Construction Services; and, the Vice President of Business Services. Please refer to the attachment for the items, details, and approvals of Change Order No. 7.

	Change Order	Date	Amount	Percentage of Change
Pending	7	January 18, 2017	(\$5,077)	2.0%
Pending	6	January 18, 2017	\$14,354	2.1%
Pending	5	January 18, 2017	\$75,601	1.9%
	4	October 19, 2016	\$21,131	0.4%
	3	October 19, 2016	\$32,446	0.0%
	2	October 19, 2016	(\$1,279)	-0.7%
	1	October 19, 2016	(\$33,618)	-0.7%

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

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

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

Change Order No. 7 to Contract No. 14P006-05 (Fine Arts Building portion) – Anderson Charnesky Structural Steel, Inc.

Change Order No. 6 to Contract No. 14P006-05 (CIS/Math Building portion) – Anderson Charnesky Structural Steel, Inc.

Change Order No. 5 to Contract No. 14P006-05 (Fine Arts Building portion) – Anderson Charnesky Structural Steel, Inc.

Change Order No. 4 to Contract No. 14P006-05 (CIS/Math Building portion) – Anderson Charnesky Structural Steel, Inc.

Change Order No. 3 to Contract No. 14P006-05 (Fine Arts Building portion) – Anderson Charnesky Structural Steel, Inc.

Change Order No. 2 to Contract No. 14P006-05 (CIS/Math Building portion) – Anderson Charnesky Structural Steel, Inc.

Change Order No. 1 to Contract No. 14P006-05 (Fine Arts Building portion) – Anderson Charnesky Structural Steel, Inc.

Contract No. 14P006-05 – Anderson Charnesky Structural Steel, Inc.

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 07

Contract # 14P006-05

To: Anderson Charnesky Structural Steel
353 Risco Circle
Beaumont, CA 92223
Phone: (951) 769-5700
Fax: (951) 769-5701

Date: 10/26/16

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 7.01

Building: Fine Arts

Description: Additional labor and material to accommodate incorrectly placed steel embeds and bearing plates on behalf of Bid Category #04 (BC 04-Structural & Site Concrete) prime contractor.

Reason: Rocky Coast Builders (BC 04) set various steel embeds and bearing plates in incorrect locations on shear walls. As a result additional material was installed by Anderson Charnesky Structural Steel (BC 05-Structural Steel & Miscellaneous Metals) prime contractor. Reference Rocky Coast Builders (BC 04) deductive Change Order #08.

Benefit: Ensures accurate placement of structural steel members.

Requested by: Tilden-Coil Constructors, Inc.

CO Type: Backcharge. The total of both change orders is a net **\$0.00** cost to the District.

Change Amount:..... \$ 6,907.00

Time Extension: 0 Work days

Item 7.02

Building: Fine Arts

Description: Credit to offset the cost of additional concrete pour at roof performed by Bid Category #04 (BC 04-Structural & Site Concrete) prime contractor.

Reason: Upon review an incorrect structural steel member was installed by Anderson Charnesky Structural Steel (BC 05). As a result an additional concrete pour had to be scheduled for a later date by Rocky Coast Builders (BC 04-Structural & Site Concrete) to allow correction of structural steel. Reference Rocky Coast Builders (BC 04) deductive Change Order #08.

Benefit: Ensures sufficient structural support for concrete deck.

Requested by: Tilden-Coil Constructors, Inc.

CO Type: Backcharge. The total of both change orders is a net **\$0.00** cost to the District.

Change Amount:..... \$ (8,897.00)

Time Extension: 0 Work days

Project: Fine Arts & CIS Math
Contractor: Anderson Charnesky Structural Steel - Contract 14P006-05

Change Order Number: 07
Page 2 of 3

Item 7.03

Building: Fine Arts
Description: Credit to offset the cost of additional labor performed by Bid Category #04 (BC 04-Structural & Site Concrete) prime contractor.
Reason: Additional labor was required to accommodate the installation of structural steel columns that were not procured in a timely matter. Reference Rocky Coast Builders (BC 04) deductive Change Order #08.
Benefit: Ensures the delayed material does not affect the construction schedule.
Requested By: Tilden-Coil Constructors, Inc.
CO Type: Backcharge. The total of both change orders is a net \$0.00 cost to the District.

Change Amount:..... \$ (3,087.00)

Time Extension: 0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER..... **\$ (5,077.00)**

TOTAL ADDITIONAL WORKING DAYS **Days: 0**

CONTRACT SUMMARY:

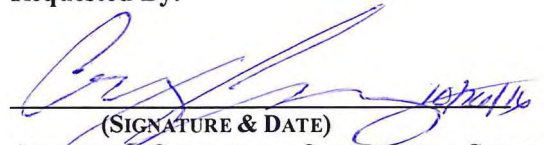
Original Contract Amount	\$	5,090,000.00
Net change by previous Change Order	\$	108,635.00
Net sum prior to this Change Order	\$	5,198,635.00
Amount of Change Order No. 7	\$	(5,077.00)
New Contract Sum	\$	5,193,558.00

Percentage of Change to Contract	2.0%

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

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

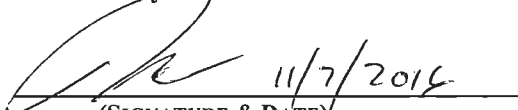
Requested By:


(SIGNATURE & DATE)
ANDERSON CHARNESKY STRUCTURAL STEEL
CRAIG CHARNESKY
353 Risco Circle
Beaumont, CA 92223

Approved By:

(SIGNATURE & DATE)
CERRITOS COLLEGE
NOORALI DELWALLA
VICE PRESIDENT OF BUSINESS SERVICES

Reviewed By:


(SIGNATURE & DATE) 11/7/2016
CERRITOS COLLEGE
DAVID C. MOORE,
DIRECTOR OF THE PHYSICAL PLANT

Reviewed By:


(SIGNATURE & DATE) 12-16-16
CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:


(SIGNATURE & DATE) 11.01.16
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:


(SIGNATURE & DATE) 10/28/16
TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:


(SIGNATURE & DATE) 11/07/16
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 06

Contract # 14P006-05

To: Anderson Charnesky Structural Steel
353 Risco Circle
Beaumont, CA 92223
Phone: (951) 769-5700
Fax: (951) 769-5701

Date: 10/26/16

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 6.01

Building: CIS / Mathematics
Description: Aesthetic modifications to Architecturally Exposed Structural Steel (AESS).
Reason: Upon review, it was determined that material and labor was required to make additional exposed steel beams and columns throughout the building aesthetically acceptable.
Benefit: Provides an acceptable level of paint finish for exposed steel members.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Owner Request

Change Amount: \$ 10,518.00

Time Extension: 0 Work days

Item 6.02

Building: CIS / Mathematics
Description: Add additional structural tube steel shims for the exterior curtainwall located along the northwest corner of the CIS / Mathematics building.
Reason: Upon review, it was determined that additional structural tube steel shims were required to be installed, to extend the width of the opening to allow for the installation of the exterior curtainwall.
Benefit: Provides increased structural support of the exterior curtainwall to the building structure.
Requested by: Hill Partnership, Inc.
CO Type: Design Omissions

Change Amount: \$3,836.00

Time Extension: 0 Work days

Project: Fine Arts & CIS Math
Contractor: Anderson Charnesky Structural Steel - Contract 14P006-05

Change Order Number: 06
Page 2 of 3

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER \$14,354.00
TOTAL ADDITIONAL WORKING DAYS Days: 0

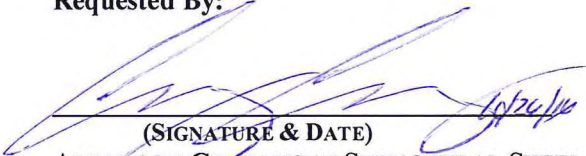
CONTRACT SUMMARY:

Original Contract Amount	\$	5,090,000.00
Net change by previous Change Order	\$	94,281.00
Net sum prior to this Change Order	\$	5,184,281.00
Amount of Change Order No. 6	\$	14,354.00
New Contract Sum	\$	5,198,635.00
Percentage of Change to Contract		2.1%

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

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

Requested By:


(SIGNATURE & DATE)
ANDERSON CHARNESKY STRUCTURAL STEEL
CRAIG CHARNESKY
353 Risco Circle
Beaumont, CA 92223

Approved By:

(SIGNATURE & DATE)
CERRITOS COLLEGE
NOORALI DELWALLA
VICE PRESIDENT OF BUSINESS SERVICES

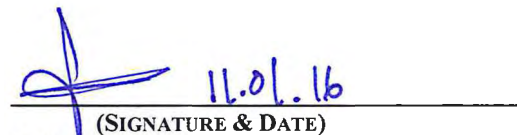
Reviewed By:


(SIGNATURE & DATE)
CERRITOS COLLEGE
DAVID C. MOORE,
DIRECTOR OF THE PHYSICAL PLANT

Reviewed By:


(SIGNATURE & DATE)
CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:


(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:


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

Reviewed By:


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

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 05

Contract # 14P006-05

To: Anderson Charnesky Structural Steel
353 Risco Circle
Beaumont, CA 92223
Phone: (951) 769-5700
Fax: (951) 769-5701

Date: 10/26/16

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 5.01

Building: Fine Arts
Description: Additional steel plate and bolt attachments for the radial bridge steel channel.
Reason: Upon review, it was determined that modifications to the radial bridge steel channel was required to allow a full structural attachment of the steel to the building structure.
Benefit: Provides a sufficient structural connection of bridge to building structure.
Requested by: Hill Partnership, Inc.
CO Type: Design Omissions

Change Amount: \$ 10,609.00

Time Extension: 0 Work days

Item 5.02

Building: Fine Arts
Description: Aesthetic modifications to Architecturally Exposed Structural Steel (AESS).
Reason: Upon review, it was determined that material and labor was required to make additional exposed steel beams and columns throughout the building aesthetically acceptable.
Benefit: Provides an acceptable level of paint finish for exposed steel members.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Owner Request

Change Amount: \$ 10,746.00

Time Extension: 0 Work days

Item 5.03

Building: Fine Arts
Description: Add five (5) steel posts to accommodate framing of proposed interior low walls in Administration and Art Gallery.
Reason: Upon review, it was required to install additional steel posts to provide additional support of the low walls required to be framed to support the proposed millwork.
Benefit: Provides increased structural support of low wall to the building structure.
Requested by: Division of State Architect (DSA)
CO Type: Agency Driven

Change Amount:..... \$ 8,598.00

Time Extension: 0 Work days

Item 5.04

Building: Fine Arts
Description: Add a steel platform and a 15' steel ladder within the west duct shaft, located on the 2nd floor of the building.
Reason: Upon review, it was determined that sufficient access was required to be added to provide future maintenance of the fire sprinkler system within the duct shaft. As a result, a steel platform and steel ladder was installed to achieve the requested access.
Benefit: Above work provides access for future maintenance of fire sprinkler system.
Requested by: Division of State Architect (DSA)
CO Type: Agency Driven

Change Amount:..... \$ 21,209.00

Time Extension: 0 Work days

Item 5.05

Building: Fine Arts
Description: Provide additional detailing to accommodate proposed measurements of steel framing for the Fine Arts building.
Reason: Upon review, it was determined that additional detailing was needed in order to provide the required measurements for the steel structure throughout the building.
Benefit: Provide the necessary detailing to accommodate the precise measurements of structural steel, prior to fabrication.
Requested by: Hill Partnership, Inc.
CO Type: Design Errors

Change Amount:..... \$ 18,209.00

Time Extension: 0 Work days

Project: Fine Arts & CIS Math
Contractor: Anderson Charnesky Structural Steel - Contract 14P006-05

Change Order Number: 05
Page 3 of 4

Item 5.06

Building: Fine Arts
Description: Provide an additional steel plate to accommodate additional framing for the exterior curtainwall, located along the east elevation of the Fine Arts building.
Reason: Upon review, it was determined that additional steel was needed to provide support of framing to the underside of decking, in order to allow for sufficient attachment of the exterior curtainwall to the underside of the bridge connecting to the Fine Arts building.
Benefit: Provide the structural support required for the exterior curtainwall.
Requested by: Hill Partnership, Inc.
CO Type: Design Errors

Change Amount:..... \$ 6,230.00

Time Extension: 0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER..... \$75,601.00

TOTAL ADDITIONAL WORKING DAYS **Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	\$	5,090,000.00
Net change by previous Change Order	\$	18,680.00
Net sum prior to this Change Order	\$	5,108,680.00
Amount of Change Order No. 5	\$	75,601.00
New Contract Sum	\$	5,184,281.00

Percentage of Change to Contract 1.9%

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

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

Requested By:



(SIGNATURE & DATE)

ANDERSON CHARNESKY STRUCTURAL STEEL
CRAIG CHARNESKY
353 Risco Circle
Beaumont, CA 92223

Approved By:

(SIGNATURE & DATE)

CERRITOS COLLEGE
NOORALI DELWALLA
VICE PRESIDENT OF BUSINESS SERVICES

Reviewed By:



(SIGNATURE & DATE)

CERRITOS COLLEGE
DAVID C. MOORE,
DIRECTOR OF THE PHYSICAL PLANT

Reviewed By:



(SIGNATURE & DATE)

CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:



(SIGNATURE & DATE)

HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:



(SIGNATURE & DATE)

TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:



(SIGNATURE & DATE)

TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 04

Contract # 14P006-05

To: Anderson Charnesky Structural Steel
353 Risco Circle
Beaumont, CA 92223
Phone: (951) 769-5700
Fax: (951) 769-5701

Date: 8/19/16

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 4.01

Building: CIS / Mathematics
Description: Add fourteen (14) steel posts to accommodate framing of proposed interior low wall along the 2nd floor CIS offices.
Reason: Upon review, it was requested to install additional steel posts to provide additional support of the low wall required to be framed in each office.
Benefit: Provides increased structural support of low wall located in each office to the building structure.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Agency Driven

Change Amount: \$12,939.00

Time Extension: 0 Work days

Item 4.02

Building: CIS / Mathematics
Description: Provide one (1) additional gate at the roof of the CIS/ Math building, along the exterior Telescope Viewing Deck.
Reason: Upon review, it was determined that a gate system was required to be provided along the railing system of the telescoping viewing deck in order to provide ease of access to the west end of the roof, to allow future maintenance.
Benefit: Provides better access to the west end of the roof for future maintenance.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Owner Requested

Change Amount: \$ 3,869.00

Time Extension: 0 Work days

Item 4.03

Building: CIS / Mathematics
Description: Provide additional detailing, as well as an increase to steel material, to accommodate the increase of size of steel ledger angles for the CIS/ Mathematics building.
Reason: Upon review of the shop drawings, it was determined that the steel ledger angles should be upsized from 3/8" thick to 1/2" thick. This required additional detailing/drawing
Benefit: Provides sufficient structural support of steel throughout the building.
Requested by: Hill Partnership, Inc.
CO Type: Design Errors

Change Amount: \$4,323.00

Time Extension: 0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER..... \$21,131.00

TOTAL ADDITIONAL WORKING DAYS **Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	\$	5,090,000.00
Net change by previous Change Order	\$	(2,451.00)
Net sum prior to this Change Order	\$	5,087,549.00
Amount of Change Order No. 4	\$	21,131.00
New Contract Sum	\$	5,108,680.00

Percentage of Change to Contract	0.4%

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

This Change Order is hereby executed on behalf of the Board of Trustees on
19th of October, 2016

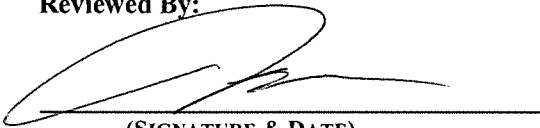
Requested By:


(SIGNATURE & DATE)
ANDERSON CHARNESKY STRUCTURAL STEEL
CRAIG CHARNESKY
353 Risco Circle
Beaumont, CA 92223

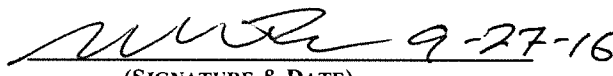
Approved By:


(SIGNATURE & DATE)
CERRITOS COLLEGE
NOORALI DELWALLA
VICE PRESIDENT OF BUSINESS SERVICES

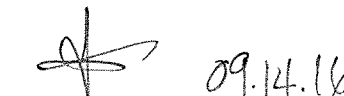
Reviewed By:


(SIGNATURE & DATE)
CERRITOS COLLEGE
DAVID C. MOORE,
DIRECTOR OF THE PHYSICAL PLANT

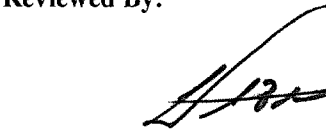
Reviewed By:


(SIGNATURE & DATE)
CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:


(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:


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

Reviewed By:


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

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 03

Contract # 14P006-05

To: Anderson Charnesky Structural Steel
353 Risco Circle
Beaumont, CA 92223
Phone: (951) 769-5700
Fax: (951) 769-5701

Date: 8/19/16

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 3.01

Building: Fine Arts
Description: Modifications to steel for interior stair #2.
Reason: A request was made by the Division of State Architect (DSA) to modify the steel channel beneath the mid landing of stair #2, in order to maintain a head clearance between the bottom stair tread and bottom of mid landing.
Benefit: Provides additional head clearances above and beyond required code required clearance.
Requested by: Division of State Architect (DSA)
CO Type: Agency Driven

Change Amount:.....\$ 4,183.00

Time Extension: 0 Work days

Item 3.02

Building: Fine Arts
Description: Add seven (7) steel posts to accommodate framing of proposed interior low wall in Photography Classroom.
Reason: Upon review, it was requested to install additional steel posts to provide additional support of the low wall required to be framed in the classroom.
Benefit: Provides increased structural support of low wall located in classroom to the building structure.
Requested by: Division of State Architect (DSA)
CO Type: Agency Driven

Change Amount:.....\$8,025.00

Time Extension: 0 Work days

Item 3.03

Building: Fine Arts
Description: Additional steel base plates to two (2) steel bollards at Exterior Workyard.
Reason: Upon review, it was determined that the proposed steel bollards came in conflict with the structural footing for the Exterior Workyard. As a result, base plates were added to each bollard and embedded to provide structural support of each bollard.
Benefit: Provides embedment and sufficient support of steel bollard to the structural slab of the Workyard.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Unforeseen condition

Change Amount: \$750.00

Time Extension: 0 Work days

Item 3.04

Building: Fine Arts
Description: Add two (2) 4"x 6" tube steel members to accommodate housing structure of skylight at Exterior Workyard.
Reason: Upon review, it was determined that additional steel was required to be installed in order to provide additional structural support of the proposed exterior skylight.
Benefit: Provides sufficient support for the skylight.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Owner Requested

Change Amount: \$3,024.00

Time Extension: 0 Work days

Item 3.05

Building: Fine Arts
Description: Provide additional detailing to accommodate proposed measurements of steel framing for the Fine Arts building.
Reason: Upon review, it was determined that additional detailing was needed in order to provide the required measurements, including elevations and slopes, for the steel structure throughout the building.
Benefit: Provides the necessary detailing to accommodate the precise measurements of structural steel, prior to fabrication.
Requested by: Hill Partnership, Inc.
CO Type: Design Errors

Change Amount: \$10,546.00

Time Extension: 0 Work days

Project: Fine Arts & CIS Math
Contractor: Anderson Charnesky Structural Steel - Contract 14P006-05

Change Order Number: 03
Page 3 of 4

Item 3.06

Building: Fine Arts
Description: Provide additional detailing to accommodate the proposed radius of steel framing for the exterior bridge.
Reason: Upon review, it was determined that additional detailing was needed in order to provide the required steel members related to the precise radius measurements of the exterior bridge, prior to fabrication.
Benefit: Provides the necessary detailing to accommodate the precise radius and measurements of structural steel, prior to fabrication.
Requested by: Hill Partnership, Inc.
CO Type: Design Errors

Change Amount: \$5,918.00

Time Extension: 0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER \$32,446.00

TOTAL ADDITIONAL WORKING DAYS **Days: 0**

CONTRACT SUMMARY:

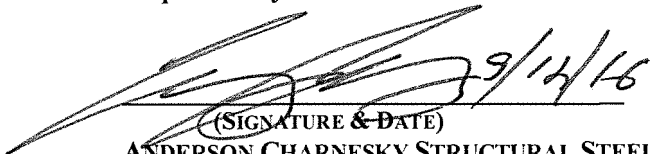
Original Contract Amount	\$	5,090,000.00
Net change by previous Change Order	\$	(34,897.00)
Net sum prior to this Change Order	\$	5,055,103.00
Amount of Change Order No. 3	\$	32,446.00
New Contract Sum	\$	5,087,549.00

Percentage of Change to Contract 0.0%

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

This Change Order is hereby executed on behalf of the Board of Trustees on
19th of October, 2016

Requested By:


(SIGNATURE & DATE)
ANDERSON CHARNESKY STRUCTURAL STEEL
CRAIG CHARNESKY
353 Risco Circle
Beaumont, CA 92223

Approved By:


(SIGNATURE & DATE)
CERRITOS COLLEGE
NOORALI DELWALLA
VICE PRESIDENT OF BUSINESS SERVICES

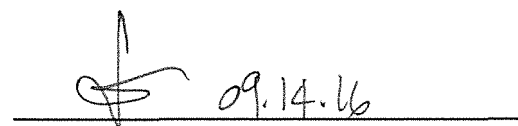
Reviewed By:


(SIGNATURE & DATE)
CERRITOS COLLEGE
DAVID C. MOORE,
DIRECTOR OF THE PHYSICAL PLANT

Reviewed By:


(SIGNATURE & DATE)
CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:


(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:


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

Reviewed By:


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

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 02

Contract # 14P006-05

To: Anderson Charnesky Structural Steel
353 Risco Circle
Beaumont, CA 92223
Phone: (951) 769-5700
Fax: (951) 769-5701

Date: September 6, 2016

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 2.01

Building: CIS Math

Description: Credit to offset the cost of the additional man hours completed to accelerate work completed by Bid Category #11 (BC 11-Metal Stud/Drywall & Plaster) prime contractor.

Reason: Additional hours were required in order to make up time impacted by ACSS (Anderson Charnesky Structural Steel) (BC 05-Structural Steel & Miscellaneous Metal). ACSS did not procure the perimeter steel columns timely, which impacted the progress of exterior framing. Reference Sierra Lathing (BC 11) Change Order #02.

Benefit: Ensured the delayed material does not affect the construction schedule.

Requested by: Tilden-Coil Constructors, Inc.

CO Type: Backcharge. The total of both change orders is a net **\$0.00** cost to the District.

Change Amount: \$ (1,279.00)

Time Extension: 0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER..... **\$ (1,279.00)**

TOTAL ADDITIONAL WORKING DAYS **Days: 0**

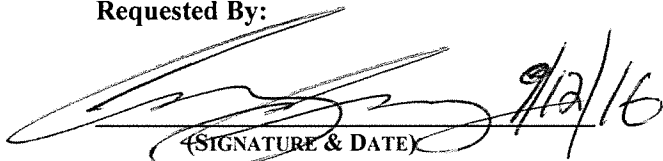
CONTRACT SUMMARY:

Original Contract Amount	\$	5,090,000.00
Net change by previous Change Order	\$	(33,618.00)
Net sum prior to this Change Order	\$	5,056,382.00
Amount of Change Order No. 1	\$	(1,279.00)
New Contract Sum	\$	5,055,103.00
Percentage of Change to Contract		-0.7%

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

This Change Order is hereby executed on behalf of the Board of Trustees on
19th of October, 2016

Requested By:


(SIGNATURE & DATE)

ANDERSON CHARNESKY STRUCTURAL STEEL
CRAIG CHARNESKY
353 Risco Circle
Beaumont, CA 92223

Approved By:


(SIGNATURE & DATE)

CERRITOS COLLEGE
NOORALI DELWALLA
VICE PRESIDENT OF BUSINESS SERVICES

Reviewed By:


(SIGNATURE & DATE)

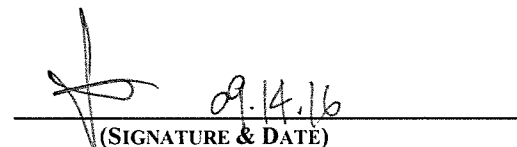
CERRITOS COLLEGE
DAVID C. MOORE,
DIRECTOR OF THE PHYSICAL PLANT

Reviewed By:


(SIGNATURE & DATE)

CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:


(SIGNATURE & DATE)

HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:


(SIGNATURE & DATE)

TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:


(SIGNATURE & DATE)

TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 01

Contract # 14P006-05

To: Anderson Charnesky Structural Steel
353 Risco Circle
Beaumont, CA 92223
Phone: (951) 769-5700
Fax: (951) 769-5701

Date: September 6, 2016

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 1.01

Building: Fine Arts

Description: Credit to offset the cost of the additional metal clips installed by Bid Category #11 (BC 11-Metal Stud/ Drywall & Plaster) prime contractor.

Reason: Anderson Charnesky Structural Steel (BC 05-Structural Steel & Miscellaneous Metal) erected the structural steel members along the west and east elevations of the building structure slightly out of allowable steel tolerances. As a result, additional metal clips were required to be installed by Sierra Lathing (BC 11) in order to allow proper attachment of the exterior metal stud framing to steel structure. Reference Sierra Lathing (BC 11) Change Order #01.

Benefit: Ensured sufficient structural attachment of framing to steel.

Requested by: Tilden-Coil Constructors, Inc.

CO Type: Backcharge. The total of both change orders is a net **\$0.00** cost to the District.

Change Amount: \$ (7,151.00)

Time Extension: 0 Work days

Item 1.02

Building: Fine Arts

Description: Credit to offset the cost of the additional man hours completed to accelerate work completed by Bid Category #11 (BC 11-Metal Stud/ Drywall & Plaster) prime contractor.

Reason: Additional hours were required by Sierra Lathing (BC 11) in order to make up time impacted by ACSS (Anderson Charnesky Structural Steel) (BC 05-Structural Steel & Miscellaneous Metal). ACSS did not have the perimeter steel columns timely, which impacted the progress of exterior framing. Reference Sierra Lathing (BC 11) Change Order #01.

Benefit: Ensured the delayed material does not affect the construction schedule.

Requested by: Tilden-Coil Constructors, Inc.

CO Type: Backcharge. The total of both change orders is a net **\$0.00** cost to the District.

Change Amount: \$ (8,198.00)

Time Extension: 0 Work days

Item 1.05

Building: Fine Arts
 Description: This is a credit to offset the cost of additional layer of drywall required along west elevation of building installed by Bid Category #11 (BC 11-Metal Stud/ Drywall & Plaster) prime contractor.
 Reason: Anderson Charnesky Structural Steel (BC 05-Structural Steel & Miscellaneous Metal) erected the steel members on the west elevation of the structure slightly out of allowable tolerance. As a result, an additional layer of drywall was required to be installed by Sierra Lathing (BC 11). Reference Sierra Lathing (BC 11) Change Order #01.
 Benefit: Ensured the interior perimeter walls on west elevation are plumb.
 Requested by: Tilden-Coil Constructors, Inc.
 CO Type: Backcharge. The total of both change orders is a net **\$0.00** cost to the District.

Change Amount: \$ (18,269.00)

Time Extension: 0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER..... **\$(33,618.00)**
TOTAL ADDITIONAL WORKING DAYS **Days: 0**

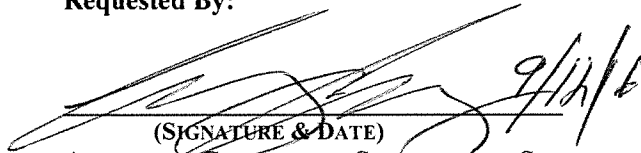
CONTRACT SUMMARY:

Original Contract Amount	\$	5,090,000.00
Net change by previous Change Order	\$	-
Net sum prior to this Change Order	\$	5,090,000.00
Amount of Change Order No. 1	\$	(33,618.00)
New Contract Sum	\$	5,056,382.00
Percentage of Change to Contract		-0.7%

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

This Change Order is hereby executed on behalf of the Board of Trustees on
19th of October, 2016

Requested By:


(SIGNATURE & DATE)
ANDERSON CHARNESKY STRUCTURAL STEEL
CRAIG CHARNESKY
353 Risco Circle
Beaumont, CA 92223

Approved By:


(SIGNATURE & DATE)
CERRITOS COLLEGE
NOORALI DELWALLA
VICE PRESIDENT OF BUSINESS SERVICES

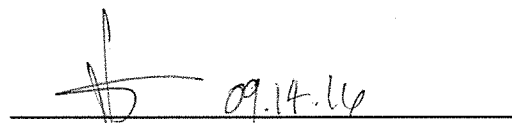
Reviewed By:


(SIGNATURE & DATE)
CERRITOS COLLEGE
DAVID C. MOORE,
DIRECTOR OF THE PHYSICAL PLANT

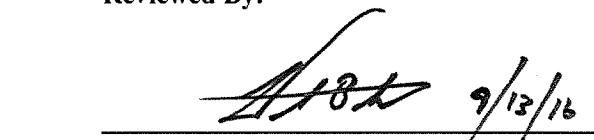
Reviewed By:


(SIGNATURE & DATE)
CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:


(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:


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

Reviewed By:


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



PROJECT: Fine Arts-CIS/Math Building / BID NO.: 14P006

DATE OF CONTRACT: December 11, 2014 / CONTRACT NO.: 14P006-05

BID CATEGORY: 05, Structural Steel & Miscellaneous Metals

DOLLAR VALUE: \$5,090,000.00

LIQUIDATED DAMAGES: \$2,500.00 per day

CONTRACTOR: Anderson Charnesky Structural Steel, Inc.

TERM: 738 Calendar Days

TIME FOR COMPLETION: _____

Anderson Charnesky Structural Steel, Inc.

Address: 353 Risco Circle, Beaumont, CA 92223
Phone: 951-769-5700
Fax: 951-769-5701

V# 0000004520

AGREEMENT

This Agreement is made and entered into this **11th day of December, 2014**, by and between the **Cerritos Community College District** ("District") and **Anderson Charnesky Structural Steel, Inc.** ("Contractor") ("Agreement").

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

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

PROJECT: **14P006, Fine Arts-CIS/Math Building**
Category 05, Structural Steel & Miscellaneous Metals
("Project")

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

2. **The Contract Documents:** The complete Agreement consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
3. **Interpretation of Contract Documents:** Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 33 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.
4. **Time for Completion:** It is hereby understood and agreed that the Work under this Project shall be completed within **SEVEN HUNDRED THIRTY-EIGHT (738) consecutive calendar days** ("Contract Time") from the date specified in the District's Notice to Proceed.
5. **Coordination of Work:** Should the Contractor fail to complete this Project, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its Work with the work of all other contractors.

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

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

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

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

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

Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.

- 12. Classification of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type **C-51** Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.
- 13. Payment of Prevailing Wages:** The Contractor and all Subcontractors under the Contractor shall pay all workers on all Work performed pursuant to this Agreement not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.
- 14. [Labor Compliance:** If the District has adopted a labor compliance program which is applicable to the Project or if the Project is subject to State labor compliance monitored and enforced by the Compliance Monitoring Unit of the Department of Industrial Relations, Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of the District's labor compliance program or State labor compliance, if applicable, including, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate certified payroll records as required by the Contract Documents, or the District cannot issue payment.]
- 15. Contract Price:** In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

Five Million Ninety Thousand and 00/100 Dollars

(\$ 5,090,000.00),

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

Fine Arts:

Two Million Seven Hundred Seventy-Seven Thousand and 00/100 Dollars	\$2,777,500.00

CIS/Math:

Two Million Three Hundred Twelve Thousand Five Hundred and 00/100 Dollars	\$2,312,500.00

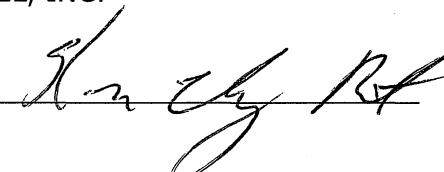
in lawful money of the United States, which sum is to be paid according to the schedule provided by the Contractor and accepted by the District and subject to additions and deductions as provided in the Contract. This amount supersedes any previously stated and/or agreed to amount(s).

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

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

CONTRACTOR

ANDERSON CHARNESKY STRUCTURAL
STEEL, INC.

By: 

Title: President

Print Name: Kevin Charnesky

DISTRICT

CERRITOS COMMUNITY COLLEGE
DISTRICT

By: 

Title: Vice President of Business Services

Print Name: Dr. David El Fattal

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

END OF DOCUMENT



Cerritos College

AMENDMENT NO. 01

To

CONTRACT NO. 14P006-05

The Agreement made and entered on **December 11, 2014** by and between the **Cerritos Community College District**, a public community college district with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650 ("District"), and **Anderson Charnesky Structural Steel, Inc.** with its principal place of business at 353 Risco Circle, Beaumont, CA 92223 ("Contractor") is **Amended** on **October 20, 2016**, as follows:

RECITALS

Whereas, District and Contractor entered into that certain Agreement dated December 11, 2014 ("Agreement"), whereby Contractor agreed to provide certain services for the **Fine Arts/CIS-Math Building Project** (Bid No. 14P006), **Category 05** ("Project");

Whereas, District and Contractor desire to amend the Agreement;

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

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

Whereas, the Project's architect-engineer of record duly inspected the work on September 6, 2016, and determined that the Contractor's work was ninety-one percent (91%) complete;

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

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

1. The retention amount specified in Section 9.3.4.1 of the General Conditions component of the Agreement and anywhere else where such retention is specified is hereby reduced from ten percent (10%) to five percent (5%).
2. Exclusive of the five percent (5%) in retention to remain withheld for the total amount due under the Agreement, District will withhold one hundred fifty percent (150%) of the value of any outstanding work to be completed and of disputed items, if any, which will ensure sufficient funds remain to complete Contractor's Project so that a Notice of Completion can be filed by the District.
3. District reserves all rights to cure any outstanding issues to be completed to ensure final completion of Contractor's Project.
4. Final completion and acceptance of the Project, including all punchlist work and outstanding issues, is subject to Board approval.
5. In all other respects, the Agreement is reaffirmed.

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

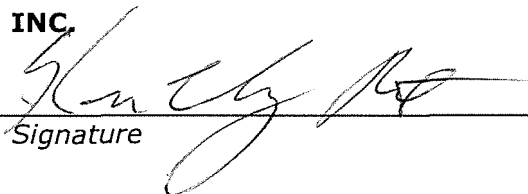
Except as, and to the extent expressly set forth in this Amendment, the parties hereby affirm the terms and provisions of, and affirm the efficacy and primacy of, the original bid documents and related Agreement for the Project. All references to the Agreement in the Agreement for the Project and in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

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

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

CONTRACTOR:
ANDERSON CHARNESKY STRUCTURAL
STEEL, INC.

By:

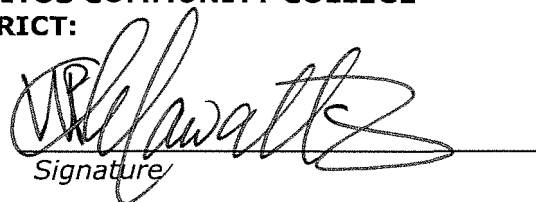

Signature

Kevin Charnesky,
President

Typed or Printed Name, & Title

CERRITOS COMMUNITY COLLEGE
DISTRICT:

By:


Signature

Noorali Delawalla,
Acting Vice President of Business
Services

Typed or Printed Name, & Title

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **January 18, 2017**

Agenda Item No. 28

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Felipe Lopez
Vice President of Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT:	Consideration of Ratification of Change Order No. 8 [Deductive Credit], (Bid No. 14P006, Category 05), Anderson Charnesky Structural Steel, Inc., Fine Arts-CIS/Math Building

ACTION

It is recommended that the Board of Trustees ratify Change Order No. 8 [Deductive Credit] in the deductive amount of \$1,630 for the Fine Arts-CIS/Math Building project.

FISCAL IMPACT

The deductive amount from Change Order No. 8 will be \$1,630, decreasing the contract amount to \$5,191,928. Funding will be reallocated to the GO Bond.

REPORT SUMMARY

On December 10, 2014, the Board awarded a contract to Anderson Charnesky Structural Steel, Inc. of Beaumont, California for the Fine Arts-CIS/Math Building project. The project was bid using a multi-prime project delivery method whereby Cerritos College bid four (4) disciplines for various elements of the project work. Category 05 represents the Structural Steel & Miscellaneous Metals element of work. Public Contract Code Section 20659 requires Board approval for a change order to a public works bid.

The total deductive amount for the attached item in Change Order No. 8 is \$1,630. The original contract amount approved by the Board was \$5,090,000. Therefore, Change Order No. 8 is in compliance with Public Contract Code Section 20659. Change Order No. 8 is due to Anderson Charnesky Structural Steel, Inc. issuing a credit to offset the cost of additional demolition and rework of concrete on the CIS/Math Building by Rocky Coast Builders, Inc. due to incorrect rebar placement by Anderson Charnesky Structural Steel, Inc.; this can be referenced per the submitted Change Order No. 9 by Rocky Coast Builders, Inc. Change Order No. 8 has been reviewed by Tilden-Coil Constructors (Construction Management); the Director of Physical Plant and Construction Services; and, the Vice President of Business Services. Please refer to the attachment for the items, details, and approvals of Change Order No. 8.

	Change Order	Date	Amount	Percentage of Change
Pending	8	January 18, 2017	(\$1,630)	2.0%
Pending	7	January 18, 2017	(\$5,077)	2.0%
Pending	6	January 18, 2017	\$14,354	2.1%
Pending	5	January 18, 2017	\$75,601	1.9%
	4	October 19, 2016	\$21,131	0.4%
	3	October 19, 2016	\$32,446	0.0%
	2	October 19, 2016	(\$1,279)	-0.7%
	1	October 19, 2016	(\$33,618)	-0.7%

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

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

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

Change Order No. 8 to Contract No. 14P006-05 (CIS/Math Building portion) – Anderson Charnesky Structural Steel, Inc.

Change Order No. 7 to Contract No. 14P006-05 (Fine Arts Building portion) – Anderson Charnesky Structural Steel, Inc.

Change Order No. 6 to Contract No. 14P006-05 (CIS/Math Building portion) – Anderson Charnesky Structural Steel, Inc.

Change Order No. 5 to Contract No. 14P006-05 (Fine Arts Building portion) – Anderson Charnesky Structural Steel, Inc.

Change Order No. 4 to Contract No. 14P006-05 (CIS/Math Building portion) – Anderson Charnesky Structural Steel, Inc.

Change Order No. 3 to Contract No. 14P006-05 (Fine Arts Building portion) – Anderson Charnesky Structural Steel, Inc.

Change Order No. 2 to Contract No. 14P006-05 (CIS/Math Building portion) – Anderson Charnesky Structural Steel, Inc.

Change Order No. 1 to Contract No. 14P006-05 (Fine Arts Building portion) – Anderson Charnesky Structural Steel, Inc.

Contract No. 14P006-05 – Anderson Charnesky Structural Steel, Inc.

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 08

Contract # 14P006-05

To: Anderson Charnesky Structural Steel
353 Risco Circle
Beaumont, CA 92223
Phone: (951) 769-5700
Fax: (951) 769-5701

Date: 10/26/16

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 8.01

Building: CIS / Mathematics

Description: Credit to offset the cost of concrete rework performed by Bid Category #04 (BC 04-Structural & Site Concrete) prime contractor.

Reason: Upon review it was found that rebar was welded in incorrect location by Anderson Charnesky Structural Steel (BC 05). As a result concrete was required to be demolished by Rocky Coast Builders (BC 04-Structural & Site Concrete) to allow correction of welded rebar. Reference Rocky Coast Builders (BC 04) Change Order #09.

Benefit: Ensures sufficient structural support for concrete deck.

Requested by: Tilden-Coil Constructors, Inc.

CO Type: Backcharge. The total of both change orders is a net **\$0.00** cost to the District.

Change Amount:..... \$ (1,630.00)

Time Extension: 0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER..... **\$ (1,630.00)**

TOTAL ADDITIONAL WORKING DAYS **Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	\$	5,090,000.00
Net change by previous Change Order	\$	103,558.00
Net sum prior to this Change Order	\$	5,193,558.00
Amount of Change Order No. 8	\$	(1,630.00)
New Contract Sum	\$	5,191,928.00

Percentage of Change to Contract 2.0%

Project: Fine Arts & CIS Math
Contractor: Anderson Charnesky Structural Steel - Contract 14P006-05

Change Order Number: 08
Page 2 of 2

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

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

Requested By:

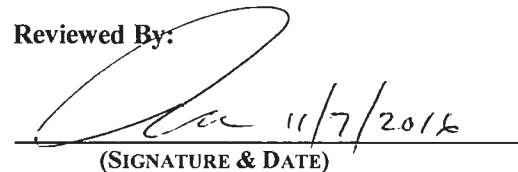


(SIGNATURE & DATE)
ANDERSON CHARNECKY STRUCTURAL STEEL
CRAIG CHARNECKY
353 Risco Circle
Beaumont, CA 92223

Approved By:

(SIGNATURE & DATE)
CERRITOS COLLEGE
NOORALI DELWALLA
VICE PRESIDENT OF BUSINESS SERVICES

Reviewed By:



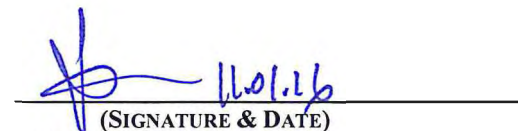
(SIGNATURE & DATE)
CERRITOS COLLEGE
DAVID C. MOORE,
DIRECTOR OF THE PHYSICAL PLANT

Reviewed By:



(SIGNATURE & DATE)
CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:



(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:



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

Reviewed By:



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

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 07

Contract # 14P006-05

To: Anderson Charnesky Structural Steel
353 Risco Circle
Beaumont, CA 92223
Phone: (951) 769-5700
Fax: (951) 769-5701

Date: 10/26/16

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 7.01

Building: Fine Arts

Description: Additional labor and material to accommodate incorrectly placed steel embeds and bearing plates on behalf of Bid Category #04 (BC 04-Structural & Site Concrete) prime contractor.

Reason: Rocky Coast Builders (BC 04) set various steel embeds and bearing plates in incorrect locations on shear walls. As a result additional material was installed by Anderson Charnesky Structural Steel (BC 05-Structural Steel & Miscellaneous Metals) prime contractor. Reference Rocky Coast Builders (BC 04) deductive Change Order #08.

Benefit: Ensures accurate placement of structural steel members.

Requested by: Tilden-Coil Constructors, Inc.

CO Type: Backcharge. The total of both change orders is a net **\$0.00** cost to the District.

Change Amount:..... \$ 6,907.00

Time Extension: 0 Work days

Item 7.02

Building: Fine Arts

Description: Credit to offset the cost of additional concrete pour at roof performed by Bid Category #04 (BC 04-Structural & Site Concrete) prime contractor.

Reason: Upon review an incorrect structural steel member was installed by Anderson Charnesky Structural Steel (BC 05). As a result an additional concrete pour had to be scheduled for a later date by Rocky Coast Builders (BC 04-Structural & Site Concrete) to allow correction of structural steel. Reference Rocky Coast Builders (BC 04) deductive Change Order #08.

Benefit: Ensures sufficient structural support for concrete deck.

Requested by: Tilden-Coil Constructors, Inc.

CO Type: Backcharge. The total of both change orders is a net **\$0.00** cost to the District.

Change Amount:..... \$ (8,897.00)

Time Extension: 0 Work days

Project: Fine Arts & CIS Math
Contractor: Anderson Charnesky Structural Steel - Contract 14P006-05

Change Order Number: 07
Page 2 of 3

Item 7.03

Building: Fine Arts
Description: Credit to offset the cost of additional labor performed by Bid Category #04 (BC 04-Structural & Site Concrete) prime contractor.
Reason: Additional labor was required to accommodate the installation of structural steel columns that were not procured in a timely matter. Reference Rocky Coast Builders (BC 04) deductive Change Order #08.
Benefit: Ensures the delayed material does not affect the construction schedule.
Requested By: Tilden-Coil Constructors, Inc.
CO Type: Backcharge. The total of both change orders is a net \$0.00 cost to the District.

Change Amount:..... \$ (3,087.00)

Time Extension: 0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER..... **\$ (5,077.00)**

TOTAL ADDITIONAL WORKING DAYS **Days: 0**

CONTRACT SUMMARY:

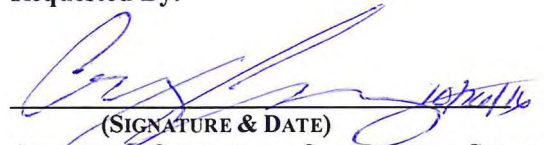
Original Contract Amount	\$	5,090,000.00
Net change by previous Change Order	\$	108,635.00
Net sum prior to this Change Order	\$	5,198,635.00
Amount of Change Order No. 7	\$	(5,077.00)
New Contract Sum	\$	5,193,558.00

Percentage of Change to Contract	2.0%

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

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

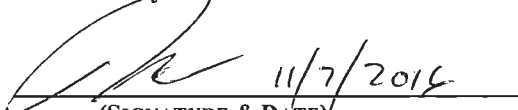
Requested By:


(SIGNATURE & DATE)
ANDERSON CHARNESKY STRUCTURAL STEEL
CRAIG CHARNESKY
353 Risco Circle
Beaumont, CA 92223

Approved By:

(SIGNATURE & DATE)
CERRITOS COLLEGE
NOORALI DELWALLA
VICE PRESIDENT OF BUSINESS SERVICES

Reviewed By:


(SIGNATURE & DATE) 11/7/2016
CERRITOS COLLEGE
DAVID C. MOORE,
DIRECTOR OF THE PHYSICAL PLANT

Reviewed By:


(SIGNATURE & DATE) 12-16-16
CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:


(SIGNATURE & DATE) 11.01.16
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:


(SIGNATURE & DATE) 10/28/16
TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:


(SIGNATURE & DATE) 11/07/16
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 06

Contract # 14P006-05

To: Anderson Charnesky Structural Steel
353 Risco Circle
Beaumont, CA 92223
Phone: (951) 769-5700
Fax: (951) 769-5701

Date: 10/26/16

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 6.01

Building: CIS / Mathematics
Description: Aesthetic modifications to Architecturally Exposed Structural Steel (AESS).
Reason: Upon review, it was determined that material and labor was required to make additional exposed steel beams and columns throughout the building aesthetically acceptable.
Benefit: Provides an acceptable level of paint finish for exposed steel members.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Owner Request

Change Amount: \$ 10,518.00

Time Extension: 0 Work days

Item 6.02

Building: CIS / Mathematics
Description: Add additional structural tube steel shims for the exterior curtainwall located along the northwest corner of the CIS / Mathematics building.
Reason: Upon review, it was determined that additional structural tube steel shims were required to be installed, to extend the width of the opening to allow for the installation of the exterior curtainwall.
Benefit: Provides increased structural support of the exterior curtainwall to the building structure.
Requested by: Hill Partnership, Inc.
CO Type: Design Omissions

Change Amount: \$3,836.00

Time Extension: 0 Work days

Project: Fine Arts & CIS Math
Contractor: Anderson Charnesky Structural Steel - Contract 14P006-05

Change Order Number: 06
Page 2 of 3

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER **\$14,354.00**
TOTAL ADDITIONAL WORKING DAYS **Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	\$	5,090,000.00
Net change by previous Change Order	\$	94,281.00
Net sum prior to this Change Order	\$	5,184,281.00
Amount of Change Order No. 6	\$	14,354.00
New Contract Sum	\$	5,198,635.00
Percentage of Change to Contract		2.1%

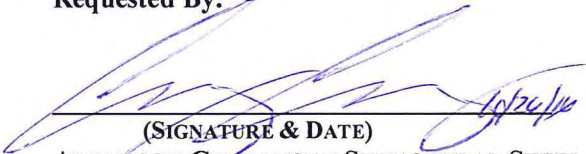
Project: Fine Arts & CIS Math
Contractor: Anderson Charnesky Structural Steel - Contract 14P006-05

Change Order Number: 06
Page 3 of 3

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

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

Requested By:


(SIGNATURE & DATE)
ANDERSON CHARNESKY STRUCTURAL STEEL
CRAIG CHARNESKY
353 Risco Circle
Beaumont, CA 92223

Approved By:

(SIGNATURE & DATE)
CERRITOS COLLEGE
NOORALI DELWALLA
VICE PRESIDENT OF BUSINESS SERVICES

Reviewed By:


(SIGNATURE & DATE)
CERRITOS COLLEGE
DAVID C. MOORE,
DIRECTOR OF THE PHYSICAL PLANT

Reviewed By:


(SIGNATURE & DATE)
CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:


(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:


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

Reviewed By:


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

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 05

Contract # 14P006-05

To: Anderson Charnesky Structural Steel
353 Risco Circle
Beaumont, CA 92223
Phone: (951) 769-5700
Fax: (951) 769-5701

Date: 10/26/16

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 5.01

Building: Fine Arts
Description: Additional steel plate and bolt attachments for the radial bridge steel channel.
Reason: Upon review, it was determined that modifications to the radial bridge steel channel was required to allow a full structural attachment of the steel to the building structure.
Benefit: Provides a sufficient structural connection of bridge to building structure.
Requested by: Hill Partnership, Inc.
CO Type: Design Omissions

Change Amount: \$ 10,609.00

Time Extension: 0 Work days

Item 5.02

Building: Fine Arts
Description: Aesthetic modifications to Architecturally Exposed Structural Steel (AESS).
Reason: Upon review, it was determined that material and labor was required to make additional exposed steel beams and columns throughout the building aesthetically acceptable.
Benefit: Provides an acceptable level of paint finish for exposed steel members.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Owner Request

Change Amount: \$ 10,746.00

Time Extension: 0 Work days

Item 5.03

Building: Fine Arts
Description: Add five (5) steel posts to accommodate framing of proposed interior low walls in Administration and Art Gallery.
Reason: Upon review, it was required to install additional steel posts to provide additional support of the low walls required to be framed to support the proposed millwork.
Benefit: Provides increased structural support of low wall to the building structure.
Requested by: Division of State Architect (DSA)
CO Type: Agency Driven

Change Amount:..... \$ 8,598.00

Time Extension: 0 Work days

Item 5.04

Building: Fine Arts
Description: Add a steel platform and a 15' steel ladder within the west duct shaft, located on the 2nd floor of the building.
Reason: Upon review, it was determined that sufficient access was required to be added to provide future maintenance of the fire sprinkler system within the duct shaft. As a result, a steel platform and steel ladder was installed to achieve the requested access.
Benefit: Above work provides access for future maintenance of fire sprinkler system.
Requested by: Division of State Architect (DSA)
CO Type: Agency Driven

Change Amount:..... \$ 21,209.00

Time Extension: 0 Work days

Item 5.05

Building: Fine Arts
Description: Provide additional detailing to accommodate proposed measurements of steel framing for the Fine Arts building.
Reason: Upon review, it was determined that additional detailing was needed in order to provide the required measurements for the steel structure throughout the building.
Benefit: Provide the necessary detailing to accommodate the precise measurements of structural steel, prior to fabrication.
Requested by: Hill Partnership, Inc.
CO Type: Design Errors

Change Amount:..... \$ 18,209.00

Time Extension: 0 Work days

Project: Fine Arts & CIS Math
Contractor: Anderson Charnesky Structural Steel - Contract 14P006-05

Change Order Number: 05
Page 3 of 4

Item 5.06

Building: Fine Arts
Description: Provide an additional steel plate to accommodate additional framing for the exterior curtainwall, located along the east elevation of the Fine Arts building.
Reason: Upon review, it was determined that additional steel was needed to provide support of framing to the underside of decking, in order to allow for sufficient attachment of the exterior curtainwall to the underside of the bridge connecting to the Fine Arts building.
Benefit: Provide the structural support required for the exterior curtainwall.
Requested by: Hill Partnership, Inc.
CO Type: Design Errors

Change Amount:..... \$ 6,230.00

Time Extension: 0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER..... \$75,601.00

TOTAL ADDITIONAL WORKING DAYS Days: 0

CONTRACT SUMMARY:

Original Contract Amount	\$	5,090,000.00
Net change by previous Change Order	\$	18,680.00
Net sum prior to this Change Order	\$	5,108,680.00
Amount of Change Order No. 5	\$	75,601.00
New Contract Sum	\$	5,184,281.00

Percentage of Change to Contract 1.9%

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

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

Requested By:



(SIGNATURE & DATE) 10/26/16

ANDERSON CHARNESKY STRUCTURAL STEEL
CRAIG CHARNESKY
353 Risco Circle
Beaumont, CA 92223

Approved By:

(SIGNATURE & DATE)

CERRITOS COLLEGE
NOORALI DELWALLA
VICE PRESIDENT OF BUSINESS SERVICES

Reviewed By:



(SIGNATURE & DATE) 11/7/2016

CERRITOS COLLEGE
DAVID C. MOORE,
DIRECTOR OF THE PHYSICAL PLANT

Reviewed By:



(SIGNATURE & DATE) 12-16-16

CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:



(SIGNATURE & DATE) 11.09.16

HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:



(SIGNATURE & DATE) 10/28/16

TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:



(SIGNATURE & DATE) 11/07/16

TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 04

Contract # 14P006-05

To: Anderson Charnesky Structural Steel
353 Risco Circle
Beaumont, CA 92223
Phone: (951) 769-5700
Fax: (951) 769-5701

Date: 8/19/16

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 4.01

Building: CIS / Mathematics
Description: Add fourteen (14) steel posts to accommodate framing of proposed interior low wall along the 2nd floor CIS offices.
Reason: Upon review, it was requested to install additional steel posts to provide additional support of the low wall required to be framed in each office.
Benefit: Provides increased structural support of low wall located in each office to the building structure.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Agency Driven

Change Amount: \$12,939.00

Time Extension: 0 Work days

Item 4.02

Building: CIS / Mathematics
Description: Provide one (1) additional gate at the roof of the CIS/ Math building, along the exterior Telescope Viewing Deck.
Reason: Upon review, it was determined that a gate system was required to be provided along the railing system of the telescoping viewing deck in order to provide ease of access to the west end of the roof, to allow future maintenance.
Benefit: Provides better access to the west end of the roof for future maintenance.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Owner Requested

Change Amount: \$ 3,869.00

Time Extension: 0 Work days

Item 4.03

Building: CIS / Mathematics
Description: Provide additional detailing, as well as an increase to steel material, to accommodate the increase of size of steel ledger angles for the CIS/ Mathematics building.
Reason: Upon review of the shop drawings, it was determined that the steel ledger angles should be upsized from 3/8" thick to 1/2" thick. This required additional detailing/drawing
Benefit: Provides sufficient structural support of steel throughout the building.
Requested by: Hill Partnership, Inc.
CO Type: Design Errors

Change Amount: \$4,323.00

Time Extension: 0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER..... \$21,131.00

TOTAL ADDITIONAL WORKING DAYS **Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	\$	5,090,000.00
Net change by previous Change Order	\$	(2,451.00)
Net sum prior to this Change Order	\$	5,087,549.00
Amount of Change Order No. 4	\$	21,131.00
New Contract Sum	\$	5,108,680.00

Percentage of Change to Contract	0.4%

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

This Change Order is hereby executed on behalf of the Board of Trustees on
19th of October, 2016

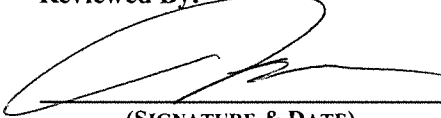
Requested By:


(SIGNATURE & DATE)
ANDERSON CHARNESKY STRUCTURAL STEEL
CRAIG CHARNESKY
353 Risco Circle
Beaumont, CA 92223

Approved By:


(SIGNATURE & DATE)
CERRITOS COLLEGE
NOORALI DELWALLA
VICE PRESIDENT OF BUSINESS SERVICES

Reviewed By:


(SIGNATURE & DATE)
CERRITOS COLLEGE
DAVID C. MOORE,
DIRECTOR OF THE PHYSICAL PLANT

Reviewed By:


(SIGNATURE & DATE)
CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:


(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:


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

Reviewed By:


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

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 03

Contract # 14P006-05

To: Anderson Charnesky Structural Steel
353 Risco Circle
Beaumont, CA 92223
Phone: (951) 769-5700
Fax: (951) 769-5701

Date: 8/19/16

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 3.01

Building: Fine Arts
Description: Modifications to steel for interior stair #2.
Reason: A request was made by the Division of State Architect (DSA) to modify the steel channel beneath the mid landing of stair #2, in order to maintain a head clearance between the bottom stair tread and bottom of mid landing.
Benefit: Provides additional head clearances above and beyond required code required clearance.
Requested by: Division of State Architect (DSA)
CO Type: Agency Driven

Change Amount:.....\$ 4,183.00

Time Extension: 0 Work days

Item 3.02

Building: Fine Arts
Description: Add seven (7) steel posts to accommodate framing of proposed interior low wall in Photography Classroom.
Reason: Upon review, it was requested to install additional steel posts to provide additional support of the low wall required to be framed in the classroom.
Benefit: Provides increased structural support of low wall located in classroom to the building structure.
Requested by: Division of State Architect (DSA)
CO Type: Agency Driven

Change Amount:.....\$8,025.00

Time Extension: 0 Work days

Item 3.03

Building: Fine Arts
Description: Additional steel base plates to two (2) steel bollards at Exterior Workyard.
Reason: Upon review, it was determined that the proposed steel bollards came in conflict with the structural footing for the Exterior Workyard. As a result, base plates were added to each bollard and embedded to provide structural support of each bollard.
Benefit: Provides embedment and sufficient support of steel bollard to the structural slab of the Workyard.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Unforeseen condition

Change Amount: \$750.00

Time Extension: 0 Work days

Item 3.04

Building: Fine Arts
Description: Add two (2) 4"x 6" tube steel members to accommodate housing structure of skylight at Exterior Workyard.
Reason: Upon review, it was determined that additional steel was required to be installed in order to provide additional structural support of the proposed exterior skylight.
Benefit: Provides sufficient support for the skylight.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Owner Requested

Change Amount: \$3,024.00

Time Extension: 0 Work days

Item 3.05

Building: Fine Arts
Description: Provide additional detailing to accommodate proposed measurements of steel framing for the Fine Arts building.
Reason: Upon review, it was determined that additional detailing was needed in order to provide the required measurements, including elevations and slopes, for the steel structure throughout the building.
Benefit: Provides the necessary detailing to accommodate the precise measurements of structural steel, prior to fabrication.
Requested by: Hill Partnership, Inc.
CO Type: Design Errors

Change Amount: \$10,546.00

Time Extension: 0 Work days

Project: Fine Arts & CIS Math
Contractor: Anderson Charnesky Structural Steel - Contract 14P006-05

Change Order Number: 03
Page 3 of 4

Item 3.06

Building: Fine Arts
Description: Provide additional detailing to accommodate the proposed radius of steel framing for the exterior bridge.
Reason: Upon review, it was determined that additional detailing was needed in order to provide the required steel members related to the precise radius measurements of the exterior bridge, prior to fabrication.
Benefit: Provides the necessary detailing to accommodate the precise radius and measurements of structural steel, prior to fabrication.
Requested by: Hill Partnership, Inc.
CO Type: Design Errors

Change Amount: \$5,918.00

Time Extension: 0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER \$32,446.00

TOTAL ADDITIONAL WORKING DAYS **Days: 0**

CONTRACT SUMMARY:

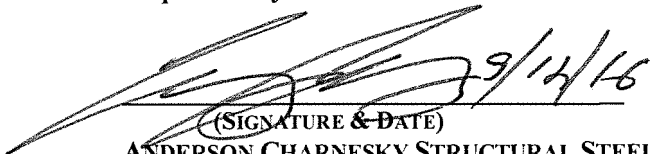
Original Contract Amount	\$	5,090,000.00
Net change by previous Change Order	\$	(34,897.00)
Net sum prior to this Change Order	\$	5,055,103.00
Amount of Change Order No. 3	\$	32,446.00
New Contract Sum	\$	5,087,549.00

Percentage of Change to Contract	0.0%

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

This Change Order is hereby executed on behalf of the Board of Trustees on
19th of October, 2016

Requested By:


(SIGNATURE & DATE)
ANDERSON CHARNESKY STRUCTURAL STEEL
CRAIG CHARNESKY
353 Risco Circle
Beaumont, CA 92223

Approved By:


(SIGNATURE & DATE)
CERRITOS COLLEGE
NOORALI DELWALLA
VICE PRESIDENT OF BUSINESS SERVICES

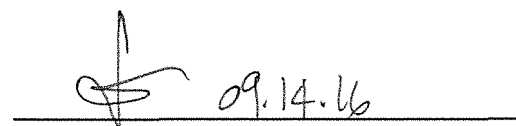
Reviewed By:


(SIGNATURE & DATE)
CERRITOS COLLEGE
DAVID C. MOORE,
DIRECTOR OF THE PHYSICAL PLANT

Reviewed By:


(SIGNATURE & DATE)
CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:


(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:


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

Reviewed By:


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

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 02

Contract # 14P006-05

To: Anderson Charnesky Structural Steel
353 Risco Circle
Beaumont, CA 92223
Phone: (951) 769-5700
Fax: (951) 769-5701

Date: September 6, 2016

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 2.01

Building: CIS Math

Description: Credit to offset the cost of the additional man hours completed to accelerate work completed by Bid Category #11 (BC 11-Metal Stud/Drywall & Plaster) prime contractor.

Reason: Additional hours were required in order to make up time impacted by ACSS (Anderson Charnesky Structural Steel) (BC 05-Structural Steel & Miscellaneous Metal). ACSS did not procure the perimeter steel columns timely, which impacted the progress of exterior framing. Reference Sierra Lathing (BC 11) Change Order #02.

Benefit: Ensured the delayed material does not affect the construction schedule.

Requested by: Tilden-Coil Constructors, Inc.

CO Type: Backcharge. The total of both change orders is a net **\$0.00** cost to the District.

