

CERRITOS COLLEGE

BOARD BOOK

JULY 19, 2017

CERRITOS COMMUNITY COLLEGE DISTRICT

AGENDA FOR THE REGULAR MEETING OF THE
BOARD OF TRUSTEES

CHERYL A. EPPLE BOARD ROOM

Teleconference Location: Hyatt Regency Hill Country – Lobby Area
9800 Hyatt Resort Drive, San Antonio TX 78251

Wednesday, July 19, 2017 at 7:00 p.m.

CALL TO ORDER: Zurich Lewis, Board President

Zurich Lewis, Board President
Trustee Area 7

Carmen Avalos, Board Vice President
Trustee Area 2

Dr. Shin Liu, Board Clerk
Trustee Area 5

James Cody Birkey, Member
Trustee Area 3

Dr. Jose Fierro
President/Superintendent

Martha Camacho-Rodriguez, Member
Trustee Area 1

Marisa Perez, Member
Trustee Area 4

Dr. Sandra Salazar, Member
Trustee Area 6

Raul Avalos
Student Trustee

REASONABLE ACCOMMODATION FOR ANY INDIVIDUAL WITH A DISABILITY

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President's Office - 11110 Alondra Boulevard - Norwalk, California 90650
(562) 860-2451, Extension 2204 - (562) 860-1104 – FAX
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www.cerritos.edu/board

1. **Invocation**

2. **Pledge of Allegiance: Raul Avalos**

3. **Roll Call**

AGENDA ORGANIZATION

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

COMMENTS FROM THE AUDIENCE

(Government Code Section 54954.3)

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

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

REPORTS AND COMMENTS FROM CONSTITUENT GROUPS

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

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

OPEN SESSION AGENDA

4. **Institutional Presentation: Recognition of Retirees**

   The Board of Trustees will recognize retirees for their years of dedicated service to Cerritos College.

5. **Institutional Presentation: Recognition of Classified Employee of the Month**

   The Board of Trustees will recognize Sharon Plump as Classified Employee of the Month for June 2017.

6. **Public Hearing: Presentation of the Initial Proposal of the California School Employees Association (CSEA), Chapter #161, to the Cerritos Community College District for July 1, 2017 - June 30, 2018, and Public Comment**

   In accordance with Government Code section 3547, all initial bargaining proposals of an exclusive bargaining representative shall be presented at a public meeting of a public school employer. The initial bargaining proposal of CSEA, Chapter #161, was first made public at the June 7, 2017, meeting of the Board of Trustees and is hereby returned to this agenda for public discussion.

7. **Information Item: Board Advisory Committee Activities Report**

   The Board of Trustees will receive a summary of Board advisory committee activities from the following:

   a. Bond Construction Advisory Committee

CONSENT CALENDAR ITEMS

Agenda Items 8-51 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.

8. **Minutes (Office of the President)**

   It is recommended that the Board of Trustees approve the minutes of the meetings of March 1, 2017 through June 21, 2017.

9. **Modification to Curriculum (Office of Academic Affairs)**

   It is recommended that the Board of Trustees consider approval of a modification to curriculum. It is recommended that the Insurance – Property and Casualty Associate in Arts Degree be inactivated due to low enrollment and lack of industry support for the certificate.

10. **Stipends for Faculty to Attend Project Lead the Way (PLTW) Summer 2017 Training (Office of Academic Affairs)**

    It is recommended that the Board of Trustees consider approval of payment of stipends to faculty upon completion of the Project Lead the Way (PLTW) Summer 2017 training. The training will be conducted between June 18 and August 4, 2017.

11. **Strong Workforce Stipends for Faculty (Office of Academic Affairs)**

    It is recommended that the Board of Trustees approve stipends for faculty upon completion of individual projects designed to improve Career Technical Education Programs.

12. **2017-2018 Perkins/CTE Transition Funds Allocation (Office of Academic Affairs)**

    It is recommended that the Board of Trustees approve the acceptance of the 2017-2018 Title I, Part C, Section 132 allocation under the Carl Perkins Career and Technical Education Act in the amount of $908,760.

13. **Ratification of Change Order No. 1 [Unforeseen Conditions], (Bid No. 13P032, Category 02), Fata Construction and Development, Fine Arts-CIS/Math Building**

    It is recommended that the Board of Trustees ratify Change Order No. 1 [Unforeseen Conditions] in the amount of $47,077 for the Fine Arts-CIS/Math Building project.
    The amount from Change Order No. 1 will be $47,077, increasing the total contract amount to $990,077. In addition to the monetary increase, the change order also provides for an additional 12 days of work. Funding will be allocated from the GO Bond.

14. **Ratification of Change Order No. 12 [Deductive Credit], (Bid No. 13P032, Category 04), Rocky Coast Builders, Inc., Fine Arts-CIS/Math Building (Office of Academic Affairs)**

    It is recommended that the Board of Trustees ratify Change Order No. 12 [Deductive Credit] in the deductive amount of $6,971 for the Fine Arts-CIS/Math Building project. The deductive amount from Change Order No. 12 will be $6,971, decreasing the total contract amount to $7,600,391. Funding will be allocated from the GO Bond.

15. **Ratification of Change Order No. 13 [Owner Added Scope, Deductive Credit], (Bid No. 13P032, Category 04), Rocky Coast Builders, Inc., Fine Arts-CIS/Math Building**

    It is recommended that the Board of Trustees ratify Change Order No. 13 [Owner Added Scope, Deductive Credit] in the amount of $4,079 for the Fine Arts-CIS/Math Building project. The amount from Change Order No. 13 will be $4,079, increasing the total contract amount to $7,604,470. Funding will be allocated from the GO Bond.

16. **Ratification of Change Order No. 1 [Errors, Omissions, Agency Driven Changes, Owner Added Scope], (Bid No. 13P032, Category 07), Eberhard, Fine Arts-CIS/Math Building (Office of Business Services)**

    It is recommended that the Board of Trustees ratify Change Order No. 1 [Errors, Omissions, Agency Driven Changes, Owner Added Scope] in the amount of $19,126 for the Fine Arts-CIS/Math Building project. The amount from Change Order No. 1 will be $19,126, increasing the total contract amount to $921,763. Funding will be allocated from the GO Bond.

17. **Ratification of Change Order No. 2 [Errors], (Bid No. 13P032, Category 07), Eberhard, Fine Arts-CIS/Math Building (Office of Business Services)**

    It is recommended that the Board of Trustees ratify Change Order No. 2 [Errors] in the amount of $17,157 for the Fine Arts-CIS/Math Building project. The amount from Change Order No. 2 will be $17,157, increasing the total contract amount to $938,920. Funding will be allocated from the GO Bond.

18. **Ratification of Change Order No. 1 [Owner Added Scope], (Bid No. 13P032, Category 13), Continental Flooring, Inc., Fine Arts-CIS/Math Building (Office of Business Services)**

    It is recommended that the Board of Trustees ratify Change Order No. 1 [Owner Added Scope] in the amount of $10,155 for the Fine Arts-CIS/Math Building project. The amount from Change Order No. 1 will be $10,155, increasing the total contract amount to $216,002. Funding will be allocated from the GO Bond.

19. **Ratification of Change Order No. 1 [Agency Driven Changes, Errors], (Bid No. 13P032, Category 16), Kincaid Industries, Inc., Fine Arts-CIS/Math Building (Office of Business Services)**

    It is recommended that the Board of Trustees ratify Change Order No. 1 [Agency Driven Changes, Errors] in the amount of $14,631 for the Fine Arts-CIS/Math Building project. The amount from Change Order No. 1 will be $14,631, increasing the total contract amount to $364,631. Funding will be allocated from the GO Bond.

20. **Ratification of Change Order No. 2 [Errors], (Bid No. 13P032, Category 16), Kincaid Industries, Inc., Fine Arts-CIS/Math Building (Office of Business Services)**

    It is recommended that the Board of Trustees ratify Change Order No. 2 [Errors] in the amount of $2,539 for the Fine Arts-CIS/Math Building project. The amount from Change Order No. 2 will be $2,539, increasing the total contract amount to $367,170. Funding will be allocated from the GO Bond.

21. **Change Order No. 7 [Owner Added Scope, Agency Driven Changes], (Bid No. 13P032, Category 18), Empyrean Plumbing, Inc., Fine Arts-CIS/Math Building (Office of Business Services)**

    It is recommended that the Board of Trustees ratify Change Order No. 7 [Owner Added Scope, Agency Driven Changes] in the amount of $15,450 for the Fine Arts-CIS/Math Building project. The amount from Change Order No. 7 will be $15,450, increasing the total contract amount to $2,108,995. Funding will be allocated from the GO Bond.

22. **Ratification of Change Order No. 8 [Errors, Owner Added Scope, Omissions], (Bid No. 13P032, Category 18), Empyrean Plumbing, Inc., Fine Arts-CIS/Math Building (Office of Business Services)**

    It is recommended that the Board of Trustees ratify Change Order No. 8 [Errors, Owner Added Scope, Omissions] in the amount of $3,093 for the Fine Arts-CIS/Math Building project. The amount from Change Order No. 8 will be $3,093, increasing the total contract amount to $2,112,088. Funding will be allocated from the GO Bond.

23. **Resolution No. 17-0719A, Authorization for Approval of Change Order No. 9 [Unforeseen Conditions], (Bid No. 13P032, Category 18), Empyrean Plumbing, Inc., Fine Arts-CIS/Math Building (Office of Business Services)**

    It is recommended that the Board of Trustees approve Resolution No. 17-0719A, Authorization for Approval of Change Order No. 9 [Unforeseen Conditions], (Bid No. 13P032, Category 18), Empyrean Plumbing, Inc., Fine Arts-CIS/Math Building. The amount from Change Order No. 9 will be $47,650, increasing the total contract amount to $2,159,738. Funding will be allocated from the GO Bond.

24. **Ratification of Change Order No. 5 [Owner Added Scope, Agency Driven Changes, Errors, Omissions, Deductive Credit, Unforeseen Conditions], (Bid No. 13P032, Category 19), RDM Electric, Inc., Fine Arts-CIS/Math Building (Office of Business Services)**

    It is recommended that the Board of Trustees ratify Change Order No. 5 [Owner Added Scope, Agency Driven Changes, Errors, Omissions, Deductive Credit, Unforeseen Conditions] in the amount of $91,027 for the Fine Arts-CIS/Math Building project. The amount from Change Order No. 5 will be $91,027, increasing the contract amount to $6,009,372. Funding will be allocated from the GO Bond.

25. **Ratification of Change Order No. 6 [Owner Added Scope, Errors], (Bid No. 13P032, Category 19), RDM Electric, 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, Errors] in the amount of $20,051 for the Fine Arts-CIS/Math Building project. The amount from Change Order No. 6 will be $20,051, increasing the contract amount to $6,029,423. Funding will be allocated from the GO Bond.

26. **Ratification of Change Order No. 2 [Omissions, Errors, Owner Added Scope, Deductive Credit], (Bid No. 14P006, Category 10), Golden Glass, Inc., Fine Arts-CIS/Math Building (Office of Business Services)**

    It is recommended that the Board of Trustees approve Change Order No. 2 [Omissions, Errors, Owner Added Scope, Deductive Credit] in the amount of $33,540 for the Fine Arts-CIS/Math Building project. The amount from Change Order No. 2 will be $33,540, increasing the contract amount to $2,226,944. Funding will be reallocated to the GO Bond.

27. **Ratification of Change Order No. 3 [Omissions, Errors], (Bid No. 14P006, Category 10), Golden Glass, Inc., Fine Arts-CIS/Math Building (Office of Business Services)**

    It is recommended that the Board of Trustees approve Change Order No. 3 [Omissions, Errors] in the amount of $31,454 for the Fine Arts-CIS/Math Building project. The amount from Change Order No. 3 will be $31,454, increasing the contract amount to $2,258,398. Funding will be reallocated to the GO Bond.

28. **Change Order No. 2 [Errors, Owner Added Scope, Agency Driven Changes, Deductive Credit], (Bid No. 14P006, Category 15), Inland Building Construction Companies, Inc., Fine Arts-CIS/Math Building (Office of Business Services)**

    It is recommended that the Board of Trustees approve Change Order No. 2 [Errors, Owner Added Scope, Agency Driven Changes, Deductive Credit] in the amount of $77,293 for the Fine Arts-CIS/Math Building project. The amount from Change Order No. 2 will be $77,293, increasing the contract amount to $2,586,369. Funding will be allocated from the GO Bond.

29. **Change Order No. 3 [Errors, Deductive Credit], (Bid No. 14P006, Category 15), Inland Building Construction Companies, Inc., Fine Arts-CIS/Math Building (Office of Business Services)**

    It is recommended that the Board of Trustees approve Change Order No. 3 [Errors, Deductive Credit] in the deductive amount of $51,731 for the Fine Arts-CIS/Math Building project. The deductive amount from Change Order No. 3 will be $51,731, decreasing the contract amount to $2,534,638. Funding will be reallocated to the GO Bond.

30. **Ratification of Change Order No. 1 [Deductive Credit], (Bid No. 14P006, Category 20), PCC Network Solutions a Pacific Coast Cabling, Inc. Company, Fine Arts-CIS/Math Building**

    It is recommended that the Board of Trustees approve Change Order No. 1 [Deductive Credit] in the deductive amount of $15,510 for the Fine Arts-CIS/Math Building project. The deductive amount from Change Order No. 1 will be $15,510, decreasing the contract amount to $410,098.30. Funding will be reallocated to the GO Bond.

31. **Reduction of Retention, Bid No. 13P032, Category 03, Preferred Landscape, Inc., Fine Arts-CIS/Math Building**

    It is recommended that the Board of Trustees approve the reduction of the retention withheld from 10% to 5%, in accordance with the terms and conditions of Contract No. 13P032-03 with Preferred Landscape, Inc. of Artesia, CA. The retention is currently being held in an escrow account; this project is funded by the GO Bond, and no general funds will be used.

32. **Reduction of Retention, Bid No. 13P032, Category 19, RDM Electric Co., Inc., Fine Arts-CIS/Math Building**

    It is recommended that the Board of Trustees approve the reduction of the retention withheld from 10% to 5%, in accordance with the terms and conditions of Contract No. 13P032-19 with RDM Electric Co., Inc. of Chino, CA. The retention is currently being held in an escrow account; this project is funded by the GO Bond, and no general funds will be used.

33. **Notice of Completion for Bid No. 13P032, Category 11, Fine Arts-CIS/Math Building**

    It is recommended that the Board of Trustees approve the Notice of Completion for Sierra Lathing Company, Inc. of Rialto, California for the Fine Arts-CIS/Math Building, Category 11 project at Cerritos Community College District as presented. The total final contract amount was $3,763,891 which was paid by the G.O. Bond.

34. **Sale of Surplus and Obsolete Materials/Equipment**

    It is recommended that the Board of Trustees declare and approve the listed items as surplus and authorize the Director of Purchasing and Contract Administration to sell the listed items by means of a public auction by a contract with an auction company in accordance with the district's board policy and administrative procedures. Proceeds from the sale of surplus items will be deposited into the General Fund.

35. **Purchase Orders for the Month of May 2017 (Office of Business Services)**

    It is recommended that the Board of Trustees approve the purchase orders processed during the month of May 2017. Funding sources vary and are dependent upon the goods/services purchased.

36. **Contracts Under $25,000 for the Month of May 2017 (Office of Business Services)**

    It is recommended that the Board of Trustees approve the Contracts Under $25,000 that were processed during the month of May 2017. Funding sources vary and are dependent upon the goods/services purchased.

37. **Agreement with the California Department of Education for the California State Preschool Program for Fiscal Year 2017-2018 (Office of Business Services)**

    It is recommended that the Board of Trustees ratify the agreement with the California Department of Education for the California State Preschool Program for Fiscal Year 2017-2018. Cerritos College will receive funding in the amount of $40.45 per child per day of full-time enrollment and a maximum reimbursable amount (MRA) of $836,152; funding is made possible through the California Department of Education. No general funds will be used.

38. **Ratification of the Agreement with the California Department of Education for General Child Care and Development Programs for Fiscal Year 2017-2018 (Office of Business Services)**

    It is recommended that the Board of Trustees ratify the agreement with the California Department of Education for General Child Care and Development Programs for Fiscal Year 2017-2018. Cerritos College will receive funding in the amount of $40.20 per child per day of full-time enrollment and a maximum reimbursable amount (MRA) of $173,142; funding is made possible through the California Department of Education. No District general funds will be used.

39. **Agreement with Cambridge West Partnership, LLC for Independent Financial Review of the Academic Calendar Options (Office of Business Services)**

    It is recommended that the Board of Trustees approve the agreement with Cambridge West Partnership, LLC for independent financial review of the Academic Calendar options. The total contract sum will be for the amount not-to-exceed $32,000; funding will be allocated from the Business Services budget.

40. **Ratification of the Agreement with Lakewood Aquatics for the Use of Facilities (Office of Business Services)**

    It is recommended that the Board of Trustees ratify the agreement with Lakewood Aquatics for the Use of Facilities for a one year term. For the contract term, Cerritos College will receive a monthly rent payment of $1,700 for facility usage.

41. **Agreement with Norm Reeves Honda Cerritos for the Use of Facilities (Office of Business Services)**

    It is recommended that the Board of Trustees approve the agreement with Norm Reeves Honda Cerritos for the Use of Facilities for a four-year term. For the contract term, Cerritos College will receive a monthly rent payment of $40,000 for facility usage.

42. **Approval of Contract with Christina Rigas Mulcahy for Career Pathways Specialist Services for the Strong Workforce Regional Project (Office of Business Services)**

    It is recommended that the Board of Trustees approve the contract with Christina Rigas Mulcahy for Career Pathways Specialist services for the Strong Workforce Regional Project. Cerritos College will receive funding in the amount of $120,000 to pay for the below consulting services; funding is made possible through the Strong Workforce Program which is supported by the California Community Colleges Chancellor's Office.

43. **Project Assignment Agreement No. 10 to the Master Inspector Services Agreement with The Vinewood Company, LLC for the Social Science Elevator Project (Office of Business Services)**

    It is recommended that the Board of Trustees approve Project Assignment Agreement No. 10 to the Master Inspector Services Agreement with The Vinewood Company, LLC for the Social Science Elevator project. The total contract sum shall be for the not-to-exceed amount of $114,313.20; this amount will be funded from the GO Bond. The Vinewood Company, LLC is headquartered in La Verne, CA.

44. **Ratification of General Fund, Special Reserve Funds, Restricted Funds, Financial Aid Fund, and Payroll Clearance Fund Warrants for the Quarter Ending June 30, 2017 (Office of Business Services)**

    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 June 30, 2017. The items are budgeted in the General Fund.

45. **Employment of Classified, Short-Term, Substitute, Professional Expert, and/or Student Hourly Personnel (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 financial effect. This is budgeted in the General Fund. Some positions are Categorically or Specially funded as indicated.

46. **Employment of Temporary and/or Substitute Hourly Faculty Personnel, as needed for 2017-2018 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 2017-2018 academic year and as presented on the attached list. No additional financial effect. This is budgeted in the General Fund.

47. **Employment of 2017 Summer Session Faculty Personnel (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 2017 Summer Session, as presented on the attached list. No additional financial effect. This is budgeted in the General Fund.

48. **Employment of Full-Time, First-Year Contract (Probationary) (Office of Human Resources)**

Brown, Christian, Instructor (Journalism), Column B, Step 3, Faculty Salary Schedule ($64,818.00/annual), 10-School Month Contract, effective August 14, 2017.

_____, Instructor (Welding), Column __, Step __, Faculty Salary Schedule ($_____/annual), 10-School Month Contract, effective August 14, 2017.

_____, Instructor (Welding), Column __, Step __, Faculty Salary Schedule ($_____/annual), 10-School Month Contract, effective August 14, 2017.

49. **Employment of Temporary Full-Time Faculty Employee (Office of Human Resources)**

De Los Rios, Katya, Instructor (Economics), Column B, Step 3, Faculty Salary Schedule ($6,481.80/month), 5-School Month Contract, effective August 14, 2017.

Monahan, Laura, Instructor (Reading), Column B, Step 3, Faculty Salary Schedule ($64,818.00/annual), 10-School Month Contract, effective August 14, 2017.

50. **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.

51. **Extend Temporary Management "Out-of-Classification" Assignment (Office of Human Resources)**

It is recommended that the Board of Trustees extend a temporary "out-of-classification" assignment for Dr. Gary Pritchard, Instructional Dean, Fine Arts & Communications to perform additional responsibilities effective July 1, 2017, for a period not to exceed June 30, 2018. No fiscal impact. The Dean of Academic Affairs position is vacant.

INFORMATION ITEMS

Agenda Items 52-56 are presented as Information Items.

52. **Information Item: Facilities Use Agreement between Cerritos College and Norwalk La Mirada Unified School District (Office of Business Services)**

    The Board of Trustees will receive information regarding Facilities Use Agreement between Cerritos College and Norwalk La Mirada Unified School District.

53. **Information Item: Three Month Look-Ahead Schedule for RFP and RFQ Solicitations (Office of Business Services)**

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

54. **Acknowledgement of Receipt of the Initial Proposal of the California School Employees Association (CSEA), Chapter #161, to the Cerritos Community College District for July 1, 2017 – June 30, 2018 (Office of Human Resources)**

    It is recommended that the District acknowledge receipt of the attached initial proposal from CSEA Chapter #161, for negotiation of the CSEA District Collective Bargaining Agreement for the period July 1, 2017 - June 30, 2018. The financial implications are contingent on the results of negotiations.

55. **Receive the Initial Proposal of the Cerritos Community College District to the California School Employees Association (CSEA), Chapter #161 for Negotiation of the CSEA-District Collective Bargaining Agreement for the period July 1, 2017 - June 30, 2018, and Notification of a Public Hearing at the August 16 Regular Board Meeting (Office of Human Resource Services)**

    It is recommended that the Board of Trustees receive the attached initial proposal from the Cerritos Community College District to CSEA, Chapter #161, for negotiation of the CSEA-District Collective Bargaining Agreement for the period July 1, 2017 – June 30, 2018, and for public hearing in accordance with State Government Code section 3547 be scheduled for the August 16 regular Board meeting.

    In accordance with Government Code section 3547, all initial bargaining proposals of an exclusive bargaining representative shall be presented at a public meeting of a public school employer and thereafter, shall be public record. The Cerritos Community College District hereby presents its initial proposal to the California School Employees Association (CSEA), Chapter #161. This proposal shall be available for public review in the President/Superintendent's Office from July 20 to August 16, 2017, and the public will have an opportunity to respond to this proposal at the next scheduled Board meeting, August 16, 2017.

56. **Information Item: Associated Students of Cerritos College (ASCC) Annual Budget for 2017-2018 (Office of Student Services)**

    The Board of Trustees will review the Associated Students of Cerritos College (ASCC) Annual Budget for 2017-2018.

REPORTS AND COMMENTS FROM DISTRICT OFFICIALS

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

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

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

57. **President/Superintendent's 2017-18 Goals**

58. **Conference with Labor Negotiators (GC #54957.6)**

A. Agency Representatives: Dr. Adriana Flores-Church, Dr. Jose Fierro
B. Employee Organizations:
California School Employees Association (CSEA)
Cerritos College Faculty Federation (CCFF)

59. **Reconvene to Open Session**

60. **Adjournment**

The Next Regular Meeting of the Board of Trustees is set for Wednesday, August 16, 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 July 13, 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: **July 19, 2017**
Agenda Item No. 5

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 Sharon Plump, Gardner/Groundskeeper for Facilities as Outstanding Classified/Confidential Employee of the Month for June 2017.

FISCAL IMPACT
No fiscal impact.

REPORT SUMMARY
The Outstanding Classified/Confidential Employee Selection Committee named Sharon Plump as the recipient of the Outstanding Classified/Confidential Employee of the Month Award for June 2017.

Sharon began her career at Cerritos College in January 2012 as a classified employee in the facilities department.

Sharon is known to the campus for her incredible work ethic and the attention she gives the areas she cares for as a gardener. She radiates joy for her job and her positive attitude is contagious.

Sharon is here quite early and is the first point of contact for many people, she is always ready and willing to help a student in need whether it be by giving directions or by offering warm smile and greeting.

Sharon is so outstanding, that this is her second employee of the month recognition award in last five years and it likely won't be her last.

Sharon, 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: **July 19, 2017**
Agenda Item No. 8

FROM: Dr. Jose Fierro
President/Superintendent

SUBJECT: Consideration of Approval Minutes

ACTION
It is recommended that the Board of Trustees approve the minutes of the meetings of March 1, 2017 through June 21, 2017.

FISCAL IMPACT
No fiscal impact.

REPORT SUMMARY
It is recommended that the Board of Trustees approve the following minutes:

- March 1, 2017
- April 5, 2017
- April 19, 2017 (Special)
- April 19, 2017 (Regular)
- May 31, 2017
- May 3, 2017
- May 17, 2017
- June 7, 2017
- June 21, 2017

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: **July 19, 2017**

Agenda Item No. 9

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Rick Miranda
Vice President, Academic Affairs
Assistant Superintendent

SUBJECT: Consideration of Approval of Modification to Curriculum

ACTION

It is recommended that the Board of Trustees consider approval of a modification to curriculum. It is recommended that the Insurance – Property and Casualty Associate in Arts Degree be inactivated due to low enrollment and lack of industry support for the certificate.

FISCAL IMPACT

No fiscal impact.

REPORT SUMMARY

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

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

Modification to Curriculum (Inactivation: Insurance – Property and Casualty Associate in Arts Degree)

Modification to Curriculum
Presented at the Regular Board Meeting of July 19, 2017

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
Inactivation	Business, Humanities, and Social Sciences	Insurance – Property and Casualty Associate in Arts Degree	The program is not viable due to low enrollment and lack of industry support for this certificate. The inactivation of this AA degree was included as a “Program Review” item for the Accounting and Finance department in our 2014 self-study report. The department voted to inactivate the INSR AA degree in Fall 2015. The intention of the Accounting Department is to remove the Insurance (INSR) AA degree formally through the Curriculum Committee as soon as possible.	March 9, 2017

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **July 19, 2017**
Agenda Item No. 10

FROM:
Dr. Jose Fierro
President/Superintendent

REVIEWED BY:
Rick Miranda
Vice President, Academic Affairs
Assistant Superintendent

PREPARED BY:
Dr. Nick Real
Instructional Dean, Technology

SUBJECT: Consideration of Approval of Stipends for Faculty to Attend Project Lead the Way (PLTW) Summer 2017 Training

ACTION
It is recommended that the Board of Trustees consider approval of payment of stipends to faculty upon completion of the Project Lead the Way (PLTW) Summer 2017 training. The training will be conducted between June 18 and August 4, 2017.

FISCAL IMPACT
Funds from the Advanced Manufacturing Engineering Technology Linked Learning (AMETLL) grant provided by the Technology Division will be utilized. The total amount for the faculty stipends is $5,000. No general funds will be used.

REPORT SUMMARY
Three faculty members will attend Project Lead the Way (PLTW) Summer 2017 training for the Advanced Manufacturing Engineering Technology Linked Learning (AMETLL) grant.

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- Jaya Hiranandani, Engineering Design Technology – Stipend of $1,250
  Jaya Hiranandani will attend training June 18–30, 2017

- David Li, Engineering Design Technology – Stipend of $2,500
  David Li will attend 2 trainings; July 9–21, 2017 and July 23 – August 4, 2017

- Miodrag Micic, Engineering Design Technology – Stipend of $1,250
  Miodrag Micic will attend training July 9–21, 2017

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: **July 17, 2017**

Agenda Item No. 11

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Rick Miranda
Vice President, Academic Affairs
Assistant Superintendent

PREPARED BY:

Dr. Nick Real
Instructional Dean of Technology

SUBJECT: Consideration of Approval of Strong Workforce Stipends for Faculty

ACTION

It is recommended that the Board of Trustees approve stipends for faculty upon completion of individual projects designed to improve Career Technical Education Programs.

FISCAL IMPACT

Strong Workforce Program funds in the total amount of $93,200 will be utilized for this expenditure. No district general funds will be used.

REPORT SUMMARY

As part of the effort to improve Career Technical Education Programs, the CTE Office was allocated Strong Workforce funding to improve Career Technical Education Programs across CTE TOP Codes. Faculty were required to submit applications, participate in technical review of their programs, create new curriculum as needed, update outdated curriculum as needed, research, install, and learn to operate new equipment to meet industry standards, attend workshops, conference, and disseminate the information to other faculty, and complete a final report, including program outcomes. The faculty listed below will receive their stipends when their individual projects are completed.

	Name	Topic	Amount
1.	Mark Fronke	Accounting	$5,000
2.	Michael Farina	Accounting	$5,000
3.	Teresa Alenikov	Accounting	$5,000
4.	Debra Johnson	Accounting	$5,000
5.	Peter Moloney	Accounting	$5,000
6.	Cynthia Moriarty	Business	$3,000
7.	Jianli Hu	Business	$3,000
8.	Vykki Morgan	Education Tech	$5,000
9.	Barbara Soden	BCOT	$3,000
10.	Mageya Sharp	BCOT	$3,000
11.	Kenny Lou	CIS	$5,000
12.	Phuong Nguyen	CIS	$2,500
13.	Jack Wilson	CIS	$2,500

	Name	Topic	Amount
14.	Susan Fuschetto	CIS	$2,500
15.	Andrew Maz	Music/Theater	$5,000
16.	Donna Wedell	Dental Assisting	$2,500
17.	Lydia Cosio	Dental Assisting	$2,500
18.	Susan McDonald	Speech/Language Pathology	$ 700
19.	Maria Castro	Athletic Trainer	$5,000
20.	Carrie Edwards	Fitness Trainer	$5,000
21.	Christian Maldonado	Mental Health	$5,000
22.	Carl Stammerjohn	Woodworking	$2,000
23.	Ruben Foat	Woodworking	$2,000
24.	Chuong Vo	Machine Tool	$4,000
25.	Jason Foral	Welding	$5,000

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: **June 7, 2017**
Agenda Item No. 12

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Rick Miranda
Vice President, Academic Affairs
Assistant Superintendent

PREPARED BY:

Dr. Nick Real
Instructional Dean of Technology

SUBJECT: Consideration of Acceptance of 2017-2018 Perkins/CTE Transition Funds Allocation

ACTION
It is recommended that the Board of Trustees approve the acceptance of the 2017-2018 Title I, Part C, Section 132 allocation under the Carl Perkins Career and Technical Education Act in the amount of $908,760.

FISCAL IMPACT
The District will receive $908,760 to be used for Career Technical Education program improvement purposes as outlined in the report summary.

REPORT SUMMARY
The purpose of the Perkins Act is to develop more fully the academic, vocational and technical skills of the postsecondary students who elect to enroll in vocational and technical education programs by:

- Increasing the integration of academic and vocational instruction
- Providing staff development opportunities to keep faculty up-to-date
- Providing supplementary services that support the success of vocational students
- Enabling the purchases of up-to-date equipment for vocational programs

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: **July 19, 2017**
Agenda Item No. 13

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: **Consideration of Ratification of Change Order No. 1 [Unforeseen Conditions], (Bid No. 13P032, Category 02), Fata Construction and Development, Fine Arts-CIS/Math Building**

ACTION

It is recommended that the Board of Trustees ratify Change Order No. 1 [Unforeseen Conditions] in the amount of $47,077 for the Fine Arts-CIS/Math Building project.

FISCAL IMPACT

The amount from Change Order No. 1 will be $47,077, increasing the total contract amount to $990,077. In addition to the monetary increase, the change order also provides for an additional 12 days of work. Funding will be allocated from the GO Bond.

REPORT SUMMARY

On October 1, 2014, the Board awarded a contract to Fata Construction and Development 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 02 of this project represents the Demolition & Abatement/Grading/Paving element of work. Public Contract Code Section 20659 requires Board approval for a change order to a public works bid.

The total amount for the attached item in Change Order No. 1 is $47,077. The original contract amount approved by the Board was $943,000. Therefore, Change Order No. 1 is in compliance with Public Contract Code Section 20659. Change Order No. 1 is due to unforeseen conditions relating to abatement of existing asbestos flooring found underneath wall framing and existing casework/cabinetry in the Old Fine Arts building complex. The existing asbestos flooring was discovered upon demolition in certain areas. In addition, Fata Construction and Development also coordinated the disposal of existing asbestos irrigation pipe that had been previously encountered and removed by the plumbing contractor. 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	July 19, 2017	$47,077	5.0%

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

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

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

ATTACHMENT(S)
Change Order No. 1 to Contract No. 13P032-02 (Fine Arts Building portion) – Fata Construction and Development
Contract No. 13P032-02 – Fata Construction and Development

Project:	Cerritos College Fine Arts & CIS Math	Change Order Number: 01 Contract # 13P032-02
To:	Fata Construction and Development 20647 Brana Road Riverside, CA 92508 Phone: 951-786-8126 Fax: 951-780-8071	Date: April 19, 2017 Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 1.01

Building:	Fine Arts
Description:	Disposal of existing asbestos pipe (Fata [Fata Construction and Development] COR # 34R).
Reason:	An existing unforeseen asbestos irrigation pipe was previously encountered, removed and set aside by the plumbing contractor as to be properly disposed of during the future abatement portion of work. This is for the proper disposal by others.
Benefit:	Proper disposal of this material during the abatement of portion of the project in lieu of a special trip to dispose of.
Requested by:	Tilden-Coil Constructors, Inc.
CO Type:	Unforeseen Condition

Change Amount: $1,478.00

Time Extension: .....0 Work days

Item 1.02

Building:	Fine Arts
Description:	Abatement of existing asbestos flooring found underneath existing wall framing in the southwest building of the Old Fine Arts building complex (Fata COR # 40R).
Reason:	Upon demolition starting in this building area, existing asbestos flooring was found to remain underneath existing wall framing whereas it was previously removed from a given room.
Benefit:	Proper disposal of this material as to allow for the advancement of demolition in this building area.
Requested by:	Tilden-Coil Constructors, Inc.
CO Type:	Unforeseen Condition

Change Amount: $11,000.00

Time Extension: .....3 Work days

Item 1.03

Building: Fine Arts
Description: Abatement of existing asbestos flooring found underneath existing casework/cabinetry in the southwest building of the Old Fine Arts building complex (Fata COR # 41R).
Reason: Upon demolition starting in this building area, existing asbestos flooring was found to remain underneath existing casework/cabinetry whereas it was previously removed from a given room.
Benefit: Proper disposal of this material as to allow for the advancement of demolition in this building area.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Unforeseen Condition

Change Amount: $3,130.00

Time Extension: .....1 Work days

Item 1.04

Building: Fine Arts
Description: Abatement of existing asbestos flooring found underneath existing wall framing in the southeast and northwest buildings of the Old Fine Arts building complex (Fata COR # 47 and similar to CO No. 01, Item No. 1.02).
Reason: Upon demolition starting in these building areas, existing asbestos flooring was found to remain underneath existing wall framing whereas it was previously removed from a given room.
Benefit: Proper disposal of this material as to allow for the advancement of demolition in these building areas.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Unforeseen Condition

Change Amount: $20,000.00

Time Extension: .....6 Work days

Item 1.05

Building: Fine Arts
Description: Abatement of existing asbestos flooring found underneath existing casework/cabinetry in the remaining buildings of the Old Fine Arts building complex (Fata COR # 48 and similar to CO No. 01, Item No. 1.03).
Reason: Upon demolition starting in these building areas, existing asbestos flooring was found to remain underneath existing casework/cabinetry whereas it was previously removed from a given room.
Benefit: Proper disposal of this material as to allow for the advancement of demolition in these building areas.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Unforeseen Condition

Change Amount: $11,469.00

Time Extension: .....2 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER $47,077.00
TOTAL ADDITIONAL WORKING DAYS ..... Days: 12

CONTRACT SUMMARY:

Original Contract Amount	$	943,000.00
Net change by previous Change Order	$	-
Net sum prior to this Change Order	$	943,000.00
Amount of Change Order No. 01	$	47,077.00
New Contract Sum	$	990,077.00
Percentage of Change to Contract		5.0%

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 _____, 2017

Requested By:

4-20-17
(SIGNATURE & DATE)
FATA CONSTRUCTION AND DEVELOPMENT
ANTOUN FATA
OWNER
20647 BRANA ROAD
RIVERSIDE, CA 92508

Approved By:

(SIGNATURE & DATE)
CERRITOS COLLEGE
FELIPE R. LOPEZ
VICE PRESIDENT OF BUSINESS SERVICES / ASSISTANT SUPERINTENDENT

Reviewed By:

4/9/2017
(SIGNATURE & DATE)
CERRITOS COLLEGE
DAVID C. MOORE,
DIRECTOR OF THE PHYSICAL PLANT & CONSTRUCTION SERVICES

Reviewed By:

6-21-17
(SIGNATURE & DATE)
CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING & CONTRACT ADMINISTRATION

Reviewed By:

see attached
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

4/20/17
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

06/09/17
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

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

This Change Order is hereby executed on behalf of the Board of Trustees on _____ of _____, 2017

Requested By:

11-20-17

(SIGNATURE & DATE)
FATA CONSTRUCTION AND DEVELOPMENT
ANTOUN FATA
OWNER
20647 BRANA ROAD
RIVERSIDE, CA 92508

Approved By:

(SIGNATURE & DATE)
CERRITOS COLLEGE
FELIPE R. LOPEZ
VICE PRESIDENT OF BUSINESS SERVICES / ASSISTANT SUPERINTENDENT

Reviewed By:

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

Reviewed By:

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

Reviewed By:

06.07.17

(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

4/20/17

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

Reviewed By:

06/09/17

(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.: 13P032-02

BID CATEGORY: 02, Demolition & Abatement/Grading/Asphalt Paving

DOLLAR VALUE: $943,000.00

LIQUIDATED DAMAGES: $2,500.00 per day

CONTRACTOR: Fata Construction & Development

TERM: 738 Calendar Days

TIME FOR COMPLETION:_____

Fata Construction & Development

Address: 20647 Brana Road, Riverside, CA 92508
Phone: 951-786-8126
Fax: 951-780-8071

AGREEMENT

This Agreement is made and entered into this **2nd day of October, 2014,** by and between the **Cerritos Community College District** ("District") and **Fata Construction and Development** ("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 02, Demolition & Abatement/Grading/Asphalt Paving
   ("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 A Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.

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

14. [**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:

Nine Hundred Forty-Three Thousand and 00/100 Dollars

($ 943,000.00),

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

Fine Arts:

Four-Hundred, Twenty-Five Thousand Dollars	**$425,000.00**

CIS/Math:

Five-Hundred, Eighteen Thousand Dollars	**$518,000.00**

in lawful money of the United States, which sum is to be paid according to the schedule provided by the Contractor and accepted by the District and subject to

additions and deductions as provided in the Contract. This amount supersedes any previously stated and/or agreed to amount(s).

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

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

CONTRACTOR

FATA CONSTRUCTION AND DEVELOPMENT

By: _____

Title: Owner

Print Name: Antoun Fata

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. 13P032-02

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 **Fata Construction & Development** with its principal place of business at 20647 Brana Road, Riverside, CA 92508 ("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 02** ("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:
Fata Construction & Development

By: _____
Signature

Antoun Fata, Owner
Typed or Printed Name, & Title

CERRITOS COMMUNITY COLLEGE DISTRICT:

By: _____
Signature

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

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **July 19, 2017**

Agenda Item No. 14

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Ratification of Change Order No. 12 [Deductive Credit], (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. 12 [Deductive Credit] in the deductive amount of $6,971 for the Fine Arts-CIS/Math Building project.

FISCAL IMPACT

The deductive amount from Change Order No. 12 will be $6,971, decreasing the total contract amount to $7,600,391. 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 deductive amount for the attached item in Change Order No. 12 is $6,971. The original contract amount approved by the Board was $7,187,571. Therefore, Change Order No. 12 is in compliance with Public Contract Code Section 20659. Change Order No. 12 is due to a credit on Rocky Coast's behalf to offset the costs incurred by Eberhard to replace a finished metal panel due to Rocky Coast's failure to protect the panel while performing site work; this can be referenced in Change Order No. 1 submitted by Eberhard. Change Order No. 12 is also due to a credit on Rocky Coast's behalf to offset the costs incurred by Southcoast Acoustical for the acceleration of labor for the exterior metal ceiling system due to Rocky Coast's inability to procure and install all paving materials for the bridge area; this can be referenced in Change Order No. 1 submitted by Southcoast Acoustical. Change Order No. 12 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. 12.

	Change Order	Date	Amount	Percentage of Change
Pending	12	July 19, 2017	($6,971)	5.7%
	11	June 7, 2017	$12,509	5.8%
	10	June 7, 2017	$173,767	5.7%
	9	January 18, 2017	$ 1,630	3.2%
	8	January 18, 2017	$ 5,077	3.2%
	7	January 18, 2017	$2,865	3.2%
	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. 12 to Contract No. 13P032-04 (Fine Arts Building portion) – Rocky Coast Builders, Inc.
Change Order No. 11 to Contract No. 13P032-04 (CIS/Math Building portion) – Rocky Coast Builders, Inc.
Change Order No. 10 to Contract No. 13P032-04 (Fine Arts Building portion) – Rocky Coast Builders, Inc.
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: 12

Contract # 13P032-04

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

Date: March 10, 2017

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 12.01

Building: Fine Arts
Description: Replacement of finished metal panel by Bid Category #07 (BC 07-Sheet Metal and Trim) prime contractor due to trade damage on behalf of Bid Category #04 (BC 04-Structural and Site Concrete) prime contractor.
Reason: Rocky Coast Builders failed to protect the finished metal panels while performing site work. As a result, a metal panel was required to be replaced on behalf of Bid Category #04. Reference Eberhard, Inc. (BC 07) additive Change Order #1.
Benefit: Ensured quality installation of the finished metal panels of exterior of the building.
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: ..... ($ 4,341.00)

Time Extension: .....0 Work days

Item 12.02

Building: Fine Arts
Description: Acceleration of labor for exterior metal ceiling system by Bid Category #12 (BC 12-Acoustical Ceilings & Treatments) prime contractor due to issues with procurement and installation of materials by Bid Category #04 (BC 04-Structural and Site Concrete) prime contractor for the paving located on the exterior bridge of the Fine Arts building.
Reason: Rocky Coast Builders was unable to procure and install all paving materials for the bridge in a timely matter. As a result, additional labor was required to be completed by Southcoast Acoustical (BC 12) on behalf of Bid Category #04. Reference Southcoast Acoustical, Inc. (BC 12) additive Change Order #1.
Benefit: Ensured surface of bridge was completed to allow occupancy of area.
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: ..... ($ 2,630.00)

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER ..... ($6,971.00)
TOTAL ADDITIONAL WORKING DAYS ..... Days: 0

CONTRACT SUMMARY:

Original Contract Amount	$	7,187,571.00
Net change by previous Change Order	$	419,791.00
Net sum prior to this Change Order	$	7,607,362.00
Amount of Change Order No. 12	$	(6,971.00)
New Contract Sum	$	7,600,391.00
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 _____, 2017

Requested By:

6/13/17
(SIGNATURE & DATE)
ROCKY COAST BUILDERS, INC.
~~COREY ARNOLD~~ CHRIS MADSEN
135 South Market Place
Escondido, CA 92029

Approved By:

(SIGNATURE & DATE)
CERRITOS COLLEGE
FELIPE LOPEZ
VP BUSINESS SERVICES

Reviewed By:

6/19/17
(SIGNATURE & DATE)
CERRITOS COLLEGE
DAVID C. MOORE,
DIRECTOR OF THE PHYSICAL PLANT

Reviewed By:

6-21-17
(SIGNATURE & DATE)
CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:

See attached
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

6/14/17
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

06/19/17
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

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

This Change Order is hereby executed on behalf of the Board of Trustees on _____ of _____, 2017

Requested By:

6/13/17
(SIGNATURE & DATE)
ROCKY COAST BUILDERS, INC.
~~COREY ARNOLD~~ CHRIS MADSEN
135 South Market Place
Escondido, CA 92029

Approved By:

_____
(SIGNATURE & DATE)
CERRITOS COLLEGE
FELIPE LOPEZ
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:

06.14.17
(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: 11 Contract # 13P032-04
To:	Rocky Coast Builders, Inc. 135 South Market Place Escondido, CA 92029 Phone: 760-489-7770 Fax: 760-489-7771	Date: March 10, 2017 Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 11.01

Building:	Math / CIS
Description:	Add additional reglets along the roof line of the east and west elevations of the Math / CIS building.
Reason:	Upon review, it was requested by the roofing manufacturer for additional reglets to be installed to accommodate all exterior finish transitions, and achieve a complete warranted roofing system.
Benefit:	Ensured roofing system is approved for full warranty by the roofing manufacturer.
Requested by:	Tilden-Coil Constructors, Inc.
CO Type:	Owner Request

Change Amount: ..... $ 2,682.00

Time Extension: .....0 Work days

Item 11.02

Building:	Math / CIS
Description:	Provide additional labor to accommodate additional interior/ Owner furnished building signage, along the concrete shearwalls located on the 1st and 2nd floor of the east lobby for the Math / CIS building.
Reason:	Upon review, it was determined that new/ Owner Furnished interior signage would be installed. As a result, labor was provided to sack and patch the holes encountered at the concrete shearwall during the removal of previous signage installed.
Benefit:	Provides an aesthetic finish of concrete shearwalls, as a result of new interior signage.
Requested by:	Tilden-Coil Constructors, Inc.
CO Type:	Owner Request

Change Amount: ..... $ 1,533.00

Time Extension: .....0 Work days

Item 11.03

Building: Math / CIS

Description: Provide additional labor to provide an aesthetic exposed concrete finish along the exposed concrete shearwalls located on the 1st and 2nd floors of the CIS / Mathematics building.

Reason: Upon review, it was requested to proceed with providing additional sacking material and labor, above and beyond contractual obligation, and provide an acceptable exposed concrete finish.

Benefit: Ensures an acceptable aesthetic finish to match the exposed concrete shearwalls.

Requested by: Tilden-Coil Constructors, Inc.

CO Type: Owner Request

Change Amount: ..... $ 8,294.00

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER **$12,509.00**
TOTAL ADDITIONAL WORKING DAYS ..... **Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	$	7,187,571.00
Net change by previous Change Order	$	407,282.00
Net sum prior to this Change Order	$	7,594,853.00
Amount of Change Order No. 11	$	12,509.00
New Contract Sum	$	7,607,362.00
Percentage of Change to Contract		5.8%

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 7th of June, 2017

Requested By:

3.27.17
(SIGNATURE & DATE)
ROCKY COAST BUILDERS, INC.
COREY ARNOLD
135 South Market Place
Escondido, CA 92029

Approved By:

6/12/2017
(SIGNATURE & DATE)
CERRITOS COLLEGE
FELIPE LOPEZ
VP BUSINESS SERVICES

Reviewed By:

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

Reviewed By:

5-15-17
(SIGNATURE & DATE)
CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:

04.14.17
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

4/19/17
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

05/04/17
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

Project:	Cerritos College Fine Arts & CIS Math	Change Order Number: 10 Contract # 13P032-04
To:	Rocky Coast Builders, Inc. 135 South Market Place Escondido, CA 92029 Phone: 760-489-7770 Fax: 760-489-7771	Date: March 10, 2017 Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 10.01

Building: Fine Arts

Description: Provide demolition and remedial labor to repair structural voids encountered upon completion of the concrete shear walls located at the Fine Arts building.

Reason: As a follow up to executed Change Order #2, item #1.01 for Rocky Coast Builders, Inc. (BC 04), upon review, it was determined that additional demolition and remediation steps were required by the Division of State Architect to be applied to the voids encountered to the concrete shearwalls, as a result of the concrete pours completed with the specified aggregate.

Benefit: Ensures repairs to concrete shearwall voids encountered were repaired to the satisfaction of the Division of State Architect.

Requested by: Division of State Architect (DSA)

CO Type: Agency Driven

Change Amount: ..... $ 31,747.00

Time Extension: .....0 Work days

Item 10.02

Building: Fine Arts

Description: Provide additional concrete samples and mockups, in anticipation to pour the exposed polished concrete along the 1st and 2nd floors of the Fine Arts building.

Reason: Upon review, it was requested for Rocky Coast Builders, Inc. (BC 04) to provide additional samples and mockups, above and beyond contractual obligation, to implement all encountered field conditions related to the building, prior to the concrete pour of each floor.

Benefit: Ensured expectations and quality related to finish of exposed concrete flooring was met.

Requested by: Tilden-Coil Constructors, Inc.

CO Type: Owner request

Change Amount: ..... $ 8,290.00

Time Extension: .....0 Work days

Item 10.03

Building: Fine Arts
Description: Provide additional labor to accommodate the exposed polished concrete along the 1st and 2nd floors of the Fine Arts building.
Reason: Upon review, it was requested for Rocky Coast Builders, Inc. (BC 04) to provide additional labor, above and beyond contractual obligation, to implement all encountered field conditions in preparation to polish all exposed concrete located on each floor of the building.
Benefit: Ensured expectations and quality related to finish of exposed concrete flooring was met.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Owner request

Change Amount: ..... $ 15,127.00

Time Extension: .....0 Work days

Item 10.04

Building: Fine Arts
Description: Provide additional labor to accommodate revisions to the 2nd floor concrete deck, to accommodate the mobile Nanawall sliding door system located in rooms 245 and 246 of the Fine Arts building.
Reason: Upon review, it was determined that revisions to the 2nd floor concrete deck were required to be completed, in order to receive the proposed tracks for the sliding door system, including demolition of the existing concrete deck, additional concrete, and a concrete stain.
Benefit: Ensured the concrete deck was modified and prepared as necessary to receive sliding door system.
Requested by: Hill Partnership, Inc.
CO Type: Design Omission

Change Amount: ..... $ 34,071.00

Time Extension: .....0 Work days

Item 10.05

Building: Fine Arts
Description: Provide additional labor to accommodate the installation of the beams located along the south end of the exterior workyard of the Fine Arts building.
Reason: Upon review, it was determined that a portion of the concrete shearwall along the south elevation was required to be sawcut, in order to accommodate the installation of two (2) horizontal steel beam members.
Benefit: Ensured the concrete shearwall was modified and prepared as necessary to receive the proposed steel members.
Requested by: Hill Partnership, Inc.
CO Type: Design Error

Change Amount: ..... $ 1,486.00

Time Extension: .....0 Work days

Item 10.06

Building: Fine Arts
Description: Add an additional concrete curb to accommodate a furred out wall, located along the exterior elevation of the north elevator, along the roof deck of the Fine Arts building.
Reason: Upon review, it was determined that a portion of the elevator shaft wall was required to be furred and extended outward, in order to accommodate the installation of the elevator cab. As a result, a concrete curb was provided to support the additional wall.
Benefit: Ensured clearance dimensions were met to accommodate the proposed elevator cab.
Requested by: Hill Partnership, Inc.
CO Type: Design Error

Change Amount: ..... $ 1,364.00

Time Extension: .....0 Work days

Item 10.07

Building: Fine Arts
Description: Add additional reglets along the roof line of the north and south elevations of the Fine Arts building.
Reason: Upon review, it was requested by the roofing manufacturer for additional reglets to be installed to accommodate all exterior finish transitions, and achieve a complete warranted roofing system.
Benefit: Ensured roofing system is approved for full warranty by the roofing manufacturer.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Owner Request

Change Amount: ..... $ 4,699.00

Time Extension: .....0 Work days

Item 10.08

Building: Fine Arts
Description: Add additional concrete sawcuts to the exterior flatwork located along the north elevation of the Fine Arts building.
Reason: Upon review, it was requested for additional sawcuts to be applied to the concrete flatwork, specifically where the concrete was poured in a horizontal radius application, to minimize any cracking of the concrete.
Benefit: Minimizes any potential future cracking of concrete, as well as maintains the enhanced appearance of the concrete.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Owner Request

Change Amount: ..... $ 1,033.00

Time Extension: .....0 Work days

Item 10.09

Building: Fine Arts
Description: Add additional anchor bolts to accommodate two (2) new steel columns, located along the west elevation of the Fine Arts building.
Reason: Upon review, it was requested by the Division of State Architect (DSA) to shift the exterior canopy away from the building, to maintain a minimum of 4" of seismic separation between the building and exterior canopy. As a result, two (2) of the steel columns supporting the canopy was required to be exposed and relocated in order to accommodate the revised location.
Benefit: Provides acceptance of seismic separation of structures requested by DSA.
Requested by: Division of State Architect (DSA)
CO Type: Agency Driven

Change Amount: ..... $ 3,890.00

Time Extension: .....0 Work days

Item 10.10

Building: Fine Arts
Description: Provide additional labor to demolish an existing underground utility encasement located along the west elevation of the Fine Arts building.
Reason: Upon review, an existing unforeseen underground utility encasement was discovered. In order to accommodate the proposed site lighting fixtures, portions of the existing utility encasement was removed and disposed of.
Benefit: Ensured proposed site lighting was installed for future illumination of path of travel walkways.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Unforeseen Condition

Change Amount: ..... $ 1,472.00

Time Extension: .....0 Work days

Item 10.11

Building: Fine Arts
Description: Add an additional concrete curb to accommodate the exterior door located along the west elevation of the Fine Arts building.
Reason: Upon review, it was determined that the proposed exterior storefront assembly required an exterior curb to attach to. As a result, a concrete curb was poured to allow the proposed storefront system to be installed.
Benefit: Allows sufficient installation of proposed storefront assembly.
Requested by: Hill Partnership, Inc.
CO Type: Design Omission

Change Amount: ..... $ 953.00

Time Extension: .....0 Work days

Item 10.12

Building: Fine Arts
Description: Provide additional labor to accommodate access to existing mechanical valves located along the south elevation of the Film building.
Reason: Upon review, it was determined that the two (2) valves for the existing chilled water lines were within the proposed footprint of the drive approach of the Film building. As a result, the lines were exposed, new valve covers were provided, and the proposed concrete curb was modified to a zero (0) elevation face, to accommodate future access to the lines.
Benefit: Provides access to existing chilled water lines for future maintenance.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Unforeseen Condition

Change Amount: ..... $ 6,996.00

Time Extension: .....0 Work days

Item 10.13

Building: Fine Arts
Description: Provide additional labor to accommodate access to an existing waterline located along the southeast elevation of the Fine Arts building.
Reason: Upon review, it was determined that a valve for an existing water line was within the proposed footprint of the ADA truncated domes for the fire access lane. As a result, a new valve cover was provided, and the ADA truncated domes were modified to be flushed with the cover, providing future access to the existing lines.
Benefit: Provides access to existing water line for future maintenance.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Unforeseen Condition

Change Amount: ..... $ 3,346.00

Time Extension: .....0 Work days

Item 10.14

Building: Fine Arts
Description: Provide additional concrete walkways located along the east and northeast elevations of the Fine Arts building.
Reason: Upon review, it was requested to install temporary concrete walkways to allow a full and accessible path of travel access for the campus, allowing the demolition of the existing Fine Arts building to continue to advance.
Benefit: Provides a sufficient path of travel for the campus, while allowing demolition and construction to move forward.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Owner Request

Change Amount: ..... $ 14,323.00

Time Extension: .....0 Work days

Item 10.15

Building: Fine Arts
Description: Provide additional labor to provide an aesthetic exposed concrete finish along the bottom tracks of the mobile shelving units located in rooms 111 and 114.
Reason: Upon review, it was requested provide additional concrete patching, above and beyond contractual obligation, to match the concrete adjacent to the bottom track of each shelving unit and provide an exposed concrete finish to match the adjacent flooring finish of each room.
Benefit: Ensures an acceptable aesthetic finish to match the exposed concrete flooring.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Owner Request

Change Amount: ..... $ 5,910.00

Time Extension: .....0 Work days

Item 10.16

Building: Fine Arts
Description: Provide additional labor to provide a new established SWPPP (Storm Water Prevention Plan) entrance located along the southeast corner of the Construction Laydown area
Reason: Upon review, it was requested to relocate the primary SWPPP entrance to the construction site, originally located along the southeast corner of the Fine Arts building, to the south east corner of the Construction laydown area, in order to advance the preparation and construction of the proposed fire lane. As a result, the rock at the original SWPPP was removed and hauled off, additional rock was provided at the entrance, and the construction rumble plates were moved into the new locations.
Benefit: Ensures campus maintains compliance with the SWPPP requirements.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Owner Request

Change Amount: ..... $ 22,873.00

Time Extension: .....0 Work days

Item 10.17

Building: Fine Arts
Description: Provide additional labor to provide an aesthetic exposed concrete finish along the exposed concrete shearwalls located on the 1st and 2nd floors of the Fine Arts building.
Reason: Upon review, it was requested to proceed with providing additional sacking material and labor, above and beyond contractual obligation, and provide an acceptable exposed concrete finish.
Benefit: Ensures an acceptable aesthetic finish to match the exposed concrete shearwalls.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Owner Request

Change Amount: ..... $ 16,587.00

Time Extension: .....0 Work days

Item 10.18

Building: Fine Arts

Description: Provide a credit back to the College based on overpaid amount of $400.00 to BC 04, Rocky Coast Builders, Inc.

Reason: With reference to the previously approved Change Order #06 for BC 04, Rocky Coast Builders, Inc., upon review, it was determined that the total of Change Order #06 was identified as $9,663.00, and the actual total for the sum of Items #1 through #3 was $9,263.00, indicating a delta of ($400.00). Based on this, a credit is to be provided back to the College for the delta amount.

Benefit: Ensures overpaid amount is credited back to the College.

Requested by: Tilden-Coil Constructors, Inc.

CO Type: Owner Request

Change Amount: ..... $ (400.00)

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER **$173,767.00**
TOTAL ADDITIONAL WORKING DAYS ..... **Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	$	7,187,571.00
Net change by previous Change Order	$	233,515.00
Net sum prior to this Change Order	$	7,421,086.00
Amount of Change Order No. 10	$	173,767.00
New Contract Sum	$	7,594,853.00
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 7th of June, 2017

Requested By:

3.27.17
(SIGNATURE & DATE)
ROCKY COAST BUILDERS, INC.
COREY ARNOLD
135 South Market Place
Escondido, CA 92029

Approved By:

6/12/2017
(SIGNATURE & DATE)
CERRITOS COLLEGE
FELIPE LOPEZ
VP BUSINESS SERVICES

Reviewed By:

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

Reviewed By:

5-15-17
(SIGNATURE & DATE)
CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:

04.14.17
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

9/19/17
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

05/04/17
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

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 16th of JANUARY, ~~2016~~ 2017

Requested By:

10/26/16
(SIGNATURE & DATE)
ROCKY COAST BUILDERS, INC.
COREY ARNOLD
135 South Market Place
Escondido, CA 92029

Approved By:

1/19/17
(SIGNATURE & DATE)
CERRITOS COLLEGE
FELIPE LOPEZ
VICE PRESIDENT OF 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 18th of January, ~~2016~~ 2017.

Requested By:

10/26/16
(SIGNATURE & DATE)
ROCKY COAST BUILDERS, INC.
COREY ARNOLD
135 South Market Place
Escondido, CA 92029

Approved By:

1/19/17
(SIGNATURE & DATE)
CERRITOS COLLEGE
FELIPE LOPEZ
VICE PRESIDENT OF 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: 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 18th of January, ~~2016~~ 2017

Requested By:

10.17.16

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

Approved By:

1/19/17

(SIGNATURE & DATE)
CERRITOS COLLEGE
FELIPE LOPEZ
VICE PRESIDENT OF 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:

11/07/16

(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 18th of January, ~~2016~~ 2017

Requested By:

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

Approved By:

1/19/17
(SIGNATURE & DATE)
CERRITOS COLLEGE
FELIPE LOPEZ
VICE PRESIDENT OF 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:

11/07/16
(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: Deacreased 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:

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: 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:

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: 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, b**y 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: **July 19, 2017**
Agenda Item No. 15

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: **Consideration of Ratification of Change Order No. 13 [Owner Added Scope, Deductive Credit], (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. 13 [Owner Added Scope, Deductive Credit] in the amount of $4,079 for the Fine Arts-CIS/Math Building project.

FISCAL IMPACT

The amount from Change Order No. 13 will be $4,079, increasing the total contract amount to $7,604,470. 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. 13 is $4,079. The original contract amount approved by the Board was $7,187,571. Therefore, Change Order No. 13 is in compliance with Public Contract Code Section 20659. Change Order No. 13 is due to the owner added scope of the completion of the site grading along the east elevation of the new Fine Arts Building. Fata Construction and Development was contractually obligated to this scope of work, but had not completed it. After formal correspondence had been submitted to Fata to complete the work, direction was provided to Rocky Coast to move forward with completion. Fata had also damaged the concrete shoring panels that were rented by Rocky Coast necessitating repair of the panels. Change Order 13 provides for a deductive credit due to a decrease of the scope of work regarding furnishing and installing a portion of sitework concrete reinforcement along the east elevation of the Fine Arts building. Upon review, it was determined that the sitework would be re-designed to accommodate the latest design for the Performing Arts Complex; this re-design resulted in less concrete and reinforcement that was required to be installed. Change Order No. 13 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. 13.

	Change Order	Date	Amount	Percentage of Change
Pending	13	July 19, 2017	$4,079	5.8%
Pending	12	July 19, 2017	($6,971)	5.7%
	11	June 7, 2017	$12,509	5.8%
	10	June 7, 2017	$173,767	5.7%
	9	January 18, 2017	$ 1,630	3.2%
	8	January 18, 2017	$ 5,077	3.2%
	7	January 18, 2017	$2,865	3.2%
	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. 13 to Contract No. 13P032-04 (Fine Arts Building portion) – Rocky Coast Builders, Inc.
Change Order No. 12 to Contract No. 13P032-04 (Fine Arts Building portion) – Rocky Coast Builders, Inc.
Change Order No. 11 to Contract No. 13P032-04 (CIS/Math Building portion) – Rocky Coast Builders, Inc.
Change Order No. 10 to Contract No. 13P032-04 (Fine Arts Building portion) – Rocky Coast Builders, Inc.
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: 13

Contract # 13P032-04

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

Date: March 10, 2017

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 13.01

Building: Fine Arts

Description: Add to offset the cost to complete the site grading located along the east elevation of the new Fine Arts building, contractually owed by Fata Construction, and completed by the Bid Category #4 (BC 04-Building & Site Concrete) prime contractor.

Reason: Upon review, it was determined that the complete sitework grading, located along the east elevation of the new Fine Arts building, had not been accomplished by Fata Construction. Succeeding formal correspondence to Fata Construction to complete the work, direction was provided to Rocky Coast Builders, Inc. (BC 04) to advance the required site grading on behalf of Fata Construction.

Benefit: Ensured that the required site grading was accomplished to allow sitework utilities to advance.

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: $48,492.00

Time Extension: .....0 Work days

Item 13.02

Building: Fine Arts

Description: Add to offset the cost to repair the concrete shoring panels located within the construction laydown area, damaged by Fata Construction and rented by the Bid Category #4 (BC 04-Building & Site Concrete) prime contractor.

Reason: Upon review, it was determined that the concrete shoring panels that were rented by Rocky Coast Builders, Inc. (BC 04) were damaged by Fata Construction, and were required to be repaired.

Benefit: Ensured that payment was made for the rented panels that were damaged.

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: $1,249.00

Time Extension: .....0 Work days

Item 13.03

Building: Fine Arts

Description: Provide credit to omit furnishing and installing a portion of sitework concrete reinforcement located along the east elevation of the Fine Arts building.

Reason: Upon review, it was determined that the sitework related to the east elevation of the Fine Arts building would be re-designed to accommodate the latest design for the future Performing Arts Complex. As a result, the re-design of the east elevation resulted in less concrete and reinforcement required to be installed.

Benefit: Ensured scope of work omitted was credited back to the College.

Requested by: Tilden-Coil Constructors, Inc.

CO Type: Deductive Change Order

Change Amount: ..... ($45,662.00)

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER **$4,079.00**
TOTAL ADDITIONAL WORKING DAYS ..... **Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	$	7,187,571.00
Net change by previous Change Order	$	412,820.00
Net sum prior to this Change Order	$	7,600,391.00
Amount of Change Order No. 13	$	4,079.00
New Contract Sum	$	7,604,470.00
Percentage of Change to Contract		5.8%

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 _____ of _____, 2017

Requested By:

6/13/17
(SIGNATURE & DATE)
ROCKY COAST BUILDERS, INC.
~~COREY ARNOLD~~ CHRIS MADSEN
135 South Market Place
Escondido, CA 92029

Approved By:

(SIGNATURE & DATE)
CERRITOS COLLEGE
FELIPE LOPEZ
VP BUSINESS SERVICES

Reviewed By:

6/19/17
(SIGNATURE & DATE)
CERRITOS COLLEGE
DAVID C. MOORE,
DIRECTOR OF THE PHYSICAL PLANT

Reviewed By:

6-21-17
(SIGNATURE & DATE)
CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:

See Attached
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

6/14/17
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

06/19/17
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

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

This Change Order is hereby executed on behalf of the Board of Trustees on _____ of _____, 2017

Requested By:

6/13/17

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

Approved By:

(SIGNATURE & DATE)
CERRITOS COLLEGE
FELIPE LOPEZ
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:

06.14.17

(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: 12

Contract # 13P032-04

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

Date: March 10, 2017

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 12.01

Building: Fine Arts
Description: Replacement of finished metal panel by Bid Category #07 (BC 07-Sheet Metal and Trim) prime contractor due to trade damage on behalf of Bid Category #04 (BC 04-Structural and Site Concrete) prime contractor.
Reason: Rocky Coast Builders failed to protect the finished metal panels while performing site work. As a result, a metal panel was required to be replaced on behalf of Bid Category #04. Reference Eberhard, Inc. (BC 07) additive Change Order #1.
Benefit: Ensured quality installation of the finished metal panels of exterior of the building.
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: ..... ($ 4,341.00)

Time Extension: .....0 Work days

Item 12.02

Building: Fine Arts
Description: Acceleration of labor for exterior metal ceiling system by Bid Category #12 (BC 12-Acoustical Ceilings & Treatments) prime contractor due to issues with procurement and installation of materials by Bid Category #04 (BC 04-Structural and Site Concrete) prime contractor for the paving located on the exterior bridge of the Fine Arts building.
Reason: Rocky Coast Builders was unable to procure and install all paving materials for the bridge in a timely matter. As a result, additional labor was required to be completed by Southcoast Acoustical (BC 12) on behalf of Bid Category #04. Reference Southcoast Acoustical, Inc. (BC 12) additive Change Order #1.
Benefit: Ensured surface of bridge was completed to allow occupancy of area.
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: ..... ($ 2,630.00)

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER ..... ($6,971.00)
TOTAL ADDITIONAL WORKING DAYS ..... Days: 0

CONTRACT SUMMARY:

Original Contract Amount	$	7,187,571.00
Net change by previous Change Order	$	419,791.00
Net sum prior to this Change Order	$	7,607,362.00
Amount of Change Order No. 12	$	(6,971.00)
New Contract Sum	$	7,600,391.00
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 _____, 2017

Requested By:

6/13/17
(SIGNATURE & DATE)
ROCKY COAST BUILDERS, INC.
~~COREY ARNOLD~~ CHRIS MADSEN
135 South Market Place
Escondido, CA 92029

Approved By:

(SIGNATURE & DATE)
CERRITOS COLLEGE
FELIPE LOPEZ
VP BUSINESS SERVICES

Reviewed By:

6/19/17
(SIGNATURE & DATE)
CERRITOS COLLEGE
DAVID C. MOORE,
DIRECTOR OF THE PHYSICAL PLANT

Reviewed By:

6-21-17
(SIGNATURE & DATE)
CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:

See attached
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

6/14/17
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

06/19/17
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

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

This Change Order is hereby executed on behalf of the Board of Trustees on _____ of _____, 2017

Requested By:

6/13/17
(SIGNATURE & DATE)
ROCKY COAST BUILDERS, INC.
~~COREY ARNOLD~~ CHRIS MADSEN
135 South Market Place
Escondido, CA 92029

Approved By:

_____
(SIGNATURE & DATE)
CERRITOS COLLEGE
FELIPE LOPEZ
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:

06.14.17
(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: 11 Contract # 13P032-04
To:	Rocky Coast Builders, Inc. 135 South Market Place Escondido, CA 92029 Phone: 760-489-7770 Fax: 760-489-7771	Date: March 10, 2017 Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 11.01

Building:	Math / CIS
Description:	Add additional reglets along the roof line of the east and west elevations of the Math / CIS building.
Reason:	Upon review, it was requested by the roofing manufacturer for additional reglets to be installed to accommodate all exterior finish transitions, and achieve a complete warranted roofing system.
Benefit:	Ensured roofing system is approved for full warranty by the roofing manufacturer.
Requested by:	Tilden-Coil Constructors, Inc.
CO Type:	Owner Request

Change Amount: ..... $ 2,682.00

Time Extension: .....0 Work days

Item 11.02

Building:	Math / CIS
Description:	Provide additional labor to accommodate additional interior/ Owner furnished building signage, along the concrete shearwalls located on the 1st and 2nd floor of the east lobby for the Math / CIS building.
Reason:	Upon review, it was determined that new/ Owner Furnished interior signage would be installed. As a result, labor was provided to sack and patch the holes encountered at the concrete shearwall during the removal of previous signage installed.
Benefit:	Provides an aesthetic finish of concrete shearwalls, as a result of new interior signage.
Requested by:	Tilden-Coil Constructors, Inc.
CO Type:	Owner Request

Change Amount: ..... $ 1,533.00

Time Extension: .....0 Work days

Item 11.03

Building: Math / CIS

Description: Provide additional labor to provide an aesthetic exposed concrete finish along the exposed concrete shearwalls located on the 1st and 2nd floors of the CIS / Mathematics building.

Reason: Upon review, it was requested to proceed with providing additional sacking material and labor, above and beyond contractual obligation, and provide an acceptable exposed concrete finish.

Benefit: Ensures an acceptable aesthetic finish to match the exposed concrete shearwalls.

Requested by: Tilden-Coil Constructors, Inc.

CO Type: Owner Request

Change Amount: ..... $ 8,294.00

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER **$12,509.00**
TOTAL ADDITIONAL WORKING DAYS ..... **Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	$	7,187,571.00
Net change by previous Change Order	$	407,282.00
Net sum prior to this Change Order	$	7,594,853.00
Amount of Change Order No. 11	$	12,509.00
New Contract Sum	$	7,607,362.00
Percentage of Change to Contract		5.8%

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 7th of June, 2017

Requested By:

3.27.17
(SIGNATURE & DATE)
ROCKY COAST BUILDERS, INC.
COREY ARNOLD
135 South Market Place
Escondido, CA 92029

Approved By:

6/12/2017
(SIGNATURE & DATE)
CERRITOS COLLEGE
FELIPE LOPEZ
VP BUSINESS SERVICES

Reviewed By:

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

Reviewed By:

5-15-17
(SIGNATURE & DATE)
CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:

04.14.17
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

4/19/17
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

05/04/17
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

Project:	Cerritos College Fine Arts & CIS Math	Change Order Number: 10 Contract # 13P032-04
To:	Rocky Coast Builders, Inc. 135 South Market Place Escondido, CA 92029 Phone: 760-489-7770 Fax: 760-489-7771	Date: March 10, 2017 Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 10.01

Building: Fine Arts

Description: Provide demolition and remedial labor to repair structural voids encountered upon completion of the concrete shear walls located at the Fine Arts building.

Reason: As a follow up to executed Change Order #2, item #1.01 for Rocky Coast Builders, Inc. (BC 04), upon review, it was determined that additional demolition and remediation steps were required by the Division of State Architect to be applied to the voids encountered to the concrete shearwalls, as a result of the concrete pours completed with the specified aggregate.

Benefit: Ensures repairs to concrete shearwall voids encountered were repaired to the satisfaction of the Division of State Architect.

Requested by: Division of State Architect (DSA)

CO Type: Agency Driven

Change Amount: ..... $ 31,747.00

Time Extension: .....0 Work days

Item 10.02

Building: Fine Arts

Description: Provide additional concrete samples and mockups, in anticipation to pour the exposed polished concrete along the 1st and 2nd floors of the Fine Arts building.

Reason: Upon review, it was requested for Rocky Coast Builders, Inc. (BC 04) to provide additional samples and mockups, above and beyond contractual obligation, to implement all encountered field conditions related to the building, prior to the concrete pour of each floor.

Benefit: Ensured expectations and quality related to finish of exposed concrete flooring was met.

Requested by: Tilden-Coil Constructors, Inc.

CO Type: Owner request

Change Amount: ..... $ 8,290.00

Time Extension: .....0 Work days

Item 10.03

Building: Fine Arts
Description: Provide additional labor to accommodate the exposed polished concrete along the 1st and 2nd floors of the Fine Arts building.
Reason: Upon review, it was requested for Rocky Coast Builders, Inc. (BC 04) to provide additional labor, above and beyond contractual obligation, to implement all encountered field conditions in preparation to polish all exposed concrete located on each floor of the building.
Benefit: Ensured expectations and quality related to finish of exposed concrete flooring was met.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Owner request

Change Amount: ..... $ 15,127.00

Time Extension: .....0 Work days

Item 10.04

Building: Fine Arts
Description: Provide additional labor to accommodate revisions to the 2nd floor concrete deck, to accommodate the mobile Nanawall sliding door system located in rooms 245 and 246 of the Fine Arts building.
Reason: Upon review, it was determined that revisions to the 2nd floor concrete deck were required to be completed, in order to receive the proposed tracks for the sliding door system, including demolition of the existing concrete deck, additional concrete, and a concrete stain.
Benefit: Ensured the concrete deck was modified and prepared as necessary to receive sliding door system.
Requested by: Hill Partnership, Inc.
CO Type: Design Omission

Change Amount: ..... $ 34,071.00

Time Extension: .....0 Work days

Item 10.05

Building: Fine Arts
Description: Provide additional labor to accommodate the installation of the beams located along the south end of the exterior workyard of the Fine Arts building.
Reason: Upon review, it was determined that a portion of the concrete shearwall along the south elevation was required to be sawcut, in order to accommodate the installation of two (2) horizontal steel beam members.
Benefit: Ensured the concrete shearwall was modified and prepared as necessary to receive the proposed steel members.
Requested by: Hill Partnership, Inc.
CO Type: Design Error

Change Amount: ..... $ 1,486.00

Time Extension: .....0 Work days

Item 10.06

Building: Fine Arts
Description: Add an additional concrete curb to accommodate a furred out wall, located along the exterior elevation of the north elevator, along the roof deck of the Fine Arts building.
Reason: Upon review, it was determined that a portion of the elevator shaft wall was required to be furred and extended outward, in order to accommodate the installation of the elevator cab. As a result, a concrete curb was provided to support the additional wall.
Benefit: Ensured clearance dimensions were met to accommodate the proposed elevator cab.
Requested by: Hill Partnership, Inc.
CO Type: Design Error

Change Amount: ..... $ 1,364.00

Time Extension: .....0 Work days

Item 10.07

Building: Fine Arts
Description: Add additional reglets along the roof line of the north and south elevations of the Fine Arts building.
Reason: Upon review, it was requested by the roofing manufacturer for additional reglets to be installed to accommodate all exterior finish transitions, and achieve a complete warranted roofing system.
Benefit: Ensured roofing system is approved for full warranty by the roofing manufacturer.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Owner Request

Change Amount: ..... $ 4,699.00

Time Extension: .....0 Work days

Item 10.08

Building: Fine Arts
Description: Add additional concrete sawcuts to the exterior flatwork located along the north elevation of the Fine Arts building.
Reason: Upon review, it was requested for additional sawcuts to be applied to the concrete flatwork, specifically where the concrete was poured in a horizontal radius application, to minimize any cracking of the concrete.
Benefit: Minimizes any potential future cracking of concrete, as well as maintains the enhanced appearance of the concrete.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Owner Request

Change Amount: ..... $ 1,033.00

Time Extension: .....0 Work days

Item 10.09

Building: Fine Arts
Description: Add additional anchor bolts to accommodate two (2) new steel columns, located along the west elevation of the Fine Arts building.
Reason: Upon review, it was requested by the Division of State Architect (DSA) to shift the exterior canopy away from the building, to maintain a minimum of 4" of seismic separation between the building and exterior canopy. As a result, two (2) of the steel columns supporting the canopy was required to be exposed and relocated in order to accommodate the revised location.
Benefit: Provides acceptance of seismic separation of structures requested by DSA.
Requested by: Division of State Architect (DSA)
CO Type: Agency Driven

Change Amount: ..... $ 3,890.00

Time Extension: .....0 Work days

Item 10.10

Building: Fine Arts
Description: Provide additional labor to demolish an existing underground utility encasement located along the west elevation of the Fine Arts building.
Reason: Upon review, an existing unforeseen underground utility encasement was discovered. In order to accommodate the proposed site lighting fixtures, portions of the existing utility encasement was removed and disposed of.
Benefit: Ensured proposed site lighting was installed for future illumination of path of travel walkways.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Unforeseen Condition

Change Amount: ..... $ 1,472.00

Time Extension: .....0 Work days

Item 10.11

Building: Fine Arts
Description: Add an additional concrete curb to accommodate the exterior door located along the west elevation of the Fine Arts building.
Reason: Upon review, it was determined that the proposed exterior storefront assembly required an exterior curb to attach to. As a result, a concrete curb was poured to allow the proposed storefront system to be installed.
Benefit: Allows sufficient installation of proposed storefront assembly.
Requested by: Hill Partnership, Inc.
CO Type: Design Omission

Change Amount: ..... $ 953.00

Time Extension: .....0 Work days

Item 10.12

Building: Fine Arts
Description: Provide additional labor to accommodate access to existing mechanical valves located along the south elevation of the Film building.
Reason: Upon review, it was determined that the two (2) valves for the existing chilled water lines were within the proposed footprint of the drive approach of the Film building. As a result, the lines were exposed, new valve covers were provided, and the proposed concrete curb was modified to a zero (0) elevation face, to accommodate future access to the lines.
Benefit: Provides access to existing chilled water lines for future maintenance.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Unforeseen Condition

Change Amount: ..... $ 6,996.00

Time Extension: .....0 Work days

Item 10.13

Building: Fine Arts
Description: Provide additional labor to accommodate access to an existing waterline located along the southeast elevation of the Fine Arts building.
Reason: Upon review, it was determined that a valve for an existing water line was within the proposed footprint of the ADA truncated domes for the fire access lane. As a result, a new valve cover was provided, and the ADA truncated domes were modified to be flushed with the cover, providing future access to the existing lines.
Benefit: Provides access to existing water line for future maintenance.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Unforeseen Condition

Change Amount: ..... $ 3,346.00

Time Extension: .....0 Work days

Item 10.14

Building: Fine Arts
Description: Provide additional concrete walkways located along the east and northeast elevations of the Fine Arts building.
Reason: Upon review, it was requested to install temporary concrete walkways to allow a full and accessible path of travel access for the campus, allowing the demolition of the existing Fine Arts building to continue to advance.
Benefit: Provides a sufficient path of travel for the campus, while allowing demolition and construction to move forward.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Owner Request

Change Amount: ..... $ 14,323.00

Time Extension: .....0 Work days

Item 10.15

Building: Fine Arts
Description: Provide additional labor to provide an aesthetic exposed concrete finish along the bottom tracks of the mobile shelving units located in rooms 111 and 114.
Reason: Upon review, it was requested provide additional concrete patching, above and beyond contractual obligation, to match the concrete adjacent to the bottom track of each shelving unit and provide an exposed concrete finish to match the adjacent flooring finish of each room.
Benefit: Ensures an acceptable aesthetic finish to match the exposed concrete flooring.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Owner Request

Change Amount: ..... $ 5,910.00

Time Extension: .....0 Work days

Item 10.16

Building: Fine Arts
Description: Provide additional labor to provide a new established SWPPP (Storm Water Prevention Plan) entrance located along the southeast corner of the Construction Laydown area
Reason: Upon review, it was requested to relocate the primary SWPPP entrance to the construction site, originally located along the southeast corner of the Fine Arts building, to the south east corner of the Construction laydown area, in order to advance the preparation and construction of the proposed fire lane. As a result, the rock at the original SWPPP was removed and hauled off, additional rock was provided at the entrance, and the construction rumble plates were moved into the new locations.
Benefit: Ensures campus maintains compliance with the SWPPP requirements.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Owner Request

Change Amount: ..... $ 22,873.00

Time Extension: .....0 Work days

Item 10.17

Building: Fine Arts
Description: Provide additional labor to provide an aesthetic exposed concrete finish along the exposed concrete shearwalls located on the 1st and 2nd floors of the Fine Arts building.
Reason: Upon review, it was requested to proceed with providing additional sacking material and labor, above and beyond contractual obligation, and provide an acceptable exposed concrete finish.
Benefit: Ensures an acceptable aesthetic finish to match the exposed concrete shearwalls.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Owner Request

Change Amount: ..... $ 16,587.00

Time Extension: .....0 Work days

Item 10.18

Building: Fine Arts

Description: Provide a credit back to the College based on overpaid amount of $400.00 to BC 04, Rocky Coast Builders, Inc.

Reason: With reference to the previously approved Change Order #06 for BC 04, Rocky Coast Builders, Inc., upon review, it was determined that the total of Change Order #06 was identified as $9,663.00, and the actual total for the sum of Items #1 through #3 was $9,263.00, indicating a delta of ($400.00). Based on this, a credit is to be provided back to the College for the delta amount.

Benefit: Ensures overpaid amount is credited back to the College.

Requested by: Tilden-Coil Constructors, Inc.

CO Type: Owner Request

Change Amount: ..... $ (400.00)

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER **$173,767.00**
TOTAL ADDITIONAL WORKING DAYS ..... **Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	$	7,187,571.00
Net change by previous Change Order	$	233,515.00
Net sum prior to this Change Order	$	7,421,086.00
Amount of Change Order No. 10	$	173,767.00
New Contract Sum	$	7,594,853.00
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 7th of June, 2017

Requested By:

3.27.17
(SIGNATURE & DATE)
ROCKY COAST BUILDERS, INC.
COREY ARNOLD
135 South Market Place
Escondido, CA 92029

Approved By:

6/12/2017
(SIGNATURE & DATE)
CERRITOS COLLEGE
FELIPE LOPEZ
VP BUSINESS SERVICES

Reviewed By:

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

Reviewed By:

5-15-17
(SIGNATURE & DATE)
CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:

04.14.17
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

9/19/17
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

05/04/17
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

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 16th of JANUARY, ~~2016~~ 2017

Requested By:

10/26/16
(SIGNATURE & DATE)
ROCKY COAST BUILDERS, INC.
COREY ARNOLD
135 South Market Place
Escondido, CA 92029

Approved By:

1/19/17
(SIGNATURE & DATE)
CERRITOS COLLEGE
FELIPE LOPEZ
VICE PRESIDENT OF 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 18th of January, ~~2016~~ 2017.

Requested By:

10/26/16
(SIGNATURE & DATE)
ROCKY COAST BUILDERS, INC.
COREY ARNOLD
135 South Market Place
Escondido, CA 92029

Approved By:

1/19/17
(SIGNATURE & DATE)
CERRITOS COLLEGE
FELIPE LOPEZ
VICE PRESIDENT OF 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: 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 18th of January, ~~2016~~ 2017

Requested By:

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

Approved By:

1/19/17
(SIGNATURE & DATE)
CERRITOS COLLEGE
FELIPE LOPEZ
VICE PRESIDENT OF 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:

11/07/16
(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 18th of January, ~~2016~~ 2017

Requested By:

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

Approved By:

1/19/17
(SIGNATURE & DATE)
CERRITOS COLLEGE
FELIPE LOPEZ
VICE PRESIDENT OF 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:

11/07/16
(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: Deacreased 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:

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: 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:

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: 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, b**y 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: **July 19, 2017**
Agenda Item No. 16

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: **Consideration of Ratification of Change Order No. 1 [Errors, Omissions, Agency Driven Changes, Owner Added Scope], (Bid No. 13P032, Category 07), Eberhard, Fine Arts-CIS/Math Building**

ACTION

It is recommended that the Board of Trustees ratify Change Order No. 1 [Errors, Omissions, Agency Driven Changes, Owner Added Scope] in the amount of $19,126 for the Fine Arts-CIS/Math Building project.

FISCAL IMPACT

The amount from Change Order No. 1 will be $19,126, increasing the total contract amount to $921,763. Funding will be allocated from the GO Bond.

REPORT SUMMARY

On October 1, 2014, the Board awarded a contract to Eberhard of Van Nuys, 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 07 of this project represents the Sheet Metal & Trim element of work. Public Contract Code Section 20659 requires Board approval for a change order to a public works bid.

The total amount for the attached item in Change Order No. 1 is $19,126. The original contract amount approved by the Board was $902,637. Therefore, Change Order No. 1 is in compliance with Public Contract Code Section 20659. Change Order No. 1 is due to the correction of design errors through providing additional reglets along the north concrete parapets. Design omissions were corrected through providing additional metal coping on the edge of the bridge roof to ensure quality installation of the roofing system. Agency driven changes were addressed through the addition of metal panels to accommodate the canopy modifications required by the Department of State Architects. Eberhard also performed the owner added scope of replacing finished metal panels that were damaged by Rocky Coast Builders, Inc.; this can be referenced in the deductive Change Order No. 12 submitted by Rocky Coast Builders, Inc. 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	July 19, 2017	$19,126	2.1%

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. 13P032-07 (Fine Arts Building portion) – Eberhard
Contract No. 13P032-07 – Eberhard

Project: Cerritos College
Sheet Metal and Trim

Change Order Number: 01

Contract # 13P032-07

To: Eberhard SMC
15228 Raymer St.
Van Nuys, CA 91405
Phone: 818-782-4604
Fax: 818-782-5099

Date: May 19, 2017

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 1.01

Building: Fine Arts
Description: Provide additional reglets located along the north concrete parapets of the roof of the Fine Arts building.
Reason: Upon review it was determined that additional reglets were needed at the concrete parapets on the roof that were not shown in the plans.
Benefit: Ensured a quality installation of the roofing system.
Requested by: Hill Partnership, Inc.
CO Type: Design Errors

Change Amount: ..... $ 2,080.00

Time Extension: .....0 Work days

Item 1.02

Building: Fine Arts
Description: Additional metal coping added on the edge of bridge roof of the Fine Arts building.
Reason: Upon review, it was determined that additional metal coping was required to be installed on the edge of bridge roof.
Benefit: Ensured a quality installation of the roofing system.
Requested by: Hill Partnership, Inc.
CO Type: Design Ommisions

Change Amount: ..... $ 5,485.00

Time Extension: .....0 Work days

Item 1.03

Building: Fine Arts
Description: Additional metal panels located on the west elevation of the Fine Arts building.
Reason: Upon review, it was determined that additional metal panels were needed to accommodate the canopy modifications required by Division of State Architect.
Benefit: Ensured quality installation of the finished metal panels of the exterior of the building.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Agency Driven

Change Amount: ..... $ 7,220.00

Time Extension: .....0 Work days

Item 1.04

Building: Fine Arts

Description: Replacement of finished metal panels due to trade damage on behalf of bid category #04 (BC 04-Structural and Site Concrete) prime contractor.

Reason: Rocky Coast Builders failed to protect the finished metal panels while performing site work. As a result, a metal panel was required to be replaced on behalf of Bid Category #04. Reference Rocky Coast Builders (BC 04) deductive change order #12.

Benefit: Ensured quality installation of the finished metal panels of exterior of the building.

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: ..... $ 4,341.00

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER **$19,126.00**
TOTAL ADDITIONAL WORKING DAYS ..... **Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	$	902,637.00
Net change by previous Change Order	$	-
Net sum prior to this Change Order	$	902,637.00
Amount of Change Order No. 1	$	19,126.00
New Contract Sum	$	921,763.00
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 _____, 2017

Requested By:

Brian Mowatt, President

(SIGNATURE & DATE) JUN 13 2017

EBERHARD

15220 Raymer St.
Van Nuys, CA 91405

Approved By:

(SIGNATURE & DATE)

CERRITOS COLLEGE
FELIPE LOPEZ
VICE PRESIDENT OF BUSINESS SERVICES

Reviewed By:

6/19/17

(SIGNATURE & DATE)

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

Reviewed By:

6-26-17

(SIGNATURE & DATE)

CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:

See attached

(SIGNATURE & DATE)

HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

6/14/17

(SIGNATURE & DATE)

TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

06/19/17

(SIGNATURE & DATE)

TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

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

This Change Order is hereby executed on behalf of the Board of Trustees on _____ of _____, 2017

Requested By:

Brian Mowatt, President

(SIGNATURE & DATE) JUN 13 2017

EBERHARD

15220 Raymer St.
Van Nuys, CA 91405

Approved By:

(SIGNATURE & DATE)

CERRITOS COLLEGE
FELIPE LOPEZ
VICE PRESIDENT OF BUSINESS SERVICES

Reviewed By:

(SIGNATURE & DATE)

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

Reviewed By:

(SIGNATURE & DATE)

CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:

06.14.17

(SIGNATURE & DATE)

HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

(SIGNATURE & DATE)

TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

Reviewed By:

(SIGNATURE & DATE)

TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

RECEIVED
OCT 13 2014
EBERHARD

Cerritos College

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

DATE OF CONTRACT: October 2, 2014 / CONTRACT NO.: 13P032-07

BID CATEGORY: 07, Sheet Metal & Trim

DOLLAR VALUE: $902,637.00

LIQUIDATED DAMAGES: $2,500.00 per day

CONTRACTOR: Eberhard

TERM: 738 Calendar Days

TIME FOR COMPLETION:_____

Eberhard

Address: 15220 Raymer Street, Van Nuys, CA 91405
Phone: 818-782-4604
Fax: 818-782-5099

AGREEMENT

This Agreement is made and entered into this **2nd day of October, 2014,** by and between the **Cerritos Community College District** ("District") and **Eberhard** ("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 07, Sheet Metal & Trim
   ("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-43 Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.

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

14. [**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:

Nine Hundred Two Thousand Six Hundred Thirty-Seven and 00/100 Dollars

($ 902,637.00),

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

Fine Arts:

Six-Hundred, Ninety-Five Thousand, Three-Hundred, Thirty-Three Dollars	**$695,333.00**

CIS/Math:

Two-Hundred, Seven Thousand, Three-Hundred Four Dollars	**$207,304.00**

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

EBERHARD

By: _____

Title: President

Print Name: Brian Mowatt

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. 13P032-07

RECEIVED
OCT 13 2014
EBERHARD

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 **Eberhard** with its principal place of business at 15220 Raymer Street, Van Nuys, CA 91405 ("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 07** ("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.

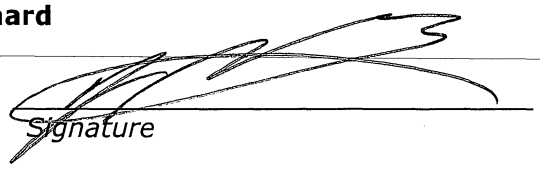
The parties hereto agree that this Amendment may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

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:
Eberhard

By: 
Signature

Brian Mowatt, 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: **July 19, 2017**

Agenda Item No. 17

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Ratification of Change Order No. 2 [Errors], (Bid No. 13P032, Category 07), Eberhard, Fine Arts-CIS/Math Building

ACTION

It is recommended that the Board of Trustees ratify Change Order No. 2 [Errors] in the amount of $17,157 for the Fine Arts-CIS/Math Building project.

FISCAL IMPACT

The amount from Change Order No. 2 will be $17,157, increasing the total contract amount to $938,920. Funding will be allocated from the GO Bond.

REPORT SUMMARY

On October 1, 2014, the Board awarded a contract to Eberhard of Van Nuys, 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 07 of this project represents the Sheet Metal & Trim 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. 2 is $17,157. The original contract amount approved by the Board was $902,637. Therefore, Change Order No. 2 is in compliance with Public Contract Code Section 20659. Change Order No. 2 is due to the correction of design errors through providing additional sheet metal flashing at the telescope viewing deck and additional metal panels along the south elevation of the CIS/Math Building to provide a complete finished exterior. Change Order No. 2 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. 2.

	Change Order	Date	Amount	Percentage of Change
Pending	2	July 19, 2017	$17,157	4.0%
Pending	1	July 19, 2017	$19,126	2.1%

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. 2 to Contract No. 13P032-07 (CIS/Math Building portion) - Eberhard
Change Order No. 1 to Contract No. 13P032-07 (Fine Arts Building portion) – Eberhard
Contract No. 13P032-07 – Eberhard

Project: Cerritos College
Sheet Metal and Trim

Change Order Number: 02

Contract # 13P032-07

To: Eberhard SMC
15228 Raymer St.
Van Nuys, CA 91405
Phone: 818-782-4604
Fax: 818-782-5099

Date: May 19, 2017

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 2.01

Building: CIS / Mathematics
Description: Additional sheet metal flashing at the telescope viewing deck.
Reason: Upon review it was determined that additional sheet metal flashing was needed at the telescope viewing deck around the illuminated railing and along the parapet wall.
Benefit: Added additional protection to the roof from weathering conditions.
Requested by: Hill Partnership, Inc.
CO Type: Design Errors

Change Amount: ..... $ 12,736.00

Time Extension: .....0 Work days

Item 2.02

Building: CIS / Mathematics
Description: Additional metal panels along the south elevation of the Mathematics / CIS building.
Reason: Upon review it was determined that additional metal panels were needed on the south elevation of the exterior of the building.
Benefit: Provided a complete finished exterior finish of the building.
Requested by: Hill Partnership, Inc.
CO Type: Design Errors

Change Amount: ..... $ 4,421.00

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER $17,157.00
TOTAL ADDITIONAL WORKING DAYS ..... Days: 0

CONTRACT SUMMARY:

Original Contract Amount	$	902,637.00
Net change by previous Change Order	$	19,126.00
Net sum prior to this Change Order	$	921,763.00
Amount of Change Order No. 2	$	17,157.00
New Contract Sum	$	938,920.00
Percentage of Change to Contract		4.0%

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 _____, 2017

Requested By:

Brian Mowatt, President

(SIGNATURE & DATE) JUN 13 2017

EBERHARD

15220 Raymer St.
Van Nuys, CA 91405

Approved By:

(SIGNATURE & DATE)

CERRITOS COLLEGE
FELIPE LOPEZ
VICE PRESIDENT OF BUSINESS SERVICES

Reviewed By:

6/19/17

(SIGNATURE & DATE)

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

Reviewed By:

6-21-17

(SIGNATURE & DATE)

CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:

See attached

(SIGNATURE & DATE)

HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

6/14/17

(SIGNATURE & DATE)

TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

06/19/17

(SIGNATURE & DATE)

TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

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

This Change Order is hereby executed on behalf of the Board of Trustees on _____ of _____, 2017

Requested By:

Brian Mowatt, President

(SIGNATURE & DATE) JUN 13 2017

EBERHARD

15220 Raymer St.
Van Nuys, CA 91405

Approved By:

(SIGNATURE & DATE)

CERRITOS COLLEGE
FELIPE LOPEZ
VICE PRESIDENT OF BUSINESS SERVICES

Reviewed By:

(SIGNATURE & DATE)

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

Reviewed By:

(SIGNATURE & DATE)

CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:

06.14.17

(SIGNATURE & DATE)

HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

(SIGNATURE & DATE)

TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

(SIGNATURE & DATE)

TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

Project: Cerritos College
Sheet Metal and Trim

Change Order Number: 01

Contract # 13P032-07

To: Eberhard SMC
15228 Raymer St.
Van Nuys, CA 91405
Phone: 818-782-4604
Fax: 818-782-5099

Date: May 19, 2017

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 1.01

Building: Fine Arts
Description: Provide additional reglets located along the north concrete parapets of the roof of the Fine Arts building.
Reason: Upon review it was determined that additional reglets were needed at the concrete parapets on the roof that were not shown in the plans.
Benefit: Ensured a quality installation of the roofing system.
Requested by: Hill Partnership, Inc.
CO Type: Design Errors

Change Amount: ..... $ 2,080.00

Time Extension: .....0 Work days

Item 1.02

Building: Fine Arts
Description: Additional metal coping added on the edge of bridge roof of the Fine Arts building.
Reason: Upon review, it was determined that additional metal coping was required to be installed on the edge of bridge roof.
Benefit: Ensured a quality installation of the roofing system.
Requested by: Hill Partnership, Inc.
CO Type: Design Ommisions

Change Amount: ..... $ 5,485.00

Time Extension: .....0 Work days

Item 1.03

Building: Fine Arts
Description: Additional metal panels located on the west elevation of the Fine Arts building.
Reason: Upon review, it was determined that additional metal panels were needed to accommodate the canopy modifications required by Division of State Architect.
Benefit: Ensured quality installation of the finished metal panels of the exterior of the building.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Agency Driven

Change Amount: ..... $ 7,220.00

Time Extension: .....0 Work days

Item 1.04

Building: Fine Arts

Description: Replacement of finished metal panels due to trade damage on behalf of bid category #04 (BC 04-Structural and Site Concrete) prime contractor.

Reason: Rocky Coast Builders failed to protect the finished metal panels while performing site work. As a result, a metal panel was required to be replaced on behalf of Bid Category #04. Reference Rocky Coast Builders (BC 04) deductive change order #12.

Benefit: Ensured quality installation of the finished metal panels of exterior of the building.

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: ..... $ 4,341.00

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER **$19,126.00**
TOTAL ADDITIONAL WORKING DAYS ..... **Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	$	902,637.00
Net change by previous Change Order	$	-
Net sum prior to this Change Order	$	902,637.00
Amount of Change Order No. 1	$	19,126.00
New Contract Sum	$	921,763.00
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 _____, 2017

Requested By:

Brian Mowatt, President

(SIGNATURE & DATE) JUN 13 2017

EBERHARD

15220 Raymer St.
Van Nuys, CA 91405

Approved By:

(SIGNATURE & DATE)

CERRITOS COLLEGE
FELIPE LOPEZ
VICE PRESIDENT OF BUSINESS SERVICES

Reviewed By:

6/19/17

(SIGNATURE & DATE)

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

Reviewed By:

6-26-17

(SIGNATURE & DATE)

CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:

See attached

(SIGNATURE & DATE)

HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

6/14/17

(SIGNATURE & DATE)

TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

06/19/17

(SIGNATURE & DATE)

TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

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Requested By:

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(SIGNATURE & DATE) JUN 13 2017

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15220 Raymer St.
Van Nuys, CA 91405

Approved By:

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DAVID C. MOORE,
DIRECTOR OF THE PHYSICAL PLANT

Reviewed By:

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CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:

06.14.17

(SIGNATURE & DATE)

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JULIA JONES
ARCHITECT

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TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

Reviewed By:

(SIGNATURE & DATE)

TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

RECEIVED
OCT 13 2014
EBERHARD

Cerritos College

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

DATE OF CONTRACT: October 2, 2014 / CONTRACT NO.: 13P032-07

BID CATEGORY: 07, Sheet Metal & Trim

DOLLAR VALUE: $902,637.00

LIQUIDATED DAMAGES: $2,500.00 per day

CONTRACTOR: Eberhard

TERM: 738 Calendar Days

TIME FOR COMPLETION:_____

Eberhard

Address: 15220 Raymer Street, Van Nuys, CA 91405
Phone: 818-782-4604
Fax: 818-782-5099

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   PROJECT: **13P032, Fine Arts-CIS/Math Building**
   Category 07, Sheet Metal & Trim
   ("Project")

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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-43 Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.

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

14. [**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:

Nine Hundred Two Thousand Six Hundred Thirty-Seven and 00/100 Dollars

($ 902,637.00),

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

Fine Arts:

Six-Hundred, Ninety-Five Thousand, Three-Hundred, Thirty-Three Dollars	**$695,333.00**

CIS/Math:

Two-Hundred, Seven Thousand, Three-Hundred Four Dollars	**$207,304.00**

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

EBERHARD

By: _____

Title: President

Print Name: Brian Mowatt

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. 13P032-07

RECEIVED
OCT 13 2014
EBERHARD

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 **Eberhard** with its principal place of business at 15220 Raymer Street, Van Nuys, CA 91405 ("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 07** ("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.