Change Amount: \$ (1,279.00)

Time Extension: 0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER..... **\$ (1,279.00)**

TOTAL ADDITIONAL WORKING DAYS **Days: 0**

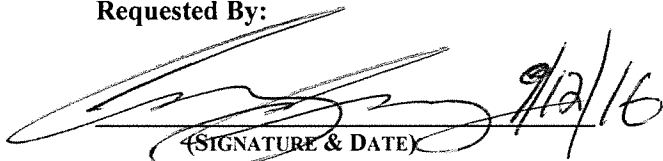
CONTRACT SUMMARY:

Original Contract Amount	\$	5,090,000.00
Net change by previous Change Order	\$	(33,618.00)
Net sum prior to this Change Order	\$	5,056,382.00
Amount of Change Order No. 1	\$	(1,279.00)
New Contract Sum	\$	5,055,103.00
Percentage of Change to Contract		-0.7%

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

This Change Order is hereby executed on behalf of the Board of Trustees on
19th of October, 2016

Requested By:


(SIGNATURE & DATE)

ANDERSON CHARNESKY STRUCTURAL STEEL
CRAIG CHARNESKY
353 Risco Circle
Beaumont, CA 92223

Approved By:


(SIGNATURE & DATE)

CERRITOS COLLEGE
NOORALI DELWALLA
VICE PRESIDENT OF BUSINESS SERVICES

Reviewed By:


(SIGNATURE & DATE)

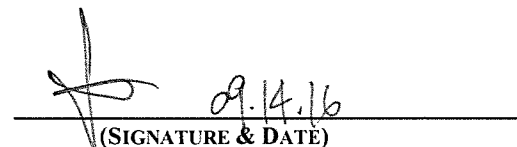
CERRITOS COLLEGE
DAVID C. MOORE,
DIRECTOR OF THE PHYSICAL PLANT

Reviewed By:


(SIGNATURE & DATE)

CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:


(SIGNATURE & DATE)

HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:


(SIGNATURE & DATE)

TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:


(SIGNATURE & DATE)

TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 01

Contract # 14P006-05

To: Anderson Charnesky Structural Steel
353 Risco Circle
Beaumont, CA 92223
Phone: (951) 769-5700
Fax: (951) 769-5701

Date: September 6, 2016

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 1.01

Building: Fine Arts
Description: Credit to offset the cost of the additional metal clips installed by Bid Category #11 (BC 11-Metal Stud/ Drywall & Plaster) prime contractor.
Reason: Anderson Charnesky Structural Steel (BC 05-Structural Steel & Miscellaneous Metal) erected the structural steel members along the west and east elevations of the building structure slightly out of allowable steel tolerances. As a result, additional metal clips were required to be installed by Sierra Lathing (BC 11) in order to allow proper attachment of the exterior metal stud framing to steel structure. Reference Sierra Lathing (BC 11) Change Order #01.
Benefit: Ensured sufficient structural attachment of framing to steel.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Backcharge. The total of both change orders is a net **\$0.00** cost to the District.

Change Amount: \$ (7,151.00)

Time Extension: 0 Work days

Item 1.02

Building: Fine Arts
Description: Credit to offset the cost of the additional man hours completed to accelerate work completed by Bid Category #11 (BC 11-Metal Stud/ Drywall & Plaster) prime contractor.
Reason: Additional hours were required by Sierra Lathing (BC 11) in order to make up time impacted by ACSS (Anderson Charnesky Structural Steel) (BC 05-Structural Steel & Miscellaneous Metal). ACSS did not have the perimeter steel columns timely, which impacted the progress of exterior framing. Reference Sierra Lathing (BC 11) Change Order #01.
Benefit: Ensured the delayed material does not affect the construction schedule.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Backcharge. The total of both change orders is a net **\$0.00** cost to the District.

Change Amount: \$ (8,198.00)

Time Extension: 0 Work days

Item 1.05

Building: Fine Arts
Description: This is a credit to offset the cost of additional layer of drywall required along west elevation of building installed by Bid Category #11 (BC 11-Metal Stud/ Drywall & Plaster) prime contractor.
Reason: Anderson Charnesky Structural Steel (BC 05-Structural Steel & Miscellaneous Metal) erected the steel members on the west elevation of the structure slightly out of allowable tolerance. As a result, an additional layer of drywall was required to be installed by Sierra Lathing (BC 11). Reference Sierra Lathing (BC 11) Change Order #01.
Benefit: Ensured the interior perimeter walls on west elevation are plumb.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Backcharge. The total of both change orders is a net **\$0.00** cost to the District.

Change Amount: \$ (18,269.00)

Time Extension: 0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER..... **\$(33,618.00)**
TOTAL ADDITIONAL WORKING DAYS **Days: 0**

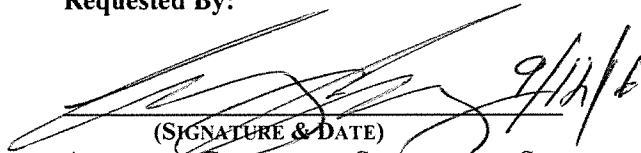
CONTRACT SUMMARY:

Original Contract Amount	\$	5,090,000.00
Net change by previous Change Order	\$	-
Net sum prior to this Change Order	\$	5,090,000.00
Amount of Change Order No. 1	\$	(33,618.00)
New Contract Sum	\$	5,056,382.00
Percentage of Change to Contract		-0.7%

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

This Change Order is hereby executed on behalf of the Board of Trustees on
19th of October, 2016

Requested By:


(SIGNATURE & DATE)
ANDERSON CHARNESKY STRUCTURAL STEEL
CRAIG CHARNESKY
353 Risco Circle
Beaumont, CA 92223

Approved By:


(SIGNATURE & DATE)
CERRITOS COLLEGE
NOORALI DELWALLA
VICE PRESIDENT OF BUSINESS SERVICES

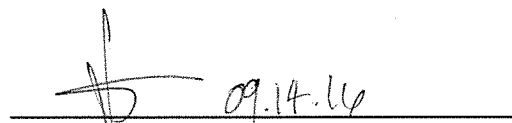
Reviewed By:


(SIGNATURE & DATE)
CERRITOS COLLEGE
DAVID C. MOORE,
DIRECTOR OF THE PHYSICAL PLANT

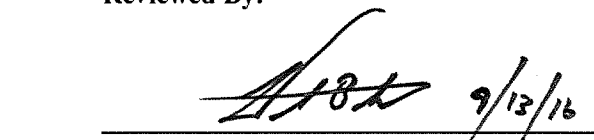
Reviewed By:


(SIGNATURE & DATE)
CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:


(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:


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

Reviewed By:


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



PROJECT: Fine Arts-CIS/Math Building / BID NO.: 14P006

DATE OF CONTRACT: December 11, 2014 / CONTRACT NO.: 14P006-05

BID CATEGORY: 05, Structural Steel & Miscellaneous Metals

DOLLAR VALUE: \$5,090,000.00

LIQUIDATED DAMAGES: \$2,500.00 per day

CONTRACTOR: Anderson Charnesky Structural Steel, Inc.

TERM: 738 Calendar Days

TIME FOR COMPLETION: _____

Anderson Charnesky Structural Steel, Inc.

Address: 353 Risco Circle, Beaumont, CA 92223
Phone: 951-769-5700
Fax: 951-769-5701

V# 0000004520

AGREEMENT

This Agreement is made and entered into this **11th day of December, 2014**, by and between the **Cerritos Community College District** ("District") and **Anderson Charnesky Structural Steel, Inc.** ("Contractor") ("Agreement").

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

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

PROJECT: **14P006, Fine Arts-CIS/Math Building**
Category 05, Structural Steel & Miscellaneous Metals
("Project")

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

2. **The Contract Documents:** The complete Agreement consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
3. **Interpretation of Contract Documents:** Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 33 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.
4. **Time for Completion:** It is hereby understood and agreed that the Work under this Project shall be completed within **SEVEN HUNDRED THIRTY-EIGHT (738) consecutive calendar days** ("Contract Time") from the date specified in the District's Notice to Proceed.
5. **Coordination of Work:** Should the Contractor fail to complete this Project, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its Work with the work of all other contractors.

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

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

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

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

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

Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.

- 12. Classification of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type **C-51** Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.
- 13. Payment of Prevailing Wages:** The Contractor and all Subcontractors under the Contractor shall pay all workers on all Work performed pursuant to this Agreement not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.
- 14. [Labor Compliance:** If the District has adopted a labor compliance program which is applicable to the Project or if the Project is subject to State labor compliance monitored and enforced by the Compliance Monitoring Unit of the Department of Industrial Relations, Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of the District's labor compliance program or State labor compliance, if applicable, including, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate certified payroll records as required by the Contract Documents, or the District cannot issue payment.]
- 15. Contract Price:** In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

Five Million Ninety Thousand and 00/100 Dollars

(\$ 5,090,000.00),

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

Fine Arts:

Two Million Seven Hundred Seventy-Seven Thousand and 00/100 Dollars	\$2,777,500.00

CIS/Math:

Two Million Three Hundred Twelve Thousand Five Hundred and 00/100 Dollars	\$2,312,500.00

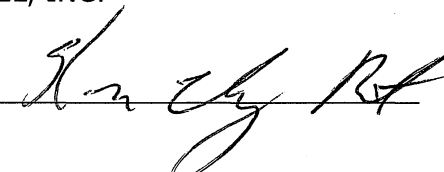
in lawful money of the United States, which sum is to be paid according to the schedule provided by the Contractor and accepted by the District and subject to additions and deductions as provided in the Contract. This amount supersedes any previously stated and/or agreed to amount(s).

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

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

CONTRACTOR

ANDERSON CHARNESKY STRUCTURAL
STEEL, INC.

By: 

Title: President

Print Name: Kevin Charnesky

DISTRICT

CERRITOS COMMUNITY COLLEGE
DISTRICT

By: 

Title: Vice President of Business Services

Print Name: Dr. David El Fattal

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

END OF DOCUMENT



Cerritos College

AMENDMENT NO. 01

To

CONTRACT NO. 14P006-05

The Agreement made and entered on **December 11, 2014** by and between the **Cerritos Community College District**, a public community college district with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650 ("District"), and **Anderson Charnesky Structural Steel, Inc.** with its principal place of business at 353 Risco Circle, Beaumont, CA 92223 ("Contractor") is **Amended** on **October 20, 2016**, as follows:

RECITALS

Whereas, District and Contractor entered into that certain Agreement dated December 11, 2014 ("Agreement"), whereby Contractor agreed to provide certain services for the **Fine Arts/CIS-Math Building Project** (Bid No. 14P006), **Category 05** ("Project");

Whereas, District and Contractor desire to amend the Agreement;

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

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

Whereas, the Project's architect-engineer of record duly inspected the work on September 6, 2016, and determined that the Contractor's work was ninety-one percent (91%) complete;

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

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

1. The retention amount specified in Section 9.3.4.1 of the General Conditions component of the Agreement and anywhere else where such retention is specified is hereby reduced from ten percent (10%) to five percent (5%).
2. Exclusive of the five percent (5%) in retention to remain withheld for the total amount due under the Agreement, District will withhold one hundred fifty percent (150%) of the value of any outstanding work to be completed and of disputed items, if any, which will ensure sufficient funds remain to complete Contractor's Project so that a Notice of Completion can be filed by the District.
3. District reserves all rights to cure any outstanding issues to be completed to ensure final completion of Contractor's Project.
4. Final completion and acceptance of the Project, including all punchlist work and outstanding issues, is subject to Board approval.
5. In all other respects, the Agreement is reaffirmed.

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

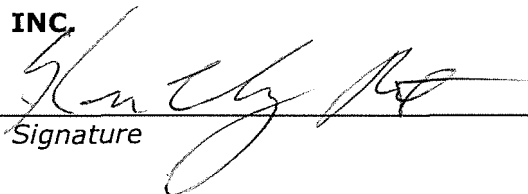
Except as, and to the extent expressly set forth in this Amendment, the parties hereby affirm the terms and provisions of, and affirm the efficacy and primacy of, the original bid documents and related Agreement for the Project. All references to the Agreement in the Agreement for the Project and in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

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

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

CONTRACTOR:
ANDERSON CHARNESKY STRUCTURAL
STEEL, INC.

By:

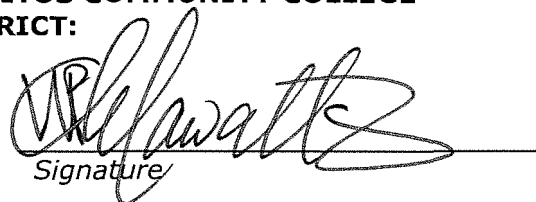

Signature

Kevin Charnesky,
President

Typed or Printed Name, & Title

CERRITOS COMMUNITY COLLEGE
DISTRICT:

By:


Signature

Noorali Delawalla,
Acting Vice President of Business
Services

Typed or Printed Name, & Title

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **January 18, 2017**

Agenda Item No. 29

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Felipe Lopez
Vice President of Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT:	Consideration of Approval of Master Agreement with the California American Fire Sprinkler Association for Related and Supplemental Instruction and Authorization to Enter into Task Orders During the Term of the Agreement As-Needed

ACTION

It is recommended that the Board of Trustees approve and authorize the District to negotiate and enter into a Master Agreement with the California American Fire Sprinkler Association for Related and Supplemental Instruction and authorize the college to enter into amendments and/or task orders throughout the term of the Agreement to provide additional services on an as-needed basis.

FISCAL IMPACT

The total contract sum shall be in the estimated not-to-exceed amount of \$114,200 over a three-year period (January 19, 2017 through June 30, 2019); \$22,840 for fiscal year (FY) 16/17, based upon Related Supplemental Instruction ("RSI") hours generated for the program. Individual task orders will be drafted for each remaining fiscal year under the Master Agreement, and will be governed by the terms and conditions of the Master Agreement. Funding for this contract is provided by monies received from the Apprenticeship Program Division within the California Community Colleges Chancellor's Office to fully support the program.

REPORT SUMMARY

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

SERVICES – NEW

CALIFORNIA AMERICAN FIRE SPRINKLER ASSOCIATION

RELATED AND SUPPLEMENTAL INSTRUCTION AND TRAINING

Requested by: Ms. Graciela Vasquez, Associate Dean of Adult Education and Diversity Programs

Purpose: The District wishes to enter into a Master Agreement with California American Fire Sprinkler Association for fiscal year (FY) 16/17, FY 17/18, and FY 18/19. A Master Agreement was developed by the District to standardize apprenticeship agreements and contains the general terms and conditions under

which a future Task Order will be executed. In order to provide the services in a timely manner, authority to enter into amendments and/or task orders for the underlying agreement are delegated to District staff during term of the agreement.

The Master Agreement would be for three academic years for an estimated total not-to-exceed amount of \$114,200; \$22,840 for FY 16/17. Task Orders would be drafted each additional fiscal year remaining under the Master Agreement. No general funds would be used. Funding for this contract is provided by monies received from the Apprenticeship Program Division within the California Community Colleges Chancellor's Office.

Period: The time period of the agreement is from January 19, 2017 through June 30, 2019.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

Contract No. 16C0110 – California American Fire Sprinkler Association



MASTER AGREEMENT

Contract No. 16C0110

(CALIFORNIA AMERICAN FIRE SPRINKLER ASSOCIATION)

THIS MASTER AGREEMENT ("Agreement") is made and entered into this **20th** day of **January 2017**, by and between **CERRITOS COMMUNITY COLLEGE DISTRICT**, herein referred to as "DISTRICT" and the **CAFSA** (California American Fire Sprinkler Association), hereinafter referred to as the "CONTRACTOR" for the purpose of providing Related and Supplemental Instruction for the Fire Sprinklers Apprenticeship Program. The term of this Agreement shall be for three (3) years, effective **January 19, 2017**, and expiring on **June 30, 2019**.

WHEREAS, Section 3074 of the California Labor Code authorizes State and local boards responsible for vocational education to provide related and supplemental instruction for identified apprentices under the authority of Section 3074;

WHEREAS, the DISTRICT and CONTRACTOR have reached an agreement for instructional services related to the Fire Sprinklers Apprenticeship Program for Related and Supplemental Instruction to be provided through the DISTRICT's apprenticeship program ("Program");

WHEREAS, this Agreement is entered into pursuant to the provisions of Labor Code Section 3078.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

I. Definitions:

- A. **Apprentice:** means a person at least 18 years of age who has entered into a written agreement complying with Labor Code 3078 and who is registered in the Program.
- B. **Related and Supplemental Instruction:** means instruction that is related to or supplements the training an Apprentice receives through employment in the trade, craft or business in which he or she is apprenticed.

II. Provision of Related and Supplemental Instruction:

- A. DISTRICT and CONTRACTOR shall jointly develop and/or approve all curriculum for Related and Supplemental Instruction of Apprentices in the Program. No course of instruction or other element of the curriculum shall become effective until approved by DISTRICT.

- B. DISTRICT shall evaluate and approve all instructors in accordance with California Labor Code Section 3074.
- C. The CONTRACTOR shall employ all individuals providing instruction in the Program and shall be solely responsible for the payment of each employee's salary and related benefits.
- D. The CONTRACTOR shall (a) ascertain the sufficiency of the qualifications of each instructor who will supervise a course of Related and Supplemental Instruction; and (b) enter into an agreement with each instructor who meets requirements set forth by Section 53413 of Title 5 of California's Administrative Code in the form attached to this Agreement as Attachment A. CONTRACTOR agrees that the DISTRICT has the primary right to control and direct the instructor's instructional activities, and that both of the above conditions must be satisfied prior to the commencement of instruction in the Program.
- E. CONTRACTOR shall employ all individuals providing support services to the Program, including but not limited to translators, as needed. CONTRACTOR will be responsible for the payment of each individual's salary and related benefits as agreed by the CONTRACTOR and the individual.
- D. The DISTRICT shall be informed of all instructor complaints made by students to the CONTRACTOR. DISTRICT shall address complaints according to the policies and procedures set forth by the DISTRICT.
- E. DISTRICT shall enroll each Apprentice in appropriate courses of Related and Supplemental Instruction provided that for each course, the Apprentice has met the academic and technical requirement for enrollment prescribed by DISTRICT in consultation with CONTRACTOR. DISTRICT shall not unlawfully refuse to enroll an Apprentice in any course or otherwise impermissibly discriminate against an Apprentice on account of race, religion, national origin, sex, age or disability.
- F. DISTRICT shall be responsible for keeping all attendance and academic records of the Apprentices enrolled in any Related and Supplemental Instruction provided under this Agreement.
- G. DISTRICT shall have the right to establish and enforce any rules, regulations or policies governing the provision, supervision, and administration of Related and Supplemental Instruction.

III. Facilities, Equipment, Supplies, and Instructionally Related Services:

- A. The DISTRICT and CONTRACTOR have determined that the Program shall be held off campus as authorized by Section 3074 of the Labor Code.
- B. CONTRACTOR shall obtain and provide an adequate, clean, and safe classroom and other instructional facilities necessary to provide Related and Supplemental Instruction at a location other than DISTRICT campus.
- C. This facility shall at all times be safely maintained and shall comply with the California Public Safety Building Codes. CONTRACTOR shall provide and maintain adequate workspace for each apprentice participating in the Program. CONTRACTOR shall also provide appropriate classroom facilities, parking, equipment, and all utilities.
- D. The CONTRACTOR shall permit DISTRICT to inspect any facility used in providing Related and Supplemental Instruction under this Agreement at any time during regular business hours.
- E. The CONTRACTOR shall provide all supplies and materials needed for the Related and Supplemental Instruction, other than that which DISTRICT expressly agrees to provide in this Agreement.
- F. Both CONTRACTOR and the Apprentices will observe the policies, procedures and regulations governing DISTRICT and comply with established standards. The CONTRACTOR will report any and all violations of DISTRICT's requirements to the appropriate person or persons, including but not limited to the Associate Dean of Adult Education.
- G. The CONTRACTOR shall promptly remedy any failure to comply with the requirements of Section III upon receipt of written notice by DISTRICT.

IV. General Provisions:

- A. Neither party to this Agreement shall, on the basis of race, religion, national origin, sex, age or disability, unlawfully deny any person the benefits of or unlawfully subject any person to illegal discrimination under the program or services conducted pursuant to this Agreement. Furthermore, the CONTRACTOR shall at all times during the term of this Agreement remain in compliance with the State of California Plan For Equal Opportunity in Apprenticeship, and the parties shall cooperate

in any appropriate efforts taken to meet the goals and timetables of the Division of Apprenticeship Standards under the plan.

- B. The CONTRACTOR shall, after reasonable notice, provide DISTRICT with any and all information and data in the CONTRACTOR'S possession that is reasonably necessary to enable DISTRICT to comply with its reporting obligations and other responsibilities under the Civil Rights Act of 1964, the Education Amendments of 1972, Article 9.5 (commencing with Section 11.135) of Chapter One of Part 1 of Division 3 of Title 2 of the California Government Code or any other federal or state law, requiring nondiscrimination in employment or in any program receiving federal or state financial assistance.
- C. The CONTRACTOR apprenticeship contact hours will only be considered for approved classes as reported to the State, adhering to DISTRICT enrollment guidelines, and as such funds are available for Program support.
- D. The CONTRACTOR and the District shall hold its officers, agents and employees free and harmless from every claim or demand made and every liability, loss damage, or expense of any nature whatsoever which may be incurred by reason of any damage to property, including the DISTRICT'S property, or death or injury to persons arising out of the CONTRACTOR'S operations under this Agreement and resulting from the negligent or willful misconduct of the CONTRACTOR, its officers, employees, or agents, or from any dangerous or defective condition of the facility or premises.
- E. The Coordinator of CONTRACTOR, or his or her designee, the Apprenticeship Supervisor of the CONTRACTOR, and the Apprenticeship Director of the CONTRACTOR may formalize operational details by written amendment to this Agreement that is executed by both parties hereto.
- F. This Agreement contains the entire agreement between the parties. It supersedes any and all other agreements, either oral or in writing between the parties with regard to its subject matter and no other statement not contained in this document shall be valid and binding.
- G. Either party may terminate this Agreement at any time upon giving the other party not less than fifteen (15) days prior written notice. Notwithstanding, in the event the effective date of any such termination occurs during the term of any class, the effective date shall be delayed until the date in which the class term is completed. In the event of a termination, CONTRACTOR agrees to furnish the DISTRICT all reports, attendance records, and other data, which is needed to comply with DISTRICT'S reporting obligations and other responsibilities.

- H. This Agreement and the rights and responsibilities under it shall not be assigned in whole or part without the written consent of both parties.
- I. The CONTRACTOR shall assume full responsibility for the payments of the federal, state and local taxes or contributions imposed or required under social security, workers' compensation or income tax law, or any disability or unemployment law, or retirement contribution concerning the CONTRACTOR or any employee of the CONTRACTOR.
- J. During the entire term of this Agreement, the CONTRACTOR shall procure, pay for and maintain in full force and effect comprehensive general liability insurance, including owned and non-owned automobile (vehicle) liability insurance with respect to the service provided by the CONTRACTOR under this Agreement. All insurance policies shall state the name of the insurance carrier and name the DISTRICT as an additional insured. Liability insurance for death, bodily injury and property damage shall be for no less than One Million Dollars (\$1,000,000) per occurrence. All such policies of insurance shall be carried with responsible and solvent insurance companies authorized to do business in the State California. The CONTRACTOR agrees that it shall not cancel or reduce coverage provided by the aforementioned insurance policies without first giving the DISTRICT no less than thirty (30) days' prior written notice. Should any such policy of insurance be canceled or changed the CONTRACTOR agrees to immediately provide the DISTRICT true and correct copies of all new or revised certificates of insurance.
- K. DISTRICT shall provide insurance or self-insurance to cover Apprentices at DISTRICT'S own cost and expense as required by law and DISTRICT policy.
- L. Pursuant to and in accordance with the provisions of Government Code Section 8546.7, or any amendment thereto, all books, records, and files CONTRACTOR and DISTRICT connected with the performance of this Agreement, shall be subject to the examination and audit of the State Auditor of the State of California, at the request of DISTRICT or as a part of any audit of DISTRICT, for a period of three (3) years after final payment is made under this Agreement. The CONTRACTOR shall preserve and cause to be preserved such books, records and files for the audit period.
- M. All written notices, reports or other written communications under this Agreement shall be deemed to be properly given when deposited in the United States mail, postage prepaid, addressed as follows:

Notice to Cerritos Community College (DISTRICT)

1) Graciela Vasquez
Associate Dean of Adult Education
and Diversity Programs
Cerritos Community College
District
11110 Alondra Boulevard
Norwalk, CA 90650-6298

2) Mark B. Logan, CPPO, C.P.M.
Director of Purchasing and
Contract Administration
Purchasing Department
Cerritos Community College
District
11110 Alondra Boulevard
Norwalk, CA 90650-6298

Notice to the CAFSA. (CONTRACTOR)

1) Lorelei Upshaw
Training Coordinator
CAFSA
1408 W. Main Street, Suite D
Ripon, CA 95356
Telephone: (209) 253-4004
Fax: (866) 830-2245

2) John Upshaw
Director
CAFSA
1408 W. Main Street, Suite D
Ripon, CA 95356
Telephone: (209) 253-4004
Fax: (866) 830-2245

V. FEES and Reimbursements

A. In order to best manage and maintain the Program, the following stipulations have been agreed to by CONTRACTOR and DISTRICT:

A.1. The total sum reimbursable under this Agreement to CONTRACTOR shall not exceed **\$22,840 for fiscal year (FY) 16/17 based on a projected 10,000 RSI hours**. This sum is a fee for CONTRACTOR's services under the terms of this Agreement and represents eighty percent (80%) of total RSI (as defined below) received by the DISTRICT.

A.2. The amounts to be reimbursed to CONTRACTOR are provisional upon the terms of the Agreement, specifically, Item V. B. and C. below, and are based upon Related Supplemental Instruction ("RSI") hours generated for the Program.

B. Amounts to be reimbursed to CONTRACTOR under this Agreement as identified above are provisional and are subject to funding provided by the Apprenticeship Program Division within the California Community Colleges Chancellor's Office. Budgetary reductions or any changes in the State allocated budget for the Apprenticeship Program Division may change the amount of any allocation identified in this Agreement. Any modification to the amount allocated by the Apprenticeship Program Division will be agreed to in writing by both parties.

- C. The term of this Agreement shall be for three (3) years, effective **January 19, 2017**, and expiring on **June 30, 2019**. Since the term of this Agreement extends into fiscal years subsequent to that in which it is approved and executed, such continuation of the Agreement is contingent on the appropriation and availability of funds for such purpose, as determined in good faith by the DISTRICT.
- D. The DISTRICT shall issue Task Orders for future fiscal years beginning July 1, 2017, during the term of this Agreement. Future Task Orders be used in conjunction with the terms and conditions in this Agreement and shall detail the Program's projected allocation for that particular fiscal year and the not-to-exceed amount for the Program's reimbursement. If a Task Order is not issued, this Agreement will automatically terminate and the DISTRICT shall be relieved of any further obligations.
- E. The DISTRICT will continue to provide support with Program maintenance and with student registration, attendance records, class scheduling and class rooms, documenting generated RSI hours, and preparation of any necessary State reporting.
- F. The DISTRICT will reimburse CONTRACTOR for pre-approved and mutually agreed upon educational materials and supplies, and will do so only if funds remain available after all DISTRICT expenses have been recovered.
- G. In accordance with the provisions of Section 3074 of the California Labor Code, CONTRACTOR is responsible for all excess costs incurred by the DISTRICT exceeding state apportionment's and local revenue earned by the attendance of apprentices and such costs shall be payable by the CONTRACTOR upon receipt of a claim accompanied by appropriate supporting documentation.
- H. The DISTRICT'S reimbursement obligations hereunder are payable only and solely from funds appropriated for the purpose of this Agreement and are contingent upon the establishment of appropriations specified in Education Code Section 8152 for each fiscal year this Agreement is in effect. The DISTRICT has no obligation for any services, which may have been provided by CONTRACTOR hereunder if such funds are not appropriated and allocated for use by the DISTRICT for the purpose of the Program. The DISTRICT shall notify CONTRACTOR of any such non-allocation at the earliest possible date.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, this Agreement is executed by and on behalf of the parties hereto.

Dated: _____, 20____ California American Fire Sprinkler Association By: _____ Print Name: _____ Print Title: _____ E-Mail: _____ Tax ID No.: _____	Dated: _____, 20____ Cerritos Community College District By: _____ Print Name: _____ Print Title: _____

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **January 18, 2017**

Agenda Item No. 30

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Felipe Lopez
Vice President of Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT:	Consideration of Approval of Amendment to the Client Services Agreement with eLumen for Curriculum and Student Achievement Software Modules

ACTION

It is recommended that the Board of Trustees approve the amendment to the Client Services Agreement with eLumen for Curriculum and Student Achievement Software.

FISCAL IMPACT

The total contract sum shall be increased \$19,731 for a new not-to-exceed amount of \$39,462; funding for this contract will be allocated from Instructional Equipment funds.

REPORT SUMMARY

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

SERVICES – AMENDMENT

ELUMEN

CURRICULUM AND STUDENT ACHIEVEMENT SOFTWARE

Requested by: Mr. Rick Miranda, Acting Vice President of Academic Affairs

Purpose: On November 10, 2015, Cerritos College entered into a Client Services Agreement (“Agreement”) with eLumen for software modules for Curriculum and Student Achievement. The Agreement would provide for Cerritos College to define, analyze, and communicate data to assist in developing a new Curriculum inventory.

On December 7, 2016, entered into a renewal Client Services Agreement with eLumen for the software modules for Curriculum and Student Achievement from November 10, 2016 through May 8, 2017. At this time, Cerritos College would like to enter into an amendment with eLumen to extend the term of the Agreement an additional 6 months to maintain continuity with the software and technical support with a company who is already familiar with Cerritos College.

Period: The amended time period will be from November 10, 2016 through November 10, 2017.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

Amendment No. 1 to Contract No. 16C0109 – eLumen

Contract No. 16C0109 – eLumen

Amended
SCHEDULE A:
To eLumen Client Service Agreement dtd 11/10/16

TERM and FEE SCHEDULE

Effective Date: December 8th 2016

1. **Term** The term of this agreement shall be for the 6 month period, 5/9/17 to 11/09/17 .
2. **Payment Term:** Thirty (30) days upon receipt of invoice by Client.
3. **Fees** for Client's use of eLumen® Software Modules Described Below during the Term are detailed below:

Cerritos College FTES		15,854				
Cost per 6 months for Year 1 through Year 3	Standard Rate per Student	6 Month Cost	Standard Implementation	Beacon Program Discount 61%	Implementation Discount	5 Month Cost For Y2 of Program
Core Assessment and Strategic Initiatives	\$1.50	\$25,256	\$5,000	-\$15,431	-\$5,000	\$9,865
Curriculum Module	\$0.50	\$8,432	\$3,000	-\$5,144	-\$3,000	\$3,288
Student Engagement & ePortfolio Module	\$1.00	\$16,654	\$3,000	-\$10,287	-\$3,000	\$6,577
	\$3.00	\$50,592	\$11,000	-\$30,861	-\$11,000	\$19,731
Payment at Execution of Contract						\$19,731

4. **The Standard Onboarding Support Package** includes all reasonably necessary consultation requested in connection with use of the Professional Services or any problems therewith as stated in the eLumen Standard Onboard description. This includes technical support for the initial data load, as well as best practices assistance for entering student learning outcomes, initial change management planning, and an initial training each for the data steward, coordinator, and faculty member roles.
5. **Additional Support** Requests for support that are beyond the scope of Standard Support ("Additional Support") may be made and shall be at billed at \$140/hours
6. **Fee Schedule Changes** This Fee Schedule may only be amended by the written agreement of the Parties.

By their signatures below, the Parties accept the foregoing Fee Schedule.

For eLumen® Collaborative, LLC:	For Cerritos Community College District:
	
<u>Name:</u> Peter Zugschwert	<u>Name:</u>
<u>Title:</u> Chief Financial Officer	<u>Title:</u>
<u>Date:</u> 8 December 2016	<u>Date:</u>

**eLumen[®] Achievement
Software CLIENT SERVICES
AGREEMENT**

THIS CLIENT SERVICES AGREEMENT (the "Agreement") is made as of 10th November, 2016 ("Effective Date").

**THE PARTIES TO THIS
AGREEMENT**

eLumen, Inc. a Minnesota limited liability company	"Client": Cerritos Community College District
Address: 514 North 3rd Street, Suite 203 Minneapolis, Minnesota 55401	Address: 11110 Alondra Blvd, Norwalk, CA 90650

**THE
SERVICES**

eLumen[®] has developed and is the owner of all right, title, and interest in and to certain computer programs and related documentation known as eLumen[®] Software (the "Software"). The Software provides Clients the capability of defining, analyzing, and communicating data to track and analyze curriculum and student achievement. This Agreement sets forth the terms and conditions for Client's access to and use of the Services on a secure basis through an internet site hosted by eLumen[®]. eLumen[®] offers different service levels and the package purchased by Client is designated on the attached Fee Schedule. Client may upgrade its service level by contacting eLumen[®] and agreeing to a new Fee Schedule.

**THE TERMS AND
CONDITIONS**

1. DEFINITIONS. The following definitions shall apply to this Agreement:

- A. "AUP" shall mean the Acceptable Use Policy of eLumen[®].
- B. "Authorized Users" shall mean the students and personnel designated by Client.
- C. "Client Data" refers to the data provided by Client that resides in Client's services environment.
- D. "Confidential Information" means any information, knowledge, and know-how, not known to the general public and disclosed by a party to the other party under this Agreement that is marked as confidential or would normally be considered confidential under the circumstances. Client Data is Client's Confidential Information. Confidential Information does not include any information that: (i) is or becomes publicly available without breach of this Agreement, (ii) was known to a party prior to the date of this Agreement and can be proven so through documentation, (iii) is received from a third party who did not acquire or disclose the same by a wrongful act; or (iv) can be shown by documentation to have been independently developed by a party without reference to the other party's Confidential Information. It is understood that the Client is subject to the California Public Records Act (Gov. Code § 6250 *et seq.*). If a request under the California Public Records Act is made to view eLumen's Confidential Information, Client shall notify eLumen of the request and the date that such records will be released to the requester unless eLumen obtains a court order enjoining that disclosure. If eLumen fails to obtain a court order enjoining that disclosure, the

Client will release the requested information on the date specified.

- E. **"Content"** means information and data uploaded to the Site by Client and its Authorized Users.
 - F. **"Derivative Works"** means a work that is based upon one or more pre-existing works, such as a revision, modification, translation, abridgment, condensation, expansion or any other form in which such a pre-existing work may be recast, transformed or adapted, and that, if prepared without authorization by the owner of the pre-existing work, would constitute copyright infringement.
 - G. **"Documentation"** means any and all text material that describes the design, functions, operation, and use of the Services or the Software. The Documentation shall consist of all on-line screens designed for instructional purposes, operator and user manuals, training materials, guides, listings, specifications, and other materials for use in conjunction with the Software.
 - H. **"Enhancements"** means any and all changes or additions to the Software, including new releases and versions thereof other than Modifications that add new functions to, or substantially improve performance of, the Software.
 - I. **"FERPA"** means the U.S. Family Educational Rights and Privacy Act.
 - J. **"Intellectual Property"** means any and all intellectual property associated with the Software, Modifications and Enhancements, including, without limitation, designs, formulas, procedures, methods, apparatus, ideas, creations, improvements, works of authorship, materials, processes, inventions, techniques, data, know-how, show-how, algorithms, programs, subroutines, tools, patents and patentable materials, copyrights and copyrightable materials, and trade secrets.
 - K. **"Modifications"** means any and all changes or additions to the Software, other than Enhancements, that correct errors therein or support new releases thereof.
 - L. **"Party"** means either eLumen® or Client and **"Parties"** means both.
 - M. **"Services"** means access through the Site to the Software, use of the Site to upload Content, information on and support for the use of the Services and Software, and such additional and ancillary services and products, which may become available on the Site. Services include, without limitation, any improvements, upgrades and new version releases. If any products or functionality are renamed, repackaged or rebundled by eLumen, Client is entitled to equivalent or better products or functionality at no additional cost to Client.
 - N. **"Site"** means the password-protected secure Internet site hosted and controlled by eLumen® to which Client shall be provided access to the Services for the purposes of using the Software.
 - O. **"Software"** means the computer programs and any Documentation related to and comprising the eLumen® Software and its various licensed modules as defined in Schedule A, a unique and proprietary software application residing on a server and accessed through a web environment that provides organizations with the capability of defining, documenting, and communicating data on the achievements of students. Unless the context indicates otherwise, as used herein, "Software" includes Enhancements and Modifications to the modules listed in Schedule A.
 - P. **"Third Party Product"** means software or other technology owned by a third party that is or will be incorporated into or can reasonably be foreseen as likely to be used in connection with the Software, Modifications or Enhancements.
 - Q. **"Business Day"** means Monday through Friday excluding holidays as specified in the Business Schedule published in the elumen.info website, starting at 8:00 AM Central Time and Ending at 5:00 PM Central Time.
2. **TERM.** This Term is designated in Schedule A. The Agreement may be extended for successive one-year renewal terms through a written addendum executed by both Parties

3. FEES.

- A. The Fees payable by Client appear on the Fee Schedule attached and incorporated by reference as Schedule A. At the end of the Term or at the end of any Renewal Term, eLumen® may increase the fees appearing on the Fee Schedule for the subsequent Term, and Client may determine not to renew for the subsequent Term. Annual fee increases for the Software shall not exceed 10% in any given year. Invoices submitted to Client will be due to eLumen® within thirty (30) days upon receipt of invoice by Client.
- B. eLumen shall pay all contributions, taxes and premiums payable under federal, state and local laws measured upon the payroll of employees engaged in the performance of work under this Agreement, and all applicable sales, use, excise, transportation, privilege, occupational and other taxes applicable to furnish the work performance hereunder and shall save Client harmless from liability for any such contributions, premiums, and taxes for eLumen's employees and sub-contractors, if applicable. Client is a tax-exempt entity. eLumen shall be responsible for taxes assessable against eLumen based on eLumen's income, real or tangible property and employees.

4. CLIENT'S RIGHTS AND OBLIGATIONS. Client agrees to the following:

- A. Upon eLumen's acceptance of Client's order and for Term, Client has the nonexclusive, non-assignable, royalty free, worldwide limited right to use the Services solely for Client's internal business operations and subject to the terms of the Agreement.
- B. In order to use or access the Services, Client will obtain access to the Internet, either directly or through devices that access web-based content, and pay any service fees associated with such access, and provide all equipment necessary to make such Internet connection.
- C. Prior to accessing the Site and using the Services, Client will designate its Authorized Users and assign usernames and passwords to each Authorized User. Client accepts full responsibility for safeguarding their access to the Services and for protecting the Services and Client's Content from unauthorized access. Client shall bind each Authorized User to compliance with the terms and conditions of this Agreement, which by their nature are intended to be applicable to Authorized Users.
- D. eLumen® will be immediately notified of any loss or theft or unauthorized use of any of a user name, password, and/or other personal or company identification numbers that may be assigned by Client.
- E. Client will, and will require Authorized Users to, access and use the Services only in compliance with applicable law and this Agreement.
- F. Client has the requisite authority to use and store any confidential, proprietary or personally identifiable information included in the Content. Client is solely responsible for the development and use of Client Data. Without limiting the generality of the preceding sentence, eLumen is not responsible for compliance of Client Data with all laws and regulations and the AUP.

Upon termination of this Agreement, Client's access to the Services and Software shall cease and Client shall promptly return all copies of any Documentation in its possession or control. Client shall delete all copies of Documentation residing in on or off-line computer memory, and destroy all copies of such Documentation. Client shall, within 10 business days from the effective date of the termination, certify in writing by an officer or director of the Client, based on that officer's or director's actual knowledge, that all copies of the Documentation have been returned, deleted, and/or destroyed. In the absence of any direction from Client, eLumen® shall retain all Client Data for the time period specified in Section 5(F). Any time after the termination of this Agreement, Client may deliver a written request to eLumen® for the delivery to Client of the then most recent backup of the Client Data. eLumen® shall deliver the back-up to Client within 30 days of its receipt of such a written request.. After delivery of the Client Data pursuant to this Section, eLumen® shall no longer be subject the requirements of Section 5(F) and may destroy or otherwise dispose of any of the Client Data in its possession.

5. **DATA SECURITY AND FERPA.** eLumen's protocols for protection of Content and to ensure compliance with FERPA are as follows:
- A. The Services are designed to store all sensitive and personally identifiable information in an encrypted format. Encrypted data elements include but are not limited to: First Name, Last Name, Email, Student Id, Login Id, and Phone Number.
 - B. Only Client's authorized representatives will have access to the encryption keys, which are required in order to view encrypted data. Accordingly, all private and sensitive Content will be indecipherable while it is "at rest" on the physical database. No FERPA-protected or confidential Content will be transmitted without encryption or on an unsecured network connection. During network transmissions, confidentiality of such data will be maintained via an industry standard SSL (Secure Socket Layer) connection.
 - C. eLumen* employees and agents have no access to FERPA-protected or confidential Content unless specifically authorized by Client and then only on a temporary basis for a specific purpose, e.g., troubleshooting during Support Services. When eLumen employees and agents are provided access by Client to student data, records and information including paper and electronic student education record information ("Student Information"):
 - i. eLumen will be considered a "school official" for purposes of receipt of such Student Information. eLumen acknowledges it is familiar with all legal restrictions associated with the use and nondisclosure of Student Information. Both Client and eLumen certify that they will abide by California and United States laws concerning confidential Student Information and Student Information, including, but not limited to, FERPA and Education Code section 49060 et seq. Student Information is hereby included in the definition of Client Confidential Information.
 - ii. eLumen agrees to hold Student Information in strict confidence. eLumen shall not use or disclose Student Information received from, or on behalf of, Client, except as permitted or required by the Agreement, or as required by law. eLumen agrees that it will protect the Student Information it receives from, or on behalf of, Client, according to commercially acceptable standards and no less rigorously than it protects its own confidential information. eLumen shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all maintained or transmitted Student Information received from or on behalf of Client or its students and these measures will be extended by contract to all subcontractors used by eLumen.
 - iii. Upon termination, cancellation, expiration or other conclusion of the Agreement, eLumen shall return all Student Information to Client in a format acceptable to Client, or if return is not feasible as determined by Client in written notice to eLumen, destroy any and all Student Information.
 - iv. If Client reasonably determines in good faith that eLumen has materially breached any of its obligations relating to Student Information, Client, in its sole discretion, shall have the right to provide eLumen with a fifteen (15) day period to cure the breach, or terminate the Agreement immediately if cure is not possible. Client shall provide written notice to eLumen describing the violation and the action it intends to take.
 - v. eLumen shall notify Client of unauthorized access, use or disclosure of Student Information within one (1) calendar day of discovery, and shall provide a report to Client in the most expedient time possible and without unreasonable delay (if possible within one business day of validating discovery and after release by law enforcement, if applicable). To the extent of eLumen's actual knowledge, eLumen's report shall identify: (a) the nature of the unauthorized access, use or disclosure; (b) the Student Information accessed, used or disclosed; (c) who made the unauthorized access, use or received the unauthorized disclosure; (d) what eLumen has done

or shall do to mitigate any effect of the unauthorized access use or disclosure; and (e) what corrective action eLumen has taken or shall take to prevent future similar unauthorized access, use or disclosure. eLumen shall provide such other information, including a written report, requested by Client. eLumen will coordinate with Client to promptly notify students in accordance with the California Information Practices Act (California Civil Code section 1798 et seq.). eLumen similarly will report to, coordinate and cooperate with Client in the event of any break-in or attempted break-in to eLumen's

- vi. provided software systems or security protocols, network(s), or data center(s) which contain Student Information. eLumen shall indemnify, defend and hold Client harmless from all claims, liabilities, damages or judgments involving a third party, including Client's costs and attorney's fees, which arise as a result of eLumen's failure to meet any of its obligations under this Section.

D. The Client controls the Content uploaded to Client's database and its disposition. eLumen's hosted environment for the Services provides for automatic daily back-ups of Client's Content. Client may request additional back-ups to store and maintain Content off-site.

E. eLumen[®] will not access or disclose any Content entered by Client unless authorized by Client and/or compelled to do so by law. If eLumen[®] is ordered to make such disclosure, eLumen[®] will notify Client and to allow it the opportunity to oppose such disclosure.

F. eLumen[®] shall permit Client to retain Content stored on the Site for a minimum of three (3) years after termination of this agreement or the date of the last paid invoice, whichever is later.

G. eLumen[®] will host the Client's application services and database at a U.S. datacenter. The eLumen[®] services are currently hosted in Amazon's US-West (Oregon) center with fail-over to US-East (Virginia). The client shall be notified 30 days prior to any territorial changes to eLumen[®]'s hosting providers/infrastructure. Client's Data shall not be stored outside of the United States.

6. PROPRIETARY RIGHTS. Client will retain all ownership and intellectual property rights in and to Client's Data. eLumen[®] retains all of its ownership and license rights in the Software and all associated Modifications and Enhancements (including, without limitation, all Intellectual Property, Documentation and all Derivative Works). eLumen[®] owns and retains all applicable rights to patents, copyrights, trademarks, trade secret rights, mask rights, trademark and service mark rights, and any and all other proprietary rights of any kind whatsoever (collectively, the "Rights") now existing or later arising in connection with the Software and any and all updates, improvements, Enhancements, Modifications or Derivative Works regardless of whether the Enhancements, Modifications or Derivative Works are suggested or developed by eLumen[®], Client, or any other person or organization. eLumen[®] reserves the right to audit the Client's use of the Software with respect to features, functionality, and time without accessing confidential Content.

7. EARLY TERMINATION FOR DEFAULT.

A. eLumen[®] shall have the right to terminate this License upon thirty (30) days' notice, unless Client cures such default within the thirty (30) days provided Client shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and Client commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion, upon any of the following Events of Default by Client: (i) Failure to make any undisputed payment when due to eLumen[®] as required by this Agreement; (ii) Default in the performance of any covenant, term or provision of this Agreement regarding confidentiality; or (iii) Any unauthorized use of the Services other than as contemplated under this Agreement or otherwise authorized in writing by eLumen[®].

B. Client shall have the right, if eLumen has materially breached any of its obligations relating to Student Information, in its sole discretion, to provide eLumen with a fifteen (15) day period to cure the breach, or

terminate the Agreement immediately if cure is not possible. In the event of any other default by eLumen, Client shall have the right to immediately terminate this Agreement upon thirty (30) days' notice, unless eLumen cures such default within the thirty (30) days provided eLumen shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and eLumen commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. In the event that a dispute arises between eLumen and Client, eLumen expressly agrees to continue to perform its obligations under this Agreement during the pendency of the dispute. Each party agrees to the other that it shall diligently and in good faith attempt to resolve any disputes which may arise.

8. SERVICE LEVEL AGREEMENT. The following sets forth eLumen's agreement with respect to service levels provided to Client.

- A. eLumen[®] provides IT support for the Services in the form of telephone support, monitored email support, remote assistance using Remote Desktop, and a Virtual Private Network where available. Coverage parameters are as follows:
- E-mail support (preferred): 9:00 A.M. to 5:00 P.M. Monday – Friday Central Time.
 - E-mails received outside of office hours will be collected; however no action can be guaranteed until the next working day.
 - Toll-free telephone support: 9:00 A.M. to 5:00 P.M. Monday – Friday Central Time.
 - Calls received outside of office hours will be forwarded to a mobile phone service and best efforts will be made to answer / action the call.
 - 24-hour self-service online support is available through the application's knowledge base and ticketing system.
- B. eLumen[®] will respond to Service-related incidents and/or requests submitted by the Client within 24 business hours. Support will be provided in the shortest time frame possible depending on the complexity of the issue.
- C. Service-Level Agreement uptime is guaranteed to be 98% availability, not including scheduled maintenance.
- D. From time to time, the Services may be temporarily interrupted or curtailed due to equipment modifications, upgrades, relocation, repairs and other similar activities necessary during the operation and upgrade of the Services. eLumen[®] will post notice of periodic interruptions of the Services or "maintenance windows" from time to time to perform such activities and no reduction of payments will be made in the case of such temporary interruption of Services or "maintenance windows" previously posted. In the event of a temporary interruption in Services that is outside of such "maintenance windows" and is caused by a failure in the Software or servers or network connections, eLumen[®] shall issue to Client credits, to be used against future service fees, in an amount equal to the pro rata portion of the Fee paid by Client for the portion of the Services not furnished as a result of such interruption in Services, provided, however, that in no event shall eLumen[®] be liable for interruption or delays in transmission or errors or defects in transmission or failure to transmit caused by causes beyond its control, including without limitation acts of God or failure of any internet provider. In no event shall eLumen[®] be liable for any damages due to interruption of Services.

9. WARRANTY AND DISCLAIMER. Each party warrants that it has the authority to enter into this Agreement and, in connection with its performance of this Agreement, shall comply with all laws applicable to it related to data privacy, international communications and the transmission of technical or personal data. eLumen warrants that during the Term (i) the Software and Services shall perform materially substantially in accordance with the Agreement; and (ii) the functionality of the Software and Services will not be materially or substantially decreased during the Term and shall meet the service levels set forth in the Service Level Agreement. eLumen warrants that

during the Term of this Agreement installers and/or executables made available by eLumen to the Client are free from defects in material and workmanship. eLumen further warrants that during the Term of the Agreement the Software and Services shall operate materially and substantially in accordance with the functional specifications in the Agreement under normal, proper and intended usage and that the Software and Services do not contain any malicious code, computer worms, viruses or other harmful code or disabling device or any unlawful, discriminatory, libelous, harmful, obscene or otherwise objectionable material of any kind. eLumen further warrants that (a) eLumen has the right to possess, use and license the Services to Client for the purposes contemplated herein and stated in the Agreement and (b) that to eLumen's knowledge, the Software and Services do not infringe any copyright, trademark or trade secret of any third party; provided, however, that notwithstanding any other terms of this Agreement to the contrary, eLumen shall have no obligation to Client with respect to any claim that arises from any modification of the Software and Services by Client or any third party not authorized by eLumen. eLUMEN® DOES NOT GUARANTEE THAT THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, OR THAT eLUMEN® WILL CORRECT ALL SERVICES ERRORS. CLIENT ACKNOWLEDGES THAT eLUMEN® DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. eLUMEN® IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

10. LIMITATION OF LIABILITY. IN ORDER TO OFFER THE SERVICES AT A REASONABLE PRICE, CLIENTS AGREES THAT eLUMEN'S AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT CLIENT ACTUALLY PAID UNDER THIS AGREEMENT FOR THE SERVICES THAT GAVE RISE TO THE CLAIM DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM. CLIENT AGREES THAT IN NO EVENT SHALL eLUMEN® OR ITS AGENTS, EMPLOYEES, DIRECTORS OR SUPPLIERS BE LIABLE TO CLIENT, OR ANYONE CLAIMING THROUGH CLIENT, FOR (A) CLIENT'S INTENTIONAL ACTS, OMISSIONS OR NEGLIGENT ACTS; (B) FAILURE BY CLIENT TO COMPLY WITH CLIENT'S OBLIGATIONS UNDER THIS AGREEMENT, AND/OR APPLICABLE STATE, FEDERAL OR INTERNATIONAL LAW AND REGULATION; OR (C) INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, REGARDLESS OF THE TYPE OF CLAIM FROM WHICH THEY ARISE, EVEN IF THE POSSIBILITY OF SUCH DAMAGES WAS FORESEEABLE. FURTHER, CLIENT AGREES THAT REGARDLESS OF THE NATURE OR AMOUNT OF A CLAIM MAY HAVE AGAINST eLUMEN®, THE LIABILITY OF eLUMEN® AND ITS AGENTS, EMPLOYEES, DIRECTORS OR SUPPLIERS HEREUNDER IS LIMITED SOLELY TO CLIENT'S DIRECT DAMAGES.

11. CONFIDENTIAL INFORMATION. Each party will protect the other party's Confidential Information with the same standard of care it uses to protect its own Confidential Information or in a commercially reasonable manner, whichever is greater. Except as allowed in this Agreement, neither party will use or disclose Confidential Information, except to Affiliates, employees, and agents who have agreed in writing to keep it confidential. Each party (and any Affiliates, employees, and agents to which it has disclosed Confidential Information) may use Confidential Information only to exercise rights and to fulfill its obligations under this Agreement, while using reasonable care to protect such Confidential Information. To the extent of any conflict between this Section 11 and Section 5 hereof, Section 5 will control. As noted above, It is understood that the Client is subject to the California Public Records Act (Gov. Code § 6250 *et seq.*).

12. INDEMNIFICATION. eLumen shall defend, indemnify and hold Client harmless against any loss, damage or costs (including reasonable attorneys' fees) in connection with claims, demands, suits, or proceedings ("Claims") made or brought against Client by a third party alleging that the use of the Service as contemplated hereunder infringes a copyright, a U.S. patent, trade name, trade secret, trademark or other proprietary or contractual right of a third party, excluding such claims caused by the sole negligence or willful misconduct of the Client. Additionally, eLumen agrees to and does hereby indemnify, hold harmless and defend Client and its Board of Trustees, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense (including attorneys' fees), of any nature whatsoever ("Damages"), which may be incurred by reason of any injury to or death of any person(s), or damage to or loss of any property or any and all other actions, claims, liens, damages to persons or property, penalties, obligations or liabilities that may be asserted or

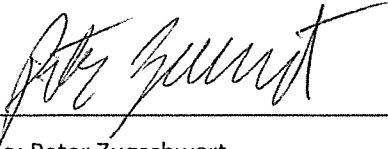
claimed by any person, firm, association, entity, corporation, political subdivision, or other organization, caused by any act, neglect, default, or omission of eLumen, or any person, firm or corporation employed by eLumen, either directly or by independent contract, arising out of, or related to, the services covered by this Agreement, whether said Damages occur either on or off Client's property, except for liability for Damages which result from the sole negligence or willful misconduct of Client or its officers, employees or agents eLumen and Client (each an "Indemnifying Party") will defend the other party ("Indemnified Party") against any claim, demand, suit or proceeding made or brought against Indemnified Party by a third party arising out of the Indemnifying Party's actual or alleged negligence, willful misconduct, violation of law, or breach of this Agreement by the Indemnifying Party (a "Claim"), and will further indemnify the Indemnified Party from any damages, attorney fees and costs finally awarded against the Indemnified Party as a result of, or for any amounts paid by Indemnified Party under a court-approved settlement of, a Claim.

13. **COMPLIANCE WITH APPLICABLE LAWS.** eLumen agrees to comply with all federal, State and local laws, rules, regulations and ordinances that are now or may in the future become applicable to eLumen, eLumen's business, equipment and personnel engaged in operations covered by this Agreement. eLumen certifies that it is familiar with the federal and state laws, as well as any other applicable requirements for the storage and transmission of Client Data and eLumen will comply with all such requirements. eLumen and all eLumen's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.
14. **INSURANCE.** eLumen agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect eLumen and Client against liability or claims of liability which may arise out of this Agreement. eLumen shall provide Five Million Dollars (\$5,000,000.00) in Cyber Liability Insurance to cover Security, Privacy, Business Interruption, Cyber Extortion, and Denial of Service. In addition, eLumen agrees to provide an endorsement to these policies stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by Client shall be excess and noncontributory." eLumen shall provide Client with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. eLumen agrees to name Client and its officers, agents and employees as additional insured under said policies. eLumen agrees to maintain workers' compensation insurance as required under the laws of the State of California.
15. **AUDIT.** eLumen security procedures, financial records and supporting documents shall be available for inspection, reproduction and audit by the Client or its auditors at Client's request.
16. **TIME IS OF THE ESSENCE.** Time is of the essence of all terms, covenants and conditions of this Agreement and except as otherwise provided herein, all of the terms, covenants and conditions of this Agreement shall apply to, benefit and bind the successors or assigns of the respective parties, jointly and individually.
17. **INDEPENDENT CONTRACTOR.** For purposes of this Agreement, all persons employed by eLumen in the performance of services and functions with respect to this Agreement shall be deemed employees of eLumen and no eLumen employee shall be considered as an employee of the Client under the jurisdiction of Client, nor shall such eLumen employees have any Client pension, civil service, or other status while an employee of the eLumen. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other agreement between the Client and eLumen.
18. **ATTORNEY FEES.** If any legal action is necessary to enforce this License, the prevailing Party shall be entitled to reasonable attorney fees, costs, and expenses in addition to any other relief to which it may be entitled.
19. **NOTICE.** All notices required or permitted to be given by one Party to the other under this Agreement shall be sufficient if sent by certified mail, return receipt requested, to the Parties at the respective addresses set forth

above or to such other address as the Party to receive the notice has designated by notice to the other Party.

- 20. GOVERNING LAW; JURISDICTION AND VENUE.** This Agreement shall be governed by and construed under the laws of the State of California. Each of the Parties consents and agrees that all legal proceedings relating to the subject matter of this Agreement shall be maintained in courts sitting within the State of California. Service of process in any such proceeding may be made by certified mail, return receipt requested, directed to the respective Party at the address at which it is to receive notice as provided herein.
- 21. SEVERABILITY.** If any provision of this Agreement is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby.
- 22. NO WAIVER.** The failure by any Party to exercise any right provided for herein shall not be deemed a waiver of any right hereunder.
- 23. COMPLETE AGREEMENT.** Appended to this Agreement is Schedule A, the Fee Schedule and together this Agreement and the Fee Schedule comprise the complete agreement of the Parties.
- 24. BINDING EFFECT; ASSIGNMENT.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of each party. Neither this Agreement nor any of the rights or obligations hereunder shall be assigned or delegated by either party hereto without the prior written consent of the other party; provided, however, this Agreement may be assigned by eLumen^o to an Affiliate or any person or entity which succeeds to the interests of eLumen^o by reason of a merger, consolidation, or reorganization involving eLumen^o or a sale of all or substantially all of the assets or equity of eLumen^o.
- 25. NO THIRD PARTY BENEFICIARIES.** There are no third-party beneficiaries to this Agreement.
- 26. SURVIVAL.** The following Sections will survive expiration or termination of this Agreement: 1, 3(B), 4(G), 6, 9, and 10 through 20.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth first above, with full knowledge of its content and significance and intending to be legally bound by the terms hereof.

For eLumen ^o Collaborative, LLC:	For Cerritos Community College District:
	
<u>Name:</u> Peter Zugschwert	<u>Name:</u> Mark B. Logan, CPPO, C.P.M
<u>Title:</u> Chief Financial Officer	<u>Title:</u> Director of Purchasing & Contract Administration
<u>Date:</u> 10 November 2016	<u>Date:</u> 12-7-16

SCHEDULE A:

TERM and FEE SCHEDULE

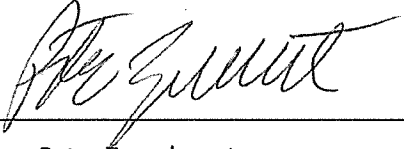
Effective Date: November 10th 2016

1. **Term** The term of this agreement shall be for the 6 month period, 11/10/16 to 5/08/17 .
2. **Payment Term:** Thirty (30) days upon receipt of invoice by Client.
3. **Fees for Client's use of eLumen[®] Software Modules Described Below during the Term are detailed below:**

Cerritos College FTES 16,854						
Cost per 6 months for Year 1 through Year 3	Standard Rate per Student	6 Month Cost	Standard Implementation	Bacon Program Discount 61%	Implementation Discount	6 Month Cost For Y2 of Program
Core Assessment and Strategic Initiatives	\$1.50	\$25,286	\$5,000	-\$15,431	-\$5,000	\$2,855
Curriculum Module	\$0.50	\$8,432	\$3,000	-\$5,144	-\$3,000	\$3,288
Student Engagement & ePortfolio Module	\$1.00	\$16,854	\$3,000	-\$10,287	-\$3,000	\$5,577
	\$3.00	\$50,592	\$11,000	-\$30,861	-\$11,000	\$12,731
Payment at Execution of Contract						\$19,731

4. **The Standard Onboarding Support Package** includes all reasonably necessary consultation requested in connection with use of the Professional Services or any problems therewith as stated in the eLumen Standard Onboard description. This includes technical support for the initial data load, as well as best practices assistance for entering student learning outcomes, initial change management planning, and an initial training each for the data steward, coordinator, and faculty member roles.
5. **Additional Support** Requests for support that are beyond the scope of Standard Support ("Additional Support") may be made and shall be at billed at \$140/hours
6. **Fee Schedule Changes** This Fee Schedule may only be amended by the written agreement of the Parties.

By their signatures below, the Parties accept the foregoing Fee Schedule.

For eLumen® Collaborative, LLC:	For Cerritos Community College District:
	
<u>Name:</u> Peter Zugschwert	<u>Name:</u> Mark B. Logan, CPPO, C.P.M
<u>Title:</u> Chief Financial Officer	<u>Title:</u> Director of Purchasing & Contract Administration
<u>Date:</u> 10 November 2016	<u>Date:</u> 12-7-16

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **January 18, 2017**

Agenda Item No. 31

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Felipe Lopez
Vice President of Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT:	Consideration of Approval of Project Assignment Agreement No. 5 to the Master Inspector Services Agreement with TYR, Inc. for the Health and Wellness Complex Project

ACTION

It is recommended that the Board of Trustees approve Project Assignment Agreement No. 5 to the Master Inspector Services Agreement with TYR, Inc. for the Health and Wellness Complex Project.

FISCAL IMPACT

The total contract sum shall be for the not-to-exceed amount of \$548,600; this amount will be funded from the GO Bond. TYR, Inc. is headquartered in Lakewood, CA.

REPORT SUMMARY

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

**PROJECT ASSIGNMENT AGREEMENT NO. 5 TO THE MASTER INSPECTOR SERVICES AGREEMENT FOR THE HEALTH AND WELLNESS COMPLEX PROJECT
TYR, INC.**

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

Purpose: On February 25, 2015, Cerritos College entered into a Master Inspector Services Agreement ("Master Agreement") with TYR, Inc. for the purpose of creating a qualified pool of inspector of record firms for campus projects pursuant to Request for Qualifications (RFQ) No. 13P026, Inspector of Record Services. The intent of the Master Agreement was that individual Project Assignment Agreements would be drafted for each project on an as-needed basis. Project Assignment Agreements specify the scope of work, project cost estimates, fee to inspection firm, conditions specific to the project, and are governed by the terms and conditions of the Master Agreement.

Project Assignment Agreement No. 5 arises out of Cerritos College's desire to obtain the necessary inspection services for the completion of the Health and Wellness Complex project funded by GO Bond allocations. TYR, Inc.'s services includes, but is not limited to, providing daily inspection and reports,

coordination of materials testing, reviewing punch list items, and submitting the final report to DSA for the Health and Wellness Complex project.

Period: The time period will be from January 19, 2017 through April 30, 2020.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

Draft of Project Assignment Agreement No. 5 to Contract No. 13P036 – TYR, Inc.