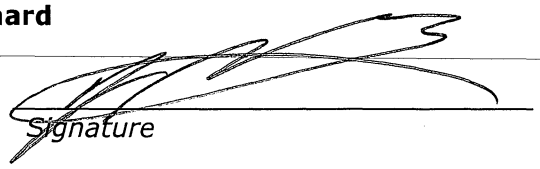
The parties hereto agree that this Amendment may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

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:
Eberhard

By: 
Signature

Brian Mowatt, 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: **July 19, 2017**

Agenda Item No. 18

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: **Consideration of Ratification of Change Order No. 1 [Owner Added Scope], (Bid No. 13P032, Category 13), Continental Flooring, Inc., Fine Arts-CIS/Math Building**

ACTION

It is recommended that the Board of Trustees ratify Change Order No. 1 [Owner Added Scope] in the amount of $10,155 for the Fine Arts-CIS/Math Building project.

FISCAL IMPACT

The amount from Change Order No. 1 will be $10,155, increasing the total contract amount to $216,002. Funding will be allocated from the GO Bond.

REPORT SUMMARY

On October 1, 2014, the Board awarded a contract to Continental Flooring, Inc. of Rancho Cucamonga, 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 13 of this project represents the Finish Flooring element of work. Public Contract Code Section 20659 requires Board approval for a change order to a public works bid.

The total amount for the attached item in Change Order No. 1 is $10,155. The original contract amount approved by the Board was $205,847. Therefore, Change Order No. 1 is in compliance with Public Contract Code Section 20659. Change Order No. 1 is due to owner added scope modifications regarding upgrading the flooring in the Film Studio to a concrete surface to ensure durability, and changing the base molding on the display cases from 4 inches to 6 inches. 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	July 19, 2017	$10,155	4.9%

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

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

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

ATTACHMENT(S)
Change Order No. 1 to Contract No. 13P032-13 (Fine Arts Building portion) – Continental Flooring, Inc.
Contract No. 13P032-13 – Continental Flooring, Inc.

Project: Cerritos College
Finish Flooring

Change Order Number: 01

Contract # 13P032-13

To: Continental Flooring, Inc.
10330 Regis Court
Rancho Cucamonga, CA 91730
Phone: 909-941-8305
Fax: 909-941-7669

Date: May 19, 2017

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 1.01

Building: Fine Arts
Description: Flooring at Film Studio stage upgraded to concrete surface.
Reason: Upon review it was determined that the finished flooring at the stage in the Film Studio would need to be upgraded to a concrete surface in order to provide a durable surface.
Benefit: Ensured durable flooring system at stage.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Owner Request

Change Amount: ..... $ 9,321.00

Time Extension: .....0 Work days

Item 1.02

Building: Fine Arts
Description: Base molding changed from 4 inch to 6 inch at display cases.
Reason: Upon review of the install of the display cases it was determined that 6 inch tall base was needed in lieu of 4 inch that was called out on the contract drawings.
Benefit: Ensured quality installion of flooring system.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Owner Request

Change Amount: ..... $ 834.00

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER $10,155.00
TOTAL ADDITIONAL WORKING DAYS ..... Days: 0

CONTRACT SUMMARY:

Original Contract Amount	$	205,847.00
Net change by previous Change Order	$	-
Net sum prior to this Change Order	$	205,847.00
Amount of Change Order No. 1	$	10,155.00
New Contract Sum	$	216,002.00
Percentage of Change to Contract		4.9%

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_____, 2017

Requested By:

06/13/2017

(SIGNATURE & DATE)
CONTINENTAL FLOORING, INC.
TODD DISTELRATH
10330 Regis Court
Rancho Cucamonga, CA 91730

Approved By:

(SIGNATURE & DATE)
CERRITOS COLLEGE
FELIPE LOPEZ
VICE PRESIDENT OF BUSINESS SERVICES

Reviewed By:

6/19/2017

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

Reviewed By:

6-21-17

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

Reviewed By:

See attached

(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

6/14/17

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

Reviewed By:

06/19/17

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

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

This Change Order is hereby executed on behalf of the Board of Trustees on _____ of _____, 2017

Requested By:

06/13/2017
(SIGNATURE & DATE)
CONTINENTAL FLOORING, INC.
TODD DISTELRATH
10330 Regis Court
Rancho Cucamonga, CA 91730

Approved By:

_____
(SIGNATURE & DATE)
CERRITOS COLLEGE
FELIPE LOPEZ
VICE PRESIDENT OF BUSINESS SERVICES

Reviewed By:

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

Reviewed By:

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

Reviewed By:

06.14.17
(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.
JEFFERY CARREON
PROGRAM MANAGER



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

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

BID CATEGORY: 13, Finish Flooring

DOLLAR VALUE: $205,847.00

LIQUIDATED DAMAGES: $2,500.00 per day

CONTRACTOR: Continental Flooring, Inc.

TERM: 738 Calendar Days

TIME FOR COMPLETION:_____

Continental Flooring, Inc.

Address: 10763 Bell Court, Rancho Cucamonga, CA 91730
Phone: 909-941-8305
Fax: 909-941-7669

AGREEMENT

This Agreement is made and entered into this **2nd day of October, 2014,** by and between the **Cerritos Community College District** ("District") and **Continental Flooring, 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 13, Finish Flooring
   ("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-15 Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.

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

14. [**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:

Two Hundred Five Thousand Eight Hundred Forty-Seven and 00/100 Dollars

($205,847.00),

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

Fine Arts:

Seventy-Eight Thousand, Two-Hundred, Twenty-One Dollars	**$78,221.00**

CIS/Math:

One-Hundred, Twenty-Seven Thousand, Six-Hundred, Twenty-Six Dollars	**$127,626.00**

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

CONTINENTAL FLOORING, INC.

By: _____

Title: President

Print Name: Todd Distelrath

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. 13P032-13

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 **Continental Flooring, Inc.** with its principal place of business at 10763 Bell Court, Rancho Cucamonga, CA 91730 ("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 13** ("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:
Continental Flooring, Inc.

By: _____
Signature

Todd Distelrath, 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: **July 19, 2017**
Agenda Item No. 19

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: **Consideration of Ratification of Change Order No. 1 [Agency Driven Changes, Errors], (Bid No. 13P032, Category 16), Kincaid Industries, Inc., Fine Arts-CIS/Math Building**

ACTION

It is recommended that the Board of Trustees ratify Change Order No. 1 [Agency Driven Changes, Errors] in the amount of $14,631 for the Fine Arts-CIS/Math Building project.

FISCAL IMPACT

The amount from Change Order No. 1 will be $14,631, increasing the total contract amount to $364,631. Funding will be allocated from the GO Bond.

REPORT SUMMARY

On October 1, 2014, the Board awarded a contract to Kincaid Industries, Inc. of Thousand Palms, 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 16 of this project represents the Fire Protection element of work. Public Contract Code Section 20659 requires Board approval for a change order to a public works bid.

The total amount for the attached item in Change Order No. 1 is $14,631. The original contract amount approved by the Board was $350,000. Therefore, Change Order No. 1 is in compliance with Public Contract Code Section 20659. Change Order No. 1 is due to agency driven changes which required that additional maintenance access is provided for the sprinkler system; as a result, the fire sprinkler lines had to be removed to allow installation of sufficient access in room 149, then the lines were reinstalled. Agency driven changes also resulted in the installation of additional bracing in room 158 for the fire sprinkler lines. To correct design errors, the fire sprinkler piping was re-routed to the top side of the north exterior canopy to ensure sufficient clearance. 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	July 19, 2017	$14,631	4.2%

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. 1 to Contract No. 13P032-16 (Fine Arts Building portion) – Kincaid Industries, Inc.
Contract No. 13P032-16 – Kincaid Industries, Inc.

Project: Cerritos College
Fire Protection

Change Order Number: 01

Contract # 13P032-16

To: Kincaid Industries, Inc.
31-065 Plantation Drive
Thousand Palms, CA 92276
Phone: 760-343-5457
Fax: 760-343-5446

Date: May 31, 2017

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 1.01

Building: Fine Arts
Description: Add additional fire sprinkler piping and fire sprinkler heads located in room 149 of the Fine Arts building.
Reason: Upon review, it was determined that additional access be provided for future maintenance of the fire sprinkler system within the duct shaft. As a result, the fire sprinkler lines had to be removed to allow installation of sufficient access. Upon completion of access, the fire sprinkler lines were reinstalled.
Benefit: Ensured access for future maintenance of fire sprinkler system.
Requested by: Division of State Architect (DSA)
CO Type: Agency Driven

Change Amount: ..... $ 10,332.00

Time Extension: .....0 Work days

Item 1.02

Building: Fine Arts
Description: Provide additional bracing for fire sprinkler lines located in room 158 of the Fine Arts building.
Reason: Upon review, it was determined that additional bracing was required to be installed for the main sprinkler lines within the room.
Benefit: Ensured sufficient support for the fire sprinkler main lines.
Requested by: Division of State Architect (DSA)
CO Type: Agency Driven

Change Amount: ..... $ 1,021.00

Time Extension: .....0 Work days

Item 1.03

Building: Fine Arts
Description: Add additional fire sprinkler piping located along the north exterior canopy of the Fine Arts building.
Reason: Upon review, it was determined that there was not sufficient clearance for the fire sprinkler lines to run on underside of canopy above the perforated ceiling. As a result, the fire sprinkler line was required to be rerouted on the top side of the canopies.
Benefit: Ensured proper installation of the fire sprinkler system.
Requested by: Hill Partnership, Inc.
CO Type: Design Error

Change Amount: ..... $ 3,278.00

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER **$14,631.00**
TOTAL ADDITIONAL WORKING DAYS ..... **Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	$	350,000.00
Net change by previous Change Order	$	-
Net sum prior to this Change Order	$	350,000.00
Amount of Change Order No. 1	$	14,631.00
New Contract Sum	$	364,631.00
Percentage of Change to Contract		4.2%

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_____, 2017

Requested By:

Dave Rseipel 6/8/17
(SIGNATURE & DATE)
KINCAID INDUSTRIES, INC.
DAVE SEIPEL
31-065 Plantation Drive
Thousand Palms, CA 92276

Approved By:

_____
(SIGNATURE & DATE)
CERRITOS COLLEGE
FELIPE LOPEZ
VICE PRESIDENT OF BUSINESS SERVICES

Reviewed By:

6/19/17
(SIGNATURE & DATE)
CERRITOS COLLEGE
DAVID C. MOORE,
DIRECTOR OF THE PHYSICAL PLANT

Reviewed By:

(SIGNATURE & DATE) 6-26-17
CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:

See Attached
(SIGNATURE & DATE)
HILL PARTNERSHIP, INC.
JULIA JONES
ARCHITECT

Reviewed By:

6/14/17
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

06/19/17
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

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

This Change Order is hereby executed on behalf of the Board of Trustees on _____ of _____, 2017

Requested By:

Dave Seipel 6/8/17

(SIGNATURE & DATE)
KINCAID INDUSTRIES, INC.
DAVE SEIPEL
31-065 Plantation Drive
Thousand Palms, CA 92276

Approved By:

_____
(SIGNATURE & DATE)
CERRITOS COLLEGE
FELIPE LOPEZ
VICE PRESIDENT OF BUSINESS SERVICES

Reviewed By:

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

Reviewed By:

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

Reviewed By:

06.14.17
(SIGNATURE & DATE)
HILL PARTNERSHIP, INC.
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.: 13P032-16

BID CATEGORY: 16, Fire Protection

DOLLAR VALUE: $350,000.00

LIQUIDATED DAMAGES: $2,500.00 per day

CONTRACTOR: Kincaid Industries, Inc.

TERM: 738 Calendar Days

TIME FOR COMPLETION:_____

Kincaid Industries, Inc.

Address: 31-065 Plantation Drive, Thousand Palms, CA 92276
Phone: 760-343-5457
Fax: 760-343-5446

AGREEMENT

This Agreement is made and entered into this **2nd day of October, 2014,** by and between the **Cerritos Community College District** ("District") and **Kincaid Industries, 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 16, Fire Protection
   ("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-16 Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.

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

14. [**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:

Three Hundred Fifty Thousand and 00/100 Dollars

($350,000.00),

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

Fine Arts:

Two-Hundred, Ten Thousand, Five-Hundred Dollars	**$210,500.00**

CIS/Math:

One-Hundred, Thirty-Nine Thousand, Five-Hundred Dollars	**$139,500.00**

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

KINCAID INDUSTRIES, INC.

By: _____

Title: President

Print Name: R. Scott Kincaid

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. 13P032-16

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 **Kincaid Industries, Inc.** with its principal place of business at 31-065 Plantation Drive, Thousand Palms, CA 92276 ("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 16** ("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:
Kincaid Industries, Inc.

By: _____
Signature

R. Scott Kincaid, 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: **July 19, 2017**
Agenda Item No. 20

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Ratification of Change Order No. 2 [Errors], (Bid No. 13P032, Category 16), Kincaid Industries, Inc., Fine Arts-CIS/Math Building

ACTION

It is recommended that the Board of Trustees ratify Change Order No. 2 [Errors] in the amount of $2,539 for the Fine Arts-CIS/Math Building project.

FISCAL IMPACT

The amount from Change Order No. 2 will be $2,539, increasing the total contract amount to $367,170. Funding will be allocated from the GO Bond.

REPORT SUMMARY

On October 1, 2014, the Board awarded a contract to Kincaid Industries, Inc. of Thousand Palms, 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 16 of this project represents the Fire Protection 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. 2 is $2,539. The original contract amount approved by the Board was $350,000. Therefore, Change Order No. 2 is in compliance with Public Contract Code Section 20659. Change Order No. 2 is due to the correction of design errors through the adjusting of the fire sprinkler heads in rooms 200, 207, 209, and 211 of the CIS/Math building to align with the raising of the ceiling. Change Order No. 2 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. 2.

	Change Order	Date	Amount	Percentage of Change
Pending	2	July 19, 2017	$2,539	4.9%
Pending	1	July 19, 2017	$14,631	4.2%

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. 2 to Contract No. 13P032-16 (CIS/Math Building portion) – Kincaid Industries, Inc.
Change Order No. 1 to Contract No. 13P032-16 (CIS/Math Building portion) – Kincaid Industries, Inc.
Contract No. 13P032-16 – Kincaid Industries, Inc.

Project: Cerritos College
Fire Protection

Change Order Number: 02

Contract # 13P032-16

To: Kincaid Industries, Inc.
31-065 Plantation Drive
Thousand Palms, CA 92276
Phone: 760-343-5457
Fax: 760-343-5446

Date: May 31, 2017

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 2.01

Building: Mathematics / CIS

Description: Add additional fire sprinkler piping and fire sprinkler heads located in rooms 200, 207, 209, and 211 of the Mathematics / CIS building.

Reason: Upon review, it was determined that the ceiling needed to be raised to align with the curtainwall mullions. As a result, the fire sprinkler heads were required to be adjusted accordingly.

Benefit: Ensured proper installation of fire sprinkler system.

Requested by: Hill Partnership, Inc.

CO Type: Design Error

Change Amount: ..... $ 2,539.00

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER..... $2,539.00
TOTAL ADDITIONAL WORKING DAYS ..... Days: 0

CONTRACT SUMMARY:

Original Contract Amount	$	350,000.00
Net change by previous Change Order	$	14,631.00
Net sum prior to this Change Order	$	364,631.00
Amount of Change Order No. 2	$	2,539.00
New Contract Sum	$	367,170.00

Percentage of Change to Contract 4.9%

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 _____, 2017

Requested By:

Dave R Seipel 6/8/17

(SIGNATURE & DATE)

KINCAID INDUSTRIES, INC.
DAVE SEIPEL
31-065 Plantation Drive
Thousand Palms, CA 92276

Approved By:

_____

(SIGNATURE & DATE)

CERRITOS COLLEGE
FELIPE LOPEZ
VICE PRESIDENT OF BUSINESS SERVICES

Reviewed By:

6/19/17

(SIGNATURE & DATE)

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

Reviewed By:

6-21-17

(SIGNATURE & DATE)

CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:

See Attached

(SIGNATURE & DATE)

HILL PARTNERSHIP, INC.
JULIA JONES
ARCHITECT

Reviewed By:

6/14/17

(SIGNATURE & DATE)

TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

06/19/17

(SIGNATURE & DATE)

TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

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

This Change Order is hereby executed on behalf of the Board of Trustees on _____ of _____, 2017

Requested By:

Dave Rseipel 6/8/17

(SIGNATURE & DATE)
KINCAID INDUSTRIES, INC.
DAVE SEIPEL
31-065 Plantation Drive
Thousand Palms, CA 92276

Approved By:

_____
(SIGNATURE & DATE)
CERRITOS COLLEGE
FELIPE LOPEZ
VICE PRESIDENT OF BUSINESS SERVICES

Reviewed By:

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

Reviewed By:

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

Reviewed By:

06.14.17

(SIGNATURE & DATE)
HILL PARTNERSHIP, INC.
JULIA JONES
ARCHITECT

Reviewed By:

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

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

Project: Cerritos College
Fire Protection

Change Order Number: 01

Contract # 13P032-16

To: Kincaid Industries, Inc.
31-065 Plantation Drive
Thousand Palms, CA 92276
Phone: 760-343-5457
Fax: 760-343-5446

Date: May 31, 2017

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 1.01

Building: Fine Arts
Description: Add additional fire sprinkler piping and fire sprinkler heads located in room 149 of the Fine Arts building.
Reason: Upon review, it was determined that additional access be provided for future maintenance of the fire sprinkler system within the duct shaft. As a result, the fire sprinkler lines had to be removed to allow installation of sufficient access. Upon completion of access, the fire sprinkler lines were reinstalled.
Benefit: Ensured access for future maintenance of fire sprinkler system.
Requested by: Division of State Architect (DSA)
CO Type: Agency Driven

Change Amount: ..... $ 10,332.00

Time Extension: .....0 Work days

Item 1.02

Building: Fine Arts
Description: Provide additional bracing for fire sprinkler lines located in room 158 of the Fine Arts building.
Reason: Upon review, it was determined that additional bracing was required to be installed for the main sprinkler lines within the room.
Benefit: Ensured sufficient support for the fire sprinkler main lines.
Requested by: Division of State Architect (DSA)
CO Type: Agency Driven

Change Amount: ..... $ 1,021.00

Time Extension: .....0 Work days

Item 1.03

Building: Fine Arts
Description: Add additional fire sprinkler piping located along the north exterior canopy of the Fine Arts building.
Reason: Upon review, it was determined that there was not sufficient clearance for the fire sprinkler lines to run on underside of canopy above the perforated ceiling. As a result, the fire sprinkler line was required to be rerouted on the top side of the canopies.
Benefit: Ensured proper installation of the fire sprinkler system.
Requested by: Hill Partnership, Inc.
CO Type: Design Error

Change Amount: ..... $ 3,278.00

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER **$14,631.00**
TOTAL ADDITIONAL WORKING DAYS ..... **Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	$	350,000.00
Net change by previous Change Order	$	-
Net sum prior to this Change Order	$	350,000.00
Amount of Change Order No. 1	$	14,631.00
New Contract Sum	$	364,631.00
Percentage of Change to Contract		4.2%

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_____, 2017

Requested By:

Dave Rseipel 6/8/17
(SIGNATURE & DATE)
KINCAID INDUSTRIES, INC.
DAVE SEIPEL
31-065 Plantation Drive
Thousand Palms, CA 92276

Approved By:

_____
(SIGNATURE & DATE)
CERRITOS COLLEGE
FELIPE LOPEZ
VICE PRESIDENT OF BUSINESS SERVICES

Reviewed By:

6/19/17
(SIGNATURE & DATE)
CERRITOS COLLEGE
DAVID C. MOORE,
DIRECTOR OF THE PHYSICAL PLANT

Reviewed By:

(SIGNATURE & DATE) 6-26-17
CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:

See Attached
(SIGNATURE & DATE)
HILL PARTNERSHIP, INC.
JULIA JONES
ARCHITECT

Reviewed By:

6/14/17
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

06/19/17
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

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

This Change Order is hereby executed on behalf of the Board of Trustees on _____ of _____, 2017

Requested By:

Dave Seipel 6/8/17

(SIGNATURE & DATE)
KINCAID INDUSTRIES, INC.
DAVE SEIPEL
31-065 Plantation Drive
Thousand Palms, CA 92276

Approved By:

_____
(SIGNATURE & DATE)
CERRITOS COLLEGE
FELIPE LOPEZ
VICE PRESIDENT OF BUSINESS SERVICES

Reviewed By:

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

Reviewed By:

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

Reviewed By:

06.14.17
(SIGNATURE & DATE)
HILL PARTNERSHIP, INC.
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.: 13P032-16

BID CATEGORY: 16, Fire Protection

DOLLAR VALUE: $350,000.00

LIQUIDATED DAMAGES: $2,500.00 per day

CONTRACTOR: Kincaid Industries, Inc.

TERM: 738 Calendar Days

TIME FOR COMPLETION:_____

Kincaid Industries, Inc.

Address: 31-065 Plantation Drive, Thousand Palms, CA 92276
Phone: 760-343-5457
Fax: 760-343-5446

AGREEMENT

This Agreement is made and entered into this **2nd day of October, 2014,** by and between the **Cerritos Community College District** ("District") and **Kincaid Industries, 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 16, Fire Protection
   ("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-16 Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.

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

14. [**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:

Three Hundred Fifty Thousand and 00/100 Dollars

($350,000.00),

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

Fine Arts:

Two-Hundred, Ten Thousand, Five-Hundred Dollars	**$210,500.00**

CIS/Math:

One-Hundred, Thirty-Nine Thousand, Five-Hundred Dollars	**$139,500.00**

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

KINCAID INDUSTRIES, INC.

By: _____

Title: President

Print Name: R. Scott Kincaid

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. 13P032-16

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 **Kincaid Industries, Inc.** with its principal place of business at 31-065 Plantation Drive, Thousand Palms, CA 92276 ("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 16** ("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:
Kincaid Industries, Inc.

By: _____
Signature

R. Scott Kincaid, 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: **July 19, 2017**

Agenda Item No. 21

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: **Consideration of Ratification of Change Order No. 7 [Owner Added Scope, Agency Driven Changes], (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. 7 [Owner Added Scope, Agency Driven Changes] in the amount of $15,450 for the Fine Arts-CIS/Math Building project.

FISCAL IMPACT

The amount from Change Order No. 7 will be $15,450, increasing the total contract amount to $2,108,995. 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 & 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. 7 is $15,450. The original contract amount approved by the Board was $1,920,632. Therefore, Change Order No. 7 is in compliance with Public Contract Code Section 20659. Change Order No. 7 is due to the owner added scope of the addition of one sink in the Printmaking Workyard (room 159), the removal of the temporary construction water source on the south exterior to allow for exterior hardscape and landscape, and the removal and reinstallation of the site storm drain to prevent damage to the drain lines. The agency driven changes consisted of the removal and reinstallation of hose reels to allow for installation of steel framing and drywall for a fire-rated duct shaft in room 149. 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	July 19, 2017	$15,450	9.8%
	6	May 3, 2017	$23,466	9.0%
	5	May 3, 2017	$39,967	7.8%
	4	January 18, 2017	$52,979	5.7%
	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. 7 to Contract No. 13P032-18 (Fine Arts Building portion) – Empyrean Plumbing, Inc.
Change Order No. 6 to Contract No. 13P032-18 (CIS/Math Building portion) – Empyrean Plumbing, Inc.
Change Order No. 5 to Contract No. 13P032-18 (Fine Arts Building portion) – Empyrean Plumbing, Inc.
Change Order No. 4 to Contract No. 13P032-18 (CIS/Math Building portion) – Empyrean Plumbing, Inc.
Change Order No. 3 to Contract No. 13P032-18 (Fine Arts Building portion) – Empyrean Plumbing, Inc.
Change Order No. 2 to Contract No. 13P032-18 (CIS/Math Building portion) – Empyrean Plumbing, Inc.
Change Order No. 1 to Contract No. 13P032-18 (Fine Arts Building portion) – Empyrean Plumbing, Inc.
Contract No. 13P032-18 – Empyrean Plumbing, Inc.

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 07

Contract # 13P032-18

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

Date: June 13, 2017

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 7.01

Building: Fine Arts
Description: Additional sink added in room 159 of the Fine Arts building.
Reason: Upon review, it was determined that one (1) additional sink was required to be located in the Printmaking Workyard.
Benefit: Allow flexibility of department workspace.
Requested by: Owner / Tilden-Coil Constructors, Inc.
CO Type: Owner Request

Change Amount: ..... $ 1,841.00

Time Extension: .....0 Work days

Item 7.02

Building: Fine Arts
Description: Removal of temporary water source located on the south exterior of the Fine Arts building.
Reason: The temporary water source, used for construction, located south of the east fire lane was required to be removed to allow exterior hardscape and landscape.
Benefit: Ensured the construction schedule be maintained.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Owner Request

Change Amount: ..... $ 4,395.00

Time Extension: .....0 Work days

Item 7.03

Building: Fine Arts
Description: Removal and reinstallation of hose reels to allow installation of fire rated duct shaft located in room 149 of the Fine Arts building.
Reason: Upon review, it was determined that the duct shaft have fire rated walls. As a result, equipment attached to the ceiling was required to be removed in order for installation of steel framing and drywall. Once walls were complete the equipment was reinstalled.
Benefit: Ensured fire rating in duct shaft room be maintained.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Agency Driven

Change Amount: ..... $ 1,692.00

Time Extension: .....0 Work days

Item 7.04

Building: Fine Arts

Description: Removal and reinstallation of site storm drain located at the west fire lane of the Fine Arts building.

Reason: Upon review, it was determined that the weight of the concrete trucks pouring the west fire lane would have destroyed the storm drain lines. As a result, the storm drain lines were removed and reinstalled once the concrete truck had passed storm line location.

Benefit: Allowed fire lane install while preventing damage to storm drain.

Requested by: Tilden-Coil Constructors, Inc.

CO Type: Owner Request

Change Amount: ..... $ 7,522.00

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER **$15,450.00**
TOTAL ADDITIONAL WORKING DAYS ..... **Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	$	1,920,632.00
Net change by previous Change Order	$	172,913.00
Net sum prior to this Change Order	$	2,093,545.00
Amount of Change Order No. 7	$	15,450.00
New Contract Sum	$	2,108,995.00
Percentage of Change to Contract		9.8%

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 _____ of_____, 2017

Requested By:

6/13/17
(SIGNATURE & DATE)
EMPYREAN PLUMBING, INC.
DAVID KORALEWSKI
PO Box 5680
Riverside, CA 92517

Approved By:

(SIGNATURE & DATE)
CERRITOS COLLEGE
FILIPE LOPEZ
VICE PRESIDENT OF BUSINESS SERVICES

Reviewed By:

6/19/17
(SIGNATURE & DATE)
CERRITOS COLLEGE
DAVID C. MOORE,
DIRECTOR OF THE PHYSICAL PLANT

Reviewed By:

6-26-17
(SIGNATURE & DATE)
CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:

See attached
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

6/14/15
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

06/19/17
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

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

This Change Order is hereby executed on behalf of the Board of Trustees on _____ of _____, 2017

Requested By:

6/13/17

(SIGNATURE & DATE)
EMPYREAN PLUMBING, INC.
DAVID KORALEWSKI
PO Box 5680
Riverside, CA 92517

Approved By:

(SIGNATURE & DATE)
CERRITOS COLLEGE
FILIPE LOPEZ
VICE PRESIDENT OF BUSINESS SERVICES

Reviewed By:

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

Reviewed By:

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

Reviewed By:

06.14.17

(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: 06 Contract # 13P032-18A
To:	Empyrean Plumbing, Inc. PO Box 5680 Riverside, CA 92517 Phone: 951-776-4616 Fax: 951-346-5675	Date: February 9, 2017 Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 6.01

Building: Mathematics / CIS
Description: Relocation of temporary construction water source location along the east elevation of the CIS / Mathematics Building.
Reason: Upon review, it was determined that the temporary water source needed to be relocated to avoid conflict with the proposed concrete site work.
Benefit: Ensured the temporary water source would not impact the installation of site concrete.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Owner Request

Change Amount: ..... $ 1,807.00

Time Extension: .....0 Work days

Item 6.02

Building: Mathematics / CIS
Description: Additional seismic bracing required for plumbing piping for the 1st and 2nd floor of the CIS / Mathematics Building.
Reason: Upon review, it was determined by DSA that additional seismic bracing be installed on all plumbing piping.
Benefit: Ensures the plumbing piping bracing meets the requirements of the Division of State Architect.
Requested by: Division of State Architect
CO Type: Agency Driven

Change Amount: ..... $ 16,440.00

Time Extension: .....0 Work days

Item 6.03

Building: Mathematics / CIS

Description: Repaired a 3" water line, located on the south of Mathematics / CIS, on behalf of Bid Category #02 (BC 02 - Demo & Abatement / Grading / Paving) prime contractor.

Reason: Upon review, it was determined that a 3" water line was damaged during the grading process by Fata Construction (BC 02). As a result, the water line was repaired by Empyrean Plumbing (BC 18) on behalf of Fata Construction (BC 02). Reference Fata Construction (BC 02) deductive Change Order #01.

Benefit: Ensured water line was repaired properly to allow water flow to buildings.

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: ..... $ 5,219.00

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER..... **$23,466.00**
TOTAL ADDITIONAL WORKING DAYS ..... **Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	$	1,920,632.00
Net change by previous Change Order	$	149,447.00
Net sum prior to this Change Order	$	2,070,079.00
Amount of Change Order No. 6	$	23,466.00
New Contract Sum	$	2,093,545.00
Percentage of Change to Contract		9.0%

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 3rd of May, 2017

Requested By:

2-22-17
(SIGNATURE & DATE)
EMPYREAN PLUMBING, INC.
DAVID KORALEWSKI
PO Box 5680
Riverside, CA 92517

Approved By:

5/10/17
(SIGNATURE & DATE)
CERRITOS COLLEGE
FELIPE LOPEZ
VICE PRESIDENT BUSINESS SERVICES

Reviewed By:

3/30/2017
(SIGNATURE & DATE)
CERRITOS COLLEGE
DAVID C. MOORE,
DIRECTOR OF THE PHYSICAL PLANT

Reviewed By:

4-10-17
(SIGNATURE & DATE)
CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:

03.08.17
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

3/6/17
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

03/17/17
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 05

Contract # 13P032-18A

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

Date: February 9, 2017

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 5.01

Building: Fine Arts
Description: Relocation of fire hydrant per CCD(A)-37 to allow revised fire lane.
Reason: Upon review of CCD(A)-37, it was determined that the proposed location of the fire hydrant be investigated for underground utilities. Upon investigation, it was found that existiong unforeseen abandoned utilities needed to be removed along with a portion of sidewalk. Once the fire hydrant was relocated the sidewalk was repaired.
Benefit: Ensured the fire lane be able to serve both Fine Arts & Mathematics/CIS and the new Performing Arts Buildings.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Unforeseen Conditions

Change Amount: ..... $ 23,528.00

Time Extension: .....0 Work days

Item 5.02

Building: Fine Arts
Description: Additional seismic bracing required for plumbing piping for the 1st and 2nd floor of the Fine Arts Building.
Reason: Upon review, it was determined by DSA that additional seismic bracing be installed on all plumbing piping.
Benefit: Ensures the plumbing piping bracing meets the requirements of the Division of State Architect.
Requested by: Division of State Architect
CO Type: Agency Driven

Change Amount: ..... $ 16,439.00

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER..... $39,967.00
TOTAL ADDITIONAL WORKING DAYS ..... Days: 0

CONTRACT SUMMARY:

Original Contract Amount	$	1,920,632.00
Net change by previous Change Order	$	109,480.00
Net sum prior to this Change Order	$	2,030,112.00
Amount of Change Order No. 5	$	39,967.00
New Contract Sum	$	2,070,079.00
Percentage of Change to Contract		7.8%

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 3rd of May, ~~2016~~2017

Requested By:

2-22-17
(SIGNATURE & DATE)
EMPYREAN PLUMBING, INC.
DAVID KORALEWSKI
PO Box 5680
Riverside, CA 92517

Approved By:

5/10/17
(SIGNATURE & DATE)
CERRITOS COLLEGE
FELIPE LOPEZ
VICE PRESIDENT BUSINESS SERVICES

Reviewed By:

3/30/2017
(SIGNATURE & DATE)
CERRITOS COLLEGE
DAVID C. MOORE,
DIRECTOR OF THE PHYSICAL PLANT

Reviewed By:

4.10.17
(SIGNATURE & DATE)
CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:

03.08.17
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

3/6/17
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

03/16/17
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

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 18th of January, ~~2016~~ 2017

Requested By:

10/14/16
(SIGNATURE & DATE)
EMPYREAN PLUMBING, INC.
DAVID KORALEWSKI
PO Box 5680
Riverside, CA 92517

Approved By:

1/12/17
(SIGNATURE & DATE)
CERRITOS COLLEGE
FELIPE LOPEZ
VICE PRESIDENT OF 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:

10.18.16
(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 18th of January, ~~2016~~ 2017

Requested By:

10/14/16
(SIGNATURE & DATE)
EMPYREAN PLUMBING, INC.
DAVID KORALEWSKI
PO Box 5680
Riverside, CA 92517

Approved By:

1/19/17
(SIGNATURE & DATE)
CERRITOS COLLEGE
FELIPE LOPEZ
VICE PRESIDENT OF BUSINESS SERVICES

Reviewed By:

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

Reviewed By:

12-16-16
(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: 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%

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:

7/26/16
(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:

8-24-16
(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:

08/04/16
(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%

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:

7/6/16
(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: **July 19, 2017**
Agenda Item No. 22

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: **Consideration of Ratification of Change Order No. 8 [Errors, Owner Added Scope, Omissions], (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. 8 [Errors, Owner Added Scope, Omissions] in the amount of $3,093 for the Fine Arts-CIS/Math Building project.

FISCAL IMPACT

The amount from Change Order No. 8 will be $3,093, increasing the total contract amount to $2,112,088. 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 & 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. 8 is $3,093. The original contract amount approved by the Board was $1,920,632. Therefore, Change Order No. 8 is in compliance with Public Contract Code Section 20659. Change Order No. 8 is due to the correction of a design error through providing a sump pump at the west entrance landscape of the CIS/Math Building to allow for proper drainage of storm water. The owner added scope consisted of the replacement of a restroom fixture in room 225 due to damage. The design omission was corrected by providing additional p-traps and vents for drainage of the fan coils to allow for proper drainage. 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	July 19, 2017	$3,093	10.0%
Pending	7	July 19, 2017	$15,450	9.8%
	6	May 3, 2017	$23,466	9.0%
	5	May 3, 2017	$39,967	7.8%
	4	January 18, 2017	$52,979	5.7%
	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. 8 to Contract No. 13P032-18 (CIS/Math Building portion) – Empyrean Plumbing, Inc.
Change Order No. 7 to Contract No. 13P032-18 (CIS/Math Building portion) – Empyrean Plumbing, Inc.
Change Order No. 6 to Contract No. 13P032-18 (CIS/Math Building portion) – Empyrean Plumbing, Inc.
Change Order No. 5 to Contract No. 13P032-18 (Fine Arts Building portion) – Empyrean Plumbing, Inc.
Change Order No. 4 to Contract No. 13P032-18 (CIS/Math Building portion) – Empyrean Plumbing, Inc.
Change Order No. 3 to Contract No. 13P032-18 (Fine Arts Building portion) – Empyrean Plumbing, Inc.
Change Order No. 2 to Contract No. 13P032-18 (CIS/Math Building portion) – Empyrean Plumbing, Inc.
Change Order No. 1 to Contract No. 13P032-18 (Fine Arts Building portion) – Empyrean Plumbing, Inc.
Contract No. 13P032-18 – Empyrean Plumbing, Inc.

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 08

Contract # 13P032-18

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

Date: June 13, 2017

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 8.01

Building: Mathematics / CIS
Description: Provide sump pump at the west entrance landscape of the Mathematics / CIS building.
Reason: Upon review, it was determined that the west side exterior was not properly draining storm water. As a result a sump pump was provided to pump ponding water into the nearby storm drain.
Benefit: Allows drainage of storm water at the west entrance stairs.
Requested by: Hill Partnership, Inc.
CO Type: Design Error

Change Amount: ..... $ 571.00

Time Extension: .....0 Work days

Item 8.02

Building: Mathematics / CIS
Description: Replacement of restroom fixture located in room 225 of the Mathematics / CIS building.
Reason: Upon review, it was determined that a restroom urinal was damaged by an unknown trade and was required to be replaced.
Benefit: Ensured quality product be provided.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Owner Request

Change Amount: ..... $ 553.00

Time Extension: .....0 Work days

Item 8.03

Building: Mathematics / CIS
Description: Provide additional p-traps and vents for drainage of the fan coils of the Mathematics / CIS building.
Reason: Upon review, it was determined that additional p-traps and vents be provided to the fan coil condensate drainages in order to allow proper drainage.
Benefit: Ensured proper drainage be provided for equipment.
Requested by: Hill partnership, Inc.
CO Type: Design Ommission

Change Amount: ..... $ 1,969.00

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER..... $3,093.00
TOTAL ADDITIONAL WORKING DAYS ..... Days: 0

CONTRACT SUMMARY:

Original Contract Amount	$	1,920,632.00
Net change by previous Change Order	$	188,363.00
Net sum prior to this Change Order	$	2,108,995.00
Amount of Change Order No. 8	$	3,093.00
New Contract Sum	$	2,112,088.00
Percentage of Change to Contract		10.0%

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 _____, 2017

Requested By:

6/13/17
(SIGNATURE & DATE)
EMPYREAN PLUMBING, INC.
DAVID KORALEWSKI
PO Box 5680
Riverside, CA 92517

Approved By:

(SIGNATURE & DATE)
CERRITOS COLLEGE
FELIPE LOPEZ
VICE PRESIDENT OF BUSINESS SERVICES

Reviewed By:

6/19/17
(SIGNATURE & DATE)
CERRITOS COLLEGE
DAVID C. MOORE,
DIRECTOR OF THE PHYSICAL PLANT

Reviewed By:

6-21-17
(SIGNATURE & DATE)
CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:

See attached
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

6/14/17
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

06/19/17
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

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

This Change Order is hereby executed on behalf of the Board of Trustees on _____ of_____, 2017

Requested By:

6/13/17
(SIGNATURE & DATE)
EMPYREAN PLUMBING, INC.
DAVID KORALEWSKI
PO Box 5680
Riverside, CA 92517

Approved By:

_____
(SIGNATURE & DATE)
CERRITOS COLLEGE
FELIPE LOPEZ
VICE PRESIDENT OF BUSINESS SERVICES

Reviewed By:

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

Reviewed By:

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

Reviewed By:

06.14.17
(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 # 13P032-18

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

Date: June 13, 2017

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 7.01

Building: Fine Arts
Description: Additional sink added in room 159 of the Fine Arts building.
Reason: Upon review, it was determined that one (1) additional sink was required to be located in the Printmaking Workyard.
Benefit: Allow flexibility of department workspace.
Requested by: Owner / Tilden-Coil Constructors, Inc.
CO Type: Owner Request

Change Amount: ..... $ 1,841.00

Time Extension: .....0 Work days

Item 7.02

Building: Fine Arts
Description: Removal of temporary water source located on the south exterior of the Fine Arts building.
Reason: The temporary water source, used for construction, located south of the east fire lane was required to be removed to allow exterior hardscape and landscape.
Benefit: Ensured the construction schedule be maintained.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Owner Request

Change Amount: ..... $ 4,395.00

Time Extension: .....0 Work days

Item 7.03

Building: Fine Arts
Description: Removal and reinstallation of hose reels to allow installation of fire rated duct shaft located in room 149 of the Fine Arts building.
Reason: Upon review, it was determined that the duct shaft have fire rated walls. As a result, equipment attached to the ceiling was required to be removed in order for installation of steel framing and drywall. Once walls were complete the equipment was reinstalled.
Benefit: Ensured fire rating in duct shaft room be maintained.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Agency Driven

Change Amount: ..... $ 1,692.00

Time Extension: .....0 Work days

Item 7.04

Building: Fine Arts

Description: Removal and reinstallation of site storm drain located at the west fire lane of the Fine Arts building.

Reason: Upon review, it was determined that the weight of the concrete trucks pouring the west fire lane would have destroyed the storm drain lines. As a result, the storm drain lines were removed and reinstalled once the concrete truck had passed storm line location.

Benefit: Allowed fire lane install while preventing damage to storm drain.

Requested by: Tilden-Coil Constructors, Inc.

CO Type: Owner Request

Change Amount: ..... $ 7,522.00

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER **$15,450.00**
TOTAL ADDITIONAL WORKING DAYS ..... **Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	$	1,920,632.00
Net change by previous Change Order	$	172,913.00
Net sum prior to this Change Order	$	2,093,545.00
Amount of Change Order No. 7	$	15,450.00
New Contract Sum	$	2,108,995.00
Percentage of Change to Contract		9.8%

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 _____ of_____, 2017

Requested By:

6/13/17
(SIGNATURE & DATE)
EMPYREAN PLUMBING, INC.
DAVID KORALEWSKI
PO Box 5680
Riverside, CA 92517

Approved By:

(SIGNATURE & DATE)
CERRITOS COLLEGE
FILIPE LOPEZ
VICE PRESIDENT OF BUSINESS SERVICES

Reviewed By:

6/19/17
(SIGNATURE & DATE)
CERRITOS COLLEGE
DAVID C. MOORE,
DIRECTOR OF THE PHYSICAL PLANT

Reviewed By:

6-26-17
(SIGNATURE & DATE)
CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:

See attached
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

6/14/15
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

06/19/17
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

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

This Change Order is hereby executed on behalf of the Board of Trustees on _____ of _____, 2017

Requested By:

6/13/17

(SIGNATURE & DATE)
EMPYREAN PLUMBING, INC.
DAVID KORALEWSKI
PO Box 5680
Riverside, CA 92517

Approved By:

(SIGNATURE & DATE)
CERRITOS COLLEGE
FILIPE LOPEZ
VICE PRESIDENT OF BUSINESS SERVICES

Reviewed By:

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

Reviewed By:

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

Reviewed By:

06.14.17

(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: 06 Contract # 13P032-18A
To:	Empyrean Plumbing, Inc. PO Box 5680 Riverside, CA 92517 Phone: 951-776-4616 Fax: 951-346-5675	Date: February 9, 2017 Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 6.01

Building: Mathematics / CIS
Description: Relocation of temporary construction water source location along the east elevation of the CIS / Mathematics Building.
Reason: Upon review, it was determined that the temporary water source needed to be relocated to avoid conflict with the proposed concrete site work.
Benefit: Ensured the temporary water source would not impact the installation of site concrete.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Owner Request

Change Amount: ..... $ 1,807.00

Time Extension: .....0 Work days

Item 6.02

Building: Mathematics / CIS
Description: Additional seismic bracing required for plumbing piping for the 1st and 2nd floor of the CIS / Mathematics Building.
Reason: Upon review, it was determined by DSA that additional seismic bracing be installed on all plumbing piping.
Benefit: Ensures the plumbing piping bracing meets the requirements of the Division of State Architect.
Requested by: Division of State Architect
CO Type: Agency Driven

Change Amount: ..... $ 16,440.00

Time Extension: .....0 Work days

Item 6.03

Building: Mathematics / CIS

Description: Repaired a 3" water line, located on the south of Mathematics / CIS, on behalf of Bid Category #02 (BC 02 - Demo & Abatement / Grading / Paving) prime contractor.

Reason: Upon review, it was determined that a 3" water line was damaged during the grading process by Fata Construction (BC 02). As a result, the water line was repaired by Empyrean Plumbing (BC 18) on behalf of Fata Construction (BC 02). Reference Fata Construction (BC 02) deductive Change Order #01.

Benefit: Ensured water line was repaired properly to allow water flow to buildings.

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: ..... $ 5,219.00

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER..... **$23,466.00**
TOTAL ADDITIONAL WORKING DAYS ..... **Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	$	1,920,632.00
Net change by previous Change Order	$	149,447.00
Net sum prior to this Change Order	$	2,070,079.00
Amount of Change Order No. 6	$	23,466.00
New Contract Sum	$	2,093,545.00
Percentage of Change to Contract		9.0%

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 3rd of May, 2017

Requested By:

2-22-17
(SIGNATURE & DATE)
EMPYREAN PLUMBING, INC.
DAVID KORALEWSKI
PO Box 5680
Riverside, CA 92517

Approved By:

5/10/17
(SIGNATURE & DATE)
CERRITOS COLLEGE
FELIPE LOPEZ
VICE PRESIDENT BUSINESS SERVICES

Reviewed By:

3/30/2017
(SIGNATURE & DATE)
CERRITOS COLLEGE
DAVID C. MOORE,
DIRECTOR OF THE PHYSICAL PLANT

Reviewed By:

4-10-17
(SIGNATURE & DATE)
CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:

03.08.17
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

3/6/17
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

03/17/17
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 05

Contract # 13P032-18A

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

Date: February 9, 2017

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 5.01

Building: Fine Arts
Description: Relocation of fire hydrant per CCD(A)-37 to allow revised fire lane.
Reason: Upon review of CCD(A)-37, it was determined that the proposed location of the fire hydrant be investigated for underground utilities. Upon investigation, it was found that existiong unforeseen abandoned utilities needed to be removed along with a portion of sidewalk. Once the fire hydrant was relocated the sidewalk was repaired.
Benefit: Ensured the fire lane be able to serve both Fine Arts & Mathematics/CIS and the new Performing Arts Buildings.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Unforeseen Conditions

Change Amount: ..... $ 23,528.00

Time Extension: .....0 Work days

Item 5.02

Building: Fine Arts
Description: Additional seismic bracing required for plumbing piping for the 1st and 2nd floor of the Fine Arts Building.
Reason: Upon review, it was determined by DSA that additional seismic bracing be installed on all plumbing piping.
Benefit: Ensures the plumbing piping bracing meets the requirements of the Division of State Architect.
Requested by: Division of State Architect
CO Type: Agency Driven

Change Amount: ..... $ 16,439.00

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER..... $39,967.00
TOTAL ADDITIONAL WORKING DAYS ..... Days: 0

CONTRACT SUMMARY:

Original Contract Amount	$	1,920,632.00
Net change by previous Change Order	$	109,480.00
Net sum prior to this Change Order	$	2,030,112.00
Amount of Change Order No. 5	$	39,967.00
New Contract Sum	$	2,070,079.00
Percentage of Change to Contract		7.8%

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 3rd of May, ~~2016~~2017

Requested By:

2-22-17
(SIGNATURE & DATE)
EMPYREAN PLUMBING, INC.
DAVID KORALEWSKI
PO Box 5680
Riverside, CA 92517

Approved By:

5/10/17
(SIGNATURE & DATE)
CERRITOS COLLEGE
FELIPE LOPEZ
VICE PRESIDENT BUSINESS SERVICES

Reviewed By:

3/30/2017
(SIGNATURE & DATE)
CERRITOS COLLEGE
DAVID C. MOORE,
DIRECTOR OF THE PHYSICAL PLANT

Reviewed By:

4.10.17
(SIGNATURE & DATE)
CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:

03.08.17
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

3/6/17
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

03/16/17
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

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 18th of January, ~~2016~~ 2017

Requested By:

10/14/16
(SIGNATURE & DATE)
EMPYREAN PLUMBING, INC.
DAVID KORALEWSKI
PO Box 5680
Riverside, CA 92517

Approved By:

1/12/17
(SIGNATURE & DATE)
CERRITOS COLLEGE
FELIPE LOPEZ
VICE PRESIDENT OF 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:

10.18.16
(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 18th of January, ~~2016~~ 2017

Requested By:

10/14/16
(SIGNATURE & DATE)
EMPYREAN PLUMBING, INC.
DAVID KORALEWSKI
PO Box 5680
Riverside, CA 92517

Approved By:

1/19/17
(SIGNATURE & DATE)
CERRITOS COLLEGE
FELIPE LOPEZ
VICE PRESIDENT OF BUSINESS SERVICES

Reviewed By:

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

Reviewed By:

12-16-16
(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: 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%

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:

7/26/16
(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:

8-24-16
(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:

08/04/16
(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%

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:

7/6/16
(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: **July 19, 2017**

Agenda Item No. 23

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: **Consideration of Approval of Resolution No. 17-0719A, Authorization for Approval of Change Order No. 9 [Unforeseen Conditions], (Bid No. 13P032, Category 18), Empyrean Plumbing, Inc., Fine Arts-CIS/Math Building**

ACTION

It is recommended that the Board of Trustees approve Resolution No. 17-0719A, Authorization for Approval of Change Order No. 9 [Unforeseen Conditions], (Bid No. 13P032, Category 18), Empyrean Plumbing, Inc., Fine Arts-CIS/Math Building.

FISCAL IMPACT

The amount from Change Order No. 9 will be $47,650, increasing the total contract amount to $2,159,738. 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 & Building Plumbing element of work.

During the execution of the work, the district added additional scope to the project due to unforeseen conditions. The added scope included addressing unforeseen conditions that consisted of the disconnecting and capping of underground utility lines along the perimeter of the Old Fine Arts Building. Upon exploration, a total of eight utility lines were discovered; these lines needed to be disconnected to allow for demolition of the building.

The project is nearing completion per the terms of the contract. The total amount for the attached item in Change Order No. 9 is $47,650. The original contract amount approved by the Board was $1,920,632. The execution of Change Order No. 9 will exceed the ten percent change order threshold for total change orders for this prime contractor.

Additionally, as the project was bid under the multi-prime project delivery method, the project overall will not exceed ten percent for the total project cost. Although the cumulative sum of the change orders with Empyrean Plumbing, Inc. will be 12.4%, this change order represents 0.58% of the overall total construction value for the project. Currently, the total projected cumulative change order percentage for all eighteen multi-prime contracts for this project will be approximately 4.13%.

Public Contract Code Section 20659 limits the changes or alterations to a public works contract that the Board may authorize, without securing bids, to 10% of the original contract price. However, California appellate decisions establish an exception to the statutory bidding requirements when a public agency determines that competitive bidding would be futile, unavailing, undesirable, impractical, impossible, and/or would cause additional delay and additional cost.

Staff has determined that it would be more costly and time consuming to bid the change order work for Change Order No. 9, since it is integral to the project and that competitive bidding of the change order work would result in the delay of the completion of the project.

Additionally, bidding of the change order work would work an incongruity and not produce any advantage to the district since such competitive bidding could result in multiple contractors being required to perform the same work that could be more efficiently and effectively performed by one contractor. Empyrean Plumbing, Inc. is intimately familiar with the project and was ready, willing, and able to perform the additional work set forth in the board resolution and the attached change order.

Per the recitals set forth in Resolution No. 17-0719A, the statutes that require competitive bidding do not apply when competitive bidding would work an incongruity or not produce any advantage. Therefore, staff finds that it is in the district's best interest to approve the Change Order No. 9, as more fully described in the resolution and the attached change order.

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	July 19, 2017	$47,650	12.4%
Pending	8	July 19, 2017	$3,093	10.0%
Pending	7	July 19, 2017	$15,450	9.8%
	6	May 3, 2017	$23,466	9.0%
	5	May 3, 2017	$39,967	7.8%
	4	January 18, 2017	$52,979	5.7%
	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.

Staff recommends that the Board of Trustees adopt the attached Resolution No. 17-0719A to authorize the approval of Change Order No. 9 to Contract No. 13P032-18 to Empyrean Plumbing, Inc., as described in the resolution.

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

ATTACHMENT(S)
Resolution No. 17-0719A
Change Order No. 9 to Contract No. 13P032-18 (Fine Arts Building portion) – Empyrean Plumbing, Inc.
Change Order No. 8 to Contract No. 13P032-18 (CIS/Math Building portion) – Empyrean Plumbing, Inc.
Change Order No. 7 to Contract No. 13P032-18 (CIS/Math Building portion) – Empyrean Plumbing, Inc.
Change Order No. 6 to Contract No. 13P032-18 (CIS/Math Building portion) – Empyrean Plumbing, Inc.
Change Order No. 5 to Contract No. 13P032-18 (Fine Arts Building portion) – Empyrean Plumbing, Inc.
Change Order No. 4 to Contract No. 13P032-18 (CIS/Math Building portion) – Empyrean Plumbing, Inc.
Change Order No. 3 to Contract No. 13P032-18 (Fine Arts Building portion) – Empyrean Plumbing, Inc.
Change Order No. 2 to Contract No. 13P032-18 (CIS/Math Building portion) – Empyrean Plumbing, Inc.
Change Order No. 1 to Contract No. 13P032-18 (Fine Arts Building portion) – Empyrean Plumbing, Inc.
Contract No. 13P032-18 – Empyrean Plumbing, Inc.

CERRITOS COMMUNITY COLLEGE DISTRICT

RESOLUTION NO. 17-0719A

**RESOLUTION OF THE BOARD OF TRUSTEES
OF THE CERRITOS COMMUNITY COLLEGE DISTRICT
AUTHORIZATION FOR APPROVAL OF CHANGE ORDER NO. 9
(BID NO. 13P032, CATEGORY 18),
EMPYREAN PLUMBING, INC.,
FINE ARTS-CIS/MATH BUILDING**

WHEREAS, the Board of Trustees of the Cerritos Community College District ("District") previously awarded a contract for construction ("Contract") for a work of improvement commonly described as the Fine Arts-CIS/Math Building Project ("Project") at the District's campus to Empyrean Plumbing, Inc. ("Contractor") for the original contract amount of $1,920,632; and

WHEREAS, the District is subject to California Public Contract Code §20659, which limits the changes or alterations to a public works contract that the Board of Trustees may authorize, without securing bids, to 10% of the original contract price; and

WHEREAS, California appellate decisions establish an exception to the statutory bidding requirements when a public agency determines that competitive bidding would be futile, unavailing, undesirable, impractical, impossible, and/or would cause additional delay and additional cost, including *Meakin v. Steveland* (1977) 68 Cal.App.3d 490; and *Los Angeles Dredging v. Long Beach* (1930) 210 Cal. 348); and

WHEREAS, subsequent to the award of the Contract, additional work was necessarily performed by the Contractor on the Project ("Change Order") due to increased scope of services; and

WHEREAS, during the July 19, 2017 Board Meeting, the District seeks authority from the Board of Trustees to bring a new Change Order No. 9 in the amount of $47,650; and

WHEREAS, the Contractor is intimately familiar with the Project and was ready, willing, and able to perform the additional work set forth in Change Order No. 9; and

WHEREAS, it would have been more costly and time-consuming to bid this additional work since it is integral to the Project and the work being performed by the Contractor; and

WHEREAS, competitive bidding the additional work covered by Change Order No. 9 would have resulted in the delay of the completion of the Project; and

WHEREAS, it would have been impractical and caused additional delay for the District to have competitively bid Change Order No. 9 since the increased costs reflected therein were for the disconnecting and capping of unforeseen underground utility lines at the exterior of the Old Fine Arts Building to allow for demolition to move the Project forward; and

WHEREAS, the cost of the competitive bid process would have resulted in additional costs that may have exceeded the costs for the work listed in Change Order No. 9

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

Section 1. That all of the recitals set forth above are true and correct, and the Board so finds and determines:

Section 2. That it would have been impractical and caused additional delay for the District to have competitively bid the required work set forth in Change Order No. 9.

Section 4. That performance of work which is the subject of Change Order No. 9 was necessary to avoid further delays to completion of the Project.

Section 5. That the Board of Trustees find that the original contract amount of $1,920,632 has been increased by the total cost of Change Order No. 9 in the amount of $47,650.

Section 6. That the Board of Trustees delegates to its President, or a designee, authority to execute all Change Orders and complete all necessary documents for the additional work and to otherwise fulfill the intent of this Resolution.

Section 7. That this resolution shall be effective as of the date of its adoption.

APPROVED, PASSED AND ADOPTED by the Board of Trustees of the Cerritos Community College District on this 19th day of July 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

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 09

Contract # 13P032-18

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

Date: June 13, 2017

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 9.01

Building: Fine Arts

Description: Shutting off and capping of unforeseen utilities at the exterior of the old Fine Arts building.

Reason: While disconnecting and capping utilitiy lines feeding the old Fine Arts building, unforeseen underground utilities were discovered. As a result, it was required to explore the exterior perimeter of the building. Upon exploration, a total of eight (8) unforeseen utility lines were discovered and required to be disconnected.

Benefit: Ensured all utilities were disconnected to allow demolition.

Requested by: Tilden-Coil Constructors, Inc.

CO Type: Unforeseen Conditions

Change Amount: ..... $ 47,650.00

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER **$47,650.00**
TOTAL ADDITIONAL WORKING DAYS ..... **Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	$	1,920,632.00
Net change by previous Change Order	$	191,456.00
Net sum prior to this Change Order	$	2,112,088.00
Amount of Change Order No. 9	$	47,650.00
New Contract Sum	$	2,159,738.00
Percentage of Change to Contract		12.4%

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_____, 2017

Requested By:

6/13/17
(SIGNATURE & DATE)
EMPYREAN PLUMBING, INC.
DAVID KORALEWSKI
PO Box 5680
Riverside, CA 92517

Approved By:

(SIGNATURE & DATE)
CERRITOS COLLEGE
FELIPE LOPEZ
VICE PRESIDENT OF BUSINESS SERVICES

Reviewed By:

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

Reviewed By:

6-26-17
(SIGNATURE & DATE)
CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:

See attached
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

6/19/17
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

06/19/17
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

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

This Change Order is hereby executed on behalf of the Board of Trustees on _____ of_____, 2017

Requested By:

6/13/17
(SIGNATURE & DATE)
EMPYREAN PLUMBING, INC.
DAVID KORALEWSKI
PO Box 5680
Riverside, CA 92517

Approved By:

_____
(SIGNATURE & DATE)
CERRITOS COLLEGE
FELIPE LOPEZ
VICE PRESIDENT OF BUSINESS SERVICES

Reviewed By:

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

Reviewed By:

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

Reviewed By:

06.14.17
(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: 08

Contract # 13P032-18

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

Date: June 13, 2017

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 8.01

Building: Mathematics / CIS
Description: Provide sump pump at the west entrance landscape of the Mathematics / CIS building.
Reason: Upon review, it was determined that the west side exterior was not properly draining storm water. As a result a sump pump was provided to pump ponding water into the nearby storm drain.
Benefit: Allows drainage of storm water at the west entrance stairs.
Requested by: Hill Partnership, Inc.
CO Type: Design Error

Change Amount: ..... $ 571.00

Time Extension: .....0 Work days

Item 8.02

Building: Mathematics / CIS
Description: Replacement of restroom fixture located in room 225 of the Mathematics / CIS building.
Reason: Upon review, it was determined that a restroom urinal was damaged by an unknown trade and was required to be replaced.
Benefit: Ensured quality product be provided.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Owner Request

Change Amount: ..... $ 553.00

Time Extension: .....0 Work days

Item 8.03

Building: Mathematics / CIS
Description: Provide additional p-traps and vents for drainage of the fan coils of the Mathematics / CIS building.
Reason: Upon review, it was determined that additional p-traps and vents be provided to the fan coil condensate drainages in order to allow proper drainage.
Benefit: Ensured proper drainage be provided for equipment.
Requested by: Hill partnership, Inc.
CO Type: Design Ommission

Change Amount: ..... $ 1,969.00

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER..... $3,093.00
TOTAL ADDITIONAL WORKING DAYS ..... Days: 0

CONTRACT SUMMARY:

Original Contract Amount	$	1,920,632.00
Net change by previous Change Order	$	188,363.00
Net sum prior to this Change Order	$	2,108,995.00
Amount of Change Order No. 8	$	3,093.00
New Contract Sum	$	2,112,088.00
Percentage of Change to Contract		10.0%

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 _____, 2017

Requested By:

6/13/17
(SIGNATURE & DATE)
EMPYREAN PLUMBING, INC.
DAVID KORALEWSKI
PO Box 5680
Riverside, CA 92517

Approved By:

(SIGNATURE & DATE)
CERRITOS COLLEGE
FELIPE LOPEZ
VICE PRESIDENT OF BUSINESS SERVICES

Reviewed By:

6/19/17
(SIGNATURE & DATE)
CERRITOS COLLEGE
DAVID C. MOORE,
DIRECTOR OF THE PHYSICAL PLANT

Reviewed By:

6-21-17
(SIGNATURE & DATE)
CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:

See attached
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

6/14/17
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

06/19/17
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

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

This Change Order is hereby executed on behalf of the Board of Trustees on _____ of_____, 2017

Requested By:

6/13/17
(SIGNATURE & DATE)
EMPYREAN PLUMBING, INC.
DAVID KORALEWSKI
PO Box 5680
Riverside, CA 92517

Approved By:

_____
(SIGNATURE & DATE)
CERRITOS COLLEGE
FELIPE LOPEZ
VICE PRESIDENT OF BUSINESS SERVICES

Reviewed By:

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

Reviewed By:

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

Reviewed By:

06.14.17
(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 # 13P032-18

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

Date: June 13, 2017

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 7.01

Building: Fine Arts
Description: Additional sink added in room 159 of the Fine Arts building.
Reason: Upon review, it was determined that one (1) additional sink was required to be located in the Printmaking Workyard.
Benefit: Allow flexibility of department workspace.
Requested by: Owner / Tilden-Coil Constructors, Inc.
CO Type: Owner Request

Change Amount: ..... $ 1,841.00

Time Extension: .....0 Work days

Item 7.02

Building: Fine Arts
Description: Removal of temporary water source located on the south exterior of the Fine Arts building.
Reason: The temporary water source, used for construction, located south of the east fire lane was required to be removed to allow exterior hardscape and landscape.
Benefit: Ensured the construction schedule be maintained.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Owner Request

Change Amount: ..... $ 4,395.00

Time Extension: .....0 Work days

Item 7.03

Building: Fine Arts
Description: Removal and reinstallation of hose reels to allow installation of fire rated duct shaft located in room 149 of the Fine Arts building.
Reason: Upon review, it was determined that the duct shaft have fire rated walls. As a result, equipment attached to the ceiling was required to be removed in order for installation of steel framing and drywall. Once walls were complete the equipment was reinstalled.
Benefit: Ensured fire rating in duct shaft room be maintained.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Agency Driven

Change Amount: ..... $ 1,692.00

Time Extension: .....0 Work days

Item 7.04

Building: Fine Arts

Description: Removal and reinstallation of site storm drain located at the west fire lane of the Fine Arts building.

Reason: Upon review, it was determined that the weight of the concrete trucks pouring the west fire lane would have destroyed the storm drain lines. As a result, the storm drain lines were removed and reinstalled once the concrete truck had passed storm line location.

Benefit: Allowed fire lane install while preventing damage to storm drain.

Requested by: Tilden-Coil Constructors, Inc.

CO Type: Owner Request

Change Amount: ..... $ 7,522.00

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER **$15,450.00**
TOTAL ADDITIONAL WORKING DAYS ..... **Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	$	1,920,632.00
Net change by previous Change Order	$	172,913.00
Net sum prior to this Change Order	$	2,093,545.00
Amount of Change Order No. 7	$	15,450.00
New Contract Sum	$	2,108,995.00
Percentage of Change to Contract		9.8%

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 _____ of_____, 2017

Requested By:

6/13/17
(SIGNATURE & DATE)
EMPYREAN PLUMBING, INC.
DAVID KORALEWSKI
PO Box 5680
Riverside, CA 92517

Approved By:

(SIGNATURE & DATE)
CERRITOS COLLEGE
FILIPE LOPEZ
VICE PRESIDENT OF BUSINESS SERVICES

Reviewed By:

6/19/17
(SIGNATURE & DATE)
CERRITOS COLLEGE
DAVID C. MOORE,
DIRECTOR OF THE PHYSICAL PLANT

Reviewed By:

6-26-17
(SIGNATURE & DATE)
CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:

See attached
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

6/14/15
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

06/19/17
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

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

This Change Order is hereby executed on behalf of the Board of Trustees on _____ of _____, 2017

Requested By:

6/13/17

(SIGNATURE & DATE)
EMPYREAN PLUMBING, INC.
DAVID KORALEWSKI
PO Box 5680
Riverside, CA 92517

Approved By:

(SIGNATURE & DATE)
CERRITOS COLLEGE
FILIPE LOPEZ
VICE PRESIDENT OF BUSINESS SERVICES

Reviewed By:

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

Reviewed By:

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

Reviewed By:

06.14.17

(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: 06 Contract # 13P032-18A
To:	Empyrean Plumbing, Inc. PO Box 5680 Riverside, CA 92517 Phone: 951-776-4616 Fax: 951-346-5675	Date: February 9, 2017 Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 6.01

Building: Mathematics / CIS
Description: Relocation of temporary construction water source location along the east elevation of the CIS / Mathematics Building.
Reason: Upon review, it was determined that the temporary water source needed to be relocated to avoid conflict with the proposed concrete site work.
Benefit: Ensured the temporary water source would not impact the installation of site concrete.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Owner Request

Change Amount: ..... $ 1,807.00

Time Extension: .....0 Work days

Item 6.02

Building: Mathematics / CIS
Description: Additional seismic bracing required for plumbing piping for the 1st and 2nd floor of the CIS / Mathematics Building.
Reason: Upon review, it was determined by DSA that additional seismic bracing be installed on all plumbing piping.
Benefit: Ensures the plumbing piping bracing meets the requirements of the Division of State Architect.
Requested by: Division of State Architect
CO Type: Agency Driven

Change Amount: ..... $ 16,440.00

Time Extension: .....0 Work days

Item 6.03

Building: Mathematics / CIS

Description: Repaired a 3" water line, located on the south of Mathematics / CIS, on behalf of Bid Category #02 (BC 02 - Demo & Abatement / Grading / Paving) prime contractor.

Reason: Upon review, it was determined that a 3" water line was damaged during the grading process by Fata Construction (BC 02). As a result, the water line was repaired by Empyrean Plumbing (BC 18) on behalf of Fata Construction (BC 02). Reference Fata Construction (BC 02) deductive Change Order #01.

Benefit: Ensured water line was repaired properly to allow water flow to buildings.

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: ..... $ 5,219.00

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER..... **$23,466.00**
TOTAL ADDITIONAL WORKING DAYS ..... **Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	$	1,920,632.00
Net change by previous Change Order	$	149,447.00
Net sum prior to this Change Order	$	2,070,079.00
Amount of Change Order No. 6	$	23,466.00
New Contract Sum	$	2,093,545.00
Percentage of Change to Contract		9.0%

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 3rd of May, 2017

Requested By:

2-22-17
(SIGNATURE & DATE)
EMPYREAN PLUMBING, INC.
DAVID KORALEWSKI
PO Box 5680
Riverside, CA 92517

Approved By:

5/10/17
(SIGNATURE & DATE)
CERRITOS COLLEGE
FELIPE LOPEZ
VICE PRESIDENT BUSINESS SERVICES

Reviewed By:

3/30/2017
(SIGNATURE & DATE)
CERRITOS COLLEGE
DAVID C. MOORE,
DIRECTOR OF THE PHYSICAL PLANT

Reviewed By:

4-10-17
(SIGNATURE & DATE)
CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:

03.08.17
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

3/6/17
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

03/17/17
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 05

Contract # 13P032-18A

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

Date: February 9, 2017

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 5.01

Building: Fine Arts
Description: Relocation of fire hydrant per CCD(A)-37 to allow revised fire lane.
Reason: Upon review of CCD(A)-37, it was determined that the proposed location of the fire hydrant be investigated for underground utilities. Upon investigation, it was found that existiong unforeseen abandoned utilities needed to be removed along with a portion of sidewalk. Once the fire hydrant was relocated the sidewalk was repaired.
Benefit: Ensured the fire lane be able to serve both Fine Arts & Mathematics/CIS and the new Performing Arts Buildings.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Unforeseen Conditions

Change Amount: ..... $ 23,528.00

Time Extension: .....0 Work days

Item 5.02

Building: Fine Arts
Description: Additional seismic bracing required for plumbing piping for the 1st and 2nd floor of the Fine Arts Building.
Reason: Upon review, it was determined by DSA that additional seismic bracing be installed on all plumbing piping.
Benefit: Ensures the plumbing piping bracing meets the requirements of the Division of State Architect.
Requested by: Division of State Architect
CO Type: Agency Driven

Change Amount: ..... $ 16,439.00

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER..... $39,967.00
TOTAL ADDITIONAL WORKING DAYS ..... Days: 0

CONTRACT SUMMARY:

Original Contract Amount	$	1,920,632.00
Net change by previous Change Order	$	109,480.00
Net sum prior to this Change Order	$	2,030,112.00
Amount of Change Order No. 5	$	39,967.00
New Contract Sum	$	2,070,079.00
Percentage of Change to Contract		7.8%

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 3rd of May, ~~2016~~2017

Requested By:

2-22-17
(SIGNATURE & DATE)
EMPYREAN PLUMBING, INC.
DAVID KORALEWSKI
PO Box 5680
Riverside, CA 92517

Approved By:

5/10/17
(SIGNATURE & DATE)
CERRITOS COLLEGE
FELIPE LOPEZ
VICE PRESIDENT BUSINESS SERVICES

Reviewed By:

3/30/2017
(SIGNATURE & DATE)
CERRITOS COLLEGE
DAVID C. MOORE,
DIRECTOR OF THE PHYSICAL PLANT

Reviewed By:

4.10.17
(SIGNATURE & DATE)
CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:

03.08.17
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

3/6/17
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

03/16/17
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

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 18th of January, ~~2016~~ 2017

Requested By:

10/14/16
(SIGNATURE & DATE)
EMPYREAN PLUMBING, INC.
DAVID KORALEWSKI
PO Box 5680
Riverside, CA 92517

Approved By:

1/12/17
(SIGNATURE & DATE)
CERRITOS COLLEGE
FELIPE LOPEZ
VICE PRESIDENT OF 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:

10.18.16
(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 18th of January, ~~2016~~ 2017

Requested By:

10/14/16
(SIGNATURE & DATE)
EMPYREAN PLUMBING, INC.
DAVID KORALEWSKI
PO Box 5680
Riverside, CA 92517

Approved By:

1/19/17
(SIGNATURE & DATE)
CERRITOS COLLEGE
FELIPE LOPEZ
VICE PRESIDENT OF BUSINESS SERVICES

Reviewed By:

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

Reviewed By:

12-16-16
(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: 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%

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:

7/26/16
(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:

8-24-16
(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:

08/04/16
(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%

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:

7/6/16
(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: **July 19, 2017**
Agenda Item No. 24

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: **Consideration of Ratification of Change Order No. 5 [Owner Added Scope, Agency Driven Changes, Errors, Omissions, Deductive Credit, Unforeseen Conditions], (Bid No. 13P032, Category 19), RDM Electric, Inc., Fine Arts-CIS/Math Building**

ACTION

It is recommended that the Board of Trustees ratify Change Order No. 5 [Owner Added Scope, Agency Driven Changes, Errors, Omissions, Deductive Credit, Unforeseen Conditions] in the amount of $91,027 for the Fine Arts-CIS/Math Building project.

FISCAL IMPACT

The amount from Change Order No. 5 will be $91,027, increasing the contract amount to $6,009,372. Funding will be allocated from the GO Bond.

REPORT SUMMARY

On October 1, 2014, the Board awarded a contract to RDM Electric, Inc. of Chino, 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 19 represents the Electrical/Low Voltage 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 $91,027. The original contract amount approved by the Board was $5,725,000. Therefore, Change Order No. 5 is in compliance with Public Contract Code Section 20659. Change Order No. 5 is due to owner added scope consisting of modifications to outlets, lighting, doors, and conduit infrastructure in various rooms of the Fine Arts building, repair to the temporary construction power lines for the site due to damage from Fata Construction and Development, and the furnishing temporary construction power lines to the Old Fine Arts building demolition area. Agency driven changes specified by the Division of State Architects consist of the removal and reinstallation of the exterior recessed lights along the west side of the Fine Arts Building to accommodate the relocation of the canopy, and omitting three drop-in light fixtures in favor of three surface-mounted light fixtures in room 112 due to a change in the ceiling type to ensure the fire rating of the duct shaft room, acceleration of labor due to delays in the review process, and providing two additional fire alarm devices in room 112. Additionally, Change Order No. 5 corrected design errors by providing additional conduit and wiring to accommodate power to the

proposed equipment in several rooms of the Fine Arts Building, and revising the service lighting in two elevator pits to ensure proper lighting for future maintenance. Design omissions were remedied through providing one additional fire alarm device along the south exterior elevator of the Fine Arts building. The college received a deductive credit as the recessed handdryers required in the restrooms were able to be procured by Inland Building Construction Companies, Inc.; this can be referenced in Change Order No. 2 submitted by Inland Building. The unforeseen conditions were resolved through the re-routing of power from the Old Fine Arts building to site lighting at the east fire lane, as the old building was scheduled for demolition. 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	July 19, 2017	$91,027	5.0%
	4	May 3, 2017	$34,861	3.4%
	3	May 3, 2017	$155,808	2.8%
	2	September 21, 2016	$5,793	0.1%
	1	July 25, 2016	($3,117)	-0.1%

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. 5 to Contract No. 13P032-19 (CIS/Math Building portion) – RDM Electric Co., Inc.
Change Order No. 4 to Contract No. 13P032-19 (CIS/Math Building portion) – RDM Electric Co., Inc.
Change Order No. 3 to Contract No. 13P032-19 (Fine Arts Building portion) – RDM Electric Co., Inc.
Change Order No. 2 to Contract No. 13P032-19 (Fine Arts Building portion) – RDM Electric Co., Inc.
Change Order No. 1 to Contract No. 13P032-19 (Fine Arts Building portion) – RDM Electric Co., Inc.
Contract No. 13P032-19 – RDM Electric Co., Inc.

Project:	Cerritos College Fine Arts & CIS Math	Change Order Number: 05 Contract # 13P032-19
To:	RDM Electric Co., Inc. 13867 Redwood Avenue Chino, CA 91710 Phone: 909-591-0990 Fax: 909-591-1599	Date: May 19, 2017 Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 5.01

Building:	Fine Arts
Description:	Modifications to outlets, lighting, doors, and conduit infrastructure located in rooms 108, 135, 139, 207, 245, and 246 of the Fine Arts building.
Reason:	Unpon review, it was determined that outlets, lighting, doors and conduit infrastructure needed to be modified to accommodate the client's intended use.
Benefit:	Ensured the building meets the needs and requirements of the client.
Requested by:	Owner / Tilden-Coil Constructors, Inc.
CO Type:	Owner Directive

Change Amount: $16,025.00

Time Extension: .....0 Work days

Item 5.02

Building:	Fine Arts
Description:	Cost to safely repair the temporary power lines servicing the construction site, damaged by the Bid Category #02 (Demo & Abatement / Grading/ Paving) prime contractor.
Reason:	Upon review, it was determined that the construction power to the project was damaged by Fata Construction (BC 02) and was required to be repaired by RDM Electric (BC 19). Reference Fata Construction (BC 02) deductive change order #03.
Benefit:	Ensured the electrical power is maintained to the construction site.
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: $2,207.00

Time Extension: .....0 Work days

Item 5.03

Building: Fine Arts
Description: Cost to provide temporary power requested by Fata Construction (BC 02).
Reason: Upon review, it was requested by Fata Construction (BC 02) for RDM Electric to furnish temporary power to utilities for abatement and demolition of the existing Fine Arts building. Reference Fata Construction (BC 02) deductive change order #03.
Benefit: Furnishing of power ensured the start of the demolition of the building.
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: $8,810.00

Time Extension: .....0 Work days

Item 5.04

Building: Fine Arts
Description: Removal and reinstallation of exterior recessed lights located at the of canopy along the west side of the Fine Arts building.
Reason: Upon review, it was determined that the light fixtures had to be removed in order to relocate a portion of a canopy per CCD(A)-38. Upon relocation of the canopy, the lights were reinstalled.
Benefit: Ensured proper lighting requirements upon completion of the canopy relocation.
Requested by: Division of State Architects
CO Type: Agency Driven

Change Amount: $1,490.00

Time Extension: .....0 Work days

Item 5.05

Building: Fine Arts
Description: Omit three (3) drop in light fixtures and add three (3) surface mounted light fixtures located in room 112 of the Fine Arts building.
Reason: Upon review, it was determined that the ceiling was required to be changed from a ceiling grid system to a drywall hard lid ceiling as required by Division of State Architect (DSA). As a result, the lighting fixtures were required to be changed.
Benefit: Ensures fire rating of duct shaft room is maintained.
Requested by: Division of State Architects
CO Type: Agency Driven

Change Amount: $8,526.00

Time Extension: .....0 Work days

Item 5.06

Building: Fine Arts
Description: Provide additional conduit and wiring to accommodate power to the proposed equipment located in room 109, 124, 153, and 157 of the Fine Arts building.
Reason: Upon review, it was determined that revisions to power were required to accommodate equipoment in the labs and workyard.
Benefit: Ensured sufficient power for all proposed equipment.
Requested by: Hill Partnership, Inc.
CO Type: Design Error

Change Amount: $39,730.00

Time Extension: .....0 Work days

Item 5.07

Building: Fine Arts
Description: Revise service lighting in two (2) elevator pits for the elevators in the Fine Arts building.
Reason: Upon review, it was determined that the lighting in the elevator pits were required to be larger and water resistant.
Benefit: Ensured proper lighting be provided for future maintanence.
Requested by: Hill Partnership, Inc.
CO Type: Design Error

Change Amount: $2,366.00

Time Extension: .....0 Work days

Item 5.08

Building: Fine Arts
Description: Provide one (1) additional fire alarm device along the south exterior elevator of the Fine Arts building.
Reason: Upon review, it was determined that an additional heat detector was required to be installed at the exterior of the south elevator.
Benefit: Ensured a complete and sufficient fire alarm system.
Requested by: Hill Partnership, Inc.
CO Type: Design Omission

Change Amount: $4,762.00

Time Extension: .....0 Work days

Item 5.09

Building: Fine Arts
Description: Acceleration of work due to delay on CCD review process.
Reason: Upon review, it was determined that work needed to be accelerated due to the delay in the Division of State Architect (DSA) review process of CCD.
Benefit: Ensured timely installation of lighting grid system.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Agency Driven

Change Amount: $1,490.00

Time Extension: .....0 Work days

Item 5.10

Building: Fine Arts
Description: Provide two (2) additional fire alarm devices located in room 112 of the Fine Arts building.
Reason: Upon review, it was determined that additional fire alarm devices were required to be installed in the ducts above ceiling in room 112 of Fine Arts as noted in CCD(A)-22.
Benefit: Ensured a complete and sufficient fire alarm system.
Requested by: Division of State Architect
CO Type: Agency Driven

Change Amount: $10,120.00

Time Extension: .....0 Work days

Item 5.11

Building: Fine Arts
Description: Provide a credit to offset the cost of material furnished by Bid Category #15 (BC 15) prime contractor.
Reason: Upon review, it was determined that the recessed handdryers required in the restrooms were able to be procured by Inland Building (BC 15) on behalf of RDM Electric (BC 19).
Benefit: Ensured proper fixtures be provided for installation.
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: ..... ($8,129.00)

Time Extension: .....0 Work days

Item 5.12

Building: Fine Arts
Description: Reroute of power to site lighting at east fire lane of the Fine Arts building.
Reason: Upon review, it was determined that the power for the site lighting on east fire lane was fed from the old Fine Arts building. As a result, the power was required to be rerouted as the old building was scheduled to be demolished.
Benefit: Ensured permanent power be provided for lighting.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Unforeseen Condition

Change Amount: $3,630.00

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER **$91,027.00**
TOTAL ADDITIONAL WORKING DAYS ..... **Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	$	5,725,000.00
Net change by previous Change Order	$	193,345.00
Net sum prior to this Change Order	$	5,918,345.00
Amount of Change Order No. 5	$	91,027.00
New Contract Sum	$	6,009,372.00
Percentage of Change to Contract		5.0%

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 _____, 2017

Requested By:

Robert D. McDonnell Jr. 6.13.17
(SIGNATURE & DATE)
RDM ELECTRIC, INC.
ROB MCDONNELL, JR.
13867 Redwood Avenue
Chino, CA 91710

Approved By:

(SIGNATURE & DATE)
CERRITOS COLLEGE
FELIPE LOPEZ
VICE PRESIDENT OF BUSINESS SERVICES

Reviewed By:

6/19/17
(SIGNATURE & DATE)
CERRITOS COLLEGE
DAVID C. MOORE,
DIRECTOR OF THE PHYSICAL PLANT

Reviewed By:

(SIGNATURE & DATE) 6-26-17
CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:

See attached
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

6/14/17
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

06/19/17
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

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

This Change Order is hereby executed on behalf of the Board of Trustees on _____ of _____, 2017

Requested By:

Robt D. McDonnell Jr 6-13-17

(SIGNATURE & DATE)
RDM ELECTRIC, INC.
ROB MCDONNELL, JR.
13867 Redwood Avenue
Chino, CA 91710

Approved By:

(SIGNATURE & DATE)
CERRITOS COLLEGE
FELIPE LOPEZ
VICE PRESIDENT OF BUSINESS SERVICES

Reviewed By:

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

Reviewed By:

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

Reviewed By:

06.14.17

(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 # 13P032-19A

To: RDM Electric Co., Inc.
13867 Redwood Avenue
Chino, CA 91710
Phone: 909-591-0990
Fax: 909-591-1599

Date: February 07, 2017

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 4.01

Building: CIS / Mathematics
Description: Provide additional fire alarm cabling.
Reason: Upoin review, it was determined that (2) hour rated cable was required by DSA to be installed for the fire alarm system in lieu of a (1) hour rated cable.
Benefit: Ensured the fire alarm systems meets all DSA regulations.
Requested by: Division of State Architect
CO Type: Agency Driven

Change Amount: $14,051.00

Time Extension: .....0 Work days

Item 4.02

Building: CIS / Mathematics
Description: Provide additional power and lighting to elevators #1 and #2 of the CIS / Mathematics Building.
Reason: Upon review, it was determined that DSA required additional recepticles and lighting in each of the elevator pits.
Benefit: Ensures suitable environment for future maintenance of elevators.
Requested by: Division of State Architect
CO Type: Agency Driven

Change Amount: $10,435.00

Time Extension: .....0 Work days

Item 4.03

Building: CIS / Mathematics
Description: Add additional conduits and lights located in room 210 and stairwell of Stair #2.
Reason: Upon review, it was determined that additional lights and conduits had to be modified from that of the design to allow proper power and lighting requirements.
Benefit: Ensures proper lighting and proper pathways for wires.
Requested by: Hill Partnership, Inc.
CO Type: Design Errors / Omissions

Change Amount: $3,092.00

Time Extension: .....0 Work days

Item 4.04

Building: CIS / Mathematics
Description: Additional conduit infrastructure in room 203 of the CIS / Mathematics Building.
Reason: Upon review, it was determined that additional cooling would be needed in the future for Server Room 203. As a result, additional conduit infrastructure was requested to be provided in room 203 for the future installion of additional HVAC units.
Benefit: Ensures the ease of future HVAC installation.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Owner Directive

Change Amount: $7,283.00

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER **$34,861.00**
TOTAL ADDITIONAL WORKING DAYS ..... **Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	$	5,725,000.00
Net change by previous Change Order	$	158,484.00
Net sum prior to this Change Order	$	5,883,484.00
Amount of Change Order No. 3	$	34,861.00
New Contract Sum	$	5,918,345.00

Percentage of Change to Contract 3.4%

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 3rd of May, 2017

Requested By:

Robert D. McDonnell Jr. 2.20.17
(SIGNATURE & DATE)
RDM ELECTRIC, INC.
ROB MCDONNELL, JR.
13867 Redwood Avenue
Chino, CA 91710

Approved By:

5/10/2017
(SIGNATURE & DATE)
CERRITOS COLLEGE
FELIPE LOPEZ
VICE PRESIDENT BUSINESS SERVICES

Reviewed By:

3/3/2017
(SIGNATURE & DATE)
CERRITOS COLLEGE
DAVID C. MOORE,
DIRECTOR OF THE PHYSICAL PLANT

Reviewed By:

4-10-17
(SIGNATURE & DATE)
CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:

03.03.17
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

3/6/17
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

03/17/17
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 03

Contract # 13P032-19A

To: RDM Electric Co., Inc.
13867 Redwood Avenue
Chino, CA 91710
Phone: 909-591-0990
Fax: 909-591-1599

Date: February 07, 2017

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 3.01

Building: Fine Arts
Description: Exploration of existing underground electrical in location of drilled piers.
Reason: An existing unforeseen electrical encasement was explored between power manhole (PMH) #12 and power manhole (PMH) #30 to determine if the encasement would interfere with the location of the proposed drilled piers. Sections of the abandoned encasement were removed in three locations.
Benefit: Ensured installation of the drilled piers and continued advancement of construction activities.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Unforseen Condition

Change Amount: $2,827.00

Time Extension: .....0 Work days

Item 3.02

Building: Fine Arts
Description: Provide additional slurry concrete to encase all underground electrical ductbanks.
Reason: The specifications called for underground electrical outside foundation to be encased in concrete. However, DSA required all underground electrical to be encased.
Benefit: Ensured the protection of all underground electrical.
Requested by: Division of State Architect
CO Type: Agency Driven

Change Amount: $7,398.00

Time Extension: .....0 Work days

Item 3.03

Building: Fine Arts
Description: Provide additional conduit pathways for emergency telephones and future media use.
Reason: Upon review, additional conduits were requested to be provided for emergency elevator phones in order to provide a separate pathway from the card readers. Additional conduits were also requested to be provided for future media use in the Gallery Display.
Benefit: Ensured secure pathways for future electrical and low voltage work.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Owner Directive

Change Amount: $32,288.00

Time Extension: .....0 Work days

Item 3.04

Building: Fine Arts
Description: Add additional lights, outlets, switches, conduit, and breakers located in rooms 108, 109, 114, 133, 134, 140, 141, 221, 222, 224 and stairwell of Stair #2, of the Fine Arts Building.
Reason: Upon review, it was determined that power requirements, light switches, and outlets had to be modified from that of the design to allow proper functionality of lighting, audio visual equipment, and motorized wall.
Benefit: Ensured all lights, audio visual equipment, and motorized wall function properly.
Requested by: Hill Partnership, Inc.
CO Type: Design Errors / Omissions

Change Amount: $62,122.00

Time Extension: .....0 Work days

Item 3.05

Building: Fine Arts
Description: Provide additional power and lighting to elevator #1 and #2 of the Fine Arts Building.
Reason: Upon review, it was determined that DSA required additional recepticles and lighting in each of the elevator pits.
Benefit: Ensures suitable environment for future maintenance of elevators.
Requested by: Division of State Architect
CO Type: Agency Driven

Change Amount: $12,175.00

Time Extension: .....0 Work days

Item 3.06

Building: Fine Arts
Description: Provide additional fire alarm cabeling to the Fine Arts Building.
Reason: Upon review, it was determined that (2) hour rated cable was required by DSA to be installed for the fire alarm system in lieu of a (1) hour rated cable.
Benefit: Ensured the fire alarm systems meets all DSA regulations.
Requested by: Division of State Architect
CO Type: Agency Driven

Change Amount: $37,381.00

Time Extension: .....0 Work days

Item 3.07

Building: Fine Arts

Description: Relocation of conduits due to (4) incorrect door frames on behalf of the Bid Category #09 (BC 09-Doors/Frames/Hardware) prime contractor.

Reason: Upon review, it was determined that multiple door frames were incorrect sizes and needed to be replaced with the correct size. As a result, the conduits above the door frames were relocated by RDM Electric (BC 19) on behalf of Design Hardware (BC 09). Reference Design Hardware (BC 09) deductive Change Order #02.

Benefit: Ensured the proper pathways be provided for the wiring above the correct door frames.

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: $1,617.00

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER **$155,808.00**
TOTAL ADDITIONAL WORKING DAYS ..... **Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	$	5,725,000.00
Net change by previous Change Order	$	2,676.00
Net sum prior to this Change Order	$	5,727,676.00
Amount of Change Order No. 3	$	155,808.00
New Contract Sum	$	5,883,484.00

Percentage of Change to Contract 2.8%

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 3rd of May, 2017

Requested By:

Robert D. Mc... 2.20.17
(SIGNATURE & DATE)
RDM ELECTRIC, INC.
ROB MCDONNELL, JR.
13867 Redwood Avenue
Chino, CA 91710

Approved By:

5/10/17
(SIGNATURE & DATE)
CERRITOS COLLEGE
FELIPE LOPEZ
VICE PRESIDENT BUSINESS SERVICES

Reviewed By:

3/30/2017
(SIGNATURE & DATE)
CERRITOS COLLEGE
DAVID C. MOORE,
DIRECTOR OF THE PHYSICAL PLANT

Reviewed By:

4-10-17
(SIGNATURE & DATE)
CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:

03.08.17
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

3/6/17
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

03/16/17
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 02

Contract # 13P032-19

To: RDM Electric Co., Inc.
13867 Redwood Avenue
Chino, CA 91710
Phone: 909-591-0990
Fax: 909-591-1599

Date: June 24, 2016

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 2.01

Building: Fine Arts

Description: Remove existing storm drain line and associated debris 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: $5,793.00

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER **$5,793.00**
TOTAL ADDITIONAL WORKING DAYS ..... **Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	$	5,725,000.00
Net change by previous Change Order	$	(3,117.00)
Net sum prior to this Change Order	$	5,721,883.00
Amount of Change Order No. 2	$	5,793.00
New Contract Sum	$	5,727,676.00

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 21st of September, 2016

Requested By:

7-7-16
(SIGNATURE & DATE)
RDM ELECTRIC, INC.
ROB MCDONNELL, JR.
13867 Redwood Avenue
Chino, CA 91710

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:

8-29-16
(SIGNATURE & DATE)
CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:

07.18.16
(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: Cerritos College
Fine Arts & CIS Math

Change Order Number: 01

Contract # 13P032-19

To: RDM Electric Co., Inc.
13867 Redwood Avenue
Chino, CA 91710
Phone: 909-591-0990
Fax: 909-591-1599

Date: May 13, 2016

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 1.01

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: Deacreased 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: ..... ($3,117.00)

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER ..... **($3,117.00)**
TOTAL ADDITIONAL WORKING DAYS ..... **Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	$	5,725,000.00
Net change by previous Change Order	$	-
Net sum prior to this Change Order	$	5,725,000.00
Amount of Change Order No. 1	$	(3,117.00)
New Contract Sum	$	5,721,883.00
Percentage of Change to Contract		-0.1%

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 25 of July, 2016

Requested By:

6.7.16
(SIGNATURE & DATE)
RDM ELECTRIC, INC.
ROB MCDONNELL, JR.
13867 Redwood Avenue
Chino, CA 91710

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:

06.15.16
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

6/15/16
(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: Fine Arts-CIS/Math Building / BID NO.: 13P032

DATE OF CONTRACT: October 2, 2014 / CONTRACT NO.: 13P032-19

BID CATEGORY: 19, Electrical/Low Voltage

DOLLAR VALUE: $5,725,000.00

LIQUIDATED DAMAGES: $2,500.00 per day

CONTRACTOR: RDM Electric Co., Inc.

TERM: 738 Calendar Days

TIME FOR COMPLETION:_____

RDM Electric Co., Inc.

Address: 13867 Redwood Avenue, Chino, Ca 91710
Phone: 909-591-0990
Fax: 909-591-1599

AGREEMENT

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

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

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

   PROJECT: **13P032, Fine Arts-CIS/Math Building**
   Category 19, Electrical/Low Voltage
   ("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-10 Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.

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

14. [**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 Seven Hundred Twenty-Five Thousand and 00/100 Dollars

($5,725,000.00),

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

Fine Arts:

Three-Million, Three-Hundred, Seventy-Five Thousand Dollars	**$3,375,000.00**

CIS/Math:

Two-Million, Three-Hundred, Fifty Thousand Dollars	**$2,350,000.00**

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

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

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

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

CONTRACTOR

RDM ELECTRIC CO., INC.

By: Robert D. McDonnell

Title: President

Print Name: Robert McDonnell

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. 13P032-19

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 **RDM Electric Co., Inc.** with its principal place of business at 13867 Redwood Avenue, Chino, CA 91710 ("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 19** ("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:
RDM Electric Co., Inc.

By: _____
Signature

Robert McDonnell, 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: **July 19, 2017**

Agenda Item No.

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT:	**Consideration of Ratification of Change Order No. 6 [Owner Added Scope, Errors], (Bid No. 13P032, Category 19), RDM Electric, Inc., Fine Arts-CIS/Math Building**

ACTION

It is recommended that the Board of Trustees ratify Change Order No. 6 [Owner Added Scope, Errors] in the amount of $20,051 for the Fine Arts-CIS/Math Building project.

FISCAL IMPACT

The amount from Change Order No. 6 will be $20,051, increasing the contract amount to $6,029,423. Funding will be allocated from the GO Bond.

REPORT SUMMARY

On October 1, 2014, the Board awarded a contract to RDM Electric, Inc. of Chino, 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 19 represents the Electrical/Low Voltage 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 $20,051. The original contract amount approved by the Board was $5,725,000. Therefore, Change Order No. 6 is in compliance with Public Contract Code Section 20659. Change Order No. 6 is due to owner added scope consisting of providing additional conduit infrastructure in room 205 of the CIS/Math building. The design errors were corrected by providing additional lighting fixtures at the exterior steps of the CIS/Math building, and removing and reinstalling electrical conduit in the 2nd floor restroom to allow for re-framing of the north wall for accessibility clearance. 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	July 19, 2017	$20,051	5.3%
Pending	5	July 19, 2017	$91,027	5.0%
	4	May 3, 2017	$34,861	3.4%
	3	May 3, 2017	$155,808	2.8%
	2	September 21, 2016	$5,793	0.1%
	1	July 25, 2016	($3,117)	-0.1%

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. 6 to Contract No. 13P032-19 (CIS/Math Building portion) – RDM Electric Co., Inc.
Change Order No. 5 to Contract No. 13P032-19 (CIS/Math Building portion) – RDM Electric Co., Inc.
Change Order No. 4 to Contract No. 13P032-19 (CIS/Math Building portion) – RDM Electric Co., Inc.
Change Order No. 3 to Contract No. 13P032-19 (Fine Arts Building portion) – RDM Electric Co., Inc.
Change Order No. 2 to Contract No. 13P032-19 (Fine Arts Building portion) – RDM Electric Co., Inc.
Change Order No. 1 to Contract No. 13P032-19 (Fine Arts Building portion) – RDM Electric Co., Inc.
Contract No. 13P032-19 – RDM Electric Co., Inc.

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 06

Contract # 13P032-19

To: RDM Electric Co., Inc.
13867 Redwood Avenue
Chino, CA 91710
Phone: 909-591-0990
Fax: 909-591-1599

Date: May 19, 2017

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 6.01

Building: Mathematics / CIS
Description: Provide additional conduit infrastructure located in room 205 of the Mathematics / CIS building.
Reason: Upon request, additional conduit infrastructure was provided to accommodate future classroom modifications.
Benefit: Provides flexibility for department.
Requested by: Owner / Tilden-Coil Constructors, Inc.
CO Type: Owner Directive

Change Amount: $10,828.00

Time Extension: .....0 Work days

Item 6.02

Building: Mathematics / CIS
Description: Provide additional lighting fixtures located at the exterior steps of the Mathematics / CIS building.
Reason: Upon review, it was determined that additional light fixtures were required to be installed.
Benefit: Ensured suffient lighting at exterior entrance.
Requested by: Hill Partnership, Inc.
CO Type: Design Error

Change Amount: $5,746.00

Time Extension: .....0 Work days

Item 6.03

Building: Mathematics / CIS

Description: Reinstall conduit to allow reframing of north wall of restroom on 2nd floor of the Mathematics / CIS building.

Reason: Upon review, it was determined the north wall of the restroom had to be re-framed in order to accommodate the required 60" clearance of accessibility within the restroom. As a result, electrical conduit had to be removed and reinstalled to allow reframing.

Benefit: Ensured quality installation of conduit.

Requested by: Hill Partnership, Inc.