Project Assignment Agreement No. 4 to Contract No. 13P036 – TYR, Inc.

Project Assignment Agreement No. 3 to Contract No. 13P036 – TYR, Inc.

Project Assignment Agreement No. 2 to Contract No. 13P036 – TYR, Inc.

Project Assignment Agreement No. 1 to Contract No. 13P036 – TYR, Inc.

Contract No. 13P036, Master Inspector Services Agreement, TYR, Inc.



PROJECT ASSIGNMENT AGREEMENT NO. 5
TO
MASTER INSPECTOR SERVICES AGREEMENT
CONTRACT NO. 13P036
BETWEEN
CERRITOS COMMUNITY COLLEGE DISTRICT
AND
TYR, INC.
DATED
FEBRUARY 25, 2015

WHEREAS, this PROJECT ASSIGNMENT AGREEMENT is made and entered into as of **January 19, 2017** by and between the **Cerritos Community College District** ("DISTRICT") and **TYR, Inc.** ("INSPECTOR"); and

WHEREAS, this PROJECT ASSIGNMENT AGREEMENT shall be considered attached to and incorporated in that certain document dated **February 25, 2015** entitled "Master Inspector Services Agreement", **Contract No. 13P036** ("AGREEMENT") as the PARTIES desire to identify a PROJECT that will be completed pursuant to the terms of the AGREEMENT; and

WHEREAS, this PROJECT ASSIGNMENT AGREEMENT arises out of the DISTRICT's desire to obtain the necessary inspection services for the completion of the **Health and Wellness Complex** project which shall hereinafter be considered a formal "PROJECT" subject to the terms and conditions of the AGREEMENT; and

WHEREAS, this PROJECT ASSIGNMENT AGREEMENT is being executed between the PARTIES pursuant to Section (A) of the AGREEMENT; and

WHEREAS, the initial Recitals of the AGREEMENT require that each portion of the PROJECT be identified and made a part of the AGREEMENT through a written PROJECT ASSIGNMENT AGREEMENT executed by both PARTIES, which identifies the name of the improvement, location, scope of work, basis of compensation, and any additional Basic Services that will be performed by the INSPECTOR in accordance with the AGREEMENT.

NOW, THEREFORE, the PARTIES hereto agree that the aforementioned improvement shall be completed pursuant to the terms and conditions of the AGREEMENT and as otherwise set forth herein below:

1. Project Description.

A. INSPECTOR shall provide inspection services for the following PROJECT:

- 1) Health and Wellness Complex

2. Basic Services.

A. The INSPECTOR shall provide all the basic services set forth in the AGREEMENT in connection with this PROJECT ASSIGNMENT AGREEMENT, with the exception of the following services which are not needed for the completion of this PROJECT, as determined by the INSPECTOR in its professional opinion and approved by the DISTRICT:

- 1) None

3. Additional Basic Services, Consultants and Deliverables. Services, consultants, and/or other deliverables that are not set forth in the AGREEMENT but which are required for the completion of this PROJECT shall be described in Attachment "1" which is attached hereto this PROJECT ASSIGNMENT AGREEMENT and incorporated herein by this reference.

4. Inspector Compensation.

A. **Inspector Fee for Basic Services.** For performing the Basic Services detailed in the AGREEMENT and this PROJECT ASSIGNMENT AGREEMENT for the completion of the PROJECT, the DISTRICT agrees to pay INSPECTOR in accordance with the rate and price schedule information set forth in EXHIBIT "A" to the AGREEMENT unless an alternative fee for Basic Services is agreed upon between the PARTIES and attached hereto this PROJECT ASSIGNMENT AGREEMENT as Attachment "1".

B. In no event shall the total payment to INSPECTOR under this PROJECT ASSIGNMENT AGREEMENT exceed the Estimated Project Inspection Cost ("INSPECTION COST") of **Five Hundred Forty-Eight Thousand Six Hundred (\$548,600.00)**, for all services performed and expenses, inclusive of all extra service expenses, incurred pursuant to this PROJECT ASSIGNMENT AGREEMENT.

5. Approval Required. This PROJECT ASSIGNMENT AGREEMENT is not a valid or enforceable obligation against the DISTRICT until approved or ratified by motion of the Governing Board of the District duly passed and adopted.

The PARTIES, through their authorized representatives, have executed this PROJECT ASSIGNMENT AGREEMENT as of the day and year first written above.

Dated: _____, 20____

Dated: _____, 20____

Cerritos Community College District

Company Name

By: _____

By: _____

Print Name: Felipe Lopez

Print Name: Youssef Sobhi

Print Title: Vice President Business Services

Print Title: President

DRAFT

Information regarding Inspector:

License No: 3263

Address: 4010 Watson Plaza Drive, Suite 205

Address: Lakewood, CA 90712

Telephone: 562-421-9800

Facsimile: 562-421-9808

Email: ysobhi@tyrior.com

Type of Business Entity:

☐ Individual

☐ Sole Proprietorship

☐ Partnership

☐ Limited Partnership

☒ Corporation, State: California

☐ Limited Liability Company

☐ Other: _____

14-1880444 :
Employer Identification and/or
Social Security Number

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

EXHIBIT “A”

1. Consultant’s Proposal is **not** made part of this PAA and has been included **for reference only**.
 - a. Reference attached proposal from Youssef Sobhi, President and Senior Inspector, TYR, Inc. to Peter Stavros, Project Engineer, Tilden-Coil Constructors, Inc., Cerritos Community College District dated September 6, 2016 regarding Inspection Services Proposed Health and Wellness Complex Project (4 pages), attached hereto and incorporated herein by this reference as ATTACHMENT “1”.
2. Task 1 – Scope of Work
 - a. Daily and Semi Monthly Inspection and Reports
 - b. Supervising Special Inspection and Material Testing Activities
 - c. Correspondence and needed with Project Manager and Architect
 - d. Attend Weekly and Pre-construction Meetings
 - e. Punch List Items
 - f. Final Verified Reports to DSA
 - g. Review Contractor’s As-Built and Record Keeping
 - h. Review Monthly Payment Application and other assigned duties
3. Findings and recommendations to be prepared in accordance with generally accepted professional engineering and engineering geological principles and practice in this area of Southern California.
4. Includes workers’ compensation insurance as required by law.
5. Cost of Professional Services
 - a. Scope of Work \$473,600.00
 - b. Potential DIR Wage Increases \$25,000.00
 - c. DIR Overtime Allowance \$50,000.00
 - d. Total \$548,600.00
6. Schedule
 - a. January 19, 2017 – April 30, 2020

Master Agreement	Wages	PAA Wages
Class 1	74.00	74.00
Class 2	67.00	67.00
Class 3	64.00	64.00



Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 4

TO

MASTER INSPECTOR SERVICES AGREEMENT

CONTRACT NO. 13P036

BETWEEN

CERRITOS COMMUNITY COLLEGE DISTRICT

AND

TYR, INC.

DATED

FEBRUARY 25, 2015

WHEREAS, this PROJECT ASSIGNMENT AGREEMENT is made and entered into as of **December 11, 2015** by and between the **Cerritos Community College District** ("DISTRICT") and **TYR, Inc.** ("INSPECTOR"); and

WHEREAS, this PROJECT ASSIGNMENT AGREEMENT shall be considered attached to and incorporated in that certain document dated **February 25, 2015** entitled "Master Inspector Services Agreement", **Contract No. 13P036** ("AGREEMENT") as the PARTIES desire to identify a PROJECT that will be completed pursuant to the terms of the AGREEMENT; and

WHEREAS, this PROJECT ASSIGNMENT AGREEMENT arises out of the DISTRICT's desire to obtain the necessary inspection services for the completion of the **Social Science: Open DSA Project (ACT Ceiling)** project which shall hereinafter be considered a formal "PROJECT" subject to the terms and conditions of the AGREEMENT; and

WHEREAS, this PROJECT ASSIGNMENT AGREEMENT is being executed between the PARTIES pursuant to Section (A) of the AGREEMENT; and

WHEREAS, the initial Recitals of the AGREEMENT require that each portion of the PROJECT be identified and made a part of the AGREEMENT through a written PROJECT ASSIGNMENT AGREEMENT executed by both PARTIES, which identifies the name of the improvement, location, scope of work, basis of compensation, and any additional Basic Services that will be performed by the INSPECTOR in accordance with the AGREEMENT.

NOW, THEREFORE, the PARTIES hereto agree that the aforementioned improvement shall be completed pursuant to the terms and conditions of the AGREEMENT and as otherwise set forth herein below:

1. Project Description.

A. INSPECTOR shall provide inspection services for the following PROJECT:

- 1) Social Science: Open DSA Project

2. Basic Services.

A. The INSPECTOR shall provide all the basic services set forth in the AGREEMENT in connection with this PROJECT ASSIGNMENT AGREEMENT, with the exception of the following services which are not needed for the completion of this PROJECT, as determined by the INSPECTOR in its professional opinion and approved by the DISTRICT:

- 1) *None*

3. Additional Basic Services, Consultants and Deliverables. Services, consultants, and/or other deliverables that are not set forth in the AGREEMENT but which are required for the completion of this PROJECT shall be described in Attachment "1" which is attached hereto this PROJECT ASSIGNMENT AGREEMENT and incorporated herein by this reference.

4. Inspector Compensation.

A. **Inspector Fee for Basic Services.** For performing the Basic Services detailed in the AGREEMENT and this PROJECT ASSIGNMENT AGREEMENT for the completion of the PROJECT, the DISTRICT agrees to pay INSPECTOR in accordance with the rate and price schedule information set forth in EXHIBIT "A" to the AGREEMENT unless an alternative fee for Basic Services in agreed upon between the PARTIES and attached hereto this PROJECT ASSIGNMENT AGREEMENT as Attachment "1".

B. In no event shall the total payment to INSPECTOR under this PROJECT ASSIGNMENT AGREEMENT exceed the Estimated Project Inspection Cost ("INSPECTION COST") of **Fourteen Thousand, Two Hundred Eight and 00/100 Dollars (\$14,208.00)**, for all services performed and expenses, inclusive of all extra service expenses, incurred pursuant to this PROJECT ASSIGNMENT AGREEMENT.

5. Approval Required. This PROJECT ASSIGNMENT AGREEMENT is not a valid or enforceable obligation against the DISTRICT until approved or ratified by motion of the Governing Board of the District duly passed and adopted.

The PARTIES, through their authorized representatives, have executed this PROJECT ASSIGNMENT AGREEMENT as of the day and year first written above.

Dated: 1/16, 2016

Cerritos Community College District

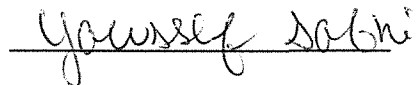
By: 

Print Name: Dr. David El Fattal

Print Title: Vice President of Business Services

Dated: December 30, 2015

TYR, Inc.

By: 

Print Name: Youssef Sobhi

Print Title: President

Information regarding Inspector:

License No.: 3263

Address: 4010 Watson Plaza Drive, Suite 205

Lakewood, CA 90712

Telephone: 562-421-9800

Facsimile: 562-421-9808

E-Mail: ysobhi@tyrior.com

Type of Business Entity:

☐ Individual

☐ Sole Proprietorship

☐ Partnership

☐ Limited Partnership

☒ Corporation, State: California

☐ Limited Liability Company

☐ Other: _____

14-1880444

Employer Identification and/or
Social Security Number

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

ATTACHMENT "1"

SERVICES NOT DETAILED IN THE AGREEMENT

1. Consultant's Proposal is not made part of this PAA and has been included for reference only.
 - a. Reference attached proposal from Youseef Sobhi, President and Senior Inspector, TYR, Inc. to Robert Gonzalez, Tilden-Coil Constructors, Inc., Cerritos Community College dated December 14, 2015 regarding Estimated Proposal – Cerritos College – Social Science BLDG: Open DSA Project (ACT Ceiling) DSA A# 03-50815 (2 pages), attached hereto and incorporated herein by this reference as ATTACHMENT "1".
2. Scope of Work per the "Scope of Work" section of TYR's proposal referenced above.
3. Cost of Inspection Services (time and material not to exceed budgets):

a. Phase 1	\$ 7,104.00
b. Phase 2	\$ 7,104.00
c. Total	\$14,208.00
4. Schedule
 - a. December 15, 2015 – August 31, 2016.



December 14, 2015
Cerritos Community College District
Attn: Robert Gonzalez
Tilden-Coil Constructors, Inc.
1110 Alondra Blvd
Norwalk, CA 90650

Reference: Estimated Proposal – Cerritos College - Social Science BLDG: Open DSA Project (ACT Ceiling) Phase 1 and Phase 2 DSA A# 03-50815

Dear Mr. Gonzalez,

TYR, Inc. is honored to submit a proposal for inspection services to the above mentioned project for the Cerritos Community College District.

BACKGROUND

The Cerritos College Social Science BLDG: Open DSA Project (ACT Ceiling) Project will be located at Cerritos College, 1110 Alondra Blvd, Norwalk, CA 90650. Project consist closing out an existing A# on the Social Science Building.

SCOPE OF WORK

TYR, Inc. proposes the following scope of work:

1. Coordinate with District Architect / Structural Engineer, DSA, District Staff and Contractors for determining scope of work required to certify the project.
2. Review required project close out documents and approved DSA plans and cross reference with tracker as needed
3. Submit DSA form 5PI to the design professional and the District.
4. IOR will coordinate with DSA field engineer as needed throughout the close process.
5. Perform on site review/inspection for existing installation and provide the district with a complete reports and insure that all is in compliance with the applicable code that they were built under.
6. Provide a list of all items that needs to be corrected (if any) and provide a final review and sign off on rough in-installation.
7. Prepare and submit final DSA form 6PI for final close out project.

ABILITY TO PERFORM

We are proud in providing the most experienced and professional team of inspectors that are highly qualified. These inspector carry multiple inspection certifications and licenses to perform their duties in the most efficient manner. In the following summary, we will shed light on a few points that describe our ability to successfully provide and complete inspection services:

1. During our years in business, we have provided our services and dedicated a segment of our resources to service all types of projects such as modernization, new construction, portables, design build and renovation. These types of projects have been inspected by many of our inspectors throughout numerous Southern California Districts and Community Colleges, such as Sweetwater USD, Duarte Unified School District, Los Angeles Unified School District, Bellflower Unified School District, Lynwood Unified School District, Montebello Unified School District, Simi Valley Unified School District, Los Angeles Community College District, Long Beach Community College District, and Coast Community College.
2. At TYR, Inc. we understand the nature of all types of construction projects and the need of an inspector that would push these projects forward. Our inspectors have an understanding of the importance of inspecting according to code, approved plans and specifications. This requires a different level of experience and knowledge to get these projects completed on time and within budget. Based on this, the pool of inspectors we assign have been involved in similar type and size projects that are capable of managing multiple tasks without adding any extra cost to the owner.
3. Another important factor regarding our inspectors, they are familiar with the importance of the inspection team; they are experienced in working closely with project architects, engineers, construction managers, and contractors. We have developed an easy system of inspection requests and reports that fit both general contractor and multi-prime contractor projects to ensure accurate documentation for work activities.
4. TYR, Inc. understands that during construction, with existing buildings, emergency situations may arise at any time and the need of immediate inspection is a necessity. In addition, although our main office is located in Long Beach, TYR, Inc. maintains sub-offices in San Diego, San Bernardino and Northern California areas. With an extensive range of locations we service, we pride ourselves in assigning an inspector close to the project and his residence to minimize the driving distance. We have found this to be essential, not only for the inspector, but more importantly to the client, after all, that is one of the reasons we have chosen our company motto to be IOR ON DEMAND.

ESTIMATED COST

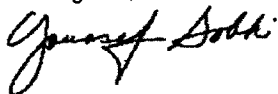
The following is an estimated proposal based upon the expected duration December 21, 2015 – January 7, 2016 (Winter Break 2015) for Phase 1 and March 14, 2016- March 20, 2016 (Spring Break 2016) for Phase 2, as provided by the district, for the Cerritos College Social Science BLDG: Open DSA Project (ACT Ceiling) Project. With the assigned full-time Class 1 with the hourly rate of \$74.00, the total proposal estimate cost is \$14,208.00. (This includes annual increase and excludes overtime, off hours and legal holidays).

Please refer to the following breakdown:

Cerritos College Social Science BLDG: Open DSA Project (ACT Ceiling) Project		
Duration	Hours	Total
Phase 1		
Winter Break 2015	96	\$7,104
Phase 2		
Spring Break 2016	96	\$7,104
Estimated Total	192	\$14,208

If there is any additional information you may need, please do not hesitate to call.

Best regards,



Youssef Sobhi
President and Senior Inspector



Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 3
TO
MASTER INSPECTOR SERVICES AGREEMENT
CONTRACT NO. 13P036
BETWEEN
CERRITOS COMMUNITY COLLEGE DISTRICT
AND
TYR, INC.
DATED
FEBRUARY 25, 2015

WHEREAS, this PROJECT ASSIGNMENT AGREEMENT is made and entered into as of **September 16, 2015** by and between the **Cerritos Community College District** ("DISTRICT") and **TYR, Inc.** ("INSPECTOR"); and

WHEREAS, this PROJECT ASSIGNMENT AGREEMENT shall be considered attached to and incorporated in that certain document dated **February 25, 2015** entitled "Master Inspector Services Agreement", **Contract No. 13P036** ("AGREEMENT") as the PARTIES desire to identify a PROJECT that will be completed pursuant to the terms of the AGREEMENT; and

WHEREAS, this PROJECT ASSIGNMENT AGREEMENT arises out of the DISTRICT's desire to obtain the necessary inspection services for the completion of the **Sports Field Restroom** project which shall hereinafter be considered a formal "PROJECT" subject to the terms and conditions of the AGREEMENT; and

WHEREAS, this PROJECT ASSIGNMENT AGREEMENT is being executed between the PARTIES pursuant to Section (A) of the AGREEMENT; and

WHEREAS, the initial Recitals of the AGREEMENT require that each portion of the PROJECT be identified and made a part of the AGREEMENT through a written PROJECT ASSIGNMENT AGREEMENT executed by both PARTIES, which identifies the name of the improvement, location, scope

of work, basis of compensation, and any additional Basic Services that will be performed by the INSPECTOR in accordance with the AGREEMENT.

NOW, THEREFORE, the PARTIES hereto agree that the aforementioned improvement shall be completed pursuant to the terms and conditions of the AGREEMENT and as otherwise set forth herein below:

1. Project Description.

A. INSPECTOR shall provide inspection services for the following PROJECT:

- 1) Sports Field Restroom

2. Basic Services.

A. The INSPECTOR shall provide all the basic services set forth in the AGREEMENT in connection with this PROJECT ASSIGNMENT AGREEMENT, with the exception of the following services which are not needed for the completion of this PROJECT, as determined by the INSPECTOR in its professional opinion and approved by the DISTRICT:

- 1) *None*

3. Additional Basic Services, Consultants and Deliverables. Services, consultants, and/or other deliverables that are not set forth in the AGREEMENT but which are required for the completion of this PROJECT shall be described in Attachment "1" which is attached hereto this PROJECT ASSIGNMENT AGREEMENT and incorporated herein by this reference.

4. Inspector Compensation.

A. **Inspector Fee for Basic Services.** For performing the Basic Services detailed in the AGREEMENT and this PROJECT ASSIGNMENT AGREEMENT for the completion of the PROJECT, the DISTRICT agrees to pay INSPECTOR in accordance with the rate and price schedule information set forth in EXHIBIT "A" to the AGREEMENT unless an alternative fee for Basic Services in agreed upon between the PARTIES and attached hereto this PROJECT ASSIGNMENT AGREEMENT as Attachment "1".

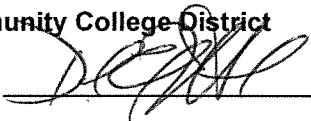
B. In no event shall the total payment to INSPECTOR under this PROJECT ASSIGNMENT AGREEMENT exceed the Estimated Project Inspection Cost ("INSPECTION COST") of **Fifteen Thousand Three Hundred Ninety-Two and 00/100 (\$15,392.00)**, for all services performed and expenses, inclusive of all extra service expenses, incurred pursuant to this PROJECT ASSIGNMENT AGREEMENT.

5. Approval Required. This PROJECT ASSIGNMENT AGREEMENT is not a valid or enforceable obligation against the DISTRICT until approved or ratified by motion of the Governing Board of the District duly passed and adopted.

The PARTIES, through their authorized representatives, have executed this PROJECT ASSIGNMENT AGREEMENT as of the day and year first written above.

Dated: 11/2, 2015

Cerritos Community College District

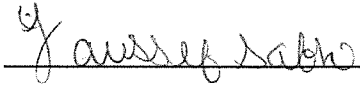
By: 

Print Name: Dr. David El Fattal

Print Title: Vice President of Business Services

Dated: October 16, 2015

TYR, Inc.

By: 

Print Name: Youssef Sobhi

Print Title: President

Information regarding Inspector:

License No.: 3263
Address: 4010 Watson Plaza Dr., Suite 205
Lakewood, CA 90712
Telephone: 562-421-9800
Facsimile: 562-421-9808
E-Mail: ysobhi@tyrior.com

Type of Business Entity:

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

14-1880444 :
Employer Identification and/or
Social Security Number

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

ATTACHMENT "1"

SERVICES NOT DETAILED IN THE AGREEMENT

1. Reference Inspector's proposal dated April 7, 2015 (1 page), attached hereto and made a part of this PAA by this reference.



I.O.R. Services
DSA & OSHPD Inspection

April 7, 2015

Tilden-Coil Constructors
c/o Cerritos Community College
Attn: Jared Tannen
11110 Alondra Blvd.
Norwalk, CA 90650

Reference: IOR Services for Cerritos College – Sports Field Restroom Proposal

Dear Mr. Tannen,

TYR, Inc. is honored to submit a proposal for inspection services to the above mentioned project for the Cerritos Community College District.

The following estimated proposal is based upon the estimated construction start of September 2015 and the duration of 75 calendar days which includes a preconstruction meeting and final punch walk. With the assigned part time Project Inspector and the hourly rate of \$74.00, the estimated cost of inspection services for the above project is \$15,392.00 (this excludes overtime, off hours and legal holidays).

If there is any additional information you may need, please do not hesitate to call.

Mr (JCC)
8/11/15

Best regards,

Youssef Sobhi
President and Senior Inspector



Cerritos College

AMENDMENT NO. 1
TO
PROJECT ASSIGNMENT AGREEMENT NO. 3
UNDER
CONTRACT NO. 13P036
BETWEEN
CERRITOS COMMUNITY COLLEGE DISTRICT
AND
TYR, INC.
DATED
FEBRUARY 25, 2015

WHEREAS, this Project Assignment Amendment (“P.A. AMENDMENT”) is made and entered into as of **May 18, 2016** by and between the **Cerritos Community College District** (“DISTRICT”) and **TYR, Inc.** (“CONSULTANT”); collectively referred to as “PARTIES”, and

WHEREAS, this P.A. AMENDMENT shall be considered attached to and incorporated in that certain document dated **September 15, 2015**, entitled “**Project Assignment Agreement No. 3** to Master Inspector Services Agreement, **Contract No. 13P036** (the “PROJECT ASSIGNMENT AGREEMENT”) for the completion of the **Sports Field Restroom** Project (the “PROJECT”) as the parties desire to amend, clarify, modify and/or revise the terms of the PROJECT ASSIGNMENT AGREEMENT; and

WHEREAS, this P.A. AMENDMENT arises out of the DISTRICT’s desire to obtain **additional material testing and inspection services** for the completion of the PROJECT (hereinafter referred to as the “Additional Services”); and

WHEREAS, the Master Inspection Services Agreement Contract No. **13P036** dated **February 25, 2015** between the PARTIES (the “AGREEMENT”) requires all Additional Services to be detailed in writing and approved by the DISTRICT; and

WHEREAS, this P.A. AMENDMENT is being executed between the PARTIES pursuant to Article III, Section 1 and Article XIII, Section 8 of the AGREEMENT; and

WHEREAS, where any section or portion of the PROJECT ASSIGNMENT AGREEMENT is amended or superseded, the balance of that section or portion not specifically amended or superseded shall remain in effect as originally written. Where any section or portion of the PROJECT ASSIGNMENT AGREEMENT is supplemented, that supplement shall be considered added thereto, and the original provisions of that section or portion shall remain in effect as originally written. Where any Paragraph, Section, Portion or Exhibit is referenced, such Paragraph, Section, Portion or Exhibit is superseded and replaced by the language herein. This P.A. AMENDMENT, taken together with the PROJECT ASSIGNMENT AGREEMENT dated **February 25, 2015**, represents the new PROJECT ASSIGNMENT AGREEMENT; and

WHEREAS, unless expressly provided otherwise, all capitalized terms and phrases used in this P.A. AMENDMENT shall have the same meanings as set forth in the PROJECT ASSIGNMENT AGREEMENT; and

WHEREAS, the DISTRICT and INSPECTOR agree that the Recitals set forth hereinabove are expressly incorporated into the PROJECT ASSIGNMENT AGREEMENT and correctly set forth the nature of the PROJECT ASSIGNMENT AGREEMENT as modified by this P.A. AMENDMENT.

NOW, THEREFORE, the PARTIES hereto agree that this P.A. AMENDMENT shall be incorporated into the PROJECT ASSIGNMENT AGREEMENT pursuant to the terms and conditions of the AGREEMENT and as otherwise set forth herein below:

Add Section 5(E) to the PROJECT ASSIGNMENT AGREEMENT as Follows:

E. Additional Services: The INSPECTOR agrees to perform all the Additional Services set forth in the proposal attached hereto and incorporated herein by this reference as ATTACHMENT "2". The INSPECTOR and DISTRICT both agree to be bound by the provisions set forth in said ATTACHMENT "2" only to the extent such terms detail the scope of Additional Services and the total compensation due the INSPECTOR for performing such Additional Services. Notwithstanding the above concerning compensation and scope of Additional Services, the PARTIES agree that the terms and conditions of this PROJECT ASSIGNMENT AGREEMENT shall be controlling and will govern in the event of any discrepancies, conflicts or inconsistencies between this PROJECT ASSIGNMENT AGREEMENT and ATTACHMENT "2". The INSPECTOR and DISTRICT also agree that the terms and conditions of the AGREEMENT shall be controlling and will govern in the event of any discrepancies, conflicts or inconsistencies between the AGREEMENT and this PROJECT ASSIGNMENT AGREEMENT or ATTACHMENT "2".

(1) Additional Services Compensation. The DISTRICT agrees to pay the INSPECTOR in accordance with the fee, rate and/or price schedule information set forth in ATTACHMENT "2", inclusive of reimbursable expenses, for performing all the Additional Services set forth in Section 5(E) above subject to the limitations set forth herein this Section 5(E)(1). In no event shall the total payment to INSPECTOR exceed **\$28,880.00** for performing all the Additional Services set forth herein this PROJECT ASSIGNMENT AGREEMENT and ATTACHMENT "2". The INSPECTOR shall invoice all fees for Additional Services performed by the INSPECTOR on a monthly basis as services are completed by the INSPECTOR. All invoices for Additional Services shall be based upon actual work or services completed by the INSPECTOR and shall be supported by proper invoices, receipts and/or other documentation.

Add Section 7 to the PROJECT ASSIGNMENT AGREEMENT as Follows:

THIS PROJECT ASSIGNMENT AGREEMENT SHALL NOT INCLUDE OR INCORPORATE THE TERMS OF ANY GENERAL CONDITIONS, CONDITIONS, TERMS AND CONDITIONS, MASTER AGREEMENT OR ANY OTHER BOILERPLATE TERMS OR FORM DOCUMENTS PREPARED BY THE INSPECTOR. THE ATTACHMENT OF ANY SUCH DOCUMENT TO THIS PROJECT ASSIGNMENT AGREEMENT AS ATTACHMENT "2" SHALL NOT BE INTERPRETED OR CONSTRUED TO INCORPORATE SUCH TERMS INTO THIS PROJECT ASSIGNMENT AGREEMENT UNLESS THE DISTRICT APPROVES OF SUCH INCORPORATION IN A SEPARATE WRITING SIGNED BY THE DISTRICT. ANY REFERENCE TO BOILERPLATE TERMS AND CONDITIONS IN THE PROPOSAL, QUOTE OR OTHER DOCUMENT SUBMITTED TO THE DISTRICT BY INSPECTOR FOR ATTACHMENT TO THIS PROJECT ASSIGNMENT AGREEMENT SHALL BE NULL AND VOID AND HAVE NO EFFECT UPON THIS PROJECT ASSIGNMENT AGREEMENT. PROPOSALS, QUOTES, STATEMENT OF QUALIFICATIONS AND OTHER SIMILAR DOCUMENTS PREPARED BY THE INSPECTOR MAY BE INCORPORATED INTO THIS PROJECT ASSIGNMENT AGREEMENT AS ATTACHMENT 2 BUT SUCH INCORPORATION SHALL BE STRICTLY LIMITED TO THOSE PARTS DESCRIBING THE SCOPE OF THE AGREED UPON ADDITIONAL SERVICES, AND THE CORRESPONDING RATE, FEE AND/OR PRICE SCHEDULE.

Exhibit "A" to this P.A. AMENDMENT Shall be Attached and Incorporated into the Project Assignment Agreement as Attachment "2"

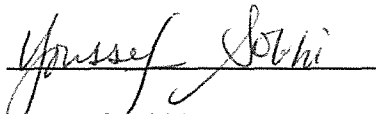
(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

The PARTIES, through their authorized representatives, have executed this P.A. AMENDMENT as of the day and year first written above.

Dated: September 1, 2016

TYR, Inc.

By:



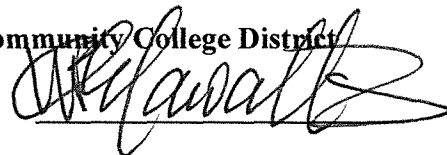
Print Name: Youssef Sobhi

Print Title: President

Dated: 9/13/, 2016

Cerritos Community College District

By:



Print Name: Noorali Delawalla

Print Title: Acting VP Business Services

EXHIBIT "A"

1. Consultant's Proposal is **not** made part of this PAA and has been included **for reference only**.
 - a. Reference attached proposal from Youssef Sobhi, President and Senior Inspector, TYR, Inc. to Peter Stavros, Project Engineer, Tilden-Coil Constructors, Inc., Cerritos Community College District dated May 13, 2016 regarding Material Testing and Inspection Services Proposed Sports Field Restroom Project (1 page), attached hereto and incorporated herein by this reference as ATTACHMENT "1".
2. Material Testing & Inspection Services
 - a. Structural Steel
 - b. Masonry
 - c. Concrete
3. Includes workers' compensation insurance as required by law.
4. Cost of Professional Services
 - a. Total \$ 28,880.00
5. Schedule
 - a. June 2016 – December 2016



Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 2

TO

MASTER INSPECTOR SERVICES AGREEMENT

CONTRACT NO. 13P036

BETWEEN

CERRITOS COMMUNITY COLLEGE DISTRICT

AND

TYR, INC.

DATED

FEBRUARY 25, 2015

WHEREAS, this PROJECT ASSIGNMENT AGREEMENT is made and entered into as of **August 20, 2015** by and between the **Cerritos Community College District** ("DISTRICT") and **TYR, Inc.** ("INSPECTOR"); and

WHEREAS, this PROJECT ASSIGNMENT AGREEMENT shall be considered attached to and incorporated in that certain document dated **February 25, 2015** entitled "Master Inspector Services Agreement", **Contract No. 13P036** ("AGREEMENT") as the PARTIES desire to identify a PROJECT that will be completed pursuant to the terms of the AGREEMENT; and

WHEREAS, this PROJECT ASSIGNMENT AGREEMENT arises out of the DISTRICT's desire to obtain the necessary inspection services for the completion of the **Campus Electrical and Chilled Water Upgrade** project which shall hereinafter be considered a formal "PROJECT" subject to the terms and conditions of the AGREEMENT; and

WHEREAS, this PROJECT ASSIGNMENT AGREEMENT is being executed between the PARTIES pursuant to Section (A) of the AGREEMENT; and

WHEREAS, the initial Recitals of the AGREEMENT require that each portion of the PROJECT be identified and made a part of the AGREEMENT through a written PROJECT ASSIGNMENT AGREEMENT executed by both PARTIES, which identifies the name of the improvement, location, scope of work, basis of compensation, and any additional Basic Services that will be performed by the INSPECTOR in accordance with the AGREEMENT.

NOW, THEREFORE, the PARTIES hereto agree that the aforementioned improvement shall be completed pursuant to the terms and conditions of the AGREEMENT and as otherwise set forth herein below:

1. Project Description.

A. INSPECTOR shall provide inspection services for the following PROJECT:

- 1) Campus Electrical and Chilled Water Upgrade

2. Basic Services.

A. The INSPECTOR shall provide all the basic services set forth in the AGREEMENT in connection with this PROJECT ASSIGNMENT AGREEMENT, with the exception of the following services which are not needed for the completion of this PROJECT, as determined by the INSPECTOR in its professional opinion and approved by the DISTRICT:

- 1) None

3. Additional Basic Services, Consultants and Deliverables. Services, consultants, and/or other deliverables that are not set forth in the AGREEMENT but which are required for the completion of this PROJECT shall be described in Attachment "1" which is attached hereto this PROJECT ASSIGNMENT AGREEMENT and incorporated herein by this reference.

4. Inspector Compensation.

A. **Inspector Fee for Basic Services.** For performing the Basic Services detailed in the AGREEMENT and this PROJECT ASSIGNMENT AGREEMENT for the completion of the PROJECT, the DISTRICT agrees to pay INSPECTOR in accordance with the rate and price schedule information set forth in EXHIBIT "A" to the AGREEMENT unless an alternative fee for Basic Services in agreed upon between the PARTIES and attached hereto this PROJECT ASSIGNMENT AGREEMENT as Attachment "1".

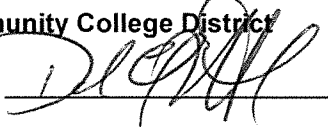
B. In no event shall the total payment to INSPECTOR under this PROJECT ASSIGNMENT AGREEMENT exceed the Estimated Project Inspection Cost ("INSPECTION COST") of **Two Hundred Eighty Eight Thousand One Hundred Sixty and 00/100 (\$288,160.00)**, for all services performed and expenses, inclusive of all extra service expenses, incurred pursuant to this PROJECT ASSIGNMENT AGREEMENT.

5. Approval Required. This PROJECT ASSIGNMENT AGREEMENT is not a valid or enforceable obligation against the DISTRICT until approved or ratified by motion of the Governing Board of the District duly passed and adopted.

The PARTIES, through their authorized representatives, have executed this PROJECT ASSIGNMENT AGREEMENT as of the day and year first written above.

Dated: 9/10, 2015

Cerritos Community College District

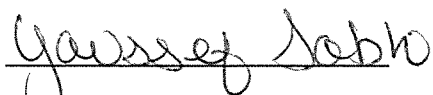
By: 

Print Name: Dr. David El Fattal

Print Title: Vice President of Business Services

Dated: August 31, 2015

TYR, Inc.

By: 

Print Name: Youssef Sobhi

Print Title: President

Information regarding Inspector:

License No.: 3263

Address: 4010 Watson Plaza Dr., Suite 205

Lakewood, CA 90712

Telephone: 562-421-9800

Facsimile: 562-421-9808

E-Mail: ysobhi@tyrior.com

Type of Business Entity:

☐ Individual

☐ Sole Proprietorship

☐ Partnership

☐ Limited Partnership

☒ Corporation, State: _____

☐ Limited Liability Company

☐ Other: _____

14-1880444

Employer Identification and/or
Social Security Number

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

ATTACHMENT "1"

SERVICES NOT DETAILED IN THE AGREEMENT

1. Not Applicable



Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 1
TO
MASTER INSPECTOR SERVICES AGREEMENT
CONTRACT NO. 13P036
BETWEEN
CERRITOS COMMUNITY COLLEGE DISTRICT
AND
TYR, INC.
DATED
FEBRUARY 25, 2015

WHEREAS, this PROJECT ASSIGNMENT AGREEMENT is made and entered into as of **April 6, 2015** by and between the **Cerritos Community College District** ("DISTRICT") and **TYR, Inc.** ("INSPECTOR"); and

WHEREAS, this PROJECT ASSIGNMENT AGREEMENT shall be considered attached to and incorporated in that certain document dated **February 25, 2015** entitled "Master Inspector Services Agreement", **Contract No. 13P036** ("AGREEMENT") as the PARTIES desire to identify a PROJECT that will be completed pursuant to the terms of the AGREEMENT; and

WHEREAS, this PROJECT ASSIGNMENT AGREEMENT arises out of the DISTRICT's desire to obtain the necessary inspection services for the completion of the **Security Fence** project which shall hereinafter be considered a formal "PROJECT" subject to the terms and conditions of the AGREEMENT; and

WHEREAS, this PROJECT ASSIGNMENT AGREEMENT is being executed between the PARTIES pursuant to Section (A) of the AGREEMENT; and

WHEREAS, the initial Recitals of the AGREEMENT require that each portion of the PROJECT be identified and made a part of the AGREEMENT through a written PROJECT ASSIGNMENT AGREEMENT executed by both PARTIES, which identifies the name of the improvement, location, scope

of work, basis of compensation, and any additional Basic Services that will be performed by the INSPECTOR in accordance with the AGREEMENT.

NOW, THEREFORE, the PARTIES hereto agree that the aforementioned improvement shall be completed pursuant to the terms and conditions of the AGREEMENT and as otherwise set forth herein below:

1. Project Description.

A. INSPECTOR shall provide inspection services for the following PROJECT:

- 1) Security Fence

2. Basic Services.

A. The INSPECTOR shall provide all the basic services set forth in the AGREEMENT in connection with this PROJECT ASSIGNMENT AGREEMENT, with the exception of the following services which are not needed for the completion of this PROJECT, as determined by the INSPECTOR in its professional opinion and approved by the DISTRICT:

- 1) Division of State Architect Inspection

3. Additional Basic Services, Consultants and Deliverables. Services, consultants, and/or other deliverables that are not set forth in the AGREEMENT but which are required for the completion of this PROJECT shall be described in Attachment "1" which is attached hereto this PROJECT ASSIGNMENT AGREEMENT and incorporated herein by this reference.

4. Inspector Compensation.

A. **Inspector Fee for Basic Services.** For performing the Basic Services detailed in the AGREEMENT and this PROJECT ASSIGNMENT AGREEMENT for the completion of the PROJECT, the DISTRICT agrees to pay INSPECTOR in accordance with the rate and price schedule information set forth in EXHIBIT "A" to the AGREEMENT unless an alternative fee for Basic Services in agreed upon between the PARTIES and attached hereto this PROJECT ASSIGNMENT AGREEMENT as Attachment "1".

B. In no event shall the total payment to INSPECTOR under this PROJECT ASSIGNMENT AGREEMENT exceed the Estimated Project Inspection Cost ("INSPECTION COST") of **Fifteen Thousand Eight Hundred Seventy-Two and 00/100 (\$15,872.00)**, for all services performed and expenses, inclusive of all extra service expenses, incurred pursuant to this PROJECT ASSIGNMENT AGREEMENT.

5. Approval Required. This PROJECT ASSIGNMENT AGREEMENT is not a valid or enforceable obligation against the DISTRICT until approved or ratified by motion of the Governing Board of the District duly passed and adopted.

The PARTIES, through their authorized representatives, have executed this PROJECT ASSIGNMENT AGREEMENT as of the day and year first written above.

Dated: 5/18, 20 15

Cerritos Community College District

By: _____

Print Name: Dr. David El Fattal

Print Title: Vice President of Business Services

Dated: May 7, 20 15

TYR, Inc.

By: _____

Print Name: Youssef Sobhi

Print Title: President

Information regarding Inspector:

License No.: 3263

Address: 4010 Watson Plaza Dr., Suite 205

Lakewood, CA 90712

Telephone: 562-421-9800

Facsimile: 562-421-9808

E-Mail: ysobhi@tyrior.com

Type of Business Entity:

☐ Individual

☐ Sole Proprietorship

☐ Partnership

☐ Limited Partnership

☒ Corporation, State: _____

☐ Limited Liability Company

☐ Other: _____

14-1880444 _____:

Employer Identification and/or
Social Security Number

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

ATTACHMENT "1"

SERVICES NOT DETAILED IN THE AGREEMENT

1. Not Applicable



MASTER INSPECTOR SERVICES AGREEMENT

This MASTER INSPECTOR SERVICES AGREEMENT is made and entered into this **25** day of **February** in the year **2015**, between **CERRITOS COMMUNITY COLLEGE DISTRICT** ("DISTRICT"), and **TYR, Inc.** ("INSPECTOR"). The DISTRICT and the INSPECTOR are sometimes referred to herein as a "PARTY" and collectively as the "PARTIES". The INSPECTOR and the DISTRICT do hereby contract and agree as follows:

(A) The INSPECTOR shall at all times be qualified and approved by the Division of the State Architect ("DSA"), Department of General Services, State of California, and shall at all times maintain proper qualifications, to perform the duties of and act as General Building Inspector on school building construction projects and modification of the type for which he/she agrees to perform inspection services. INSPECTOR and any other inspector(s) performing any portion of the work pursuant to this AGREEMENT must comply with the Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with the California Department of Industrial Relations ("DIR") and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of any public works project pursuant to this AGREEMENT or any future PROJECT ASSIGNMENT AGREEMENT. If applicable, INSPECTOR and any other inspector(s) performing any portion of the work shall furnish certified payroll records as required pursuant Labor Code section 1776 directly to the Labor Commissioner in accordance with Labor Code section 1771.4 on at least on a monthly basis (or more frequently if required by the District or the Labor Commissioner) and in a format prescribed by the Labor Commissioner. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

(B) Services to be Provided by the INSPECTOR. The DISTRICT requires inspection services for various projects located within the DISTRICT. These projects will hereinafter be referred to as the "PROJECT," and shall be performed during the term of this AGREEMENT. The PARTIES agree that each PROJECT will be identified and requested through an individual "PROJECT ASSIGNMENT AGREEMENT," which will supplement this AGREEMENT and which will particularize and more fully describe other individual tasks and/or projects to be performed pursuant to the terms of this AGREEMENT; provided that, the INSPECTOR (and its services) shall, in each instance in which the INSPECTOR is assigned a task or project under any such "PROJECT ASSIGNMENT AGREEMENT(S)", continue to be governed by the terms of this AGREEMENT in addition to the specific additional tasks and requirements set forth in the subsequent "PROJECT ASSIGNMENT AGREEMENT(S)." The INSPECTOR shall perform all services required by this AGREEMENT and any corresponding PROJECT ASSIGNMENT AGREEMENT(S) in accordance with the following terms and conditions:

(1) The PARTIES agree that the written PROJECT ASSIGNMENT AGREEMENT(S) shall reference this Master Inspector Services Agreement as well as identify the specific portion of the PROJECT that is being incorporated into this AGREEMENT by referencing the name of the improvement, location, scope of work, and basis of compensation.

(2) INSPECTOR shall provide to the DISTRICT, on the terms herein set forth, all of the inspection services necessary to complete each PROJECT and any other tasks/projects assigned to the INSPECTOR as further described in the various PROJECT ASSIGNMENT AGREEMENT(S) to this AGREEMENT.

(3) The PARTIES agree that the terms of this AGREEMENT shall be controlling in the event of a conflict or inconsistency between the terms of any PROJECT ASSIGNMENT AGREEMENT(S) with the terms set forth in this AGREEMENT unless otherwise set forth in this AGREEMENT.

(4) The INSPECTOR understands and agrees that the execution of this Master Services Agreement by the PARTIES does not require the DISTRICT to award any specific projects, tasks, or work to the INSPECTOR.

(5) This AGREEMENT shall commence on **March 1, 2015** and shall terminate on **June 30, 2017** with the option of two one-year renewal terms as mutually agreed to by both Parties, pursuant to Education Code Section 81644 ("Term of Agreement").

(C) The INSPECTOR agrees to discharge the duties of an inspector as specified in California Education Code Sections 81141 and 81143 and Sections 4-333 and 4-342 of Title 24 of the California Code of Regulations. These duties include, but are not limited to, the following:

(1) **General.** The INSPECTOR shall act under the direction of the architect and registered engineer. The Inspector shall attend all planning, pre-construction conferences, project meetings, and/or meetings as required by the DISTRICT.

(2) **Duties.** The general duties of the INSPECTOR in fulfilling his/her responsibilities are as follows:

(a) **Continuous Inspection Requirement.** The INSPECTOR must have actual personal knowledge, which is obtained by his or her personal and continuous inspection of the work of construction in all stages of its progress, as set forth in California Education Code Section 81141, that the requirements of the approved plans and specifications are being completely executed.

Continuous inspection means complete inspection of every part of the work. Work, such as concrete work or brick work which can be inspected only as it is placed, shall require the constant presence of the INSPECTOR. Other types of work which can be completely inspected after the work is installed may be carried on while the INSPECTOR is not present. In any case, the INSPECTOR must personally inspect every part of the work. In no case shall the INSPECTOR have or assume any duties which will prevent him/her from providing continuous inspection.

(b) **Relations with Architect and Engineer.** The INSPECTOR shall work under the general direction of the architect or registered engineer. All inconsistencies or

seeming errors in the plans and specifications shall be reported promptly to the architect or registered engineer for his interpretation and instructions. In no case, however, shall the instruction of the architect or registered engineer be construed to cause work to be done which is not in conformity with approved plans, specifications, and change orders. Interpretations received by the INSPECTOR which cause deviations from the approved drawings and specifications shall be referred to the responsible architect for preparation of change orders to cover the required work.

(c) Job File.

(i) The INSPECTOR shall keep a Job File on the PROJECT jobsite at all times in an organized manner (along with a back-up of the files on some other media such as a hard drive or back-up electronic file service). The INSPECTOR's Job File shall be readily accessible to the DSA, the DISTRICT, Project Architect/Engineer upon site visits and upon request. The INSPECTOR's Job File shall include all documents required to be maintained on a school construction site in accordance with Title 24 including, but not limited to, the following:

- (A) Form DSA 152 – Project Inspection Card(s)
- (B) DSA approved plans and specifications;
- (C) DSA approved Form DSA 103 – Statement of Structural Tests and Special Inspections
- (D) Deferred submittals as required by the DSA approved plans;
- (E) DSA approved addenda and revisions;
- (F) DSA approved Construction Change Documents;
- (G) Contractor submittals (construction schedule, shop drawings, material certificates, products labels, concrete trip tickets, etc.) as required by the DSA approved Construction Documents;
- (H) Communication log; all communications and project related meeting minutes/notes;
- (I) Deviation Notices (Form DSA 154), as delivered to the DSA, Project Architect/Engineer and Contractor with log listing all notices with resolution status;
- (J) Notices of Deviations/Resolution of Deviations (Form DSA 154);
- (K) Inspector Daily Reports;
- (L) Laboratory tests and inspection reports (Form DSA 291);
- (M) Special inspection reports (Form DSA 292);
- (N) Geotechnical reports (Form DSA 293);
- (O) Records of concrete placing operations;
- (P) Records of welding operations;
- (Q) Records of pile driving operations;
- (R) Verified reports from all parties required to file verified reports;
- (S) Completed semi-monthly reports;
- (T) DSA Field Trip Notes;
- (U) Project Inspector Notifications (Form DSA 151);
- (V) Contractor Notification to Project Inspector

Commencement/Completion of Work (Form DSA 156);

(W) Certificate of Compliance – Approved Bleacher/Grandstand Fabricator (Form DSA 130);

(X) Applicable codes and referenced standards;

(Y) Any other documents required to provide a complete record of construction.

The INSPECTOR shall notify the DISTRICT immediately when the Architect, Engineer, Contractor, Laboratory of Record, Special Inspector, or any other party involved in the construction of the PROJECT, has failed to timely prepare and submit any of the above documents to the DSA and/or the INSPECTOR as required by Title 24 and PR 13-01.

(ii) The INSPECTOR shall provide the DISTRICT with a copy of the entire Job File with the exception of the building codes and standards at the completion of the PROJECT.

(iii) Notwithstanding any other requirements in this AGREEMENT or Title 24, the INSPECTOR shall verify that copies of the following documents are in the INSPECTOR's Job File and have been submitted to the DSA by the responsible parties:

(A) All completed Form DSA 152 documents required for the completion of the PROJECT;

(B) All completed Form DSA 6PI documents including interim and final verified reports;

(C) All completed Form DSA 6AE documents including interim and final verified reports;

(D) The completed Form DSA 6C documents from each contractor having a contract with the SCHOOL;

(E) All completed Form DSA 292 documents including interim and final reports prepared by the Special Inspectors;

(F) All completed Form DSA 291 documents including interim and final reports prepared by the Engineering Manager of the Laboratory of Record;

(G) All completed Form DSA 293 documents including interim and final reports prepared by the Geotechnical Engineer;

(H) The completed Form DSA 130 Certificate of Compliance for Bleachers and Grandstand Fabricator as applicable.

The INSPECTOR shall notify the DISTRICT, in writing, if any of the above forms are not promptly submitted to the INSPECTOR and the DSA by the responsible parties. If necessary, the INSPECTOR shall assist the DISTRICT in obtaining the above documents from the responsible parties for delivery to the DSA. The INSPECTOR shall submit all documents prepared by the INSPECTOR to the DSA without delay.

(iv) All original, completed and up to date Form DSA 152 documents and Form DSA 6PI documents shall be submitted to the DSA or the assuming DSA Project Inspector, as applicable, upon any of the following events:

- (A) The services of the INSPECTOR are terminated for any reason prior to the completion of the PROJECT;
- (B) The PROJECT is substantially complete in accordance with DSA requirements;
- (C) The work on the PROJECT is suspended for a period of more than one (1) year; or
- (D) Upon the request of the DSA.

Copies of all original, completed and up to date Form DSA 152 documents and Form DSA 6PI documents shall also be provided to the DISTRICT upon any of the above events.

(v) The INSPECTOR shall immediately return any unapproved documents to the Architect for proper action and notify the DSA if the Contractor proceeds with construction activities in accordance with such unapproved documents.

(vi) All documents required to be submitted to the DSA by the INSPECTOR in accordance with Title 24, PR 13-01 and this AGREEMENT shall also be submitted electronically in accordance with the DSA's approved procedures for the submittal of such documents.

(d) Project Inspection Cards.

(i) The INSPECTOR shall obtain the Project Inspection Cards ("PIC") (Form DSA 152) necessary for the inspection of the PROJECT from the Project Architect/Engineer for the INSPECTOR's use in approving and signing off work as it is completed on the PROJECT. The Inspector shall notify the DSA Regional Office with the construction oversight authority over the PROJECT, by phone and electronically, if construction commences without the INSPECTOR having received the PIC's necessary for the inspection and completion of the PROJECT.

(ii) The INSPECTOR shall complete each PIC as the work progresses pursuant to Title 24, the DSA 152 Manual, PR 13-01 and this AGREEMENT. The INSPECTOR shall not approve and sign off a block or section on a PIC unless the INSPECTOR has verified that: (1) the identified work is in compliance with the DSA approved Construction Documents; (2) all required testing and special inspections have been completed; (3) any and all deviations from the DSA approved Construction Documents have been resolved; (4) all DSA field trip note issues have been resolved; and (5) all required documentation has been received by the INSPECTOR.

(iii) The INSPECTOR shall post all PIC's in the INSPECTOR's Project File and shall electronically post the PIC's with the DSA as work is being completed on the PROJECT. Electronic posting of the PIC's shall be performed by emailing the PIC's to the DSA Regional Office with the construction oversight authority over the PROJECT. The INSPECTOR shall consistently update the PIC's as work on the PROJECT is being completed. Each time the INSPECTOR updates the PIC's in the INSPECTOR's Project File, the INSPECTOR shall simultaneously update the corresponding PIC posted electronically with the DSA to ensure the PIC's in the INSPECTOR's Project File are current and consistent with the PIC's that are posted electronically with the DSA. The INSPECTOR shall allow any party involved in the construction of the PROJECT to review any PIC at the INSPECTOR's office upon request. The INSPECTOR shall provide a current copy of any PIC to the DSA, the DISTRICT, Project Architect/Engineer or any other state agency upon request.

(iv) The INSPECTOR shall collect copies of the Interim Verified Reports prepared by the Project Architect/Engineer (Form DSA 6-AE) prior to the INSPECTOR's approval and sign off of the following sections of the PIC's as applicable:

- (A) Initial Site Work;
- (B) Foundation;
- (C) Vertical Framing;
- (D) Horizontal Framing;
- (E) Appurtenances;
- (F) Non-Building Site Structures;
- (G) Finish Site Work;
- (H) Other Work; or
- (I) Final.

If the Project Architect/Engineer has delegated responsibility for any portion of the PROJECT's design to other engineers, the INSPECTOR shall likewise obtain copies of the Interim Verified Reports prepared by such engineers (Form DSA 6-AE) prior to the INSPECTOR's approval and sign off of the above sections of the PIC's as they relate to the portions of the PROJECT that were delegated to the other engineers. In the case of a Geotechnical engineer, the INSPECTOR shall collect a copy of the Interim Verified Report (Form DSA 293) prepared by such Geotechnical engineer as applicable before the INSPECTOR can approve and sign off any of the above sections that relate to the portions of the PROJECT that were delegated to the Geotechnical engineer.

(v) The INSPECTOR shall collect a copy of the necessary Interim Verified Reports (Form DSA 291) prepared by the Laboratory of Record prior to the INSPECTOR approving and signing off any sections of the PIC's which require testing or special inspections by the employees of the Laboratory of Record as

required by the DSA approved Construction Documents including, but not limited to, the following sections:

- (A) Initial Site Work;
- (B) Foundation;
- (C) Vertical Framing;
- (D) Horizontal Framing;
- (E) Appurtenances;
- (F) Non-Building Site Structures;
- (G) Finish Site Work;
- (H) Other Work; or
- (I) Final.

(vi) The INSPECTOR shall collect a copy of the necessary Interim Verified Reports (Form DSA 292) prepared by any Special Inspector not employed by the Laboratory of Record prior to the INSPECTOR approving and signing off any sections of the PIC's which require special inspections by such Special Inspectors as required by the DSA approved Construction Documents including, but not limited to, the following sections:

- (A) Initial Site Work;
- (B) Foundation;
- (C) Vertical Framing;
- (D) Horizontal Framing;
- (E) Appurtenances;
- (F) Non-Building Site Structures;
- (G) Finish Site Work;
- (H) Other Work; or
- (I) Final.

(vii) The INSPECTOR shall obtain the original PIC's for the in-plant construction of any relocatable building being placed on the PROJECT site as part of the PROJECT at the time such relocatable building is delivered to the PROJECT site. The INSPECTOR shall post such PIC's in the INSPECTOR's Project File and with the DSA. The INSPECTOR shall also provide the DISTRICT and the Project Architect/Engineer with copies of the PIC's from the in-plant construction of the relocatable buildings that were prepared by the in-plant project inspector.

(viii) The INSPECTOR shall immediately notify the DSA Regional Office with construction oversight authority over the PROJECT, by phone and electronically, if applicable blocks/sections of any PIC have not been signed off by the INSPECTOR and the Contractor on the PROJECT is proceeding with construction activities that are covering the unapproved work.

(e) Testing and Special Inspections.

(i) The INSPECTOR shall obtain a copy of the DSA approved Statement of Structural Tests and Special Inspections (Form DSA 103) from the Project Architect/Engineer prior to the commencement of construction and maintain a copy of the approved DSA 103 form in the INSPECTOR's Project File for the duration of the PROJECT. The INSPECTOR shall thoroughly review and evaluate the approved Form DSA 103 for the PROJECT and be familiar with the required testing and special inspections program required by the DSA approved Construction Documents.

(ii) The INSPECTOR shall meet with the Project Architect/Engineer, DISTRICT and Contractor as needed throughout the completion of the PROJECT to verify, acknowledge and coordinate the testing and special inspection program required by the DSA approved Construction Documents.

(iii) The INSPECTOR shall meet with the Laboratory of Record and all Special Inspectors that are not employed by the Laboratory of Record to verify, acknowledge and coordinate the testing and special inspection program required by the DSA approved Construction Documents. The INSPECTOR shall verify that the Laboratory of Record and all Special Inspectors obtain copies of the DSA approved Construction Documents and a copy of the approved Statement of Structural Tests and Special Inspections (Form DSA 103) from the DISTRICT prior to the commencement of construction on the PROJECT.

(iv) The INSPECTOR shall verify that each laboratory providing materials/structural testing is approved by the DSA to provide the services being performed by such laboratory in connection with the completion of the PROJECT. The INSPECTOR shall verify that all Special Inspectors employed by the Laboratory of Record are performing under the supervision of the Engineering Manager of the Laboratory of Record. The INSPECTOR shall verify the current certification of all Special Inspectors working on the PROJECT who are not employed by the Laboratory of Record prior to the commencement of any construction work that requires special inspection as required by the DSA approved Construction Documents.

(v) INSPECTOR shall monitor the work of the Laboratory of Record and all Special Inspectors who are not employed by the Laboratory of Record to ensure that all testing and special inspections required for the completion of the PROJECT are performed timely and satisfactorily. The INSPECTOR shall verify that all necessary tests and special inspections are completed and that all necessary reports are collected by the INSPECTOR and posted in the INSPECTOR's Project File and posted electronically with the DSA prior to the start of the construction work requiring such test and/or special inspections and prior to the INSPECTOR signing off or otherwise approving any block/section of a PIC that requires testing and/or special inspection according to the DSA approved Construction Documents.

- (vi) Copies of all daily inspection reports, special daily inspection reports, Interim Verified Reports, Verified Reports and any other reports related to the testing and special inspections performed on the PROJECT, pursuant to the DSA approved Construction Documents, shall be maintained in the INSPECTOR's Project File throughout the duration of the PROJECT. The INSPECTOR shall verify that all testing and special inspection related reports are posted electronically with the DSA by the responsible parties. The INSPECTOR shall notify the DISTRICT, in writing, if any of the above reports are not promptly submitted to the INSPECTOR and posted with the DSA by the responsible parties.
- (f) Inspector's Semimonthly Reports. The INSPECTOR shall keep the architect or registered engineer thoroughly informed as to the progress of the work by making semimonthly reports in writing as required in Section 4-342 of Title 24 of the California Code of Regulations. See also sample of semimonthly report in Appendix of Title 24 of the California Code of Regulations.
- (g) Inspector's Daily Report to District. The INSPECTOR shall keep the DISTRICT thoroughly informed as to the progress of the work by submitting daily reports in writing to the DISTRICT. Such reports shall include, but not be limited to, the following information:
- (i) Activities performed by the Contractors, and areas where work is performed with relation to the plans and specifications.
 - (ii) Manpower assigned to the Contractor and subcontractor(s), including the number of individuals in each trade and the type of work being performed.
 - (iii) Weather conditions.
 - (iv) Equipment and materials delivered to the site.
 - (v) Construction equipment and vehicles utilized and duration on PROJECT.
 - (vi) Nature and location of the work being performed (starting and completion dates for various portions of the work).
 - (vii) Verbal communication and clarifications of the work given to the Contractor awarded the PROJECT.
 - (viii) Inspection by representatives of regulatory agencies.
 - (ix) Occurrences or conditions that might affect Contract Sum or Contract Time.
 - (x) INSPECTOR's record journal to include "Pertinent Calls" relating to conflicting issues regarding changes to documents, i.e., plans, specifications, change orders and job conditions affecting the interests of the DISTRICT.

- (xi) Any work or material in place that does not correspond with the codes, drawings or specifications, as well as resulting action taken. List any other problems or abnormal occurrences that arise during each day, including notations of any particular lack of activity on the part of the Contractor. Note corrective actions taken.
- (xiii) Times of day INSPECTOR was present on site.
- (h) Notifications to Division of the State Architect. The INSPECTOR shall notify the Division of the State Architect:
 - (i) When work is started on the PROJECT.
 - (ii) At least 48 hours in advance of the time when foundation trenches will be complete,
ready for footing forms.
 - (iii) At least 48 hours in advance of the first pour of concrete.
 - (iv) When work is suspended for a period of more than two weeks.
- (i) Construction Procedure Records. The INSPECTOR shall keep a record of certain phases of construction procedure including, but not limited to, the following:
 - (i) Concrete pouring operations. The record shall show the time and date of placing concrete and the time and date of removal of forms in each portion of the structure.
 - (ii) Welding operations. The record shall include identification marks of welders, lists of defective welds, manner of correction of defects, etc.
 - (iii) Penetration under the last ten (10) blows for each pile when piles are driven for foundations.

All records of construction procedure shall be kept on the job until the completion of the work. All records kept by the INSPECTOR arising out of or in any way connected with the PROJECT shall be and remain the property of the DISTRICT. At the end of each individual PROJECT, the INSPECTOR shall provide to the DISTRICT with all PROJECT documentation in a professional format, both in binders and on a computer CD.

A complete and accurate copy of all records kept or created by the INSPECTOR arising under or connected in any way to the PROJECT shall be furnished by the INSPECTOR to the DISTRICT immediately upon written demand by the DISTRICT.

- (j) Deviations. The INSPECTOR shall notify the contractor, in writing, of any deviations from the approved plans and specifications which are not immediately corrected by the contractor when brought to his/her attention. Copies of such notice shall be forwarded immediately to the architect or registered engineer, and to the Division of the State Architect.

Failure on the part of the INSPECTOR to notify the contractor of deviations from the approved plans and specifications shall in no way relieve the contractor of any responsibility to complete the work covered by his/her contract in accordance with the approved plans and specifications and all laws and regulations.

- (k) Verified Reports. The INSPECTOR shall make and submit to the Division of the State Architect verified reports pursuant to Section 3-342 of Title 24 of the California Code of Regulations. The INSPECTOR shall prepare and deliver to the Division of the State Architect detailed statements of fact regarding materials, operations, etc., when requested.
- (l) Violations. Failure, refusal, or neglect on the part of the INSPECTOR to notify the contractor of any work which does not comply with the requirements of the approved plans and specifications, or failure, refusal, or neglect to report immediately, in writing, any such violation to the architect or registered engineer, to the school board, and to the Division of the State Architect shall constitute a violation of the Field Act and shall be cause for the Division of the State Architect to take action.