CO Type: Design Error

Change Amount: $3,477.00

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER..... $20,051.00
TOTAL ADDITIONAL WORKING DAYS ..... Days: 0

CONTRACT SUMMARY:

Original Contract Amount	$	5,725,000.00
Net change by previous Change Order	$	284,372.00
Net sum prior to this Change Order	$	6,009,372.00
Amount of Change Order No. 6	$	20,051.00
New Contract Sum	$	6,029,423.00
Percentage of Change to Contract		5.3%

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 _____, 2017

Requested By:

Robt D. McDonnell Jr. 6.13.17
(SIGNATURE & DATE)
RDM ELECTRIC, INC.
ROB MCDONNELL, JR.
13867 Redwood Avenue
Chino, CA 91710

Approved By:

(SIGNATURE & DATE)
CERRITOS COLLEGE
FELIPE LOPEZ
VICE PRESIDENT OF BUSINESS SERVICES

Reviewed By:

6/19/17
(SIGNATURE & DATE)
CERRITOS COLLEGE
DAVID C. MOORE,
DIRECTOR OF THE PHYSICAL PLANT

Reviewed By:

(SIGNATURE & DATE) 6-26-17
CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:

See attached
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

6/14/17
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

06/19/17
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

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

This Change Order is hereby executed on behalf of the Board of Trustees on _____ of _____, 2017

Requested By:

Robert P. Wetzel Jr. 6-13-17
(SIGNATURE & DATE)
RDM ELECTRIC, INC.
ROB MCDONNELL, JR.
13867 Redwood Avenue
Chino, CA 91710

Approved By:

_____
(SIGNATURE & DATE)
CERRITOS COLLEGE
FELIPE LOPEZ
VICE PRESIDENT OF BUSINESS SERVICES

Reviewed By:

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

Reviewed By:

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

Reviewed By:

06.14.17
_____
(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 # 13P032-19

To: RDM Electric Co., Inc.
13867 Redwood Avenue
Chino, CA 91710
Phone: 909-591-0990
Fax: 909-591-1599

Date: May 19, 2017

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 5.01

Building: Fine Arts
Description: Modifications to outlets, lighting, doors, and conduit infrastructure located in rooms 108, 135, 139, 207, 245, and 246 of the Fine Arts building.
Reason: Unpon review, it was determined that outlets, lighting, doors and conduit infrastructure needed to be modified to accommodate the client's intended use.
Benefit: Ensured the building meets the needs and requirements of the client.
Requested by: Owner / Tilden-Coil Constructors, Inc.
CO Type: Owner Directive

Change Amount: $16,025.00

Time Extension: .....0 Work days

Item 5.02

Building: Fine Arts
Description: Cost to safely repair the temporary power lines servicing the construction site, damaged by the Bid Category #02 (Demo & Abatement / Grading/ Paving) prime contractor.
Reason: Upon review, it was determined that the construction power to the project was damaged by Fata Construction (BC 02) and was required to be repaired by RDM Electric (BC 19). Reference Fata Construction (BC 02) deductive change order #03.
Benefit: Ensured the electrical power is maintained to the construction site.
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: $2,207.00

Time Extension: .....0 Work days

Item 5.03

Building: Fine Arts
Description: Cost to provide temporary power requested by Fata Construction (BC 02).
Reason: Upon review, it was requested by Fata Construction (BC 02) for RDM Electric to furnish temporary power to utilities for abatement and demolition of the existing Fine Arts building. Reference Fata Construction (BC 02) deductive change order #03.
Benefit: Furnishing of power ensured the start of the demolition of the building.
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: $8,810.00

Time Extension: .....0 Work days

Item 5.04

Building: Fine Arts
Description: Removal and reinstallation of exterior recessed lights located at the of canopy along the west side of the Fine Arts building.
Reason: Upon review, it was determined that the light fixtures had to be removed in order to relocate a portion of a canopy per CCD(A)-38. Upon relocation of the canopy, the lights were reinstalled.
Benefit: Ensured proper lighting requirements upon completion of the canopy relocation.
Requested by: Division of State Architects
CO Type: Agency Driven

Change Amount: $1,490.00

Time Extension: .....0 Work days

Item 5.05

Building: Fine Arts
Description: Omit three (3) drop in light fixtures and add three (3) surface mounted light fixtures located in room 112 of the Fine Arts building.
Reason: Upon review, it was determined that the ceiling was required to be changed from a ceiling grid system to a drywall hard lid ceiling as required by Division of State Architect (DSA). As a result, the lighting fixtures were required to be changed.
Benefit: Ensures fire rating of duct shaft room is maintained.
Requested by: Division of State Architects
CO Type: Agency Driven

Change Amount: $8,526.00

Time Extension: .....0 Work days

Item 5.06

Building: Fine Arts
Description: Provide additional conduit and wiring to accommodate power to the proposed equipment located in room 109, 124, 153, and 157 of the Fine Arts building.
Reason: Upon review, it was determined that revisions to power were required to accommodate equipoment in the labs and workyard.
Benefit: Ensured sufficient power for all proposed equipment.
Requested by: Hill Partnership, Inc.
CO Type: Design Error

Change Amount: $39,730.00

Time Extension: .....0 Work days

Item 5.07

Building: Fine Arts
Description: Revise service lighting in two (2) elevator pits for the elevators in the Fine Arts building.
Reason: Upon review, it was determined that the lighting in the elevator pits were required to be larger and water resistant.
Benefit: Ensured proper lighting be provided for future maintanence.
Requested by: Hill Partnership, Inc.
CO Type: Design Error

Change Amount: $2,366.00

Time Extension: .....0 Work days

Item 5.08

Building: Fine Arts
Description: Provide one (1) additional fire alarm device along the south exterior elevator of the Fine Arts building.
Reason: Upon review, it was determined that an additional heat detector was required to be installed at the exterior of the south elevator.
Benefit: Ensured a complete and sufficient fire alarm system.
Requested by: Hill Partnership, Inc.
CO Type: Design Omission

Change Amount: $4,762.00

Time Extension: .....0 Work days

Item 5.09

Building: Fine Arts
Description: Acceleration of work due to delay on CCD review process.
Reason: Upon review, it was determined that work needed to be accelerated due to the delay in the Division of State Architect (DSA) review process of CCD.
Benefit: Ensured timely installation of lighting grid system.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Agency Driven

Change Amount: $1,490.00

Time Extension: .....0 Work days

Item 5.10

Building: Fine Arts
Description: Provide two (2) additional fire alarm devices located in room 112 of the Fine Arts building.
Reason: Upon review, it was determined that additional fire alarm devices were required to be installed in the ducts above ceiling in room 112 of Fine Arts as noted in CCD(A)-22.
Benefit: Ensured a complete and sufficient fire alarm system.
Requested by: Division of State Architect
CO Type: Agency Driven

Change Amount: $10,120.00

Time Extension: .....0 Work days

Item 5.11

Building: Fine Arts
Description: Provide a credit to offset the cost of material furnished by Bid Category #15 (BC 15) prime contractor.
Reason: Upon review, it was determined that the recessed handdryers required in the restrooms were able to be procured by Inland Building (BC 15) on behalf of RDM Electric (BC 19).
Benefit: Ensured proper fixtures be provided for installation.
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: ..... ($8,129.00)

Time Extension: .....0 Work days

Item 5.12

Building: Fine Arts
Description: Reroute of power to site lighting at east fire lane of the Fine Arts building.
Reason: Upon review, it was determined that the power for the site lighting on east fire lane was fed from the old Fine Arts building. As a result, the power was required to be rerouted as the old building was scheduled to be demolished.
Benefit: Ensured permanent power be provided for lighting.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Unforeseen Condition

Change Amount: $3,630.00

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER **$91,027.00**
TOTAL ADDITIONAL WORKING DAYS ..... **Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	$	5,725,000.00
Net change by previous Change Order	$	193,345.00
Net sum prior to this Change Order	$	5,918,345.00
Amount of Change Order No. 5	$	91,027.00
New Contract Sum	$	6,009,372.00
Percentage of Change to Contract		5.0%

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 _____, 2017

Requested By:

Robert D. McDonnell Jr. 6.13.17
(SIGNATURE & DATE)
RDM ELECTRIC, INC.
ROB MCDONNELL, JR.
13867 Redwood Avenue
Chino, CA 91710

Approved By:

(SIGNATURE & DATE)
CERRITOS COLLEGE
FELIPE LOPEZ
VICE PRESIDENT OF BUSINESS SERVICES

Reviewed By:

6/19/17
(SIGNATURE & DATE)
CERRITOS COLLEGE
DAVID C. MOORE,
DIRECTOR OF THE PHYSICAL PLANT

Reviewed By:

(SIGNATURE & DATE) 6-26-17
CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:

See attached
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

6/14/17
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

06/19/17
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

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

This Change Order is hereby executed on behalf of the Board of Trustees on _____ of _____, 2017

Requested By:

Robt D. McDonnell Jr 6-13-17

(SIGNATURE & DATE)
RDM ELECTRIC, INC.
ROB MCDONNELL, JR.
13867 Redwood Avenue
Chino, CA 91710

Approved By:

(SIGNATURE & DATE)
CERRITOS COLLEGE
FELIPE LOPEZ
VICE PRESIDENT OF BUSINESS SERVICES

Reviewed By:

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

Reviewed By:

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

Reviewed By:

06.14.17

(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 # 13P032-19A

To: RDM Electric Co., Inc.
13867 Redwood Avenue
Chino, CA 91710
Phone: 909-591-0990
Fax: 909-591-1599

Date: February 07, 2017

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 4.01

Building: CIS / Mathematics
Description: Provide additional fire alarm cabling.
Reason: Upoin review, it was determined that (2) hour rated cable was required by DSA to be installed for the fire alarm system in lieu of a (1) hour rated cable.
Benefit: Ensured the fire alarm systems meets all DSA regulations.
Requested by: Division of State Architect
CO Type: Agency Driven

Change Amount: $14,051.00

Time Extension: .....0 Work days

Item 4.02

Building: CIS / Mathematics
Description: Provide additional power and lighting to elevators #1 and #2 of the CIS / Mathematics Building.
Reason: Upon review, it was determined that DSA required additional recepticles and lighting in each of the elevator pits.
Benefit: Ensures suitable environment for future maintenance of elevators.
Requested by: Division of State Architect
CO Type: Agency Driven

Change Amount: $10,435.00

Time Extension: .....0 Work days

Item 4.03

Building: CIS / Mathematics
Description: Add additional conduits and lights located in room 210 and stairwell of Stair #2.
Reason: Upon review, it was determined that additional lights and conduits had to be modified from that of the design to allow proper power and lighting requirements.
Benefit: Ensures proper lighting and proper pathways for wires.
Requested by: Hill Partnership, Inc.
CO Type: Design Errors / Omissions

Change Amount: $3,092.00

Time Extension: .....0 Work days

Item 4.04

Building: CIS / Mathematics
Description: Additional conduit infrastructure in room 203 of the CIS / Mathematics Building.
Reason: Upon review, it was determined that additional cooling would be needed in the future for Server Room 203. As a result, additional conduit infrastructure was requested to be provided in room 203 for the future installion of additional HVAC units.
Benefit: Ensures the ease of future HVAC installation.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Owner Directive

Change Amount: $7,283.00

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER **$34,861.00**
TOTAL ADDITIONAL WORKING DAYS ..... **Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	$	5,725,000.00
Net change by previous Change Order	$	158,484.00
Net sum prior to this Change Order	$	5,883,484.00
Amount of Change Order No. 3	$	34,861.00
New Contract Sum	$	5,918,345.00

Percentage of Change to Contract 3.4%

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 3rd of May, 2017

Requested By:

Robert P. McDonnell Jr. 2.20.17
(SIGNATURE & DATE)
RDM ELECTRIC, INC.
ROB MCDONNELL, JR.
13867 Redwood Avenue
Chino, CA 91710

Approved By:

5/10/2017
(SIGNATURE & DATE)
CERRITOS COLLEGE
FELIPE LOPEZ
VICE PRESIDENT BUSINESS SERVICES

Reviewed By:

3/30/2017
(SIGNATURE & DATE)
CERRITOS COLLEGE
DAVID C. MOORE,
DIRECTOR OF THE PHYSICAL PLANT

Reviewed By:

4-10-17
(SIGNATURE & DATE)
CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:

03.08.17
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

3/6/17
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

03/17/17
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 03

Contract # 13P032-19A

To: RDM Electric Co., Inc.
13867 Redwood Avenue
Chino, CA 91710
Phone: 909-591-0990
Fax: 909-591-1599

Date: February 07, 2017

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 3.01

Building: Fine Arts
Description: Exploration of existing underground electrical in location of drilled piers.
Reason: An existing unforeseen electrical encasement was explored between power manhole (PMH) #12 and power manhole (PMH) #30 to determine if the encasement would interfere with the location of the proposed drilled piers. Sections of the abandoned encasement were removed in three locations.
Benefit: Ensured installation of the drilled piers and continued advancement of construction activities.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Unforseen Condition

Change Amount: $2,827.00

Time Extension: .....0 Work days

Item 3.02

Building: Fine Arts
Description: Provide additional slurry concrete to encase all underground electrical ductbanks.
Reason: The specifications called for underground electrical outside foundation to be encased in concrete. However, DSA required all underground electrical to be encased.
Benefit: Ensured the protection of all underground electrical.
Requested by: Division of State Architect
CO Type: Agency Driven

Change Amount: $7,398.00

Time Extension: .....0 Work days

Item 3.03

Building: Fine Arts
Description: Provide additional conduit pathways for emergency telephones and future media use.
Reason: Upon review, additional conduits were requested to be provided for emergency elevator phones in order to provide a separate pathway from the card readers. Additional conduits were also requested to be provided for future media use in the Gallery Display.
Benefit: Ensured secure pathways for future electrical and low voltage work.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Owner Directive

Change Amount: $32,288.00

Time Extension: .....0 Work days

Item 3.04

Building: Fine Arts
Description: Add additional lights, outlets, switches, conduit, and breakers located in rooms 108, 109, 114, 133, 134, 140, 141, 221, 222, 224 and stairwell of Stair #2, of the Fine Arts Building.
Reason: Upon review, it was determined that power requirements, light switches, and outlets had to be modified from that of the design to allow proper functionality of lighting, audio visual equipment, and motorized wall.
Benefit: Ensured all lights, audio visual equipment, and motorized wall function properly.
Requested by: Hill Partnership, Inc.
CO Type: Design Errors / Omissions

Change Amount: $62,122.00

Time Extension: .....0 Work days

Item 3.05

Building: Fine Arts
Description: Provide additional power and lighting to elevator #1 and #2 of the Fine Arts Building.
Reason: Upon review, it was determined that DSA required additional recepticles and lighting in each of the elevator pits.
Benefit: Ensures suitable environment for future maintenance of elevators.
Requested by: Division of State Architect
CO Type: Agency Driven

Change Amount: $12,175.00

Time Extension: .....0 Work days

Item 3.06

Building: Fine Arts
Description: Provide additional fire alarm cabeling to the Fine Arts Building.
Reason: Upon review, it was determined that (2) hour rated cable was required by DSA to be installed for the fire alarm system in lieu of a (1) hour rated cable.
Benefit: Ensured the fire alarm systems meets all DSA regulations.
Requested by: Division of State Architect
CO Type: Agency Driven

Change Amount: $37,381.00

Time Extension: .....0 Work days

Item 3.07

Building: Fine Arts

Description: Relocation of conduits due to (4) incorrect door frames on behalf of the Bid Category #09 (BC 09-Doors/Frames/Hardware) prime contractor.

Reason: Upon review, it was determined that multiple door frames were incorrect sizes and needed to be replaced with the correct size. As a result, the conduits above the door frames were relocated by RDM Electric (BC 19) on behalf of Design Hardware (BC 09). Reference Design Hardware (BC 09) deductive Change Order #02.

Benefit: Ensured the proper pathways be provided for the wiring above the correct door frames.

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: $1,617.00

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER **$155,808.00**
TOTAL ADDITIONAL WORKING DAYS ..... **Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	$	5,725,000.00
Net change by previous Change Order	$	2,676.00
Net sum prior to this Change Order	$	5,727,676.00
Amount of Change Order No. 3	$	155,808.00
New Contract Sum	$	5,883,484.00

Percentage of Change to Contract 2.8%

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 3rd of May, 2017

Requested By:

Robert D. Mc... 2.20.17
(SIGNATURE & DATE)
RDM ELECTRIC, INC.
ROB MCDONNELL, JR.
13867 Redwood Avenue
Chino, CA 91710

Approved By:

5/10/17
(SIGNATURE & DATE)
CERRITOS COLLEGE
FELIPE LOPEZ
VICE PRESIDENT BUSINESS SERVICES

Reviewed By:

3/30/2017
(SIGNATURE & DATE)
CERRITOS COLLEGE
DAVID C. MOORE,
DIRECTOR OF THE PHYSICAL PLANT

Reviewed By:

4-10-17
(SIGNATURE & DATE)
CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:

03.08.17
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

3/6/17
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

03/16/17
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 02

Contract # 13P032-19

To: RDM Electric Co., Inc.
13867 Redwood Avenue
Chino, CA 91710
Phone: 909-591-0990
Fax: 909-591-1599

Date: June 24, 2016

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 2.01

Building: Fine Arts

Description: Remove existing storm drain line and associated debris 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: $5,793.00

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER **$5,793.00**
TOTAL ADDITIONAL WORKING DAYS ..... **Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	$	5,725,000.00
Net change by previous Change Order	$	(3,117.00)
Net sum prior to this Change Order	$	5,721,883.00
Amount of Change Order No. 2	$	5,793.00
New Contract Sum	$	5,727,676.00

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 21st of September, 2016

Requested By:

7-7-16
(SIGNATURE & DATE)
RDM ELECTRIC, INC.
ROB MCDONNELL, JR.
13867 Redwood Avenue
Chino, CA 91710

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:

8-29-16
(SIGNATURE & DATE)
CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:

07.18.16
(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: Cerritos College
Fine Arts & CIS Math

Change Order Number: 01

Contract # 13P032-19

To: RDM Electric Co., Inc.
13867 Redwood Avenue
Chino, CA 91710
Phone: 909-591-0990
Fax: 909-591-1599

Date: May 13, 2016

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 1.01

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: Deacreased 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: ..... ($3,117.00)

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER ..... **($3,117.00)**
TOTAL ADDITIONAL WORKING DAYS ..... **Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	$	5,725,000.00
Net change by previous Change Order	$	-
Net sum prior to this Change Order	$	5,725,000.00
Amount of Change Order No. 1	$	(3,117.00)
New Contract Sum	$	5,721,883.00

Percentage of Change to Contract -0.1%

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 25 of July, 2016

Requested By:

6.7.16
(SIGNATURE & DATE)
RDM ELECTRIC, INC.
ROB MCDONNELL, JR.
13867 Redwood Avenue
Chino, CA 91710

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:

06.15.16
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

6/15/16
(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: Fine Arts-CIS/Math Building / BID NO.: 13P032

DATE OF CONTRACT: October 2, 2014 / CONTRACT NO.: 13P032-19

BID CATEGORY: 19, Electrical/Low Voltage

DOLLAR VALUE: $5,725,000.00

LIQUIDATED DAMAGES: $2,500.00 per day

CONTRACTOR: RDM Electric Co., Inc.

TERM: 738 Calendar Days

TIME FOR COMPLETION:_____

RDM Electric Co., Inc.

Address: 13867 Redwood Avenue, Chino, Ca 91710
Phone: 909-591-0990
Fax: 909-591-1599

AGREEMENT

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

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

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

   PROJECT: **13P032, Fine Arts-CIS/Math Building**
   Category 19, Electrical/Low Voltage
   ("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-10 Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.

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

14. [**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 Seven Hundred Twenty-Five Thousand and 00/100 Dollars

($5,725,000.00),

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

Fine Arts:

Three-Million, Three-Hundred, Seventy-Five Thousand Dollars	**$3,375,000.00**

CIS/Math:

Two-Million, Three-Hundred, Fifty Thousand Dollars	**$2,350,000.00**

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

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

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

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

CONTRACTOR

RDM ELECTRIC CO., INC.

By: Robert D. McDonnell

Title: President

Print Name: Robert McDonnell

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. 13P032-19

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 **RDM Electric Co., Inc.** with its principal place of business at 13867 Redwood Avenue, Chino, CA 91710 ("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 19** ("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:
RDM Electric Co., Inc.

By: _____
Signature

Robert McDonnell, 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: **July 19, 2017**
Agenda Item No. 26

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: **Consideration of Ratification of Change Order No. 2 [Omissions, Errors, Owner Added Scope, Deductive Credit], (Bid No. 14P006, Category 10), Golden Glass, Inc., Fine Arts-CIS/Math Building**

ACTION

It is recommended that the Board of Trustees approve Change Order No. 2 [Omissions, Errors, Owner Added Scope, Deductive Credit] in the amount of $33,540 for the Fine Arts-CIS/Math Building project.

FISCAL IMPACT

The amount from Change Order No. 2 will be $33,540, increasing the contract amount to $2,226,944. Funding will be reallocated to the GO Bond.

REPORT SUMMARY

On December 10, 2014, the Board awarded a contract to Golden Glass, Inc. of Fullerton, 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 10 represents the Windows/Glazing 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. 2 is $33,540. The original contract amount approved by the Board was $2,198,000. Therefore, Change Order No. 2 is in compliance with Public Contract Code Section 20659. Change Order No. 2 is due to the correction of design omissions through providing additional aluminum break metal at the window in room 207 and curtainwall C5 of the Fine Arts building. Additionally, Change Order No. 2 provides for the correction of design errors by providing additional aluminum break metal at curtainwall C4 beneath the exterior bridge. Owner added scope consists of providing clear glazing panels at the Gallery Display in lieu of tinted glazing, and the addition of one slider reception window at room 247 instead of a proposed security door. Change Order No. 2 provides for two deductive credits due to a reduction in scope by the deletion of a wall between room 128 and room 130, and a cost offset to have Sierra Lathing Co, Inc. open the previously installed roofing and provide the framing along the exterior skylight on behalf of Golden Glass; this cost was accounted for in a previously approved change order submitted by Sierra Lathing. Change Order No. 2 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. 2.

	Change Order	Date	Amount	Percentage of Change
Pending	2	July 19, 2017	$33,540	1.3%
	1	July 20, 2016	($4,596)	-0.2%

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. 2 to Contract No. 14P006-10 – Golden Glass, Inc.
Change Order No. 1 to Contract No. 14P006-10 – Golden Glass, Inc.
Contract No. 14P006-10 – Golden Glass, Inc.

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 02

Contract # 14P006-10

To: Golden Glass, Inc.
1221 E. Orangethorpe Ave.
Fullerton, CA 92831
Phone: 714-449-8989
Fax: 714-449-8999

Date: May 31, 2017

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 2.01

Building: Fine Arts
Description: Provide additional aluminum break metal located at window in room 207and curtain wall C5 of the Fine Arts building.
Reason: Upon review, it was determined that additional break metal was required to conceal gaps at various locations throughout the Fine Arts building.
Benefit: Ensured an acceptable aesthetic finish.
Requested by: Hill Partnership, Inc.
CO Type: Design Omission

Change Amount: $13,214.00

Time Extension: .....0 Work days

Item 2.02

Building: Fine Arts
Description: Provide additional aluminum break metal located at curtainwall C4, beneath the exterior bridge of the Fine Arts building.
Reason: Upon review, it was determined that the curtainwall system was required to be modified, in order to provide a sealess transition to the bridge.
Benefit: Ensured curtainwall system have an acceptable aesthetic finish.
Requested by: Hill Partnership, Inc.
CO Type: Design Error

Change Amount: $10,385.00

Time Extension: .....0 Work days

Item 2.03

Building: Fine Arts
Description: Provide clear glazing panels at the Gallery Display of the Fine Arts building.
Reason: Upon review, it was requested for the glazing be replaced with clear glazing in lieu of tinted glazing.
Benefit: Ensured sufficient light transparency from the exterior of building into gallery.
Requested by: Owner / Tilden-Coil Constructors, Inc.
CO Type: Owner Request

Change Amount: $8,009.00

Time Extension: .....0 Work days

Item 2.04

Building: Fine Arts
Description: Add one (1) slider reception window at room 247 in the Fine Arts building.
Reason: Upon review, it was requested to replace the proposed security screen doors with a slider reception window.
Benefit: Allow flexibility of department workspace.
Requested by: Owner / Tilden-Coil Constructors, Inc.
CO Type: Owner Request

Change Amount: $2,786.00

Time Extension: .....0 Work days

Item 2.05

Building: Fine Arts
Description: Deleted wall in room 128 of the Fine Arts building.
Reason: Upon review, it was requested that the wall be deleted between room 128 and room 130.
Benefit: Credit back to the District.
Requested by: Owner / Tilden-Coil Constructors, Inc.
CO Type: Owner Request

Change Amount: ..... ($289.00)

Time Extension: .....0 Work days

Item 2.06

Building: Fine Arts
Description: Credit to offset the cost to have Bid Category #11 (BC 11 – Metal Stud / Drywall / Plaster) prime contractor mobilze to provide framing along the north and south elevations of the exterior skylight, located at the exterior workyard of the Fine Arts building.
Reason: Upon review, it was determined that the framing for the skylight was not coordinated by Golden Glass (BC 10). As a result, the previously installed roofing was opened and Sierra Lathing (BC 11) mobiolized to install the required framing. Reference Sierra Lathing (BC 11) Change Order #09.
Benefit: Ensured framing was installed to provide sufficient support of skylight assembly.
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: ..... ($565.00)

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER $33,540.00
TOTAL ADDITIONAL WORKING DAYS ..... Days: 0

CONTRACT SUMMARY:

Original Contract Amount	$	2,198,000.00
Net change by previous Change Order	$	(4,596.00)
Net sum prior to this Change Order	$	2,193,404.00
Amount of Change Order No. 2	$	33,540.00
New Contract Sum	$	2,226,944.00
Percentage of Change to Contract		1.3%

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 _____, 2017

Requested By:

6.8.17
(SIGNATURE & DATE)
GOLDEN GLASS, INC.
BLAKE GOLDEN
1221 E. Orangethorpe Ave
Fullerton, CA 92831

Approved By:

(SIGNATURE & DATE)
CERRITOS COLLEGE
FELIPE LOPEZ
VICE PRESIDENT OF BUSINESS SERVICES

Reviewed By:

6/19/2017
(SIGNATURE & DATE)
CERRITOS COLLEGE
DAVID C. MOORE,
DIRECTOR OF THE PHYSICAL PLANT

Reviewed By:

(SIGNATURE & DATE) 6-26-17
CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:

See Attached
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

6/14/17
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

06/19/17
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

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

This Change Order is hereby executed on behalf of the Board of Trustees on _____ of _____, 2017

Requested By:

6.8.17
(SIGNATURE & DATE)
GOLDEN GLASS, INC.
BLAKE GOLDEN
1221 E. Orangethorpe Ave
Fullerton, CA 92831

Approved By:

_____
(SIGNATURE & DATE)
CERRITOS COLLEGE
FELIPE LOPEZ
VICE PRESIDENT OF BUSINESS SERVICES

Reviewed By:

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

Reviewed By:

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

Reviewed By:

06.14.17
(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 # 14P006-10

To: Golden Glass, Inc.
1221 E. Orangethorpe Ave.
Fullerton, CA 92831
Phone: 714-449-8989
Fax: 714-449-8999

Date: May 13, 2016

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 1.01

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: Deacreased 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: ..... ($4,596.00)

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER ..... **($4,596.00)**
TOTAL ADDITIONAL WORKING DAYS ..... **Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	$	2,198,000.00
Net change by previous Change Order	$	-
Net sum prior to this Change Order	$	2,198,000.00
Amount of Change Order No. 1	$	(4,596.00)
New Contract Sum	$	2,193,404.00
Percentage of Change to Contract		-0.2%

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 25 of July, 2016

Requested By:

(SIGNATURE & DATE)
GOLDEN GLASS, INC.
BLAKE GOLDEN
1221 E. Orangethorpe Ave
Fullerton, CA 92831

Approved By:

6-29-16
(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:

06.15.16
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

6/15/16
(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: Fine Arts-CIS/Math Building / BID NO.: 14P006

DATE OF CONTRACT: December 11, 2014 / CONTRACT NO.: 14P006-10

BID CATEGORY: 10, Windows/Glazing

DOLLAR VALUE: $2,198,000.00

LIQUIDATED DAMAGES: $2,500.00 per day

CONTRACTOR: Golden Glass, Inc.

TERM: 738 Calendar Days

TIME FOR COMPLETION:_____

Golden Glass, Inc.

Address: 1221 E. Orangethorpe Ave., Fullerton, CA 92831
Phone: 714-449-8989
Fax: 714-449-8999

AGREEMENT

This Agreement is made and entered into this **11th day of December, 2014,** by and between the **Cerritos Community College District** ("District") and **Golden Glass, Inc.** ("Contractor") ("Agreement").

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

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

   PROJECT: **14P006, Fine Arts-CIS/Math Building**
   Category 10, Windows/Glazing
   ("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-17** Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.

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

14. [**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:

Two Million One Hundred Ninety-Eight Thousand and 00/100 Dollars

($ 2,198,000.00),

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

Fine Arts:

One Million Thirty-Three Thousand and 00/100 Dollars	**$1,033,000.00**

CIS/Math:

One Million One Hundred Sixty-Five Thousand and 00/100 Dollars	**$1,165,000.00**

in lawful money of the United States, which sum is to be paid according to the schedule provided by the Contractor and accepted by the District and subject to

additions and deductions as provided in the Contract. This amount supersedes any previously stated and/or agreed to amount(s).

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

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

CONTRACTOR

GOLDEN GLASS, INC.

By: _____

Title: President

Print Name: Blake Golden

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

Regular Meeting of the Board of Trustees

Meeting Date: **July 19, 2017**
Agenda Item No. 27

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT:	**Consideration of Ratification of Change Order No. 3 [Omissions, Errors], (Bid No. 14P006, Category 10), Golden Glass, Inc., Fine Arts-CIS/Math Building**

ACTION

It is recommended that the Board of Trustees approve Change Order No. 3 [Omissions, Errors] in the amount of $31,454 for the Fine Arts-CIS/Math Building project.

FISCAL IMPACT

The amount from Change Order No. 3 will be $31,454, increasing the contract amount to $2,258,398. Funding will be reallocated to the GO Bond.

REPORT SUMMARY

On December 10, 2014, the Board awarded a contract to Golden Glass, Inc. of Fullerton, 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 10 represents the Windows/Glazing 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 $31,454. The original contract amount approved by the Board was $2,198,000. Therefore, Change Order No. 3 is in compliance with Public Contract Code Section 20659. Change Order No. 3 is due to the correction of design omissions through providing additional aluminum break metal between all classrooms on the second floor of the CIS/Math building to conceal gaps. Additionally, Change Order No. 3 provides for the correction of design errors by providing additional waterproofing and flashing at the curtainwalls and window systems along the exterior perimeter. 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	July 19, 2017	$31,454	2.7%
Pending	2	July 19, 2017	$33,540	1.3%
	1	July 20, 2016	($4,596)	-0.2%

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. 3 to Contract No. 14P006-10 – Golden Glass, Inc.
Change Order No. 2 to Contract No. 14P006-10 – Golden Glass, Inc.
Change Order No. 1 to Contract No. 14P006-10 – Golden Glass, Inc.
Contract No. 14P006-10 – Golden Glass, Inc.

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 03

Contract # 14P006-10

To: Golden Glass, Inc.
1221 E. Orangethorpe Ave.
Fullerton, CA 92831
Phone: 714-449-8989
Fax: 714-449-8999

Date: May 31, 2017

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 3.01

Building: Mathematics / CIS
Description: Provide additional aluminum break metal located between all classrooms on the second floor of the Mathematics / CIS building.
Reason: Upon review, it was determined that additional break metal was required to conceal gaps at various locations throughout the Mathematics / CIS building.
Benefit: Ensured an acceptableaesthetic finish.
Requested by: Hill Partnership, Inc.
CO Type: Design Omissions

Change Amount: $20,163.00

Time Extension: .....0 Work days

Item 3.02

Building: Mathematics / CIS
Description: Provide additional waterproofing and flashing added at curtainwalls and window systems located along the exterior perimeter of the Mathematics / CIS building.
Reason: Upon review, it was determined that additional waterproofing and flashing was required to be installed at all exterior window systems of the building.
Benefit: Ensured complete systems protected from exterior elements.
Requested by: Hill Partnership, Inc.
CO Type: Design Error

Change Amount: $11,291.00

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER..... $31,454.00
TOTAL ADDITIONAL WORKING DAYS ..... Days: 0

CONTRACT SUMMARY:

Original Contract Amount	$	2,198,000.00
Net change by previous Change Order	$	28,944.00
Net sum prior to this Change Order	$	2,226,944.00
Amount of Change Order No. 3	$	31,454.00
New Contract Sum	$	2,258,398.00
Percentage of Change to Contract		2.7%

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_____, 2017

Requested By:

6-8-17
(SIGNATURE & DATE)
GOLDEN GLASS, INC.
BLAKE GOLDEN
1221 E. Orangethorpe Ave
Fullerton, CA 92831

Approved By:

(SIGNATURE & DATE)
CERRITOS COLLEGE
FELIPE LOPEZ
VICE PRESIDENT OF BUSINESS SERVICES

Reviewed By:

6/19/17
(SIGNATURE & DATE)
CERRITOS COLLEGE
DAVID C. MOORE,
DIRECTOR OF THE PHYSICAL PLANT

Reviewed By:

6-26-17
(SIGNATURE & DATE)
CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:

See attached
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

6/14/17
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

06/19/17
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

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

This Change Order is hereby executed on behalf of the Board of Trustees on _____ of _____, 2017

Requested By:

6-8-17
(SIGNATURE & DATE)
GOLDEN GLASS, INC.
BLAKE GOLDEN
1221 E. Orangethorpe Ave
Fullerton, CA 92831

Approved By:

_____
(SIGNATURE & DATE)
CERRITOS COLLEGE
FELIPE LOPEZ
VICE PRESIDENT OF BUSINESS SERVICES

Reviewed By:

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

Reviewed By:

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

Reviewed By:

06.14.17
(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 # 14P006-10

To: Golden Glass, Inc.
1221 E. Orangethorpe Ave.
Fullerton, CA 92831
Phone: 714-449-8989
Fax: 714-449-8999

Date: May 31, 2017

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 2.01

Building: Fine Arts
Description: Provide additional aluminum break metal located at window in room 207and curtain wall C5 of the Fine Arts building.
Reason: Upon review, it was determined that additional break metal was required to conceal gaps at various locations throughout the Fine Arts building.
Benefit: Ensured an acceptable aesthetic finish.
Requested by: Hill Partnership, Inc.
CO Type: Design Omission

Change Amount: $13,214.00

Time Extension: .....0 Work days

Item 2.02

Building: Fine Arts
Description: Provide additional aluminum break metal located at curtainwall C4, beneath the exterior bridge of the Fine Arts building.
Reason: Upon review, it was determined that the curtainwall system was required to be modified, in order to provide a sealess transition to the bridge.
Benefit: Ensured curtainwall system have an acceptable aesthetic finish.
Requested by: Hill Partnership, Inc.
CO Type: Design Error

Change Amount: $10,385.00

Time Extension: .....0 Work days

Item 2.03

Building: Fine Arts
Description: Provide clear glazing panels at the Gallery Display of the Fine Arts building.
Reason: Upon review, it was requested for the glazing be replaced with clear glazing in lieu of tinted glazing.
Benefit: Ensured sufficient light transparency from the exterior of building into gallery.
Requested by: Owner / Tilden-Coil Constructors, Inc.
CO Type: Owner Request

Change Amount: $8,009.00

Time Extension: .....0 Work days

Item 2.04

Building: Fine Arts
Description: Add one (1) slider reception window at room 247 in the Fine Arts building.
Reason: Upon review, it was requested to replace the proposed security screen doors with a slider reception window.
Benefit: Allow flexibility of department workspace.
Requested by: Owner / Tilden-Coil Constructors, Inc.
CO Type: Owner Request

Change Amount: $2,786.00

Time Extension: .....0 Work days

Item 2.05

Building: Fine Arts
Description: Deleted wall in room 128 of the Fine Arts building.
Reason: Upon review, it was requested that the wall be deleted between room 128 and room 130.
Benefit: Credit back to the District.
Requested by: Owner / Tilden-Coil Constructors, Inc.
CO Type: Owner Request

Change Amount: ..... ($289.00)

Time Extension: .....0 Work days

Item 2.06

Building: Fine Arts
Description: Credit to offset the cost to have Bid Category #11 (BC 11 – Metal Stud / Drywall / Plaster) prime contractor mobilze to provide framing along the north and south elevations of the exterior skylight, located at the exterior workyard of the Fine Arts building.
Reason: Upon review, it was determined that the framing for the skylight was not coordinated by Golden Glass (BC 10). As a result, the previously installed roofing was opened and Sierra Lathing (BC 11) mobiolized to install the required framing. Reference Sierra Lathing (BC 11) Change Order #09.
Benefit: Ensured framing was installed to provide sufficient support of skylight assembly.
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: ..... ($565.00)

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER $33,540.00
TOTAL ADDITIONAL WORKING DAYS ..... Days: 0

CONTRACT SUMMARY:

Original Contract Amount	$	2,198,000.00
Net change by previous Change Order	$	(4,596.00)
Net sum prior to this Change Order	$	2,193,404.00
Amount of Change Order No. 2	$	33,540.00
New Contract Sum	$	2,226,944.00
Percentage of Change to Contract		1.3%

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 _____, 2017

Requested By:

6.8.17
(SIGNATURE & DATE)
GOLDEN GLASS, INC.
BLAKE GOLDEN
1221 E. Orangethorpe Ave
Fullerton, CA 92831

Approved By:

(SIGNATURE & DATE)
CERRITOS COLLEGE
FELIPE LOPEZ
VICE PRESIDENT OF BUSINESS SERVICES

Reviewed By:

6/19/2017
(SIGNATURE & DATE)
CERRITOS COLLEGE
DAVID C. MOORE,
DIRECTOR OF THE PHYSICAL PLANT

Reviewed By:

(SIGNATURE & DATE) 6-26-17
CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:

See Attached
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

6/14/17
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

06/19/17
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

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

This Change Order is hereby executed on behalf of the Board of Trustees on _____ of _____, 2017

Requested By:

6.8.17
(SIGNATURE & DATE)
GOLDEN GLASS, INC.
BLAKE GOLDEN
1221 E. Orangethorpe Ave
Fullerton, CA 92831

Approved By:

(SIGNATURE & DATE)
CERRITOS COLLEGE
FELIPE LOPEZ
VICE PRESIDENT OF BUSINESS SERVICES

Reviewed By:

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

Reviewed By:

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

Reviewed By:

06.14.17
(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 # 14P006-10

To: Golden Glass, Inc.
1221 E. Orangethorpe Ave.
Fullerton, CA 92831
Phone: 714-449-8989
Fax: 714-449-8999

Date: May 13, 2016

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 1.01

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: Deacreased 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: ..... ($4,596.00)

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER ..... **($4,596.00)**
TOTAL ADDITIONAL WORKING DAYS ..... **Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	$	2,198,000.00
Net change by previous Change Order	$	-
Net sum prior to this Change Order	$	2,198,000.00
Amount of Change Order No. 1	$	(4,596.00)
New Contract Sum	$	2,193,404.00
Percentage of Change to Contract		-0.2%

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 25 of July, 2016

Requested By:

(SIGNATURE & DATE)
GOLDEN GLASS, INC.
BLAKE GOLDEN
1221 E. Orangethorpe Ave
Fullerton, CA 92831

Approved By:

6-29-16
(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:

06.15.16
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

6/15/16
(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: Fine Arts-CIS/Math Building / BID NO.: 14P006

DATE OF CONTRACT: December 11, 2014 / CONTRACT NO.: 14P006-10

BID CATEGORY: 10, Windows/Glazing

DOLLAR VALUE: $2,198,000.00

LIQUIDATED DAMAGES: $2,500.00 per day

CONTRACTOR: Golden Glass, Inc.

TERM: 738 Calendar Days

TIME FOR COMPLETION:_____

Golden Glass, Inc.

Address: 1221 E. Orangethorpe Ave., Fullerton, CA 92831
Phone: 714-449-8989
Fax: 714-449-8999

AGREEMENT

This Agreement is made and entered into this **11th day of December, 2014,** by and between the **Cerritos Community College District** ("District") and **Golden Glass, Inc.** ("Contractor") ("Agreement").

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

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

   PROJECT: **14P006, Fine Arts-CIS/Math Building**
   Category 10, Windows/Glazing
   ("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-17** Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.

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

14. [**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:

Two Million One Hundred Ninety-Eight Thousand and 00/100 Dollars

($ 2,198,000.00),

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

Fine Arts:

One Million Thirty-Three Thousand and 00/100 Dollars	**$1,033,000.00**

CIS/Math:

One Million One Hundred Sixty-Five Thousand and 00/100 Dollars	**$1,165,000.00**

in lawful money of the United States, which sum is to be paid according to the schedule provided by the Contractor and accepted by the District and subject to

additions and deductions as provided in the Contract. This amount supersedes any previously stated and/or agreed to amount(s).

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

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

CONTRACTOR

GOLDEN GLASS, INC.

By: _____

Title: President

Print Name: Blake Golden

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

Regular Meeting of the Board of Trustees

Meeting Date: **July 19, 2017**

Agenda Item No. 28

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: **Consideration of Approval of Change Order No. 2 [Errors, Owner Added Scope, Agency Driven Changes, Deductive Credit], (Bid No. 14P006, Category 15), Inland Building Construction Companies, Inc., Fine Arts-CIS/Math Building**

ACTION

It is recommended that the Board of Trustees approve Change Order No. 2 [Errors, Owner Added Scope, Agency Driven Changes, Deductive Credit] in the amount of $77,293 for the Fine Arts-CIS/Math Building project.

FISCAL IMPACT

The amount from Change Order No. 2 will be $77,293, increasing the contract amount to $2,586,369. Funding will be allocated from the GO Bond.

REPORT SUMMARY

On December 10, 2014, the Board awarded a contract to Inland Building Construction Companies, Inc. 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 15 of this project represents the Miscellaneous 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. 2 is $77,293. The original contract amount approved by the Board was $2,489,200. Therefore, Change Order No. 2 is in compliance with Public Contract Code Section 20659. Change Order No. 2 is due to the correction of design errors by providing additional metal trim around office sliding doors in various rooms of the Fine Arts building, providing additional anchorage and modifications of tables, lockers, and whiteboards in various rooms of the Fine Arts building, providing additional wood nailers to accommodate the roofing substrate, providing additional attachments and supports to accommodate four art hanging systems, and providing a powdercoat finish to all tackboards for durability. Change Order No. 2 also included owner added scope regarding providing additional tackboards, rollershades and toilet accessories in various rooms, and providing additional signage for classrooms located along the interior of the building. Inland Building also provided the required restroom handdryers on behalf of RDM Electric Co, Inc.; this can be referenced in the deductive Change Order No. 5 submitted by RDM Electric. Inland Building provided and installed a temporary frame and door at the Film

Studio as well as installation of hardware on behalf of Design Hardware; this was referenced in a previously approved deductive change order submitted by Design Hardware. Changes required by the Department of State Architects consisted of providing additional labor to advance the completion of tile work in restrooms 102, 103, 202, and 203 of the Fine Arts building once the additional plumbing seismic bracing was installed. Deductive credits were issued due to reduction in the scope of work through the deletion of security doors in rooms 236 and 247, a credit issued for unused construction elevator operator hours, and a credit for unused permanent fencing. Change Order No. 2 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. 2.

	Change Order	Date	Amount	Percentage of Change
Pending	2	July 19, 2017	$77,293	3.9%
	1	May 20, 2015	$19,876	0.8%

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. 2 to Contract No. 14P006-15 – Inland Building Construction Companies, Inc.
Change Order No. 1 to Contract No. 14P006-15 – Inland Building Construction Companies, Inc.
Contract No. 14P006-15 – Inland Building Construction Companies, Inc.

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 02

Contract # 14P006-15

To: Inland Building Construction Companies, Inc.
323 South Sierra Way
San Bernardino, CA 92408
Phone: 909-884-6276
Fax: 909-889-6936

Date: May 22, 2017

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 2.01

Building: Fine Arts
Description: Provide additional metal trim around office sliding doors located in rooms 232, 233, 237, and 238 of the Fine Arts building.
Reason: Upon review, it was determined that aluminum metal trim was required around the storefront openings at offices on the 2nd floor of Fine Arts.
Benefit: Ensured quality installation and finish of office openings.
Requested by: Hill Partnership, Inc.
CO Type: Design Error

Change Amount: ..... $ 3,256.00

Time Extension: .....0 Work days

Item 2.02

Building: Fine Arts
Description: Provide additional anchorage and modifications of tables, lockers, and whiteboards located in rooms 133, 134, 146, and 157 of the Fine Arts building.
Reason: Upon review, it was determined that additional anchorage and modifications were required to secure all furnishings.
Benefit: Ensured secure installation of furniture.
Requested by: Hill Partnership, Inc.
CO Type: Design Error

Change Amount: ..... $ 5,621.00

Time Extension: .....0 Work days

Item 2.03

Building: Fine Arts
Description: Provide additional tackboards, roller shades, and toilet accessories located in rooms 102, 103, 107, 202, 203, and 207 of the Fine Arts building.
Reason: Upon review, it was requested that additional tackboards, roller shades, and toilet accessories be furnished for the building.
Benefit: Ensured quality installation and finish for classrooms and restrooms.
Requested by: Owner / Tilden-Coil Constructors, Inc.
CO Type: Owner Request

Change Amount: ..... $ 5,799.00

Time Extension: .....0 Work days

Item 2.04

Building: Fine Arts
Description: Provide additional wood nailers to accommodate the roofing substrate located along the west elevation of the Workyard and the north and south canopies of the Film building.
Reason: Upon review, it was determined that wood nailers were required to be installed along the perimeter of the canopies to provide a termination of the roofing system.
Benefit: Ensured a complete roofing substrate be installed.
Requested by: Hill Partnership, Inc.
CO Type: Design Error

Change Amount: ..... $ 21,737.00

Time Extension: .....0 Work days

Item 2.05

Building: Fine Arts
Description: Provide additional signage for classrooms located along the interior of the Fine Arts building.
Reason: Upon request, additional signage was provided for several rooms throughout the building.
Benefit: Enhances wayfinding within the building.
Requested by: Owner / Tilden-Coil Constructors, Inc.
CO Type: Owner Request

Change Amount: ..... $ 6,463.00

Time Extension: .....0 Work days

Item 2.06

Building: Fine Arts
Description: Provide additional labor to advance the completion of tile work in restrooms 102, 103, 202, and 203 of the Fine Arts building.
Reason: Upon review, it was determined that additional plumbing seismic bracing was required by the Division of State Architect (DSA) to be installed above the restroom ceilings prior to proceeding with interior framing and drywall. As a result, additional labor was executed by Inland Building (BC 15) to accelerate the completion of tile work, once the additional plumbing seismic bracing and framing was installed.
Benefit: Ensured the completion of construction activities required to advance the Project Schedule.
Requested by: Division of State Architect
CO Type: Agency Driven

Change Amount: ..... $ 4,059.00

Time Extension: .....0 Work days

Item 2.07

Building: Fine Arts
Description: Provide additional attachments and supports to accommodate four (4) Art Hanging Systems, located in the Fine Arts building.
Reason: Upon review, it was determined that the Art Hanging Sytem designed per plans was not acceptable. As a result, the system was redesigned and installed.
Benefit: Ensured a sufficient installation of the art systems.
Requested by: Hill Partnership, Inc.
CO Type: Design Error

Change Amount: ..... $ 27,429.00

Time Extension: .....0 Work days

Item 2.08

Building: Fine Arts
Description: Provide a powdercoat finish to all tackboards located in the Fine Arts building.
Reason: Upon review, it was determined that the tackboard metal finish was required to be powdercoated to provide a durable finish.
Benefit: Ensure durability and longevity of product.
Requested by: Hill Partnership, Inc.
CO Type: Design Error

Change Amount: ..... $ 16,139.00

Time Extension: .....0 Work days

Item 2.09

Building: Fine Arts
Description: Deletion of security screen doors located in room 236 and 247.
Reason: Upon review, it was requested to omit the proposed security screen doors, and infill three (3) of the openings with drywall and one (1) with a sliding glass window.
Benefit: Allows flexibility of department workspace.
Requested by: Owner / Tilden-Coil Constructors, Inc.
CO Type: Owner Request / Deductive Credit

Change Amount: ..... $ (5,339.00)

Time Extension: .....0 Work days

Item 2.10

Building: Fine Arts
Description: Provide a credit for unused construction elevator operator hours.
Reason: Upon review, it was determined that the 40 hours of construction elevator operator hours were not used completely and therefore a credit was issued.
Benefit: The overall project cost to the District is reduced by issuing this credit.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Deductive Credit

Change Amount: ..... $ (1,489.00)

Time Extension: .....0 Work days

Item 2.11

Building: Fine Arts
Description: Provide a credit for unused permanent fencing.
Reason: Upon review, it was determined that permanent fencing previously approved as Change Order #01, was not required at the end of the project due to the progression of the Performing Arts Complex project.
Benefit: The overall project cost to the District is reduced by issuing this credit.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Deductive Credit

Change Amount: ..... $ (19,876.00)

Time Extension: .....0 Work days

Item 2.12

Building: Fine Arts
Description: Provide restroom hand dryers on behalf of Bid Category #19 (BC 19 - Electrical) prime contractor.
Reason: Upon review, it was requested that Inland Building (BC 15) provide the restroom handdryers on behalf of RDM Electric (BC 19). Reference RDM Electric (BC 19) deductive change order #05.
Benefit: Ensured proper fixtures be provided for installation.
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: ..... $ 8,129.00

Time Extension: .....0 Work days

Item 2.13

Building: Fine Arts
Description: Provide one (1) temporary frame and door on behalf of Bid Category #09 (BC 09 – Doors/Frames/Hardware) prime contractor.
Reason: Upon review, it was requested that Inland Building (BC 15) provide and install a temporary frame and door at Film Studio on behalf of Design Hardware (BC 09). Reference Design Hardware (BC 09) deductive Change Order #02.
Benefit: Ensured the Film Studio is secure and functional.
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: ..... $ 2,456.00

Time Extension: .....0 Work days

Item 2.14

Building: Fine Arts
Description: Installation of door hardware on behalf of Bid Category #09 (BC 09 – Doors/Frames/Hardware) prime contractor.
Reason: Upon review, it was determined that all hardware was not onsite for installation. As a result, hardware was installed by Inland Building (BC 15) on behalf of Design Hardware (BC 09). Reference Design Hardware (BC 09) deductive Change Order #02.
Benefit: Ensured building and rooms were secured.
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: ..... $ 2,909.00

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER $77,293.00
TOTAL ADDITIONAL WORKING DAYS ..... Days: 0

CONTRACT SUMMARY:

Original Contract Amount	$	2,489,200.00
Net change by previous Change Order	$	19,876.00
Net sum prior to this Change Order	$	2,509,076.00
Amount of Change Order No. 2	$	77,293.00
New Contract Sum	$	2,586,369.00
Percentage of Change to Contract		3.9%

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_____, 2017

Requested By:

Tammy Jenkins 6/14/17
(SIGNATURE & DATE)
INLAND BUILDING CONSTRUCTION COMPANIES, INC.
TAMMY JENKINS
323 South Sierra Way
San Bernardino, CA 92408

Approved By:

_____
(SIGNATURE & DATE)
CERRITOS COLLEGE
FELIPE LOPEZ
VICE PRESIDENT OF BUSINESS SERVICES

Reviewed By:

6/19/17
(SIGNATURE & DATE)
CERRITOS COLLEGE
DAVID C. MOORE,
DIRECTOR OF THE PHYSICAL PLANT

Reviewed By:

_____ 6-26-17
(SIGNATURE & DATE)
CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:

See attached
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

6/14/17
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

06/19/17
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

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

This Change Order is hereby executed on behalf of the Board of Trustees on _____ of _____, 2017

Requested By:

Tammy Jenkins 6/14/17
(SIGNATURE & DATE)
INLAND BUILDING CONSTRUCTION COMPANIES, INC.
TAMMY JENKINS
323 South Sierra Way
San Bernardino, CA 92408

Approved By:

_____
(SIGNATURE & DATE)
CERRITOS COLLEGE
FELIPE LOPEZ
VICE PRESIDENT OF BUSINESS SERVICES

Reviewed By:

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

Reviewed By:

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

Reviewed By:

06.15.17
(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 # 14P006-15
To:	Inland Building Construction Companies, Inc. 323 South Sierra Way San Bernardino, CA 92408 Phone: 909-884-6276 Fax: 909-889-6936	Date: April 20, 2015 Board Action: (Approval)

SUMMARY OF CHANGES:

Item 1.01

Building: Fine Arts

Description: Provide and install permanent chainlink fence around the perimeter of the construction staging area.

Reason: This scope of work included in the contract of Bid Category #01, NorthStar Demolition and Remediation, LP (contract #13P023A), is being requested to be transferred to Bid Category #15, Inland Building Construction Companies, Inc. to accommodate installation of fencing at the end of the project.

Benefit: The total sum of this change order and NorthStar Demolition and Remediation Change Order #01 results in zero ($0.00) cost to the District.

Requested by: Tilden-Coil Constructors, Inc.