(D) Insurance. The INSPECTOR shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to DISTRICT which will protect the INSPECTOR and DISTRICT from claims which may arise out of or result from the INSPECTOR's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

- (1) Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, in no event shall such policy limit be less than \$1,000,000.00.
- (2) Comprehensive general liability insurance with limits of not less than TWO MILLION DOLLARS (\$2,000,000.00) and automobile liability insurance with limits not less than ONE MILLION DOLLARS (\$1,000,000.00) for bodily injury and property damage liability per occurrence, including:
 - a. Owned, non-owned and hired vehicles at cash value;
 - b. Blanket contractual;
 - c. Broad form property damage;

- d. Products/completed operations; and
- e. Personal injury.

(3) Professional liability insurance, including contractual liability, with limits of One Million Dollars (\$1,000,000), per occurrence. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that INSPECTOR subcontracts any portion of INSPECTOR's duties, INSPECTOR shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subparagraph. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.

(4) Each policy of insurance required in Section D(2) above shall name DISTRICT and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of the INSPECTOR hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. The INSPECTOR shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, the INSPECTOR shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event the INSPECTOR fails to secure or maintain any policy of insurance required hereby, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of the INSPECTOR, and in such event, the INSPECTOR shall reimburse DISTRICT upon demand for the cost thereof.

(E) Compensation. The DISTRICT shall pay compensation to the INSPECTOR in accordance with the rate and price schedule information set forth in EXHIBIT "A" to this AGREEMENT unless otherwise set forth in a PROJECT ASSIGNMENT AGREEMENT for a particular portion of the PROJECT.

(F) The INSPECTOR agrees to discharge the duties as set out in this contract in a manner satisfactory to the Division of the State Architect and the Architect retained by the DISTRICT.

(G) Termination. This AGREEMENT or any individual PROJECT ASSIGNMENT AGREEMENT may be terminated by either party upon fourteen (14) days written notice to the other party in the event of a substantial failure of performance by such other party, including insolvency of the INSPECTOR; or if the DISTRICT should decide to abandon or indefinitely postpone the PROJECT or any individual portion thereof.

(1) In the event of a termination based upon abandonment or postponement by DISTRICT, the DISTRICT shall pay INSPECTOR for all services performed and all expenses incurred under this AGREEMENT or any individual PROJECT ASSIGNMENT AGREEMENT supported by documentary evidence, including payroll records, and

expense reports up until the date of the abandonment or postponement plus any sums due the INSPECTOR for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT or any individual PROJECT ASSIGNMENT AGREEMENT, as applicable, consideration shall be given to both completed work and work in process of completion and other documents whether delivered to the DISTRICT or in the possession of the INSPECTOR. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased inspection and replacement inspector costs shall be deducted from payments to the INSPECTOR.

- (2) In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Paragraph (G)(3) below, and INSPECTOR shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by INSPECTOR.
- (3) This AGREEMENT or any PROJECT ASSIGNMENT AGREEMENT, may be terminated without cause by DISTRICT upon fourteen (14) days written notice to INSPECTOR. In the event of a termination without cause, the DISTRICT shall pay INSPECTOR for all services performed and all expenses incurred under this AGREEMENT or any individual PROJECT ASSIGNMENT AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due the INSPECTOR for Board approved extra services.
- (4) In the event the INSPECTOR is terminated, with or without cause, the INSPECTOR shall personally provide all the original PIC's prepared or obtained by the INSPECTOR in connection with the PROJECT to the assuming DSA inspector or the DSA as directed by the DISTRICT. All original PIC's must be provided to the DSA assuming inspector or the DSA, as applicable, within 48 hours of the effective date of the INSPECTOR's termination. Under no circumstances shall the INSPECTOR withhold any original PIC's related to the PROJECT upon the INSPECTOR's termination. The INSPECTOR shall be responsible for any delays on the PROJECT that arise out of the INSPECTOR's failure to provide the original PIC's to the assuming DSA inspector or the DSA as directed by the DISTRICT in accordance with this section. Upon the effective date of the INSPECTOR's termination, the INSPECTOR shall provide copies of all current PIC's in the INSPECTOR's Project File to the DISTRICT along with all other documents detailed in Section (C)(2)(c) of this AGREEMENT or any individual PROJECT ASSIGNMENT AGREEMENT, as applicable.
- (5) In the event of a dispute between the parties as to performance of the work or the interpretation of this AGREEMENT or any individual PROJECT ASSIGNMENT AGREEMENT, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of this dispute, the INSPECTOR agrees to continue the work diligently to completion. If the dispute is

not resolved, the INSPECTOR agrees it will neither rescind the AGREEMENT or any individual PROJECT ASSIGNMENT AGREEMENT, nor stop the progress of the work, but the INSPECTOR's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the PROJECT has been completed, and not before.

- (6) THE DISTRICT AND INSPECTOR UNDERSTAND AND AGREE THAT SECTION (G) OF THIS AGREEMENT SHALL GOVERN ALL TERMINATION RIGHTS AND PROCEDURES BETWEEN THE PARTIES. ANY TERMINATION PROVISION THAT IS ATTACHED TO THIS AGREEMENT AS PART OF ANY PROJECT ASSIGNMENT AGREEMENT BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.

(H) Hold Harmless. To the fullest extent permitted by law, the INSPECTOR agrees to indemnify, defend and hold the DISTRICT entirely harmless from all liability arising out of:

- (1) Workers' Compensation and Employers' Liability. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to the INSPECTOR's employees or the INSPECTOR's subcontractor's employees arising out of INSPECTOR's work under this AGREEMENT; and
- (2) General Liability. Liability for damages for (a) death or bodily injury to person; (b) injury to, loss or theft of property; (c) any failure or alleged failure to comply with any provision of law or (d) any other loss, damage or expense arising under either (a), (b), or (c) herein this paragraph, sustained by the INSPECTOR or any person, firm or corporation employed by the INSPECTOR related to, founded upon or in connection with this AGREEMENT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent consultants who are directly employed by the DISTRICT;
- (3) Professional Liability. Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of the INSPECTOR, or any person, firm or corporation employed by the INSPECTOR, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the DISTRICT, arising out of, or in any way connected with the PROJECT, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of the DISTRICT.
- (4) Business Automobile Liability. Liability for bodily injury or property damage claims arising out of the use of owned, hired, or non-owned automobiles operated by the INSPECTOR, its officers, agents, employees or anyone employed by the INSPECTOR, in connection with work performed under this AGREEMENT.
- (5) INSPECTOR, at INSPECTOR's own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the

DISTRICT, its officers, agents or employees on account of or founded upon any of the causes, damages or injuries identified herein Section (H) and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

(6) THE PARTIES UNDERSTAND AND AGREE THAT SECTION (H) OF THIS AGREEMENT SHALL BE THE SOLE INDEMNITY, AS DEFINED BY CALIFORNIA CIVIL CODE § 2772, GOVERNING THIS AGREEMENT. ANY OTHER INDEMNITY THAT MAY BE ATTACHED TO THIS AGREEMENT OR PART OF ANY PROJECT ASSIGNMENT AGREEMENT OR OTHERWISE INCLUDED IN THE CONSULTANT'S TERMS AND CONDITIONS SHALL BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.

(7) ANY ATTEMPT TO LIMIT THE INSPECTOR'S LIABILITY TO THE DISTRICT IN ANY SUBSEQUENTLY EXECUTED PROJECT ASSIGNMENT ORDER(S) SHALL BE VOID AND UNENFORCEABLE BETWEEN THE DISTRICT AND THE INSPECTOR.

(I) Independent Contractor. INSPECTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. The INSPECTOR understands and agrees that INSPECTOR and all of INSPECTOR's employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. The INSPECTOR assumes the full responsibility for the acts and/or omissions of the INSPECTOR's employees or agents as they relate to the services to be provided under this AGREEMENT. The INSPECTOR shall assume full responsibility for payment of all prevailing wages and all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective INSPECTOR's employees.

(J) Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or the INSPECTOR.

(K) The DISTRICT and the INSPECTOR, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT. The INSPECTOR shall not assign this AGREEMENT.

(L) This AGREEMENT shall be governed by the laws of the State of California.

(M) Each of the PARTIES have had the opportunity to, and have to the extent each deemed appropriate, obtained legal counsel concerning the content and meaning of this AGREEMENT. Each of the PARTIES agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate this AGREEMENT. This AGREEMENT represents the entire AGREEMENT between the DISTRICT and INSPECTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This

AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the INSPECTOR.

(N) THIS AGREEMENT AND ALL PROJECT ASSIGNMENT AGREEMENTS SHALL NOT INCLUDE OR INCORPORATE THE TERMS OF ANY GENERAL CONDITIONS, CONDITIONS, MASTER AGREEMENT OR ANY OTHER BOILERPLATE TERMS OR FORM DOCUMENTS PREPARED BY THE INSPECTOR. THE ATTACHMENT OF ANY SUCH DOCUMENT TO THIS AGREEMENT AS EXHIBIT "A" OR PART OF ANY SUBSEQUENTLY EXECUTED PROJECT ASSIGNMENT AGREEMENT SHALL NOT BE INTERPRETED OR CONSTRUED TO INCORPORATE SUCH TERMS INTO THIS AGREEMENT OR AND PROJECT ASSIGNMENT AGREEMENT UNLESS THE DISTRICT APPROVES OF SUCH INCORPORATION IN A SEPARATE WRITING SIGNED BY THE DISTRICT. ANY REFERENCE TO SUCH BOILERPLATE TERMS AND CONDITIONS IN THE PROPOSAL OR QUOTE SUBMITTED BY THE INSPECTOR SHALL BE NULL AND VOID AND HAVE NO EFFECT UPON THIS AGREEMENT OR ANY SUBSEQUENTLY EXECUTED PROJECT ASSIGNMENT AGREEMENTS. PROPOSALS, QUOTES, STATEMENT OF QUALIFICATIONS AND OTHER SIMILAR DOCUMENTS PREPARED BY THE INSPECTOR MAY BE INCORPORATED INTO THIS AGREEMENT AS EXHIBIT "A" OR A PROJECT ASSIGNMENT AGREEMENT AS ATTACHMENT 1 BUT SUCH INCORPORATION SHALL BE STRICTLY LIMITED TO THOSE PARTS DESCRIBING THE INSPECTOR'S SCOPE OF WORK, RATE AND PRICE SCHEDULE AND QUALIFICATIONS.

(O) Time is of the essence with respect to all provisions of this AGREEMENT.

(P) This AGREEMENT will be liberally construed to effectuate the intention of the PARTIES with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguities with respect to, any word, phrase or provision of this AGREEMENT, neither this AGREEMENT nor any uncertainty or ambiguity be construed or resolved against either PARTY (including the PARTY primarily responsible for drafting and preparation of this AGREEMENT), under any rule of construction or otherwise, it being expressly understood and agreed that the PARTIES have participated equally or have had equal opportunity to participate in the drafting hereof.

(Q) If either PARTY becomes involved in litigation arising out of this AGREEMENT or the performance thereof, each PARTY shall bear its own litigation costs and expenses, including reasonable attorney's fees.

(R) All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this AGREEMENT by this reference as though fully set forth in each instance in the text hereof unless otherwise excluded by this AGREEMENT.

(S) This AGREEMENT or any subsequently executed PURCHASE ASSIGNMENT AGREEMENT is not a valid or enforceable obligation against the DISTRICT until approved or ratified by motion of the Governing Board of the District duly passed and adopted.

(T) Assignment. INSPECTOR shall not assign or transfer this AGREEMENT or any interests of INSPECTOR herein without the prior written approval of the DISTRICT. Any such attempt by the INSPECTOR to assign or transfer this AGREEMENT or any of the INSPECTOR's interests set forth herein without the DISTRICT's written approval shall be void and shall be given no force or effect. No individual person assigned to provide the services hereunder for the PROJECT may be changed or substituted without the prior written consent of the DISTRICT. Such consent may be given or withheld in the DISTRICT's absolute discretion.

(U) Administration. The INSPECTOR shall produce, or shall hire the necessary independent contractors and/or consultants needed to produce, a clerically smooth product for the DISTRICT and for the INSPECTOR's routine correspondence with the DISTRICT. These clerical services shall be provided at no additional expense to the DISTRICT.

(V) Conflict of Interest. The INSPECTOR hereby represents, warrants and covenants that: (i) at the time of execution of this AGREEMENT, the INSPECTOR has no interest and shall not acquire any interest in the future, whether direct or indirect, which would conflict in any manner or degree with the performance of services under this AGREEMENT; and (ii) the INSPECTOR shall not employ in the performance of services under this AGREEMENT any person or entity having such an interest.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

The parties, through their authorized representatives, have executed this AGREEMENT as of the day and year first written above.

INSPECTOR:

TYR, Inc.
2760 E Spring Street, Ste 180
Long Beach, California 90806

By: _____

Youssef Ichi
President 3/12/15

DISTRICT:

Cerritos Community College District
11110 Alondra Blvd.
Norwalk California 90650

By: _____

Dr. David El Fatih
DR. DAVID EL FATIHAL
V.P. OF BUSINESS SERVICE

EXHIBIT "A"

(Fill in Applicable Rates Below or Attach Inspector's Proposal, if any, for Rates and/or
Additional Basic Services)

<u>INSPECTOR CERTIFICATION</u>	<u>HOURLY</u>
PROJECT INSPECTOR CLASS 1	\$74.00
PROJECT INSPECTOR CLASS 2	\$67.00
PROJECT INSPECTOR CLASS 3	\$64.00

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **January 18, 2017**

Agenda Item No. 32

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Felipe Lopez
Vice President of Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

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

ACTION

It is recommended that the Board of Trustees ratify the amendment to Project Assignment Agreement No. 7 to the Master Inspector Services Agreement with The Vinewood Company, LLC for the Central Plant Expansion project.

FISCAL IMPACT

The total contract sum shall be increased \$4,492 for a new not-to-exceed amount of \$106,144; this amount will be funded from the GO Bond. The Vinewood Company, LLC is headquartered in La Verne, CA.

REPORT SUMMARY

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

**AMENDMENT NO. 1 TO PROJECT ASSIGNMENT AGREEMENT NO. 7 TO THE MASTER INSPECTOR SERVICES AGREEMENT FOR THE CENTRAL PLANT EXPANSION PROJECT
THE VINEWOOD COMPANY, LLC**

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

Purpose: On January 28, 2015, Cerritos College entered into a Master Inspector Services Agreement ("Master Agreement") with The Vinewood Company, LLC for the purpose of creating a qualified pool of inspector of record firms for campus projects pursuant to Request for Qualifications (RFQ) No. 13P026, Inspector of Record Services. The intent of the Master Agreement was that individual Project Assignment Agreements would be drafted for each project on an as-needed basis. Project Assignment Agreements specify the scope of work, project cost estimates, fee to inspection firm, conditions specific to the project, and are governed by the terms and conditions of the Master Agreement.

On September 21, 2016, Cerritos College entered into Project Assignment Agreement No. 7 to obtain the necessary inspection services for the completion of the Central Plant Expansion project funded by GO

Bond allocations. The Vinewood Company, LLC's services includes, but is not limited to, providing daily inspection and reports as a Class 3 Inspector for the Central Plant Expansion project.

At this time, Cerritos College wishes to amend Project Assignment Agreement No. 7 to allow for DIR wage increases.

Period: The amended time period will be from January 1, 2017 through March 31, 2018.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

Draft of Amendment No. 1 to Project Assignment Agreement No. 7 to Contract No. 13P035 – The Vinewood Company, LLC

Project Assignment Agreement No. 7 to Contract No. 13P035 – The Vinewood Company, LLC
Contract No. 13P035, Master Inspector Services Agreement, The Vinewood Company, LLC



AMENDMENT NO. 1

TO

PROJECT ASSIGNMENT AGREEMENT NO. 7

UNDER

CONTRACT NO. 13P035

BETWEEN

CERRITOS COMMUNITY COLLEGE DISTRICT

AND

THE VINEWOOD COMPANY LLC

DATED

JANUARY 28, 2015

WHEREAS, this Project Assignment Amendment (“P.A. AMENDMENT”) is made and entered into as of **January 18, 2017** by and between the **Cerritos Community College District** (“DISTRICT”) and **The Vinewood Company LLC** (“INSPECTOR”); collectively referred to as “PARTIES”, and

WHEREAS, this P.A. AMENDMENT shall be considered attached to and incorporated in that certain document dated **September 21, 2016**, entitled “**Project Assignment Agreement No. 7** to Master Inspector Services Agreement, Contract No. 13P035 (the “PROJECT ASSIGNMENT AGREEMENT”) for the completion of the **Central Plant Expansion** Project (the “PROJECT”) as the parties desire to amend, clarify, modify and/or revise the terms of the PROJECT ASSIGNMENT AGREEMENT; and

WHEREAS, this P.A. AMENDMENT arises out of the DISTRICT’s desire to obtain **additional inspector services** for the completion of the PROJECT (hereinafter referred to as the “Additional Services”); and

WHEREAS, the Master Inspector Services Agreement Contract No. 13P035 dated January 28, 2015 between the PARTIES (the “AGREEMENT”) requires all Additional Services to be detailed in writing and approved by the DISTRICT; and

WHEREAS, the P.A. AMENDMENT is being executed between the PARTIES pursuant to Article III, Section 1 and Article XIII, Section 8 of the AGREEMENT; and

WHEREAS, where any section or portion of the PROJECT ASSIGNMENT AGREEMENT is amended or superseded, the balance of that section or portion not specifically amended or superseded shall remain in effect as originally written. Where any section or portion of the PROJECT ASSIGNMENT AGREEMENT is supplemented, that supplement shall be considered added thereto, and the original provisions of that section or portion shall remain in effect as originally written. Where any Paragraph, Section, Portion or Exhibit is referenced, such Paragraph, Section, Portion or Exhibit is superseded and replaced by the language herein. This P.A. AMENDMENT, taken together with the PROJECT ASSIGNMENT AGREEMENT dated **September 21, 2016** represents the new PROJECT ASSIGNMENT AGREEMENT; and

WHEREAS, unless expressly provided otherwise, all capitalized terms and phrases used in this P.A. AMENDMENT shall have the same meanings as set forth in the PROJECT ASSIGNMENT AGREEMENT; and

WHEREAS, the DISTRICT and INSPECTOR agree that the Recitals set forth hereinabove are expressly incorporated into the PROJECT ASSIGNMENT AGREEMENT and correctly set forth the nature of the PROJECT ASSIGNMENT AGREEMENT as modified by this P.A. AMENDMENT.

NOW, THEREFORE, the PARTIES hereto agree that this P.A. AMENDMENT shall be incorporated into the PROJECT ASSIGNMENT AGREEMENT pursuant to the terms and conditions of the AGREEMENT and as otherwise set forth herein below:

Add Section 5(E) to the PROJECT ASSIGNMENT AGREEMENT as Follows:

E. Additional Services: The INSPECTOR agrees to perform all the Additional Services set forth in the proposal attached hereto and incorporated herein by this reference as ATTACHMENT "1". The INSPECTOR and DISTRICT both agree to be bound by the provisions set forth in said ATTACHMENT "1" only to the extent such terms detail the scope of Additional Services and the total compensation due the INSPECTOR for performing such Additional Services. Notwithstanding the above concerning compensation and scope of Additional Services, the PARTIES agree that the terms and conditions of this PROJECT ASSIGNMENT AGREEMENT shall be controlling and will govern in the event of any discrepancies, conflicts or inconsistencies between this PROJECT ASSIGNMENT AGREEMENT and ATTACHMENT "1". The INSPECTOR and DISTRICT also agree that the terms and conditions of the AGREEMENT shall be controlling and will govern in the event of any discrepancies, conflicts or inconsistencies between the AGREEMENT and this PROJECT ASSIGNMENT AGREEMENT or ATTACHMENT "1".

(1) Additional Services Compensation. The DISTRICT agrees to pay the INSPECTOR in accordance with the fee, rate and/or price schedule information set forth in ATTACHMENT "1", inclusive of reimbursable expenses, for performing all the Additional Services set forth in Section 5(E) above subject to the limitations set forth herein this Section 5(E)(1). In no event shall the total payment to INSPECTOR exceed **\$4,492.00** for performing all the Additional Services set forth herein this PROJECT ASSIGNMENT AGREEMENT and ATTACHMENT "1". The INSPECTOR shall invoice all fees for

Additional Services performed by the INSPECTOR on a monthly basis as services are completed by the INSPECTOR. All invoices for Additional Services shall be based upon actual work or services completed by the INSPECTOR and shall be supported by proper invoices, receipts and/or other documentation.

Add Section 7 to the PROJECT ASSIGNMENT AGREEMENT as Follows:

THIS PROJECT ASSIGNMENT AGREEMENT SHALL NOT INCLUDE OR INCORPORATE THE TERMS OF ANY GENERAL CONDITIONS, CONDITIONS, TERMS AND CONDITIONS, MASTER AGREEMENT OR ANY OTHER BOILERPLATE TERMS OR FORM DOCUMENTS PREPARED BY THE ARCHITECT. THE ATTACHMENT OF ANY SUCH DOCUMENT TO THIS PROJECT ASSIGNMENT AGREEMENT AS ATTACHMENT "1" SHALL NOT BE INTERPRETED OR CONSTRUED TO INCORPORATE SUCH TERMS INTO THIS PROJECT ASSIGNMENT AGREEMENT UNLESS THE DISTRICT APPROVES OF SUCH INCORPORATION IN A SEPARATE WRITING SIGNED BY THE DISTRICT. ANY REFERENCE TO BOILERPLATE TERMS AND CONDITIONS IN THE PROPOSAL, QUOTE OR OTHER DOCUMENT SUBMITTED TO THE DISTRICT BY ARCHITECT FOR ATTACHMENT TO THIS PROJECT ASSIGNMENT AGREEMENT SHALL BE NULL AND VOID AND HAVE NO EFFECT UPON THIS PROJECT ASSIGNMENT AGREEMENT. PROPOSALS, QUOTES, STATEMENT OF QUALIFICATIONS AND OTHER SIMILAR DOCUMENTS PREPARED BY THE ARCHITECT MAY BE INCORPORATED INTO THIS PROJECT ASSIGNMENT AGREEMENT AS ATTACHMENT 1 BUT SUCH INCORPORATION SHALL BE STRICTLY LIMITED TO THOSE PARTS DESCRIBING THE SCOPE OF THE AGREED UPON ADDITIONAL SERVICES, AND THE CORRESPONDING RATE, FEE AND/OR PRICE SCHEDULE.

Exhibit "A" to this P.A. AMENDMENT Shall be Attached and Incorporated into the Project Assignment Agreement as Attachment "1"

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

The PARTIES, through their authorized representatives, have executed this P.A. AMENDMENT as of the day and year first written above.

Dated: _____, 20____

The Vinewood Company LLC

By: _____

Print Name: Howard Mason

Print Title: Principal in Charge

Dated: _____, 20____

Cerritos Community College District

By: _____

Print Name: Felipe Lopez

Print Title: Vice President Business Services

DRAFT

EXHIBIT “A”

1. Consultant’s Proposal is **not** made part of this PAA and has been included **for reference only**.
 - a. Reference attached proposal from John Beckton, The Vinewood Company LLC to Jimmy Riordan, Program Manager, Tilden-Coil Constructors, Inc., Cerritos Community College District dated October 25, 2016 regarding Inspection Services Proposed Central Plant Expansion Project (3 pages), attached hereto and incorporated herein by this reference as ATTACHMENT “1”.
2. Adjust wages rates per DIR Wage increases
3. Findings and recommendations to be prepared in accordance with generally accepted professional principles and practice in this area of Southern California.
4. Includes workers’ compensation insurance as required by law.
5. Cost of Professional Services
 - a. Original Amount of PAA No. 07 \$ 101,652.00
 - b. This Amendment Increase \$ 4,492.00
 - c. Total \$ 106,144.00
6. Schedule
 - a. January 1, 2017 – March 31, 2018

Master Agreement	Wages	PAA Wages
Class 1	72.50	77.35
Class 2	67.50	72.35
Class 3	62.50	67.35

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **January 18, 2017**

Agenda Item No. 33

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Felipe Lopez
Vice President of Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT:	Consideration of Ratification of Amendment to Project Assignment Agreement No. 2 to the Master Independent Consultant Agreement with The Converse Professional Group, DBA Converse Consultants for the New CIS/Math Building

ACTION

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

FISCAL IMPACT

The total contract sum shall be increased \$266,885 for a new not-to-exceed amount of \$607,722; this amount will be funded from the GO Bond. Converse Consultants is headquartered in Monrovia, CA.

REPORT SUMMARY

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

**AMENDMENT NO. 1 TO PROJECT ASSIGNMENT AGREEMENT NO. 2 TO THE MASTER INDEPENDENT CONSULTANT AGREEMENT FOR THE NEW CIS/MATH BUILDING
THE CONVERSE PROFESSIONAL GROUP DBA CONVERSE CONSULTANTS**

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

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

On December 10, 2014, Cerritos College entered into Project Assignment Agreement No. 2 to obtain the necessary testing for the CIS/Math Building project which included, but was not limited to, geotechnical observation and testing, and material inspection and testing, as required.

Cerritos College wishes to amend Project Assignment Agreement No. 2 to allow for additional field testing services.

Period: The time period of the PAA remains unchanged and is from November 12, 2014 through October 31, 2016.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

Draft of Amendment No. 1 to Project Assignment Agreement No. 2 to Contract No. 14P010 – The Converse Professional Group, DBA Converse Consultants

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

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



AMENDMENT NO. 1

TO

PROJECT ASSIGNMENT AGREEMENT NO. 2

UNDER

CONTRACT NO. 14P010

BETWEEN

CERRITOS COMMUNITY COLLEGE DISTRICT

AND

CONVERSE PROFESSIONAL GROUP, DBA CONVERSE CONSULTANTS

DATED

NOVEMBER 12, 2014

WHEREAS, this Project Assignment Amendment (“P.A. AMENDMENT”) is made and entered into as of **January 18, 2017** by and between the **Cerritos Community College District** (“DISTRICT”) and **Converse Professional Group, DBA Converse Consultants** (“INDEPENDENT CONSULTANT”); collectively referred to as “PARTIES”, and

WHEREAS, this P.A. AMENDMENT shall be considered attached to and incorporated in that certain document dated **December 10, 2014**, entitled “**Project Assignment Agreement No. 2** to Master Independent Consultant Agreement, **Contract No. 14P010** (the “PROJECT ASSIGNMENT AGREEMENT”) for the completion of the **CIS/Math** Project (the “PROJECT”) as the parties desire to amend, clarify, modify and/or revise the terms of the PROJECT ASSIGNMENT AGREEMENT; and

WHEREAS, this P.A. AMENDMENT arises out of the DISTRICT’s desire to obtain **Geotechnical Observation and Material Testing and Inspection Services** for the completion of the PROJECT (hereinafter referred to as the “Additional Services”); and

WHEREAS, the Master Independent Consultant Agreement Contract No. **14P010** dated **November 12, 2014** between the PARTIES (the “AGREEMENT”) requires all Additional Services to be detailed in writing and approved by the DISTRICT; and

WHEREAS, this P.A. AMENDMENT is being executed between the PARTIES pursuant to Article III, Section 1 and Article XIII, Section 8 of the AGREEMENT; and

WHEREAS, where any section or portion of the PROJECT ASSIGNMENT AGREEMENT is amended or superseded, the balance of that section or portion not specifically amended or superseded shall remain in effect as originally written. Where any section or portion of the PROJECT ASSIGNMENT AGREEMENT is supplemented, that supplement shall be considered added thereto, and the original provisions of that section or portion shall remain in effect as originally written. Where any Paragraph, Section, Portion or Exhibit is referenced, such Paragraph, Section, Portion or Exhibit is superseded and replaced by the language herein. This P.A. AMENDMENT, taken together with the PROJECT ASSIGNMENT AGREEMENT dated **December 10, 2014** represents the new PROJECT ASSIGNMENT AGREEMENT; and

WHEREAS, unless expressly provided otherwise, all capitalized terms and phrases used in this P.A. AMENDMENT shall have the same meanings as set forth in the PROJECT ASSIGNMENT AGREEMENT; and

WHEREAS, the DISTRICT and INDEPENDENT CONSULTANT agree that the Recitals set forth hereinabove are expressly incorporated into the PROJECT ASSIGNMENT AGREEMENT and correctly set forth the nature of the PROJECT ASSIGNMENT AGREEMENT as modified by this P.A. AMENDMENT.

NOW, THEREFORE, the PARTIES hereto agree that this P.A. AMENDMENT shall be incorporated into the PROJECT ASSIGNMENT AGREEMENT pursuant to the terms and conditions of the AGREEMENT and as otherwise set forth herein below:

Add Section 5(E) to the PROJECT ASSIGNMENT AGREEMENT as Follows:

E. Additional Services: The INDEPENDENT CONSULTANT agrees to perform all the Additional Services set forth in the proposal attached hereto and incorporated herein by this reference as ATTACHMENT "1". The INDEPENDENT CONSULTANT and DISTRICT both agree to be bound by the provisions set forth in said ATTACHMENT "1" only to the extent such terms detail the scope of Additional Services and the total compensation due the INDEPENDENT CONSULTANT for performing such Additional Services. Notwithstanding the above concerning compensation and scope of Additional Services, the PARTIES agree that the terms and conditions of this PROJECT ASSIGNMENT AGREEMENT shall be controlling and will govern in the event of any discrepancies, conflicts or inconsistencies between this PROJECT ASSIGNMENT AGREEMENT and ATTACHMENT "1". The INDEPENDENT CONSULTANT and DISTRICT also agree that the terms and conditions of the AGREEMENT shall be controlling and will govern in the event of any discrepancies, conflicts or inconsistencies between the AGREEMENT and this PROJECT ASSIGNMENT AGREEMENT or ATTACHMENT "1".

(1) Additional Services Compensation. The DISTRICT agrees to pay the INDEPENDENT CONSULTANT in accordance with the fee, rate and/or price schedule information set forth in ATTACHMENT "1", inclusive of reimbursable expenses, for performing all the Additional Services set forth in Section 5(E) above subject to the limitations set forth herein this Section 5(E)(1). In no event shall

the total payment to INDEPENDENT CONSULTANT exceed **\$266,885.00** for performing all the Additional Services set forth herein this PROJECT ASSIGNMENT AGREEMENT and ATTACHMENT "1". The INDEPENDENT CONSULTANT shall invoice all fees for Additional Services performed by the INDEPENDENT CONSULTANT on a monthly basis as services are completed by the INDEPENDENT CONSULTANT. All invoices for Additional Services shall be based upon actual work or services completed by the INDEPENDENT CONSULTANT and shall be supported by proper invoices, receipts and/or other documentation.

Add Section 7 to the PROJECT ASSIGNMENT AGREEMENT as Follows:

THIS PROJECT ASSIGNMENT AGREEMENT SHALL NOT INCLUDE OR INCORPORATE THE TERMS OF ANY GENERAL CONDITIONS, CONDITIONS, TERMS AND CONDITIONS, MASTER AGREEMENT OR ANY OTHER BOILERPLATE TERMS OR FORM DOCUMENTS PREPARED BY THE INDEPENDENT CONSULTANT. THE ATTACHMENT OF ANY SUCH DOCUMENT TO THIS PROJECT ASSIGNMENT AGREEMENT AS ATTACHMENT "1" SHALL NOT BE INTERPRETED OR CONSTRUED TO INCORPORATE SUCH TERMS INTO THIS PROJECT ASSIGNMENT AGREEMENT UNLESS THE DISTRICT APPROVES OF SUCH INCORPORATION IN A SEPARATE WRITING SIGNED BY THE DISTRICT. ANY REFERENCE TO BOILERPLATE TERMS AND CONDITIONS IN THE PROPOSAL, QUOTE OR OTHER DOCUMENT SUBMITTED TO THE DISTRICT BY INDEPENDENT CONSULTANT FOR ATTACHMENT TO THIS PROJECT ASSIGNMENT AGREEMENT SHALL BE NULL AND VOID AND HAVE NO EFFECT UPON THIS PROJECT ASSIGNMENT AGREEMENT. PROPOSALS, QUOTES, STATEMENT OF QUALIFICATIONS AND OTHER SIMILAR DOCUMENTS PREPARED BY THE INDEPENDENT CONSULTANT MAY BE INCORPORATED INTO THIS PROJECT ASSIGNMENT AGREEMENT AS ATTACHMENT 1 BUT SUCH INCORPORATION SHALL BE STRICTLY LIMITED TO THOSE PARTS DESCRIBING THE SCOPE OF THE AGREED UPON ADDITIONAL SERVICES, AND THE CORRESPONDING RATE, FEE AND/OR PRICE SCHEDULE.

Exhibit "A" to this P.A. AMENDMENT Shall be Attached and Incorporated into the Project Assignment Agreement as Attachment "1"

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

The PARTIES, through their authorized representatives, have executed this P.A. AMENDMENT as of the day and year first written above.

Dated: _____, 20__

Dated: _____, 20__

**Converse Professional Group, DBA
Converse Consultants**

Cerritos Community College District

By: _____

By: _____

Print Name: Siva Sivathanan

Print Name: Felipe Lopez

Print Title: Vice President/Principal Engineer

Print Title: V.P. of Business Services

DRAFT

EXHIBIT “A”

1. Consultant’s Proposal is **not** made part of this PAA and has been included **for reference only**.
 - a. Reference attached proposal from Siva K. Sivathanan, Vice President / Principal Engineer, Converse Consultants to David Buted, Project Manager, Tilden-Coil Constructors, Inc., Cerritos Community College District dated August 18, 2016 regarding Geotechnical Observation & Materials Inspection and Testing Services CIS/Math Building Project (2 pages), attached hereto and incorporated herein by this reference as ATTACHMENT “1”.
2. Task 1 – Project Specific Reporting Requirements
 - a. Provide geotechnical observation services
 - b. Provide materials inspection and testing services
3. Findings and recommendations to be prepared in accordance with generally accepted professional engineering principles and practice in this area of Southern California.
4. Includes prevailing wages, as required by law, for all field/labor work.
5. Includes workers’ compensation insurance as required by law.
6. Cost of Professional Services
 - a. Field Testing Services \$ 139,000.00
 - b. Additional Field Testing \$ 127,885.00
 - c. Total \$ 266,885.00



Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 2 TO

MASTER INDEPENDENT CONSULTANT AGREEMENT

CONTRACT NO. 14P010

BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT

AND

THE CONVERSE PROFESSIONAL GROUP, DBA CONVERSE CONSULTANTS

DATED NOVEMBER 12, 2014

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

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

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

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

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

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

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

A. CIS/Math

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

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

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

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

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

Dated: 1/27, 20 15

Cerritos Community College District

By: [Signature]

Print Name: Dr. David El Fattal

Print Title: VP Business Services

Dated: January 22, 20 15

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

By: [Signature]

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

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

Information regarding Consultant:

License No.: GE 2708

Address: 222 E. Huntington Drive, Suite 211

Monrovia, CA 91016

Telephone: 626-930-4200-1275

Facsimile: 626-930-1200

E-Mail: ksivathasan
wchu@converseconsultants.com

Type of Business Entity:

☐ Individual

☐ Sole Proprietorship

☐ Partnership

☐ Limited Partnership

☒ Corporation, State: _____

☐ Limited Liability Company

☐ Other: _____

95-4020192 :

Employer Identification and/or
Social Security Number

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



Cerritos College

EXHIBIT "A" DESCRIPTION OF CONSULTANT SERVICES

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

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

**CONVERSE CONSULTANTS**

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

Prevailing Wage Project

Page 1 of 2

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

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

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

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

LABORATORY TESTING SERVICES				
Test	Unit	No. of Unit	Unit Rate (\$)	Cost (\$)
Maximum dry density test (soil)	test	2	\$120.00	\$240.00
Maximum dry density test (aggregate base)	test	1	\$125.00	\$125.00
Asphalt concrete Marshall Density	test	1	\$180.00	\$180.00
Subtotal:				\$525.00

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

COST ESTIMATE BREAKDOWN FOR EARTHWORK

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

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

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

Notes: 64046
6220

**CONVERSE CONSULTANTS**

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

Prevailing Wage Project

Page 2 of 2

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

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

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

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

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

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

COST ESTIMATE BREAKDOWN FOR MATERIAL INSPECTION AND TESTING

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

TOTAL COST FOR GEOTECHNICAL, MATERIAL INSPECTION AND TESTING

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

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

 7/10/14



MASTER INDEPENDENT CONSULTANT AGREEMENT

FOR PROFESSIONAL SERVICES

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

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

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

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

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

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

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

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

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

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

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

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

8. Performance of Services.

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

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

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

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

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

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

12. Termination.

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

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

12.2. Note Used.

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

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

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

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

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Master Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required Services from another Consultant. If the expense, fees, and/or costs to the District exceed the cost of providing the Service pursuant to this Master Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

13. **Indemnification.** To the furthest extent permitted by California law, Consultant shall defend, indemnify, and hold harmless the District, its Board of Trustees, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Consultant. The District shall have the right to accept or reject any legal representation that Consultant proposes to defend the indemnified parties.

14. **Insurance.**

14.1. The Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
Professional Liability	\$ 1,000,000
Workers Compensation	Statutory Limits
Employer's Liability	\$ 1,000,000

14.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Consultant, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

- 14.1.2. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Consultant shall be required to secure Workers' Compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Master Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.
- 14.1.3. **Professional Liability (Errors and Omissions).** Professional Liability Insurance as appropriate to the Consultant's profession, coverage to continue through completion of construction plus two (2) years thereafter.
- 14.2. **Proof of Carriage of Insurance.** The Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered to the District and approved by the District. Certificates and insurance policies shall include the following:
- 14.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
- 14.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
- 14.2.3. An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.
- 14.2.4. All policies except the Professional Liability, Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.
- 14.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
15. **Assignment.** The obligations of the Consultant pursuant to this Master Agreement shall not be assigned by the Consultant.
16. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the Governing Board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Consultant observes that any of the Services required by this Master Agreement is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Master Agreement shall be appropriately amended in writing, or this Master Agreement shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any Services that are in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.
17. **Certificates/Permits/Licenses.** Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Master Agreement.

- 18. Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Master Agreement.
- 19. Anti-Discrimination.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Consultant agrees to require like compliance by all of its subcontractor(s).
- 20. Not Used.**
- 21. No Rights in Third Parties.** This Master Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
- 22. District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
- 22.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.
 - 22.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
- 23. Limitation of District Liability.** Other than as provided in this Master Agreement, District's financial obligations under this Master Agreement shall be limited to the payment of the compensation provided in this Master Agreement. Notwithstanding any other provision of this Master Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Master Agreement for the Services performed in connection with this Master Agreement.
- 24. Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Master Agreement.
- 25. Notice.** Any notice required or permitted to be given under this Master Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, or emailed, addressed as follows:

If to District:

Cerritos Community College District
ATTN: Director of Purchasing
11110 Alondra Blvd.
Norwalk, CA 90650
Phone: 562-860-2451
Fax: 562-467-5020

If to Consultant:

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

ATTN: Siva K. Sivathasan
Address: 222 E. Huntington Pr., # 211
Monrovia, CA 91016
Phone: 626-930-1200
Fax: 626-930-1212
Email: ksivathasan@converseconsultants.com

Any notice personally given or sent by facsimile transmission or email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

- 26. Integration/Entire Agreement of Parties.** Each of the Parties have had the opportunity to, and have to the extent each deemed appropriate, obtained legal counsel concerning the content and meaning of this Master Agreement. Each of the Parties agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate this Master Agreement. This Master Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Master Agreement may be amended or modified only by a written PAA or other written document that is executed by both Parties. Any PAA referencing this Master Agreement shall be incorporated herein by this reference and made a part hereof.
- 27. California Law.** This Master Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Master Agreement shall be maintained in the county in which the District's administrative offices are located.
- 28. Waiver.** The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- 29. Severability.** If any term, condition or provision of this Master Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
- 30. Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Master Agreement shall be deemed to be inserted herein and this Master Agreement shall be read and enforced as though it were included therein.
- 31. Authority to Bind Parties.** Neither Party in the performance of any and all duties under this Master Agreement, except as otherwise provided in this Master Agreement, has any authority to bind the other to any agreements or undertakings.
- 32. Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Master Agreement, then each Party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
- 33. Captions and Interpretations.** Paragraph headings in this Master Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Master Agreement. No provision of this Master Agreement shall be interpreted for or against a Party because that Party or its legal representative drafted such provision, and this Master Agreement shall be construed as if jointly prepared by the Parties.

- 34. Calculation of Time.** For the purposes of this Master Agreement, "days" refers to calendar days unless otherwise specified.
- 35. Signature Authority.** Each Party has the full power and authority to enter into and perform this Master Agreement, and the person signing this Master Agreement on behalf of each Party has been properly authority and empowered to enter into this Master Agreement.
- 36. Counterparts** This Master Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 37. Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Master Agreement on the date indicated below.

Dated: December 23, 2014

Cerritos Community College District

By:

Print Name: DR. David EL Fattal

Print Title: Vice President of Business Services

Dated: December 1, 2014

The Converse Professional Group, DBA
Converse Consultants

By:

Print Name: Siva K. Sivathanan

Print Title: Vice President

Information regarding Consultant:

License No.: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail: _____

Type of Business Entity:

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

Employer Identification and/or
Social Security Number

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



Cerritos College

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Services under this Master Agreement.

Date:

Name of Consultant:

Signature:

Print Name and Title:

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Services under this Master Agreement.)

WORKER'S COMPENSATION CERTIFICATION



Cerritos College

EXHIBIT "A"

Statement of Work and Technical Specifications

1. Task Description.

A. Geotechnical Engineering Services:

- i. The consultant will be expected to produce data including recommendation of foundation type, allowable loading and other technical data as needed by the structural/foundation engineer relating to soil conditions and to prepare a Geologic Hazard report as required by the California Department of General Services, Division of State Architect (DSA) for submittal to the California Geological Survey (CGS). It shall be the consultant's responsibility to conduct field and laboratory work, including obtaining any required drilling permits, to meet the requirements of the California Building Code (CBC), currently adopted edition.
- ii. In addition to the reports required by DSA and design criteria, consultant shall review plans and specifications during the design stage to see if recommendations have been properly interpreted. Consultant shall also respond/address DSA comments during plan check review process on comments regarding soils report items.

B. Material Testing and Special Inspection Services:

- i. Provide material testing and special inspection as required by the construction documents and Title 24 and its referenced standards. These tests and inspections may include but not be limited to the following materials: concrete, wood, soils, masonry, rebar, roofing, fireproofing, welding and steel. The construction documents may require other testing or inspection services beyond those directly required by Title 24.

2. Constraints on the Firm

- ##### A. Firms will be required to have current DSA lab certifications for construction materials testing. Firms must be willing to work collaboratively with other members of the District's project team. Detailed information regarding the proposed facility enhancements can be found in the Facility Master Plan which can be downloaded from the District website.

- ##### B. Firm shall maintain at least one full-time Civil Engineer on staff registered in the State of California.

3. Contractor Personnel Requirements. The Contractor must provide the Resumes and qualifications of key personnel, along with employee identification, and project experience. The selected firm shall maintain at least one full-time Civil Engineer on staff registered in the State of California. All personnel intended to work on the project shall be approved by the District prior to working on the project.

4. Test & Inspection Firm Responsibilities.

- ##### A. The firm shall be required to commit one project manager who will be responsible for overseeing all testing and inspections required for the project and report to the District's Representative or the District's designated IOR. The project manager must have experience in overseeing testing and inspection programs for similar projects; must have excellent management and communication skills, and the ability to work in partnership with the District staff.

5. District Responsibilities. The District will provide a photocopy machine which can be located in the Construction and/or Program Manager's office. The District will provide one set of documents on CD.

6. Evaluation of Contractor Performance.

- ##### A. The Inspector / Technician's mindset and behaviors must be representative of what is in the best interest of the project, schedule and the College, such as but not limited to collaborating solutions to field issues with the Construction and/or Program Management team for architect and engineer approval.

EXHIBIT A

- B. The College has the right to remove the Inspector / Technician should the College deem the Inspector / Technician not serving the best interest of the College.

7. Reporting Requirements and Procedures.

- A. Provide daily field reports each day an inspector or technician is onsite. Each field report shall be submitted to both the Inspector of Record (IOR) and/or the Construction and/or Program manager. Time sheet **MUST** be signed daily by the IOR and/or by the Construction and/or Program manager.
- B. Provide an archived set at the end of the project which will entail all technical documentation required for the project, in an organized fashion accompanied by a Table of Contents.
- C. Fill out / provide the necessary DSA documentation and submit to the Architect of Record for report collation.
- D. Provide in the scope of services soil samples, site assessment, groundwater and vapor assessment along with the necessary engineering and a recommendation in support of the required foundational system and / or site improvement needs.

8. Prevailing Wages.

- A. California Department of Industrial Relations Prevailing Wage Rates are applicable and required to be paid (at a minimum) to on site project inspectors.
- B. Wage Rate Increases are to be in accordance with the California Department of Industrial Relations

9. Evaluation Criteria.

- A. Department of Industrial Relations Prevailing Wage Rates are applicable and required to be paid (at a minimum) to on site project inspectors
- B. No travel time to be included if inspection requires 6 or more hours. Inspection hours under 6 hours, one hour travel (total) to be included, billed at the regular hourly rate.
- C. Should over-time be necessary, approval from the Program Manager is required. Over-time is for hours worked over 8 hours in a day at the project,
- D. Holiday defined as: New Year's, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving, and Christmas. All other days are considered a construction work day.
- E. Premium time and double time shall be calculated per the Director of Industrial Relations.
- F. Rates are inclusive of all direct and indirect cost, including salary, taxes benefits, overhead, profit and mileage.

EXHIBIT "A"

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **January 18, 2017**

Agenda Item No. 34

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Felipe Lopez
Vice President of Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Ratification of Amendment to Project Assignment Agreement No. 1 to the Master Architectural/Engineering Services Agreement with Pfeiffer Partners Architects for the Performing Arts Center Project

ACTION

It is recommended that the Board of Trustees ratify the amendment to Project Assignment Agreement No. 1 to the Master Architectural/Engineering Services Agreement with Pfeiffer Partners Architects for the Performing Arts Center Project.

FISCAL IMPACT

The total contract sum shall be increased \$97,000 for a new not-to-exceed amount of \$5,762,661; this amount will be funded from the GO Bond. Pfeiffer Partners Architects is headquartered in Los Angeles, CA.

REPORT SUMMARY

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

**AMENDMENT NO. 1 TO PROJECT ASSIGNMENT AGREEMENT NO. 1 TO THE MASTER ARCHITECTURAL/ENGINEERING AGREEMENT FOR THE PERFORMING ARTS CENTER PROJECT
PFEIFFER PARTNERS ARCHITECTS**

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

Purpose: On December 23, 2013, Cerritos College entered into a Master Architectural/Engineering Agreement ("Master Agreement") with Pfeiffer Partners Architects for the purpose of creating a qualified pool of architectural firms for campus projects pursuant to Request for Qualifications (RFQ) No. 13P001, Architectural Services for Campus-Wide Measure CC and/or G Facilities Projects. The intent of the Master Agreement was that individual Project Assignment Agreements would be drafted for each project on an as-needed basis. Project Assignment Agreements specify the scope of work, project cost estimates, fee to engineering firm, conditions specific to the project, and are governed by the terms and conditions of the Master Agreement.

On July 15, 2015, Cerritos College entered into Project Assignment Agreement No. 1 to obtain the necessary architectural, design, and engineering services for the completion of the Performing Arts Center which included, but was not limited to, providing architectural services for a new LEED certified Performing Arts Center, demolition of the existing Burnight Theater and Burnight Center, including related site improvements and the removal and capping of existing facilities serving the site, and demolition of the program management compound and yard area.

Cerritos College wishes to amend Project Assignment Agreement No. 1 to allow for additional services for the Old Falcon Way re-design.

Period: The time period will be from July 16, 2015 through project completion.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

Draft of Amendment No. 1 to Project Assignment Agreement No. 1 to Contract No. 13P020 – Pfeiffer Partners Architects

Project Assignment Agreement No. 1 to Contract No. 13P020 – Pfeiffer Partners Architects

Contract No. 13P020, Master Architectural/Engineering Services Agreement, Pfeiffer Partners Architects



AMENDMENT NO. 1

TO

PROJECT ASSIGNMENT AGREEMENT NO. 1

UNDER

CONTRACT NO. 13P020

BETWEEN

CERRITOS COMMUNITY COLLEGE DISTRICT

AND

PFEIFFER PARTNERS ARCHITECTS, INC.

DBA PFEIFFER PARTNERS ARCHITECTS

DATED

DECEMBER 23, 2013

WHEREAS, this Project Assignment Amendment (“P.A. AMENDMENT”) is made and entered into as of **January 18, 2017** by and between the **Cerritos Community College District** (“DISTRICT”) and **Pfeiffer Partners Architects, Inc.** (“ARCHITECT”); collectively referred to as “PARTIES”, and

WHEREAS, this P.A. AMENDMENT shall be considered attached to and incorporated in that certain document dated **July 16, 2015**, entitled “**Project Assignment Agreement No. 1** to Master Architectural Services Agreement, Contract No. **13P020** (the “PROJECT ASSIGNMENT AGREEMENT”) for the completion of the **Performing Arts Center** (the “PROJECT”) as the parties desire to amend, clarify, modify and/or revise the terms of the PROJECT ASSIGNMENT AGREEMENT; and

WHEREAS, this P.A. AMENDMENT arises out of the DISTRICT’s desire to obtain **additional architectural services** for the completion of the PROJECT (hereinafter referred to as the “Additional Services”); and

WHEREAS, the Master Architectural Services Agreement Contract No. **13P020** dated **December 23, 2013** between the PARTIES (the “AGREEMENT”) requires all Additional Services to be detailed in writing and approved by the DISTRICT; and

WHEREAS, this P.A. AMENDMENT is being executed between the PARTIES pursuant to Article III, Section 1 and Article XIII, Section 8 of the AGREEMENT; and

WHEREAS, where any section or portion of the PROJECT ASSIGNMENT AGREEMENT is amended or superseded, the balance of that section or portion not specifically amended or superseded shall remain in effect as originally written. Where any section or portion of the PROJECT ASSIGNMENT AGREEMENT is supplemented, that supplement shall be considered added thereto, and the original provisions of that section or portion shall remain in effect as originally written. Where any Paragraph, Section, Portion or Exhibit is referenced, such Paragraph, Section Portion or Exhibit is superseded and replaced by the language herein. This P.A. AMENDMENT, taken together with the PROJECT ASSIGNMENT Agreement dated **July 16, 2015**, represents the new PROJECT ASSIGNMENT AGREEMENT ; and

WHEREAS, unless expressly provided otherwise, all capitalized terms and phrases used in this P.A. AMENDMENT shall have the same meanings as set forth in the PROJECT ASSIGNMENT AGREEMENT; and

WHEREAS, the DISTRICT and ARCHITECT agree that the Recitals set forth hereinabove are expressly incorporated in the PROJECT ASSIGNMENT AGREEMENT and correctly set forth the nature of the PROJECT ASSIGNMENT AGREEMENT as modified by this P.A. AMENDMENT.

NOW, THEREFORE, the PARTIES hereto agree that this P.A. AMENDMENT shall be incorporated into the PROJECT ASSIGNMENT AGREEMENT pursuant to the terms and conditions of the AGREEMENT and as otherwise set forth herein below:

Add Section 5(E) to the PROJECT ASSIGNMENT AGREEMENT as Follows:

E. Additional Services: The ARCHITECT agrees to perform all the Additional Services set forth in the proposal attached hereto and incorporated herein by this reference as ATTACHMENT “1”. The ARCHITECT and DISTRICT both agree to be bound by the provisions set forth in said ATTACHMENT “1” only to the extent such terms detail the scope of Additional Services and the total compensation due the ARCHITECT for performing such Additional Services. Notwithstanding the above concerning compensation and scope of Additional Services, the PARTIES agree that the terms and conditions of this PROJECT ASSIGNMENT AGREEMENT shall be controlling and will govern in the event of any discrepancies, conflicts or inconsistencies between this PROJECT ASSIGNMENT AGREEMENT and ATTACHMENT “1”. The ARCHITECT and DISTRICT also agree that the terms and conditions of the AGREEMENT shall be controlling and will govern in the event of any discrepancies, conflicts or inconsistencies between the AGREEMENT and this PROJECT ASSIGNMENT AGREEMENT or ATTACHMENT “1”.

(1) Additional Services Compensation. The DISTRICT agrees to pay the ARCHITECT in accordance with the fee, rate and/or price schedule information set forth in ATTACHMENT “2”, inclusive of reimbursable expenses, for performing all the Additional Services set forth in Section 5(E) above subject to the limitations set forth herein this Section 5(E)(1). In no event shall the total payment to ARCHITECT exceed **\$97,000.00** for performing all the Additional Services set forth herein this PROJECT ASSIGNMENT AGREEMENT and ATTACHMENT “2”. The ARCHITECT shall invoice all fees for

Additional Services performed by the ARCHITECT on a monthly basis as services are completed by the ARCHITECT. All invoices for Additional Services shall be based upon actual work or services completed by the ARCHITECT and shall be supported by proper invoices, receipts and/or other documentation.

Add Section 7 to the PROJECT ASSIGNMENT AGREEMENT as Follows:

THIS PROJECT ASSIGNMENT AGREEMENT SHALL NOT INCLUDE OR INCORPORATE THE TERMS OF ANY GENERAL CONDITIONS, CONDITIONS, TERMS AND CONDITIONS, MASTER AGREEMENT OR ANY OTHER BOILERPLATE TERMS OR FORM DOCUMENTS PREPARED BY THE ARCHITECT. THE ATTACHMENT OF ANY SUCH DOCUMENT TO THIS PROJECT ASSIGNMENT AGREEMENT AS ATTACHMENT "1" SHALL NOT BE INTERPRETED OR CONSTRUED TO INCORPORATE SUCH TERMS INTO THIS PROJECT ASSIGNMENT AGREEMENT UNLESS THE DISTRICT APPROVES OF SUCH INCORPORATION IN A SEPARATE WRITING SIGNED BY THE DISTRICT. ANY REFERENCE TO BOILERPLATE TERMS AND CONDITIONS IN THE PROPOSAL, QUOTE OR OTHER DOCUMENT SUBMITTED TO THE DISTRICT BY ARCHITECT FOR ATTACHMENT TO THIS PROJECT ASSIGNMENT AGREEMENT SHALL BE NULL AND VOID AND HAVE NO EFFECT UPON THIS PROJECT ASSIGNMENT AGREEMENT. PROPOSALS, QUOTES, STATEMENT OF QUALIFICATIONS AND OTHER SIMILAR DOCUMENTS PREPARED BY THE ARCHITECT MAY BE INCORPORATED INTO THIS PROJECT ASSIGNMENT AGREEMENT AS ATTACHMENT 1 BUT SUCH INCORPORATION SHALL BE STRICTLY LIMITED TO THOSE PARTS DESCRIBING THE SCOPE OF THE AGREED UPON ADDITIONAL SERVICES, AND THE CORRESPONDING RATE, FEE AND/OR PRICE SCHEDULE.

Exhibit "A" to this P.A. AMENDMENT Shall be Attached and Incorporated into the Project Assignment Agreement as Attachment "1"

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

The PARTIES, through their authorized representatives, have executed this P.A. AMENDMENT as of the day and year first written above.

Dated: _____, 20____

Dated: _____, 20____

**Pfeiffer Partners Architects, Inc. dba Pfeiffer
Partners Architects**

Cerritos Community College District

By: _____

By: _____

Print Name: William Murray

Print Name: Felipe Lopez

Print Title: Principal

Print Title: Vice President Business Services

DRAFT

EXHIBIT “A”

1. Consultant’s Proposal is **not** made part of this PAA and has been included **for reference only**.
 - a. Reference attached proposal from William Murray, Principal, Pfeiffer Partners Architects, Inc. dba Pfeiffer Partners Architects to Jimmy Riordan, Program Manager, Tilden-Coil Constructors, Inc., Cerritos Community College District dated October 21, 2016 regarding additional services Old Falcon Way Redesign Proposed Performing Arts Center Project (2 pages), attached hereto and incorporated herein by this reference as ATTACHMENT “1”.
2. Task 1 – Base Services
3. Task 2 – Add Alternate No. 1
4. Task 3 – Add Alternate No. 2
5. Task 4 – Reimbursables Expenses
6. Cost of Professional Services
 - a. Task 1 \$ 65,000.00
 - b. Task 2 \$ 13,000.00
 - c. Task 3 \$ 16,000.00
 - d. Task 4 \$ 3,000.00
 - e. Total \$ 97,000.00
7. Schedule
 - a. July 16, 2015 – March 31, 2017



Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 1

TO

MASTER ARCHITECTURAL/ENGINEERING SERVICES AGREEMENT,

CONTRACT NO. 13P020

BETWEEN

CERRITOS COMMUNITY COLLEGE DISTRICT

AND

PFEIFFER PARTNERS ARCHITECTS, INC.,

DBA PFEIFFER PARTNERS ARCHITECTS

DATED

DECEMBER 23, 2013

WHEREAS, this PROJECT ASSIGNMENT AGREEMENT is made and entered into as of **July 16, 2015** by and between the **Cerritos Community College District** ("DISTRICT") and **Pfeiffer Partners Architects** ("ARCHITECT"); and

WHEREAS, this PROJECT ASSIGNMENT AGREEMENT shall be considered attached to and incorporated in that certain document dated **December 23, 2013**, entitled "Master Architectural Services Agreement", Contract No. **13P020** ("AGREEMENT") as the PARTIES desire to identify a PROJECT that will be completed pursuant to the terms of the AGREEMENT; and

WHEREAS, this PROJECT ASSIGNMENT AGREEMENT arises out of the DISTRICT's desire to obtain the necessary architectural, design, and engineering services for the completion of the **Performing Arts Center** which shall hereinafter be considered a formal "PROJECT" subject to the terms and conditions of the AGREEMENT; and

WHEREAS, this PROJECT ASSIGNMENT AGREEMENT is being executed between the PARTIES pursuant to Article XIII, Section 8 of the AGREEMENT; and

WHEREAS, the initial Recitals of the Agreement require that each portion of the PROJECT be identified and made a part of the AGREEMENT through a written PROJECT ASSIGNMENT AGREEMENT executed by both PARTIES, which identifies the name of the improvement, location, scope of work, ARCHITECT's project number, basis of compensation (if different than the AGREEMENT), and any additional Basic Services that will be performed by the ARCHITECT in accordance with the AGREEMENT.

NOW, THEREFORE, the PARTIES hereto agree that the aforementioned improvement shall be completed pursuant to the terms and conditions of the AGREEMENT and as otherwise set forth herein below:

1. Project Description.

- A. ARCHITECT shall provide architectural and engineering services for the following PROJECT:
- 1) A new LEED certified Performing Arts Center (PAC) of approximately 43,606 assignable square feet (asf) and approximately 58,868 gross square feet (gsf) and site related improvements. PAC will be sited south of the existing Falcon Square and east of the Fine Arts Building. The PAC will be developed in general compliance with a Project Program established as a part of the ARCHITECT's services as defined herein.
 - 2) The Construction Rough Order of Magnitude for the PAC is \$61,820,762. The Approved BUDGET, as referenced in Article IV, Paragraph 2 of the AGREEMENT, inclusive of currently anticipated site development costs to be determined upon ARCHITECTS's Schematic Design estimate, collaborated with the District's estimate.
 - 3) Demolition of the existing Burnight Theater and Burnight Center including related site improvements and the removal and capping of existing facilities serving the Burnight Theater and Burnight Center as required for the construction of the PROJECT. This includes demolition of the Program Management Compound and yard area. Remove and relocate any required equipment or utility as required for construction.
 - 4) Site improvements for the PROJECT are limited to the area defined in Exhibit "B". It is agreed by the PARTIES to the AGREEMENT that for the purposes of this PROJECT ASSIGNMENT AGREEMENT No. ONE all utilities serving the PROJECT are in-place, are in close proximity of the PROJECT and are of adequate existing capacity to serves the PROJECT.

2. Basic Services.

A. The ARCHITECT shall provide all the basic services set forth in the AGREEMENT in connection with this PROJECT ASSIGNMENT AGREEMENT, with the exception of the following services which are not needed for the completion of this PROJECT, as determined by the ARCHITECT in its professional opinion and approved by the DISTRICT: *(Check off all architectural, engineering and/or consultant services that DO NOT apply to this PROJECT. If all the services below are required to complete this PROJECT, leave this section blank.)*

Basic Services Phases

- ☐ Schematic Design (SD)
- ☐ Design Development (DD)
 - ☐ Estimate and Estimate Reconciliation
 - ☐ Preliminary Plans Phase Constructability Review
- ☐ Construction Documents (CD)
 - ☐ Estimate and Estimate Reconciliation
 - ☐ Construction Drawings Constructability Review
- ☐ DSA Approval
- ☐ Health Department Approval
- ☐ Bidding Phase
- ☐ Construction Phase
- ☐ Close-out Phase
- ☐ DSA Certification of Project

Design Consultants Included in Basic Services

- ☐ Structural
- ☐ Civil
 - ☐ On-Site
 - ☐ Off-Site
- ☐ Mechanical
- ☐ Plumbing
- ☐ Fire Sprinkler
- ☐ Electrical
- ☐ Telecommunications/Data (as it applies)
- ☐ Security (Using Stanley Security)
- ☐ Fire Alarm (Using Simplex/Grinnell)
- ☐ Landscaping
- ☐ Estimating
- ☐ Preparation of Record (as constructed) drawings
- ☐ Curtain wall consulting

- ☐ Selection and specification of equipment (not in Group II furniture)
- ☒ Other:
 - ☒ Audio Visual consulting
 - ☒ Acoustic consulting
 - ☒ Security consulting
 - ☒ Arborist services
 - ☒ Signage and Graphics (except code required signage)
 - ☒ Selection and Specification of Group II furniture, fixtures and equipment
 - ☒ Traffic consulting and engineering
 - ☒ Food Services consulting
 - ☒ Sustainable Design (LEED) consulting and commissioning
 - ☒ Telecommunication and Data consulting and engineering services
 - ☒ Roofing/Waterproofing consulting
 - ☒ Measured drawings of existing facilities
 - ☒ Existing facilities surveys
 - ☒ Post occupancy evaluations

3. Extra Services, Consultants and Deliverables: Services, consultants, and/or other deliverables that are not set forth in the AGREEMENT but which are required for the completion of this PROJECT shall be described in Attachment "1" which is attached hereto this PROJECT ASSIGNMENT AGREEMENT and incorporated herein by this reference. In no event shall the services, consultants and/or other deliverables detailed in Attachment "1" be considered Additional Services as defined by Article III of the AGREEMENT.