CO Type: Owner Added Scope

Change Amount: ..... $ 19,876.00

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER **$19,876.00**
TOTAL ADDITIONAL WORKING DAYS ..... **Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	$	2,489,200.00
Net change by previous Change Order	$	-
Net Change by previous Contract Adjustment	$	-
Net sum prior to this Change Order	$	2,489,200.00
Amount of Change Order No. 1	$	19,876.00
New Contract Sum	$	2,509,076.00
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 20th of May, 2015

Requested By:

Mitchell Haack 4-21-15
(SIGNATURE & DATE)
INLAND BUILDING CONSTRUCTION COMPANIES, INC.
MITCHELL HAACK
323 South Sierra Way
San Bernardino, CA 92408

Approved By:

5/28/15
(SIGNATURE & DATE)
CERRITOS COLLEGE
DAVID EL FATTAL
VICE PRESIDENT OF BUSINESS SERVICES

Reviewed By:

4/23/15
(SIGNATURE & DATE)
CERRITOS COLLEGE
DAVID C. MOORE,
DIRECTOR OF THE PHYSICAL PLANT

Reviewed By:

4-28-15
(SIGNATURE & DATE)
CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:

4/22/15
(SIGNATURE & DATE)
HPI ARCHITECTURE
MANISH TRIVEDI
ARCHITECT

Reviewed By:

4/23/15
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JEFFERY CARREON
PROGRAM MANAGER

AGREEMENT

This Agreement is made and entered into this **11th day of December, 2014,** by and between the **Cerritos Community College District** ("District") and **Inland Building Construction Companies, 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 15, Miscellaneous
   ("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 **B** Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.

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

14. [**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:

Two Million Four Hundred Eighty-Nine Thousand Two Hundred and 00/100 Dollars

($ 2,489,200.00),

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

Fine Arts:

One Million Seven Hundred Forty Thousand Eight Hundred and 00/100 Dollars	**$1,740,800.00**

CIS/Math:

Seven Hundred Forty-Eight Thousand Four Hundred and 00/100 Dollars	**$748,400.00**

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

INLAND BUILDING CONSTRUCTION COMPANIES, INC.

By: _____

Title: President

Print Name: Larry Hyder

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

Regular Meeting of the Board of Trustees

Meeting Date: **July 19, 2017**
Agenda Item No. 29

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: **Consideration of Approval of Change Order No. 3 [Errors, Deductive Credit], (Bid No. 14P006, Category 15), Inland Building Construction Companies, Inc., Fine Arts-CIS/Math Building**

ACTION

It is recommended that the Board of Trustees approve Change Order No. 3 [Errors, Deductive Credit] in the deductive amount of $51,731 for the Fine Arts-CIS/Math Building project.

FISCAL IMPACT

The deductive amount from Change Order No. 3 will be $51,731, decreasing the contract amount to $2,534,638. Funding will be reallocated to the GO Bond.

REPORT SUMMARY

On December 10, 2014, the Board awarded a contract to Inland Building Construction Companies, Inc. 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 15 of this project represents the Miscellaneous 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. 3 is $51,731. The original contract amount approved by the Board was $2,489,200. Therefore, Change Order No. 3 is in compliance with Public Contract Code Section 20659. Change Order No. 3 is due to the correction of design errors by providing a powdercoat finish to all tackboards for durability, making additional modifications to markerboards in various rooms of the CIS/Math building to account for outlets and casework, and installing stainless steel break metal and shims at the door frame of the east elevator. Deductive credits were issued due to reduction in the scope of work through the deletion of trash receptacles and benches around the exterior perimeter. 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	July 19, 2017	($51,731)	1.8%
Pending	2	July 19, 2017	$77,293	3.9%
	1	May 20, 2015	$19,876	0.8%

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. 14P006-15 – Inland Building Construction Companies, Inc.
Change Order No. 2 to Contract No. 14P006-15 – Inland Building Construction Companies, Inc.
Change Order No. 1 to Contract No. 14P006-15 – Inland Building Construction Companies, Inc.
Contract No. 14P006-15 – Inland Building Construction Companies, Inc.

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 03

Contract # 14P006-15

To: Inland Building Construction Companies, Inc.
323 South Sierra Way
San Bernardino, CA 92408
Phone: 909-884-6276
Fax: 909-889-6936

Date: May 22, 2017

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 3.01

Building: Mathematics / CIS
Description: Provide a powdercoat finish to all tackboards located in the Mathematics / CIS building.
Reason: Upon review, it was determined that the tackboard metal finish was required to be powdercoated to provide a durable finish.
Benefit: Ensured a quality product be provided.
Requested by: Hill Partnership, Inc.
CO Type: Design Error

Change Amount: ..... $ 2,558.00

Time Extension: .....0 Work days

Item 3.02

Building: Mathematics / CIS
Description: Additional modifications to markerboards located in rooms 104, 108, 110, 111, 206, 207 and 209 of the Mathematics / CIS building.
Reason: Upon review, it was determined that additional modifications were needed on the markerboards to account for outlets and casework.
Benefit: Ensured quality installation of markerboards.
Requested by: Hill Partnership, Inc.
CO Type: Design Error

Change Amount: ..... $ 2,416.00

Time Extension: .....0 Work days

Item 3.03

Building: Mathematics / CIS
Description: Break metal and shim at elevator door frame.
Reason: Upon review, it was determined that shims were requiredstainless steal break metal was required at the door frame of the east elevator at CIS/Math building.
Benefit: Ensured quality installation of elevator doors.
Requested by: Hill Partnership, Inc.
CO Type: Design Error

Change Amount: ..... $ 2,145.00

Time Extension: .....0 Work days

Item 3.04

Building: Mathematics / CIS
Description: Provide credit to delete trash receptacles and benches located along the exterior perimeter of the Mathematics / CIS building.
Reason: Upon review, it was requested that the trash receptacles and benches be omitted from the scope of work.
Benefit: The overall project cost to the District is reduced by issuing this credit.
Requested by: Owner
CO Type: Owner Request / Credit

Change Amount: ..... $ (58,850.00)

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER ..... **$(51,731.00)**
TOTAL ADDITIONAL WORKING DAYS ..... **Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	$	2,489,200.00
Net change by previous Change Order	$	97,169.00
Net sum prior to this Change Order	$	2,586,369.00
Amount of Change Order No. 3	$	(51,731.00)
New Contract Sum	$	2,534,638.00
Percentage of Change to Contract		1.8%

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 _____ of _____, 2017

Requested By:

Tammy Jenkins 6/14/17
(SIGNATURE & DATE)
INLAND BUILDING CONSTRUCTION COMPANIES, INC.
TAMMY JENKINS
323 South Sierra Way
San Bernardino, CA 92408

Approved By:

_____
(SIGNATURE & DATE)
CERRITOS COLLEGE
FELIPE LOPEZ
VICE PRESIDENT OF BUSINESS SERVICES

Reviewed By:

6/19/17
(SIGNATURE & DATE)
CERRITOS COLLEGE
DAVID C. MOORE,
DIRECTOR OF THE PHYSICAL PLANT

Reviewed By:

6-20-17
(SIGNATURE & DATE)
CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:

See attached
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

6/14/17
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

06/19/17
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

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

This Change Order is hereby executed on behalf of the Board of Trustees on _____ of _____, 2017

Requested By:

Tammy Jenkins 6/14/17

(SIGNATURE & DATE)

INLAND BUILDING CONSTRUCTION COMPANIES, INC.
TAMMY JENKINS
323 South Sierra Way
San Bernardino, CA 92408

Approved By:

_____

(SIGNATURE & DATE)

CERRITOS COLLEGE
FELIPE LOPEZ
VICE PRESIDENT OF BUSINESS SERVICES

Reviewed By:

_____

(SIGNATURE & DATE)

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

Reviewed By:

_____

(SIGNATURE & DATE)

CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:

06.14.17

(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 # 14P006-15

To: Inland Building Construction Companies, Inc.
323 South Sierra Way
San Bernardino, CA 92408
Phone: 909-884-6276
Fax: 909-889-6936

Date: May 22, 2017

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 2.01

Building: Fine Arts
Description: Provide additional metal trim around office sliding doors located in rooms 232, 233, 237, and 238 of the Fine Arts building.
Reason: Upon review, it was determined that aluminum metal trim was required around the storefront openings at offices on the 2nd floor of Fine Arts.
Benefit: Ensured quality installation and finish of office openings.
Requested by: Hill Partnership, Inc.
CO Type: Design Error

Change Amount: ..... $ 3,256.00

Time Extension: .....0 Work days

Item 2.02

Building: Fine Arts
Description: Provide additional anchorage and modifications of tables, lockers, and whiteboards located in rooms 133, 134, 146, and 157 of the Fine Arts building.
Reason: Upon review, it was determined that additional anchorage and modifications were required to secure all furnishings.
Benefit: Ensured secure installation of furniture.
Requested by: Hill Partnership, Inc.
CO Type: Design Error

Change Amount: ..... $ 5,621.00

Time Extension: .....0 Work days

Item 2.03

Building: Fine Arts
Description: Provide additional tackboards, roller shades, and toilet accessories located in rooms 102, 103, 107, 202, 203, and 207 of the Fine Arts building.
Reason: Upon review, it was requested that additional tackboards, roller shades, and toilet accessories be furnished for the building.
Benefit: Ensured quality installation and finish for classrooms and restrooms.
Requested by: Owner / Tilden-Coil Constructors, Inc.
CO Type: Owner Request

Change Amount: ..... $ 5,799.00

Time Extension: .....0 Work days

Item 2.04

Building: Fine Arts
Description: Provide additional wood nailers to accommodate the roofing substrate located along the west elevation of the Workyard and the north and south canopies of the Film building.
Reason: Upon review, it was determined that wood nailers were required to be installed along the perimeter of the canopies to provide a termination of the roofing system.
Benefit: Ensured a complete roofing substrate be installed.
Requested by: Hill Partnership, Inc.
CO Type: Design Error

Change Amount: ..... $ 21,737.00

Time Extension: .....0 Work days

Item 2.05

Building: Fine Arts
Description: Provide additional signage for classrooms located along the interior of the Fine Arts building.
Reason: Upon request, additional signage was provided for several rooms throughout the building.
Benefit: Enhances wayfinding within the building.
Requested by: Owner / Tilden-Coil Constructors, Inc.
CO Type: Owner Request

Change Amount: ..... $ 6,463.00

Time Extension: .....0 Work days

Item 2.06

Building: Fine Arts
Description: Provide additional labor to advance the completion of tile work in restrooms 102, 103, 202, and 203 of the Fine Arts building.
Reason: Upon review, it was determined that additional plumbing seismic bracing was required by the Division of State Architect (DSA) to be installed above the restroom ceilings prior to proceeding with interior framing and drywall. As a result, additional labor was executed by Inland Building (BC 15) to accelerate the completion of tile work, once the additional plumbing seismic bracing and framing was installed.
Benefit: Ensured the completion of construction activities required to advance the Project Schedule.
Requested by: Division of State Architect
CO Type: Agency Driven

Change Amount: ..... $ 4,059.00

Time Extension: .....0 Work days

Item 2.07

Building: Fine Arts
Description: Provide additional attachments and supports to accommodate four (4) Art Hanging Systems, located in the Fine Arts building.
Reason: Upon review, it was determined that the Art Hanging Sytem designed per plans was not acceptable. As a result, the system was redesigned and installed.
Benefit: Ensured a sufficient installation of the art systems.
Requested by: Hill Partnership, Inc.
CO Type: Design Error

Change Amount: ..... $ 27,429.00

Time Extension: .....0 Work days

Item 2.08

Building: Fine Arts
Description: Provide a powdercoat finish to all tackboards located in the Fine Arts building.
Reason: Upon review, it was determined that the tackboard metal finish was required to be powdercoated to provide a durable finish.
Benefit: Ensure durability and longevity of product.
Requested by: Hill Partnership, Inc.
CO Type: Design Error

Change Amount: ..... $ 16,139.00

Time Extension: .....0 Work days

Item 2.09

Building: Fine Arts
Description: Deletion of security screen doors located in room 236 and 247.
Reason: Upon review, it was requested to omit the proposed security screen doors, and infill three (3) of the openings with drywall and one (1) with a sliding glass window.
Benefit: Allows flexibility of department workspace.
Requested by: Owner / Tilden-Coil Constructors, Inc.
CO Type: Owner Request / Deductive Credit

Change Amount: ..... $ (5,339.00)

Time Extension: .....0 Work days

Item 2.10

Building: Fine Arts
Description: Provide a credit for unused construction elevator operator hours.
Reason: Upon review, it was determined that the 40 hours of construction elevator operator hours were not used completely and therefore a credit was issued.
Benefit: The overall project cost to the District is reduced by issuing this credit.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Deductive Credit

Change Amount: ..... $ (1,489.00)

Time Extension: .....0 Work days

Item 2.11

Building: Fine Arts
Description: Provide a credit for unused permanent fencing.
Reason: Upon review, it was determined that permanent fencing previously approved as Change Order #01, was not required at the end of the project due to the progression of the Performing Arts Complex project.
Benefit: The overall project cost to the District is reduced by issuing this credit.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Deductive Credit

Change Amount: ..... $ (19,876.00)

Time Extension: .....0 Work days

Item 2.12

Building: Fine Arts
Description: Provide restroom hand dryers on behalf of Bid Category #19 (BC 19 - Electrical) prime contractor.
Reason: Upon review, it was requested that Inland Building (BC 15) provide the restroom handdryers on behalf of RDM Electric (BC 19). Reference RDM Electric (BC 19) deductive change order #05.
Benefit: Ensured proper fixtures be provided for installation.
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: ..... $ 8,129.00

Time Extension: .....0 Work days

Item 2.13

Building: Fine Arts
Description: Provide one (1) temporary frame and door on behalf of Bid Category #09 (BC 09 – Doors/Frames/Hardware) prime contractor.
Reason: Upon review, it was requested that Inland Building (BC 15) provide and install a temporary frame and door at Film Studio on behalf of Design Hardware (BC 09). Reference Design Hardware (BC 09) deductive Change Order #02.
Benefit: Ensured the Film Studio is secure and functional.
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: ..... $ 2,456.00

Time Extension: .....0 Work days

Item 2.14

Building: Fine Arts
Description: Installation of door hardware on behalf of Bid Category #09 (BC 09 – Doors/Frames/Hardware) prime contractor.
Reason: Upon review, it was determined that all hardware was not onsite for installation. As a result, hardware was installed by Inland Building (BC 15) on behalf of Design Hardware (BC 09). Reference Design Hardware (BC 09) deductive Change Order #02.
Benefit: Ensured building and rooms were secured.
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: ..... $ 2,909.00

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER $77,293.00
TOTAL ADDITIONAL WORKING DAYS..... Days: 0

CONTRACT SUMMARY:

Original Contract Amount	$	2,489,200.00
Net change by previous Change Order	$	19,876.00
Net sum prior to this Change Order	$	2,509,076.00
Amount of Change Order No. 2	$	77,293.00
New Contract Sum	$	2,586,369.00
Percentage of Change to Contract		3.9%

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_____, 2017

Requested By:

Tammy Jenkins 6/14/17
(SIGNATURE & DATE)
INLAND BUILDING CONSTRUCTION COMPANIES, INC.
TAMMY JENKINS
323 South Sierra Way
San Bernardino, CA 92408

Approved By:

_____
(SIGNATURE & DATE)
CERRITOS COLLEGE
FELIPE LOPEZ
VICE PRESIDENT OF BUSINESS SERVICES

Reviewed By:

6/19/17
(SIGNATURE & DATE)
CERRITOS COLLEGE
DAVID C. MOORE,
DIRECTOR OF THE PHYSICAL PLANT

Reviewed By:

(SIGNATURE & DATE) 6-26-17
CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:

See attached
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

6/14/17
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

06/19/17
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

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

This Change Order is hereby executed on behalf of the Board of Trustees on _____ of _____, 2017

Requested By:

Tammy Jenkins 10/14/17
(SIGNATURE & DATE)
INLAND BUILDING CONSTRUCTION COMPANIES, INC.
TAMMY JENKINS
323 South Sierra Way
San Bernardino, CA 92408

Approved By:

_____
(SIGNATURE & DATE)
CERRITOS COLLEGE
FELIPE LOPEZ
VICE PRESIDENT OF BUSINESS SERVICES

Reviewed By:

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

Reviewed By:

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

Reviewed By:

06.15.17
(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 # 14P006-15
To:	Inland Building Construction Companies, Inc. 323 South Sierra Way San Bernardino, CA 92408 Phone: 909-884-6276 Fax: 909-889-6936	Date: April 20, 2015 Board Action: (Approval)

SUMMARY OF CHANGES:

Item 1.01

Building: Fine Arts

Description: Provide and install permanent chainlink fence around the perimeter of the construction staging area.

Reason: This scope of work included in the contract of Bid Category #01, NorthStar Demolition and Remediation, LP (contract #13P023A), is being requested to be transferred to Bid Category #15, Inland Building Construction Companies, Inc. to accommodate installation of fencing at the end of the project.

Benefit: The total sum of this change order and NorthStar Demolition and Remediation Change Order #01 results in zero ($0.00) cost to the District.

Requested by: Tilden-Coil Constructors, Inc.

CO Type: Owner Added Scope

Change Amount: ..... $ 19,876.00

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER **$19,876.00**
TOTAL ADDITIONAL WORKING DAYS ..... **Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	$	2,489,200.00
Net change by previous Change Order	$	-
Net Change by previous Contract Adjustment	$	-
Net sum prior to this Change Order	$	2,489,200.00
Amount of Change Order No. 1	$	19,876.00
New Contract Sum	$	2,509,076.00
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 20th of May, 2015

Requested By:

Mitchell Haack 4-21-15
(SIGNATURE & DATE)
INLAND BUILDING CONSTRUCTION COMPANIES, INC.
MITCHELL HAACK
323 South Sierra Way
San Bernardino, CA 92408

Approved By:

5/28/15
(SIGNATURE & DATE)
CERRITOS COLLEGE
DAVID EL FATTAL
VICE PRESIDENT OF BUSINESS SERVICES

Reviewed By:

4/23/15
(SIGNATURE & DATE)
CERRITOS COLLEGE
DAVID C. MOORE,
DIRECTOR OF THE PHYSICAL PLANT

Reviewed By:

4-28-15
(SIGNATURE & DATE)
CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:

4/22/15
(SIGNATURE & DATE)
HPI ARCHITECTURE
MANISH TRIVEDI
ARCHITECT

Reviewed By:

4/23/15
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JEFFERY CARREON
PROGRAM MANAGER

AGREEMENT

This Agreement is made and entered into this **11th day of December, 2014,** by and between the **Cerritos Community College District** ("District") and **Inland Building Construction Companies, 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 15, Miscellaneous
   ("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 **B** Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.

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

14. [**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:

Two Million Four Hundred Eighty-Nine Thousand Two Hundred and 00/100 Dollars

($ 2,489,200.00),

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

Fine Arts:

One Million Seven Hundred Forty Thousand Eight Hundred and 00/100 Dollars	**$1,740,800.00**

CIS/Math:

Seven Hundred Forty-Eight Thousand Four Hundred and 00/100 Dollars	**$748,400.00**

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

INLAND BUILDING CONSTRUCTION COMPANIES, INC.

By: _____

Title: President

Print Name: Larry Hyder

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

Regular Meeting of the Board of Trustees

Meeting Date: **July 19, 2017**

Agenda Item No. 30

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT:	**Consideration of Ratification of Change Order No. 1 [Deductive Credit], (Bid No. 14P006, Category 20), PCC Network Solutions a Pacific Coast Cabling, Inc. Company, Fine Arts-CIS/Math Building**

ACTION

It is recommended that the Board of Trustees approve Change Order No. 1 [Deductive Credit] in the deductive amount of $15,510 for the Fine Arts-CIS/Math Building project.

FISCAL IMPACT

The deductive amount from Change Order No. 1 will be $15,510, decreasing the contract amount to $410,098.30. Funding will be reallocated to the GO Bond.

REPORT SUMMARY

On December 10, 2014, the Board awarded a contract to PCC Network Solutions a Pacific Coast Cabling, Inc. Company of Chatsworth, 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 20 represents the IT/Low Voltage element of work. Public Contract Code Section 20659 requires Board approval for a change order to a public works bid.

The total amount for the attached item in Change Order No. 1 is $15,510. The original contract amount approved by the Board was $425,608.30. Therefore, Change Order No. 1 is in compliance with Public Contract Code Section 20659. Change Order No. 1 is due to a deductive credit as the contractor has completed their overall scope of work and there is a cost credit remaining. 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	July 19, 2017	($15,510)	-3.6%

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. 1 to Contract No. 14P006-10 – Golden Glass, Inc.
Contract No. 14P006-10 – Golden Glass, Inc.

Project: Cerritos College
IT / Low Voltage

Change Order Number: 01

Contract # 14P006-20

To: PCC Network Solutions
20717 Prairie Street
Chatsworth, CA 91311
Phone: 818.407.1911
Fax: 818.407.1913

Date: May 19, 2017

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 1.01

Building: CIS Math

Description: The Prime Contractor's overall Scope of Work was completed and there is a cost credit remaining on their Contract.

Reason: The Prime Contractor completed all required work, and the additive/deductive modifications to their Contract resulted in a credit.

Benefit: The overall project cost to the District is reduced by issuing this credit.

Requested by: Owner

CO Type: Deductive Credit

Change Amount: ..... $ (15,510.00)

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER ..... **$(15,510.00)**
TOTAL ADDITIONAL WORKING DAYS ..... **Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	$	425,608.30
Net change by previous Change Order	$	-
Net sum prior to this Change Order	$	425,608.30
Amount of Change Order No. 1	$	(15,510.00)
New Contract Sum	$	410,098.30
Percentage of Change to Contract		-3.6%

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

This Change Order is hereby executed on behalf of the Board of Trustees on _____ of _____, 2017

Requested By:

(SIGNATURE & DATE)
PCC NETWORK SOLUTIONS
~~MARCOS PEREZ~~ PAT AGNIZZESE
20717 Prairie Street
Chatsworth, CA 91311

Approved By:

(SIGNATURE & DATE)
CERRITOS COLLEGE
FELIPE LOPEZ
VICE PRESIDENT OF BUSINESS SERVICES

Reviewed By:

6/19/2017
(SIGNATURE & DATE)
CERRITOS COLLEGE
DAVID C. MOORE,
DIRECTOR OF THE PHYSICAL PLANT

Reviewed By:

6-26-17
(SIGNATURE & DATE)
CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:

(SEE ATTACHED) TCC
~~**(Not Applicable / Maintenance Project)**~~
(SIGNATURE & DATE)
(ARCHITECT / ENGINEER)

Reviewed By:

6/15/17
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

06/19/17
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

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

This Change Order is hereby executed on behalf of the Board of Trustees on _____ of_____, 2017

Requested By:

(SIGNATURE & DATE)
PCC NETWORK SOLUTIONS
~~MARCOS PEREZ~~ PAT ABRUZZESE
20717 Prairie Street
Chatsworth, CA 91311

Approved By:

(SIGNATURE & DATE)
CERRITOS COLLEGE
FELIPE LOPEZ
VICE PRESIDENT OF BUSINESS SERVICES

Reviewed By:

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

Reviewed By:

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

Reviewed By:

~~(Not Applicable / Maintenance Project)~~
(SIGNATURE & DATE)
(ARCHITECT / ENGINEER) 06.14.17

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.: 14P006-20

BID CATEGORY: 20, IT/Low Voltage

DOLLAR VALUE: $425,608.30

LIQUIDATED DAMAGES: $2,500.00 per day

CONTRACTOR: PCC Network Solutions a Pacific Coast Cabling, Inc. Company

TERM: 738 Calendar Days

TIME FOR COMPLETION: 80 Calendar Days

PCC Network Solutions a Pacific Coast Cabling, Inc. Company

Address: 20717 Prairie Street, Chatsworth, CA 91311
Phone: 818-407-1911
Fax: 818-407-1913

AGREEMENT

This Agreement is made and entered into this **11th day of December, 2014,** by and between the **Cerritos Community College District** ("District") and **PCC Network Solutions a Pacific Coast Cabling, Inc. 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: **14P006, Fine Arts-CIS/Math Building**
   Category 20, IT/Low Voltage
   ("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-7** Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.

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

14. [**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:

Four Hundred Twenty-Five Thousand Six Hundred Eight and 30/100 Dollars

($ 425,608.30),

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

Fine Arts:

Two Hundred Seventeen Thousand Eight Hundred Thirty-Six and 31/100 Dollars	**$217,836.31**

CIS/Math:

Two Hundred Seven Thousand Seven Hundred Seventy-One and 99/100 Dollars	**$207,771.99**

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

PCC NETWORK SOLUTIONS A PACIFIC COAST CABLING, INC. COMPANY

By: _____

Title: Secretary

Print Name: Richard Harris

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

Regular Meeting of the Board of Trustees

Meeting Date: **July 19, 2017**

Agenda Item No. 31

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Approval for Reduction of Retention, Bid No. 13P032, Category 03, Preferred Landscape, Inc., Fine Arts-CIS/Math Building

ACTION

It is recommended that the Board of Trustees approve the reduction of the retention withheld from 10% to 5%, in accordance with the terms and conditions of Contract No. 13P032-03 with Preferred Landscape, Inc. of Artesia, CA, for the reasons set forth below.

FISCAL IMPACT

The retention is currently being held in an escrow account; this project is funded by the GO Bond, and no general funds will be used.

REPORT SUMMARY

On October 1, 2014, the Board approved Contract No. 13P032-03 to Preferred Landscaping, Inc. for the construction of the Fine Arts-CIS/Math Building, Category 03. The contractor's project category scope of work consisted of Landscaping. Per the first Notice to Proceed issued, the work began on October 30, 2014, and had an original substantial completion date of February 7, 2017. The architect-engineer of record, The Hill Partnership, Inc. dba HPI Architecture, duly inspected the work and determined that the contractor's project category of work met partial substantial completion on June 12, 2017.

Pursuant to Resolution No. 12-04 as approved by the Board of Trustees on February 15, 2012, the project was determined to be substantially complex and subject to retention in the amount of 10% of the total contract price. Therefore, Contract No. 13P032-03 with Preferred Landscape, Inc. required the District to withhold 10% retention.

California Public Contract Code (PCC) Section 9203 provides that the District's Board of Trustees has the discretion to approve a reduction in the amount of retention withheld if it finds that the project is more than 50% complete and satisfactory progress is being made. Section 9203 also requires the District to withhold all remaining retention until final completion and acceptance of the project by the Board of Trustees.

For the specific reasons set forth herein, the District recommends that the Board of Trustees authorize the District to execute all necessary documents with Preferred Landscape, Inc. to reduce the percent of retention withheld from 10% to 5%: (1) the project is over 50% complete and satisfactory progress has been and is

being made based upon mutual agreement between the District and Preferred Landscape, Inc.; (2) exclusive of the 5% in retention funds proposed to remain withheld for the total contract amount, the District will withhold 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 the contractor's project category of work so that a Notice of Completion can be filed; (3) the District will reserve all rights to cure any outstanding issues to be completed to ensure final completion of the contractor's project category of work; (4) final completion and acceptance of the project, including all punchlist work and outstanding issues, is subject to the Board of Trustees approval.

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

ATTACHMENT(S)
Draft of Amendment No. 2 to Contract No. 13P032-03, Preferred Landscape, Inc.
Contract No. 13P032-03, Preferred Landscape, Inc.

Cerritos College

DRAFT

AMENDMENT NO. 02

To

CONTRACT NO. 13P032-03

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 **Preferred Landscape, Inc.** with its principal place of business at 17032 Roseton Avenue, Artesia, CA 90701 ("Contractor") is **Amended** on **July 19, 2017**, 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 03** ("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 June 12, 2017, and determined that the Contractor's work was ninety-eight percent (98%) 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: **PREFERRED LANDSCAPE, INC.**	**CERRITOS COMMUNITY COLLEGE DISTRICT:**
By: _____	By: _____
Signature	*Signature*
Mark Rose President	Felipe R. Lopez Vice President of Business Services
Typed or Printed Name, & Title	*Typed or Printed Name, & Title*

DRAFT



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

DATE OF CONTRACT: October 2, 2014 / CONTRACT NO.: 13P032-03

BID CATEGORY: 03, Landscaping

DOLLAR VALUE: $534,790.00

LIQUIDATED DAMAGES: $2,500.00 per day

CONTRACTOR: Preferred Landscape, Inc.

TERM: 738 Calendar Days

TIME FOR COMPLETION:_____

Preferred Landscape, Inc.

Address: 17032 Roseton Avenue, Artesia, CA 90707
Phone: 562-860-5020
Fax: 562-809-4916

AGREEMENT

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

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

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

   PROJECT: **13P032, Fine Arts-CIS/Math Building**
   Category 03, Landscaping
   ("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-27 Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.

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

14. [**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 Thirty-Four Thousand Seven Hundred, Ninety and 00/100 Dollars

($ 534,790.00),

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

Fine Arts:

Three-Hundred, Eighty-Two Thousand, Two-Hundred, Sixty-One Dollars	**$382,261.00**

CIS/Math:

One-Hundred, Fifty-Two Thousand, Five-Hundred, Twenty-Nine Dollars	**$152,529.00**

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

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

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

CONTRACTOR

PREFERRED LANDSCAPE, INC.

By: Mark Rose

Title: President

Print Name: Mark Rose

DISTRICT

CERRITOS COMMUNITY COLLEGE DISTRICT

By: _____

Title: Vice President of Business Services

Print Name: Dr. David El Fattal

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

END OF DOCUMENT

Cerritos College

AMENDMENT NO. 01

To

CONTRACT NO. 13P032-03

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 **Preferred Landscape, Inc.** with its principal place of business at 17032 Roseton Avenue, Artesia, CA 90701("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 03** ("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:
Preferred Landscape, Inc.

By: Mark Rose
Signature

Mark Rose, 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: **July 19, 2017**

Agenda Item No. 32

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Approval for Reduction of Retention, Bid No. 13P032, Category 19, RDM Electric Co., Inc., Fine Arts-CIS/Math Building

ACTION

It is recommended that the Board of Trustees approve the reduction of the retention withheld from 10% to 5%, in accordance with the terms and conditions of Contract No. 13P032-19 with RDM Electric Co., Inc. of Chino, CA, for the reasons set forth below.

FISCAL IMPACT

The retention is currently being held in an escrow account; this project is funded by the GO Bond, and no general funds will be used.

REPORT SUMMARY

On October 1, 2014, the Board approved Contract No. 13P032-19 to RDM Electric Co., Inc. for the construction of the Fine Arts-CIS/Math Building, Category 19. The contractor's project category scope of work consisted of Electrical/Low Voltage. Per the first Notice to Proceed issued, the work began on October 30, 2014, and had an original substantial completion date of February 7, 2017. The architect-engineer of record, The Hill Partnership, Inc. dba HPI Architecture, duly inspected the work and determined that the contractor's project category of work met partial substantial completion on June 12, 2017.

Pursuant to Resolution No. 12-04 as approved by the Board of Trustees on February 15, 2012, the project was determined to be substantially complex and subject to retention in the amount of 10% of the total contract price. Therefore, Contract No. 13P032-03 with Preferred Landscape, Inc. required the District to withhold 10% retention.

California Public Contract Code (PCC) Section 9203 provides that the District's Board of Trustees has the discretion to approve a reduction in the amount of retention withheld if it finds that the project is more than 50% complete and satisfactory progress is being made. Section 9203 also requires the District to withhold all remaining retention until final completion and acceptance of the project by the Board of Trustees.

For the specific reasons set forth herein, the District recommends that the Board of Trustees authorize the District to execute all necessary documents with RDM Electric Co., Inc. to reduce the percent of retention withheld from 10% to 5%: (1) the project is over 50% complete and satisfactory progress has been and is

being made based upon mutual agreement between the District and RDM Electric Co., Inc.; (2) exclusive of the 5% in retention funds proposed to remain withheld for the total contract amount, the District will withhold 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 the contractor's project category of work so that a Notice of Completion can be filed; (3) the District will reserve all rights to cure any outstanding issues to be completed to ensure final completion of the contractor's project category of work; (4) final completion and acceptance of the project, including all punchlist work and outstanding issues, is subject to the Board of Trustees approval.

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

ATTACHMENT(S)
Draft of Amendment No. 2 to Contract No. 13P032-19, RDM Electric Co., Inc.
Contract No. 13P032-19, RDM Electric Co., Inc.

Cerritos College

DRAFT

AMENDMENT NO. 02

To

CONTRACT NO. 13P032-19

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 **RDM Electric Co., Inc.** with its principal place of business at 13867 Redwood Avenue, Chino, CA 91710 ("Contractor") is **Amended** on **July 19, 2017**, 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 19** ("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 June 12, 2017, and determined that the Contractor's work was ninety-eight percent (98%) 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: **RDM ELECTRIC CO., INC.**	**CERRITOS COMMUNITY COLLEGE DISTRICT:**
By: _____	By: _____
Signature	*Signature*
Robert McDonnell President	Felipe R. Lopez Vice President of Business Services
Typed or Printed Name, & Title	*Typed or Printed Name, & Title*

DRAFT



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

DATE OF CONTRACT: October 2, 2014 / CONTRACT NO.: 13P032-19

BID CATEGORY: 19, Electrical/Low Voltage

DOLLAR VALUE: $5,725,000.00

LIQUIDATED DAMAGES: $2,500.00 per day

CONTRACTOR: RDM Electric Co., Inc.

TERM: 738 Calendar Days

TIME FOR COMPLETION:_____

RDM Electric Co., Inc.

Address: 13867 Redwood Avenue, Chino, Ca 91710
Phone: 909-591-0990
Fax: 909-591-1599

AGREEMENT

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

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

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

   PROJECT: **13P032, Fine Arts-CIS/Math Building**
   Category 19, Electrical/Low Voltage
   ("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-10 Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.

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

14. [**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 Seven Hundred Twenty-Five Thousand and 00/100 Dollars

($5,725,000.00),

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

Fine Arts:

Three-Million, Three-Hundred, Seventy-Five Thousand Dollars	**$3,375,000.00**

CIS/Math:

Two-Million, Three-Hundred, Fifty Thousand Dollars	**$2,350,000.00**

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

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

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

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

CONTRACTOR

RDM ELECTRIC CO., INC.

By: Robert D. McDonnell

Title: President

Print Name: Robert McDonnell

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. 13P032-19

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 **RDM Electric Co., Inc.** with its principal place of business at 13867 Redwood Avenue, Chino, CA 91710 ("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 19** ("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:
RDM Electric Co., Inc.

By: Robert McDonnell
Signature

Robert McDonnell, 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: **July 19, 2017**
Agenda Item No. 33

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Approval of Notice of Completion for Bid No. 13P032, Category 11, Fine Arts-CIS/Math Building

ACTION
It is recommended that the Board of Trustees approve the Notice of Completion for Sierra Lathing Company, Inc. of Rialto, California for the Fine Arts-CIS/Math Building, Category 11 project at Cerritos Community College District as presented.

FISCAL IMPACT
The total final contract amount was $3,763,891 which was paid by the G.O. Bond.

REPORT SUMMARY
Cerritos College issued a contract to Sierra Lathing Company, Inc. on October 1, 2014. As required by Public Contract Code, Cerritos College must file a Notice of Completion when a project is completed and all requirements of the contractual agreements are addressed.

This project was substantially complete on February 15, 2017. A Notice of Completion needs to be approved by the Board of Trustees and filed with the County Recorder.

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

ATTACHMENT(S)
Notice of Completion Recording – Sierra Lathing Company, Inc.

RECORDING REQUEST BY
WHEN RECORDED MAIL TO:

CERRITOS COMMUNITY COLLEGE
DISTRICT, ATTENTION: MARK B. LOGAN
11110 ALONDRA BOULEVARD
NORWALK, CALIFORNIA 90650

SPACE ABOVE THIS LINE RESERVED
FOR RECORDER'S USE

TITLE(S)

NOTICE OF COMPLETION
CERRITOS COMMUNITY COLLEGE DISTRICT

NOTICE IS HEREBY GIVEN, pursuant to the provisions of Section §9200 – §9208 of the Civil code of the State of California, that the **CERRITOS COMMUNITY COLLEGE DISTRICT**, of Los Angeles County, as owner of the property known as **Cerritos Community College**, located at **11110 Alondra Boulevard, Norwalk, California**, caused improvements to be made to the property to wit: **Fine Arts-CIS/Math Building, Bid No. 13P032, Category 11** contract for the doing of which was heretofore entered into on the **1st of October, 2014** which contract was made with **Sierra Lathing Company, Inc.**, contract number **13P032-11**, as contractor; that said improvements were completed on the **15th of February, 2017**, and accepted by formal action of the governing board of said DISTRICT on the **19th of July, 2017**; that title to said property is vested in the **CERRITOS COMMUNITY COLLEGE DISTRICT** of Los Angeles County, California; that the surety for the above named contractor is **United Fire and Casualty Company.**

I certify or declare under penalty of perjury that the foregoing is true and correct.

CERRITOS COMMUNITY COLLEGE DISTRICT OF LOS ANGELES COUNTY, CALIFORNIA

By:_____
Felipe R. Lopez
Vice President of Business Services

Date: _____

Place of Execution: Norwalk, California

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **July 19, 2017**
Agenda Item No. 34

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Approval of Sale of Surplus and Obsolete Materials/Equipment

ACTION
It is recommended that the Board of Trustees declare and approve the listed items as surplus and authorize the Director of Purchasing and Contract Administration to sell the listed items by means of a public auction by a contract with an auction company in accordance with the district's board policy and administrative procedures.

FISCAL IMPACT
Proceeds from the sale of surplus items will be deposited into the General Fund.

REPORT SUMMARY
Cerritos College is the owner of the items listed on Exhibit A. The attached listed items have exceeded their useful life and are no longer suitable for use at Cerritos College and may be disposed of through public auction sales.

In accordance with Board Policy 6550, Administrative Procedures 6550, and California Education Code Section 81450 et seq., authority is delegated to the President/Superintendent or his designee to sell or otherwise dispose of the listed items and to execute all documents in connection therewith, subject to the terms and conditions of the district's policy and administrative procedures.

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

ATTACHMENT(S)
Exhibit A: Electronic Equipment and Miscellaneous Material

DISPOSAL OF DISTRICT PROPERTY:
ELECTRONIC EQUIPMENT AND MISCELLANEOUS MATERIAL

BOARD MEETING DATE: JULY 19, 2017

Qty	Description	CC No.	Serial Nos.
70 Each	File Cabinets	N/A	N/A
1 Each	G0490X	N/A	GJ08-3372
1 Each	AAA Plastic Equipment	35361	1349
1 Each	Flow	35362	295-4474-55
1 Each	Instron	35355	3035
2 Each	Sharp TVS	021283 021282	N/A
1 Each	Rotational Molder	N/A	174
1 Each	Honacast	29068	N/A
1 Each	2500 Burster	35436	SN 2018
2 Each	Genicom Line Printer	35780 N/A	3N1BD001 1H09CT46N008
1 Each	Electronic Measuring Machine	45081	40100620799
1 Each	Vending Machine	3114	110457500237
7 Each	PE Lockers	N/A	N/A
3 Each	Tool Storage Cabinets	N/A	N/A
7 Each	Hospital Beds	N/A	N/A
1 Each	Piano	N/A	N/A
6 Each	Tables	N/A	N/A

DISPOSAL OF DISTRICT PROPERTY:
ELECTRONIC EQUIPMENT AND MISCELLANEOUS MATERIAL

BOARD MEETING DATE: JULY 19, 2017

Qty	Description	CC No.	Serial Nos.
2 Each	CNC Routers	FED 00416 FED 00417	N/A
1 Each	GM Coil Per Plug Ignition System	N/A	N/A
3 Each	Sim Manikins	39455 39509 395789	385M13030018 211M40060014 N/A
1 Each	Band Saw	N/A	N/A

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **July 19, 2017**

Agenda Item No. 35

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Approval of Purchase Orders for the Month of May 2017

ACTION

It is recommended that the Board of Trustees approve the purchase orders processed during the month of May 2017.

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 May 2017 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)

May 2017 – Purchase Order Report

PO Date	PO #	Stat	Change Ord#	Change Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib Amount	PO Amt
05/01/17	0000065084	C		05/01/2017	RAN GRAPHICS	MISCELLANEOUS	Multi-Cultural Studies	01.0	00000.0	00000	02320	4550	6192000	16-17	60.68	
						05/01/2017	**0000065084**	**RAN GRAPHICS**								**60.68**
05/01/17	0000065085	C		05/01/2017	DOUBLETREE BY HILTON	MISCELLANEOUS	Foster Care	01.3	00000.0	00000	75900	5810	1305700	16-17	1,138.23	
						05/01/2017	**0000065085**	**DOUBLETREE BY HILTON**								**1,138.23**
05/01/17	0000065086	C		05/20/2017	BANK OF AMERICA	CONFERENCE AND TRAVEL	General Administration	01.0	00000.0	00000	01200	5210	6006000	16-17	908.37	
						05/01/2017	**0000065086**	**BANK OF AMERICA**								**908.37**
05/02/17	0000065087	C		05/18/2017	AMAZON	NON-INSTRUCTIONAL SUPPLIES	Health Services	69.0	00000.0	00000	03310	4550	6440000	16-17	74.89	
						05/02/2017	**0000065087**	**AMAZON**								**74.89**
05/02/17	0000065088	A		05/03/2017	VFO	SOFTWARE	Disabled Students	01.0	00000.0	00000	03500	6310	6420000	16-17	22,891.88	
						05/02/2017	**0000065088**	**VFO**								**22,891.88**
05/02/17	0000065089	C		05/03/2017	AMERICAN TECHNICAL	BOOKS/SUPPLIES	Eng and Rel Tech (Ind Tech)	01.3	00000.0	04700	70200	4320	0900000	16-17	445.87	
						05/02/2017	**0000065089**	**AMERICAN TECHNICAL PUBLISHERS**								**445.87**
05/02/17	0000065090	C		05/20/2017	BANK OF AMERICA	NON-INSTRUCTIONAL SUPPLIES	Oth Instr Sup Services	01.3	00000.0	02321	72000	4550	6190000	16-17	376.85	
						05/02/2017	**0000065090**	**BANK OF AMERICA**								**376.85**
05/02/17	0000065091	C		05/18/2017	AMAZON	NON-INSTRUCTIONAL SUPPLIES	Health Services	69.0	00000.0	00000	03310	4550	6440000	16-17	151.15	
						05/02/2017	**0000065091**	**AMAZON**								**151.15**
05/02/17	0000065092	A		05/03/2017	DIVERSIFIED BUSINESS SERVICES	NON-INSTRUCTIONAL SUPPLIES	Health Services	69.0	00000.0	00000	03310	4550	6440000	16-17	98.96	
						05/02/2017	**0000065092**	**DIVERSIFIED BUSINESS SERVICES**								**98.96**

Stat: P=Pending, A=Active, C=Completed, X=Canceled

*** Prior Year Payments**

PO Date	PO #	Stat	Change Ord#	Change Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib Amount	PO Amt
05/02/17	0000065093	C		05/03/2017	GRAFIX SYSTEMS	PRINTING SERVICES	Parking	39.5	00000.0	00000	79800	4550	6950000	16-17	685.24	
						05/02/2017	**0000065093**		**GRAFIX SYSTEMS**							**685.24**
05/03/17	0000065095	A		05/03/2017	PAUL N. GARDNER COMPANY, INC.	PLASTICS SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	03000	70200	4320	0900000	16-17	1,463.80	
								01.3	00000.0	03000	70200	6450	0900000	16-17	9,765.74	
						05/03/2017	**0000065095**		**PAUL N. GARDNER COMPANY, INC.**							**11,229.54**
05/03/17	0000065096	C		05/03/2017	BROWN, F. REED	REIMBURSEMENT	Oth Instr Sup Services	01.0	00000.0	00000	02520	4550	6190000	16-17	48.97	
						05/03/2017	**0000065096**		**BROWN, F. REED**							**48.97**
05/03/17	0000065097	C		05/03/2017	NAIMIE'S BEAUTY CENTER	LABORATORY SUPP/EQUIP	Theater	01.0	00000.0	00100	02520	4325	1055000	16-17	181.36	
						05/03/2017	**0000065097**		**NAIMIE'S BEAUTY CENTER**							**181.36**
05/03/17	0000065098	C		05/03/2017	ORR, SUSAN S.	CONSULTANTS	Oth Instr Sup Services	01.3	00000.0	04500	70200	5810	6190000	16-17	100.00	
						05/03/2017	**0000065098**		**ORR, SUSAN S.**							**100.00**
05/03/17	0000065099	C		05/03/2017	HOLDEN, MICHAEL	CONSULTANTS	Oth Instr Sup Services	01.3	00000.0	04500	70200	5810	6190000	16-17	100.00	
						05/03/2017	**0000065099**		**HOLDEN, MICHAEL**							**100.00**
05/03/17	0000065100	C		05/03/2017	BUDROVICH, NOELLE G.	CONSULTANTS	Oth Instr Sup Services	01.3	00000.0	04500	70200	5810	6190000	16-17	100.00	
						05/03/2017	**0000065100**		**BUDROVICH, NOELLE G.**							**100.00**
05/03/17	0000065101	C		05/03/2017	RODRIGUES, JEFFREY SCOTT	CONSULTANTS	Oth Instr Sup Services	01.3	00000.0	04500	70200	5810	6190000	16-17	100.00	
						05/03/2017	**0000065101**		**RODRIGUES, JEFFREY SCOTT**							**100.00**
05/03/17	0000065102	C		05/03/2017	TCB PRINTING	NON-INSTRUCTIONAL SUPPLIES	Parking	39.5	00000.0	00000	79800	4550	6950000	16-17	31.54	

PO Date	PO #	Stat	Change Ord#	Change Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib Amount	PO Amt
						05/03/2017	**0000065102**	**TCB PRINTING**								**31.54**
05/03/17	0000065103	C		05/03/2017	CURVATURE	MISCELLANEOUS	Physical Property-Related	41.1	00000.0	00002	73840	6450	7100000	16-17	2,740.50	
						05/03/2017	**0000065103**	**CURVATURE**								**2,740.50**
05/03/17	0000065104	C		05/04/2017	SUNSTATE EQUIPMENT CO.	RENTS/RENTALS	Building Maintenance-Re	01.0	00000.0	00000	04400	5610	6510000	16-17	459.24	
						05/03/2017	**0000065104**	**SUNSTATE EQUIPMENT CO.**								**459.24**
05/03/17	0000065105	C		05/04/2017	SOUTH COAST A.Q.M.D.	FEES, LICENSE	Building Maintenance-Re	01.0	00000.0	00000	04400	5810	6510000	16-17	125.47	
						05/03/2017	**0000065105**	**SOUTH COAST A.Q.M.D.**								**125.47**
05/03/17	0000065106	C		05/04/2017	SAFETY-KLEEN CORP	CONTRACTED SERVICES	Building Maint-Contracts	41.1	00000.0	00000	73830	5810	6511000	16-17	130.50	
						05/03/2017	**0000065106**	**SAFETY-KLEEN CORP**								**130.50**
05/03/17	0000065107	C		05/04/2017	ALL VALLEY HONEY AND BEE	CONTRACTED SERVICES	Grounds Maintenance-Re	01.0	00000.0	00000	04400	5810	6550000	16-17	625.00	
						05/03/2017	**0000065107**	**ALL VALLEY HONEY AND BEE**								**625.00**
05/03/17	0000065108	C		05/04/2017	SAL'S PLUMBING INC	CONTRACTED SERVICES	Building Maintenance-Re	01.0	00000.0	00000	04400	5810	6510000	16-17	2,991.05	
						05/03/2017	**0000065108**	**SAL'S PLUMBING INC**								**2,991.05**
05/04/17	0000065109	C		05/04/2017	PRESS TELEGRAM	ADVERTISING	Community Relations	01.0	00000.0	00000	03600	5830	6710000	16-17	771.00	
						05/04/2017	**0000065109**	**PRESS TELEGRAM**								**771.00**
05/04/17	0000065110	C		05/04/2017	NORTH STAR ELECTRONICS	NON-INSTRUCTIONAL SUPPLIES	AQMD	01.0	00000.0	00000	03700	6420	6594000	16-17	5,635.31	
						05/04/2017	**0000065110**	**NORTH STAR ELECTRONICS**								**5,635.31**
05/04/17	0000065111	C		05/18/2017	AMAZON	NON-INSTRUCTIONAL SUPPLIES	Parking	39.5	00000.0	00000	79800	4550	6950000	16-17	91.79	

PO Date	PO #	Stat	Change Ord#	Change Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib Amount	PO Amt
						05/04/2017	**0000065111**	**AMAZON**								**91.79**
05/04/17	0000065112	C		05/04/2017	FLINN SCIENTIFIC INC	LABORATORY SUPP/EQUIP	Physical Sciences	01.0	00000.0	00000	02570	6450	1951000	16-17	627.98	
						05/04/2017	**0000065112**	**FLINN SCIENTIFIC INC**								**627.98**
05/04/17	0000065113	C		05/04/2017	CONTROL TECHNOLOGIES	CONTRACTED SERVICES	Building Maintenance-Re	01.0	00000.0	00000	04400	5810	6510000	16-17	1,299.00	
						05/04/2017	**0000065113**	**CONTROL TECHNOLOGIES WEST, INC.**								**1,299.00**
05/04/17	0000065114	C		05/04/2017	B C DRAIN	CONTRACTED SERVICES	Building Maintenance-Re	01.0	00000.0	00000	04400	5810	6510000	16-17	202.50	
						05/04/2017	**0000065114**	**B C DRAIN**								**202.50**
05/04/17	0000065115	A	1	05/08/2017	HAWORTH, INC.	FURNITURE, OFFICE	Admissions	01.0	00000.0	00000	03800	6460	6225000	16-17	1,808.06	
						05/04/2017	**0000065115**	**HAWORTH, INC.**								**1,808.06**
05/04/17	0000065116	A		05/04/2017	GOLDEN STAR TECHNOLOGY INC.	COMPUTER SUPP/EQUIP	Admissions	01.0	00000.0	00100	03800	6420	6225000	16-17	3,897.96	
						05/04/2017	**0000065116**	**GOLDEN STAR TECHNOLOGY INC.**								**3,897.96**
05/04/17	0000065117	C	1	05/18/2017	AMAZON	NON-INSTRUCTIONAL SUPPLIES	Community Service Classes	39.2	00000.0	00000	02310	4550	6820000	16-17	378.29	
						05/04/2017	**0000065117**	**AMAZON**								**378.29**
05/04/17	0000065118	C		05/05/2017	DILLON, KATHLEEN	CONSULTANTS	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70260	5810	0900000	16-17	250.00	
						05/04/2017	**0000065118**	**DILLON, KATHLEEN**								**250.00**
05/04/17	0000065119	C		05/05/2017	RODRIGUEZ, CIRILO	CONSULTANTS	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70260	5810	0900000	16-17	500.00	
						05/04/2017	**0000065119**	**RODRIGUEZ, CIRILO**								**500.00**
05/04/17	0000065120	C		05/05/2017	ROBINSON, GREGORY A.	CONSULTANTS	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70260	5810	0900000	16-17	650.00	