4. APPROVED BUDGET: The ARCHITECT understands and acknowledges that the total Construction Budget rough order of magnitude (ROM) for this PROJECT ASSIGNMENT AGREEMENT is \$61,820,762.00 and this amount shall not be exceeded without the prior written approval of the DISTRICT. At the completion of the Schematic Design (SD) phase of ARCHITECT'S work, ARCHITECT shall submit a SD estimate to DISTRICT. The APPROVED BUDGET for the above referenced scope of work for this PROJECT ASSIGNMENT AGREEMENT shall be adjusted upon mutual agreement and collaborative efforts of ARCHITECT'S submitted SD estimate and DISTRICT'S estimate prior commencing with the Design Development (DD) Phase by executing an amendment to this PROJECT ASSIGNMENT AGREEMENT. The ARCHITECT shall be responsible for designing this PROJECT within all budget limitations approved by the DISTRICT in accordance with the AGREEMENT.

5. Architect Compensation:

- A. **Architect Fee for Basic Services.** For performing the Basic Services detailed in the AGREEMENT and this PROJECT ASSIGNMENT AGREEMENT for the completion of the PROJECT, the DISTRICT agrees to pay the ARCHITECT **EIGHT PERCENT (8%)** of the APPROVED BUDGET. In the event the terms of Article X, Section 1(a) of the AGREEMENT apply, the Architect Fee for the PROJECT shall be adjusted accordingly.
- B. **Payment Schedule.** Payment of the Architect Fee to the ARCHITECT shall be made in accordance with the percentages set forth in Article X, Section 2 of the AGREEMENT.

C. **Architect Fee for Extra Services, Consultants and Deliverables.** For performing the Extra Services detailed in this PROJECT ASSIGNMENT AGREEMENT, - Attachment "1" (if approved the District), the District agrees to pay the ARCHITECT **FIVE HUNDRED EIGHTY FIVE THOUSAND AND 00/100 DOLLARS (\$585,000.00)**, and this amount shall not be exceeded without the prior written approval of the DISTRICT.

D. **Reimbursable Expenses:** Reimbursable expenses are estimated to be **ONE HUNDRED THIRTY FIVE THOUSAND AND 00/100 DOLLARS (\$135,000.00)**, and this amount shall not be exceeded without the prior written approval of the DISTRICT.

6. **Plan Schedule:** The schematic design, design development, and construction document services covered by this PROJECT ASSIGNMENT AGREEMENT shall be completed by:

- A. Program coordination plan within 6 weeks from the date of executed PROJECT ASSIGNMENT AGREEMENT.
- B. SD plan within 12 weeks from the date of executed PROJECT ASSIGNMENT AGREEMENT. (allow 2 weeks for District review and approval)
- C. DD plan within 17 weeks from DISTRICT approval of the SD plans. (allow 2 weeks for District review and approval)
- D. CD plan within 28 weeks from DISTRICT approval of the DD plans.
- E. DSA plan submission for review and approval, within 2 weeks of DISTRICT approval of the CD plans.

The PARTIES, through their authorized representatives, have executed this PROJECT ASSIGNMENT AGREEMENT as of the day and year first written above.

Dated: 7/28, 2015

Cerritos Community College District

By: _____

Print Name: Dr. David El Fattal

Print Title: V.P. Of Business Services

Dated: July 21, 2015

Pfeiffer Partners Architects

By: _____

Print Name: William Murray

Print Title: Principal

Information regarding Architect / Engineer:

License No.: _____

Address: 811 West 7th Street, 7th Floor

Los Angeles, CA 90017

Telephone: 213-624-2775

Facsimile: 213-895-0923

E-Mail: bmurray@pfeifferpartners.com

Type of Business Entity:

☐ Individual

☐ Sole Proprietorship

☐ Partnership

☐ Limited Partnership

☒ Corporation, State: California

☐ Limited Liability Company

☐ Other: _____

34-2004015 :
Employer Identification and/or
Social Security Number

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

ATTACHMENT “1”

SERVICES NOT DETAILED IN THE AGREEMENT

Basic Services

1. Refer to Exhibit “A” for Program / Assignable square footage (ASF).
2. Refer to Exhibit “B” for general location and limits of work.
3. The “PROJECT” shall be designed to U.S. Green Building Council (USGBC) LEED Certification Standards and be commissioned (by others) to achieve the same.
 - A. Provide advisement, project coordination and documentation necessary to submit the project to the Green Building Certification Institute (GBCI) for Leadership in Energy and Environmental Design (LEED) Certification. Please note that successful certification of any project requires participation from the DISTRICT, the Contractor and the A/E design team. For this reason, “ARCHITECT” cannot guarantee LEED Certification. This scope of work includes the following tasks:
 - 1) Project registration with USGBC/GBCI
 - 2) Review and confirm LEED target criteria with the District
 - 3) Coordinate with Design team and consultants to ensure LEED requirements are incorporated into the project
 - 4) Provide specifications and drawings to comply with LEED requirements
 - 5) Energy Modeling to meet LEED documentation requirements. “ARCHITECT” will provide Energy Modeling of the building envelope; Energy Modeling of the whole building, including systems shall be the responsibility of the MEP engineers. Updated Energy Models shall be provided at the following milestones:
 - 75% Design Development
 - 100% Construction Documents
 - 6) Complete LEED documentation templates
 - 7) Participate in pre-construction conference to communicate LEED requirements
 - 8) Lead LEED status meetings with the District and provide progress updates throughout all phases
 - 9) Coordinate with Commissioning Agent & Contractor to ensure LEED requirements are met
 - 10) Author a Basis of Design document for Commissioning purposes
 - 11) Assist the District in authoring a District’s Project Requirements for Commissioning purposes
 - 12) Manage LEED Online and assign roles to the project team
 - 13) Review and verify Contractor submittals
 - 14) Submit documentation to GBCI
 - 15) Participate in design and construction GBCI review process

LEED requires commissioning services which are outside the scope of this contract, and must be obtained by the “DISTRICT”. “ARCHITECT” can assist with issuing RFPs for LEED

commissioning services and help review subsequent proposals for “DISTRICT” review. Achieving LEED Certification requires a collaborative partnership between the “DISTRICT”, CM, A/E design team and Contractors in order to achieve the goals of LEED Certification. The “ARCHITECT” has a very successful history of achieving LEED Certification, however since the success of certification depends on the work of others beyond direct control of the “ARCHITECT”, the “ARCHITECT” cannot guarantee LEED Certification.

4. In accordance with Article II, Paragraph 18, the “ARCHITECT” shall be limited to Southern California Edison’s Savings by Design program.
5. The “DISTRICT” has several consultants under contract. The ARCHITECT” is required to coordinate as necessary under the “ARCHITECT’s” basic services.
 - A. The consultants are as follows:
 - a. FFE (Group 2) Services: Their involvement includes but is not limited to:
 - i. Involved during the SD through DSA submission. They will assist with providing the correct size furniture to allow the room to be sized accordingly
 - b. Survey / SWPPP Services: Their involvement includes but is not limited to:
 - i. Provide existing topography and SWPPP design
 - c. AV/IT Design Services: Their involvement includes but is not limited to:
 - i. Provides the design and specifications. The “ARCHITECT’s” plan will have the AV/IT infrastructure design included their plan. The AV plan to be included for reference. The AV equipment and wire will be bid at a later time, approximately 9 months before “PROJECT” substantial completion. The IT plan is to be included in the original bid set and bid at the same time.
 - d. Environmental Survey and Monitoring Services: Their involvement includes but is not limited to:
 - i. Provide the hazardous report and monitoring. “ARCHITECT” plans are to coordinate the necessary information to collaborate / reference scope.
 - e. Geotechnical Study and Inspection Services: Their involvement, but not limited to:
 - i. Geotechnical survey and recommendation and soils inspection
6. Vendor Coordination: Coordinate with and include in the “ARCHITECT’s” plans and specifications, Simplex/Grinnell Fire Alarm system, including clocks, and Stanley Solutions Intrusion and Closed Circuit Camera systems.

Additional Services – The following is considered additional services. This service should be included in the Architect Schedule of values for invoicing. Programming - \$20,000.00.

Additional Special Consultant Services

1. The following Special Consultants are considered additional services. These are to be included in the Architect Schedule of Values for invoicing. The following Special Consultants are:

A. Theater Consultant	\$225,000
B. Acoustics Consultant	\$148,000
C. Audio Visual Consultant	\$112,000
D. Architectural Lighting Consultant	\$ 80,000

Exhibit “A” – Program / Assignable square footage (ASF)

ASF: approximately 43,606 sf

Academic Space:

- Music:
 - (2) Lecture Rooms: 800 sf / ea total 1,600 asf
 - (3) Lab Rooms: 1,800 sf / ea total 5,400 asf
 - (2) Study Rooms: 600 sf / ea total 1,200 asf
- Tiered Lecture
 - (1) Lecture Room..... 1,500 sf / ea total 1,500 asf
- Study Rooms:
 - (12) Lab Rooms: 70 sf / ea total 840 asf
- Media Lab:
 - (1) Study Room:..... 600 sf / ea total 600 asf
- Theater Arts:
 - (2) Lecture Rooms: 800 sf / ea total 1,600 asf
 - (2) Lab Rooms: 2,000 sf / ea total 4,000 asf

Support Space:

- Auditorium : (400) Seat Assembly: 23,500 asf
- Offices: (X) TBD: 2,300 asf
- Food Facilities: (1) Room: 200 asf
- Laundry: (1) Room: 100 asf
- Lounge: (1) Space / Area: 266 asf
- Workrooms (1) Room: 250 asf
- Meeting Room: (1) Room: 250 asf

Exhibit “B” for general location and limits of work.

[REFER TO THE ATTACHED]



MASTER ARCHITECTURAL/ENGINEERING SERVICES AGREEMENT

This MASTER ARCHITECTURAL/ENGINEERING SERVICES AGREEMENT (the "AGREEMENT") is made and entered into this **23rd** day of **December** in the year **2013** by and between the **CERRITOS COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as the "DISTRICT", and **PFEIFFER PARTNERS ARCHITECTS, INC., DBA PFEIFFER PARTNERS ARCHITECTS**, hereinafter referred to as the "ARCHITECT." This AGREEMENT shall include all terms and conditions set forth herein. The DISTRICT and the ARCHITECT are sometimes referred to herein individually as a "PARTY" and collectively as the "PARTIES." This Agreement is made with reference to the following facts:

WHEREAS, the PARTIES agree this AGREEMENT will be supplemented from time to time with individual "PROJECT ASSIGNMENT AGREEMENT(S)" which will supplement this AGREEMENT and which will particularize and more fully describe the individual tasks and/or projects to be performed pursuant to the terms of this AGREEMENT; provided that, the ARCHITECT (and its services) shall, in each instance in which the ARCHITECT is assigned a task or project under any such "PROJECT ASSIGNMENT AGREEMENT", continue to be governed by the terms of this AGREEMENT in addition to the specific tasks and requirements set forth in the subsequent "PROJECT ASSIGNMENT AGREEMENT(S)";

WHEREAS, DISTRICT desires to obtain architectural services for various modernization and new construction projects throughout the DISTRICT, each of which shall be incorporated into this AGREEMENT through a valid PROJECT ASSIGNMENT AGREEMENT and deemed a "PROJECT" subject to all the terms and conditions of this AGREEMENT;

WHEREAS, the PARTIES agree that the written PROJECT ASSIGNMENT AGREEMENT shall reference this Master Architectural Services Agreement as well as identify the specific PROJECT that is being incorporated into this AGREEMENT by referencing the name of the improvement, location, scope of work, Architect's project number, and basis of compensation;

WHEREAS, the ARCHITECT shall provide to the DISTRICT, on the terms herein set forth, all of the architectural, design and/or engineering services necessary to complete each PROJECT and as further described in the various PROJECT ASSIGNMENT AGREEMENT(S) to this AGREEMENT;

WHEREAS, in the event of any difference, conflict or inconsistency between the terms of any PROJECT ASSIGNMENT AGREEMENT(S) with the terms set forth in this AGREEMENT, the PARTIES agree that the terms currently set forth in Articles III through IX and XIII shall always be controlling unless otherwise set forth in this AGREEMENT;

WHEREAS, the ARCHITECT understands and agrees that the execution of this Master Architectural Services Agreement by the PARTIES does not require the DISTRICT to award any specific projects, tasks, or work to the ARCHITECT;

WHEREAS, ARCHITECT understands that state and/or local bond funding for this PROJECT is a condition precedent to the effectiveness of this AGREEMENT. If adequate state funding and/or local bond funding is not received for any PROJECT, this AGREEMENT may be voided by the DISTRICT except to the extent services have been rendered pursuant to the approval of the DISTRICT's Board; and

WHEREAS, ARCHITECT is fully licensed to provide architectural services in conformity with the laws of the State of California;

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I - ARCHITECT'S SERVICES AND RESPONSIBILITIES

1. The ARCHITECT's services shall consist of those services performed by the ARCHITECT, ARCHITECT's employees and ARCHITECT's consultants as enumerated in Articles II and III of this AGREEMENT and as otherwise set forth in the individual PROJECT ASSIGNMENT AGREEMENT(S) that are executed between the DISTRICT and ARCHITECT in connection with a PROJECT.

2. The ARCHITECT's services shall be performed in a manner which is consistent with professional skill and care and the orderly progress of the work. The ARCHITECT represents that he/she will follow the standards of his/her profession in performing all services under this AGREEMENT. Upon request of the DISTRICT, the ARCHITECT shall submit for the DISTRICT's approval a schedule for the performance of the ARCHITECT's services. The schedule may be adjusted as the PROJECT proceeds by mutual written agreement of the parties and shall include allowances for time required for the DISTRICT's review and for approval by authorities having jurisdiction over the PROJECT. The time limits established by this schedule shall not, except for reasonable cause, be exceeded by the ARCHITECT.

3. If the PROJECT includes the replacement or repair of more than 25% of a roof or the replacement or repair of a roof that has a total cost of more than \$21,000, the ARCHITECT shall comply with the requirements set forth in Public Contract Code section 3000 et seq., including signing the required certification.

4. The ARCHITECT shall submit a Program, schematic design (SD), design development (DD), construction drawing (CD), DSA schedule for review and approval by the DISTRICT. ARCHITECT shall provide major milestones and comply with said schedule, as well as manage all their consultants accordingly. ARCHITECT shall provide monthly schedule updates for review. Should the ARCHITECT not adhere to the approved schedule, the ARCHITECT shall provide a recovery schedule within five (5) days upon request by the DISTRICT. Along with the recovery schedule, ARCHITECT shall submit a written plan on how it will comply with the recovery schedule. Weekly updates will be required until all days have been recovered. The schematic design, design development and construction document services covered by this AGREEMENT shall be completed and submitted to the Division of the State Architect for review and approval on or before the date(s) that are approved by the DISTRICT and detailed in the PROJECT ASSIGNMENT AGREEMENT.

ARTICLE II - SCOPE OF ARCHITECT'S SERVICES

1. The ARCHITECT's services include those described in this Article, and include structural, civil, mechanical, plumbing, electrical engineering, landscape architecture, and estimating services necessary to produce a reasonably complete and accurate set of Construction Documents defined as including, but not limited to, the following: The contract(s) between the DISTRICT and Contractor(s) awarded the PROJECT ("Contractor"), general and supplementary conditions of the Contracts between the DISTRICT and Contractor(s), drawings, specifications, addenda and other documents listed in the Contract, and modifications issued after execution of the Contract between the DISTRICT and Contractor(s).

2. The ARCHITECT shall assist the DISTRICT in obtaining required approvals from governmental agencies responsible for electrical, gas, health department, health department cross connection contamination, water, sanitary or storm sewer, storm water permits, telephone, public utilities, as well as the Air Quality Management District (AQMD), the County Fire Marshall, the State Water Resources Control Board (SWRCB), the State Chancellor's Office (State Chancellor) and Division of the State Architect (DSA).

3. The ARCHITECT shall be responsible for determining, based on information provided by the District, the adequacy of existing utilities to support the proposed PROJECT and shall be responsible for any design or documentation required to make points of connection to existing utility services required for the PROJECT. The ARCHITECT may need to research existing campus drawings which shall be provided by the DISTRICT, make reasonable efforts to obtain drawings from the DSA on the basis of previous DSA approval numbers as provided by the DISTRICT and/or cooperate with other DISTRICT A/E consultants to obtain the necessary information. The ARCHITECT must visit the site, as often as necessary, to become familiar with readily observable existing surface conditions.

4. RESERVED.

5. The ARCHITECT shall provide a written preliminary evaluation of the DISTRICT's PROJECT, schedule and construction budget requirements prior to preparing preliminary designs for the PROJECT. Such evaluation shall include consideration of alternative approaches to design and construction of the PROJECT and evaluation of any educational specification requirements provided by the DISTRICT.

6. The ARCHITECT shall review and become familiar with the Board of Trustees (BOT) approved master plan; shall provide planning surveys, site evaluations and comparative studies of prospective sites, buildings or locations; and shall review the surveys, evaluations and studies with the DISTRICT to ensure prospective PROJECTS are planned and sited in accordance with the master plan.

7. The ARCHITECT shall attend regular PROJECT coordination meetings between the ARCHITECT, its Consultants, the DISTRICT's representative(s), and other Consultants of the DISTRICT during PROJECT development.

8. The ARCHITECT shall make revisions in Drawings, Specifications, the PROJECT Manual, or other documents when such revisions are necessary due to the ARCHITECT's failure to comply with approvals or instructions previously given by the DISTRICT, including revisions made necessary by adjustments in the DISTRICT's program or PROJECT Budget.

9. The ARCHITECT shall provide services required due to programmatic changes in the PROJECT during the Schematic Design Phase including, but not limited to, size, quality, complexity, during the programming phase. During the Design Development Phase, the ARCHITECT shall provide services required due to programmatic changes in the PROJECT including, but not limited to, size, quality, complexity, during the programming phase unless such changes materially and substantially alter the design of the PROJECT.

10. The ARCHITECT shall provide services in connection with the work of a construction manager or other separate consultants retained by DISTRICT. To the extent possible, the PARTIES shall endeavor to detail, in the PROJECT ASSIGNMENT AGREEMENT(S) entered into between the PARTIES, all the consultants that will be retained by the DISTRICT in connection with a PROJECT.

11. Upon the request of the DISTRICT, the ARCHITECT shall provide detailed estimates of construction costs to DISTRICT, as further described in Articles V and VI.

12. RESERVED.

13. The ARCHITECT shall provide analyses of DISTRICT ownership and operating costs of equipment that is incorporated into the PROJECT.

14. The ARCHITECT shall provide interior design and other services required for, or in connection with code or DISTRICT required graphics and signage. All other interior design services are addressed under Article III as an additional service.

15. To the extent the ARCHITECT is not familiar with suppliers, fabricators or manufacturers specified in the Construction Documents, the ARCHITECT shall, in its professional discretion, visit suppliers, fabricators, and manufacturers' facilities such as for carpet, stone, wood veneers, standard or custom furniture, to review the quality or status of items being produced for the PROJECT. Travel required in the execution of this requirement for items requested by the DISTRICT exceeding 200 miles shall be considered a reimbursable expense in accordance to Article XI, Section 1.

16. The ARCHITECT shall review, become familiar with and incorporate the DISTRICT's Campus Standards. THE ARCHITECT shall consult with DISTRICT should there be any changes in industry relative to the Campus Standards in use and selection of manufactured items on the PROJECT, including, but not limited to, paint, hardware, plumbing, mechanical and electrical equipment, fixtures, roofing materials, and floor coverings. All such manufactured items shall be standardized to DISTRICT's criteria to the extent such criteria do not interfere with PROJECT design and are in compliance with the requirements of Public Contract Code §3400.

17. The ARCHITECT shall certify to the best of its information pursuant to 40 Code of Federal Regulations §763.99(a)(7), that no asbestos-containing material was specified as a building material in any construction document for the PROJECT and will ensure that contractors provide DISTRICT with certification that all materials used in the construction of any school building are free from any asbestos-containing building materials ("ACBM's"). ARCHITECT shall include statements in specifications that

materials containing asbestos are not to be included. This certification shall be part of the final PROJECT submittal.

18. The ARCHITECT shall consider operating or maintenance costs when selecting systems for the DISTRICT. The ARCHITECT shall work with the DISTRICT to utilize and consider funding from grants and alternative funding sources as identified in the PROJECT ASSIGNMENT AGREEMENT(S).

19. The ARCHITECT shall prepare for, and make formal presentations to, the BOT of DISTRICT, attend public hearings and other public meetings. In addition, ARCHITECT shall attend and assist in legal proceedings that arise from errors or omissions of the ARCHITECT.

20. The duties, responsibilities and limitations of authority of the ARCHITECT shall not be restricted, modified or extended without written agreement between the DISTRICT and ARCHITECT.

21. The ARCHITECT shall comply with all federal, state and local laws, rules, regulations and ordinances that are applicable to the PROJECT.

22. The ARCHITECT shall have access to the work at all times.

23. The ARCHITECT shall cooperate with and endeavor to provide the necessary coordination with the DISTRICT's consultants including, but not limited to, AV/IT consultants, Furniture/Fixture/Equipment consultant, Space Planner, SWPPP consultant, and Geotechnical consultants for design interface, background coordination, design meetings, etc.

24. The ARCHITECT shall prepare all SD, DD, and CD drawings in a CADD or three dimensional electronic format, such as REVIT. Architect shall provide electronic files of such drawings for the convenience of the Contractor(s) related to the Contractor's responsibility to provide CADD or B.I.M. drawings for overhead and underground coordination, including but not limited to, the General Contractor and/or trade contractors. The use of B.I.M. related files shall be limited to use for horizontal and vertical control only. The DISTRICT agrees to incorporate terms into the Contract Documents with the Contractor that such CADD or three dimension electronic format drawings are only provided to the Contractor for convenience purposes and do not substitute for or alter the PROJECT's Construction Documents.

25. The Owner has hired a program manager/construction manager (PM/CM) to administer and coordinate all of the Projects on the District's behalf. The Architect shall cooperate with the PM/CM and respond to any request or directives authorized by the District to be made or given by the PM/CM when such requests or directives are in accordance with the AGREEMENT.

26. The ARCHITECT shall work in concert with the District's space planning consultant. The ARCHITECT shall coordinate and spend the necessary time to understand the educational program, master-plan, and work with, campus end users, deans and campus administration, along with making recommendations for Project scope, size, building and site space relationships.

27. Schematic Design Phase

- a. The ARCHITECT shall review the program furnished by the DISTRICT to ascertain the requirements of the PROJECT and shall review the understanding of such requirements with the DISTRICT as set forth in Article II, Section 5.
- b. The ARCHITECT shall prepare, for approval by the DISTRICT, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of PROJECT components. The ARCHITECT shall perform all schematic design services set forth in this paragraph as well as those services detailed in Exhibit "A" of this AGREEMENT. These documents shall comply with all applicable laws, statutes, ordinances, codes, rules and regulations which are applicable to these documents.
- c. The ARCHITECT shall prepare schematic design studies and site utilization plans leading to a recommended solution together with a general description of the PROJECT for approval by the DISTRICT.
- d. If directed by the DISTRICT, at the time of approval of the schematic design, the Construction Documents shall be prepared so that portions of the work of the PROJECT may be performed under separate construction contracts, or so that the construction of certain buildings, facilities, or other portions of the PROJECT may be deferred. Alternate construction schemes made by the DISTRICT subsequent to the Schematic Design Phase will be provided as an additional service in accordance with Article III unless such construction schemes are necessary due to the fault of the ARCHITECT or result from the PROJECT exceeding the estimated budget constraint due to the ARCHITECT's actions or inactions.
- e. ARCHITECT shall submit a list of qualified engineers for the PROJECT for the DISTRICT's approval in conformance with Article XII. ARCHITECT shall ensure that each engineer places his or her name, seal and signature on all drawings and specifications prepared by said engineer.
- f. The ARCHITECT shall review and observe existing conditions or facilities that are reasonably visible based on access provided by the DISTRICT and shall make reasonable efforts to visually confirm such conditions or facilities are consistent with drawings of existing conditions as provided by the DISTRICT.
- g. The ARCHITECT shall coordinate and conduct the necessary user group meetings with DISTRICT personnel and incorporate such feedback and information provided at these meetings into the ARCHITECT's Construction Documents. The ARCHITECT shall prepare meeting minutes following each meeting regardless of the type or purpose of the meeting and provide such meeting minutes to the DISTRICT.
- h. The ARCHITECT shall perform Schematic Design Phase Services to keep the PROJECT within all budget and scope constraints set by the DISTRICT, unless otherwise modified by written authorization by the DISTRICT.

i. The ARCHITECT shall submit to the DISTRICT a written estimate of the construction cost in conformance with Articles V and VI and shall advise the DISTRICT, in writing, of any adjustments to the estimate of Construction Cost. Upon request by the DISTRICT, the ARCHITECT shall reconcile the ARCHITECT's estimate of construction cost with the estimate of any third party estimator obtained by the DISTRICT.

28. Design Development Phase (Preliminary Plans)

a. Upon approval by the DISTRICT of the services set forth in Article II, section 27, the ARCHITECT shall prepare Design Development Documents for approval by the DISTRICT. Such documents shall consist of site and floor plans, elevations, cross sections, and other documents necessary to depict the Design of PROJECT, and shall outline specifications to fix and illustrate the size, character and quality of the entire PROJECT as to the program requirements, landscapes, architecture, civil, structural, mechanical, and electrical systems, and materials. The ARCHITECT shall perform all Design Development Phase services set forth herein Article II, Section 28, as well as those services detailed in Exhibit "A" of this AGREEMENT.

b. The ARCHITECT shall establish an estimated PROJECT Construction Cost. Upon request by the DISTRICT, the ARCHITECT shall reconcile the ARCHITECT's estimate of construction cost with the estimate of any third party estimator obtained by the DISTRICT.

c. The ARCHITECT shall perform Design Development Phase Services to keep the PROJECT within all budget and scope constraints set by the DISTRICT, unless otherwise modified by written authorization by the DISTRICT.

29. Construction Document Phase (Final Plans)

a. The ARCHITECT shall prepare, from the Design Development Documents approved by the DISTRICT, Construction Documents (in most recent three dimensional or B.I.M. format as specifically identified in the PROJECT ASSIGNMENT AGREEMENT(S) and specifications setting forth, in detail, the requirements for the construction of the entire PROJECT in conformity with all applicable governmental and code requirements and requirements of the State Chancellor and DSA. The Construction Documents shall show all the work to be done, the materials, workmanship, finishes, and Group I equipment required for the PROJECT. The ARCHITECT shall perform all Construction Document Phase services necessary to complete the PROJECT as set forth herein Article II, Section 29, as well as those services detailed in Exhibit "A" of this AGREEMENT. Prior to DSA approval, ARCHITECT shall run clash detection and resolve all clashes.

b. The ARCHITECT shall prepare and file all documents required for, and obtain the required approvals of all governmental agencies having jurisdiction over, the PROJECT, including the State Chancellor, DSA, City Design Review (DRC), County Health Department, Local and County Fire Department, Department of Public Works, and others which have jurisdiction over the PROJECT. The DISTRICT shall pay all fees required by such governmental authority. ARCHITECT shall, whenever feasible, establish beforehand the exact costs due to governmental agencies and submit this cost information to DISTRICT so payments may be prepared.

c. The ARCHITECT shall provide the DISTRICT with an estimated PROJECT Construction Cost which includes any and all changes required by the DSA or any other governmental agency having jurisdiction over the PROJECT. The ARCHITECT shall immediately notify the DISTRICT of adjustments in previous estimates of the PROJECT Construction Cost arising from market fluctuations or approved changes in scope or requirements.

d. If the estimated PROJECT Construction Cost exceeds the budget constraint, the ARCHITECT shall make all necessary design revisions at no cost to the DISTRICT to comply with the budget and scope set by the DISTRICT in conformance with Articles V and VI, unless otherwise modified by written authorization of the DISTRICT.

e. The ARCHITECT shall provide a third party (internal or external resource) Constructability/Quality Control document for DISTRICT and DISTRICT's Representative for review and record and shall provide a follow up document advising how each constructability item has been addressed prior to bid. This document shall be submitted to DISTRICT and DISTRICT Representative for review and record no later than final DSA approval.

30. Bidding & Award Phase

a. The ARCHITECT, following the DISTRICT's approval of the Construction Documents and of the latest estimate of Construction Cost, shall assist the DISTRICT in obtaining bids and awarding the Contract for the construction of the PROJECT.

b. The ARCHITECT shall assist in the preparation of necessary bidding information and bidding forms required by the DISTRICT and shall assist the DISTRICT in preparing the Contractor's contract and general conditions, including providing plans or specifications which include a requirement that the Contractor provide operation manuals and adequate training for the DISTRICT in the operation of mechanical, electrical, heating, air conditioning and other systems installed by the Contractor, all of which shall be part of the bid documents prepared by the ARCHITECT.

c. RESERVED.

d. The ARCHITECT shall forward a reproducible set of Construction Documents and specifications to a reprographics company specified by DISTRICT for the bid and for printing of additional sets of plans and specifications during the PROJECT. In addition, the ARCHITECT shall provide the DISTRICT with the requested electronic file set forth in the PROJECT ASSIGNMENT AGREEMENT(S).

e. The ARCHITECT shall only submit DSA or required governing agency approved and stamped Construction Documents to the DISTRICT's designated reprographics company for use on the PROJECT's bid unless specifically instructed otherwise by the DISTRICT in writing.

f. The ARCHITECT shall provide services in connection with evaluating substitutions proposed by the Contractor and making subsequent revisions to the drawings, specifications and other documents resulting therefrom prior to the bid date.

g. If the lowest bid exceeds the budget for the PROJECT, the ARCHITECT, in consultation with, and at the direction of, the DISTRICT, shall provide such modifications in the Construction Documents as necessary to bring the cost of the PROJECT within its budget as set forth in Articles V and VI.

31. Construction Phase

a. The Construction Phase will commence with the award of the Construction Contract to Contractor.

b. The ARCHITECT representative shall be a licensed architect empowered to make decisions in the field (i.e., on the project site) or as necessary as not to delay construction activities and/or work in progress.

c. The ARCHITECT shall provide technical direction to a full-time PROJECT inspector employed by, and responsible to, the DISTRICT, as required by applicable law. The ARCHITECT shall advise the Contractor in the preparation of a marked set of prints indicating dimensioned location of buried utility lines which shall be forwarded to the DISTRICT upon completion of the PROJECT.

d. The ARCHITECT will endeavor to secure compliance by Contractor with the contract requirements, but does not guarantee the performance of Contractor's contracts.

e. The ARCHITECT shall provide general administration of the Construction Documents, including, but not limited to, attending weekly construction/progress meetings, at the site. The ARCHITECT shall walk the site during each meeting and to render architectural observation which is distinguished from the continuous personal inspection of the PROJECT inspector (in no case shall the number of visits be less than once every week); provide a field/observation report, make regular reports as may be required by governing agencies; keep the DISTRICT informed of the progress of construction; review schedules and shop drawings for compliance with design; approve substitution of materials, equipment and the review of laboratory reports thereof subject to DISTRICT knowledge and approval; prepare change orders for written approval of the DISTRICT; examine Contractor's applications for payment and issue certificates for payment in amounts approved by the ARCHITECT and DISTRICT; provide a color schedule of all materials in the PROJECT for DISTRICT's review and approval; determine date of completion of the PROJECT; make final punch-list inspection of the PROJECT; assemble and deliver to the DISTRICT written guarantees, instruction books, diagrams, and charts required of the Contractor; and issue the ARCHITECT's certificate of completion and final certificate for payment.

f. The ARCHITECT, as part of his basic services, shall advise the DISTRICT, if the ARCHITECT becomes aware of any deficiencies in construction following the acceptance of the work and prior to the expiration of the guarantee period of the PROJECT.

g. The ARCHITECT shall be the interpreter of the requirements of the Construction Documents and advise the DISTRICT as to the performance by the Contractor and if construction is not in conformance with the plans and specifications.

h. The ARCHITECT shall make recommendations to the DISTRICT on claims relating to the execution and progress of the work and all matters and questions relating thereto. The ARCHITECT's recommendations in matters relating to artistic effect shall be consistent with the intent of the Construction Documents.

i. The ARCHITECT shall advise the DISTRICT to reject work which, on the basis of ARCHITECT's observations or knowledge at the site, does not conform to the Construction Documents. The ARCHITECT shall promptly inform the DISTRICT whenever, in the ARCHITECT's opinion, it may be necessary to stop the work to avoid the improper performance of the Work. The ARCHITECT has authority to require additional inspection or testing of the work in accordance with the provisions of the Construction Documents, whether work is fabricated, installed or completed.

j. The ARCHITECT shall not issue orders to Contractor that might commit the DISTRICT to extra expenses or otherwise amend the Construction Documents without first obtaining the written approval of the DISTRICT.

k. The ARCHITECT shall be the DISTRICT's representative during construction and shall advise and consult with the DISTRICT. The ARCHITECT shall have authority to act on behalf of the DISTRICT only to the extent provided in this AGREEMENT unless otherwise modified in writing.

l. The ARCHITECT shall, at no additional cost, provide services required or reasonably requested by the DISTRICT made necessary by defect or deficiencies in the work of the Contractor which, through reasonable care, should have been discovered by the ARCHITECT and promptly reported to the DISTRICT and Contractor but which ARCHITECT failed to do.

m. The ARCHITECT shall review and certify the amounts due the Contractor. The ARCHITECT's certification for payment shall constitute a representation to the DISTRICT, based on the ARCHITECT's observations at the site, that the work has progressed to the level certified, that quality of the work is in accordance with the Construction Documents and that the Contractor is entitled to payment in the amount certified.

n. The ARCHITECT shall review and approve or take other appropriate action upon Contractor's submittals of shop drawings, product data, and samples for the purpose of checking for conformance with the Construction Documents. The ARCHITECT's action shall not delay the work, but should allow for sufficient time, in the ARCHITECT's professional judgment, to permit adequate review.

o. The ARCHITECT shall prepare change orders with supporting documentation and data for the DISTRICT's review in accordance with the Construction Documents, and may authorize minor changes in the work not involving an adjustment in the contract sum or an extension of time.

The ARCHITECT shall evaluate and make written recommendations regarding Contractor's proposals for possible change orders. ARCHITECT shall, at ARCHITECT's expense, prepare a set of reproducible record drawings showing significant changes in the work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the ARCHITECT as well as all changes that arise out of any Requests for Information, Change Orders, Field Directives, or other similar documents that result in a change to the originally approved plans for the PROJECT.

p. The ARCHITECT shall inspect the PROJECT to determine the date or dates of final completion, receive and forward to the DISTRICT for the DISTRICT's review all written warranties and related documents required by the Construction Documents and issue a final certificate for payment upon Contractor compliance with the requirements of the Construction Documents.

q. The ARCHITECT shall provide written evaluation of the performance of the Contractor under the requirements of the Construction Documents when requested in writing by the DISTRICT.

r. RESERVED.

s. The ARCHITECT shall be responsible for gathering information and processing forms required by applicable governing authorities, such as building departments, the State Chancellor, and DSA, in a timely manner and cooperate with the District to ensure proper PROJECT close-out.

t. The ARCHITECT shall evaluate and render written recommendations within a reasonable time on all claims, disputes or other matters at issue between the DISTRICT and Contractor relating to the execution or progress of the work as provided in the construction contract. Under no circumstances should this evaluation take longer than twenty (20) calendar days from the date the claim is received by ARCHITECT.

u. The ARCHITECT shall prepare an as-built AutoCAD file of all record conditions based on marked-up prints, drawings, addenda, RFIs, submittal changes, bulletins and other data which changed the contract documents. The electronic file shall be submitted to the DISTRICT on disk in a PDF.

v. The ARCHITECT shall cooperate with the District to secure the Contractor's compliance with requirements included in the Construction Documents requiring the Contractor to provide services to assist the DISTRICT in the startup and utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance and consultation during operation. ARCHITECT shall incorporate into the Construction Documents the requirements for the Contractor to provide services set forth in this Paragraph including, but not limited to, the DISTRICT's required operation and maintenance manual needs and personnel training of all required systems.

w. Prior to start of construction, the ARCHITECT shall verify that the following two documents have been submitted to the Division of the State Architect ("DSA"):

- (1) Contract Information Form DSA-102.
- (2) Inspector Qualification Record Form DSA-5 should be submitted ten (10) days prior to the time of starting construction.

The ARCHITECT shall notify the DISTRICT, in writing, if any of the above forms have not been promptly completed and submitted to the DSA. If necessary, the ARCHITECT shall assist the DISTRICT in obtaining the above documents from the responsible parties for delivery to the DSA.

32. Project Close-Out

a. The ARCHITECT shall assist the DISTRICT in securing the delivery of any and all applicable documents described herein Article II, Section 32 (b) and (c) to the DSA for review prior to issuance of a "Certificate of Completion". The ARCHITECT shall submit all documents prepared by or in control of the ARCHITECT to the DSA without delay.

b. During the period the PROJECT or any portion thereof is under construction, the ARCHITECT shall verify that the following two documents have been submitted to the DSA:

1. Copies of the Inspector of Record's semi-monthly reports.
2. Copies of the laboratory reports on all tests or laboratory inspections as returned and done on the PROJECT.

The ARCHITECT shall notify the DISTRICT, in writing, if any of the above forms are not promptly submitted to the DSA by the responsible parties or if the DISTRICT has otherwise failed to receive a copy of such forms for delivery to the DSA. If necessary, the ARCHITECT shall assist the DISTRICT in obtaining the above documents from the responsible parties for delivery to the DSA.

c. Upon the completion of all construction, including Punch-List Items, the ARCHITECT shall assist the DISTRICT in securing the delivery of the following documents to the DSA:

1. Copy of the Notice of Completion.
2. Final Verified Report Form DSA 6A/E certifying all work is 100% complete from the ARCHITECT, Structural Engineer, Mechanical Engineer and Electrical Engineer.
3. Final Verified Report Form DSA 6 certifying all work is 100% complete from the Contractor or Contractors, Inspector of Record and Special Inspector(s).
4. Verified Reports of Testing and Inspections as specified on the approved drawings and specifications, i.e., Final Laboratory Report, Welding, Glued-Laminated Timber, etc.

5. Weighmaster's Certificate (if required by approved drawings and specifications).
6. Copies of the signature page of all Addenda as approved by DSA.
7. Copies of the signature pages of all Deferred Approvals as approved by DSA.
8. Copies of the signature page of all Change Orders as approved by DSA.
9. Verification by the I.O.R. that all items noted on any "Field Trip Notes" have been corrected.

The ARCHITECT shall notify the DISTRICT, in writing, if any of the above forms are not promptly submitted to the DSA by the responsible parties or if the DISTRICT has otherwise failed to receive a copy of such forms for delivery to the DSA. If necessary, the ARCHITECT shall assist the DISTRICT in obtaining the above documents from the responsible parties for delivery to the DSA.

d. The ARCHITECT shall provide to the DISTRICT all DSA required forms for DISTRICT coordinated signature. DISTRICT shall return forms to ARCHITECT for DSA closeout

ARTICLE III - ADDITIONAL ARCHITECT'S SERVICES

1. ARCHITECT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the ARCHITECT's control. ARCHITECT shall obtain written authorization from the DISTRICT before rendering such services. Compensation for such services shall be negotiated and approved in writing by the DISTRICT. Such services shall include:

a. Making material revisions in drawings, specifications or other documents when such revisions are required by the enactment or revision of laws, rules or regulations subsequent to the preparation and completion of the Construction Documents.

b. Making material revisions in drawings, specifications or other documents when such revisions are required by programmatic changes in the PROJECT including changes in the size, quality or complexity of the PROJECT subsequent to approval by the DISTRICT of the Schematic Design Phase documents when such changes materially and substantially alter the design of the PROJECT.

c. Preparing drawings, specifications and other documentation and supporting data, and providing other services in connection with Change Orders required by causes beyond the control of the ARCHITECT which are not the result of the direct negligence, errors or omissions on the part of ARCHITECT.

d. Providing consultation concerning replacement of work damaged by fire or other cause and furnishing services required in connection with the replacement of such work.

e. Providing services made necessary by the default of the Contractor, which do not arise directly or indirectly from the negligence, errors or omissions of ARCHITECT.

f. If the DISTRICT requests the PROJECT be let on a segregated basis after the completion of Design Development where segregation does not arise from ARCHITECT exceeding the estimated budget constraint, then plan preparation and/or contract administration work to prepare the segregated plans is an extra service subject to prior negotiation and DISTRICT approval.

g. Providing services in connection with evaluating substitutions proposed by the Contractor subsequent to the date bid are opened.

h. Should the construction time be exceeded at no fault of the ARCHITECT, where it is determined that the sole fault is that of the Contractor, ARCHITECT shall be compensated for the time associated with attending additional visits to the site and meetings related to the delay in the PROJECT's completion due to the Contractor's actions or inactions. Payment to the ARCHITECT for attending such additional site visits or meetings on account of delay in the PROJECT's completion is expressly conditioned upon the ARCHITECT having no fault in the PROJECT's delay. In no event shall the basic services described in Article II, Sections 31 and 32 ever be compensated as additional services no matter when such basic services are performed by the ARCHITECT.

i. Providing any other services not otherwise included in this AGREEMENT or not customarily furnished in accordance with generally accepted architectural practice.

2. If authorized in writing by DISTRICT, ARCHITECT shall provide one or more PROJECT Representatives to assist in carrying out more extensive representation at the site than is described in Article II. The PROJECT Representative(s) shall be selected, employed and directed by the ARCHITECT, and the ARCHITECT shall be compensated therefore as agreed by the DISTRICT and ARCHITECT. Through the observations of such PROJECT Representative(s), the ARCHITECT shall endeavor to provide further protection for the DISTRICT against defects and deficiencies in the work, but the furnishing of such PROJECT representation shall not modify the rights, responsibilities or obligations of the ARCHITECT as described elsewhere in this AGREEMENT. Such services shall be negotiated and approved in writing by the DISTRICT.

ARTICLE IV - DISTRICT'S RESPONSIBILITIES

1. The DISTRICT shall provide to the ARCHITECT information regarding requirements for the PROJECT, including information regarding the DISTRICT's objectives, schedule, constraints and criteria.

2. Prior to the Schematic Design Phase, the ARCHITECT shall assist the DISTRICT in the preparation of a current overall budget for the PROJECT which shall include the Construction Cost budget for the PROJECT. The overall budget shall be based upon the DISTRICT's objectives, schedule, budget constraints, and any other criteria that are provided to the ARCHITECT by the DISTRICT pursuant to Article IV, Section 1, above. Upon the completion of the Schematic Design Phase, the DISTRICT shall

review and approve the Construction Cost budget prepared by the ARCHITECT which shall include all work designed or specified by the ARCHITECT, all agreed upon bonding and insurance costs, all agreed upon design and construction contingencies, and an agreed escalation cost through the midpoint of construction and this Construction Cost budget shall be the "APPROVED BUDGET" for the PROJECT as set forth in this AGREEMENT.

3. The DISTRICT shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

4. The DISTRICT shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations including pavement sections.

5. RESERVED.

6. The DISTRICT shall notify the ARCHITECT of administrative procedures required and name a representative authorized to act on its behalf. The DISTRICT shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of the PROJECT. The DISTRICT shall observe the procedure of issuing any orders to Contractors only through the ARCHITECT.

7. The DISTRICT shall give prompt written notice to the ARCHITECT if the DISTRICT becomes aware of any fault or defect in the PROJECT or nonconformance with the Construction Documents. However, the DISTRICT's failure or omission to do so shall not relieve the ARCHITECT of ARCHITECT's responsibilities under Title 21, Title 24, and the Field Act hereunder. The DISTRICT shall have no duty to observe, inspect or investigate the PROJECT.

8. The proposed language of certifications requested of the ARCHITECT or ARCHITECT's consultants shall be submitted to the ARCHITECT for review and approval at least fourteen (14) days prior to execution.

9. The ARCHITECT shall be entitled to rely upon the information provided by the DISTRICT.

ARTICLE V - COST OF CONSTRUCTION

1. During the Schematic Design, Design Development, Construction Document phases, and following DSA approval of the plans and specifications, Construction Cost, as defined in Article V, Section 2 below, shall be reconciled against the DISTRICT's APPROVED BUDGET for the construction of the

PROJECT as developed by the ARCHITECT and the DISTRICT in accordance with Article IV, Section 2 above.

2. PROJECT Construction Cost, as used in this AGREEMENT, means the total cost to the DISTRICT of all work designed or specified by the ARCHITECT, including work covered by approved change orders and/or alternates approved by the DISTRICT. Construction Cost shall not include the following: Any payments to ARCHITECT or consultants for costs of inspections, surveys, and tests not included in PROJECT.

3. When labor or material is furnished by the DISTRICT below its market cost, the Construction Cost shall be based upon current market cost of labor and new material.

4. The Construction Cost shall be the acceptable estimate of construction costs to the DISTRICT as submitted by the ARCHITECT until such time as bids have been received, whereupon it shall be the bid amount of the lowest responsive, responsible bidder.

5. Any APPROVED BUDGET or fixed limit of construction cost shall be adjusted if the bidding has not commenced within ninety (90) days after the ARCHITECT submits the Construction Documents to the DISTRICT, to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the DISTRICT and the date on which bids are sought for the PROJECT.

6. If the lowest bid received exceeds the APPROVED BUDGET:

- a. The DISTRICT may give written approval of an increase of such fixed limit;
- b. The DISTRICT may authorize rebidding of the PROJECT within a reasonable time;
- c. If the PROJECT is abandoned, the DISTRICT may terminate this AGREEMENT or relative PROJECT ASSIGNMENT AGREEMENT(S) in accordance with Article VIII, Section 2;
- d. The DISTRICT may request the ARCHITECT prepare, at no additional cost, deductive change packages which bring the PROJECT into approved budget; or
- e. The DISTRICT may request the ARCHITECT cooperate in revising the PROJECT scope and quality as required to reduce the construction cost at no additional cost.

7. If the lowest bid received exceeds the APPROVED BUDGET by more than ten percent (10%) and the DISTRICT chooses to proceed under Article V, Section 6(d. or e.), the ARCHITECT, without additional charge, agrees to prepare deductive change packages and/or redesign the PROJECT until the PROJECT is brought within the APPROVED BUDGET set forth in this AGREEMENT. Redesign does not mean phasing or removal of parts of the PROJECT unless agreed in writing by the DISTRICT. Redesign means redesign of the PROJECT with all its component parts to meet the budget set forth in this AGREEMENT.

ARTICLE VI - ESTIMATE OF PROBABLE PROJECT CONSTRUCTION COSTS

1. Estimates referred to in Article II shall be prepared on a square foot/unit cost basis-considering prevailing construction costs and including all work for which bids will be received. It is understood that the PROJECT Construction Cost is affected by the labor and/or material market as well as other conditions beyond the control of the ARCHITECT or DISTRICT.
2. The ARCHITECT shall review the estimate at the Schematic Design, Design Development and Construction Document phases of his services. If such estimates are in excess of the APPROVED BUDGET, the ARCHITECT shall revise the type or quality of construction to come within the budgeted limit at no additional cost to the DISTRICT. ARCHITECT's initial budget and scope limitations shall be realistic and be reviewed with the DISTRICT prior to formalization.
3. RESERVED.
4. The estimate format shall be by the CSI specification, quantity, unit cost, and total with a summary total by CSI division or other format as defined in the PROJECT ASSIGNMENT AGREEMENT. The ARCHITECT shall provide a sample estimate to the DISTRICT for review and approval of the format of the estimate prior to performing any estimates.

ARTICLE VII - ARCHITECT'S DRAWINGS AND SPECIFICATIONS

1. All documents including, but not limited to, plans, drawings, specifications, record drawings, models, mock-ups, renderings and other documents (including all computer file and/or AutoCAD files) prepared by the ARCHITECT or the ARCHITECT's Consultants for this PROJECT, shall be and remain the property of the DISTRICT for the purposes of repair, maintenance, renovation, modernization or other purposes as they relate to the PROJECT. The DISTRICT, however, shall not be precluded from using the ARCHITECT's or ARCHITECT's Consultant's documents enumerated above for the purposes of additions, alignments or other development on the PROJECT site.
2. If DISTRICT intends to reuse ARCHITECT's plans, specifications or other documents for a project or projects other than that which is the subject of this AGREEMENT, and for which the ARCHITECT is not the architect of record, the DISTRICT shall indemnify and hold harmless the ARCHITECT against all damages, liabilities or costs including reasonable attorney's fees and defense cost arising out of or in any way connected with the reuse of the plans and specifications.

ARTICLE VIII - TERMINATION

1. This AGREEMENT may be terminated by either party upon fourteen (14) days written notice to the other party in the event of a substantial failure of performance by such other party, including insolvency of ARCHITECT; or if the DISTRICT should decide to abandon or indefinitely postpone the PROJECT.

2. In the event of a termination based upon abandonment or postponement by DISTRICT, the DISTRICT shall pay to the ARCHITECT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement plus any sums due the ARCHITECT for Board-approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents, whether delivered to the DISTRICT or in the possession of the ARCHITECT. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased consultant and replacement architect costs, shall be deducted from payments to the ARCHITECT.

3. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Article VIII, Section 4, below, and ARCHITECT shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by ARCHITECT.

4. This AGREEMENT may be terminated without cause by DISTRICT upon fourteen (14) days written notice to the ARCHITECT. In the event of a termination without cause, the DISTRICT shall pay to the ARCHITECT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due the ARCHITECT for Board-approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents, whether delivered to the DISTRICT or in the possession of the ARCHITECT.

5. In the event of a dispute between the parties as to performance of the work or the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute according to the procedures set forth in Article VIII, Section 6 below. Pending resolution of this dispute, ARCHITECT agrees to continue the work diligently to completion. If the dispute is not resolved, ARCHITECT agrees it will neither rescind the AGREEMENT nor stop the progress of the work, but ARCHITECT's sole remedy shall be to resolve the dispute pursuant to the dispute resolution procedures detailed in Article VIII, Section 6 below.

6. **Dispute Resolution Procedures.** In the event of a dispute between the PARTIES, the DISTRICT and ARCHITECT agree to informally discuss such disputes and resolve the same through "Direct Negotiations." Direct Negotiation will be the initial process utilized by the DISTRICT or ARCHITECT after the issuance of a written notice of any claim arising out of or relating to this AGREEMENT. Either the DISTRICT or ARCHITECT may make a request for Direct Negotiations as an initial attempt to resolve any claim, dispute, or other matter arising out of this AGREEMENT. Direct Negotiation representatives of the parties shall be the DISTRICT's designated representative and the ARCHITECT's designated representative. Any requested Direct Negotiations will take place at the PROJECT or at a mutually agreeable location specified by the PARTIES' designated representatives, and the Direct Negotiations shall take place as soon as reasonably practical after the request for Direct Negotiation is requested by either PARTY. The PARTIES shall negotiate in good faith in an effort to

resolve the claim, dispute, or other matter arising out of the AGREEMENT. Each PARTY shall document the results of the Direct Negotiation and these documents shall be exchanged between the PARTIES.

The ARCHITECT agrees that all claims, disputes or controversies that the ARCHITECT may have that arise out of or relate to this AGREEMENT, or breach thereof, which are not resolved by Direct Negotiations as described hereinabove, shall initially be submitted to non-binding mediation before a mediator mutually agreed upon by the PARTIES. In the event the PARTIES are unable to agree upon the identity of the mediator within fifteen (15) days from the date either PARTY submits a written request to mediate a claim, dispute or controversy, the mediator shall be selected pursuant to the Construction Mediation Rules of the American Arbitration Association. The costs and fees of the mediator shall be paid equally by the PARTIES. The PARTIES shall negotiate in good faith in an effort to reach an agreement with respect to the claim, dispute or controversy. The ARCHITECT shall not commence or pursue litigation on a claim, dispute or controversy related to this AGREEMENT until the PARTIES have first mediated the same.

In the event a claim, dispute or controversy remains unresolved after mediation, such ARCHITECT claim, dispute or controversy may be submitted to a court having competent jurisdiction of the dispute after the PROJECT has been completed, and not before.

7. THE PARTIES UNDERSTAND AND AGREE THAT ARTICLE VIII OF THIS AGREEMENT SHALL GOVERN ALL TERMINATION RIGHTS AND PROCEDURES BETWEEN THE PARTIES. ANY TERMINATION PROVISION INCORPORATED, OR ATTACHED TO ANY PROJECT ASSIGNMENT AGREEMENT AS AN ATTACHMENT, SHALL BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.

ARTICLE IX - ACCOUNTING RECORDS OF THE ARCHITECT

1. Records of the ARCHITECT's direct personnel and reimbursable expense pertaining to the extra services of this PROJECT and records of accounts between the DISTRICT and Contractor shall be kept on a generally recognized accounting basis and shall be available to the DISTRICT or its authorized representative at mutually convenient times.

ARTICLE X - COMPENSATION TO THE ARCHITECT

The DISTRICT shall compensate the ARCHITECT as follows:

1. For performing all the basic services set forth in Article II and Exhibit "A" that are necessary for the completion of a PROJECT (collectively the "Basic Services"), the DISTRICT agrees to pay the ARCHITECT an amount not to exceed the applicable fee percentages set forth in Exhibit "B". In no event shall the Architect Fee for Basic Services for any PROJECT exceed the fee percentages set forth in Exhibit "B". The ARCHITECT's compensation for Basic Services on a PROJECT shall be determined by applying the appropriate fee basis to the agreed upon fee schedule set forth in Section 5(A) of the applicable PROJECT ASSIGNMENT AGREEMENT (the "Architect Fee"). The Architect Fee shall always be based upon the APPROVED BUDGET that is accepted by the DISTRICT at the completion of the Schematic Design Phase unless the terms of Article X, Section 1(a) apply. Fluctuations in the PROJECT's approved

construction cost after the Schematic Design Phase shall not affect the Architect Fee in any way unless the provisions of Article X, Section 1(a) apply.

a. If the lowest responsive responsible bid received for the PROJECT is more than five percent (5%) less than the APPROVED BUDGET, the ARCHITECT's compensation for Basic Services shall be determined by applying the actual Construction Cost, based upon the lowest responsive responsible bid, to the fee schedule set forth in the applicable PROJECT ASSIGNMENT AGREEMENT rather than the APPROVED BUDGET. For purposes of calculating the ARCHITECT's compensation for Basic Services under this Section, the Construction Cost shall include the total award from the initial construction contract(s), plus all approved additive and deductive contract change orders, with the exception of items resulting from errors and omissions on the part of the ARCHITECT. Payments to the ARCHITECT shall be adjusted accordingly, at the time bids are opened, in order to account for the applicable fee basis triggered by this Section.

2. Payment of the Architect Fee on a PROJECT will be as follows unless otherwise agreed to in an approved PROJECT ASSIGNMENT AGREEMENT:

a. Schematic Design: No more than ten percent (10%) of the estimated Architect Fee, to be paid monthly based on actual level of completion.

b. Design Development: No more than fifteen percent (15%) of the Architect Fee, to be paid monthly based on actual level of completion.

c. Construction Documents: No more than forty percent (40%) of the Architect Fee, to be paid monthly based on actual level of completion

d. D.S.A. Approval: No more than three percent (3%) of the Architect Fee payable upon final stamped approval of all Construction Documents by the DSA.

e. Bidding Phase: No more than two percent (2%) of the estimated Architect Fee, to be paid upon the DISTRICT's award of the PROJECT.

f. Construction Phase: No more than twenty percent (20%) of the Architect Fee, to be paid monthly based on actual level of completion

g. Close-Out Phase: five percent (5%) of the actual the Architect Fee, payable upon the completion of all requirements set forth in Article II, Section 32 involving the submittal of PROJECT documentation, including, without limitation, record and as-built documents forwarded to DISTRICT and the applicable governmental agencies having jurisdiction over the PROJECT. The required documents (independent of DISTRICT requirements) shall be delivered within sixty (60) days of PROJECT acceptance. This Paragraph also requires submission of all required documents and information to the DSA for close-out and certification, and approval and confirmation by the DISTRICT that all required documents have been submitted to DSA.

h. DSA Certification of Project: Upon receipt of final PROJECT close-out certification from the DSA, the DISTRICT shall release the final five percent (5%) of the actual Architect Fee,

to increase the total amount paid to the ARCHITECT to one hundred percent (100%) compensation due for the PROJECT.

3. The ARCHITECT must obtain the DISTRICT's written approval to perform any additional services including, but not limited to, services related to any change order or corresponding work. In the event the ARCHITECT performs any services in connection with a change order without first obtaining the DISTRICT's written direction and/or approval, no increase in the ARCHITECT's Fee will be paid to the ARCHITECT on account of such services or due to any increase in the Construction Cost of the PROJECT or any portion thereof related to such change order or corresponding work.

4. When ARCHITECT's Fee is based on a percentage of construction cost and any portions of the PROJECT are deleted or otherwise not constructed, compensation for those portions of the PROJECT shall be payable to the extent actual services are performed, in accordance with the schedule set forth in Article X, Section 2 based on the APPROVED BUDGET or bid price as applicable pursuant to Article X, Section 1(a).

5. To the extent that the time initially established for the completion of ARCHITECT's services is exceeded or extended through no fault of the ARCHITECT, compensation for any additional services rendered during the additional period of time for items such as additional site visits and/or meetings shall be negotiated and subject to prior approval by DISTRICT Board. Payment for approved extra services arising from Contractor-caused delays shall only be made if such delays are not the fault of the ARCHITECT and do not arise from any errors or omissions of the ARCHITECT. The ARCHITECT shall not receive any additional compensation for performing Basic Services no matter when such services are performed.

6. Expenses incurred beyond those noted under ARTICLE XI by the ARCHITECT and ARCHITECT's employees and consultants in the interest of the PROJECT shall have prior DISTRICT written approval before they are incurred and records of such expenses shall be provided to DISTRICT for the DISTRICT's review.

7. Payments for services and reimbursable expenses shall be made monthly by ARCHITECT in proportion to services performed and reimbursable expenses incurred. DISTRICT shall, within thirty (30) calendar days of receipt of ARCHITECT's invoice pay all undisputed charges thereon. The DISTRICT shall advise the ARCHITECT of any disputed charges within twenty one (21) calendar days from the date the DISTRICT receives an invoice from the ARCHITECT with such disputed charges.

8. In the event the DISTRICT incurs additional costs on the PROJECT due to errors and omissions by the ARCHITECT which exceed 2% of the sum of all PRIME contracts, the ARCHITECT shall reimburse the DISTRICT 50% of the Prime Contractors' OH&P markup related to such errors and/or omissions.

ARTICLE XI - REIMBURSABLE EXPENSES

1. Reimbursable expenses are in addition to compensation for basic and extra services, and shall be paid to the ARCHITECT at one and one-tenth (1.1) times the expenses incurred by the ARCHITECT, the ARCHITECT's employees and consultants for the following specified items:

- a. Reproduction of drawings and specifications by this AGREEMENT, which includes sets of construction documents and all progress;
 - b. Fees advanced for securing approval of authorities having jurisdiction over the PROJECT;
 - c. Renderings, models, mock-ups requested by the DISTRICT;
 - d. Professional photography;
 - e. Travel expenses in excess of 200 miles from the PROJECT site that are approved by the DISTRICT, in writing, before such expenses are incurred; and
 - f. Other PROJECT related expenses that may be approved by the DISTRICT in a PROJECT ASSIGNMENT AGREEMENT before such expenses are incurred by the ARCHITECT.
2. Estimates of reimbursable expenses shall be established in each PROJECT ASSIGNMENT AGREEMENT, and this amount shall not be exceeded without the prior written approval of the DISTRICT.
3. Reimbursable expenses shall not include the following unless otherwise approved in a PROJECT ASSIGNMENT AGREEMENT:
- a. Travel expenses unless otherwise permitted under Article XI, Section 1 above;
 - b. Check prints;
 - c. Prints, or plots of plans or specifications made for ARCHITECT's or ARCHITECT's consultants use in the provision of the services;
 - d. Preliminary plans and specifications;
 - e. ARCHITECT's consultants' reimbursables except as enumerated in Article XI, Section 1 above;
 - f. Models or mock-ups unless requested by the DISTRICT; and
 - g. Time required for meetings with Cities, planning officials, fire departments, the DSA, State Allocation Board or other public local agencies.

ARTICLE XII - EMPLOYEES AND CONSULTANTS

1. The ARCHITECT, as part of its basic professional services, shall furnish, at the ARCHITECT's own expense, the services of landscape architects, structural, mechanical, and electrical and civil engineers.
2. The ARCHITECT shall submit, for written approval by the DISTRICT, the names of the consultant firms proposed for the PROJECT. Nothing in this AGREEMENT shall create any contractual relation between the DISTRICT and any Consultants employed by the ARCHITECTS under the terms of this AGREEMENT.

3. ARCHITECT's consultants shall be licensed to practice in California and have relevant experience with California school design and construction during the last five years. If any employee or consultant of the ARCHITECT is not acceptable to the DISTRICT, then that individual shall be replaced with an acceptable, competent, person at the DISTRICT's request.

4. The construction administrator or field representative assigned to this PROJECT by ARCHITECT shall have authority to make critical PROJECT decisions in a timely manner that shall be binding upon the ARCHITECT and shall be readily available and provide by phone, facsimile and through correspondence, design direction and decisions when the construction administrator is not at the site.

ARTICLE XIII - MISCELLANEOUS

1. The ARCHITECT shall make a written record of all meetings, conferences, discussions and decisions made between or among the DISTRICT and ARCHITECT during all phases, unless noted otherwise, of the PROJECT and concerning any material condition in the requirements, scope, performance and/or sequence of the work. The ARCHITECT shall provide a copy of such record to the DISTRICT. Written record of DISTRICT related construction progress meetings during the Construction Phase of the PROJECT are to be provide by the District's Program Manager.