PO Date	PO #	Stat	Change Ord#	Change Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib Amount	PO Amt
						05/04/2017	**0000065120**	**ROBINSON, GREGORY A.**								**650.00**
05/04/17	0000065121	C		05/05/2017	STANTON, MICHAEL	CONSULTANTS	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70260	5810	0900000	16-17	500.00	
						05/04/2017	**0000065121**	**STANTON, MICHAEL**								**500.00**
05/04/17	0000065122	C		05/05/2017	BOUVIER, PAM	CONSULTANTS	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70260	5810	0900000	16-17	1,000.00	
						05/04/2017	**0000065122**	**BOUVIER, PAM**								**1,000.00**
05/04/17	0000065123	C		05/04/2017	CALDERON, JENNIFER	CONSULTANTS	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70260	5810	0900000	16-17	180.00	
						05/04/2017	**0000065123**	**CALDERON, JENNIFER**								**180.00**
05/04/17	0000065124	C		05/04/2017	DUENAS, CRYSTAL	CONSULTANTS	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70260	5810	0900000	16-17	180.00	
						05/04/2017	**0000065124**	**DUENAS, CRYSTAL**								**180.00**
05/04/17	0000065125	C		05/04/2017	MARTINEZ, TONY ROBERT III	CONSULTANTS	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70260	5810	0900000	16-17	120.00	
						05/04/2017	**0000065125**	**MARTINEZ, TONY ROBERT III**								**120.00**
05/05/17	0000065126	A		05/05/2017	RAN GRAPHICS	NON-INSTRUCTIONAL SUPPLIES	Museums-Galleries	01.0	00000.0	00000	02520	4550	6140000	16-17	2,638.48	
						05/05/2017	**0000065126**	**RAN GRAPHICS**								**2,638.48**
05/05/17	0000065127	C		05/05/2017	QUIATCHON, AARON	CONSULTANTS	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70260	5810	0900000	16-17	120.00	
						05/05/2017	**0000065127**	**QUIATCHON, AARON**								**120.00**
05/05/17	0000065128	C		05/05/2017	THORMUDSEN, KURT	CONSULTANTS	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70260	5810	0900000	16-17	1,060.00	
						05/05/2017	**0000065128**	**THORMUDSEN, KURT**								**1,060.00**
05/05/17	0000065129	C		05/05/2017	EVENTS BY NOONAN	EQUIPMENT RENTAL/LEASE	Human Resources	01.3	00000.0	07002	73460	4550	6730000	16-17	2,245.38	

PO Date	PO #	Stat	Change Ord#	Change Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib Amount	PO Amt
						05/05/2017	**0000065129**	**EVENTS BY NOONAN**								**2,245.38**
05/05/17	0000065130	C		05/05/2017	GRIJALVA, TONI	OFFICE SUPPLIES	Human Resources	01.3	00000.0	07002	73460	4550	6730000	16-17	261.78	
						05/05/2017	**0000065130**	**GRIJALVA, TONI**								**261.78**
05/05/17	0000065131	C		05/20/2017	BANK OF AMERICA	CONFERENCE AND TRAVEL	Parking	39.5	00000.0	00000	79800	5210	6950000	16-17	299.00	
						05/05/2017	**0000065131**	**BANK OF AMERICA**								**299.00**
05/05/17	0000065132	C		05/05/2017	PALOMAR COLLEGE/TTIP	CONFERENCE AND TRAVEL	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70260	5210	0900000	16-17	500.00	
						05/05/2017	**0000065132**	**PALOMAR COLLEGE/TTIP SOUTH PROJECT**								**500.00**
05/05/17	0000065133	C		05/05/2017	ON COURSE CONFERENCE	CONFERENCE AND TRAVEL	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70260	5210	0900000	16-17	495.00	
						05/05/2017	**0000065133**	**ON COURSE CONFERENCE**								**495.00**
05/06/17	0000065134	C		05/20/2017	BANK OF AMERICA	NON-INSTRUCTIONAL SUPPLIES	Community Service Classes	39.2	00000.0	00000	02310	4550	6820000	16-17	122.32	
						05/06/2017	**0000065134**	**BANK OF AMERICA**								**122.32**
05/06/17	0000065136	C		05/08/2017	SPOT ON INTERPRETING	CONTRACTED SERVICES	Human Resources	01.0	00000.0	09000	05100	5810	6730000	16-17	320.00	
						05/06/2017	**0000065136**	**SPOT ON INTERPRETING SERVICES**								**320.00**
05/06/17	0000065137	C		05/08/2017	RISE INTERPRETING, INC.	CONTRACTED SERVICES	Human Resources	01.0	00000.0	09000	05100	5810	6730000	16-17	1,739.93	
						05/06/2017	**0000065137**	**RISE INTERPRETING, INC.**								**1,739.93**
05/06/17	0000065138	A		05/08/2017	PACIFIC COAST CABLING, INC.	CONTRACTED SERVICES	Human Resources	01.0	00000.0	09000	05100	6460	6730000	16-17	922.30	
						05/06/2017	**0000065138**	**PACIFIC COAST CABLING, INC.**								**922.30**
05/06/17	0000065139	A		05/08/2017	DIVERSIFIED BUSINESS SERVICES	NON-INSTRUCTIONAL SUPPLIES	Human Resources	01.3	00000.0	07002	73460	4550	6730000	16-17	492.15	

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						05/06/2017	**0000065139**	**DIVERSIFIED BUSINESS SERVICES**								**492.15**
05/06/17	0000065140	P		05/17/2017	AMAZON	OFFICE SUPPLIES	Human Resources	01.0	00000.0	00000	05100	4550	6730000	16-17	28.99	
						05/06/2017	**0000065140**	**AMAZON**								**28.99**
05/06/17	0000065141	C		05/08/2017	RAPHAEL, VALYNCIA C.	OFFICE SUPPLIES	Human Resources	01.3	00000.0	07005	73460	4550	6730000	16-17	182.48	
						05/06/2017	**0000065141**	**RAPHAEL, VALYNCIA C.**								**182.48**
05/06/17	0000065142	C		05/08/2017	KOUTROULIS, MATHEW	LICENSE/FEES	Center for Teaching	01.3	00000.0	01004	73460	5810	6195000	16-17	3,000.00	
						05/06/2017	**0000065142**	**KOUTROULIS, MATHEW**								**3,000.00**
05/06/17	0000065143	C		05/08/2017	POST UP STAND	ADVERTISING	Other Physical Sciences	01.3	00000.0	03004	73460	5830	1999000	16-17	515.35	
						05/06/2017	**0000065143**	**POST UP STAND**								**515.35**
05/06/17	0000065144	C		05/08/2017	ALL AMERICAN TROPHY	OFFICE SUPPLIES	Human Resources	01.3	00000.0	07002	73460	4550	6730000	16-17	316.46	
						05/06/2017	**0000065144**	**ALL AMERICAN TROPHY**								**316.46**
05/06/17	0000065145	C		05/08/2017	SPOT ON INTERPRETING	CONTRACTED SERVICES	Human Resources	01.0	00000.0	09000	05100	5810	6730000	16-17	240.00	
						05/06/2017	**0000065145**	**SPOT ON INTERPRETING SERVICES**								**240.00**
05/06/17	0000065146	C		05/09/2017	HIKARI TAIKO DRUMMERS	CONTRACTED SERVICES	Human Resources	01.3	00000.0	07002	73460	5810	6730000	16-17	100.00	
						05/06/2017	**0000065146**	**HIKARI TAIKO DRUMMERS ASSOCIATION OF**								**100.00**
05/06/17	0000065147	C		05/09/2017	CERRITOS FOLK DANCERS	CONTRACTED SERVICES	Human Resources	01.3	00000.0	07002	73460	5810	6730000	16-17	100.00	
						05/06/2017	**0000065147**	**CERRITOS FOLK DANCERS**								**100.00**
05/06/17	0000065148	C		05/08/2017	BALLOON WONDERLAND	OFFICE SUPPLIES	Human Resources	01.3	00000.0	07002	73460	4550	6730000	16-17	478.50	

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						05/06/2017	**0000065148**	**BALLOON WONDERLAND**								**478.50**
05/06/17	0000065149	A		05/08/2017	B & H PHOTO VIDEO	OFFICE SUPPLIES	iFalcon	01.3	00000.0	03001	73460	4550	6194000	16-17	3,823.01	
						05/06/2017	**0000065149**	**B & H PHOTO VIDEO**								**3,823.01**
05/06/17	0000065150	C		05/08/2017	SPOT ON INTERPRETING	CONTRACTED SERVICES	Human Resources	01.0	00000.0	09000	05100	5810	6730000	16-17	160.00	
						05/06/2017	**0000065150**	**SPOT ON INTERPRETING SERVICES**								**160.00**
05/06/17	0000065151	C		05/09/2017	CHOI, SCARLETT	CONTRACTED SERVICES	Human Resources	01.3	00000.0	07002	73460	4550	6730000	16-17	100.00	
						05/06/2017	**0000065151**	**CHOI, SCARLETT**								**100.00**
05/06/17	0000065152	C		05/09/2017	CHINESE CULTURE ASSOCIATION OF SC	CONTRACTED SERVICES	Human Resources	01.3	00000.0	07002	73460	4550	6730000	16-17	100.00	
						05/06/2017	**0000065152**	**CHINESE CULTURE ASSOCIATION OF SC**								**100.00**
05/06/17	0000065153	C		05/08/2017	TOTAL RECALL CAPTIONING, INC.	CONTRACTED SERVICES	Human Resources	01.0	00000.0	09000	05100	5810	6730000	16-17	2,940.00	
						05/06/2017	**0000065153**	**TOTAL RECALL CAPTIONING, INC.**								**2,940.00**
05/06/17	0000065154	C		05/08/2017	ALL AMERICAN TROPHY	OFFICE SUPPLIES	Human Resources	01.3	00000.0	07002	73460	4550	6730000	16-17	47.31	
						05/06/2017	**0000065154**	**ALL AMERICAN TROPHY**								**47.31**
05/06/17	0000065155	P		05/17/2017	AMAZON	OFFICE SUPPLIES	Human Resources	01.3	00000.0	07002	73460	4550	6730000	16-17	886.80	
						05/06/2017	**0000065155**	**AMAZON**								**886.80**
05/06/17	0000065156	P		05/17/2017	AMAZON	OFFICE SUPPLIES	Human Resources	01.3	00000.0	07002	73460	4550	6730000	16-17	499.50	
						05/06/2017	**0000065156**	**AMAZON**								**499.50**
05/06/17	0000065157	C		05/09/2017	GOUNI, SREEJA	CONTRACTED SERVICES	Human Resources	01.3	00000.0	07002	73460	5810	6730000	16-17	100.00	

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						05/06/2017	**0000065157**	**GOUNI, SREEJA**								**100.00**
05/06/17	0000065158	C		05/08/2017	SPOT ON INTERPRETING	CONTRACTED SERVICES	Human Resources	01.0	00000.0	09000	05100	5810	6730000	16-17	600.00	
						05/06/2017	**0000065158**	**SPOT ON INTERPRETING SERVICES**								**600.00**
05/06/17	0000065159	C		05/22/2017	GEORGE'S GREEK CAFE	NON-INSTRUCTIONAL SUPPLIES	Staff Development	01.0	00000.0	00000	05100	4550	6750000	16-17	4,197.68	
						05/06/2017	**0000065159**	**GEORGE'S GREEK CAFE**								**4,197.68**
05/06/17	0000065160	C		05/08/2017	Busuego,Jason Ray Mago	CONTRACTED SERVICES	Human Resources	01.3	00000.0	07002	73460	5810	6730000	16-17	375.00	
						05/06/2017	**0000065160**	**Busuego,Jason Ray Mago**								**375.00**
05/06/17	0000065161	C		05/09/2017	OVALLE, JOSE	CONTRACTED SERVICES	Human Resources	01.3	00000.0	07002	73460	5810	6730000	16-17	375.00	
						05/06/2017	**0000065161**	**OVALLE, JOSE**								**375.00**
05/06/17	0000065162	C		05/09/2017	MENDOZA, WENDY ITZEL	CONTRACTED SERVICES	Human Resources	01.3	00000.0	07002	73460	5810	6730000	16-17	375.00	
						05/06/2017	**0000065162**	**MENDOZA, WENDY ITZEL**								**375.00**
05/06/17	0000065163	C		05/09/2017	MACIAS, ELENA	CONTRACTED SERVICES	Human Resources	01.3	00000.0	07002	73460	5810	6730000	16-17	500.00	
						05/06/2017	**0000065163**	**MACIAS, ELENA**								**500.00**
05/06/17	0000065164	A		05/08/2017	SPOT ON INTERPRETING	CONTRACTED SERVICES	Human Resources	01.0	00000.0	09000	05100	5810	6730000	16-17	160.00	
						05/06/2017	**0000065164**	**SPOT ON INTERPRETING SERVICES**								**160.00**
05/08/17	0000065165	C		05/08/2017	ROSENBLATT, STEPHANIE	MISCELLANEOUS	Fiscal Operations	01.0	00000.0	00000	04100	4550	6720000	16-17	180.93	
						05/08/2017	**0000065165**	**ROSENBLATT, STEPHANIE**								**180.93**
05/08/17	0000065166	A		05/08/2017	DIVERSIFIED BUSINESS SERVICES	NON-INSTRUCTIONAL SUPPLIES	Human Resources	01.3	00000.0	07002	73460	4550	6730000	16-17	4,006.47	

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						05/08/2017	**0000065166**	**DIVERSIFIED BUSINESS SERVICES**								**4,006.47**
05/08/17	0000065167	C		05/08/2017	MacDEVITT, JAMES	REIMBURSEMENT	Museums-Galleries	01.0	00000.0	00000	02520	4550	6140000	16-17	545.64	
						05/08/2017	**0000065167**	**MacDEVITT, JAMES**								**545.64**
05/08/17	0000065168	A		05/08/2017	PACIFIC COAST CABLING, INC.	MISCELLANEOUS	Interdisciplinary Studies	39.1	00000.0	00000	79880	5810	4900000	16-17	3,838.37	
						05/08/2017	**0000065168**	**PACIFIC COAST CABLING, INC.**								**3,838.37**
05/08/17	0000065169	A		05/08/2017	BRANSON'S TOWING	MISCELLANEOUS	Parking	39.5	00000.0	00000	79800	4550	6950000	16-17	79.00	
						05/08/2017	**0000065169**	**BRANSON'S TOWING**								**79.00**
05/08/17	0000065170	C		05/08/2017	CITY OF LAKEWOOD	CONFERENCE AND TRAVEL	General Administration	01.0	00000.0	00100	01200	5210	6006000	16-17	18.00	
						05/08/2017	**0000065170**	**CITY OF LAKEWOOD**								**18.00**
05/08/17	0000065172	C		05/08/2017	FRED PRYOR SEMINARS	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	00000	72003	5210	6190000	16-17	99.00	
						05/08/2017	**0000065172**	**FRED PRYOR SEMINARS**								**99.00**
05/08/17	0000065173	A		05/08/2017	CAL POLY POMONA FOUNDATION, INC.	CONFERENCE AND TRAVEL	District	01.3	00000.0	00000	00000	9330	0000000	16-17	4,305.00	
						05/08/2017	**0000065173**	**CAL POLY POMONA FOUNDATION, INC.**								**4,305.00**
05/08/17	0000065174	A	1	05/09/2017	CAL POLY POMONA FOUNDATION, INC.	CONFERENCE AND TRAVEL	District	01.3	00000.0	00000	00000	9330	0000000	16-17	2,550.00	
						05/08/2017	**0000065174**	**CAL POLY POMONA FOUNDATION, INC.**								**2,550.00**
05/08/17	0000065175	A		05/09/2017	CAL POLY POMONA FOUNDATION, INC.	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	01000	71646	5210	6190000	16-17	4,305.00	
						05/08/2017	**0000065175**	**CAL POLY POMONA FOUNDATION, INC.**								**4,305.00**
05/09/17	0000065176	C		05/09/2017	HOGUE, KATHY	NON-INSTRUCTIONAL SUPPLIES	Oth Instr Sup Services	01.3	00000.0	00000	70200	4550	6190000	16-17	460.78	

Stat: P=Pending, A=Active, C=Completed, X=Canceled

*** Prior Year Payments**

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						05/09/2017	**0000065176**	**HOGUE, KATHY**								**460.78**
05/09/17	0000065177	C		05/09/2017	RACHEL SAMARIN	COMPUTER LOAN PROGRAM	District	01.0	00000.0	00000	00000	9181	0000000	16-17	1,962.49	
						05/09/2017	**0000065177**	**RACHEL SAMARIN**								**1,962.49**
05/09/17	0000065178	A		05/10/2017	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Business-Commerce	01.3	00000.0	00000	71600	6450	0501000	16-17	15,512.06	
						05/09/2017	**0000065178**	**GOLDEN STAR TECHNOLOGY INC.**								**15,512.06**
05/09/17	0000065179	A		05/10/2017	SAV ON INTERNATIONAL	MISCELLANEOUS	Business-Commerce	01.3	00000.0	00000	71600	6450	0501000	16-17	2,107.50	
						05/09/2017	**0000065179**	**SAV ON INTERNATIONAL FIXTURE CO., INC.**								**2,107.50**
05/09/17	0000065180	A		05/09/2017	PACIFIC COAST CABLING, INC.	MISCELLANEOUS	Instructional Office	01.0	00000.0	00000	02110	6460	6016000	16-17	807.07	
						05/09/2017	**0000065180**	**PACIFIC COAST CABLING, INC.**								**807.07**
05/09/17	0000065181	X	1	05/17/2017	AMERICAN TECHNICAL	BOOKS	Eng and Rel Tech (Ind Tech)	01.3	00000.0	04700	70200	4320	0900000	16-17	391.50	
						05/09/2017	**0000065181**	**AMERICAN TECHNICAL PUBLISHERS**								**391.50**
05/09/17	0000065182	C		05/09/2017	RAN GRAPHICS	ADVERTISING	Oth Instr Sup Services	01.3	00000.0	02321	72000	4550	6190000	16-17	342.25	
						05/09/2017	**0000065182**	**RAN GRAPHICS**								**342.25**
05/09/17	0000065183	C		05/09/2017	NASFAA	MISCELLANEOUS	Financial Aid Administration	01.3	00000.0	00000	71120	5310	6460000	16-17	3,439.00	
						05/09/2017	**0000065183**	**NASFAA**								**3,439.00**
05/09/17	0000065184	A		05/09/2017	SHERATON DALLAS HOTEL	HOTELS	District	01.0	00000.0	00000	00000	9330	0000000	16-17	880.60	
						05/09/2017	**0000065184**	**SHERATON DALLAS HOTEL**								**880.60**
05/09/17	0000065185	A		05/10/2017	RAN GRAPHICS	PRINTING SERVICES	Instructional Office	01.0	00000.0	00000	02100	4390	6016000	16-17	7,210.13	

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						05/09/2017	**0000065185**	**RAN GRAPHICS**								**7,210.13**
05/09/17	0000065186	C		05/10/2017	SCANTRON CORPORATION	TEST/TEST MATERIALS	Instructional Office	01.0	00000.0	00000	02100	4320	6016000	16-17	118.39	
						05/09/2017	**0000065186**	**SCANTRON CORPORATION**								**118.39**
05/09/17	0000065187	C		05/10/2017	SIXTEENTH CENTURY JOURNAL	SUBSCRIPTIONS	Library	01.0	00000.0	00000	02220	6321	6120000	16-17	100.00	
						05/09/2017	**0000065187**	**SIXTEENTH CENTURY JOURNAL**								**100.00**
05/09/17	0000065188	C		05/10/2017	THE HISPANIC OUTLOOK IN HIGHER	SUBSCRIPTIONS	Library	01.0	00000.0	00000	02220	6321	6120000	16-17	50.00	
						05/09/2017	**0000065188**	**THE HISPANIC OUTLOOK IN HIGHER EDUCATION**								**50.00**
05/09/17	0000065189	C		05/10/2017	SPRINGSHARE LLC	SUBSCRIPTIONS	Library	01.0	00000.0	00000	02220	6321	6120000	16-17	557.00	
						05/09/2017	**0000065189**	**SPRINGSHARE LLC**								**557.00**
05/09/17	0000065190	C		05/10/2017	INFOBASE LEARNING	SUBSCRIPTIONS	Library	01.0	00000.0	00000	02220	6321	6120000	16-17	1,038.96	
						05/09/2017	**0000065190**	**INFOBASE LEARNING**								**1,038.96**
05/09/17	0000065191	A		05/10/2017	CONCORDANCE HEALTHCARE	INSTRUCTIONAL SUPPLIES	Medical Assisting	01.0	00000.0	00000	02530	4325	1208000	16-17	217.68	
						05/09/2017	**0000065191**	**CONCORDANCE HEALTHCARE SOLUTIONS**								**217.68**
05/09/17	0000065192	A		05/10/2017	CONCORDANCE HEALTHCARE	INSTRUCTIONAL SUPPLIES	Nursing	01.0	00000.0	00000	02530	4325	1230000	16-17	524.20	
						05/09/2017	**0000065192**	**CONCORDANCE HEALTHCARE SOLUTIONS**								**524.20**
05/09/17	0000065193	A		05/10/2017	CONCORDANCE HEALTHCARE	INSTRUCTIONAL SUPPLIES	Pharmacy Technician	01.0	00000.0	00000	02530	4325	1221000	16-17	221.84	
						05/09/2017	**0000065193**	**CONCORDANCE HEALTHCARE SOLUTIONS**								**221.84**
05/09/17	0000065194	A		05/10/2017	INTEGRATED INTERIORS, INC.	CONTRACTED SERVICES	Building Maintenance-Re	41.0	00000.0	00000	71016	5810	6510000	16-17	7,395.00	

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						05/09/2017	**0000065194**	**INTEGRATED INTERIORS, INC.**								**7,395.00**
05/09/17	0000065195	C		05/13/2017	OFFICE DEPOT/BUSINESS	MISCELLANEOUS	Accounting & Payroll	01.0	00000.0	00000	04200	4550	6725000	16-17	271.86	
						05/09/2017	**0000065195**	**OFFICE DEPOT/BUSINESS SVCS DIV**								**271.86**
05/10/17	0000065196	C		05/10/2017	COMMUNITY COLLEGE FACILITY	ASSOCIATIONS/MEMBERSHIPS	Fiscal Operations	01.0	00000.0	00000	04200	5310	6721000	16-17	1,155.00	
						05/10/2017	**0000065196**	**COMMUNITY COLLEGE FACILITY COALITION**								**1,155.00**
05/10/17	0000065197	A		05/10/2017	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Business-Commerce	01.3	00000.0	00000	71600	6450	0501000	16-17	12,575.70	
						05/10/2017	**0000065197**	**GOLDEN STAR TECHNOLOGY INC.**								**12,575.70**
05/10/17	0000065198	C		05/10/2017	PARKER & COVERT, L.L.P.	LEGAL SERVICES	Student Personnel	01.0	00000.0	00000	03100	5730	6450000	16-17	1,608.26	
							Fiscal Operations	01.0	00000.0	00000	04100	5730	6720000	16-17	787.50	
							Human Resources	01.0	00000.0	00100	05100	5730	6730000	16-17	8,973.00	
						05/10/2017	**0000065198**	**PARKER & COVERT, L.L.P.**								**11,368.76**
05/10/17	0000065199	A		05/10/2017	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Business-Commerce	01.3	00000.0	00000	71600	6450	0501000	16-17	14,976.94	
						05/10/2017	**0000065199**	**GOLDEN STAR TECHNOLOGY INC.**								**14,976.94**
05/10/17	0000065200	C		05/20/2017	BANK OF AMERICA	CONFERENCE AND TRAVEL	Health Services	69.0	00000.0	00000	03310	5210	6440000	16-17	150.00	
						05/10/2017	**0000065200**	**BANK OF AMERICA**								**150.00**
05/10/17	0000065201	C		05/10/2017	CALIFORNIA BOILER	CONTRACTED SERVICES	Building Maintenance-Re	01.0	00000.0	00000	04400	5810	6510000	16-17	7,429.78	
						05/10/2017	**0000065201**	**CALIFORNIA BOILER**								**7,429.78**
05/10/17	0000065202	C		05/10/2017	BUDGET RENT A CAR	RENTS/RENTALS	Fine & Applied Arts	01.0	00000.0	00100	04400	5610	1051000	16-17	164.11	

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05/10/17	0000065202	C		05/10/2017	BUDGET RENT A CAR	RENTS/RENTALS	Student Personnel	01.0	00000.0	00100	04400	5610	6450000	16-17	428.94	
						05/10/2017	**0000065202**	**BUDGET RENT A CAR**								**593.05**
05/11/17	0000065203	C		05/12/2017	JOHNSON, STEPHEN	NON-INSTRUCTIONAL SUPPLIES	Matriculation-Stdnt Assessment	01.3	00000.0	00000	71110	4550	6320000	16-17	260.00	
						05/11/2017	**0000065203**	**JOHNSON, STEPHEN**								**260.00**
05/11/17	0000065204	C		05/12/2017	JUNTILLA, TIMOTHY	REIMBURSEMENT	Scholars' Honors Program	01.0	00000.0	00000	02100	4320	6197000	16-17	250.00	
						05/11/2017	**0000065204**	**JUNTILLA, TIMOTHY**								**250.00**
05/11/17	0000065205	A		05/12/2017	CALIFORNIA COMMUNITY	NON-INSTRUCTIONAL SUPPLIES	Matriculation-Stdnt Assessment	01.3	00000.0	00000	71110	4550	6320000	16-17	27.19	
						05/11/2017	**0000065205**	**CALIFORNIA COMMUNITY COLLEGE LEAGUE**								**27.19**
05/11/17	0000065206	C		05/12/2017	FRANTONE'S PIZZA	FOOD PRODUCTS	Foster Care	01.3	00000.0	00000	75900	4550	1305700	16-17	90.70	
						05/11/2017	**0000065206**	**FRANTONE'S PIZZA**								**90.70**
05/11/17	0000065207	A		05/11/2017	4IMPRINT	NON-INSTRUCTIONAL SUPPLIES	Foster Care	01.3	00000.0	00000	75900	4550	1305700	16-17	404.98	
						MISCELLANEOUS		01.3	00000.0	00000	75900	4550	1305700	16-17	64.80	
						05/11/2017	**0000065207**	**4IMPRINT**								**469.78**
05/11/17	0000065208	A		05/12/2017	CERRITOS COLLEGE FOUNDATION, THE	OFFICE SUPPLIES	Management Information	01.3	00000.0	00000	70006	4550	6780000	16-17	450.00	
						05/11/2017	**0000065208**	**CERRITOS COLLEGE FOUNDATION, THE**								**450.00**
05/11/17	0000065209	C		05/12/2017	CALIFORNIA COMMUNITY	OPEN1	Oth Instr Sup Services	01.3	00000.0	03300	72600	7530	6190000	16-17	975.00	
						05/11/2017	**0000065209**	**CALIFORNIA COMMUNITY COLLEGES CALWORKS**								**975.00**
05/11/17	0000065210	A		05/11/2017	PACIFIC COAST CABLING, INC.	NON-INSTRUCTIONAL SUPPLIES	Counseling	01.3	00000.0	00000	71200	6460	6300000	16-17	189.44	

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						05/11/2017	**0000065210**	**PACIFIC COAST CABLING, INC.**								**189.44**
05/12/17	0000065211	P		05/12/2017	AMAZON	BOOKS	General Administration	01.0	00000.0	00000	01200	4550	6006000	16-17	149.25	
						05/12/2017	**0000065211**	**AMAZON**								**149.25**
05/12/17	0000065212	C		05/17/2017	BELLFLOWER CHAMBER/	MEMBERSHIPS	Fiscal Operations	01.0	00000.0	00000	04200	5310	6721000	16-17	315.00	
						05/12/2017	**0000065212**	**BELLFLOWER CHAMBER/ COMMERCE**								**315.00**
05/12/17	0000065213	C		05/17/2017	ABC EDUCATION FOUNDATION	MISCELLANEOUS	General Administration	01.0	00000.0	00100	01200	5210	6006000	16-17	500.00	
						05/12/2017	**0000065213**	**ABC EDUCATION FOUNDATION**								**500.00**
05/13/17	0000065214	C		05/13/2017	DOWNEY HIGH SCHOOL	BUSES	School Relations	01.0	00000.0	00000	03320	4550	6493000	16-17	300.00	
						05/13/2017	**0000065214**	**DOWNEY HIGH SCHOOL**								**300.00**
05/13/17	0000065215	A		05/24/2017	AIRWOLF 3D	CONTRACTED SERVICES	Division Office	39.3	00000.0	00000	74320	5810	0951000	16-17	5,054.45	
						MISCELLANEOUS		39.3	00000.0	00000	74320	5810	0951000	16-17	-4,358.53	
						05/13/2017	**0000065215**	**AIRWOLF 3D**								**695.92**
05/13/17	0000065216	A		05/15/2017	BEST BUY GOV LLC	AUDIOVISUAL SUPP/EQUIP	CIS	01.3	00000.0	04100	70200	6450	0700000	16-17	3,474.65	
						05/13/2017	**0000065216**	**BEST BUY GOV LLC**								**3,474.65**
05/13/17	0000065217	C		05/15/2017	RODRIGUEZ, JC	CONSULTANTS	Oth Instr Sup Services	01.3	00000.0	04300	70200	5810	6190000	16-17	250.00	
						05/13/2017	**0000065217**	**RODRIGUEZ, JC**								**250.00**
05/13/17	0000065218	C		05/15/2017	RODRIGUEZ CAMPOS, IVAN	CONSULTANTS	Oth Instr Sup Services	01.3	00000.0	04300	70200	5810	6190000	16-17	250.00	
						05/13/2017	**0000065218**	**RODRIGUEZ CAMPOS, IVAN PETER**								**250.00**

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05/13/17	0000065219	C		05/15/2017	TEXTHELP SYSTEMS INC.	SOFTWARE	Disabled Students	01.3	00000.0	00000	79000	6310	6420000	16-17	1,250.00	
						05/13/2017	**0000065219**	**TEXTHELP SYSTEMS INC.**								**1,250.00**
05/13/17	0000065220	C		05/15/2017	THEATRE SERVICES, INC.	RENTS/RENTALS	Theater	01.0	00000.0	00000	02520	5610	1055000	16-17	590.00	
						05/13/2017	**0000065220**	**THEATRE SERVICES, INC.**								**590.00**
05/13/17	0000065221	C		05/15/2017	RODGER'S CATERING	FOOD PRODUCTS	Oth Instr Sup Services	01.3	00000.0	79000	73330	4550	6190000	16-17	60.29	
						05/13/2017	**0000065221**	**RODGER'S CATERING**								**60.29**
05/13/17	0000065222	A		05/15/2017	BRANSON'S TOWING	MISCELLANEOUS	Parking	39.5	00000.0	00000	79800	4550	6950000	16-17	56.00	
						05/13/2017	**0000065222**	**BRANSON'S TOWING**								**56.00**
05/13/17	0000065223	A		05/15/2017	APPLE INC	COMPUTER SUPP/EQUIP	Center for Teaching	01.3	00000.0	01004	73460	6450	6195000	16-17	4,738.84	
						05/13/2017	**0000065223**	**APPLE INC**								**4,738.84**
05/13/17	0000065224	A		05/15/2017	RODGER'S CATERING	OFFICE SUPPLIES	Center for Teaching	01.3	00000.0	01004	73460	4550	6195000	16-17	636.56	
						05/13/2017	**0000065224**	**RODGER'S CATERING**								**636.56**
05/13/17	0000065225	C		05/15/2017	FRANTONE'S PIZZA	FOOD PRODUCTS	Foster Care	39.6	00000.0	00000	76510	4550	1305700	16-17	143.20	
						05/13/2017	**0000065225**	**FRANTONE'S PIZZA**								**143.20**
05/13/17	0000065226	A		05/15/2017	4IMPRINT	NON-INSTRUCTIONAL SUPPLIES	Community Service Classes	39.2	00000.0	00000	02310	4550	6820000	16-17	948.04	
						05/13/2017	**0000065226**	**4IMPRINT**								**948.04**
05/13/17	0000065227	C		05/15/2017	GRIJALVA, TONI	NON-INSTRUCTIONAL SUPPLIES	Community Relations	01.0	00000.0	00000	03600	4550	6710000	16-17	56.64	
						05/13/2017	**0000065227**	**GRIJALVA, TONI**								**56.64**

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05/15/17	0000065228	A		05/15/2017	RODGER'S CATERING	NON-INSTRUCTIONAL SUPPLIES	Auxiliary Operations	01.3	00000.0	00000	71200	4550	7000000	16-17	3,117.05	
						05/15/2017	**0000065228**		**RODGER'S CATERING**							**3,117.05**
05/15/17	0000065229	C		05/15/2017	PAGE, ELIZABETH	FOOD SERVICES SUPP/EQUIP	Oth Instr Sup Services	01.3	00000.0	79000	73330	4550	6190000	16-17	270.00	
						05/15/2017	**0000065229**		**PAGE, ELIZABETH**							**270.00**
05/15/17	0000065230	A	2	06/05/2017	TCB PRINTING	NON-INSTRUCTIONAL SUPPLIES	Academic Administration	01.3	00000.0	00000	72800	4550	6010000	16-17	31.54	
						05/15/2017	**0000065230**		**TCB PRINTING**							**31.54**
05/15/17	0000065231	C		05/15/2017	RODGER'S CATERING	FOOD SERVICES SUPP/EQUIP	Oth Instr Sup Services	01.3	00000.0	79000	73330	4550	6190000	16-17	71.17	
						05/15/2017	**0000065231**		**RODGER'S CATERING**							**71.17**
05/15/17	0000065232	C		05/15/2017	PACIFIC COAST CABLING, INC.	COMPUTER SUPP/EQUIP	Disabled Students	01.3	00000.0	00000	79000	6310	6420000	16-17	2,313.47	
						05/15/2017	**0000065232**		**PACIFIC COAST CABLING, INC.**							**2,313.47**
05/15/17	0000065233	C		05/15/2017	RODGER'S CATERING	FOOD SERVICES SUPP/EQUIP	Oth Instr Sup Services	01.3	00000.0	79000	73330	4550	6190000	16-17	71.17	
						05/15/2017	**0000065233**		**RODGER'S CATERING**							**71.17**
05/15/17	0000065234	P		05/15/2017	BANK OF AMERICA	TOYS AND GAMES	Child Development	01.3	00000.0	00000	70770	4320	6920000	16-17	249.00	
						05/15/2017	**0000065234**		**BANK OF AMERICA**							**249.00**
05/15/17	0000065235	C		05/15/2017	WAXIE SANITARY SUPPLY	REPAIRS - OTHER	Health Professions	01.0	00000.0	00000	02530	5630	1201000	16-17	418.95	
						05/15/2017	**0000065235**		**WAXIE SANITARY SUPPLY**							**418.95**
05/15/17	0000065236	C		05/15/2017	INDUSTRIAL ELECTRICAL	REPAIRS - OTHER	Health Professions	01.0	00000.0	00000	02530	5630	1201000	16-17	461.50	
						05/15/2017	**0000065236**		**INDUSTRIAL ELECTRICAL SERVICE**							**461.50**

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05/15/17	0000065237	C		05/15/2017	STAPLES ADVANTAGE	FIRST AID SUPP/EQUIP	Child Development	01.3	00000.0	00000	70780	4550	6920000	16-17	69.43	
						05/15/2017	**0000065237**	**STAPLES ADVANTAGE**								**69.43**
05/16/17	0000065238	A		05/17/2017	CONCEPTUAL MARKETING	MISCELLANEOUS	Financial Aid Administration	01.3	00000.0	00000	71120	5830	6460000	16-17	371.69	
						05/16/2017	**0000065238**	**CONCEPTUAL MARKETING**								**371.69**
05/16/17	0000065239	C		05/16/2017	FISHER, CHELENA	MISCELLANEOUS	Counseling	01.3	00000.0	03010	73460	4550	6300000	16-17	107.23	
						05/16/2017	**0000065239**	**FISHER, CHELENA**								**107.23**
05/16/17	0000065240	A		05/17/2017	PROMO DIRECT	MISCELLANEOUS	Counseling	01.3	00000.0	03010	73460	4550	6300000	16-17	2,809.76	
						05/16/2017	**0000065240**	**PROMO DIRECT**								**2,809.76**
05/16/17	0000065241	A		05/17/2017	TCB PRINTING	NON-INSTRUCTIONAL SUPPLIES	Parking	39.5	00000.0	00000	79800	4550	6950000	16-17	31.54	
						05/16/2017	**0000065241**	**TCB PRINTING**								**31.54**
05/16/17	0000065242	A		05/17/2017	SHERATON CERRITOS HOTEL	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	00000	72004	5810	6190000	16-17	19,993.46	
						05/16/2017	**0000065242**	**SHERATON CERRITOS HOTEL**								**19,993.46**
05/16/17	0000065243	A		05/17/2017	CAROLINA BIOLOGICAL SUPPLY	NON-INSTRUCTIONAL SUPPLIES	Community Service Classes	39.2	00000.0	00000	02310	4550	6820000	16-17	836.93	
						05/16/2017	**0000065243**	**CAROLINA BIOLOGICAL SUPPLY**								**836.93**
05/16/17	0000065244	A		05/17/2017	CONCEPTUAL MARKETING	MISCELLANEOUS	Financial Aid Administration	01.3	00000.0	00000	71120	4550	6460000	16-17	2,116.04	
						05/16/2017	**0000065244**	**CONCEPTUAL MARKETING**								**2,116.04**
05/16/17	0000065245	C		05/16/2017	RAMIREZ, YESENIA	MISCELLANEOUS	Financial Aid Administration	01.3	00000.0	00000	71120	4550	6460000	16-17	73.36	
						05/16/2017	**0000065245**	**RAMIREZ, YESENIA**								**73.36**

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05/16/17	0000065246	A		05/17/2017	GOLDEN STAR TECHNOLOGY INC.	COMPUTER SUPP/EQUIP	CIS	01.3	00000.0	04100	70200	4320	0700000	16-17	3,286.31	
						05/16/2017	**0000065246**	**GOLDEN STAR TECHNOLOGY INC.**								**3,286.31**
05/16/17	0000065247	C		05/16/2017	TALON MARKS	OPEN1	Oth Instr Sup Services	01.3	00000.0	00000	75720	5830	6190000	16-17	25.00	
						05/16/2017	**0000065247**	**TALON MARKS**								**25.00**
05/16/17	0000065248	C		05/16/2017	PAZ, RICARDO	OPEN1	Oth Instr Sup Services	01.3	00000.0	03300	72600	4550	6190000	16-17	277.95	
						05/16/2017	**0000065248**	**PAZ, RICARDO**								**277.95**
05/16/17	0000065249	C		05/17/2017	CRANIUM CAFE, LLC	MISCELLANEOUS	Counseling	01.3	00000.0	00000	73400	5810	6300000	16-17	18,750.00	
						05/16/2017	**0000065249**	**CRANIUM CAFE, LLC**								**18,750.00**
05/16/17	0000065250	C		05/16/2017	ROBBINS SMITH, PATRICIA	NON-INSTRUCTIONAL SUPPLIES	Community Service Classes	39.2	00000.0	00000	02310	4550	6820000	16-17	123.15	
						05/16/2017	**0000065250**	**ROBBINS SMITH, PATRICIA**								**123.15**
05/16/17	0000065251	P		05/18/2017	AMAZON	COMPUTER SUPP/EQUIP	CIS	01.3	00000.0	04100	70200	4320	0700000	16-17	51.96	
						05/16/2017	**0000065251**	**AMAZON**								**51.96**
05/17/17	0000065252	A		05/17/2017	BAYSHORE BUILDING	CONTRACTED SERVICES	Building Maintenance-Re	41.0	00000.0	00000	71016	5810	6510000	16-17	2,095.00	
						05/17/2017	**0000065252**	**BAYSHORE BUILDING INTERIORS, INC.**								**2,095.00**
05/17/17	0000065253	C		05/17/2017	PNV	MISCELLANEOUS	Child Development	39.8	00000.0	00000	77530	4550	6920000	16-17	357.50	
						05/17/2017	**0000065253**	**PNV**								**357.50**
05/17/17	0000065254	C		05/17/2017	SCHOLASTIC BOOKS FAIR	BOOKS	Child Development	01.3	00000.0	00000	70770	4320	6920000	16-17	505.76	
						05/17/2017	**0000065254**	**SCHOLASTIC BOOKS FAIR**								**505.76**

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05/17/17	0000065255	C		05/17/2017	KEENAN & ASSOCIATES	MISCELLANEOUS	Fiscal Operations	01.0	00000.0	00100	04100	5420	6720000	16-17	889.99	
						05/17/2017	**0000065255**	**KEENAN & ASSOCIATES**								**889.99**
05/17/17	0000065256	C		05/17/2017	KEENAN & ASSOCIATES	MISCELLANEOUS	Fiscal Operations	01.0	00000.0	00100	04100	5420	6720000	16-17	18,705.00	
						05/17/2017	**0000065256**	**KEENAN & ASSOCIATES**								**18,705.00**
05/17/17	0000065257	C		05/17/2017	METROPOLITAN TRANSPORTATION	CONTRACTED SERVICES	Oth Instr Sup Services	01.3	00000.0	00000	76615	5810	6190000	16-17	23,000.00	
						05/17/2017	**0000065257**	**METROPOLITAN TRANSPORTATION AUTHORITY**								**23,000.00**
05/17/17	0000065258	C		05/17/2017	FOLLETT BOOKSTORE #603	MISCELLANEOUS	Board of Trustees	01.0	00000.0	00000	01100	4550	6005000	16-17	570.94	
						05/17/2017	**0000065258**	**FOLLETT BOOKSTORE #603**								**570.94**
05/17/17	0000065259	A		05/17/2017	RAN GRAPHICS	MISCELLANEOUS	Women's Studies	01.0	00000.0	00000	02540	5830	2201100	16-17	143.44	
							Letters	01.0	00000.0	00000	02550	4320	1551000	16-17	143.44	
						05/17/2017	**0000065259**	**RAN GRAPHICS**								**286.88**
05/17/17	0000065260	P		05/17/2017	BANK OF AMERICA	CONFERENCE AND TRAVEL	Board of Trustees	01.0	00000.0	02100	01100	5210	6005000	16-17	1,170.00	
						05/17/2017	**0000065260**	**BANK OF AMERICA**								**1,170.00**
05/17/17	0000065261	C		05/17/2017	CERRITOS COLLEGE FOUNDATION, THE	MISCELLANEOUS	Counseling	01.3	00000.0	03010	73460	5210	6300000	16-17	50.00	
						05/17/2017	**0000065261**	**CERRITOS COLLEGE FOUNDATION, THE**								**50.00**
05/17/17	0000065262	C		05/17/2017	CERRITOS COMMUNITY	MISCELLANEOUS	General Administration	01.0	00000.0	00100	01200	5210	6006000	16-17	60.00	
						05/17/2017	**0000065262**	**CERRITOS COMMUNITY PRAYER BREAKFAST**								**60.00**
05/17/17	0000065263	A		05/17/2017	NEED TO ADD VENDOR	SOFTWARE	Eng and Rel Tech (Ind Tech)	01.3	00000.0	01000	71646	6310	0900000	16-17	500.00	

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						05/17/2017	**0000065263**	**NEED TO ADD VENDOR**								**500.00**
05/17/17	0000065264	C		05/17/2017	COMMUNITY COLLEGE LIBRARY	LICENSE/FEES	Learning Center	01.3	00000.0	00000	71600	6310	6110000	16-17	57,697.50	
						05/17/2017	**0000065264**	**COMMUNITY COLLEGE LIBRARY CONSORTIUM**								**57,697.50**
05/17/17	0000065265	C		05/17/2017	CCCCSSAA	MISCELLANEOUS	Counseling	01.3	00000.0	00000	73400	5210	6300000	16-17	495.00	
						05/17/2017	**0000065265**	**CCCCSSAA**								**495.00**
05/18/17	0000065266	A		05/18/2017	AMERICAN TECHNICAL	BOOKS	Eng and Rel Tech (Ind Tech)	01.3	00000.0	04700	70200	4320	0900000	16-17	369.75	
						05/18/2017	**0000065266**	**AMERICAN TECHNICAL PUBLISHERS**								**369.75**
05/18/17	0000065267	A		05/18/2017	LAERDAL MEDICAL CORPORATION	INSTRUCTIONAL SUPPLIES	Health Professions	01.3	00000.0	00000	71600	4320	1201000	16-17	1,972.65	
						SCHOOL DISTRICTS		01.3	00000.0	00000	71600	6310	1201000	16-17	900.57	
						SOFTWARE		01.3	00000.0	00000	71600	6310	1201000	16-17	2,935.75	
						05/18/2017	**0000065267**	**LAERDAL MEDICAL CORPORATION**								**5,808.97**
05/18/17	0000065268	A		05/18/2017	AMERICAN FIDELITY ADMINISTRATIVE	MISCELLANEOUS	Fiscal Operations	01.0	00000.0	00000	04200	5810	6721000	16-17	1,019.80	
						05/18/2017	**0000065268**	**AMERICAN FIDELITY ADMINISTRATIVE SERVICE**								**1,019.80**
05/18/17	0000065269	C		05/18/2017	PRESS TELEGRAM	MISCELLANEOUS	Fiscal Operations	01.0	00000.0	00000	04100	5830	6720000	16-17	1,004.75	
						05/18/2017	**0000065269**	**PRESS TELEGRAM**								**1,004.75**
05/18/17	0000065270	A		05/18/2017	MVP STRATEGIES	CONFERENCE AND TRAVEL	Human Resources	01.3	00000.0	07005	73460	5210	6730000	16-17	1,300.00	
						05/18/2017	**0000065270**	**MVP STRATEGIES**								**1,300.00**
05/19/17	0000065272	C		05/20/2017	ATKINSON, ANDELSON, LOYA,	MISCELLANEOUS	Fiscal Operations	01.0	00000.0	00000	04100	5730	6720000	16-17	2,139.01	
							Human Resources	01.0	00000.0	00100	05100	5730	6730000	16-17	8,673.75	

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						05/19/2017	**0000065272**	**ATKINSON, ANDELSON, LOYA, RUUD**								**10,812.76**
05/19/17	0000065273	C		05/20/2017	ATKINSON, ANDELSON, LOYA,	MISCELLANEOUS	General Administration	01.0	00000.0	00000	01200	5730	6006000	16-17	5,950.00	
							Human Resources	01.0	00000.0	00100	05100	5730	6730000	16-17	3,683.75	
						05/19/2017	**0000065273**	**ATKINSON, ANDELSON, LOYA, RUUD**								**9,633.75**
05/20/17	0000065274	A		05/20/2017	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Physical Property-Related	42.1	00000.0	00000	65050	6130	7100000	16-17	10,373.05	
						05/20/2017	**0000065274**	**GOLDEN STAR TECHNOLOGY INC.**								**10,373.05**
05/20/17	0000065275	A		05/20/2017	PACIFIC COAST CABLING, INC.	MISCELLANEOUS	Physical Property-Related	42.1	00000.0	00000	65052	6120	7100000	16-17	2,328.58	
						05/20/2017	**0000065275**	**PACIFIC COAST CABLING, INC.**								**2,328.58**
05/20/17	0000065276	A		05/23/2017	PACIFIC COAST CABLING, INC.	CONTRACTED SERVICES	Physical Property-Related	42.1	00000.0	00000	65050	6130	7100000	16-17	13,715.36	
						05/20/2017	**0000065276**	**PACIFIC COAST CABLING, INC.**								**13,715.36**
05/20/17	0000065277	A		05/20/2017	A-THRONE COMPANY, INC.	CONTRACTED SERVICES	Physical Property-Related	42.1	00000.0	00000	65035	6120	7100000	16-17	4,018.34	
						05/20/2017	**0000065277**	**A-THRONE COMPANY, INC.**								**4,018.34**
05/20/17	0000065278	A		05/20/2017	PACIFIC COAST CABLING, INC.	CONTRACTED SERVICES	Physical Property-Related	42.1	00000.0	00000	65052	6120	7100000	16-17	3,821.57	
						05/20/2017	**0000065278**	**PACIFIC COAST CABLING, INC.**								**3,821.57**
05/20/17	0000065279	A		05/20/2017	TCB PRINTING	PRINTING SERVICES	Instructional Office	01.0	00000.0	00000	02100	4550	6016000	16-17	26.10	
						05/20/2017	**0000065279**	**TCB PRINTING**								**26.10**
05/20/17	0000065280	A		05/20/2017	NPG, INC.	CONTRACTED SERVICES	Physical Property-Related	42.1	00000.0	00000	65010	6130	7100000	16-17	6,443.00	
						05/20/2017	**0000065280**	**NPG, INC.**								**6,443.00**