2. To the fullest extent permitted by law, ARCHITECT agrees to indemnify, defend and hold DISTRICT and the DISTRICT's Program/Construction Manager entirely harmless from all liability arising out of:

a. Workers' Compensation. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to ARCHITECT's employees or ARCHITECT's subcontractor's employees arising out of ARCHITECT's work under this AGREEMENT; and

b. General Liability. If arising out of, pertaining to, or relating to, the negligence, recklessness, or willful misconduct of the ARCHITECT, the ARCHITECT shall indemnify and hold the DISTRICT harmless from any liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the ARCHITECT or the DISTRICT, or any person, firm or corporation employed by the ARCHITECT or the DISTRICT upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent Architects who are directly employed by the DISTRICT. The ARCHITECT, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT (other than professional negligence covered by section c below), its officers, agents or employees that arise out of, pertain to, or relate to, the negligence, recklessness, or willful misconduct of the ARCHITECT, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof; and

c. Professional Liability. If arising out of, pertaining to, or relating to, the negligence, recklessness, or willful misconduct of the ARCHITECT, the ARCHITECT shall indemnify and hold the DISTRICT harmless from any loss, injury to, death of persons or damage to property caused by any act, neglect, default or omission of the ARCHITECT, or any person, firm or corporation employed by the ARCHITECT, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation, including the DISTRICT, arising out of or in any way connected with the PROJECT, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death or damages caused by sole or active negligence, or willful misconduct of the DISTRICT. With regard to the ARCHITECT's obligation to indemnify for acts of professional negligence, such obligation does not include the obligation to provide defense counsel or to pay for the defense of actions or proceedings brought against the DISTRICT, but rather to reimburse the DISTRICT for attorney's fees and costs incurred by the DISTRICT in defending such actions or proceedings brought against the DISTRICT that arise out of, pertain to, or relate to, the negligence, recklessness, or willful misconduct of the ARCHITECT.

d. The PARTIES understand and agree that Article XIII, Section 2 of this AGREEMENT shall be the sole indemnity, as defined by California Civil Code § 2772, between the DISTRICT and the ARCHITECT. Any other indemnity that is attached to this AGREEMENT as part of any PROJECT ASSIGNMENT AGREEMENT shall be void and unenforceable between the PARTIES.

e. ANY ATTEMPT TO LIMIT THE ARCHITECT'S LIABILITY TO THE DISTRICT IN ANY SUBSEQUENTLY EXECUTED PROJECT ASSIGNMENT AGREEMENT(S) SHALL BE VOID AND UNENFORCEABLE BETWEEN THE DISTRICT AND THE ARCHITECT.

3. ARCHITECT shall purchase and maintain policies of insurance with an insurer or insurers qualified to do business in the state of California and acceptable to DISTRICT which will protect ARCHITECT and DISTRICT from claims which may arise out of, or result from, ARCHITECT's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

a. Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, such amount shall not be less than ONE MILLION DOLLARS (\$1,000,000).

b. Commercial general and auto liability insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit, bodily injury and property damage liability per occurrence, including:

1. Owned, non-owned and hired vehicles;
2. Blanket contractual;
3. Broad form property damage;
4. Products/completed operations; and
5. Personal injury.

c. Professional liability insurance, including contractual liability, with limits of \$1,000,000, per claim. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least five (5) years thereafter to the extent commercially available at rates consistent with the time of execution of this AGREEMENT, adjusted for inflation. In the event that ARCHITECT subcontracts any portion of ARCHITECT's duties, ARCHITECT shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subparagraph. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.

d. Valuable Documents/Papers Insurance. The ARCHITECT shall carry adequate insurance on all drawings and specifications as may be required to protect the DISTRICT in the amount of its full equity in those drawings and specifications, and shall file with the DISTRICT a certificate of that insurance. The cost of that insurance shall be paid by the ARCHITECT, and the DISTRICT shall be named as an additional insured.

e. Each policy of insurance required in b. above shall name DISTRICT and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of ARCHITECT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. ARCHITECT shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, ARCHITECT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event ARCHITECT fails to secure or maintain any policy of insurance required hereby, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of, and for the account of, ARCHITECT, and in such event ARCHITECT shall reimburse DISTRICT upon demand for the cost thereof.

f. In the event that ARCHITECT subcontracts any portion of ARCHITECT's duties, ARCHITECT shall require any such subcontractor to purchase and maintain insurance coverage for the types of insurance referenced in Article XIII, Section 3(a),(b),(c), and (d), in amounts which are appropriate with respect to that subcontractor's part of work which shall in no event be less than \$500,000 per occurrence.

4. ARCHITECT, in the performance of this AGREEMENT, shall be and act as an independent contractor. ARCHITECT understands and agrees that ARCHITECT and all of ARCHITECT's employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers Compensation. ARCHITECT assumes full responsibility for the acts and/or omissions of ARCHITECT's employees or agents as they relate to the services to be provided under this AGREEMENT. ARCHITECT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective ARCHITECT's employees.

5. Nothing contained in this AGREEMENT shall create a contractual relationship with, or a cause of action in favor of, any third party against either the DISTRICT or ARCHITECT.

6. The DISTRICT and ARCHITECT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT. ARCHITECT shall not assign this AGREEMENT.

7. This AGREEMENT shall be governed by the laws of the State of California.

8. Each of the PARTIES have had the opportunity to, and have to the extent each deemed appropriate, obtained legal counsel concerning the content and meaning of this AGREEMENT. Each of the PARTIES agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate this AGREEMENT. This AGREEMENT represents the entire AGREEMENT between the DISTRICT and ARCHITECT and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may only be amended or modified by a written PROJECT ASSIGNMENT AGREEMENT or other written document that is signed by both the DISTRICT and the ARCHITECT. Any PROJECT ASSIGNMENT AGREEMENT referencing this AGREEMENT shall be incorporated herein by this reference and made a part hereof.

9. This AGREEMENT shall be liberally construed to effectuate the intention of the PARTIES with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to any word, phrase or provision of this AGREEMENT, neither this AGREEMENT nor any uncertainty or ambiguity herein will be construed or resolved against either party (including the PARTY primarily responsible for drafting and preparation of this AGREEMENT), under any rule of construction or otherwise, it being expressly understood and agreed that the PARTIES have participated equally or have had equal opportunity to participate in the drafting hereof.

10. This AGREEMENT may be executed in any number of counterparts, each of which shall be deemed an original, and the counterparts shall constitute one and the same instrument, which shall be sufficient evidence by any one thereof.

11. If either PARTY becomes involved in litigation arising out of this AGREEMENT or the performance thereof, each PARTY shall bear its own litigation costs and expenses, including reasonable attorney's fees.

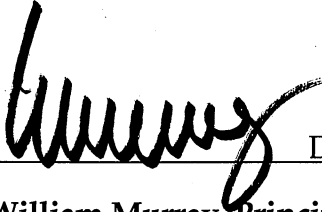
12. The Recitals set forth hereinabove are expressly incorporated herein and are agreed upon as correctly setting forth the nature of this AGREEMENT between the PARTIES.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

The parties, through their authorized representatives, have executed this AGREEMENT as of the day and year first written above.

ARCHITECT:

**Pfeiffer Partners Architects, Inc.
dba Pfeiffer Partners Architects**

By:  Date: 3/6/14
William Murray, Principal

DISTRICT:

Cerritos Community College District

By: 
3/12/14

EXHIBIT "A"

The following Architectural and Engineering Checklist of services defines the requirements that shall be required, for every PROJECT that is completed pursuant to the Master Architectural Services Agreement between the DISTRICT and the ARCHITECT, as they apply to the various design phases. It is intended to be a guide in order to obtain uniformity and coherence in information provided by the ARCHITECT and Engineers, and in the presentation of Design Documents and is the basis for determining completeness for each design phase submission.

The Checklist includes:

- Schematic Design Phase Submission
- Design Development Phase Submission
- Construction Document Phase Submission
- Construction Document Phase Final Submission

SCHEMATIC DESIGN PHASE SUBMISSION

Civil/Landscaping

All Site documentation will:

- Be coordinated with similar activities in other disciplines.

Proposed and Existing Site Plans

All existing boundary, topography and utility information to be provided by District per Article IV, Section 2.

- Major landscaping.
 - Major trees and vegetation.
 - Outcroppings.
 - Fences and Barriers.
- Site features and conditions.
 - Existing contours.
 - Flood zones or hazards.
 - Property lines.
 - Layout leases or easements.
 - Zoning setbacks.
 - Unusual seismic conditions as provided by District Geotechnical Engineer
 - Identifiable site constraints.
 - Utility lines.
 - Manholes, drains, utility access.
 - Analyze historic or archaeological impact with District consultant as requested by the District.
- Paved Surfaces
 - Major streets.

- Vehicular routes.
- Curbs.
- Walks.
- Pedestrian access routes.
- Bicycle paths and parking.
- Parking with handicapped locations.
- Service areas.
- Other paved areas.
- Other elements.
 - Nuisance land uses.
 - Convenience nodes (mass transit, drop-off area) coordinated with Transportation Consultant as deemed appropriate by District and A/E team.
 - Facilities that may have interruption of any utility.
- Proposed contours.
- Limits of work.
- Indication of future surrounding improvements.

Demolition Plan

Basis for Design Report

- Utilities statement: companies, agencies, individual contacts.
 - Electrical power
 - Mechanical
 - Site utilities
 - Fire protection
- Analysis/description of conceptual design solutions
 - Design objectives.
 - Environmental determinants
 - Site utilities
 - Land forms
 - Irrigation system
 - Lawns and plantings based on programming
 - Grading
 - Physical site characteristics
 - Impact of building on site
 - Impact of site on building
- Concept plan for drainage and grading
- Demolition requirements

Architectural

All Architectural documentation will:

- Be coordinated with similar activities in other disciplines.

Floor plan of each level.

- Area names.

- Capacity information (no. of beds, seating, etc.)
- Departmental assignments.
- Floor elevations.
- Lightwells.
- Mechanical areas.
- Multilevel spaces.
- Partition locations.
- Planning grid.
- Preliminary Group I equipment and description. Coordination of Group II FF&E with District's consultant.
- Public areas.
- Room names.
- Service Areas.
- Skylights.
- Vertical transportation.
- Preliminary furniture and equipment layout for coordination with District's consultant
- Indicate major materials and systems.
- Outline of finishes.

Code Analysis Report & Diagrammatic Plans

- List features required by CODE.
- CODE analysis.
- Fire areas.
- Fire walls.
- Smoke zones.
- Travel distances.
- Areas of refuge.
- Define building type.
- Define use category.

Area Calculations Spreadsheet

Building exterior elevations.

- Indicate surface materials for all areas.
- Finish grades
- Major floor elevations above and below grade
- Significant site features
- Exposed mechanical and electrical equipment.
- Sketch elevations or perspectives of buildings.
- Description of various design features.

Building Section

- Relative thickness of floors.
- Relative thickness of walls.

- Major floor elevations.
- Finish grades.
- Major room names.
- Significant mechanical and electrical equipment.
- Relationship to site contours.

Basis for Design Report

Outline specification

Structural

All structural documentation will:

- Be coordinated with similar activities in other disciplines

Structural schematic floor plans

- Indicate foundation design.
- Indicate major bracing locations.
- Locate typical bay.
- Indicate structural framing systems.

Basis for Design Report

- Provide description of proposed vertical and lateral load resisting systems.
- Indicate loading based on code assessment.
 - Vertical Loading
 - Seismic and Wind Loading
- Discuss need for vibration requirements and analysis

Mechanical

All Mechanical documentation will:

- Be coordinated with similar activities in other disciplines.

Locate existing mechanical HVAC equipment, if applicable.

Lay out major components.

Verify locations of mechanical rooms with architectural plans.

Verify locations of vertical shafts with architectural plans.

Identify connections to major utilities.

- Steam

- Chilled water

Indicate existing intakes and exhausts relationships to

- Loading docks
- Kitchen
- Emergency generator
- Other

Basis for Design Report

- Present conditions
- Design conditions
 - Outside air temperature
 - Inside air temperature
 - Air changes
 - Relative humidity
 - Utility pressure
 - Methodology for utility demands
- Special requirements
 - Fume hood
 - Biosafety cabinet
 - Other local exhaust requirements
 - Constant temperature rooms
 - Clean rooms
- Overall HVAC system concepts
- Energy recovery systems
- Life cycle cost analysis, if required.
- Analysis of conceptual design solutions.
 - Energy source
 - Energy conservation
 - Heating and ventilating
 - Air conditioning
- Discussion of alternative materials, systems, and equipment as requested by the District and as deemed appropriate by the A/E team.

Plumbing

Locate existing Plumbing equipment, if required.

Lay out major components.

Verify locations of vertical shafts with architectural plans.

Identify connections to major utilities

- Natural gas

- Water
- Special water (De-ionized)
- Sewer
- Specialty gases (systems or tanks)
- Vacuum
- Compressed air

Basis for Design Report

- Present conditions
- Requirements for plumbing services
 - Waste recovery
- Overall plumbing system concepts.
- Fire protection
- Discussion of alternative materials, systems, and equipment as requested by the District and as deemed appropriate by the A/E team.

Locate existing fire protection equipment or systems, if applicable.

Lay out major components

Basis for Design Report

- Present conditions
- Requirements for fire protection
- Overall system concepts
- Discussion of alternative materials, systems, and equipment as requested by the College and as deemed appropriate by the A/E team.
- Calculation of the existing water supply
- Calculation of the required water supply
- Hydrostatic flow test as provided by District
- Schematic plans with overall fire protection concepts
- Special fire suppression systems
 - Descriptions
 - Locations
 - Justification for use

Electrical

All Electrical documentation will:

- Be coordinated with other disciplines.

Locate existing connections to

- Power
 - Primary voltage
 - Primary voltage transformation
 - Secondary distribution
 - Illumination
 - Emergency and UPS systems
 - Special grounding
- Communications
 - Shielding
 - Internal communication systems
 - Telephone system
 - Data and LAN systems
 - Television system
- Safety
 - Fire detection systems
 - Security systems
 - Equipment and alarm systems
- Other
 - Regulated clock systems
 - Special electric systems

Layout of major components of existing system, if applicable.

- Power
- Communications
- Safety
- Other

Single Line indication of major feeder routes

Indicate general space requirements

Verify locations of electrical rooms with architectural plans

Verify locations of vertical shafts with architectural plans

Basis for Design Report

Calculations of existing size and available capacity

- Power
 - Primary voltage
 - Primary voltage transformation
 - Secondary distribution
 - Illumination
 - Analysis/description of conceptual site lighting design solution
 - Emergency and UPS systems

- Special grounding
- Communications
 - Shielding
 - Internal communication systems
 - Telephone system
 - Data and LAN systems
 - Television system
- Safety
 - Fire detection systems
 - Security systems
 - Equipment and alarm systems
- Other
 - Regulated clock systems
 - Special electric systems

Existing conditions and systems

Electrical plant analysis

Description of primary service available

Overall electrical system concept

Systems outline proposed

Life safety equipment load

Description of emergency power system

DESIGN DEVELOPMENT PHASE SUBMISSION

Civil/Landscaping

All site documentation will:

- Be coordinated with similar activities in other disciplines
- Address all remarks from Schematic Design phase

Vicinity Plan

Existing Site Plan, if required.

All existing boundary, topography and utility information to be provided by District per Article IV, Section 2.

- Major landscaping
- Site features and conditions
- Paved surfaces
- Structures
- Other elements

Proposed Site Plan

- Existing site information as provided by District per Article IV, Section 2.
- Building footprint
 - Spot elevations
- Key design elements
- Major landscaping
- Utility lines
- Concept plan for drainage and grading.
- Vehicular access routes
- Pedestrian access routes
- Parking
 - Accessible parking
 - Motorcycle
 - Bicycle
 - Striping
 - Overall dimensions
- Walks
 - Overall dimensions
- Curbs
 - Curb cuts
 - Dimensions
- Service areas
- Proposed contours
- Construction related information
 - Location for excavated material
 - Site access routes
- Indications of phasing
- Limits of work
- Indication of future surrounding improvements
- Indication of artwork
- Location of signage
- Coordinate security measures with District's consultant
 - Closed circuit TV

- Gates and booths

Preliminary landscape details

Demolition plan

- Erosion control measures
- Preliminary demolition and removal

Basis for Design Report

- Establishment final scope
 - Relationships
 - Form
 - Size
 - Appearance
- Utilities statement: companies, agencies, individual contacts
- Stormwater management report
- Erosion/sediment control report
- Concept plan for drainage and grading
- Demolition requirements
- Alternative materials, systems, and equipment

Development of draft specification and material list

Architectural

All Architectural documentation will:

- Be a minimum of 35% complete
- Be coordinated with similar activities in other disciplines
- Address all remarks from Schematic Design 15% phase

Floor plans of each level

- Identification of existing and new construction
- Double line plans with precise wall thicknesses
- All programmed rooms
- Equipment rooms
- Signal rooms
- Electrical rooms
- Telephone closets
- Mechanical rooms
- Shafts
- Circulation corridors
- Stairs

- Ladders
- Elevators
 - Number
 - Type
 - Size
- Automatic conveyances
- Room names
- Department or area names
- Planning grid
- Structural grid
- Floor elevations
- Group I Equipment
- Coordination of Group II FF&E with District's consultant.
- Multilevel spaces
- Skylights
- Lightwells
- Significant Mechanical equipment
- Significant electrical equipment
- Capacity information (no. of beds, seating, etc.)
- Overall dimensions
- Plan and layout of typical or repetitive spaces
- Special interior design features
- Fire protection
 - Fire walls
 - Smoke walls
 - Smoke zones

Roof Plan

- Major roof elements
 - Skylights
 - Hatches
 - Major mechanical equipment
 - Major electrical equipment
 - Elevator machine rooms
- Reflected ceiling plan
 - Areas of special interest
 - Major components

Code Analysis Plans

Materials and Finish Plans

- Establish the final scope relative to interior construction

- Materials
- Finishes
- Colors

Furniture and Equipment Plans

- Group I Equipment selections.
- Coordination of Group II FF&E with District's consultant.

Building exterior elevations

- Indicate all surface materials for all areas
- Significant site features
- Visual impacts of Mechanical equipment and screening

Building interior elevations

- Typical spaces
- Major spaces
- Areas of special interest
- Areas of special complexity

Building sections

- Set floor to floor dimensions
- Establish floor elevations
- Set interstitial space dimensions

Construction details

- Typical wall sections
 - At window
 - At solid wall
 - At parapets and roofs
 - At finished grades and footings

Construction sections

- Typical stairways
- Typical elevator shaft and machine room
- Utility coordination cross sections

Basis for Design Report

Updated Area Calculations Spreadsheet

Draft specification

- Materials Lists

Alternative materials, systems, and equipment

Structural

All reports and other documentation will

- Be a minimum of 35% complete
- Be coordinated with similar activities in each discipline
- Address all remarks from the Schematic Design 15% phase

Structural Plans

- Foundation Plan: Grids, overall dimensions, footing locations and estimated sizes, typical foundation notes, beginning columns and footing schedules.
- Floor Framing Plan: Grids, dimension to elements off grid, main and secondary framing locations, main framing sizes, edge of slab/diaphragm conditions including main shaft openings for vertical transportation and MEP requirements.
- Roof Framing Plans: Similar to Floor Framing.
- Elevations: Critical Elements such as Frames (Braced or Moment), Shear and Retaining walls as occur. Elevations at this level will start to define configuration, location, member size and alignment with other elements such as top of footing and floor to floor heights.
- Sections and Details: Basic pictorial representation of critical sections for coordination with Architect and MEP consultants to define clearances and structural envelope. Define exterior curtain wall stud sizes and connection types. Foundation sections where necessary to define issues for coordination of sub-structure utilities.

Basis for Design Report

- Basis of design document will be updated to incorporate any changes that occur between SD phase and the end of DD issue date and will provide more complete information including sizes of members and other important decisions made by the design team.
- Update report as required for any revisions to geotechnical engineering report.

Draft specifications or materials list

Mechanical

All Mechanical documentation will:

- Be a minimum of 35% completed
- Be coordinated with similar activities in other disciplines
- Address all remarks from Schematic design 15% phase

Mechanical Site drawings

- Chilled water piping and connections

Mechanical plan drawings

- Block layouts of mechanical spaces
- Indicate existing equipment
- Layout of major components in equipment rooms
- Approximate equipment sizes and capacities
- Required space for equipment
- Required chases and clearances
- Acoustical and vibration control
- Single line presentation of ductwork systems
- Single line HVAC piping mains
- BAS controls
- Energy conservation
- Shafts

Development of draft specifications

- List manufacturers of equipment

Basis for Design Report

- Plant analysis
- Design intent and scope of systems
- Systems outline for proposed project
 - Heating source
 - Refrigeration source
 - HVAC systems
 - Energy conservation
- Block load calculations for space cooling and heating
- Energy analysis for HVAC system.
- Energy recovery analysis
- Energy conservation analysis
- Connected load requirements

Plumbing Plan drawings

- Domestic water piping infrastructure and connection to existing infrastructure
- Storm drain piping infrastructure and connection to existing infrastructure
- Sewer piping infrastructure and connection to existing infrastructure
- Gas piping infrastructure and connection to existing infrastructure

Plumbing Plan drawings

- Location of existing plumbing equipment, if applicable
- Layout of major components
- Plumbing fixtures
- Distribution layouts

- Utilities
- Piped gas systems
- Hot water
- Water softening
- Plumbing piping mains
- Drainage piping mains
- Shafts
- Plumbing specialties
- Pipe materials

Basis for Design Report

Coordination with structural for support of piping

Development of draft specifications

- List manufacturers of equipment
- Specify manufacturers of equipment

Fire Protection Plan drawings

- Existing fire protection systems, if applicable
- New fire protection mains
- Equipment layouts
- Required space for equipment
- Block layouts for fire protection system

Basis for Design Report

Development of draft specifications

- List manufacturers of equipment
- Approximate sizes and capacities of major components

Electrical

All electrical documentations will:

- Be a minimum of 35% complete
- Be coordinated with similar activities in other disciplines
- Address all remarks from Schematic Design 15% phase

Scaled Electrical plans

- Scaled one-line diagrams of proposed electrical system
 - High-voltage circuitry or transformation required
 - Emergency power
 - Fire alarm

- Layout of major components in all electrical equipment rooms
- Preliminary sizes of major components
- Emergency / UPS
- High-Voltage systems
- Primary transformers
- Emergency generator
- Identify special features
 - Telephone connections
 - Data connections
 - LAN locations and MIS provisions
 - Under floor raceways
 - Occupancy Sensors
 - Occupancy sensors
 - Power outlets
 - Exit lights
 - Fire alarm
 - Signal system devices

Tentative layouts of components where space is critical

Ceiling plans

- Location of lighting fixtures
- Type of lighting fixtures

Electrical site plan details

- Service entrance locations
- Initial distribution diagram for power
- Telephone
- Signal Systems

Details for site electrical work

Basis for Design Report

- Electrical plant analysis
- Criteria for lighting
- Criteria for electrical system
- Criteria for communication systems
- Building automation concept
- Systems outline with manufacturers and types of systems
- Exterior lighting analysis

Establishment of the final scope

Overall building connected load requirements

Engineering team shall cooperate with District for review and approval from each utility company or agency on design development drawings

Development of draft specifications or materials lists

Summary

All reports and documentation will:

- Be coordinated with similar activities in each discipline
- Address all remarks from Schematic Design 15% phase

Code Analysis

- Outline of design conformance with regulatory agencies
- Outline of applicable codes
- Building classification
- Zoning category
- Construction type

Design Reports

- Basis for Design with revisions from schematic phase

Building envelope analysis for purposes of Title 24 and CalGreen requirements.

Specifications

- General and supplemental conditions of contract
- Draft of specifications with criteria and quality standards
 - Significant architectural materials
 - Architectural systems
 - Equipment

Design Calculations

- Structural
 - Preliminary structural calculations including project scope, project design criteria, designs for a majority of the main beams and columns and foundation elements to the level of size and thickness, based on general allowable soil pressures.
- HVAC
 - Indoor design conditions U-value calculations
 - Outdoor design conditions U-value calculations
 - Ductwork sizing in plenums and shafts
 - Cooling loads
 - Heating loads
- Plumbing
 - Plumbing calculations
 - Pump sizing

- Tank sizing
- Fire Protection
 - Sprinkler calculations
 - Fire alarm requirements
- Electrical

CONSTRUCTION DOCUMENT PHASE SUBMISSION

Civil Landscaping

All Site documentation will:

- Be coordinated with similar activities in other disciplines
- Address all remarks from Construction Document phase

Vicinity Plan

Existing Site Plan, if applicable.

All existing boundary, topography and utility information to be provided by District per Article IV, Section 2.

Proposed Site Plan

- Existing site information as provided by District per Article IV, Section 2.
- Dimension major site features
- Building footprint
- Key design elements
- Major landscaping
- Utility lines
- Plan for drainage and grading
- Vehicular access routes
- Pedestrian access routes
- Parking
- Walks
- Curbs
- Service areas
- Proposed contours
- Indications of phasing
- Limits of work
- Indication of future surrounding improvements
- Indicate artwork
- Locate signage
- Coordinate security measures with District's consultant

Sanitary

- Invert elevations for sewage system

- Legends
- Notes
- Details
- Site plan
- Sized equipment
- Profiles
 - Original Grade
 - Finished grade
 - Manholes
 - Inlets
 - Pipe size
 - Road and walk crossings
 - Elevations of other pertinent utilities

Planting plan

- Location of all trees, shrubs, and lawns
- Complete planting list
- Planting details
- Identify interior planting

Landscape details

Demolition plan

Utility plot plan

- Existing utilities and their connections
- Proposed trunk sewers
- Water distribution loop
- Gas distribution mains
- Location arrangement of water treatment equipment

Alternate schemes

Specifications and material list

- Supporting documentation

Site Construction Document Design Report

- Update Basis of Design

Architectural

All Architectural documentation will:

- Be a minimum of 95% completed
- Be coordinated with similar activities in other disciplines
- Address all remarks from Construction Document 35% phase

Entire project site on one sheet for reference

Floor plans on each level

- Indication of artwork
- Code required signage locations

Roof plan

Reflected ceiling plans

Material and Finish Plans

- Material type
- Graphics
- Patterns

Enlarged plans

Code Analysis Plans

Updated Area Calculations Spreadsheet

Interior elevations

- Code required signage locations

Exterior elevations

Signage location

Building sections

Construction details

- Any unique condition not previously covered

Furniture and Equipment Plans

Coordination of Group II FF&E Installation plans included as applicable

- Furniture
- Equipment

Color and finish boards with physical samples

List of new and reused items to be coordinated with District's consultant

- Number
- Cross referenced to details
- Cross referenced to specifications

Architectural Design Report

- Update Basis of Design

Structural

All Structural documentation will:

- Be a minimum of 95% completed
- Be coordinated with similar activities in other disciplines
- Address all remarks from Construction Document 35% phase

Structural floor plans for each level and roof

- Column reference lines
- Final dimensions
- All bracing
- Sizing of all components
- Special provisions for installation or removal of equipment

Structural foundation plans

- Coordinate location of clean out manholes
- Coordinate location of trenches
- Coordinate location of area wells
- Coordinate location and dimension all elevator pits
- Locate elevation of bottom of footing
- Indicate concrete member
 - Dimensions
 - Size
 - Spacing
 - Reinforcing
- Coordinate finished and unfinished spaces
- Coordinate pipe sleeves through footings
- Coordinate pipe sleeves through below grade walls
- Caissons
 - Bottom elevation
 - Bell size
- Elevations
- Top of slab elevations

- Top of steel elevations

Details

Sections and details

Critical coordination clearances

Details

- Clarification of lengths or arrangement of reinforcement
- Any condition not previously addressed

Schedules

- Schedule for reinforcing bar
- Column schedule

Structural notes

Correlation with architectural and mechanical features

Specifications

All Mechanical documentation will:

- Be a minimum of 95% completed
- Be coordinated similar activities in other disciplines
- Address all remarks form construction Documentation 35% phase

Complete Construction Documents for HVAC, Plumbing, and Fire Protection

- Symbols legend sheet
- Plans
- Elevations
- Sections
- Notes
- Details
- Riser diagrams
- Schedules
- Control diagrams
- Specifications
- Completed calculations

Mechanical Design Report

- Update Basis of Design

Electrical

All Electrical documentation will:

- Be a minimum of 95% completed
- Be coordinated with similar activities in other disciplines
- Address all remarks from Construction Documentation 35% phase

Floor plans

Lighting plans

Plot plan

Electrical distribution plan

Riser diagrams

One line diagrams with size and fault currents

- For all switchgear
- For all switchboards
- For all panel boards
- Feeder sizes
- Transformer sizes

Specifications

Electrical Design Report

- Update Basis of Design

All Reports and other documentation will:

- Be a minimum of 95% completed
- Be coordinated with similar activities in each discipline
- Address all remarks from the Construction Document 75% phase

Specifications

Schedules

All design calculations

CONSTRUCTION DOCUMENT PHASE FINAL SUBMISSION

Final Submission

All Reports and other documentation will:

- Be coordinated with similar activities in each discipline

Final Basis of Design Report for all disciplines

Final specifications

Drawings (sealed and signed by a licensed Architect, Landscape Architect and Professional Engineers responsible for the design)

Final schedules

Final design calculations

Final deliverable

- Reproducible set of working drawings in PDF format
- Reproducible set of specifications in PDF format
- Electronic copy of drawings

EXHIBIT "B"

**ARCHITECT FEE FOR BASIC SERVICES
(for New Construction)**

1. In no event shall the ARCHITECT's compensation for Basic Services exceed **EIGHT AND ONE HALF percent (8.5%)** of a PROJECT's APPROVED BUDGET or, in the alternative, the PROJECT's Construction Cost as defined in Article X, Section 1(a) above, as applicable. The Basic Services compensation for each PROJECT shall be agreed upon and detailed in Section 5(A) of the applicable PROJECT ASSIGNMENT AGREEMENT that is executed between the DISTRICT and the ARCHITECT pursuant to the terms of this AGREEMENT and all such compensation shall be subject to the limitations set forth herein this EXHIBIT "B".

**ARCHITECT FEE FOR BASIC SERVICES
(for Reconstruction/Modernization)**

1. In no event shall the ARCHITECT's compensation for Basic Services exceed **ELEVEN percent (11%)** of a PROJECT's APPROVED BUDGET or, in the alternative, the PROJECT's Construction Cost as defined in Article X, Section 1(a) above, as applicable. The Basic Services compensation for each PROJECT shall be agreed upon and detailed in Section 5(A) of the applicable PROJECT ASSIGNMENT AGREEMENT that is executed between the DISTRICT and the ARCHITECT pursuant to the terms of this AGREEMENT and all such compensation shall be subject to the limitations set forth herein this EXHIBIT "B".

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **January 18, 2017**

Agenda Item No. 35

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Felipe Lopez
Vice President of Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Approval of Contracts Under \$25,000 for the Month of November 2016

ACTION

It is recommended that the Board of Trustees approve the Contracts Under \$25,000 that were processed during the month of November 2016.

FISCAL IMPACT

Funding sources vary and are dependent upon the goods/services purchased.

REPORT SUMMARY

This report of Contracts Under \$25,000 that were processed during the month of November 2016 is provided for review and approval. The report provides the contract number, vendor name, description of services, start date, end date, amount, and requesting department

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

November 2016 – Contracts Under \$25,000

Consideration of Approval of New/Amended Contracts Under \$25,000
for the Month of November 2016

NEW CONTRACTS						
NUMBER	CONTRACTOR	SERVICE	START DATE	END DATE	COST	REQUESTOR
16C0091	ABC Unified School District	Memorandum of Understanding between ABC Unified School District and Cerritos College to provide dual enrollment in the EDT 110 course which will provide a teacher pathway to an AA degree.	01/09/2017	06/30/2017	No Cost	Teacher Trac
16C0092	Five Acres	Memorandum of Understanding between Five Acres and Cerritos College to provide Deaf and Hard of Hearing (DHH) students with direct mental health services that meet their linguistic and cultural needs.	11/01/2016	10/31/2019	No Cost	Student Health Center
16C0093	Hoag Memorial Hospital	Contractor to provide clinical/practicum experiences to students enrolled in the PTA program	11/01/2016	10/31/2021	No Cost	Health Occupations
16C0094	Kaiser Foundation Hospitals	Contractor to provide clinical/practicum experiences to students enrolled in the Pharmacy Technician program	11/01/2016	10/31/2021	No Cost	Health Occupations
16C0095	Pathways Community Services	Memorandum of Understanding between Pathways Community Services and Cerritos College to provide mental health services to CalWorks participants/students.	01/03/2017	01/02/2020	No Cost	CalWorks
16C0096	The Lewis Center for Educational Research	Contractor to provide maintenance and technical support for the K-16 Bridge Program and MY MENTOR website.	12/08/2016	06/01/2018	\$ 17,500.00	Adult Education
16C0097	South Whittier School District	Contractor to provide clinical/practicum experiences for the students in the Speech Language Pathology assistant program	09/12/2016	09/11/2021	No Cost	Health Occupations
16C0098*						
16C0099	Elisha Valentine	Contractor to provide not-for-credit, fee-based workshops in the area of Energy Work & Complementary Therapy classes on an as needed basis.	01/01/2017	12/31/2022	\$ 750.00	Community Education
16C0100	New World Education	Contractor to provide academic and personal development services on the Holistic Unlimited Student Empowerment (HOUSE) method for the Project HOPE Academic Success and Leadership Program.	11/01/2016	05/31/2017	\$ 2,000.00	Project HOPE
16C0101	SELACO WIB	Subgrantee Agreement for Pathway Development Activities for the AMETLL Grant	01/01/2017	06/30/2017	\$ 24,407.00	Technology
16C0102	Kelee Eiselein	Contractor to provide not-for-credit, fee-based workshops in the area of Energy Work & Complementary Therapy classes on an as needed basis.	01/01/2017	12/31/2022	\$ 4,000.00	Community Education
16C0103	DigiCal	Contractor to provide advanced development and maintenance of the PAACE Consortium website.	12/01/2016	12/17/2017	\$ 6,500.00	Adult Education
16C0104	Alondra Pharmacy	Contractor to provide clinical/practicum experiences for the students enrolled in the Pharmacy Tech program	11/08/2016	11/07/2021	No Cost	Health Occupations
16C0105	Anaheim Plaza Pharmacy	Contractor to provide clinical/practicum experiences for the students enrolled in the Pharmacy Tech program	11/16/2016	11/15/2021	No Cost	Health Occupations
16C0106	Cal State University, Los Angeles	Memorandum of Understanding for AND-BSN bridge program; students enrolled in the nursing program may be selected to participate in the program.	01/01/2017	12/31/2019	No Cost	Health Occupations
					<u>\$ 55,157.00</u>	

* Contract was submitted as a separate board item due to dollar amount and has already been approved

** No contract was issued under this contract number

*** Pending

****For tracking purposes only

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **January 18, 2017**

Agenda Item No. 36

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Felipe Lopez
Vice President of Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Approval of Purchase Orders for the Month of November 2016

ACTION

It is recommended that the Board of Trustees approve the purchase orders processed during the month of November 2016.

FISCAL IMPACT

Funding sources vary and are dependent upon the goods/services purchased.

REPORT SUMMARY

This report of purchase orders processed during the month of November 2016 is provided for review and approval. The report provides the purchase order date, purchase order number, vendor name, description, requesting department, account string (funding source) and amount of the purchase order.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

November 2016 – Purchase Order Report

Report ID: LAPO009C

District: 64360

Purchase Orders/Buyouts To The Board for Ratification From : 07/01/2016 To 06/30/2017

Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified

Board List Purchase Order Report

CERRITOS COLLEGE

Page No. 1

Run Date: 12/03/2016

Run Time: 03:47:59AM

FY: 16-17

WEEKLY

Change															Distrib	
PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Amount	PO Amt
11/01/16	0000063130	C		11/02/2016	ULINE	OFFICE SUPPLIES	Disabled Students	01.3	00000.0	00000	79000	4550	6420000	16-17	201.77	
						11/01/2016	0000063130	ULINE								201.77
11/01/16	0000063131	X	1	11/07/2016	DAIGGER & COMPANY, INC.	LABORATORY SUPP/EQUIP	Physical Sciences	01.0	00000.0	00000	02570	4320	1951000	16-17	118.86	
						11/01/2016	0000063131	DAIGGER & COMPANY, INC.								118.86
11/01/16	0000063132	C		11/21/2016	AMAZON	LABORATORY SUPP/EQUIP	SEM-Chemistry	01.0	00000.0	00000	02570	4320	1956000	16-17	60.97	
						11/01/2016	0000063132	AMAZON								60.97
11/01/16	0000063133	C		11/02/2016	GST INC	COMPUTER SUPP/EQUIP	Physical Sciences	01.0	00000.0	00000	02570	4320	1951000	16-17	311.74	
						11/01/2016	0000063133	GST INC								311.74
11/01/16	0000063134	C		11/02/2016	LYNN PEAVEY COMPANY	NON-INSTRUCTIONAL SUPPLIES	Parking	39.5	00000.0	00000	79800	4550	6950000	16-17	33.84	
						11/01/2016	0000063134	LYNN PEAVEY COMPANY								33.84
11/01/16	0000063135	C		11/01/2016	FRANTONE'S PIZZA	CATERING SERVICES	Academic Administration	01.3	00000.0	00000	72800	4550	6010000	16-17	65.35	
						11/01/2016	0000063135	FRANTONE'S PIZZA								65.35
11/01/16	0000063136	A		11/22/2016	BANK OF AMERICA	MISCELLANEOUS	Management Information	01.0	00000.0	00000	02210	6460	6780000	16-17	974.11	
						11/01/2016	0000063136	BANK OF AMERICA								974.11
11/01/16	0000063137	C		11/01/2016	AT&T DATACOM INC	UTILITIES	Parking	39.5	00000.0	00000	79800	5640	6950000	16-17	16.65	
						11/01/2016	0000063137	AT&T DATACOM INC								16.65
11/01/16	0000063138	C		11/01/2016	CAL/OSHA	MISCELLANEOUS	Fiscal Operations	01.0	00000.0	00100	04100	5420	6720000	16-17	560.00	
						11/01/2016	0000063138	CAL/OSHA								560.00

Stat: P=Pending, A=Active, C=Completed, X=Canceled

* Prior Year Payments

Report ID: LAPO009C

District: 64360

Purchase Orders/Buyouts To The Board for Ratification From : 07/01/2016 To 06/30/2017

Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified

Board List Purchase Order Report

CERRITOS COLLEGE

Page No. 2

Run Date: 12/03/2016

Run Time: 03:47:59AM

FY: 16-17

WEEKLY

Change															Distrib	
PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Amount	PO Amt
11/01/16	0000063139	C		11/01/2016	DANNIS WOLIVER KELLEY	MISCELLANEOUS	Fiscal Operations	01.0	00000.0	00000	04100	5730	6720000	16-17	962.00	
						11/01/2016	0000063139									962.00
11/01/16	0000063140	C		11/01/2016	FAST DEER BUS CHARTER, INC.	CONTRACTED SERVICES	Education, General	01.0	00000.0	00000	04400	5810	0801000	16-17	10,817.03	
							Fine & Applied Arts	01.0	00000.0	00000	04400	5810	1051000	16-17	3,823.89	
						11/01/2016	0000063140									14,640.92
11/01/16	0000063141	A		11/01/2016	CM SCHOOL SUPPLY	INSTRUCTIONAL SUPPLIES	Child Development	01.3	00000.0	00000	70770	4320	6920000	16-17	857.83	
						11/01/2016	0000063141									857.83
11/01/16	0000063142	A		11/01/2016	CHALK SPINNER LLC	INSTRUCTIONAL SUPPLIES	Child Development	01.3	00000.0	00000	70780	4320	6920000	16-17	475.82	
						11/01/2016	0000063142									475.82
11/01/16	0000063143	C		11/01/2016	COMMUNITY COLLEGE LEAGUE of	MISCELLANEOUS	Library	01.3	00000.0	00000	71130	6320	6120000	16-17	1,667.93	
						11/01/2016	0000063143									1,667.93
11/01/16	0000063144	A		11/21/2016	AMAZON	INSTRUCTIONAL SUPPLIES	Child Development	01.3	00000.0	00000	70780	4320	6920000	16-17	483.85	
						11/01/2016	0000063144									483.85
11/01/16	0000063145	A		11/01/2016	COMMUNITY PLAYTHINGS	INSTRUCTIONAL SUPPLIES	Child Development	01.3	00000.0	00000	70770	4320	6920000	16-17	1,190.82	
								01.3	00000.0	00000	70780	4320	6920000	16-17	1,190.83	
								01.3	00000.0	00000	70770	6450	6920000	16-17	801.15	
								01.3	00000.0	00000	70780	6450	6920000	16-17	801.15	
						11/01/2016	0000063145									3,983.95
11/01/16	0000063146	A		11/01/2016	GONLED	LIGHTING SUPP/EQUIP/MAINT/SY	Building Maintenance-Re	41.0	00000.0	00000	72920	6460	6510000	16-17	3,468.27	

Stat: P=Pending, A=Active, C=Completed, X=Canceled

* Prior Year Payments

Report ID: LAPO009C

District: 64360

Purchase Orders/Buyouts To The Board for Ratification From : 07/01/2016 To 06/30/2017

Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified

Board List Purchase Order Report

CERRITOS COLLEGE

Page No. 3

Run Date: 12/03/2016

Run Time: 03:47:59AM

FY: 16-17

WEEKLY

Change															Distrib	
PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Amount	PO Amt
						11/01/2016	0000063146	GONLED								3,468.27
11/01/16	0000063147	C		11/01/2016	MEDCOM/TRAINEX INC	INSTR MEDIA MATERIALS/SUPP	Health	01.3	00000.0	00000	75305	4320	1200000	16-17	423.09	
						11/01/2016	0000063147	MEDCOM/TRAINEX INC								423.09
11/01/16	0000063148	A		11/01/2016	JONES & BARTLETT LEARNING	BOOKS	Health	01.3	00000.0	00000	75305	4320	1200000	16-17	168.85	
						11/01/2016	0000063148	JONES & BARTLETT LEARNING								168.85
11/01/16	0000063149	C		11/01/2016	OFFICE DEPOT/BUSINESS	OFFICE SUPPLIES	Nursing	01.0	00000.0	00000	02530	4320	1230000	16-17	62.10	
						11/01/2016	0000063149	OFFICE DEPOT/BUSINESS SVCS DIV								62.10
11/02/16	0000063150	C		11/21/2016	AMAZON	OFFICE SUPPLIES	Human Resources	01.0	00000.0	09000	05100	4550	6730000	16-17	157.09	
						11/02/2016	0000063150	AMAZON								157.09
11/02/16	0000063151	A		11/03/2016	TRIANGLE ENGINEERING, INC.	CONTRACTED SERVICES	Division Office	01.0	00000.0	00000	02600	5810	0951000	16-17	1,617.00	
						11/02/2016	0000063151	TRIANGLE ENGINEERING, INC.								1,617.00
11/02/16	0000063152	C		11/02/2016	TOTAL RECALL CAPTIONING, INC.	CONTRACTED SERVICES	Human Resources	01.0	00000.0	09000	05100	5810	6730000	16-17	2,730.00	
						11/02/2016	0000063152	TOTAL RECALL CAPTIONING, INC.								2,730.00
11/02/16	0000063153	C		11/02/2016	PEOPLEADMIN, INC.	CONTRACTED SERVICES	Human Resources	01.0	00000.0	00000	05100	5810	6730000	16-17	29,967.73	
						11/02/2016	0000063153	PEOPLEADMIN, INC.								29,967.73
11/02/16	0000063154	C		11/21/2016	AMAZON	OFFICE SUPPLIES	Human Resources	01.0	00000.0	09000	05100	4550	6730000	16-17	36.58	
						11/02/2016	0000063154	AMAZON								36.58
11/02/16	0000063155	C		11/02/2016	BANK OF AMERICA	MISCELLANEOUS	Warehouse	01.0	00000.0	00000	04300	4510	6723000	16-17	107.91	

Stat: P=Pending, A=Active, C=Completed, X=Canceled

* Prior Year Payments

Report ID: LAPO009C

District: 64360

Purchase Orders/Buyouts To The Board for Ratification From : 07/01/2016 To 06/30/2017

Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified

Board List Purchase Order Report

CERRITOS COLLEGE

Page No. 4

Run Date: 12/03/2016

Run Time: 03:47:59AM

FY: 16-17

WEEKLY

Change															Distrib	
PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Amount	PO Amt
						11/02/2016	0000063155	BANK OF AMERICA								107.91
11/02/16	0000063156	C		11/02/2016	JOHNSON, STEPHEN	OFFICE SUPPLIES	Human Resources	01.0	00000.0	09000	05100	4550	6730000	16-17	148.23	
						11/02/2016	0000063156	JOHNSON, STEPHEN								148.23
11/02/16	0000063157	C		11/03/2016	PARKER & COVERT, L.L.P.	LEGAL SERVICES	Fiscal Operations	01.0	00000.0	00000	04100	5730	6720000	16-17	5,467.50	
							Human Resources	01.0	00000.0	00100	05100	5730	6730000	16-17	3,364.00	
						11/02/2016	0000063157	PARKER & COVERT, L.L.P.								8,831.50
11/02/16	0000063158	C		11/03/2016	RAN GRAPHICS	MISCELLANEOUS	Social Sciences	01.0	00000.0	00000	02540	4320	2201000	16-17	298.40	
						11/02/2016	0000063158	RAN GRAPHICS								298.40
11/03/16	0000063159	C		11/03/2016	TCB PRINTING	NON-INSTRUCTIONAL SUPPLIES	Physical Sciences	01.0	00000.0	00000	02570	4320	1951000	16-17	31.61	
						11/03/2016	0000063159	TCB PRINTING								31.61
11/03/16	0000063160	C		11/21/2016	AMAZON	COMPUTER SUPP/EQUIP	Physical Sciences	01.0	00000.0	00000	02570	4320	1951000	16-17	52.31	
						11/03/2016	0000063160	AMAZON								52.31
11/03/16	0000063161	C		11/03/2016	RAN GRAPHICS	MISCELLANEOUS	Financial Aid Administration	01.3	00000.0	00000	71100	5830	6460000	16-17	718.05	
						11/03/2016	0000063161	RAN GRAPHICS								718.05
11/03/16	0000063162	A		11/03/2016	PROVANTAGE LLC	NON-INSTRUCTIONAL SUPPLIES	Parking	39.5	00000.0	00000	79800	4550	6950000	16-17	218.44	
						11/03/2016	0000063162	PROVANTAGE LLC								218.44
11/03/16	0000063163	A		11/03/2016	RWC CONSULTING, INC.	CONTRACTED SERVICES	Purchasing	01.0	00000.0	00000	04300	5810	6722000	16-17	4,725.00	
						11/03/2016	0000063163	RWC CONSULTING, INC.								4,725.00

Stat: P=Pending, A=Active, C=Completed, X=Canceled

* Prior Year Payments

Report ID: LAPO009C

District: 64360

Purchase Orders/Buyouts To The Board for Ratification From : 07/01/2016 To 06/30/2017

Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified

Board List Purchase Order Report

CERRITOS COLLEGE

Page No. 5

Run Date: 12/03/2016

Run Time: 03:47:59AM

FY: 16-17

WEEKLY

Change															Distrib	
PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Amount	PO Amt
11/04/16	0000063164	C		11/04/2016	DEPARTMENT OF MOTOR VEHICLES	LICENSE/FEES	Community Service Classes	39.2	00000.0	00000	02310	5310	6820000	16-17	201.00	
						11/04/2016	0000063164									201.00
11/05/16	0000063165	A		11/07/2016	PACIFIC COAST CABLING	COMPUTER SUPP/EQUIP	Learning Center	01.3	00000.0	00000	71600	6410	6110000	16-17	6,544.76	
						11/05/2016	0000063165									6,544.76
11/05/16	0000063166	C		11/07/2016	BARTLOW'S MICROSCOPE AND	REPAIRS - OTHER	Health Professions	01.0	00000.0	00000	02530	5630	1201000	16-17	435.00	
						11/05/2016	0000063166									435.00
11/05/16	0000063167	A		11/07/2016	ERGOSTORE NET, INC.	NON-INSTRUCTIONAL SUPPLIES	Admissions	01.0	00000.0	00000	03800	4320	6225000	16-17	858.60	
						11/05/2016	0000063167									858.60
11/05/16	0000063168	A		11/07/2016	AAA ELECTRICAL SUPPLY, INC.	LIGHTING SUPP/EQUIP/MAINT/SY	Building Maintenance-Re	41.0	00000.0	00000	71016	4550	6510000	16-17	1,304.84	
						11/05/2016	0000063168									1,304.84
11/05/16	0000063169	A	1	11/09/2016	D&S WINDOW COVERING	CONTRACTED SERVICES	Building Maintenance-Re	41.0	00000.0	00000	71016	5810	6510000	16-17	7,468.00	
						11/05/2016	0000063169									7,468.00
11/05/16	0000063170	C		11/07/2016	B C DRAIN	CONTRACTED SERVICES	Building Maintenance-Re	01.0	00000.0	00000	04400	5810	6510000	16-17	390.00	
						11/05/2016	0000063170									390.00
11/05/16	0000063171	A		11/07/2016	KAR TINT, INC.	CONTRACTED SERVICES	Building Maintenance-Re	41.0	00000.0	00000	71016	5810	6510000	16-17	1,900.00	
						11/05/2016	0000063171									1,900.00
11/05/16	0000063172	C		11/07/2016	ATKINSON, ANDELSON, LOYA,	MISCELLANEOUS	General Administration	01.0	00000.0	00000	01200	5730	6006000	16-17	455.00	
							Fiscal Operations	01.0	00000.0	00000	04100	5730	6720000	16-17	811.25	

Stat: P=Pending, A=Active, C=Completed, X=Canceled

* Prior Year Payments

Report ID: LAPO009C

District: 64360

Purchase Orders/Buyouts To The Board for Ratification From : 07/01/2016 To 06/30/2017

Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified

Board List Purchase Order Report

CERRITOS COLLEGE

Page No. 6

Run Date: 12/03/2016

Run Time: 03:47:59AM

FY: 16-17

WEEKLY

Change															Distrib	
PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Amount	PO Amt
11/05/16	0000063172	C		11/07/2016	ATKINSON, ANDELSON, LOYA,	MISCELLANEOUS	Human Resources	01.0	00000.0	00100	05100	5730	6730000	16-17	66.25	
						11/05/2016	0000063172	ATKINSON, ANDELSON, LOYA, RUUD								1,332.50
11/07/16	0000063173	A		11/07/2016	BLUCO CORPORATION	WELDING SUPP/EQUIP	Division Office	01.3	00000.0	00000	71600	6410	0951000	16-17	27,176.04	
						MISCELLANEOUS		01.3	00000.0	00000	71600	6410	0951000	16-17	-13,588.02	
						11/07/2016	0000063173	BLUCO CORPORATION								13,588.02
11/07/16	0000063174	A		11/07/2016	DIVERSIFIED BUSINESS SERVICES	MISCELLANEOUS	Oth Instr Sup Services	01.0	00000.0	00000	01210	4550	6190000	16-17	662.96	
						11/07/2016	0000063174	DIVERSIFIED BUSINESS SERVICES								662.96
11/07/16	0000063175	A		11/07/2016	CHANDLER'S ROOFING INC.	CONTRACTED SERVICES	Physical Property-Related	42.0	00000.0	00000	64051	6120	7100000	16-17	599.00	
						11/07/2016	0000063175	CHANDLER'S ROOFING INC.								599.00
11/07/16	0000063176	A		11/07/2016	SCM GROUP USA INC	WOODWORKING	Division Office	01.3	00000.0	00000	71600	6410	0951000	16-17	37,060.00	
						11/07/2016	0000063176	SCM GROUP USA INC								37,060.00
11/07/16	0000063177	C		11/07/2016	UNI-HYDRO	FREIGHT SERVICES	Division Office	01.0	00000.0	00000	02600	4320	0951000	16-17	242.19	
						WELDING SUPP/EQUIP		01.0	00000.0	00000	02600	4320	0951000	16-17	937.40	
								01.0	00000.0	00000	02600	6450	0951000	16-17	654.00	
						MISCELLANEOUS		01.0	00000.0	00000	02600	4320	0951000	16-17	-1,460.00	
						11/07/2016	0000063177	UNI-HYDRO								373.59
11/04/16	0000063178	A		11/07/2016	AIRWOLF 3D	INSTRUCTIONAL SUPPLIES	Division Office	01.3	00000.0	00000	71600	6410	0951000	16-17	10,894.55	
						MISCELLANEOUS		01.3	00000.0	00000	71600	6410	0951000	16-17	-817.50	
						11/04/2016	0000063178	AIRWOLF 3D								10,077.05
11/04/16	0000063179	A	1	11/08/2016	AIRWOLF 3D	INSTRUCTIONAL SUPPLIES	Division Office	01.3	00000.0	00000	71600	6410	0951000	16-17	10,894.55	

Stat: P=Pending, A=Active, C=Completed, X=Canceled

* Prior Year Payments

Report ID: LAPO009C

District: 64360

Purchase Orders/Buyouts To The Board for Ratification From : 07/01/2016 To 06/30/2017

Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified

Board List Purchase Order Report

CERRITOS COLLEGE

Page No. 7

Run Date: 12/03/2016

Run Time: 03:47:59AM

FY: 16-17

WEEKLY

Change															Distrib	
PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Amount	PO Amt
11/04/16	0000063179	A	1	11/08/2016	AIRWOLF 3D	MISCELLANEOUS	Division Office	01.3	00000.0	00000	71600	6410	0951000	16-17	-3,270.00	
						11/04/2016	0000063179		AIRWOLF 3D							7,624.55
11/07/16	0000063180	C		11/07/2016	SCANTRON CORPORATION	FORMS	Social Sciences	01.0	00000.0	00000	02540	4320	2201000	16-17	436.00	
						11/07/2016	0000063180		SCANTRON CORPORATION							436.00
11/07/16	0000063181	A		11/07/2016	MSC INDUSTRIAL SUPPLY	MACHINE SHOP SUPP/EQUIP	Division Office	01.0	00000.0	00000	02600	4320	0951000	16-17	664.90	
							Numerical Contr	01.0	00000.0	00000	02600	4320	0976000	16-17	1,765.58	
								01.0	00000.0	00100	02600	4325	0976000	16-17	1,345.84	
						11/07/2016	0000063181		MSC INDUSTRIAL SUPPLY							3,776.32
11/07/16	0000063182	A		11/07/2016	COLE INDUSTRIES	WELDING SUPP/EQUIP	Contract Education	39.3	00000.0	00000	75130	4320	7010000	16-17	3,099.72	
						MISCELLANEOUS		39.3	00000.0	00000	75130	4320	7010000	16-17	-1,578.00	
						11/07/2016	0000063182		COLE INDUSTRIES							1,521.72
11/07/16	0000063183	A		11/08/2016	PATTON SALES CORP	WELDING SUPP/EQUIP	Contract Education	39.3	00000.0	00000	75130	4320	7010000	16-17	4,711.00	
						11/07/2016	0000063183		PATTON SALES CORP							4,711.00
11/07/16	0000063184	C		11/09/2016	LARAN PROFESSIONAL	COSMETOLOGY SUPP/EQUIP	Cosmetology	39.3	00000.0	00000	02350	4320	3057000	16-17	646.78	
						11/07/2016	0000063184		LARAN PROFESSIONAL HAIR CARE SYSTEMS							646.78
11/07/16	0000063185	A		11/07/2016	HAAS FACTORY OUTLET	MACHINE SHOP SUPP/EQUIP	Numerical Contr	01.0	00000.0	00000	02600	6450	0976000	16-17	2,519.90	
						11/07/2016	0000063185		HAAS FACTORY OUTLET							2,519.90
11/07/16	0000063186	A		11/07/2016	WOODCRAFT	WOODWORKING	Woodworking Mfg Tech	01.0	00000.0	00100	02600	4325	0986000	16-17	183.12	
						11/07/2016	0000063186		WOODCRAFT							183.12

Stat: P=Pending, A=Active, C=Completed, X=Canceled

* Prior Year Payments

Report ID: LAPO009C

District: 64360

Purchase Orders/Buyouts To The Board for Ratification From : 07/01/2016 To 06/30/2017

Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified

Board List Purchase Order Report

CERRITOS COLLEGE

Page No. 8

Run Date: 12/03/2016

Run Time: 03:47:59AM

FY: 16-17

WEEKLY

Change															Distrib	
PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Amount	PO Amt
11/08/16	0000063187	A		11/08/2016	ARROW WIRE & CABLE	MISCELLANEOUS	Physical Property-Related	41.1	00000.0	00002	73840	6450	7100000	16-17	543.46	
						11/08/2016	0000063187			ARROW WIRE & CABLE						543.46
11/08/16	0000063188	A		11/08/2016	MISSION CRITICAL INFORMATION	NON-INSTRUCTIONAL SUPPLIES	Parking	39.5	00000.0	00000	79800	4550	6950000	16-17	470.88	
						11/08/2016	0000063188			MISSION CRITICAL INFORMATION SYSTEMS						470.88
11/08/16	0000063189	C		11/08/2016	PANDORA MEDIA INC.	ADVERTISING	Community Relations	01.0	00000.0	00000	03600	5830	6710000	16-17	14,939.00	
						11/08/2016	0000063189			PANDORA MEDIA INC.						14,939.00
11/08/16	0000063190	A		11/08/2016	RAN GRAPHICS	PRINTING SERVICES	Community Relations	01.0	00000.0	00000	03600	5830	6710000	16-17	1,907.50	
						11/08/2016	0000063190			RAN GRAPHICS						1,907.50
11/08/16	0000063191	C		11/08/2016	UNIVISION COMMUNICATIONS,	ADVERTISING	Community Relations	01.0	00000.0	00000	03600	5830	6710000	16-17	14,060.00	
						11/08/2016	0000063191			UNIVISION COMMUNICATIONS, INC.						14,060.00
11/09/16	0000063193	A		11/09/2016	DIVERSIFIED BUSINESS SERVICES	NON-INSTRUCTIONAL SUPPLIES	Purchasing	01.0	00000.0	00000	04300	4550	6722000	16-17	568.11	
						11/09/2016	0000063193			DIVERSIFIED BUSINESS SERVICES						568.11
11/09/16	0000063194	C		11/09/2016	UTELOGY CORPORATION	MISCELLANEOUS	Interdisciplinary Studies	39.1	00000.0	00000	79880	5810	4900000	16-17	41,550.00	
						11/09/2016	0000063194			UTELOGY CORPORATION						41,550.00
11/09/16	0000063195	C		11/09/2016	ACCJC	CONFERENCE AND TRAVEL	Instructional Office	01.0	00000.0	00000	02100	5210	6016000	16-17	200.00	
						11/09/2016	0000063195			ACCJC						200.00
11/09/16	0000063196	C		11/09/2016	PRI MANAGEMENT GROUP	CONFERENCE AND TRAVEL	Parking	39.5	00000.0	00000	79800	5210	6950000	16-17	195.00	
						11/09/2016	0000063196			PRI MANAGEMENT GROUP						195.00

Stat: P=Pending, A=Active, C=Completed, X=Canceled

* Prior Year Payments

Report ID: LAPO009C

District: 64360

Purchase Orders/Buyouts To The Board for Ratification From : 07/01/2016 To 06/30/2017

Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified

Board List Purchase Order Report

CERRITOS COLLEGE

Page No. 9

Run Date: 12/03/2016

Run Time: 03:47:59AM

FY: 16-17

WEEKLY

Change															Distrib	
PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Amount	PO Amt
11/09/16	0000063197	C		11/09/2016	CLERY CENTER FOR SECURITY ON	CONFERENCE AND TRAVEL	Parking	39.5	00000.0	00000	79800	5210	6950000	16-17	475.00	
				11/09/2016			0000063197				CLERY CENTER FOR SECURITY ON CAMPUS					475.00
11/09/16	0000063198	A		11/09/2016	MARC DANIEL ENTERPRISES	COSMETOLOGY SUPP/EQUIP	Division Office	01.3	00000.0	00000	71600	6450	0951000	16-17	5,605.35	
				11/09/2016			0000063198				MARC DANIEL ENTERPRISES					5,605.35
11/09/16	0000063199	X	1	11/10/2016	HFO TORRANCE	MACHINE SHOP SUPP/EQUIP	Numerical Contr	01.0	00000.0	00100	02600	4325	0976000	16-17	949.93	
				11/09/2016			0000063199				HFO TORRANCE					949.93
11/09/16	0000063200	A		11/10/2016	PIERSON WORKHOLDING	MACHINE SHOP SUPP/EQUIP	Division Office	01.0	00000.0	00000	02600	4320	0951000	16-17	128.62	
								01.0	00000.0	00000	02600	6450	0951000	16-17	3,646.05	
				11/09/2016			0000063200				PIERSON WORKHOLDING					3,774.67
11/09/16	0000063201	C		11/09/2016	STATER BROS.	MISCELLANEOUS	District	71.1	00000.0	02027	02800	7610	0000000	16-17	400.00	
				11/09/2016			0000063201				STATER BROS.					400.00
11/10/16	0000063202	P		11/10/2016	BANK OF AMERICA	LABORATORY SUPP/EQUIP	Physical Sciences	01.0	00000.0	00000	02570	4320	1951000	16-17	113.95	
				11/10/2016			0000063202				BANK OF AMERICA					113.95
11/10/16	0000063203	C		11/10/2016	IMAGE 2000, INC.	MISCELLANEOUS	Purchasing	01.0	00000.0	00100	04300	5810	6722000	16-17	5,958.35	
				11/10/2016			0000063203				IMAGE 2000, INC.					5,958.35
11/10/16	0000063204	C		11/10/2016	US BANK EQUIPMENT	MISCELLANEOUS	Purchasing	01.0	00000.0	00100	04300	5810	6722000	16-17	8,256.17	
				11/10/2016			0000063204				US BANK EQUIPMENT FINANCE					8,256.17
11/10/16	0000063205	A		11/22/2016	BANK OF AMERICA	ADVERTISING	Community Relations	01.0	00000.0	00000	03600	5830	6710000	16-17	378.00	

Stat: P=Pending, A=Active, C=Completed, X=Canceled

* Prior Year Payments

Report ID: LAPO009C

District: 64360

Purchase Orders/Buyouts To The Board for Ratification From : 07/01/2016 To 06/30/2017

Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified

Board List Purchase Order Report

CERRITOS COLLEGE

Page No. 10

Run Date: 12/03/2016

Run Time: 03:47:59AM

FY: 16-17

WEEKLY

Change															Distrib	
PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Amount	PO Amt
						11/10/2016	0000063205	BANK OF AMERICA								378.00
11/10/16	0000063206	P		11/10/2016	BANK OF AMERICA	COSMETOLOGY SUPP/EQUIP	Division Office	01.0	00000.0	00000	02600	4320	0951000	16-17	2,914.56	
						11/10/2016	0000063206	BANK OF AMERICA								2,914.56
11/10/16	0000063207	A		11/22/2016	BANK OF AMERICA	MACHINE SHOP SUPP/EQUIP	Division Office	01.0	00000.0	00000	02600	4320	0951000	16-17	224.85	
						MISCELLANEOUS		01.0	00000.0	00000	02600	4320	0951000	16-17	20.24	
						11/10/2016	0000063207	BANK OF AMERICA								245.09
11/10/16	0000063208	A		11/15/2016	HOIST SERVICE INC	AUTOMOTIVE SUPP/EQUIP	Division Office	01.3	00000.0	00000	71600	6410	0951000	16-17	12,757.57	
						11/10/2016	0000063208	HOIST SERVICE INC								12,757.57
11/14/16	0000063209	C		11/14/2016	FAST DEER BUS CHARTER, INC.	CONTRACTED SERVICES	Business-Comm erce	01.0	00000.0	00000	04400	5810	0501000	16-17	673.60	
							Education, General	01.0	00000.0	00000	04400	5810	0801000	16-17	5,104.93	
							Fine & Applied Arts	01.0	00000.0	00000	04400	5810	1051000	16-17	1,157.75	
							Physical Sciences	01.0	00000.0	00000	04400	5810	1951000	16-17	5,499.35	
						11/14/2016	0000063209	FAST DEER BUS CHARTER, INC.								12,435.63
11/14/16	0000063210	C		11/14/2016	MALIG, JANNET	NON-INSTRUCTIONAL SUPPLIES	Oth Instr Sup Services	01.3	00000.0	00000	76614	4550	6190000	16-17	92.93	
						11/14/2016	0000063210	MALIG, JANNET								92.93
11/14/16	0000063211	A		11/14/2016	SIGNS & LUCITE PRODUCTS INC	SIGNS	Building Maintenance-Re	01.0	00000.0	00000	04400	4550	6510000	16-17	107.10	
						11/14/2016	0000063211	SIGNS & LUCITE PRODUCTS INC								107.10
11/14/16	0000063212	A		11/14/2016	SUGIYAMA, CHRIS	REIMBURSEMENT	Transportation	01.0	00000.0	00000	04400	4610	6492000	16-17	30.76	

Stat: P=Pending, A=Active, C=Completed, X=Canceled

* Prior Year Payments

Report ID: LAPO009C

District: 64360

Purchase Orders/Buyouts To The Board for Ratification From : 07/01/2016 To 06/30/2017

Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified

Board List Purchase Order Report

CERRITOS COLLEGE

Page No. 11

Run Date: 12/03/2016

Run Time: 03:47:59AM

FY: 16-17

WEEKLY

Change															Distrib	
PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Amount	PO Amt
						11/14/2016	0000063212	SUGIYAMA, CHRIS								30.76
11/14/16	0000063213	C		11/14/2016	AMERICAN FIDELITY ADMINISTRATIVE	MISCELLANEOUS	Fiscal Operations	01.0	00000.0	00000	04200	5810	6721000	16-17	1,204.00	
						11/14/2016	0000063213	AMERICAN FIDELITY ADMINISTRATIVE SERVICE								1,204.00
11/14/16	0000063214	C		11/14/2016	KEENAN & ASSOCIATES	MISCELLANEOUS	Fiscal Operations	01.0	00000.0	00100	04100	5420	6720000	16-17	2,280.24	
						11/14/2016	0000063214	KEENAN & ASSOCIATES								2,280.24
11/14/16	0000063215	C		11/14/2016	OFFICE DEPOT/BUSINESS	MISCELLANEOUS	Fiscal Operations	01.0	00000.0	00000	04100	4550	6720000	16-17	555.25	
						11/14/2016	0000063215	OFFICE DEPOT/BUSINESS SVCS DIV								555.25
11/14/16	0000063216	A		11/14/2016	TCB PRINTING	PRINTING SERVICES	Accounting & Payroll	01.0	00000.0	00000	04200	4550	6725000	16-17	43.60	
						11/14/2016	0000063216	TCB PRINTING								43.60
11/14/16	0000063217	C		11/14/2016	OFFICE DEPOT/BUSINESS	TONER CARTRIDGES	Child Development	01.0	00000.0	00000	02700	4320	6920000	16-17	288.39	
						11/14/2016	0000063217	OFFICE DEPOT/BUSINESS SVCS DIV								288.39
11/14/16	0000063218	A		11/14/2016	UTELOGY CORPORATION	CONTRACTED SERVICES	Physical Property-Related	42.1	00000.0	00000	65040	6130	7100000	16-17	42,705.00	
						11/14/2016	0000063218	UTELOGY CORPORATION								42,705.00
11/14/16	0000063219	A	1	12/01/2016	OPUS USA INC	MISCELLANEOUS	Automotive	01.0	00000.0	00100	02600	4325	0960000	16-17	261.33	
						11/14/2016	0000063219	OPUS USA INC								261.33
11/14/16	0000063220	P		11/14/2016	AMAZON	NON-INSTRUCTIONAL SUPPLIES	Community Service Classes	39.2	00000.0	00000	02310	4550	6820000	16-17	59.99	
							Oth Instr Sup Services	39.6	00000.0	00000	74250	4550	6190000	16-17	59.99	
						11/14/2016	0000063220	AMAZON								119.98

Stat: P=Pending, A=Active, C=Completed, X=Canceled

* Prior Year Payments

Report ID: LAPO009C

District: 64360

Purchase Orders/Buyouts To The Board for Ratification From : 07/01/2016 To 06/30/2017

Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified

Board List Purchase Order Report

CERRITOS COLLEGE

Page No. 12

Run Date: 12/03/2016

Run Time: 03:47:59AM

FY: 16-17

WEEKLY

Change															Distrib	
PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Amount	PO Amt
11/14/16	0000063221	C		11/14/2016	FRANTONE'S PIZZA	FOOD PRODUCTS	Foster Care	01.3	00000.0	00000	75900	4550	1305700	16-17	61.04	
						11/14/2016	0000063221			FRANTONE'S PIZZA						61.04
11/14/16	0000063222	C		11/14/2016	RODGER'S CATERING	FOOD PRODUCTS	Oth Instr Sup Services	01.3	00000.0	00000	72003	4550	6190000	16-17	209.83	
						11/14/2016	0000063222			RODGER'S CATERING						209.83
11/14/16	0000063223	A		11/14/2016	HAAS FACTORY OUTLET	MACHINE SHOP SUPP/EQUIP	Numerical Contr	01.0	00000.0	00100	02600	4325	0976000	16-17	949.93	
						11/14/2016	0000063223			HAAS FACTORY OUTLET						949.93
11/14/16	0000063224	A		11/15/2016	DUST COLLECTOR SERVICES	WOODWORKING	Division Office	01.3	00000.0	00000	71600	6450	0951000	16-17	5,804.55	
						11/14/2016	0000063224			DUST COLLECTOR SERVICES						5,804.55
11/14/16	0000063225	A		11/15/2016	DUST COLLECTOR SERVICES	WOODWORKING	Division Office	01.3	00000.0	00000	71600	6450	0951000	16-17	3,734.88	
						11/14/2016	0000063225			DUST COLLECTOR SERVICES						3,734.88
11/14/16	0000063226	A		11/14/2016	BAGHOUSE AND INDUSTRIAL SHEET	WOODWORKING	Division Office	01.3	00000.0	00000	71600	4320	0951000	16-17	10,818.92	
						11/14/2016	0000063226			BAGHOUSE AND INDUSTRIAL SHEET						10,818.92
11/14/16	0000063227	A		11/21/2016	BANK OF AMERICA	WOODWORKING	Woodworking Mfg Tech	01.0	00000.0	00100	02600	4325	0986000	16-17	360.01	
						11/14/2016	0000063227			BANK OF AMERICA						360.01
11/14/16	0000063228	A		11/14/2016	CALIFORNIA COMMUNITY	CONFERENCE AND TRAVEL	Community Relations	01.0	00000.0	00000	03600	5210	6710000	16-17	680.00	
						11/14/2016	0000063228			CALIFORNIA COMMUNITY COLLEGE LEAGUE						680.00
11/14/16	0000063230	A	1	11/15/2016	INTERSTATE BATTERY SYSTEM	MISCELLANEOUS	Automotive	01.0	00000.0	00000	02600	4550	0960000	16-17	758.31	
						11/14/2016	0000063230			INTERSTATE BATTERY SYSTEM OF CENTRAL L.A						758.31

Stat: P=Pending, A=Active, C=Completed, X=Canceled

* Prior Year Payments

Report ID: LAPO009C

District: 64360

Purchase Orders/Buyouts To The Board for Ratification From : 07/01/2016 To 06/30/2017

Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified

Board List Purchase Order Report

CERRITOS COLLEGE

Page No. 13

Run Date: 12/03/2016

Run Time: 03:47:59AM

FY: 16-17

WEEKLY

Change															Distrib	
PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Amount	PO Amt
11/14/16	0000063231	A	1	12/01/2016	OPUS USA INC	MISCELLANEOUS	Automotive	01.0	00000.0	00000	02600	5630	0960000	16-17	310.73	
						11/14/2016	0000063231			OPUS USA INC						310.73
11/14/16	0000063232	A	1	11/16/2016	RAN GRAPHICS	NON-INSTRUCTIONAL SUPPLIES	Eng and Rel Tech (Ind Tech)	01.3	00000.0	01000	71646	4320	0900000	16-17	235.90	
						MISCELLANEOUS		01.3	00000.0	01000	71646	4320	0900000	16-17	235.90	
						11/14/2016	0000063232			RAN GRAPHICS						471.80
11/14/16	0000063233	A		11/14/2016	SALLY'S BEAUTY SUPPLY	COSMETOLOGY SUPP/EQUIP	Cosmetology	39.3	00000.0	00000	02350	4320	3057000	16-17	533.57	
						11/14/2016	0000063233			SALLY'S BEAUTY SUPPLY						533.57
11/14/16	0000063234	A		11/14/2016	STYL ENVY NAIL FASHION	COSMETOLOGY SUPP/EQUIP	Cosmetology	39.3	00000.0	00000	02350	4320	3057000	16-17	1,002.80	
						11/14/2016	0000063234			STYL ENVY NAIL FASHION						1,002.80
11/15/16	0000063235	A		11/15/2016	ALLDATA SYSTEM	MISCELLANEOUS	Sanitation-Public Health Tech	01.0	00000.0	00000	02600	6310	0958000	16-17	735.00	
							Automotive	01.0	00000.0	00000	02600	6310	0960000	16-17	735.00	
						11/15/2016	0000063235			ALLDATA SYSTEM						1,470.00
11/15/16	0000063236	A		11/17/2016	TEC EASE	INSTRUCTIONAL SUPPLIES	Division Office	01.0	00000.0	00000	02600	4320	0951000	16-17	419.65	
						11/15/2016	0000063236			TEC EASE						419.65
11/15/16	0000063237	A		11/16/2016	CLASSIC BODY SUPPLY, INC.	MISCELLANEOUS	Sanitation-Public Health Tech	01.0	00000.0	00100	02600	4325	0958000	16-17	229.44	
						11/15/2016	0000063237			CLASSIC BODY SUPPLY, INC.						229.44
11/15/16	0000063238	A		11/16/2016	PETER SCHULZ	MISCELLANEOUS	Automotive	01.0	00000.0	00000	02600	5630	0960000	16-17	753.40	
						11/15/2016	0000063238			PETER SCHULZ						753.40
11/15/16	0000063239	A		11/16/2016	AIRGAS SAFETY	MISCELLANEOUS	Automotive	01.0	00000.0	00100	02600	4325	0960000	16-17	834.00	

Stat: P=Pending, A=Active, C=Completed, X=Canceled

* Prior Year Payments

Report ID: LAPO009C

District: 64360

Purchase Orders/Buyouts To The Board for Ratification From : 07/01/2016 To 06/30/2017

Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified

Board List Purchase Order Report

CERRITOS COLLEGE

Page No. 14

Run Date: 12/03/2016

Run Time: 03:47:59AM

FY: 16-17

WEEKLY

Change															Distrib	
PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Amount	PO Amt
						11/15/2016	0000063239	AIRGAS SAFETY								834.00
11/15/16	0000063240	C		11/16/2016	ULINE	MISCELLANEOUS	Sanitation-Public Health Tech	01.0	00000.0	00100	02600	4325	0958000	16-17	523.86	
							Automotive	01.0	00000.0	00100	02600	4325	0960000	16-17	1,222.32	
							Sanitation-Public Health Tech	01.0	00000.0	00000	02600	6450	0958000	16-17	761.91	
						11/15/2016	0000063240	ULINE								2,508.09
11/15/16	0000063241	C		11/16/2016	MCMaster CARR SUPPLY CO.	INSTRUCTIONAL SUPPLIES	Division Office	01.0	00000.0	00000	02600	4320	0951000	16-17	104.10	
						11/15/2016	0000063241	MCMaster CARR SUPPLY CO.								104.10
11/15/16	0000063242	A		11/16/2016	PRAXAIR DISTRIBUTION INC.	AUTOBODY SUPP/EQUIP	Sanitation-Public Health Tech	01.0	00000.0	00100	02600	4325	0958000	16-17	484.22	
						11/15/2016	0000063242	PRAXAIR DISTRIBUTION INC.								484.22
11/15/16	0000063243	P		11/17/2016	AMAZON	BOOKS	Division Office	01.0	00000.0	00000	02600	4320	0951000	16-17	147.66	
						11/15/2016	0000063243	AMAZON								147.66
11/15/16	0000063244	P		11/17/2016	AMAZON	MISCELLANEOUS	Sanitation-Public Health Tech	01.0	00000.0	00000	02600	4320	0958000	16-17	107.94	
							Automotive	01.0	00000.0	00000	02600	4320	0960000	16-17	962.02	
						11/15/2016	0000063244	AMAZON								1,069.96
11/15/16	0000063245	A		11/16/2016	MITCHELL 1	MISCELLANEOUS	Automotive	01.0	00000.0	00000	02600	6310	0960000	16-17	549.50	
							District	01.0	00000.0	00000	00000	9330	0000000	16-17	549.50	
						11/15/2016	0000063245	MITCHELL 1								1,099.00
11/15/16	0000063246	P		11/16/2016	BANK OF AMERICA	MISCELLANEOUS	Automotive	01.0	00000.0	00000	02600	4320	0960000	16-17	258.00	
						11/15/2016	0000063246	BANK OF AMERICA								258.00

Stat: P=Pending, A=Active, C=Completed, X=Canceled

* Prior Year Payments

Report ID: LAPO009C

District: 64360

Board List Purchase Order Report

CERRITOS COLLEGE

Page No. 15

Run Date: 12/03/2016

Run Time: 03:47:59AM

FY: 16-17

Purchase Orders/Buyouts To The Board for Ratification From : 07/01/2016 To 06/30/2017

Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified

WEEKLY

Change															Distrib	
PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Amount	PO Amt
11/15/16	0000063247	A		11/16/2016	PRAXAIR DISTRIBUTION INC.	AUTOBODY SUPP/EQUIP	Division Office	01.0	00000.0	00000	02600	4320	0951000	16-17	4,522.32	
				11/15/2016			0000063247			PRAXAIR DISTRIBUTION INC.						4,522.32
11/15/16	0000063248	A	1	12/01/2016	DERMALOGICA	COSMETOLOGY SUPP/EQUIP	Cosmetology	39.3	00000.0	00000	02350	4320	3057000	16-17	8,109.60	
				11/15/2016			0000063248			DERMALOGICA						8,109.60
11/15/16	0000063249	A		11/16/2016	RAN GRAPHICS	INSTRUCTIONAL SUPPLIES	Division Office	01.0	00000.0	00000	02600	4320	0951000	16-17	292.12	
				11/15/2016			0000063249			RAN GRAPHICS						292.12
11/16/16	0000063250	P		11/16/2016	AMAZON	MISCELLANEOUS	Business and Management	01.3	00000.0	05100	70200	4320	0500000	16-17	69.98	
				11/16/2016			0000063250			AMAZON						69.98
11/16/16	0000063251	A		11/17/2016	B & H PHOTO VIDEO	MEDIA EQUIPMENT	Media	01.0	00000.0	00000	01220	4550	6130000	16-17	162.41	
				11/16/2016			0000063251			B & H PHOTO VIDEO						162.41
11/16/16	0000063252	A		11/17/2016	CONCORDANCE HEALTHCARE	MEDICAL & LAB SUPP/EQUIP	Health	01.3	00000.0	04500	70200	6450	1200000	16-17	4,621.64	
				11/16/2016			0000063252			CONCORDANCE HEALTHCARE SOLUTIONS						4,621.64
11/16/16	0000063253	A		11/17/2016	CLD HANDLING SYSTEMS INC	SHELVING	Health	01.3	00000.0	04500	70200	4320	1200000	16-17	137.72	
				11/16/2016			0000063253			CLD HANDLING SYSTEMS INC						137.72
11/16/16	0000063254	A		11/17/2016	LAERDAL	INSTRUCTIONAL SUPPLIES	Health	01.3	00000.0	04500	70200	4320	1200000	16-17	1,906.05	
								01.3	00000.0	04500	70200	6450	1200000	16-17	1,210.68	
				11/16/2016			0000063254			LAERDAL						3,116.73
11/16/16	0000063255	P		11/16/2016	AMAZON	INSTRUCTIONAL SUPPLIES	Health	01.3	00000.0	04500	70200	4320	1200000	16-17	170.95	

Stat: P=Pending, A=Active, C=Completed, X=Canceled

* Prior Year Payments

Report ID: LAPO009C

District: 64360

Purchase Orders/Buyouts To The Board for Ratification From : 07/01/2016 To 06/30/2017

Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified

Board List Purchase Order Report

CERRITOS COLLEGE

Page No. 16

Run Date: 12/03/2016

Run Time: 03:47:59AM

FY: 16-17

WEEKLY

Change															Distrib	
PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Amount	PO Amt
						11/16/2016	0000063255	AMAZON								170.95
11/16/16	0000063256	A		11/17/2016	CONCORDANCE HEALTHCARE	INSTRUCTIONAL SUPPLIES	Health	01.3	00000.0	04500	70200	4320	1200000	16-17	367.94	
						11/16/2016	0000063256	CONCORDANCE HEALTHCARE SOLUTIONS								367.94
11/16/16	0000063257	A		11/17/2016	HENRY SCHEIN INC	DENTAL SUPP/EQUIP	Health	01.3	00000.0	04500	70200	6450	1200000	16-17	1,831.17	
						INSTRUCTIONAL SUPPLIES		01.3	00000.0	04500	70200	4320	1200000	16-17	1,079.07	
						11/16/2016	0000063257	HENRY SCHEIN INC								2,910.24
11/16/16	0000063258	A		11/17/2016	DISPLAYS2GO	INSTRUCTIONAL SUPPLIES	Health	01.3	00000.0	04500	70200	4320	1200000	16-17	407.35	
						11/16/2016	0000063258	DISPLAYS2GO								407.35
11/16/16	0000063259	A		11/17/2016	TERRA UNIVERSAL, INC.	INSTRUCTIONAL SUPPLIES	Health	01.3	00000.0	04500	70200	4320	1200000	16-17	456.12	
						11/16/2016	0000063259	TERRA UNIVERSAL, INC.								456.12
11/16/16	0000063260	A		11/16/2016	IMAGE 2000, INC.	OFFICE SUPPLIES	Library	01.0	00000.0	00300	02220	4550	6120000	16-17	2,975.70	
						11/16/2016	0000063260	IMAGE 2000, INC.								2,975.70
11/16/16	0000063261	A		11/16/2016	INTEGRATED INTERIORS, INC.	CONTRACTED SERVICES	Building Maintenance-Re	41.0	00000.0	00000	71016	5810	6510000	16-17	9,360.00	
						11/16/2016	0000063261	INTEGRATED INTERIORS, INC.								9,360.00
11/16/16	0000063262	A		11/16/2016	START FRESH BUILDING	CONTRACTED SERVICES	Building Maintenance-Re	41.0	00000.0	00000	71016	5810	6510000	16-17	4,950.00	
						11/16/2016	0000063262	START FRESH BUILDING MAINTENANCE, INC.								4,950.00
11/16/16	0000063263	A		11/16/2016	SAV-ON-SIGNS	CONTRACTED SERVICES	Building Maintenance-Re	41.0	00000.0	00000	71016	5810	6510000	16-17	2,811.92	
						11/16/2016	0000063263	SAV-ON-SIGNS								2,811.92

Stat: P=Pending, A=Active, C=Completed, X=Canceled

* Prior Year Payments

Report ID: LAPO009C

District: 64360

Purchase Orders/Buyouts To The Board for Ratification From : 07/01/2016 To 06/30/2017

Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified

Board List Purchase Order Report

CERRITOS COLLEGE

Page No. 17

Run Date: 12/03/2016

Run Time: 03:47:59AM

FY: 16-17

WEEKLY

Change															Distrib	
PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Amount	PO Amt
11/16/16	0000063264	A		11/16/2016	SAV-ON-SIGNS	CONTRACTED SERVICES	Building Maintenance-Re	41.0	00000.0	00000	71016	5810	6510000	16-17	915.00	
				11/16/2016			0000063264			SAV-ON-SIGNS						915.00
11/16/16	0000063265	P		11/16/2016	AMAZON	NON-INSTRUCTIONAL SUPPLIES	Community Service Classes	39.2	00000.0	00000	02310	4550	6820000	16-17	18.95	
				11/16/2016			0000063265			AMAZON						18.95
11/16/16	0000063266	A		11/18/2016	IDEA ART	INSTRUCTIONAL SUPPLIES	Music	01.0	00000.0	00000	02520	4320	1054000	16-17	28.23	
				11/16/2016			0000063266			IDEA ART						28.23
11/16/16	0000063267	A		11/17/2016	APPLE INC	INSTRUCTIONAL SUPPLIES	Arts	01.0	00000.0	00000	02520	4320	1052000	16-17	31.61	
				11/16/2016			0000063267			APPLE INC						31.61
11/16/16	0000063268	P		11/16/2016	AMAZON	COMPUTER SUPP/EQUIP	Oth Instr Sup Services	01.3	00000.0	00000	70200	4550	6190000	16-17	25.94	
				11/16/2016			0000063268			AMAZON						25.94
11/16/16	0000063269	A		11/17/2016	WESTERN HIGHWAY PRODUCTS	SIGNS	Parking	39.5	00000.0	00000	79800	4550	6950000	16-17	1,054.54	
				11/16/2016			0000063269			WESTERN HIGHWAY PRODUCTS						1,054.54
11/16/16	0000063270	A		11/17/2016	TCB PRINTING	OFFICE SUPPLIES	Human Resources	01.0	00000.0	00000	05100	4550	6730000	16-17	31.61	
				11/16/2016			0000063270			TCB PRINTING						31.61
11/16/16	0000063271	A	1	11/18/2016	GST INC	MISCELLANEOUS	Interdisciplinary Studies	39.1	00000.0	00000	79880	5810	4900000	16-17	8,486.10	
				11/16/2016			0000063271			GST INC						8,486.10
11/16/16	0000063272	P		11/18/2016	AMAZON	OFFICE SUPPLIES	Human Resources	01.0	00000.0	00000	05100	4550	6730000	16-17	58.04	
				11/16/2016			0000063272			AMAZON						58.04

Stat: P=Pending, A=Active, C=Completed, X=Canceled

* Prior Year Payments

Report ID: LAPO009C

District: 64360

Purchase Orders/Buyouts To The Board for Ratification From : 07/01/2016 To 06/30/2017

Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified

Board List Purchase Order Report

CERRITOS COLLEGE

Page No. 18

Run Date: 12/03/2016

Run Time: 03:47:59AM

FY: 16-17

WEEKLY

Change															Distrib	
PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Amount	PO Amt
11/16/16	0000063273	C		11/17/2016	TELEPERFORMANCE RAPIDTEXT	CONTRACTED SERVICES	Human Resources	01.0	00000.0	09000	05100	5810	6730000	16-17	877.80	
						11/16/2016	0000063273			TELEPERFORMANCE RAPIDTEXT						877.80
11/16/16	0000063274	A		11/17/2016	PACIFIC COAST CABLING	MISCELLANEOUS	Physical Property-Related	41.1	00000.0	00002	73840	4550	7100000	16-17	914.99	
						11/16/2016	0000063274			PACIFIC COAST CABLING						914.99
11/16/16	0000063275	A		11/23/2016	AAFPE HEADQUARTERS	MEMBERSHIPS	Fiscal Operations	01.0	00000.0	00000	04200	5310	6721000	16-17	450.00	
						11/16/2016	0000063275			AAFPE HEADQUARTERS						450.00
11/16/16	0000063276	C		11/16/2016	COMMUNITY COLLEGE LEAGUE of	CONFERENCE AND TRAVEL	Board of Trustees	01.0	00000.0	02100	01100	5210	6005000	16-17	650.00	
						11/16/2016	0000063276			COMMUNITY COLLEGE LEAGUE of CALIFORNIA						650.00
11/16/16	0000063277	C		11/16/2016	PALOMAR COLLEGE/	CONFERENCE AND TRAVEL	Letters	01.0	00000.0	00000	02550	5210	1551000	16-17	550.00	
						11/16/2016	0000063277			PALOMAR COLLEGE/						550.00
11/16/16	0000063278	C		11/17/2016	4C/SD	MEMBERSHIPS	Media	01.0	00000.0	00000	02220	5310	6130000	16-17	125.00	
						11/16/2016	0000063278			4C/SD						125.00
11/16/16	0000063279	A	1	11/18/2016	JOURNEYWORKS PUBLISHING	NON-INSTRUCTIONAL SUPPLIES	Health Services	69.0	00000.0	00000	03310	4550	6440000	16-17	33.98	
						11/16/2016	0000063279			JOURNEYWORKS PUBLISHING						33.98
11/16/16	0000063280	A	1	11/18/2016	CYNMAR CORPORATION	LABORATORY SUPP/EQUIP	SEM-Biology	01.0	00000.0	00000	02570	4320	1966000	16-17	59.08	
						11/16/2016	0000063280			CYNMAR CORPORATION						59.08
11/16/16	0000063281	A		11/17/2016	BIO CORPORATION	LABORATORY SUPP/EQUIP	SEM-Biology	01.0	00000.0	00000	02570	4320	1966000	16-17	74.88	
						11/16/2016	0000063281			BIO CORPORATION						74.88

Stat: P=Pending, A=Active, C=Completed, X=Canceled

* Prior Year Payments

Report ID: LAPO009C

District: 64360

Purchase Orders/Buyouts To The Board for Ratification From : 07/01/2016 To 06/30/2017

Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified

Board List Purchase Order Report

CERRITOS COLLEGE

Page No. 19

Run Date: 12/03/2016

Run Time: 03:47:59AM

FY: 16-17

WEEKLY

Change															Distrib	
PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Amount	PO Amt
11/16/16	0000063282	P		11/16/2016	NEED TO ADD VENDOR	OFFICE SUPPLIES	Fiscal Operations	01.3	00000.0	00000	74500	4550	6720000	16-17	195.00	
				11/16/2016			0000063282			NEED TO ADD VENDOR						195.00
11/16/16	0000063283	P		11/16/2016	AMAZON	NON-INSTRUCTIONAL SUPPLIES	Oth Instr Sup Services	01.3	00000.0	00000	77671	4550	6190000	16-17	263.58	
				11/16/2016			0000063283			AMAZON						263.58
11/16/16	0000063284	C		11/16/2016	ULINE	COSMETOLOGY SUPP/EQUIP	Cosmetology	39.3	00000.0	00000	02350	4550	3057000	16-17	1,482.40	
				11/16/2016			0000063284			ULINE						1,482.40
11/17/16	0000063285	A		11/17/2016	AMERICAN COLLEGE HEALTH	MEMBERSHIPS	Fiscal Operations	01.0	00000.0	00000	04200	5310	6721000	16-17	1,306.38	
				11/17/2016			0000063285			AMERICAN COLLEGE HEALTH ASSOCIATION						1,306.38
11/17/16	0000063286	A		11/17/2016	RODGER'S CATERING	MISCELLANEOUS	Financial Aid Administration	01.3	00000.0	00000	71100	4550	6460000	16-17	140.61	
				11/17/2016			0000063286			RODGER'S CATERING						140.61
11/17/16	0000063287	A		11/17/2016	FLINN SCIENTIFIC INC	NON-INSTRUCTIONAL SUPPLIES	Oth Instr Sup Services	01.3	00000.0	00000	77671	4550	6190000	16-17	154.34	
				11/17/2016			0000063287			FLINN SCIENTIFIC INC						154.34
11/17/16	0000063288	C		11/17/2016	OFFICE SOLUTIONS	TONER CARTRIDGES	CulinaryArtsChef ,Catering,Food	01.0	00000.0	00000	02530	4320	1306300	16-17	174.38	
				11/17/2016			0000063288			OFFICE SOLUTIONS						174.38
11/17/16	0000063289	A		11/17/2016	OFFICE DEPOT/BUSINESS	OFFICE SUPPLIES	Medical Assisting	01.0	00000.0	00000	02530	4320	1208000	16-17	62.75	
				11/17/2016			0000063289			OFFICE DEPOT/BUSINESS SVCS DIV						62.75
11/17/16	0000063290	A		11/17/2016	W.W. NORTON & COMPANY	BOOKS	Library	01.3	00000.0	00000	71130	6320	6120000	16-17	46.37	
				11/17/2016			0000063290			W.W. NORTON & COMPANY						46.37

Stat: P=Pending, A=Active, C=Completed, X=Canceled

* Prior Year Payments

Report ID: LAPO009C

District: 64360

Purchase Orders/Buyouts To The Board for Ratification From : 07/01/2016 To 06/30/2017

Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified

Board List Purchase Order Report

CERRITOS COLLEGE

Page No. 20

Run Date: 12/03/2016

Run Time: 03:47:59AM

FY: 16-17

WEEKLY

Change															Distrib	
PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Amount	PO Amt
11/17/16	0000063291	A		11/17/2016	YALE CHASE MATERIALS	MISCELLANEOUS	Health Professions	01.0	00000.0	00000	02530	4320	1201000	16-17	550.65	
				11/17/2016			0000063291			YALE CHASE MATERIALS						550.65
11/17/16	0000063292	A		11/21/2016	CALIFORNIA NEWSREEL	MISCELLANEOUS	Interdisciplinary Studies	39.1	00000.0	00007	79850	6310	4900000	16-17	218.55	
				11/17/2016			0000063292			CALIFORNIA NEWSREEL						218.55
11/17/16	0000063293	A		11/17/2016	PASSION RIVER FILMS	MISCELLANEOUS	Interdisciplinary Studies	39.1	00000.0	00007	79850	6310	4900000	16-17	334.90	
				11/17/2016			0000063293			PASSION RIVER FILMS						334.90
11/17/16	0000063294	A		11/17/2016	CARSON VALLEY INC.	CONTRACTED SERVICES	Building Maintenance-Re	41.0	00000.0	00000	71016	5810	6510000	16-17	2,314.25	
				11/17/2016			0000063294			CARSON VALLEY INC.						2,314.25
11/17/16	0000063295	A		11/17/2016	CALIFORNIA BOILER	REPAIRS - OTHER	Building Maintenance-Re	01.0	00000.0	00000	04400	5640	6510000	16-17	1,319.80	
				11/17/2016			0000063295			CALIFORNIA BOILER						1,319.80
11/17/16	0000063296	A		11/17/2016	ELECTRIC CAR SALES & SERVICE	MISCELLANEOUS	Building Maintenance-Re	01.0	00000.0	00000	04400	4550	6510000	16-17	132.08	
				11/17/2016			0000063296			ELECTRIC CAR SALES & SERVICE INC						132.08
11/17/16	0000063297	A		11/18/2016	LANTZ, KAREN	BOOKS	Business-Commerce	01.0	00000.0	00000	02510	4320	0501000	16-17	23.97	
				11/17/2016			0000063297			LANTZ, KAREN						23.97
11/17/16	0000063298	A		11/18/2016	PETER SCHULZ	MISCELLANEOUS	Automotive	01.0	00000.0	00000	02600	5630	0960000	16-17	1,151.98	
				11/17/2016			0000063298			PETER SCHULZ						1,151.98
11/17/16	0000063299	A		11/18/2016	KIMBALL MIDWEST	MISCELLANEOUS	Automotive	01.0	00000.0	00100	02600	4325	0960000	16-17	1,318.78	
				11/17/2016			0000063299			KIMBALL MIDWEST						1,318.78

Stat: P=Pending, A=Active, C=Completed, X=Canceled

* Prior Year Payments

Report ID: LAPO009C

District: 64360

Purchase Orders/Buyouts To The Board for Ratification From : 07/01/2016 To 06/30/2017

Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified

Board List Purchase Order Report

CERRITOS COLLEGE

Page No. 21

Run Date: 12/03/2016

Run Time: 03:47:59AM

FY: 16-17

WEEKLY

Change															Distrib	
PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Amount	PO Amt
11/18/16	0000063300	A		11/18/2016	MATCO TOOLS	MISCELLANEOUS	Automotive	01.0	00000.0	00000	02600	4320	0960000	16-17	1,338.76	
						11/18/2016	0000063300			MATCO TOOLS						1,338.76
11/18/16	0000063301	A		11/29/2016	STAPLES ADVANTAGE	MISCELLANEOUS	Business-Comm erce	01.0	00000.0	00000	02510	6310	0501000	16-17	4,045.50	
						11/18/2016	0000063301			STAPLES ADVANTAGE						4,045.50
11/18/16	0000063302	A		11/18/2016	AIRWOLF 3D	INSTRUCTIONAL SUPPLIES	Eng and Rel Tech (Ind Tech)	01.3	00000.0	01000	71646	4320	0900000	16-17	2,175.64	
						11/18/2016	0000063302			AIRWOLF 3D						2,175.64
11/18/16	0000063303	C		11/18/2016	PALOMAR COLLEGE/	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	00000	70200	5210	6190000	16-17	275.00	
						11/18/2016	0000063303			PALOMAR COLLEGE/						275.00
11/18/16	0000063304	P		11/18/2016	SAN ANTONIO MARRIOTT	CONFERENCE AND TRAVEL	Auxiliary Operations	01.3	00000.0	00000	71200	5210	7000000	16-17	1,401.00	
						11/18/2016	0000063304			SAN ANTONIO MARRIOTT RIVERWALK						1,401.00
11/19/16	0000063305	A		11/21/2016	GONLED	CONTRACTED SERVICES	Building Maintenance-Re	41.0	00000.0	00000	72920	5810	6510000	16-17	1,980.00	
						11/19/2016	0000063305			GONLED						1,980.00
11/19/16	0000063306	C		11/21/2016	NATIONAL LEAGUE FOR NURSING	MEMBERSHIPS	Fiscal Operations	01.0	00000.0	00000	04200	5310	6721000	16-17	1,440.00	
						11/19/2016	0000063306			NATIONAL LEAGUE FOR NURSING						1,440.00
11/19/16	0000063307	C		11/21/2016	DEPARTMENT OF MOTOR VEHICLES	FEES, LICENSE	Transportation	01.0	00000.0	00000	04400	4610	6492000	16-17	10.00	
						11/19/2016	0000063307			DEPARTMENT OF MOTOR VEHICLES						10.00
11/19/16	0000063308	C		11/21/2016	LAKELAND FENCE CORP	CONTRACTED SERVICES	Grounds Maintenance-Re	41.0	00000.0	00000	71016	5810	6550000	16-17	1,110.11	
						11/19/2016	0000063308			LAKELAND FENCE CORP						1,110.11

Stat: P=Pending, A=Active, C=Completed, X=Canceled

* Prior Year Payments

Report ID: LAPO009C

District: 64360

Purchase Orders/Buyouts To The Board for Ratification From : 07/01/2016 To 06/30/2017

Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified

Board List Purchase Order Report

CERRITOS COLLEGE

Page No. 22

Run Date: 12/03/2016

Run Time: 03:47:59AM

FY: 16-17

WEEKLY

Change															Distrib	
PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Amount	PO Amt
11/19/16	0000063309	A		11/21/2016	ARCADIA, INC.	CONTRACTED SERVICES	Physical Property-Related	42.0	00000.0	00000	64055	6120	7100000	16-17	44,036.00	
						MISCELLANEOUS		42.0	00000.0	00000	64055	6120	7100000	16-17	40,221.00	
						11/19/2016	0000063309	ARCADIA, INC.							84,257.00	
11/21/16	0000063310	A		11/22/2016	BANK OF AMERICA	CONFERENCE AND TRAVEL	Board of Trustees	01.0	00000.0	01400	01100	5210	6005000	16-17	172.10	
						11/21/2016	0000063310	BANK OF AMERICA							172.10	
11/21/16	0000063311	A		11/21/2016	BANK OF AMERICA	CONFERENCE AND TRAVEL	General Administration	01.0	00000.0	00000	01200	5210	6006000	16-17	593.97	
						MISCELLANEOUS		01.0	00000.0	00000	01200	5210	6006000	16-17	-75.97	
						11/21/2016	0000063311	BANK OF AMERICA							518.00	
11/22/16	0000063312	A		11/22/2016	DIVERSIFIED BUSINESS SERVICES	NON-INSTRUCTIONAL SUPPLIES	Warehouse	01.0	00000.0	00000	04300	4510	6723000	16-17	270.87	
						11/22/2016	0000063312	DIVERSIFIED BUSINESS SERVICES							270.87	
11/22/16	0000063313	A		11/22/2016	BANK OF AMERICA	MISCELLANEOUS	Board of Trustees	01.0	00000.0	02100	01100	5210	6005000	16-17	301.28	
						11/22/2016	0000063313	BANK OF AMERICA							301.28	
11/22/16	0000063314	C		11/22/2016	RODGER'S CATERING	CATERING SERVICES	Center for Teaching	01.3	00000.0	01004	73460	4550	6195000	16-17	487.18	
						11/22/2016	0000063314	RODGER'S CATERING							487.18	
11/22/16	0000063315	C		11/22/2016	FRANTONE'S PIZZA	CATERING SERVICES	Center for Teaching	01.3	00000.0	01004	73460	4550	6195000	16-17	872.65	
						11/22/2016	0000063315	FRANTONE'S PIZZA							872.65	
11/22/16	0000063316	A		11/22/2016	CDW-GOVERNMENT INC	NON-INSTRUCTIONAL SUPPLIES	Mathematics	01.3	00000.0	00000	77671	4320	1700000	16-17	5,568.69	
								01.3	00000.0	00000	77671	6450	1700000	16-17	36,606.20	
						11/22/2016	0000063316	CDW-GOVERNMENT INC							42,174.89	

Stat: P=Pending, A=Active, C=Completed, X=Canceled

* Prior Year Payments

Report ID: LAPO009C

District: 64360

Purchase Orders/Buyouts To The Board for Ratification From : 07/01/2016 To 06/30/2017

Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified

Board List Purchase Order Report

CERRITOS COLLEGE

Page No. 23

Run Date: 12/03/2016

Run Time: 03:47:59AM

FY: 16-17

WEEKLY

Change															Distrib	
PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Amount	PO Amt
11/22/16	0000063317	C		11/22/2016	BOUVIER, PAM	CONTRACT SERVICES RENDERED	Oth Instr Sup Services	01.3	00000.0	04300	70200	5810	6190000	16-17	250.00	
				11/22/2016			0000063317			BOUVIER, PAM						250.00
11/22/16	0000063318	A		11/22/2016	ENGINEERICA SYSTEMS INC	SOFTWARE	Oth Instr Sup Services	01.3	00000.0	00000	70006	6310	6190000	16-17	2,275.00	
				11/22/2016			0000063318			ENGINEERICA SYSTEMS INC						2,275.00
11/22/16	0000063319	A		11/22/2016	APPLE INC	COMPUTER SUPP/EQUIP	Oth Instr Sup Services	01.3	00000.0	00000	70006	6460	6190000	16-17	6,902.20	
				11/22/2016			0000063319			APPLE INC						6,902.20
11/22/16	0000063320	A		11/22/2016	AAA FLAG AND BANNER MFG	OFFICE SUPPLIES	iFalcon	01.3	00000.0	03001	73460	4550	6194000	16-17	3,548.38	
				11/22/2016			0000063320			AAA FLAG AND BANNER MFG						3,548.38
11/22/16	0000063321	P		11/22/2016	AMAZON	NON-INSTRUCTIONAL SUPPLIES	Oth Instr Sup Services	01.3	00000.0	00000	77671	4550	6190000	16-17	24.98	
							PHysical Sciences	01.3	00000.0	00000	77671	6450	1900000	16-17	330.00	
				11/22/2016			0000063321			AMAZON						354.98
11/22/16	0000063322	A		11/22/2016	THERMO FISHER SCIENTIFIC	LABORATORY SUPP/EQUIP	Physical Sciences	01.3	00000.0	00000	71600	6450	1951000	16-17	6,168.40	
				11/22/2016			0000063322			THERMO FISHER SCIENTIFIC						6,168.40
11/22/16	0000063323	A		11/22/2016	RE-3D, INC.	INSTRUCTIONAL SUPPLIES	Eng and Rel Tech (Ind Tech)	01.3	00000.0	04700	70200	6450	0900000	16-17	2,786.62	
				11/22/2016			0000063323			RE-3D, INC.						2,786.62
11/22/16	0000063324	A		11/22/2016	GST INC	MISCELLANEOUS	Counseling	01.3	00000.0	00000	73400	6460	6300000	16-17	1,202.65	
				11/22/2016			0000063324			GST INC						1,202.65
11/22/16	0000063325	A		11/22/2016	MCM ELECTRONICS	OFFICE SUPPLIES	Media	01.0	00000.0	00000	01220	4550	6130000	16-17	34.84	

Stat: P=Pending, A=Active, C=Completed, X=Canceled

* Prior Year Payments

Report ID: LAPO009C

District: 64360

Purchase Orders/Buyouts To The Board for Ratification From : 07/01/2016 To 06/30/2017

Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified

Board List Purchase Order Report

CERRITOS COLLEGE

Page No. 24

Run Date: 12/03/2016

Run Time: 03:47:59AM

FY: 16-17

WEEKLY

Change															Distrib	
PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Amount	PO Amt
						11/22/2016	0000063325	MCM ELECTRONICS								34.84
11/22/16	0000063326	A		11/22/2016	B & H PHOTO VIDEO	OFFICE SUPPLIES	Media	01.0	00000.0	00000	01220	4550	6130000	16-17	28.29	
						11/22/2016	0000063326	B & H PHOTO VIDEO								28.29
11/22/16	0000063327	P		11/22/2016	NEED TO ADD VENDOR	OFFICE SUPPLIES	Media	01.0	00000.0	00000	01220	4550	6130000	16-17	13.35	
						11/22/2016	0000063327	NEED TO ADD VENDOR								13.35
11/22/16	0000063328	C		11/22/2016	ASHP	MISCELLANEOUS	Accreditation	01.0	00000.0	00000	02100	5810	6013000	16-17	2,500.00	
						11/22/2016	0000063328	ASHP								2,500.00
11/22/16	0000063329	C		11/22/2016	SCHINDLER ELEVATOR	REPAIRS - OTHER	Building Maintenance-Re	01.0	00000.0	00000	04400	5640	6510000	16-17	603.22	
						11/22/2016	0000063329	SCHINDLER ELEVATOR CORPORATION								603.22
11/22/16	0000063330	A		11/22/2016	CONTROL TECHNOLOGIES	CONTRACTED SERVICES	Building Maintenance-Re	01.0	00000.0	00000	04400	5810	6510000	16-17	1,302.50	
						11/22/2016	0000063330	CONTROL TECHNOLOGIES WEST, INC.								1,302.50
11/22/16	0000063331	A		11/22/2016	MORALES, RANDAL	CONTRACTED SERVICES	Accreditation	01.0	00000.0	00000	02100	5810	6013000	16-17	15,000.00	
						11/22/2016	0000063331	MORALES, RANDAL								15,000.00
11/22/16	0000063332	A		11/22/2016	OFFICE DEPOT/BUSINESS	NON-INSTRUCTIONAL SUPPLIES	Oth Instr Sup Services	01.3	00000.0	00000	76613	4550	6190000	16-17	90.83	
						11/22/2016	0000063332	OFFICE DEPOT/BUSINESS SVCS DIV								90.83
11/22/16	0000063333	C		11/29/2016	UNIVERSITY OF SOUTH CAROLINA	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	01000	71646	5210	6190000	16-17	2,400.00	
						11/22/2016	0000063333	UNIVERSITY OF SOUTH CAROLINA								2,400.00
11/22/16	0000063334	A		11/22/2016	AURORA	CONTRACTED SERVICES	Physical Property-Related	42.1	00000.0	00000	65040	6120	7100000	16-17	916.04	

Stat: P=Pending, A=Active, C=Completed, X=Canceled

* Prior Year Payments

Report ID: LAPO009C

District: 64360

Purchase Orders/Buyouts To The Board for Ratification From : 07/01/2016 To 06/30/2017

Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified

Board List Purchase Order Report

CERRITOS COLLEGE

Page No. 25

Run Date: 12/03/2016

Run Time: 03:47:59AM

FY: 16-17

WEEKLY

Change															Distrib	
PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Amount	PO Amt
						11/22/2016	0000063334	AURORA								916.04
11/22/16	0000063335	A		11/22/2016	AMERICAN APPRAISAL	CONTRACT CONSULTANTS	Purchasing	01.0	00000.0	00000	04300	5810	6722000	16-17	5,200.00	
						11/22/2016	0000063335	AMERICAN APPRAISAL ASSOCIATES								5,200.00
11/22/16	0000063336	A		11/22/2016	BATTERY SYSTEMS	BATTERIES	Custodial Services	01.0	00000.0	00000	04400	4550	6530000	16-17	1,114.55	
						11/22/2016	0000063336	BATTERY SYSTEMS								1,114.55
11/22/16	0000063337	P		11/22/2016	WOMEN MAKE MOVIES, INC.	MISCELLANEOUS	Interdisciplinary Studies	39.1	00000.0	00007	79850	6310	4900000	16-17	395.00	
						11/22/2016	0000063337	WOMEN MAKE MOVIES, INC.								395.00
11/22/16	0000063338	C		11/22/2016	DIVISION OF THE STATE ARCHITECTS	MISCELLANEOUS	Physical Property-Related	42.1	00000.0	00000	65061	6130	7100000	16-17	422,150.00	
						11/22/2016	0000063338	DIVISION OF THE STATE ARCHITECTS								422,150.00
11/22/16	0000063339	A		11/22/2016	PREFERRED LANDSCAPE, INC.	CONTRACTED SERVICES	Physical Property-Related	42.1	00000.0	00000	65039	6120	7100000	16-17	1,965.00	
						11/22/2016	0000063339	PREFERRED LANDSCAPE, INC.								1,965.00
11/22/16	0000063340	C		11/22/2016	DIVISION OF THE STATE ARCHITECTS	MISCELLANEOUS	Physical Property-Related	42.1	00000.0	00000	65061	6120	7100000	16-17	500.00	
						11/22/2016	0000063340	DIVISION OF THE STATE ARCHITECTS								500.00
11/22/16	0000063341	C		11/22/2016	DIVISION OF THE STATE ARCHITECTS	MISCELLANEOUS	Physical Property-Related	42.0	00000.0	00000	64038	6120	7100000	16-17	3,033.60	
						11/22/2016	0000063341	DIVISION OF THE STATE ARCHITECTS								3,033.60
11/23/16	0000063342	A		11/23/2016	BANK OF AMERICA	CONFERENCE AND TRAVEL	Board of Trustees	01.0	00000.0	02100	01100	5210	6005000	16-17	140.36	
						11/23/2016	0000063342	BANK OF AMERICA								140.36
11/23/16	0000063343	A		11/23/2016	BANK OF AMERICA	CONFERENCE AND TRAVEL	Board of Trustees	01.0	00000.0	01400	01100	5210	6005000	16-17	261.69	

Stat: P=Pending, A=Active, C=Completed, X=Canceled

* Prior Year Payments

Report ID: LAPO009C

District: 64360

Purchase Orders/Buyouts To The Board for Ratification From : 07/01/2016 To 06/30/2017

Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified

Board List Purchase Order Report

CERRITOS COLLEGE

Page No. 26

Run Date: 12/03/2016

Run Time: 03:47:59AM

FY: 16-17

WEEKLY

Change															Distrib	
PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Amount	PO Amt
						11/23/2016	0000063343	BANK OF AMERICA								261.69
11/28/16	0000063344	A		11/28/2016	BATHKE, JULIE	REIMBURSEMENT	Physical Therapy	01.0	00000.0	00000	02530	4320	1222000	16-17	190.01	
						11/28/2016	0000063344	BATHKE, JULIE								190.01
11/28/16	0000063345	A		11/28/2016	YALE CHASE MATERIALS	TIRES AND TUBES	Grounds Maintenance-Re	01.0	00000.0	00000	04400	4550	6550000	16-17	631.76	
						11/28/2016	0000063345	YALE CHASE MATERIALS								631.76
11/28/16	0000063346	A		11/28/2016	BUDGET RENT A CAR	RENTS/RENTALS	Letters	01.0	00000.0	00100	04400	5610	1551000	16-17	1,286.82	
						11/28/2016	0000063346	BUDGET RENT A CAR								1,286.82
11/29/16	0000063347	A		11/29/2016	CDW-GOVERNMENT INC	NON-INSTRUCTIONAL SUPPLIES	Oth Instr Sup Services	01.3	00000.0	00000	77671	4550	6190000	16-17	15.00	
							CIS	01.3	00000.0	00000	77671	6450	0700000	16-17	2,692.90	
						11/29/2016	0000063347	CDW-GOVERNMENT INC								2,707.90
11/29/16	0000063348	A		11/29/2016	CERRITOS COLLEGE FOUNDATION, THE	MISCELLANEOUS	Instructional Office	39.1	00000.0	00006	79850	7530	6016000	16-17	758.42	
						11/29/2016	0000063348	CERRITOS COLLEGE FOUNDATION, THE								758.42
11/29/16	0000063349	A		11/29/2016	KTS NETWORK SOLUTIONS	MISCELLANEOUS	Counseling	01.3	00000.0	00000	73400	6460	6300000	16-17	3,588.75	
						11/29/2016	0000063349	KTS NETWORK SOLUTIONS								3,588.75
11/29/16	0000063350	C		11/29/2016	STRAND, HANS	REIMBURSEMENT	Parking	39.5	00000.0	00000	79800	4550	6950000	16-17	109.58	
						11/29/2016	0000063350	STRAND, HANS								109.58
11/29/16	0000063351	A		11/29/2016	GST INC	MISCELLANEOUS	Counseling	01.3	00000.0	00000	73400	6460	6300000	16-17	5,099.49	
						11/29/2016	0000063351	GST INC								5,099.49

Stat: P=Pending, A=Active, C=Completed, X=Canceled

* Prior Year Payments

Report ID: LAPO009C

District: 64360

Purchase Orders/Buyouts To The Board for Ratification From : 07/01/2016 To 06/30/2017

Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified

Board List Purchase Order Report

CERRITOS COLLEGE

Page No. 27

Run Date: 12/03/2016

Run Time: 03:47:59AM

FY: 16-17

WEEKLY

Change															Distrib	
PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Amount	PO Amt
11/29/16	0000063352	A		11/29/2016	MISSION CRITICAL INFORMATION	BATTERIES	Parking	39.5	00000.0	00000	79800	4550	6950000	16-17	419.43	
				11/29/2016			0000063352			MISSION CRITICAL INFORMATION SYSTEMS						419.43
11/29/16	0000063353	P		11/29/2016	BANK OF AMERICA	LABORATORY SUPP/EQUIP	SEM-Chemistry	01.0	00000.0	00000	02570	4320	1956000	16-17	174.60	
				11/29/2016			0000063353			BANK OF AMERICA						174.60
11/29/16	0000063354	A		11/29/2016	GST INC	MISCELLANEOUS	Counseling	01.3	00000.0	00000	73400	6460	6300000	16-17	1,340.34	
				11/29/2016			0000063354			GST INC						1,340.34
11/29/16	0000063355	C		11/29/2016	NORM REEVES FORD SUPERSTORE	AUTOMOTIVE SUPP/EQUIP	Parking	39.5	00000.0	00000	79800	4550	6950000	16-17	51.95	
				11/29/2016			0000063355			NORM REEVES FORD SUPERSTORE						51.95
11/29/16	0000063356	A		11/29/2016	V & V MANUFACTURING,	REPAIRS - OTHER	Parking	39.5	00000.0	00000	79800	4550	6950000	16-17	39.19	
				11/29/2016			0000063356			V & V MANUFACTURING, INC.						39.19
11/29/16	0000063357	A		11/29/2016	GST INC	MISCELLANEOUS	Counseling	01.3	00000.0	00000	73400	6460	6300000	16-17	1,720.94	
				11/29/2016			0000063357			GST INC						1,720.94
11/29/16	0000063358	P		11/29/2016	BANK OF AMERICA	NON-INSTRUCTIONAL SUPPLIES	Admissions	01.0	00000.0	00000	03800	4320	6225000	16-17	99.99	
				11/29/2016			0000063358			BANK OF AMERICA						99.99
11/29/16	0000063359	A		11/29/2016	ELSEVIER SCIENCE USA	SUBSCRIPTIONS	Library	01.0	00000.0	00000	02220	6321	6120000	16-17	3,357.61	
				11/29/2016			0000063359			ELSEVIER SCIENCE USA						3,357.61
11/29/16	0000063360	A		11/29/2016	JSTOR	SUBSCRIPTIONS	Library	01.0	00000.0	00000	02220	6321	6120000	16-17	2,418.25	
				11/29/2016			0000063360			JSTOR						2,418.25

Stat: P=Pending, A=Active, C=Completed, X=Canceled

* Prior Year Payments

Report ID: LAPO009C

District: 64360

Purchase Orders/Buyouts To The Board for Ratification From : 07/01/2016 To 06/30/2017

Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified

Board List Purchase Order Report

CERRITOS COLLEGE

Page No. 28

Run Date: 12/03/2016

Run Time: 03:47:59AM

FY: 16-17

WEEKLY

Change															Distrib	
PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Amount	PO Amt
11/29/16	0000063361	A		11/29/2016	RAN GRAPHICS	ADVERTISING	Medical Assisting	01.0	00000.0	00000	02530	5830	1208000	16-17	55.42	
				11/29/2016			0000063361			RAN GRAPHICS						55.42
11/29/16	0000063362	A		11/29/2016	COMMUNITY PLAYTHINGS	INSTRUCTIONAL SUPPLIES	Child Development	01.3	00000.0	00000	70780	4320	6920000	16-17	1,075.50	
				11/29/2016			0000063362			COMMUNITY PLAYTHINGS						1,075.50
11/29/16	0000063363	A		11/29/2016	DYNATRONICS CORP	INSTRUCTIONAL SUPPLIES	Physical Therapy	01.0	00000.0	00000	02530	4320	1222000	16-17	101.06	
				11/29/2016			0000063363			DYNATRONICS CORP						101.06
11/29/16	0000063364	A		11/29/2016	DYNATRONICS CORP	INSTRUCTIONAL SUPPLIES	Physical Therapy	01.0	00000.0	00000	02530	4325	1222000	16-17	391.61	
				11/29/2016			0000063364			DYNATRONICS CORP						391.61
11/29/16	0000063365	C		11/29/2016	VAGABOND INN	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	00000	75285	5210	6190000	16-17	437.76	
				11/29/2016			0000063365			VAGABOND INN						437.76
11/29/16	0000063366	P		11/29/2016	BANK OF AMERICA	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	00000	75285	5210	6190000	16-17	360.00	
				11/29/2016			0000063366			BANK OF AMERICA						360.00
11/29/16	0000063367	A		11/29/2016	ACCREDITING COMMISSION FOR	MEMBERSHIPS	Fiscal Operations	01.0	00000.0	00000	04200	5310	6721000	16-17	39,846.00	
				11/29/2016			0000063367			ACCREDITING COMMISSION FOR						39,846.00
11/29/16	0000063368	A		11/29/2016	CITY OF LAKEWOOD	CONFERENCE AND TRAVEL	General Administration	01.0	00000.0	00100	01200	5210	6006000	16-17	90.00	
				11/29/2016			0000063368			CITY OF LAKEWOOD						90.00
11/29/16	0000063369	A		11/29/2016	HISPANIC ASSOCIATION OF	MEMBERSHIPS	Fiscal Operations	01.0	00000.0	00000	04200	5310	6721000	16-17	10,255.00	
				11/29/2016			0000063369			HISPANIC ASSOCIATION OF						10,255.00

Stat: P=Pending, A=Active, C=Completed, X=Canceled

* Prior Year Payments

Report ID: LAPO009C

District: 64360

Purchase Orders/Buyouts To The Board for Ratification From : 07/01/2016 To 06/30/2017

Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified

Board List Purchase Order Report

CERRITOS COLLEGE

Page No. 29

Run Date: 12/03/2016

Run Time: 03:47:59AM

FY: 16-17

WEEKLY

Change															Distrib	
PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Amount	PO Amt
11/29/16	0000063370	C		11/29/2016	THE GROWING PLACE	CONFERENCE AND TRAVEL	Child Development	01.3	00000.0	00000	70780	5210	6920000	16-17	560.00	
				11/29/2016			0000063370			THE GROWING PLACE						560.00
11/29/16	0000063371	A		11/29/2016	CALIFORNIA PEACE OFFICERS	CONFERENCE AND TRAVEL	Parking	39.5	00000.0	00000	79800	5210	6950000	16-17	90.00	
				11/29/2016			0000063371			CALIFORNIA PEACE OFFICERS ASSOCIATION, T						90.00
11/29/16	0000063372	A		11/29/2016	CHABOT-LAS POSITAS	CONFERENCE AND TRAVEL	Instructional Office	01.0	00000.0	00000	02100	5210	6016000	16-17	50.00	
				11/29/2016			0000063372			CHABOT-LAS POSITAS COMMUNITY COLLEGE DIS						50.00
11/29/16	0000063373	A		11/29/2016	CHABOT-LAS POSITAS	CONFERENCE AND TRAVEL	Instructional Office	01.0	00000.0	00000	02100	5210	6016000	16-17	75.00	
				11/29/2016			0000063373			CHABOT-LAS POSITAS COMMUNITY COLLEGE DIS						75.00
11/29/16	0000063374	C		11/30/2016	NASPA ANNUAL CONFERENCE	CONFERENCE AND TRAVEL	Auxiliary Operations	01.3	00000.0	00000	71200	5210	7000000	16-17	45.00	
				11/29/2016			0000063374			NASPA ANNUAL CONFERENCE						45.00
11/29/16	0000063375	C		11/30/2016	NASPA ANNUAL CONFERENCE	CONFERENCE AND TRAVEL	Auxiliary Operations	01.3	00000.0	00000	71200	5210	7000000	16-17	45.00	
				11/29/2016			0000063375			NASPA ANNUAL CONFERENCE						45.00
11/29/16	0000063376	P		11/30/2016	DANA ON MISSION BAY, THE	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	00000	72001	5210	6190000	16-17	1,410.00	
				11/29/2016			0000063376			DANA ON MISSION BAY, THE						1,410.00
11/29/16	0000063377	A		11/30/2016	ASSOCIATION OF COMMUNITY &	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	00000	72001	5210	6190000	16-17	1,675.00	
				11/29/2016			0000063377			ASSOCIATION OF COMMUNITY & CONTINUING ED						1,675.00
11/30/16	0000063378	A		12/01/2016	YOUNGS	HARDWARE, FASTENERS	Building Maintenance-Re	01.0	00000.0	00000	04400	4550	6510000	16-17	240.67	
				11/30/2016			0000063378			YOUNGS						240.67

Stat: P=Pending, A=Active, C=Completed, X=Canceled

* Prior Year Payments

Report ID: LAPO009C

District: 64360

Purchase Orders/Buyouts To The Board for Ratification From : 07/01/2016 To 06/30/2017

Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified

Board List Purchase Order Report

CERRITOS COLLEGE

Page No. 30

Run Date: 12/03/2016

Run Time: 03:47:59AM

FY: 16-17

WEEKLY

Change															Distrib	
PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Amount	PO Amt
11/30/16	0000063379	A		12/01/2016	SAL'S PLUMBING INC	REPAIRS - OTHER	Building Maintenance-Re	01.0	00000.0	00000	04400	5640	6510000	16-17	349.86	
				11/30/2016			0000063379			SAL'S PLUMBING INC						349.86
11/30/16	0000063380	A		12/01/2016	FAST DEER BUS CHARTER, INC.	CONTRACTED SERVICES	Education, General	01.0	00000.0	00000	04400	5810	0801000	16-17	14,505.42	
				11/30/2016			0000063380			FAST DEER BUS CHARTER, INC.						14,505.42
11/30/16	0000063381	A		12/01/2016	MARZOLA CONSTRUCTION CO.,	MISCELLANEOUS	Grounds Maintenance-Re	01.0	00000.0	00000	04400	4550	6550000	16-17	980.00	
				11/30/2016			0000063381			MARZOLA CONSTRUCTION CO., INC.						980.00
11/30/16	0000063382	A		12/01/2016	PACIFIC COAST CABLING	CONTRACTED SERVICES	Building Maintenance-Re	01.0	00000.0	00000	04400	5810	6510000	16-17	355.52	
				11/30/2016			0000063382			PACIFIC COAST CABLING						355.52
11/30/16	0000063383	A		12/01/2016	GARAVENTA LTD	MISCELLANEOUS	Physical Property-Related	42.0	00000.0	00000	64045	6120	7100000	16-17	10,859.00	
				11/30/2016			0000063383			GARAVENTA LTD						10,859.00
11/30/16	0000063384	A		12/01/2016	HILLYARD FLOOR CARE SUPPLY	JANITORIAL SUPP/EQUIP	Physical Property-Related	42.0	00000.0	00000	64045	6120	7100000	16-17	12,219.81	
				11/30/2016			0000063384			HILLYARD FLOOR CARE SUPPLY						12,219.81
11/30/16	0000063385	P		11/30/2016	BANK OF AMERICA	MISCELLANEOUS	Financial Aid Administration	01.3	00000.0	00000	71100	5210	6460000	16-17	149.20	
				11/30/2016			0000063385			BANK OF AMERICA						149.20
11/30/16	0000063386	A		11/30/2016	MGM GRAND HOTEL & CASINO	MISCELLANEOUS	Financial Aid Administration	01.3	00000.0	00000	71100	5210	6460000	16-17	936.32	
				11/30/2016			0000063386			MGM GRAND HOTEL & CASINO						936.32
11/30/16	0000063387	A		11/30/2016	CHABOT-LAS POSITAS	CONFERENCE AND TRAVEL	Instructional Office	39.1	00000.0	00006	79850	5210	6016000	16-17	100.00	
				11/30/2016			0000063387			CHABOT-LAS POSITAS COMMUNITY COLLEGE DIS						100.00

Stat: P=Pending, A=Active, C=Completed, X=Canceled

* Prior Year Payments

Report ID: LAPO009C

District: 64360

Purchase Orders/Buyouts To The Board for Ratification From : 07/01/2016 To 06/30/2017

Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified

Board List Purchase Order Report

CERRITOS COLLEGE

Page No. 31

Run Date: 12/03/2016

Run Time: 03:47:59AM

FY: 16-17

WEEKLY

Change															Distrib	
PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Amount	PO Amt
11/30/16	0000063388	P		11/30/2016	BANK OF AMERICA	INSTRUCTIONAL SUPPLIES	Arts	01.0	00000.0	00000	02520	4320	1052000	16-17	91.96	
				11/30/2016			0000063388			BANK OF AMERICA						91.96
11/30/16	0000063389	A		11/30/2016	MacDEVITT, JAMES	REIMBURSEMENT	Museums-Galleri es	01.0	00000.0	00000	02520	4550	6140000	16-17	559.27	
				11/30/2016			0000063389			MacDEVITT, JAMES						559.27
11/30/16	0000063390	A		11/30/2016	STEVENS,BRUCE A.	REPAIRS - OTHER	Music	01.0	00000.0	00000	02520	5630	1054000	16-17	185.00	
				11/30/2016			0000063390			STEVENS,BRUCE A.						185.00
11/30/16	0000063391	A		12/01/2016	OPTIO	MISCELLANEOUS	Physical Property-Related	41.1	00000.0	00002	73840	4550	7100000	16-17	337.90	
				11/30/2016			0000063391			OPTIO						337.90
11/30/16	0000063392	A		12/01/2016	MSC INDUSTRIAL SUPPLY	MACHINE SHOP SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	04700	70200	4320	0900000	16-17	642.20	
				11/30/2016			0000063392			MSC INDUSTRIAL SUPPLY						642.20
11/30/16	0000063393	P		11/30/2016	AMAZON	MACHINE SHOP SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	04700	70200	4320	0900000	16-17	537.55	
				11/30/2016			0000063393			AMAZON						537.55
11/30/16	0000063394	A		12/01/2016	EandM	MACHINE SHOP SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	04700	70200	4320	0900000	16-17	662.28	
				11/30/2016			0000063394			EandM						662.28
11/30/16	0000063395	A		11/30/2016	LOCK, BRADLEY	DRAMA SUPP/EQUIP	Theater	01.0	00000.0	00000	02520	4320	1055000	16-17	170.94	
				11/30/2016			0000063395			LOCK, BRADLEY						170.94
11/30/16	0000063396	A		12/01/2016	PRACTICE MANAGEMENT	BOOKS	Health	01.3	00000.0	04500	70200	4320	1200000	16-17	3,933.74	
				11/30/2016			0000063396			PRACTICE MANAGEMENT INFORMATION CORP.						3,933.74

Stat: P=Pending, A=Active, C=Completed, X=Canceled

* Prior Year Payments

Report ID: LAPO009C

District: 64360

Board List Purchase Order Report

CERRITOS COLLEGE

Page No. 32

Run Date: 12/03/2016

Run Time: 03:47:59AM

FY: 16-17

Purchase Orders/Buyouts To The Board for Ratification From : 07/01/2016 To 06/30/2017

Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified

WEEKLY

Change															Distrib	
PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Amount	PO Amt
11/30/16	0000063397	A		12/01/2016	SIGMA-ALDRICH, INC.	LABORATORY SUPP/EQUIP	SEM-Chemistry	01.0	00000.0	00000	02570	4320	1956000	16-17	1,511.73	
				11/30/2016			0000063397			SIGMA-ALDRICH, INC.						1,511.73
11/30/16	0000063398	A		12/01/2016	HAAS FACTORY OUTLET	MACHINE SHOP SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	04700	70200	6450	0900000	16-17	1,297.10	
				11/30/2016			0000063398			HAAS FACTORY OUTLET						1,297.10
11/30/16	0000063399	A		12/01/2016	KI	FURNITURE, SCHOOL	Physical Sciences	01.0	00000.0	00000	02570	6450	1951000	16-17	1,389.27	
				11/30/2016			0000063399			KI						1,389.27
11/30/16	0000063400	P		11/30/2016	NEED TO ADD VENDOR	LABORATORY SUPP/EQUIP	SEM-Biology	01.0	00000.0	00000	02570	4320	1966000	16-17	7.45	
				11/30/2016			0000063400			NEED TO ADD VENDOR						7.45
11/30/16	0000063401	A		12/01/2016	FLINN SCIENTIFIC INC	LABORATORY SUPP/EQUIP	SEM-Chemistry	01.0	00000.0	00000	02570	4320	1956000	16-17	197.89	
				11/30/2016			0000063401			FLINN SCIENTIFIC INC						197.89
11/30/16	0000063402	A		12/01/2016	VERNIER SOFTWARE	LABORATORY SUPP/EQUIP	SEM-Chemistry	01.0	00000.0	00000	02570	4320	1956000	16-17	1,608.84	
				11/30/2016			0000063402			VERNIER SOFTWARE						1,608.84
11/30/16	0000063403	A		12/01/2016	BARNES & NOBLE	MISCELLANEOUS	Health Services	69.0	00000.0	00000	03310	4550	6440000	16-17	347.71	
				11/30/2016			0000063403			BARNES & NOBLE						347.71
11/30/16	0000063404	A		11/30/2016	HARRIS LINDA	LABORATORY SUPP/EQUIP	SEM-Biology	01.0	00000.0	00000	02570	4320	1966000	16-17	316.45	
				11/30/2016			0000063404			HARRIS LINDA						316.45
11/30/16	0000063405	A		12/01/2016	MSC INDUSTRIAL SUPPLY	MACHINE SHOP SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	04700	70200	4320	0900000	16-17	91.03	
								01.3	00000.0	04700	70200	6450	0900000	16-17	596.19	

Stat: P=Pending, A=Active, C=Completed, X=Canceled

* Prior Year Payments

Report ID: LAPO009C

District: 64360

Purchase Orders/Buyouts To The Board for Ratification From : 07/01/2016 To 06/30/2017

Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified

Board List Purchase Order Report

CERRITOS COLLEGE

Page No. 33

Run Date: 12/03/2016

Run Time: 03:47:59AM

FY: 16-17

WEEKLY

Change															Distrib	
PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Amount	PO Amt
						11/30/2016	0000063405	MSC INDUSTRIAL SUPPLY								687.22
11/22/16	15C0253	A		11/22/2016	ANDARY, GARY J.	CONTRACT CONSULTANTS	Child Development	01.0	00000.0	00000	02700	5810	6920000	16-17	3,000.00	
						11/22/2016	15C0253	ANDARY, GARY J.								3,000.00
11/02/16	16C0007	A		11/02/2016	MOORE IACOFANO GOLTSMAN, INC.	CONTRACTED SERVICES	Instructional Office	01.0	00000.0	00000	02100	5110	6016000	16-17	139,565.00	
						11/02/2016	16C0007	MOORE IACOFANO GOLTSMAN, INC. DBA								139,565.00
11/01/16	16C0046A	A		11/01/2016	DREW, ELIANA	MISCELLANEOUS	Community Service Classes	39.2	00000.0	00000	02310	5810	6820000	16-17	2,150.00	
						11/01/2016	16C0046A	DREW, ELIANA								2,150.00
11/14/16	16C0065	A		11/14/2016	ARREOLA, VICTOR	CONTRACTED SERVICES	Apprenticeships-Field Ironwork	01.3	00000.0	00000	72340	5810	0909000	16-17	38,000.00	
						11/14/2016	16C0065	ARREOLA, VICTOR								38,000.00
11/03/16	16C0077	A		11/03/2016	CITIHOUSING REAL ESTATE SERVICES	MISCELLANEOUS	Community Service Classes	39.2	00000.0	00000	02310	5810	6820000	16-17	2,000.00	
						11/03/2016	16C0077	CITIHOUSING REAL ESTATE SERVICES								2,000.00
11/17/16	16C0081	A		11/17/2016	DOWNEY UNIFIED SCHOOL DISTRICT	MISCELLANEOUS	Oth Instr Sup Services	01.3	00000.0	00000	70310	5810	6190000	16-17	500.00	
						11/17/2016	16C0081	DOWNEY UNIFIED SCHOOL DISTRICT								500.00
11/17/16	16C0084	A		11/17/2016	PARAMOUNT UNIFIED SCHOOL	MISCELLANEOUS	Oth Instr Sup Services	01.3	00000.0	00000	70310	5810	6190000	16-17	500.00	
						11/17/2016	16C0084	PARAMOUNT UNIFIED SCHOOL DISTRICT								500.00
11/10/16	16C0086	A		11/10/2016	LIEBERT CASSIDY WHITMORE	MISCELLANEOUS	General Administration	01.0	00000.0	00000	01200	5810	6006000	16-17	500.00	
						11/10/2016	16C0086	LIEBERT CASSIDY WHITMORE								500.00
11/07/16	16C0089	C	2	11/07/2016	DUFFY, RITA	MISCELLANEOUS	Women's Studies	01.0	00000.0	00000	02540	5810	2201100	16-17	1,000.00	

Stat: P=Pending, A=Active, C=Completed, X=Canceled

* Prior Year Payments

Report ID: LAPO009C

District: 64360

Purchase Orders/Buyouts To The Board for Ratification From : 07/01/2016 To 06/30/2017

Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified

Board List Purchase Order Report

CERRITOS COLLEGE

Page No. 34

Run Date: 12/03/2016

Run Time: 03:47:59AM

FY: 16-17

WEEKLY

Change															Distrib	
PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Amount	PO Amt
11/07/16	16C0089	C	2	11/07/2016	DUFFY, RITA	MISCELLANEOUS	District	01.0	00000.0	00000	00000	9558	0000000	16-17	-300.00	
						11/07/2016	16C0089		DUFFY, RITA							700.00
11/10/16	16P001	A		11/14/2016	RDM ELECTRIC CO., INC.	CONTRACTED SERVICES	Physical Property-Related	42.1	00000.0	00000	65050	6220	7100000	16-17	417,000.00	
						11/10/2016	16P001		RDM ELECTRIC CO., INC.							417,000.00
11/10/16	16P002-03	A		11/14/2016	ANDERSON CHARNESKY	CONTRACTED SERVICES	Physical Property-Related	42.1	00000.0	00000	65057	6220	7100000	16-17	1,808,225.00	
						11/10/2016	16P002-03		ANDERSON CHARNESKY STRUCTURAL STEEL, INC							1,808,225.00
11/10/16	16P002-04	A		11/14/2016	FIX PAINTING CO.	CONTRACTED SERVICES	Physical Property-Related	42.1	00000.0	00000	65057	6220	7100000	16-17	310,000.00	
						11/10/2016	16P002-04		FIX PAINTING CO.							310,000.00
11/10/16	16P002-05	A		11/14/2016	RDM ELECTRIC CO., INC.	CONTRACTED SERVICES	Physical Property-Related	42.1	00000.0	00000	65057	6220	7100000	16-17	525,000.00	
						11/10/2016	16P002-05		RDM ELECTRIC CO., INC.							525,000.00
11/09/16	62366A	C		11/09/2016	SUN PAC STORAGE CONTAINERS, INC.	CONTRACTED SERVICES	Building Maintenance-Re	01.0	00000.0	00000	04400	5810	6510000	16-17	37.31	
						11/09/2016	62366A		SUN PAC STORAGE CONTAINERS, INC.							37.31
11/02/16	62654A	C		11/02/2016	BANK OF AMERICA	CONFERENCE AND TRAVEL	Academic-Facult y Senate	01.0	00000.0	00000	01300	5210	6030000	16-17	1,350.00	
						11/02/2016	62654A		BANK OF AMERICA							1,350.00
11/02/16	62845A	C		11/02/2016	BANK OF AMERICA	CONFERENCE AND TRAVEL	Parking	39.5	00000.0	00000	79800	5210	6950000	16-17	2,321.97	
						11/02/2016	62845A		BANK OF AMERICA							2,321.97
11/22/16	63108A	P		11/22/2016	BANK OF AMERICA	COSMETOLOGY SUPP/EQUIP	Division Office	01.0	00000.0	00000	02600	4320	0951000	16-17	479.94	
						11/22/2016	63108A		BANK OF AMERICA							479.94

Stat: P=Pending, A=Active, C=Completed, X=Canceled

* Prior Year Payments

Report ID: LAPO009C

District: 64360

Purchase Orders/Buyouts To The Board for Ratification From : 07/01/2016 To 06/30/2017

Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified

Board List Purchase Order Report

CERRITOS COLLEGE

Page No. 35

Run Date: 12/03/2016

Run Time: 03:47:59AM

FY: 16-17

WEEKLY

Change															Distrib	
PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Amount	PO Amt
11/21/16	63144A	P		11/21/2016	AMAZON	INSTRUCTIONAL SUPPLIES	Child Development	01.3	00000.0	00000	70780	4320	6920000	16-17	39.98	
				11/21/2016			63144A		AMAZON							39.98
11/23/16	63342A	A		11/23/2016	BANK OF AMERICA	CONFERENCE AND TRAVEL	Board of Trustees	01.0	00000.0	02100	01100	5210	6005000	16-17	280.72	
				11/23/2016			63342A		BANK OF AMERICA							280.72
11/08/16	APO160416	A		11/08/2016	FOLLETT BOOKSTORE #603	BOOKS	Tutoring	01.3	00000.0	01008	73460	4550	6491000	16-17	2,500.00	
				11/08/2016			APO160416		FOLLETT BOOKSTORE #603							2,500.00
11/14/16	APO160417	A		11/14/2016	SPEEDPRO IMAGING	MISCELLANEOUS	Child Development	01.3	00000.0	00000	70770	4550	6920000	16-17	2,500.00	
				11/14/2016			APO160417		SPEEDPRO IMAGING							2,500.00
11/16/16	APO160418	A		11/17/2016	OFFICE DEPOT/BUSINESS	OFFICE SUPPLIES	Fiscal Operations	01.3	00000.0	00000	74500	4550	6720000	16-17	1,000.00	
				11/16/2016			APO160418		OFFICE DEPOT/BUSINESS SVCS DIV							1,000.00
11/17/16	C101127-68	A		11/17/2016	TILDEN-COIL CONSTRUCTORS INC	CONTRACTED SERVICES	Physical Property-Related	42.1	00000.0	00000	65060	6220	7100000	16-17	127,150.00	
				11/17/2016			C101127-68		TILDEN-COIL CONSTRUCTORS INC							127,150.00

Total by District : 64360

4,610,377.49

4,610,377.49

End of Report LAPO009C

Stat: P=Pending, A=Active, C=Completed, X=Canceled

* Prior Year Payments

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **January 18, 2017**

Agenda Item No. 37

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Noorali Delawalla
Director of Fiscal Services

SUBJECT: Consideration of Ratification of General Fund, Special Reserve Funds, Restricted Funds, Financial Aid Fund, and Payroll Clearance Fund Warrants for the Quarter Ending December 31, 2016

ACTION

It is recommended that the Board of Trustees ratify General Fund, Special Reserve Funds, Restricted Funds, Financial Aid Fund, and Payroll Clearance Fund Warrants for the quarter ending December 31, 2016.

FISCAL IMPACT

The items are budgeted in the General Fund.

REPORT SUMMARY

It is recommended that the Board of Trustees ratify the following warrants for the quarter ending December 31, 2016:

- 8,976 Payroll "A" Warrants, which are employee paychecks that originate from the payroll department, totaling \$25,360,902.15; and
- 2,557 Other "B" Warrants, which are checks to vendors that originate from the accounts payable department, totaling \$16,810,742.34.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

None.

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **January 18, 2017**

Agenda Item No. 38

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Dr. Adriana Flores-Church
Vice President of Human
Resources/Assistant Superintendent

SUBJECT:	Consideration of Approval and/or Ratification of Employment of Classified, Short-Term, Substitute, Professional Expert, and/or Student Hourly as needed for 2016-2017 Academic Year

ACTION

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

FISCAL IMPACT

No additional financial effect. This is budgeted in the General Fund. Some positions are Categorically or Specially funded as indicated.

REPORT SUMMARY

The attached list of classified, short-term, substitute, professional expert, and/or student hourly personnel is submitted for approval and/or ratification of employment.

The Office of Human Resource Services has received and completed the processing of Employment Request forms for the employment of classified, short-term, substitute, professional expert, and/or student hourly personnel as indicated on the attached list.

All requirements for employment processing have been completed and the Office of Human Resource Services has cleared the individuals for employment.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

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

EMPLOYMENT OF CLASSIFIED, SHORT-TERM, SUBSTITUTE, PROFESSIONAL EXPERT, AND/OR STUDENT HOURLY PERSONNEL

I. Classified Employment

Administrative Secretary II (Admissions & Records), Classified Salary Schedule: Grade 34, Step 3 (\$4,494.00/month), effective date: April 1, 2017: Markey, Marissa

Child Development Center Food Service Specialist, Full-Time 12-month position (Child Development Center), CDC Salary Schedule: Grade 5, Step 2 (\$2,455/month), effective: January 19, 2017: Sanchez, Alba

Custodian (Facilities), Classified Salary Schedule: Grade 23, Step 1 (\$3,341.00/month, Includes 5% shift differential) effective date: XXX [Name to be provided on the Revision]

Custodian (Facilities), Classified Salary Schedule: Grade 23, Step 1 (\$3,341.00/month, Includes 5% shift differential) effective date: XXX [Name to be provided on the Revision]

Educational Partnership Coordinator (Educational Partnerships & Program), Classified Salary Schedule: Grade 43, Step 1 (\$5,052.00/month), effective date: XXX [Name to be provided on the Revision]

Library Technical Clerk (Library), Classified Salary Schedule: Grade 25, Step 1 (\$3,332.00/month), effective date: XXX [Name to be provided on the Revision]

Research Analyst (IERP), Classified Salary Schedule: Grade 48, Step 1 (\$5,679.00/month), effective date: XXX [Name to be provided on the Revision] (2 positions)

Out-of-Class* assignment as Administrative Secretary II Grade 34, Step 5 + L1, 50% (\$4,940.78/month, includes 5% Out-of-Class) effective November 8, 2016 not to exceed January 13, 2017: *Lucia Romero*

Out-of-Class* assignment as Administrative Secretary II Grade 34, Step 5 + L2, 50% (\$5,187.81/month, includes 5% Out-of-Class) effective November 14, 2016 not to exceed January 13, 2017: *Lucy Self*

** Classified employees required to work in a higher classification according to the provisions of Administrative Procedure 7233 (AP 7233) and Article 5.12 of the CSEA collective bargaining agreement, shall qualify for "out-of-class" pay and their salary be adjusted upward for the entire period required to work out-of-classification.*

* Categorically Funded

** Specially Funded

II. Short-term hourly employment (as needed), variable hours per day not to exceed 25 hours a week, for a period not to exceed June 30, 2017, or 175 total workdays, whichever occurs first

<u>Name</u>	<u>Unit</u>	<u>Classification</u>	<u>Rate</u>	<u>Cleared for Employment</u>
Alexander, Tali Rushawn*	Financial Aid	Secretary Clerk	\$10.94/hr	01/03/17
Alexander, Tali Rushawn*	Financial Aid	Instructional Aide II	\$13.30/hr	01/03/17
Alvarez, Gisela	Health Occupations	Instructional Aide I	\$10.50/hr (1)	01/03/17
Avalos, Angel Anthony	Facilities	Custodian	\$10.50/hr	01/03/17
Avalos, Anyssa*	EOPS/CARE	Student Affairs Assistant	\$14.32/hr	01/03/17
Besse, Trevor Michael	Campus Police	Cadet I	\$10.50/hr	12/21/16
Bodkin, Harold	Success Center	Instructional Aide II	\$13.30/hr (1)	01/03/17
Bryant, Devionne S	Success Center	Instructional Aide II	\$13.30/hr (1)	01/03/17
Burt, Monique**	CalWORKs	Program Assistant II	\$11.78/hr	01/03/17
De la Torre, Gloria*	Adult Education	Program Facilitator	\$14.32/hr	01/03/17
Gallardo, Saul	Campus Police	Cadet I	\$10.50/hr	12/07/16
Gibson, Tyler Grant*	Financial Aid	Secretary Clerk	\$10.94/hr	01/03/17
Gonzalez, Patricia	Success Center	Instructional Aide II	\$13.30/hr (1)	01/03/17
Guerrero, Lida Patricia**	CalWORKs	Program Assistant II	\$11.78/hr	12/22/16
Guzman, Jonathan *	Adult Education	Secretary Clerk	\$10.94/hr	01/03/17
Haas, Jane	Success Center	Instructional Aide II	\$13.30/hr (1)	01/03/17
Hawkins, Valerie Shanell**	CalWORKs	Secretary Clerk	\$10.94/hr	01/03/17
Hinton, Olivia**	EPP	Instructional Aide II	\$13.30/hr (1)	01/03/17
Loaiza, Anayely*	Adult Education	Program Facilitator	\$14.32/hr	01/03/17
Macias, Jorge A	Campus Police	Cadet III	\$10.92/hr	12/09/16
Mack-Talalemotu, Destiny T	Success Center	Instructional Aide I	\$10.50/hr (1)	12/21/16
Martin, Patrick	SEM	Instructional Aide I	\$10.50/hr (1)	12/21/16
Mellana, Thomas Daniel **	Community Education	Community Education Specialist	\$30.27/hr	01/03/17
Mendoza, Dina**	CalWORKs	Program Assistant II	\$11.78/hr	12/22/16
Nguyen, Henry*	EOPS/CARE	Instructional Aide II	\$13.97/hr (2)	12/21/16
Nieto, Wendy*	Adult Education	Program Facilitator	\$14.32/hr	11/22/16

* Categorically Funded

** Specially Funded

Palencia, Mireya*	EOPS/CARE	Instructional Aide II	\$13.97/hr (2)	12/21/16
Pasillas, Crystal Janelle	Health Occupations	Cashier	\$10.50/hr	12/22/16
Salazar, Felicitas*	Adult Education	Program Facilitator	\$14.32/hr	11/22/16
Sanchez, Monica*	CaWORKs	Instructional Aide II	\$13.30/hr	12/21/16
Sanchez, Susan	Health Occupations	Instructional Aide I	\$10.91/hr (3)	12/21/16
Smith, Kevin*	EOPS/CARE	Student Affairs Assistant	\$14.32/hr	12/21/16
Sohail, Nadia Bano*	Financial Aid	Division Clerk	\$10.50/hr	12/22/16
Stiles, Ian Christopher	Success Center	Instructional Aide II	\$13.30/hr (1)	11/29/16
Uriarte, Javier*	EOPS/CARE	Student Affairs Assistant	\$14.32/hr	12/22/16
Valladolid Vergara, Cinthya**	CaWORKs	Program Assistant II	\$11.78/hr	12/22/16
Van, Hong Alyce*	DSPS	Special Education Aide	\$10.50/hr	12/21/16
Velderrain, Mark Frank	Facilities	Custodian	\$10.50/hr	12/22/16
Villasenor, Oneyra Azucena*	Financial Aid	Secretary Clerk	\$10.94/hr	12/09/16
Villegas, Maria Isabel*	Financial Aid	Instructional Aide II	\$13.30/hr	12/22/16

* Categorically Funded

** Specially Funded

Presented to the Board of Trustees: January 18, 2017

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **January 18, 2017**

Agenda Item No. 39

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Dr. Adriana Flores-Church
Vice President of Human Resources
Assistant Superintendent

SUBJECT: Consideration of Approval of Employment of Temporary and/or Substitute Hourly Faculty Personnel, as needed for 2016-2017 Academic Year

ACTION

It is recommended that the Board of Trustees approve the employment of temporary and/or substitute hourly faculty personnel as needed for the 2016-2017 academic year and as presented on the attached list.

FISCAL IMPACT

No additional financial effect. This is budgeted in the General Fund.

REPORT SUMMARY

The attached list of Temporary and/or Substitute Hourly Faculty Personnel is submitted for approval of employment.

The Office of Human Resource Services has received and completed the processing of employment request forms for the employment of temporary and/or substitute hourly faculty personnel as indicated on the attached list.

All requirements for employment processing have been completed and the Office of Human Resource Services cleared the individuals for employment.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

Employment of Faculty, Temporary Part-Time 2016-2017 Academic Year

FACULTY: TEMPORARY PART-TIME 2016-2017 ACADEMIC YEAR

I. ADULT EDUCATION & DIVERSITY PROGRAMS

Part-Time Instructors

<u>Name</u>	<u>Status*</u>	<u>Discipline</u>	<u>Salary Placement**</u>	<u>Rate</u>
Girgis, Renee	NH	Adult Education	1AB	58.96
Mackay, Scott	RE	Preparatory Math	4BM	71.20

II. BUSINESS EDUCATION, HUMANITIES, SOCIAL SCIENCES

Part-Time Instructors

<u>Name</u>	<u>Status*</u>	<u>Discipline</u>	<u>Salary Placement**</u>	<u>Rate</u>
Azmy, Tarek	NH	Administration of Justice	1AM	61.03
Calvert, Joe	NH	Paralegal	1AD	63.16
Clansy, Andre	NH	Administration of Justice	1AM	61.03
Karpenski, Joseph	RE	History	1BM	61.03
Keats, Lauren	NH	Psychology	1AD	63.16
Latson, Jack	RE	History	4AM	71.20
Orlovska, Kseniya	NH	Psychology	1AM	61.03
Pesanti, Keri	RE	Psychology	6BD	79.31
Ramdass, Jeff	NH	Psychology	1AM	61.03
Rheame, Laura	NH	Educational Technology	1AM	61.03
Serrano, Jenny	RE	Political Science	2AM	64.43
Sonnier, Greta	RE	Business Administration	1BD	63.16
Wolfe, John	NH	Administration of Justice	1AM	61.03
Ysais, Michelle	RE	Sociology	6BD	79.31

II. FINE ARTS/COMMUNICATIONS

Part-Time Instructors

<u>Name</u>	<u>Status*</u>	<u>Discipline</u>	<u>Salary Placement**</u>	<u>Rate</u>
Prell, Jerry	RE	Theatre	4AM	71.20
Ramos, Leda	NH	Art History	1AM	61.03

III. HEALTH OCCUPATIONS

Part-Time Instructors

<u>Name</u>	<u>Status*</u>	<u>Discipline</u>	<u>Salary Placement**</u>	<u>Rate</u>
Black, Kathleen	RE	Child Development	3AM	67.81
Brown, Malinda	RE	Physical Therapist Assistant	6BM	76.64
Kane, Raenie	NH	Medical Assisting	1AB	58.96
Myers, Kathy	RE	Child Development	1BM	61.03

* NH=New Hire, RE=Reemployed

O'Neill, Cindy	RE	Child Development	1BM	61.03
Pullman, Stephanie	RE	Child Development	1AM	61.03
Rogers, Pamela	RE	Child Development	1BM	61.03
Rozak, Tennille	NH	Dental Hygiene	1AD	63.16
Shah, Saba	RE	Child Development	1BM	61.03
Stewart, Tiesha	RE	Child Development	1AD	63.16
Tawadros, Yousif	NH	Medical Assisting	1AB	58.96

III. LIBERAL ARTS

Part-Time Instructors			Salary	
<u>Name</u>	<u>Status*</u>	<u>Discipline</u>	<u>Placement**</u>	<u>Rate</u>
Berteau, Cynthia	RE	ESL	3AM	67.81
Buzatu, Anamaria	NH	Spanish	1AM	61.03
Graham, Ashley	NH	Speech	1AM	61.03
Hammond, Robert	NH	English	1AM	61.03
Journey, Journey	NH	Speech	1AM	61.03
Salgado, Martin	RE	English	1BM	61.03
Torres-Guimaraes, Nancy	RE	English	3AM	67.81

IV. LIBRARY/STUDENT SUCCESS

Part-Time Instructors			Salary	
<u>Name</u>	<u>Status*</u>	<u>Discipline</u>	<u>Placement**</u>	<u>Rate</u>
Fonseca, Lorena	NH	Success Center - Math	1AM	61.03

V. SCIENCE, ENGINEERING, MATHEMATICS

Part-Time Instructors			Salary	
<u>Name</u>	<u>Status*</u>	<u>Discipline</u>	<u>Placement**</u>	<u>Rate</u>
Aguiniga, Javier	RE	Mathematics	2AM	64.43
Buschauer, Robert	RE	Physics	6BM	76.64
Conley, John	RE	Geography	2AM	64.43
Hayter, Joshua	RE	Computer Science	1BM	61.03
Konefsky, Bob	NH	Computer Science	1AM	61.03
Mason, Erica	NH	Biology	1AM	61.03

VI. TECHNOLOGY

Part-Time Instructors			Salary	
<u>Name</u>	<u>Status*</u>	<u>Discipline</u>	<u>Placement**</u>	<u>Rate</u>
Hogan, David	RE	Woodworking	6BB	74.04
Koford, Brian	RE	Woodworking	6BB	74.04

* NH=New Hire, RE=Reemployed

VI. STUDENT SERVICES - COUNSELING

Part-Time Instructors

<u>Name</u>	<u>Status*</u>	<u>Discipline</u>	<u>Salary Placement**</u>	<u>Rate</u>
Bobadilla, Lizett	NH	EOPS Counseling	1CM	49.14

* NH=New Hire, RE=Reemployed

** Instructors:

1AB=1st Semester-Bachelors, 1AM=1st Semester-Masters, 1AD=1st Semester-Doctorate
 1BB=2nd Semester-Bachelors, 1BM=2nd Semester-Masters, 1BD=2nd Semester-Doctorate
 2AB=3rd Semester-Bachelors, 2AM=3rd Semester-Masters, 2AD=3rd Semester-Doctorate
 2BB=4th Semester-Bachelors, 2BM=4th Semester-Masters, 2BD=4th Semester-Doctorate
 3AB=5th Semester-Bachelors, 3AM=5th Semester-Masters, 3AD=5th Semester-Doctorate
 3BB=6th Semester-Bachelors, 3BM=6th Semester-Masters, 3BD=6th Semester-Doctorate
 4AB=7th Semester-Bachelors, 4AM=7th Semester-Masters, 4AD=7th Semester-Doctorate
 4BB=8th Semester-Bachelors, 4BM=8th Semester-Masters, 4BD=8th Semester-Doctorate
 5AB=9th Semester-Bachelors, 5AM=9th Semester-Masters, 5AD=9th Semester-Doctorate
 5BB=10th Semester-Bachelors, 5BM=10th Semester-Masters, 5BD=10th Semester-Doctorate
 6AB=11th Semester-Bachelors, 6AM=11th Semester-Masters, 6AD=11th Semester-Doctorate
 6BB=>12 Semesters-Bachelors, 6BM=>12 Semesters-Masters, 6BD=>12 Semesters-Doctorate

Counselors and Librarians:

1CM=1st Semester-Masters, 1CD=1st Semester-Doctorate
 1DM=2nd Semester-Masters, 1DD=2nd Semester-Doctorate
 2CM=3rd Semester-Masters, 2CD=3rd Semester-Doctorate
 2DM=4th Semester-Masters, 2DD=4th Semester-Doctorate
 3CM=5th Semester-Masters, 3CD=5th Semester-Doctorate
 3DM=6th Semester-Masters, 3DD=6th Semester-Doctorate
 4CM=7th Semester-Masters, 4CD=7th Semester-Doctorate
 4DM=>8 Semesters-Masters, 4DD=>8 Semesters-Doctorate

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **January 18, 2017**

Agenda Item No. 40

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Dr. Adriana Flores-Church
Vice President of Human
Resources/Assistant Superintendent

SUBJECT:	Consideration of Ratification of Employee Resignations (Including Separations and Retirements) Accepted by the President/Superintendent

ACTION

It is recommended that the Board of Trustees ratify the attached list of resignations accepted by the President/Superintendent according to Board Policy 7350.

FISCAL IMPACT

No fiscal impact.

REPORT SUMMARY

The employees included on the attached list have given notice of their separation from employment. The Office of Human Resource Services received the notices and informed the President. The President accepted the resignations and provided written notification to each employee in accordance with Board Policy 7350.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

Employee Resignations (Including Separations and Retirements) Accepted by the President

**EMPLOYEE RESIGNATIONS (INCLUDING SEPARATIONS AND
RETIREMENTS) ACCEPTED BY THE PRESIDENT
Board Policy 7350**

<u>Name</u>	<u>Unit</u>	<u>Classification</u>	<u>Effective Date</u>
1) Edwards, Annabelle	Academic Affairs	Administrative Assistant	1/3/2017

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **January 18, 2017**

Agenda Item No. 41

FROM:

Dr. Jose Fierro
President/Superintendent

SUBJECT: Consideration of Approval of Citizens' Bond Oversight Committee Membership

ACTION

It is recommended that the Board approve the appointment of Phillip Herrera to the Citizens' Bond Oversight Committee as the student member for a two-year term effective January 19, 2017.

FISCAL IMPACT

No financial impact.

REPORT SUMMARY

According to the adopted Citizens' Bond Oversight Committee Bylaws, members of the Committee shall be appointed by the Board through the following process: (a) appropriate local groups will be solicited for applications; (b) the President/Superintendent or designee will review the applications; and (c) the President/Superintendent or designee will make recommendations to the Board.

The bylaws state that the committee shall consist of a minimum of seven (7) members appointed by the Board of Trustees from a list of candidates submitting written applications, and based on criteria established by Prop 39, to wit: one student enrolled and active in a community college support group, such as student government; one member active in a business organization representing the business community located in the district; one member active in a senior citizens' organization; one (1) member active in a bona-fide taxpayers association; one member active in a support organization for the college, such as a foundation; and two members of the community at-large.

There is a vacancy on the Citizens' Bond Oversight Committee for a student member. Mr. Herrera is a Cerritos College student. He is actively involved in Associated Students of Cerritos College (ASCC) serving on the senate as well as the M.E.C.H.A. committee. Mr. Herrera is interested in representing his fellow students and making a positive impact as well.

NOTICING REQUIREMENTS

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

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **January 18, 2017**

Agenda Item No. 43

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Noorali Delawalla
Director of Fiscal Services

SUBJECT: Consideration of Receipt of Independent Audit Report for the Cerritos College Measure CC Proposition 39 General Obligation Bond for Fiscal Year Ending June 30, 2016

ACTION

It is recommended that the Board of Trustees receive and accept the copy of the 2015-16 fiscal year Measure CC Proposition 39 General Obligation Bonds Financial Audit and Performance Audit as presented by the audit firm of Christy White & Associates.

FISCAL IMPACT

There is no fiscal impact.

REPORT SUMMARY

An independent audit of the Measure CC Proposition 39 General Obligation Bond is completed annually. The independent auditors are mandated to file this report with several local, state and federal agencies.

The report is presented to the Cerritos College Board of Trustees for receipt and acceptance.

A representative from the firm of Christy White Associates will be available to answer any questions regarding the report.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **January 18, 2017**

Agenda Item No. 44

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Noorali Delawalla
Director of Fiscal Services

SUBJECT:	Consideration of Receipt of Independent Audit Report for the Cerritos College Measure G Proposition 39 General Obligation Bond for Fiscal Year Ending June 30, 2016

ACTION

It is recommended that the Board of Trustees receive and accept the copy of the 2015-16 fiscal year Measure G Proposition 39 General Obligation Bonds Financial Audit and Performance Audit as presented by the audit firm of Christy White & Associates.

FISCAL IMPACT

There is no fiscal impact.

REPORT SUMMARY

An independent audit of the Measure G Proposition 39 General Obligation Bond is completed annually. The independent auditors are mandated to file this report with several local, state and federal agencies.

The report is presented to the Cerritos College Board of Trustees for receipt and acceptance.

A representative from the firm of Christy White Associates will be available to answer any questions regarding the report.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **January 18, 2017**

Agenda Item No. 45

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Noorali Delawalla
Director of Fiscal Services

SUBJECT: Consideration of Receipt of Independent Audit Report for the Cerritos Community College District for Fiscal Year Ending June 30, 2016

ACTION

It is recommended that the Board of Trustees receive and accept the 2015-16 fiscal year audit report for the Cerritos Community College District as presented by the audit firm of Christy White Associates.

FISCAL IMPACT

There is no fiscal impact.

REPORT SUMMARY

An independent audit of the financial records of the Cerritos Community College District is completed annually. The independent auditors are mandated to file this report with several local, state and federal agencies. The 2015-2016 Independent Audit Report is presented to the Board of Trustees for receipt and acceptance.

A representative from the firm of Christy White Associates will be available to answer any questions regarding the report.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **January 18, 2017**

Agenda Item No. 46

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Noorali Delawalla
Director of Fiscal Services

SUBJECT: Consideration of Receipt of Independent Audit Report for the Cerritos College Foundation for Fiscal Year Ending June 30, 2016

ACTION

It is recommended that the Board of Trustees receive and accept the 2015-16 fiscal year audit report for the Cerritos College Foundation as presented by the audit firm of Christy White & Associates.

FISCAL IMPACT

There is no fiscal impact.

REPORT SUMMARY

An independent audit of the Cerritos College Foundation financial records is completed annually. The independent auditors are mandated to file this report with several local, state and federal agencies.

The report is presented to the Cerritos College Board of Trustees for receipt and acceptance.

The 2015-2016 Independent Audit Report will be presented to the Cerritos College Foundation Board of Directors at their regularly scheduled meeting on January 19, 2017.

A representative from the firm of Christy White & Associates will be available to answer any questions regarding the report.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **January 18, 2017**

Agenda Item No. 47

FROM:

Dr. Jose Fierro
President/Superintendent

SUBJECT: Second Reading and Adoption: Board Policy and Administrative Procedure 7345 – Catastrophic Illness Leave Program

ACTION

It is recommended that the Board of Trustees adopt Board Policy and Administrative Procedure 7345 – Catastrophic Illness Leave Program as reviewed by the board at the November 16 board meeting, during this second reading and adoption.

FISCAL IMPACT

No general funds will be used.

REPORT SUMMARY

Board Policy and Administrative Procedure 7345 – Catastrophic Illness Leave Program was developed by Human Resources to update Cerritos CCD Policy 7039 titled Catastrophic Illness/Injury Leave Donation Plan adopted on July 9, 1998. The policy and procedure permit regular, full-time District employees who have completed the probationary period to donate a maximum of one day of their own accumulated sick leave balance, per academic year, to another District employee who has been diagnosed with a catastrophic illness. The College Coordinating Committee reviewed and discussed the draft policy and procedure at its September 26 and October 24 meetings to afford all constituent groups an opportunity for input.

The Board of Trustees completed a first reading of Board Policy and Administrative Procedure 7345 – Catastrophic Illness Leave Program at its November 16 regular meeting.

The policy and procedure are now ready for adoption by the Board of Trustees.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

Board Policy 7345 – Catastrophic Illness Leave Program
Administrative Procedure 7345 – Catastrophic Illness Leave Program

Human Resources

BP 7345 CATASTROPHIC ILLNESS LEAVE PROGRAM

References:

Education Code Section 87045

The Board authorizes implementation of a Catastrophic Illness Leave Program to permit regular, full-time District employees who have completed the probationary period to donate a maximum of one day of their own accumulated sick leave balance, per academic year, to another District employee who has been diagnosed with a catastrophic illness.

For the purpose of this Program, "catastrophic illness" is defined as a medically-diagnosed condition, as determined by a licensed medical practitioner, that is expected to incapacitate the employee for an extended period of time (at least 30 calendar days) and prevent the employee from performing his/her duties. Pursuant to Education Code 87045, an employee must exhaust all accrued paid leave credits in order to be eligible for catastrophic illness leave. Accumulated and donated sick leave, extended sick leave, and long-term disability benefits are used concurrently with employee leave entitlements under the Family and Medical Leave and California Family Rights Acts. Donations of sick leave through this Program can be accepted from all regular District employee groups.

The President/Superintendent shall establish administrative procedures to administer the program that comply with the requirements established by the Education Code. The administrative procedures shall ensure that the program is administered in a nondiscriminatory way.

Office of Primary Responsibility: Vice President, Human Resources

Date Adopted: January 18, 2017

Human Resources

AP 7345 CATASTROPHIC ILLNESS LEAVE PROGRAM

Reference:

Education Code Section 87045

Catastrophic Illness Leave Program Procedures

Regular, full-time District employees who have completed the probationary period may participate in the Catastrophic Illness Leave Program by donating a maximum of one day of their own accumulated sick leave balance, per academic year, to another District employee who has been diagnosed with a catastrophic illness. For the purpose of this Program, catastrophic illness is defined as a medically-diagnosed condition, as determined by a licensed medical practitioner, that is expected to incapacitate the employee for an extended period of time (at least 30 calendar days) and prevent the employee from performing his/her duties.

Pursuant to Education Code 87045, an employee must exhaust all accrued paid leave credits in order to be eligible for catastrophic illness leave. Accumulated and donated sick leave, extended sick leave, and long-term disability benefits are used concurrently with employee leave entitlements under the Family and Medical Leave and California Family Rights Acts. Donations of sick leave through this Program can be accepted from all regular District employee groups.

PART A: PROCEDURES FOR RECIPIENTS

Step 1: District permanent full-time employees who have been medically diagnosed with a catastrophic illness and would like to participate in this Program should contact the Office of Human Resource Services to obtain information pertaining to medical absence reporting, required documentation, procedures for use of regular and extended sick leave, and other related matters.

Step 2: The potential recipient must complete the required form titled, "Catastrophic Illness Leave Request Form" in order to request participation in this Program. The request form and information packet may be sent electronically. These materials will also be available on the Human Resources Web Page, and/or can be requested from the Office of Human Resource Services.

Step 3: Once completed and signed, the Request Form is to be submitted to the Office of Human Resources. The completed form must be accompanied by written medical verification from the treating physician that documents the catastrophic nature of the employee's illness and the estimated period of absence due to the illness.

The completed request form and written medical verification will be reviewed by a designated Human Resources staff member to determine eligibility for participation in the Program. The requester will then be notified of his/her eligibility for Program participation. An employee may request Catastrophic Illness Leave donations once per academic year.

If it is determined that the illness does not qualify for participation in this Program, Human Resources staff will advise the requester about use of accumulated sick leave, extended sick leave, leaves of absence, and other applicable District benefits.

Step 4: The Office of Human Resource Services is responsible for notifying the District "community" about the "open period" for sick leave donations and the opportunity to donate sick leave to the approved requester. If the requester employee wishes to remain anonymous in announcing the request for sick leave donations, the Office of Human Resources will notify the District "community" that an employee who qualifies for sick leave donations is requesting sick leave donations. The open period for accepting sick leave donations from District employees will be ten (10) working days. The start and end dates for the open period will be determined by Human Resources and clearly stated as part of the District wide notification process.

Step 5: Recipients may accept a maximum of one hundred (100) four-hour days of donated sick leave per academic year.

Step 6: All donated sick leave that is not exhausted on or before June 30 will automatically be carried over into the new academic year, and will become part of the recipient's new academic year sick leave beginning balance.

PART B: PROCEDURES FOR DONORS

Step 1: Once notice of the donation "open period" has been made by the Office of Human Resources, potential donors should request the packet of information and forms through the District Website under Human Resources **OR** call Human Resources directly to obtain a copy of the Program Procedures and the required "Catastrophic Illness Leave Donation Form." District employees must donate **a minimum of eight hours** of sick leave during the specified "donation period." A **maximum of eight (8) hours** of sick leave may be donated to a single recipient during an academic year. Donors may, however, donate to several different employees during the same academic year, a maximum of one day (eight hours) per year to each person.

Step 2: Once the Donation Form is completed, signed, and submitted to the Office of Human Resources, each donor's own sick leave balance will be reviewed. In order to donate sick leave in this Program, District employees must have an accumulated sick leave balance of twenty-three (23) days at 8 hours/day of their own work days, so that they can retain at least twenty-two (22) days of sick leave after the donation is made.

Step 3: Sick leave donations will be accepted in the order received in the Office of Human Resources. Donations that are received **AFTER** the maximum of 100 four-hour days have

72 been received for the recipient, **AND/OR** those donations that are received after the close
73 of the open period, will be returned to the donors.

74 For details concerning District leave policies, please contact staff in the Office of Human
75 Resource Services.

76 Office of Primary Responsibility: Vice President, Human Resources

Date Approved: January 18, 2017
Replaces former Cerritos CCD Policy 7039

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **January 18, 2017**

Agenda Item No. 49

FROM:

Dr. Jose Fierro
President/Superintendent

SUBJECT: Consideration of Approval of Board Member Compensation Increase

ACTION

It is recommended that the Board of Trustees approve a 5% increase of the compensation of individual Board Members effective July 1, 2015 based on the present \$527.71 monthly rate of compensation, in accordance with Board Policy 2725.

FISCAL IMPACT

The cost is \$2,533 annually and will be expended from the General Fund.

REPORT SUMMARY

At its April 1, 2015 meeting, the Board of Trustees approved revisions to Board Policy 2725 Board Member Compensation. The policy states that, "Members of the Board including the Student Trustee shall only consider an annual salary increase commensurate to a faculty salary increase within that fiscal year, so long as the amount does not exceed five percent based on the present monthly rate of compensation." At the September 21, 2016, the Board of Trustees approved a settlement between the district and the Cerritos College Faculty Federation, which included a compensation increase effective July 1, 2015.

Education Code section 35120(e) authorizes the Governing Board, on an annual basis, to increase the compensation of individual Board Members in an amount not to exceed 5% based on the present monthly rate of compensation. Any increase shall be effective upon approval by the Governing Board. The Board may consider additional annual increases of 5% on an annual basis. The board has not approved a compensation increase since December 2013.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

[Board Policy 2725](#)

Board of Trustees

BP 2725 BOARD MEMBER COMPENSATION

References:

Education Code, Section 72024

Members of the Board including the Student Trustee who attend all Board meetings shall receive the compensation amount agreed upon under the procedure below and within the scope of the law.

Members of the Board including the Student Trustee shall only consider an annual salary increase commensurate to a faculty salary increase within that fiscal year, so long as the amount does not exceed five percent based on the present monthly rate of compensation.

A member of the Board of Trustees who does not attend all meetings held by the Board in any month shall receive, as compensation, an amount not greater than the pro rata share of the number of meetings actually attended. A member of the Board of Trustees may be paid for a meeting when absent if the Board, by resolution, finds that at the time of the meeting the member is performing services outside the meeting for the District, is ill, on jury duty, or the absence is due to a hardship deemed acceptable by the Board.

Office of Primary Responsibility: President/Superintendent

Date Adopted: December 12, 2007

Date Revised: April 1, 2015

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **February 17, 2016**

Agenda Item No. 50

FROM:

Dr. Jose Fierro
President/Superintendent

SUBJECT: Consideration of Approval of Board Advisory Committee Membership

ACTION

It is recommended that the Board of Trustees approve the membership for the Bond Construction and Board Policy Review Board Advisory Committees, in accordance with Board Policy 2220.

FISCAL IMPACT

No fiscal impact.

REPORT SUMMARY

Advisory Committees are composed of less than a quorum of members of the Board of Trustees, are advisory and do not have authority that may lawfully be exercised by the Board itself and are not required to comply with the Brown Act. Findings or recommendations shall be reported to the Board of Trustees for consideration.

Board Agenda Items that have been reviewed by the Board Advisory Committees will be placed in the Consent Calendar for consideration but may be discussed separately at the request of a Board Member.

Bond Construction Advisory Committee

Proposed Board Advisory Committee Members: Shin Liu, John Paul Drayer, Martha Camacho-Rodriguez
Proposed Meeting Time: To Be Determined

- To review upcoming Board agenda items related to bond construction program;
- Consult with District and Tilden Coil staff for clarification of Board agenda items;
- To provide the opportunity for discussion and the development of informed recommendations in preparation for full board review of bond construction agenda items.
- Make recommendations to the Board regarding proposed bond construction agenda items.

Board Policy Review Advisory Committee

Proposed Board Advisory Committee Members: Marisa Perez, Zurich Lewis, Sandra Salazar
Proposed Meeting Time: To Be Determined

- To review proposed Board Policies;
- To review current Board Policies for currency and relevance;
- Make recommendations to the Board regarding proposed Board Policies.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

None.

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **January 18, 2017**

Agenda Item No. 51

FROM:

Dr. Jose Fierro
President/Superintendent

SUBJECT: Consideration of Approval of Nominee for CCCT Board Election

ACTION

It is recommended that the Board of Trustees consider nominating an individual to serve on the California Community College Trustees (CCCT) Board.

FISCAL IMPACT

No general funds will be used.

REPORT SUMMARY

The CCCT board serves a major role within the Community College League of California. Meeting five times a year, mainly in Sacramento, the twenty-one member board provides leadership and direction to ensure a strong voice for locally elected governing board members.

Nominations are accepted through February 15. Nominations are to be made by member district board of trustees and each district may nominate only members of its board. The election of members of the CCCT board will take place between March 10 and April 25. CCCT board members are elected by the institutional member governing boards for three-year terms.

This year, nine persons will be elected to the board. Of those nine seats there are seven incumbents eligible to run for re-election. The newly elected members of the board will assume their responsibilities at the conclusion of the annual CCLC Trustees Conference.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

None.

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **January 18, 2017**

Agenda Item No. 52

FROM:

Dr. Jose Fierro,
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Noorali Delawalla
Director of Fiscal Services

SUBJECT: Consideration of Approval of Non-Resident Tuition Fee and Non-Resident Student Capital Outlay Fee for 2017-2018

ACTION

It is recommended that the Board of Trustees approve the per unit non-resident tuition fee of \$234, and the per unit non-resident student capital outlay fee of \$29 for a total of \$263 effective for the 2017-18 Fiscal Year and including the 2017 Summer Session.

FISCAL IMPACT

As presented above.

REPORT SUMMARY

Education Code Section 76140 (ECS) requires each district governing board to establish the non-resident tuition fee not later than February 1ST for the succeeding fiscal year.

The tuition fee may be based on one of the following calculations:

1. The Statewide average cost, per column 1 of the attached worksheet
2. The District average cost, per column 2
3. The District average cost with 10% or more noncredit FTES, per column 3
4. The Contiguous district: (Specify district and its fee)
5. No more than district average cost (Col. 2 or 3); no less than statewide average cost.
6. Highest Years Statewide average tuition.
7. No more than 12 Comparable States' Average Tuition.

The calculated statewide expense of education is \$234 per unit non-resident tuition fee. The calculated District expense of education is \$201 per unit non-resident tuition fee. The District for the past several years has utilized the statewide expense of education as the basis for non-resident tuition when that figure was higher than the District's. The fee would be effective beginning the 2017 Summer Session for non-resident students.

In addition, Education Code, Section 76141(a), authorizes community college districts to charge non-resident students a capital outlay fee. This portion of the Education Code was amended by AB 947 (Chapter 377, statutes 2009) to now charge this capital outlay fee to any non-resident student – except for AB540 students, who will continue to be exempt from this fee. AB 947 deleted the condition that a non-resident student capital outlay fee will be charged only to non-residents that were citizens and residents of a foreign country.

The amount of the non-resident capital outlay fee has to be the lesser of:

- The amount that was expended by the district for capital outlay in the preceding fiscal year divided by the total full-time equivalent students of the district in the preceding fiscal year; OR
- 50% of the 2015-16 non-resident tuition fee adopted pursuant to EC 76140. Revenue from any fee charged pursuant to this section shall be expended only for purposes of capital outlay, maintenance, and equipment.

Cerritos College is utilizing option 1 for the tuition fee.

The specified calculation for the Cerritos Community College District capital outlay fee amounts to \$94.00. This amount is based on the expenditures of the various construction projects that were completed in the 2015-16 fiscal year. In order for our non-resident tuition fee to be competitive and comparable to nearby districts, the college will apply \$29 of the \$94.00 to reach the total non-resident tuition fee of \$263 per unit.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

California Community Colleges Chancellor's Office Fiscal Services Memo 16-11, dated December 14, 2016

California Community Colleges

2017-18 NONRESIDENT FEES WORKSHEET

NONRESIDENT TUITION FEE CALCULATIONS FOR OPTIONS 1 THROUGH 7

2017-18 NONRESIDENT TUITION FEE (EC 76140)	(Col. 1) Statewide	(Col. 2) District	(Col. 3) 10% or More Noncredit FTES
A. Expense of Education for Base Year (2015-16 CCFS 311, Expenditures by Activity Report, AC 0100-6700, Cols: 1-3)	\$8,024,141,296	\$105,517,954	\$
B. Annual Attendance FTES (Recal 2015-16)	1,186,716	18,134	
C. Average Expense of Education per FTES (A ÷ B)	\$6,762	\$ 5,819	\$
D. U.S. Consumer Price Index Factor (2 years)	x 1.038	x 1.038	x 1.038
E. Average Cost per FTES for Tuition Year (C x D)	\$7,019	\$ 6,040	\$
F. Average Per Unit Nonresident Cost – Semester (Qtr)	\$234 (~~\$156~~)	\$ 201	\$
G. Highest year Statewide average – Semester (Qtr)	\$234 (~~\$156~~)	\$	\$
H. Comparable 12 state average – Semester (Qtr)	\$425 (~~\$283~~)	\$	\$

Annual Attendance FTES includes all student contact hours of attendance in credit and noncredit courses for resident and nonresident students; Round tuition fee to the nearest dollar.

Column 3 is an option for use by a district with ten percent or more noncredit FTES (*Section 76140(e)(1)(A)*). If your district qualifies, then fill out this column with noncredit FTES and noncredit expense of education data excluded.

NONRESIDENT TUITION FEE CALCULATIONS FOR OPTIONS 6 OR 7

Option 6. The greater amount of the calculations of statewide nonresident tuition for 2012-13 through 2015-16 is \$234 per semester unit or \$156 per quarter unit (2015-16).

Option 7. The average of the nonresident tuition fees of public community colleges in 2015-16 of no less than 12 states comparable to California in cost of living is \$397 per semester unit or \$265 per quarter unit.

Requirement for Use of Option 6 or 7: The additional revenue generated by the increased nonresident tuition permitted under options 6 or 7 shall be used to expand and enhance services to resident students (*EC 76140(e)(2)*). Districts meeting one or more criteria below shall be considered in compliance with the requirements of *EC 76140(e)(2)*. Please check all that apply:

- ☐ Revenue from nonresident tuition was less than 5% of total general fund revenue.
- ☐ Actual resident FTES was greater than funded resident FTES.
- ☐ Percent expenditures for counseling and student services were greater than statewide average (AC 6300 plus 6400 divided by AC 0100-6700, Cols. 1-3).
- ☐ Percent expenditures for instructional services were greater than statewide average (AC 0100-5900 divided by AC 0100-6700, Cols. 1-3).

Continue to next page ►

► Continued from previous page

The district governing board at its January 18, 2017 meeting adopted a **nonresident tuition fee** of \$ 263 per semester unit or \$ _____ per quarter unit.

Basis for adoption is (*place an X in one box only*).

☒	1. Statewide average cost, per column 1.
☐	2. District average cost, per column 2.
☐	3. District average cost with 10% or more noncredit FTES, per column 3.
☐	4. Contiguous district. _____ (<i>Specify district and its fee</i>).
☐	5. No more than district average cost (Col. 2 or 3); no less than statewide average cost.
☐	6. Statewide average cost, from 2015-16 (\$234 per semester unit; \$156 per quarter unit).
☐	7. No more than average tuition of 12 states with cost of living comparable to California.

NONRESIDENT CAPITAL OUTLAY FEE (EC 76141)

For districts electing to charge a **capital outlay fee** to any nonresident student, please compute this fee as follows:

- a. Capital Outlay expense for 2015-16 \$ 50,981,298
- b. FTES for 2015-16 18,133.89
- c. Capital outlay expense per FTES (*line a divided by line b*) 2,811.38
- d. Capital Outlay Fee per unit:
1. Per semester unit (*line c divided by 30 units*) 93.71

OR

2. Per quarter unit (*line c divided by 45 units*) _____
- e. 2017-18 Nonresident Student Capital Outlay Fee (not to exceed the lesser of line d **OR** 50% of adopted 2017-18 Nonresident Tuition Fee) _____

The district governing board at its January 18, 2017 meeting adopted a **nonresident capital outlay fee** of \$ 263 per semester unit or \$ _____ per quarter unit.

Upon adoption of nonresident tuition and/or capital outlay fees by your district governing board by February 1, 2017, please submit a copy of this report by **February 15, 2017** to:

California Community Colleges Chancellor's Office
Fiscal Services Unit (attn. Michael Yarber)
1102 Q Street,
Sacramento, CA 95811-6549 FAX (916) 323-8245

District: Cerritos Community College

Contact Person: Noorali Delawalla

Phone Number & email: 562-860-2451, ext. 2266. ndelawalla@cerritos.edu

CALIFORNIA COMMUNITY COLLEGES

2017-18 Nonresident Tuition Fee

Based on 2015-16 Actual Expense of Education from CCFS-311
(AC 0100-6700; Objects of Expenditure 1000-5000)

District Code	District	2015-16 Expense of Education*	2015-16 Total FTES**	2015-16 Expense Per FTES
610	Allan Hancock	60,117,623	8,618.74	6,975.22
620	Antelope Valley Joint	73,079,130	11,776.40	6,205.56
910	Barstow	15,328,943	2,566.09	5,973.66
110	Butte-Glenn	116,471,860	11,185.38	10,412.87
410	Cabrillo	76,244,354	9,573.67	7,963.96
810	Cerritos	105,517,954	18,133.89	5,818.83
480	Chabot-Las Positas	121,610,255	18,048.39	6,738.01
920	Chaffey	103,204,112	16,166.50	6,383.83
820	Citrus	67,618,972	12,482.27	5,417.20
830	Coast	211,321,454	34,845.39	6,064.55
710	Compton	38,633,898	6,100.30	6,333.11
310	Contra Costa	196,852,250	32,387.44	6,078.04
970	Copper Mountain	13,996,031	1,490.22	9,391.92
930	Desert	56,343,590	9,463.87	5,953.55
720	El Camino	123,081,242	20,410.27	6,030.36
120	Feather River	16,131,716	1,943.64	8,299.74
420	Foothill-DeAnza (quarter system)	222,684,676	31,945.62	6,970.74
440	Gavilan	37,486,052	4,881.81	7,678.72
730	Glendale	99,286,955	14,986.00	6,625.31
20	Grossmont-Cuyamaca	127,374,375	19,604.07	6,497.34
450	Hartnell	49,057,359	7,355.89	6,669.13
30	Imperial	47,374,420	6,860.16	6,905.73
520	Kern	121,191,488	21,000.69	5,770.83
220	Lake Tahoe (quarter system)	15,406,504	1,836.92	8,387.14
130	Lassen	13,935,713	1,542.87	9,032.33
840	Long Beach	131,040,515	19,369.43	6,765.33
740	Los Angeles	724,713,314	111,386.04	6,506.32
230	Los Rios	340,038,855	48,496.53	7,011.61
330	Marin	56,628,073	3,927.51	14,418.31
140	Mendocino-Lake	24,314,855	2,663.27	9,129.70
530	Merced	64,137,957	9,317.30	6,883.75
50	Mira Costa	102,780,770	11,793.63	8,714.94
460	Monterey Peninsula	45,263,911	6,432.22	7,037.06
850	Mt. San Antonio	188,638,456	32,333.24	5,834.20
940	Mt. San Jacinto	70,522,106	11,980.93	5,886.20
240	Napa Valley	39,148,026	5,675.45	6,897.78

District Code	District	2015-16 Expense of Education*	2015-16 Total FTES**	2015-16 Expense Per FTES
860	North Orange County	216,883,793	36,590.69	5,927.29
430	Ohlone	54,993,115	7,655.21	7,183.75
950	Palo Verde	15,856,446	2,069.02	7,663.75
60	Palomar	125,121,664	17,109.75	7,312.89
770	Pasadena	158,133,087	25,221.33	6,269.82
340	Peralta	162,968,586	21,250.59	7,668.90
870	Rancho Santiago	188,492,054	29,582.70	6,371.70
160	Redwoods	29,264,940	3,889.69	7,523.72
880	Rio Hondo	91,414,545	13,030.14	7,015.62
960	Riverside	190,575,442	29,339.16	6,495.60
980	San Bernardino	97,256,518	15,471.53	6,286.16
70	San Diego	284,568,512	44,623.36	6,377.12
360	San Francisco	201,548,621	23,213.38	8,682.43
550	San Joaquin Delta	104,509,538	16,510.98	6,329.70
470	San Jose-Evergreen	110,942,034	12,238.45	9,065.04
640	San Luis Obispo County	57,177,246	8,506.12	6,721.90
370	San Mateo County	156,743,858	18,539.86	8,454.43
650	Santa Barbara	109,715,223	15,802.10	6,943.08
660	Santa Clarita	97,332,789	16,464.90	5,911.53
780	Santa Monica	180,465,778	26,770.72	6,741.16
560	Sequoias	56,932,947	9,532.44	5,972.55
170	Shasta-Tehama-Trinity	47,321,261	6,298.71	7,512.85
270	Sierra Jt.	90,603,559	15,311.74	5,917.26
180	Siskiyou Jt.	22,303,499	2,968.75	7,512.76
280	Solano	55,283,008	8,417.24	6,567.83
260	Sonoma	132,201,693	19,914.87	6,638.34
890	South Orange County	185,921,846	25,162.24	7,388.92
90	Southwestern	106,890,615	14,098.10	7,581.92
570	State Center	187,240,775	29,677.44	6,309.20
680	Ventura	172,478,418	26,851.75	6,423.36
990	Victor Valley	73,977,369	9,559.06	7,738.98
580	West Hills	39,396,251	5,479.32	7,189.99
690	West Kern	26,858,427	2,632.84	10,201.31
490	West Valley	100,104,257	13,874.83	7,214.81
590	Yosemite	122,172,350	16,748.77	7,294.41
290	Yuba	53,913,468	7,726.17	6,978.03
Totals		\$8,024,141,296	1,186,716	\$6,762

* "Expense of Education" is defined in the Budget and Accounting Manual as including all General Fund expenditures, restricted and unrestricted, for all objects of expenditure 1000 through 5000 and all expenditures of activity from 0100 through 6700. For the purposes of calculating the Nonresident Tuition Fee, Expense of Education is different than the 50% Law "current expense of education".

** Includes credit and noncredit FTES for resident and nonresident students.