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05/20/17	0000065281	A		05/20/2017	INTERIOR OFFICE SOLUTIONS	MISCELLANEOUS	Physical Property-Related	42.1	00000.0	00000	65040	6120	7100000	16-17	500.00	
						05/20/2017	**0000065281**	**INTERIOR OFFICE SOLUTIONS**								**500.00**
05/20/17	0000065282	A		05/22/2017	DEXTER MANIKIN REPAIR	REPAIRS - OTHER	Health	01.3	00000.0	04500	70200	5630	1200000	16-17	1,700.00	
						05/20/2017	**0000065282**	**DEXTER MANIKIN REPAIR**								**1,700.00**
05/20/17	0000065283	A		05/22/2017	GRAINGER	AUTOMOTIVE SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	04700	70200	4320	0900000	16-17	138.01	
						05/20/2017	**0000065283**	**GRAINGER**								**138.01**
05/20/17	0000065284	C		05/20/2017	HOFFMAN, PAULOMI PANDIT	CONTRACTED SERVICES	Human Resources	01.3	00000.0	07002	73460	5810	6730000	16-17	100.00	
						05/20/2017	**0000065284**	**HOFFMAN, PAULOMI PANDIT**								**100.00**
05/20/17	0000065285	C		05/20/2017	FISHER, CHELENA	OFFICE SUPPLIES	Human Resources	01.3	00000.0	07002	73460	4550	6730000	16-17	278.56	
						05/20/2017	**0000065285**	**FISHER, CHELENA**								**278.56**
05/20/17	0000065286	P		05/20/2017	AMAZON	OFFICE SUPPLIES	Human Resources	01.0	00000.0	09000	05100	4550	6730000	16-17	120.00	
						05/20/2017	**0000065286**	**AMAZON**								**120.00**
05/20/17	0000065287	C		05/20/2017	QUESADA, DEANNA	FOOD PRODUCTS	Foster Care	01.3	00000.0	00000	75900	4550	1305700	16-17	78.96	
						05/20/2017	**0000065287**	**QUESADA, DEANNA**								**78.96**
05/20/17	0000065288	C		05/20/2017	SAMUEL WARREN & ASSOCIATES INT'L	MISCELLANEOUS	Oth Instr Sup Services	01.3	00000.0	04300	70200	5810	6190000	16-17	250.00	
						05/20/2017	**0000065288**	**SAMUEL WARREN & ASSOCIATES INT'L CASTING**								**250.00**
05/20/17	0000065289	C		05/20/2017	BOUVIER, PAM	MISCELLANEOUS	Oth Instr Sup Services	01.3	00000.0	04300	70200	5810	6190000	16-17	500.00	
						05/20/2017	**0000065289**	**BOUVIER, PAM**								**500.00**

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05/20/17	0000065290	C		05/20/2017	TOTAL RECALL CAPTIONING, INC.	CONTRACTED SERVICES	Human Resources	01.0	00000.0	09000	05100	5810	6730000	16-17	2,975.00	
						05/20/2017	**0000065290**	**TOTAL RECALL CAPTIONING, INC.**								**2,975.00**
05/20/17	0000065291	C		05/20/2017	CERRITOS COLLEGE FOUNDATION, THE	CONTRACTED SERVICES	Human Resources	01.3	00000.0	07002	73460	5810	6730000	16-17	100.00	
						05/20/2017	**0000065291**	**CERRITOS COLLEGE FOUNDATION, THE**								**100.00**
05/20/17	0000065292	C		05/20/2017	YOO, DEOKUN	CONTRACTED SERVICES	Human Resources	01.3	00000.0	07002	73460	5810	6730000	16-17	375.00	
						05/20/2017	**0000065292**	**YOO, DEOKUN**								**375.00**
05/20/17	0000065293	A		05/22/2017	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Physical Property-Related	41.1	00000.0	00001	73840	6450	7100000	16-17	26,056.54	
						05/20/2017	**0000065293**	**GOLDEN STAR TECHNOLOGY INC.**								**26,056.54**
05/20/17	0000065294	A		05/22/2017	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Interdisciplinary Studies	39.1	00000.0	00000	79880	4320	4900000	16-17	3,026.91	
								39.1	00000.0	00000	79880	6450	4900000	16-17	7,526.80	
						05/20/2017	**0000065294**	**GOLDEN STAR TECHNOLOGY INC.**								**10,553.71**
05/20/17	0000065295	A		05/22/2017	SWEETWATER SOUND	INSTRUCTIONAL SUPPLIES	Fine Arts	01.3	00000.0	04300	70200	4320	1000000	16-17	2,084.46	
						05/20/2017	**0000065295**	**SWEETWATER SOUND**								**2,084.46**
05/20/17	0000065296	C		05/22/2017	US TAEKWANDO ACADEMY	CONTRACTED SERVICES	Human Resources	01.3	00000.0	07002	73460	5810	6730000	16-17	100.00	
						05/20/2017	**0000065296**	**US TAEKWANDO ACADEMY**								**100.00**
05/20/17	0000065297	A		05/20/2017	HIROHAMA, STEVEN	REIMBURSEMENT	Fine Arts	01.3	00000.0	04300	70200	4320	1000000	16-17	237.14	
						05/20/2017	**0000065297**	**HIROHAMA, STEVEN**								**237.14**
05/20/17	0000065298	C		05/20/2017	PASSION INTERNATION	CONTRACTED SERVICES	Human Resources	01.3	00000.0	07002	73460	5810	6730000	16-17	100.00	

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						05/20/2017	**0000065298**	**PASSION INTERNATION CHRISTIAN CHURCH**								**100.00**
05/20/17	0000065299	C		05/20/2017	WEST EAST INTERNATIONAL	CONTRACTED SERVICES	Human Resources	01.3	00000.0	07002	73460	5810	6730000	16-17	100.00	
						05/20/2017	**0000065299**	**WEST EAST INTERNATIONAL CULTURE INTERFLO**								**100.00**
05/20/17	0000065300	C		05/20/2017	GALLEGOS, DAVID	CONSULTANTS	Oth Instr Sup Services	01.3	00000.0	04700	70200	5810	6190000	16-17	100.00	
						05/20/2017	**0000065300**	**GALLEGOS, DAVID**								**100.00**
05/20/17	0000065301	A	1	06/06/2017	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Interdisciplinary Studies	39.1	00000.0	00000	79880	6450	4900000	16-17	17,605.12	
						05/20/2017	**0000065301**	**GOLDEN STAR TECHNOLOGY INC.**								**17,605.12**
05/20/17	0000065302	P		05/20/2017	AMAZON	INSTRUCTIONAL SUPPLIES	Fine Arts	01.3	00000.0	04300	70200	4320	1000000	16-17	426.84	
						05/20/2017	**0000065302**	**AMAZON**								**426.84**
05/20/17	0000065303	A		05/22/2017	B & H PHOTO VIDEO	INSTRUCTIONAL SUPPLIES	Fine Arts	01.3	00000.0	04300	70200	4320	1000000	16-17	1,081.88	
								01.3	00000.0	04300	70200	6450	1000000	16-17	4,078.09	
						05/20/2017	**0000065303**	**B & H PHOTO VIDEO**								**5,159.97**
05/20/17	0000065304	A		05/22/2017	SAMY 'S CAMERA	PHOTOGRAPHIC SUPP/EQUIP	Fine & Applied Arts	01.3	00000.0	00000	71600	6450	1051000	16-17	12,459.50	
						05/20/2017	**0000065304**	**SAMY 'S CAMERA**								**12,459.50**
05/20/17	0000065306	A		05/22/2017	B & H PHOTO VIDEO	MISCELLANEOUS	Fine & Applied Arts	01.3	00000.0	00000	71600	6450	1051000	16-17	30,476.51	
						05/20/2017	**0000065306**	**B & H PHOTO VIDEO**								**30,476.51**
05/20/17	0000065307	C		05/22/2017	TECHSMITH CORPORATION	SOFTWARE	CIS	01.3	00000.0	04100	70200	6310	0700000	16-17	882.18	
						05/20/2017	**0000065307**	**TECHSMITH CORPORATION**								**882.18**

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05/20/17	0000065308	A		05/22/2017	GOLDEN STAR TECHNOLOGY INC.	PRINTING SUPP/EQUIP	Matriculation-Stdnt Assessment	01.3	00000.0	00000	71110	6460	6320000	16-17	807.77	
							Instructional Office	01.0	00000.0	00000	02100	6450	6016000	16-17	807.78	
						05/20/2017	**0000065308**	**GOLDEN STAR TECHNOLOGY INC.**								**1,615.55**
05/20/17	0000065309	P		05/20/2017	AMAZON	INSTRUCTIONAL SUPPLIES	Film Making	01.0	00000.0	00000	02520	4320	1057000	16-17	177.54	
							Journalism	01.0	00000.0	00000	02520	4320	1053000	16-17	299.00	
						05/20/2017	**0000065309**	**AMAZON**								**476.54**
05/20/17	0000065310	C		05/22/2017	STAPLES ADVANTAGE	BOOKS/SUPPLIES	iFalcon	01.3	00000.0	03001	73460	4550	6194000	16-17	325.16	
						05/20/2017	**0000065310**	**STAPLES ADVANTAGE**								**325.16**
05/20/17	0000065311	A		05/22/2017	B & H PHOTO VIDEO	INSTRUCTIONAL SUPPLIES	Fine Arts	01.3	00000.0	04300	70200	4320	1000000	16-17	1,131.67	
						05/20/2017	**0000065311**	**B & H PHOTO VIDEO**								**1,131.67**
05/20/17	0000065312	A		05/20/2017	ACADEMIC ADVERTISING, LLC	ADVERTISING	Human Resources	01.3	00000.0	07001	73460	5830	6730000	16-17	970.00	
						05/20/2017	**0000065312**	**ACADEMIC ADVERTISING, LLC**								**970.00**
05/20/17	0000065313	C		05/20/2017	ALMAZAN, JUAN CARLOS	CONSULTANTS	Oth Instr Sup Services	01.3	00000.0	04500	70200	5810	6190000	16-17	100.00	
						05/20/2017	**0000065313**	**ALMAZAN, JUAN CARLOS**								**100.00**
05/20/17	0000065314	C		05/20/2017	HART, SHELLEY LORRAINE	CONSULTANTS	Oth Instr Sup Services	01.3	00000.0	04500	70200	5810	6190000	16-17	100.00	
						05/20/2017	**0000065314**	**HART, SHELLEY LORRAINE**								**100.00**
05/20/17	0000065315	C		05/20/2017	DAO, LEILANIE	CONSULTANTS	Oth Instr Sup Services	01.3	00000.0	04500	70200	5810	6190000	16-17	100.00	
						05/20/2017	**0000065315**	**DAO, LEILANIE**								**100.00**

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05/20/17	0000065316	C		05/20/2017	SAKAMOTO, JAMIE HISA	CONSULTANTS	Oth Instr Sup Services	01.3	00000.0	04500	70200	5810	6190000	16-17	100.00	
						05/20/2017	**0000065316**	**SAKAMOTO, JAMIE HISA**								**100.00**
05/20/17	0000065317	C		05/20/2017	FERNANDEZ, MICHAEL	CONSULTANTS	Oth Instr Sup Services	01.3	00000.0	04500	70200	5810	6190000	16-17	100.00	
						05/20/2017	**0000065317**	**FERNANDEZ, MICHAEL**								**100.00**
05/20/17	0000065318	C		05/20/2017	SPOT ON INTERPRETING	CONTRACTED SERVICES	Human Resources	01.0	00000.0	09000	05100	5810	6730000	16-17	160.00	
						05/20/2017	**0000065318**	**SPOT ON INTERPRETING SERVICES**								**160.00**
05/20/17	0000065319	A		05/22/2017	AUTOMATION DIRECT	DRAFTING SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	03000	70200	4320	0900000	16-17	973.34	
						05/20/2017	**0000065319**	**AUTOMATION DIRECT**								**973.34**
05/20/17	0000065320	P		05/23/2017	BANK OF AMERICA	DRAFTING SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	03000	70200	4320	0900000	16-17	38.00	
						05/20/2017	**0000065320**	**BANK OF AMERICA**								**38.00**
05/20/17	0000065321	A		05/22/2017	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Interdisciplinary Studies	39.1	00000.0	00000	79880	5810	4900000	16-17	768.90	
						05/20/2017	**0000065321**	**GOLDEN STAR TECHNOLOGY INC.**								**768.90**
05/20/17	0000065322	C		05/20/2017	V & V MANUFACTURING,	NON-INSTRUCTIONAL SUPPLIES	Parking	39.5	00000.0	00000	79800	4550	6950000	16-17	71.72	
						05/20/2017	**0000065322**	**V & V MANUFACTURING, INC.**								**71.72**
05/20/17	0000065323	A		05/20/2017	ASSOCIATION OF COMMUNITY &	NON-INSTRUCTIONAL SUPPLIES	Oth Instr Sup Services	01.3	00000.0	00000	72003	4550	6190000	16-17	371.00	
						05/20/2017	**0000065323**	**ASSOCIATION OF COMMUNITY & CONTINUING ED**								**371.00**
05/20/17	0000065324	A		05/22/2017	VINTAGE KING AUDIO	MUSICAL INSTRUMENTS/SUPP	Fine Arts	01.3	00000.0	04300	70200	6450	1000000	16-17	1,780.05	
								01.3	00000.0	04300	70200	4320	1000000	16-17	2,543.55	

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05/20/17	0000065324	A		05/22/2017	VINTAGE KING AUDIO	MISCELLANEOUS	Fine Arts	01.3	00000.0	04300	70200	6450	1000000	16-17	105.83	
						05/20/2017	**0000065324**	**VINTAGE KING AUDIO**								**4,429.43**
05/22/17	0000065325	A		05/30/2017	CDW-GOVERNMENT INC	PRINTING SUPP/EQUIP	Fine & Applied Arts	01.3	00000.0	00000	71600	6450	1051000	16-17	1,393.09	
						05/22/2017	**0000065325**	**CDW-GOVERNMENT INC**								**1,393.09**
05/22/17	0000065326	C		05/22/2017	PROCAM MOTION	MISCELLANEOUS	Fine & Applied Arts	01.3	00000.0	00000	71600	6450	1051000	16-17	4,056.45	
						05/22/2017	**0000065326**	**PROCAM MOTION**								**4,056.45**
05/22/17	0000065327	C		05/22/2017	FAST DEER BUS CHARTER, INC.	CONTRACTED SERVICES	Education, General	01.0	00000.0	00000	04400	5810	0801000	16-17	2,877.10	
							Fine & Applied Arts	01.0	00000.0	00000	04400	5810	1051000	16-17	4,058.69	
							Physical Sciences	01.0	00000.0	00000	04400	5810	1951000	16-17	2,221.28	
							Student Personnel	01.0	00000.0	00000	04400	5810	6450000	16-17	2,406.46	
						05/22/2017	**0000065327**	**FAST DEER BUS CHARTER, INC.**								**11,563.53**
05/22/17	0000065328	C		05/22/2017	TRANSPORTTION CHARTER SERVICES	CONTRACTED SERVICES	Education, General	01.0	00000.0	00000	04400	5810	0801000	16-17	14,177.66	
						05/22/2017	**0000065328**	**TRANSPORTTION CHARTER SERVICES INC.**								**14,177.66**
05/22/17	0000065329	A		05/22/2017	INTEGRATED INTERIORS, INC.	CONTRACTED SERVICES	Building Maintenance-Re	41.0	00000.0	00000	71016	5810	6510000	16-17	11,440.00	
						05/22/2017	**0000065329**	**INTEGRATED INTERIORS, INC.**								**11,440.00**
05/22/17	0000065330	C		05/22/2017	PUBLIC AGENCY LAW GROUP	MISCELLANEOUS	Physical Property-Related	42.1	00000.0	00000	65040	5730	7100000	16-17	1,171.80	
							Fiscal Operations	01.0	00000.0	00000	04100	5730	6720000	16-17	234.00	
						05/22/2017	**0000065330**	**PUBLIC AGENCY LAW GROUP**								**1,405.80**

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05/23/17	0000065331	C		05/23/2017	IMAGE 2000, INC.	MISCELLANEOUS	Purchasing	01.0	00000.0	00100	04300	5810	6722000	16-17	4,751.86	
						05/23/2017	**0000065331**	**IMAGE 2000, INC.**								**4,751.86**
05/23/17	0000065332	C		05/23/2017	IMAGE 2000, INC.	MISCELLANEOUS	Purchasing	01.0	00000.0	00100	04300	5810	6722000	16-17	5,037.68	
						05/23/2017	**0000065332**	**IMAGE 2000, INC.**								**5,037.68**
05/23/17	0000065333	A		05/23/2017	UNITED SITE SERVICES OF	CONTRACTED SERVICES	Physical Property-Related	42.1	00000.0	00000	65052	6130	7100000	16-17	22,699.50	
						05/23/2017	**0000065333**	**UNITED SITE SERVICES OF CALIFORNIA, INC.**								**22,699.50**
05/23/17	0000065334	C		05/23/2017	NORWALK-LA MIRADA USD	NON-INSTRUCTIONAL SUPPLIES	School Relations	01.0	00000.0	00000	03320	4550	6493000	16-17	92.25	
						05/23/2017	**0000065334**	**NORWALK-LA MIRADA USD**								**92.25**
05/23/17	0000065335	C		05/23/2017	TRANSPORTTION CHARTER SERVICES	CONTRACTED SERVICES	Education, General	01.0	00000.0	00000	04400	5810	0801000	16-17	6,285.00	
							Physical Sciences	01.0	00000.0	00000	04400	5810	1951000	16-17	4,882.72	
						05/23/2017	**0000065335**	**TRANSPORTTION CHARTER SERVICES INC.**								**11,167.72**
05/23/17	0000065336	A		05/23/2017	KI	FURNITURE, OFFICE	Instructional Office	01.0	00000.0	00000	02100	4320	6016000	16-17	429.96	
						05/23/2017	**0000065336**	**KI**								**429.96**
05/23/17	0000065337	C		05/23/2017	PALOMAR COLLEGE/TTIP	CONFERENCE AND TRAVEL	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70260	5210	0900000	16-17	500.00	
						05/23/2017	**0000065337**	**PALOMAR COLLEGE/TTIP SOUTH PROJECT**								**500.00**
05/23/17	0000065338	A		05/23/2017	LIEBERT CASSIDY WHITMORE	CONFERENCE AND TRAVEL	Human Resources	01.0	00000.0	00300	05100	5210	6730000	16-17	490.00	
						05/23/2017	**0000065338**	**LIEBERT CASSIDY WHITMORE**								**490.00**
05/23/17	0000065339	P		05/23/2017	BANK OF AMERICA	CONFERENCE AND TRAVEL	Human Resources	01.3	00000.0	07002	73460	5210	6730000	16-17	590.00	

PO Date	PO #	Stat	Change Ord#	Change Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib Amount	PO Amt
						05/23/2017	**0000065339**	**BANK OF AMERICA**								**590.00**
05/23/17	0000065340	A		05/23/2017	EL TACO RICO	FOOD PRODUCTS	Oth Instr Sup Services	01.3	00000.0	02321	72000	4550	6190000	16-17	1,671.84	
						05/23/2017	**0000065340**	**EL TACO RICO**								**1,671.84**
05/24/17	0000065341	C		05/24/2017	HYATT REGENCY	MISCELLANEOUS	Counseling	01.3	00000.0	03010	73460	5210	6300000	16-17	2,991.04	
						05/24/2017	**0000065341**	**HYATT REGENCY**								**2,991.04**
05/24/17	0000065342	C		05/24/2017	UMOJA COMMUNITY EDUCATION	MISCELLANEOUS	Counseling	01.3	00000.0	03010	73460	5210	6300000	16-17	3,560.00	
						05/24/2017	**0000065342**	**UMOJA COMMUNITY EDUCATION FOUNDATION**								**3,560.00**
05/24/17	0000065343	A		05/24/2017	CAMPUS LABS, INC	CONFERENCE AND TRAVEL	District	01.0	00000.0	00000	00000	9330	0000000	16-17	369.00	
						05/24/2017	**0000065343**	**CAMPUS LABS, INC**								**369.00**
05/25/17	0000065344	A		05/25/2017	TCB PRINTING	PRINTING SERVICES	Board of Trustees	01.0	00000.0	00000	01100	4550	6005000	16-17	52.20	
						05/25/2017	**0000065344**	**TCB PRINTING**								**52.20**
05/25/17	0000065345	A		05/25/2017	AAWCC	CONFERENCE AND TRAVEL	Human Resources	01.0	00000.0	00100	05100	5210	6730000	16-17	910.00	
						05/25/2017	**0000065345**	**AAWCC**								**910.00**
05/25/17	0000065346	A		05/25/2017	TCB PRINTING	PRINTING SERVICES	General Administration	01.0	00000.0	00000	01200	4550	6006000	16-17	26.10	
						05/25/2017	**0000065346**	**TCB PRINTING**								**26.10**
05/25/17	0000065347	C		05/25/2017	GAUGER, KURT	CONSULTANTS	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70260	5810	0900000	16-17	500.00	
						05/25/2017	**0000065347**	**GAUGER, KURT**								**500.00**
05/25/17	0000065348	A		05/25/2017	RAN GRAPHICS	PRINTING SERVICES	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70260	4320	0900000	16-17	973.01	

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*** Prior Year Payments**

PO Date	PO #	Stat	Change Ord#	Change Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib Amount	PO Amt
						05/25/2017	**0000065348**	**RAN GRAPHICS**								**973.01**
05/25/17	0000065349	C		05/25/2017	SOUTHEAST DISTRICT BAR	MEMBERSHIPS	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70260	5310	0900000	16-17	75.00	
						05/25/2017	**0000065349**	**SOUTHEAST DISTRICT BAR ASSOIATION**								**75.00**
05/25/17	0000065350	A		05/25/2017	APPLE INC	COMPUTER SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70260	6450	0900000	16-17	11,731.90	
						05/25/2017	**0000065350**	**APPLE INC**								**11,731.90**
05/25/17	0000065351	A		05/30/2017	GAUMARD	HEALTH SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70260	6450	0900000	16-17	2,944.56	
						05/25/2017	**0000065351**	**GAUMARD**								**2,944.56**
05/25/17	0000065352	P		05/25/2017	BANK OF AMERICA	SIGNS	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70260	4320	0900000	16-17	121.89	
						05/25/2017	**0000065352**	**BANK OF AMERICA**								**121.89**
05/25/17	0000065353	A		05/31/2017	FILLMASTER SYSTEMS, LLC	PHARMACEUTICALS	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70260	6450	0900000	16-17	737.44	
						05/25/2017	**0000065353**	**FILLMASTER SYSTEMS, LLC**								**737.44**
05/25/17	0000065354	A		05/25/2017	CDW-GOVERNMENT INC	COMPUTER SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70260	6450	0900000	16-17	2,449.30	
						05/25/2017	**0000065354**	**CDW-GOVERNMENT INC**								**2,449.30**
05/25/17	0000065355	A		05/25/2017	B & H PHOTO VIDEO	AUDIOVISUAL SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70260	6450	0900000	16-17	652.49	
						05/25/2017	**0000065355**	**B & H PHOTO VIDEO**								**652.49**
05/25/17	0000065356	A		05/25/2017	MSC INDUSTRIAL SUPPLY	MACHINE SHOP SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	01000	71646	6450	0900000	16-17	559.13	
						05/25/2017	**0000065356**	**MSC INDUSTRIAL SUPPLY**								**559.13**
05/27/17	0000065357	P		05/27/2017	AMAZON	INSTRUCTIONAL SUPPLIES	Journalism	01.0	00000.0	00000	02520	4320	1053000	16-17	598.00	

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*** Prior Year Payments**

PO Date	PO #	Stat	Change Ord#	Change Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib Amount	PO Amt
						05/27/2017	**0000065357**	**AMAZON**								**598.00**
05/27/17	0000065358	A		05/27/2017	PARKER & COVERT, L.L.P.	LEGAL SERVICES	Instructional Office	01.0	00000.0	00000	02100	5730	6016000	16-17	1,700.00	
							Fiscal Operations	01.0	00000.0	00000	04100	5730	6720000	16-17	90.00	
							Human Resources	01.0	00000.0	00100	05100	5730	6730000	16-17	15,203.14	
							Student Personnel	01.0	00000.0	00000	03100	5730	6450000	16-17	741.00	
						05/27/2017	**0000065358**	**PARKER & COVERT, L.L.P.**								**17,734.14**
05/27/17	0000065359	C		05/27/2017	FHEG CERRITOS COLLEGE	MISCELLANEOUS	Counseling	01.3	00000.0	03010	73460	4550	6300000	16-17	452.93	
						05/27/2017	**0000065359**	**FHEG CERRITOS COLLEGE**								**452.93**
05/27/17	0000065360	C		05/27/2017	FISHER, CHELENA	MISCELLANEOUS	Counseling	01.3	00000.0	03010	73460	4550	6300000	16-17	2,160.10	
						05/27/2017	**0000065360**	**FISHER, CHELENA**								**2,160.10**
05/27/17	0000065361	A		05/30/2017	POINT AND CLICK SOLUTIONS, INC.	SOFTWARE	Health Services	69.0	00000.0	00001	03310	6460	6440000	16-17	14,278.33	
						05/27/2017	**0000065361**	**POINT AND CLICK SOLUTIONS, INC.**								**14,278.33**
05/27/17	0000065362	A	1	06/09/2017	CRANE PROMOTIONAL	MISCELLANEOUS	Counseling	01.3	00000.0	03010	73460	4550	6300000	16-17	1,448.46	
						05/27/2017	**0000065362**	**CRANE PROMOTIONAL PRODUCTS**								**1,448.46**
05/27/17	0000065363	C		05/30/2017	PROMO DIRECT	MISCELLANEOUS	Counseling	01.3	00000.0	03010	73460	4550	6300000	16-17	2,902.37	
						05/27/2017	**0000065363**	**PROMO DIRECT**								**2,902.37**
05/30/17	0000065364	A		05/30/2017	NACCTEP	MISCELLANEOUS	Oth Instr Sup Services	39.0	00000.0	00000	77400	5310	6190000	16-17	250.00	
						05/30/2017	**0000065364**	**NACCTEP**								**250.00**

PO Date	PO #	Stat	Change Ord#	Change Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib Amount	PO Amt
05/30/17	0000065365	A		05/30/2017	APPLE INC	MISCELLANEOUS	Instructional Office	39.1	00000.0	00003	79850	4550	6016000	16-17	660.33	
						05/30/2017	**0000065365**	**APPLE INC**								**660.33**
05/30/17	0000065366	C		05/30/2017	NORWALK FLORIST (FLOWERS BY	MISCELLANEOUS	Instructional Office	01.0	00000.0	00000	02110	4550	6016000	16-17	292.54	
						05/30/2017	**0000065366**	**NORWALK FLORIST (FLOWERS BY ALLAN)**								**292.54**
05/30/17	0000065367	C		05/30/2017	SPOT ON INTERPRETING	CONTRACTED SERVICES	Human Resources	01.0	00000.0	09000	05100	5810	6730000	16-17	600.00	
						05/30/2017	**0000065367**	**SPOT ON INTERPRETING SERVICES**								**600.00**
05/30/17	0000065368	A		05/30/2017	APPLE INC	MISCELLANEOUS	Counseling	01.3	00000.0	03010	73460	4550	6300000	16-17	451.57	
						05/30/2017	**0000065368**	**APPLE INC**								**451.57**
05/30/17	0000065369	A		05/30/2017	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Counseling	01.3	00000.0	03010	73460	6460	6300000	16-17	2,323.01	
						05/30/2017	**0000065369**	**GOLDEN STAR TECHNOLOGY INC.**								**2,323.01**
05/30/17	0000065370	A		05/30/2017	AUDIO ENGINEERING	MISCELLANEOUS	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70260	6450	0900000	16-17	-2,822.33	
						MUSICAL INSTRUMENTS/SUPP		01.3	00000.0	00000	70260	4320	0900000	16-17	413.25	
								01.3	00000.0	00000	70260	6450	0900000	16-17	7,650.57	
						05/30/2017	**0000065370**	**AUDIO ENGINEERING ASSOC.**								**5,241.49**
05/30/17	0000065371	P		06/03/2017	BANK OF AMERICA	CONFERENCE AND TRAVEL	Child Development	39.8	00000.0	00000	77530	5210	6920000	16-17	415.94	
						05/30/2017	**0000065371**	**BANK OF AMERICA**								**415.94**
05/30/17	0000065372	A		05/30/2017	MIDWEST RETAIL SERVICES, INC.	PHARMACEUTICALS	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70260	4320	0900000	16-17	1,204.06	
						05/30/2017	**0000065372**	**MIDWEST RETAIL SERVICES, INC.**								**1,204.06**

PO Date	PO #	Stat	Change Ord#	Change Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib Amount	PO Amt
05/30/17	0000065373	A		05/30/2017	MR. B'S TEE	MISCELLANEOUS	Oth Instr Sup Services	01.3	00000.0	00000	75285	4550	6190000	16-17	826.76	
						05/30/2017	**0000065373**	**MR. B'S TEE**								**826.76**
05/31/17	0000065374	C		05/31/2017	PR NEWSWIRE ASSOCIATION, LLC	ADVERTISING	Community Relations	01.0	00000.0	00000	03600	5830	6710000	16-17	350.00	
						05/31/2017	**0000065374**	**PR NEWSWIRE ASSOCIATION, LLC**								**350.00**
05/31/17	0000065375	C		05/31/2017	RODGER'S CATERING	FOOD PRODUCTS	Foster Care	01.3	00000.0	00000	75900	4550	1305700	16-17	531.00	
								01.3	00000.0	00000	75901	4550	1305700	16-17	266.67	
						05/31/2017	**0000065375**	**RODGER'S CATERING**								**797.67**
05/31/17	0000065376	C		05/31/2017	MONTEBELLO USD	NON-INSTRUCTIONAL SUPPLIES	School Relations	01.0	00000.0	00000	03320	4550	6493000	16-17	290.70	
						05/31/2017	**0000065376**	**MONTEBELLO USD**								**290.70**
05/31/17	0000065377	C		05/31/2017	MONTEBELLO USD	NON-INSTRUCTIONAL SUPPLIES	School Relations	01.0	00000.0	00000	03320	4550	6493000	16-17	302.71	
						05/31/2017	**0000065377**	**MONTEBELLO USD**								**302.71**
05/31/17	0000065378	P		05/31/2017	AMAZON	LABORATORY SUPP/EQUIP	Computer Graphics	01.0	00000.0	00100	02520	4325	1030200	16-17	65.98	
						05/31/2017	**0000065378**	**AMAZON**								**65.98**
05/31/17	0000065379	C		05/31/2017	US BANK EQUIPMENT	MISCELLANEOUS	Purchasing	01.0	00000.0	00100	04300	5810	6722000	16-17	8,347.50	
						05/31/2017	**0000065379**	**US BANK EQUIPMENT FINANCE**								**8,347.50**
05/31/17	0000065380	A		06/08/2017	B & H PHOTO VIDEO	BANKS	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70260	4320	0900000	16-17	1,666.00	
						INSTRUCTIONAL SUPPLIES		01.3	00000.0	00000	70260	4320	0900000	16-17	1,043.68	
						05/31/2017	**0000065380**	**B & H PHOTO VIDEO**								**2,709.68**

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*** Prior Year Payments**

PO Date	PO #	Stat	Change Ord#	Change Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib Amount	PO Amt
05/31/17	0000065381	C		05/31/2017	ABELON, AYAKO	ADVERTISING	Community Relations	01.0	00000.0	00000	03600	5830	6710000	16-17	60.00	
						05/31/2017	**0000065381**	**ABELON, AYAKO**								**60.00**
05/31/17	0000065382	A		05/31/2017	JOSTEN'S	NON-INSTRUCTIONAL SUPPLIES	Community Relations	01.0	00000.0	00000	03600	5830	6710000	16-17	925.25	
						05/31/2017	**0000065382**	**JOSTEN'S**								**925.25**
05/31/17	0000065383	A		05/31/2017	RAN GRAPHICS	MISCELLANEOUS	Counseling-Guidance	01.0	00000.0	00100	03400	4550	6310000	16-17	237.94	
						05/31/2017	**0000065383**	**RAN GRAPHICS**								**237.94**
05/31/17	0000065384	A		05/31/2017	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Counseling-Guidance	01.0	00000.0	00100	03400	4550	6310000	16-17	518.74	
						05/31/2017	**0000065384**	**GOLDEN STAR TECHNOLOGY INC.**								**518.74**
05/31/17	0000065385	A		05/31/2017	RAN GRAPHICS	MISCELLANEOUS	Counseling-Guidance	01.0	00000.0	00100	03400	4550	6310000	16-17	141.31	
						05/31/2017	**0000065385**	**RAN GRAPHICS**								**141.31**
05/31/17	0000065386	A		05/31/2017	ART'S CAMERA	REPAIRS - AV EQUIPMENT	Journalism	01.0	00000.0	00000	02520	5630	1053000	16-17	177.00	
						05/31/2017	**0000065386**	**ART'S CAMERA**								**177.00**
05/24/17	13P035-09	A		05/24/2017	THE VINEWOOD COMPANY	CONTRACTED SERVICES	Physical Property-Related	42.1	00000.0	00000	65035	6130	7100000	16-17	24,295.00	
						05/24/2017	**13P035-09**	**THE VINEWOOD COMPANY**								**24,295.00**
05/24/17	14P010-22	A		05/24/2017	CONVERSE CONSULTANTS	CONTRACTED SERVICES	Physical Property-Related	42.1	00000.0	00000	65035	6130	7100000	16-17	21,810.00	
						05/24/2017	**14P010-22**	**CONVERSE CONSULTANTS**								**21,810.00**
05/24/17	14P011-10	A		05/24/2017	KOURY ENGINEERING &	CONTRACTED SERVICES	Physical Property-Related	42.1	00000.0	00000	65010	6130	7100000	16-17	8,950.00	
						05/24/2017	**14P011-10**	**KOURY ENGINEERING & TESTING, INC.**								**8,950.00**

PO Date	PO #	Stat	Change Ord#	Change Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib Amount	PO Amt
05/08/17	16C0074	A		05/08/2017	THOMAS, ADRIENNE	MISCELLANEOUS	Instructional Office	39.1	00000.0	00003	79850	5110	6016000	16-17	300.00	
						05/08/2017	**16C0074**	**THOMAS, ADRIENNE**								**300.00**
05/16/17	16C0099	A		05/16/2017	VALENTINE, ELISHA M.	CONTRACT CONSULTANTS	Community Service Classes	39.2	00000.0	00000	02310	5810	6820000	16-17	750.00	
						05/16/2017	**16C0099**	**VALENTINE, ELISHA M.**								**750.00**
05/09/17	16C0176	C		05/09/2017	CALIFORNIA STATE UNIVERSITY LONG	MISCELLANEOUS	Human Resources	01.3	00000.0	07002	73460	5810	6730000	16-17	1,000.00	
						05/09/2017	**16C0176**	**CALIFORNIA STATE UNIVERSITY LONG BEACH**								**1,000.00**
05/20/17	16FC0043	A		05/20/2017	VERNE'S PLUMBING	CONTRACTED SERVICES	Physical Property-Related	42.1	00000.0	00000	65057	6130	7100000	16-17	24,000.00	
						05/20/2017	**16FC0043**	**VERNE'S PLUMBING**								**24,000.00**
05/08/17	16FC0044	A		05/08/2017	CALIFORNIA BORING	CONTRACTED SERVICES	Physical Property-Related	42.0	00000.0	00000	64051	6130	7100000	16-17	37,750.00	
						05/08/2017	**16FC0044**	**CALIFORNIA BORING**								**37,750.00**
05/04/17	16FC0045	A		05/04/2017	INTEGRATED INTERIORS, INC.	CONSTRUCTION SUPP/EQUIP	Interdisciplinary Studies	39.8	00000.0	00000	77500	5630	4900000	16-17	19,600.00	
						05/04/2017	**16FC0045**	**INTEGRATED INTERIORS, INC.**								**19,600.00**
05/20/17	16FC0046	A		05/20/2017	RDM ELECTRIC CO., INC.	CONTRACTED SERVICES	Physical Property-Related	42.0	00000.0	00000	64041	6130	7100000	16-17	17,965.00	
						05/20/2017	**16FC0046**	**RDM ELECTRIC CO., INC.**								**17,965.00**
05/20/17	16FC0049	A		05/20/2017	INLAND BUILDING CONSTRUCTION CO.,	CONTRACTED SERVICES	Physical Property-Related	42.0	00000.0	00000	64051	6130	7100000	16-17	44,420.00	
						05/20/2017	**16FC0049**	**INLAND BUILDING CONSTRUCTION CO., INC**								**44,420.00**
05/18/17	16P006-14	A		05/18/2017	TRIUMPH PAINTING	CONTRACTED SERVICES	Physical Property-Related	42.1	00000.0	00000	65052	6220	7100000	16-17	21,692.00	
						05/18/2017	**16P006-14**	**TRIUMPH PAINTING**								**21,692.00**

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*** Prior Year Payments**

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05/19/17	16P015	A		05/23/2017	NEED TO ADD VENDOR	MISCELLANEOUS	Physical Property-Related	42.1	00000.0	00000	65035	6120	7100000	16-17	1,857,081.34	
						05/19/2017	**16P015**	**NEED TO ADD VENDOR**								**1,857,081.34**
05/04/17	64563A	C		05/04/2017	DIGITRON ELECTRONICS	REPAIRS - AV EQUIPMENT	Management Information	39.0	00000.0	00000	74790	5630	6780000	16-17	995.67	
						05/04/2017	**64563A**	**DIGITRON ELECTRONICS**								**995.67**
05/18/17	64701A	P		05/18/2017	AMAZON	INSTRUCTIONAL SUPPLIES	Letters	01.0	00000.0	00000	02550	4320	1551000	16-17	2,982.65	
						05/18/2017	**64701A**	**AMAZON**								**2,982.65**
05/23/17	64873A	P		05/23/2017	NEED TO ADD VENDOR	MISCELLANEOUS	Education	01.3	00000.0	05600	70200	4320	0800000	16-17	930.02	
						05/23/2017	**64873A**	**NEED TO ADD VENDOR**								**930.02**
05/18/17	APO160439	A		05/18/2017	UNIFIRST CORPORATION	MISCELLANEOUS	Automotive	01.0	00000.0	00100	02600	4325	0960000	16-17	300.00	
						05/18/2017	**APO160439**	**UNIFIRST CORPORATION**								**300.00**
05/20/17	APO160440	A		05/20/2017	FOLLETT BOOKSTORE #603	BOOKS/SUPPLIES	iFalcon	01.3	00000.0	03001	73460	4550	6194000	16-17	1,200.00	
						05/20/2017	**APO160440**	**FOLLETT BOOKSTORE #603**								**1,200.00**
05/20/17	APO160441	A		05/20/2017	CONSTANT CONTACT	ADVERTISING	Community Relations	01.0	00000.0	00000	03600	5830	6710000	16-17	1,000.00	
						05/20/2017	**APO160441**	**CONSTANT CONTACT**								**1,000.00**

Total by District : 64360 **2,856,398.46** **2,856,398.46**

End of Report LAPO009C

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*** Prior Year Payments**

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **July 19, 2017**

Agenda Item No. 36

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Approval of Contracts for the Month of May 2017

ACTION

It is recommended that the Board of Trustees approve the contracts that were processed during the month of May 2017.

FISCAL IMPACT

Funding sources vary and are dependent upon the goods/services purchased.

REPORT SUMMARY

This report of contracts that were processed during the month of May 2017 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)

May 2017 – Contracts

Consideration of Approval of New/Amended Contracts
for the Month of May 2017

NEW CONTRACTS						
Number	**Contractor**	**Service**	**Start Date**	**End Date**	**Cost**	**Requestor**
16C0201	Norwalk-La Mirada Unified School District	Facilities Use Agreement for District satellite campus at Norwalk-La Mirada Adult School campus	07/01/2017	06/30/2022	$5.00	Business Services
16C0202	The Icla da Silva Foundation, Inc.	Contractor to provide testing to identify potential unrelated donors for patients in need to a blood stem cell transplant	05/15/2017	06/30/2018	No Cost	Student Health Services
16C0203*						
16C0204	FCA US, LLC	Fiat/Chrysler/MOPAR CAP Automotive Program Agreement	05/07/2017	05/07/2020	No Cost	Technology – Automotive
16C0205	Dr. Arash Aftabi & Dr. Farnoush Fadavi	Contractor to provide clinical/practicum experiences for the students enrolled in the Dental Assisting program	04/19/2017	04/18/2022	No Cost	Health Occupations
16C0206	Steven Chen, DDS	Contractor to provide clinical/practicum experiences for the students enrolled in the Dental Assisting program	04/10/2017	04/09/2022	No Cost	Health Occupations
16C0207	April Kang, DDS	Contractor to provide clinical/practicum experiences for the students enrolled in the Dental Assisting program	05/10/2017	05/09/2022	No Cost	Health Occupations
16C0208	Berro Orthodontics	Contractor to provide clinical/practicum experiences for the students enrolled in the Dental Assisting program	05/10/2017	05/09/2022	No Cost	Health Occupations
16C0209	Field of Dreams	Memorandum of Understanding for Little Free Library structure(s) on campus	06/01/2017	06/30/2018	No Cost	Library
16C0210*						
17C0001	Velvet Madrid	Contractor to provide not-for-credit, fee-based workshops in the area of Massage Therapy classes on an as-needed basis.	07/01/2017	06/30/2022	$3,000.00	Community Education

Consideration of Approval of New/Amended Contracts for the Month of May 2017

NEW CONTRACTS						
Number	**Contractor**	**Service**	**Start Date**	**End Date**	**Cost**	**Requestor**
17C0002	Ronald Wayne Williams dba Trust Auto Sales	Contractor to provide not-for-credit, fee-based workshops in the area of Professional Development classes on an as-needed basis.	04/01/2017	06/30/2022	$3,000.00	Community Education

*Contract was submitted as a separate Board item due to dollar amount and has already been approved
** No contract was issued under this contract number
***Pending
****For tracking purposes only

Consideration of Approval of New/Amended Contracts
for the Month of May 2017

CONSTRUCTION RELATED CONTRACTS						
Number	**Contractor**	**Service**	**Start Date**	**End Date**	**Cost**	**Requestor**
52478C	The Vinewood Company	PO Adjustment No. 2	07/28/2014	09/30/2017	$48,353.71	Facilities
54699A	H2 Environmental Consulting	PO Adjustment No. 1	09/17/2014	Project completion	$59,650.00	Facilities

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **July 19, 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:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Approval of the Agreement with the California Department of Education for the California State Preschool Program for Fiscal Year 2017-2018

ACTION
It is recommended that the Board of Trustees ratify the agreement with the California Department of Education for the California State Preschool Program for Fiscal Year 2017-2018.

FISCAL IMPACT
Cerritos College will receive funding in the amount of $40.45 per child per day of full-time enrollment and a maximum reimbursable amount (MRA) of $836,152; funding is made possible through the California Department of Education. No general funds will be used.

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 DEPARTMENT OF EDUCATION
CALIFORNIA STATE PRESCHOOL PROGRAM FOR FISCAL YEAR 2017-2018
Requested by: Ms. Sandra Marks, Instructional Dean of Health Occupations

Purpose: Cerritos College has entered into an agreement over the past several years with the California Department of Education ("CDE") under the Preschool Education Services Programs whereby CDE will reimburse Cerritos College to provide preschool education services/programs. Maximum reimbursable amounts (MRA) under the program are dependent upon yearly state funding allocations. The minimum number of child days of enrollment are 20,671 and the minimum days of operation are 243. CDE proposes to enter into an agreement with Cerritos College for fiscal year (FY) 2017-2018 to provide preschool education services to children under the age of three for a MRA of $836,152 as revenue to Cerritos College. This agreement will replace the previous agreement that expired June 30, 2017.

Period: The time period of the agreement is July 1, 2017 through June 30, 2018.

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

ATTACHMENT(S)
Draft of Contract No. 17C0008 - California Department of Education, California State Preschool Program (CSPP), Fiscal Year 2017-2018

CALIFORNIA DEPARTMENT OF EDUCATION
1430 N Street
Sacramento, CA 95814-5901

F.Y. 17 - 18

DATE: July 01, 2017

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACT NUMBER: CSPP-7162
PROGRAM TYPE: CALIFORNIA STATE PRESCHOOL PROGRAM
PROJECT NUMBER: 19-6436-00-7

CONTRACTOR'S NAME: CERRITOS COMMUNITY COLLEGE DISTRICT

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the terms and conditions of the CURRENT APPLICATION; the GENERAL TERMS AND CONDITIONS (GTC 04/2017)*; the STATE PRESCHOOL PROGRAM REQUIREMENTS*; and the FUNDING TERMS AND CONDITIONS (FT&C)*, which are by this reference made a part of this Agreement. Where the GTC 04/2017 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail.

Funding of this Agreement is contingent upon appropriation and availability of sufficient funds. This Agreement may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this Agreement.

The period of performance for this Agreement is July 01, 2017 through June 30, 2018. For satisfactory performance of the required services, the Contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed $40.45 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of $836,152.00.

SERVICE REQUIREMENTS

Minimum Child Days of Enrollment (CDE) Requirement	20,671.0
Minimum Days of Operation (MDO) Requirement	243

Any provision of this Agreement found to be in violation of Federal and State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this Agreement.

Items shown with an Asterisk (*), are hereby incorporated by this reference and made part of this Agreement as if attached hereto. These documents can be viewed at http://www.cde.ca.gov/fg/aa/cd/ftc2017.asp.

STATE OF CALIFORNIA	CONTRACTOR
BY (AUTHORIZED SIGNATURE)	BY (AUTHORIZED SIGNATURE)
PRINTED NAME OF PERSON SIGNING: VALARIE BLISS,	PRINTED NAME AND TITLE OF PERSON SIGNING
TITLE: CONTRACT MANAGER	ADDRESS

AMOUNT ENCUMBERED BY THIS DOCUMENT: $ 836,152	PROGRAM/CATEGORY (CODE AND TITLE): Child Development Programs		FUND TITLE: General	Department of General Services use only
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT: $ 0	(OPTIONAL USE) 0656 23038-6436			
TOTAL AMOUNT ENCUMBERED TO DATE: $ 836,152	ITEM 30.10.010. 6100-196-0001	CHAPTER B/A	STATUTE 2017	FISCAL YEAR 2017-2018
	OBJECT OF EXPENDITURE (CODE AND TITLE): 702 SACS: Res-6105 Rev-8590			
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.			T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER			DATE	

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **July 19, 2017**
Agenda Item No. 38

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Ratification of the Agreement with the California Department of Education for General Child Care and Development Programs for Fiscal Year 2017-2018

ACTION
It is recommended that the Board of Trustees ratify the agreement with the California Department of Education for General Child Care and Development Programs for Fiscal Year 2017-2018.

FISCAL IMPACT
Cerritos College will receive funding in the amount of $40.20 per child per day of full-time enrollment and a maximum reimbursable amount (MRA) of $173,142; funding is made possible through the California Department of Education. No District general funds will be used.

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 DEPARTMENT OF EDUCATION
GENERAL CHILD CARE AND DEVELOPMENT PROGRAMS FOR FISCAL YEAR 2017-2018
Requested by: Ms. Sandra Marks, Instructional Dean of Health Occupations

Purpose: Cerritos College has entered into an agreement over the past several years with the California Department of Education ("CDE") under the General Child Care and Development Programs whereby CDE will reimburse Cerritos College to provide preschool education services to children under the age of three. Maximum reimbursable amounts (MRA) under the program are dependent upon yearly state funding allocations. The minimum number of child days of enrollment are 4,307 and the minimum days of operation are 243. CDE proposes to enter into an agreement with Cerritos College for fiscal year (FY) 2017-2018 to provide child development services/programs for a MRA of $173,142 as revenue to Cerritos College. This agreement will replace the previous agreement that expired June 30, 2017.

Period: The time period of the agreement will be from July 1, 2017 through June 30, 2018.

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

ATTACHMENT(S)
Draft of Contract No. 17C0009 - California Department of Education, General Child Care and Development Programs (CCTR) Fiscal Year 2017-2018

CALIFORNIA DEPARTMENT OF EDUCATION
1430 N Street
Sacramento, CA 95814-5901

F.Y. 17 - 18

DATE: July 01, 2017

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACT NUMBER: CCTR-7073
PROGRAM TYPE: GENERAL CHILD CARE & DEV PROGRAMS
PROJECT NUMBER: 19-6436-00-7

CONTRACTOR'S NAME: CERRITOS COMMUNITY COLLEGE DISTRICT

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the terms and conditions of the CURRENT APPLICATION; the GENERAL TERMS AND CONDITIONS (GTC 04/2017)*; the GENERAL CHILD CARE AND DEVELOPMENT PROGRAM REQUIREMENTS*; and the FUNDING TERMS AND CONDITIONS (FT&C)*, which are by this reference made a part of this Agreement. Where the GTC 04/2017 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail.

Funding of this Agreement is contingent upon appropriation and availability of sufficient funds. This Agreement may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this Agreement.

The period of performance for this Agreement is July 01, 2017 through June 30, 2018. For satisfactory performance of the required services, the Contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed $40.20 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of $173,142.00.

SERVICE REQUIREMENTS

Minimum Child Days of Enrollment (CDE) Requirement	4,307.0
Minimum Days of Operation (MDO) Requirement	243

Any provision of this Agreement found to be in violation of Federal and State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this Agreement.

Items shown with an Asterisk (*), are hereby incorporated by this reference and made part of this Agreement as if attached hereto. These documents can be viewed at http://www.cde.ca.gov/fg/aa/cd/ftc2017.asp

STATE OF CALIFORNIA	**CONTRACTOR**
BY (AUTHORIZED SIGNATURE)	BY (AUTHORIZED SIGNATURE)
PRINTED NAME OF PERSON SIGNING: VALARIE BLISS,	PRINTED NAME AND TITLE OF PERSON SIGNING
TITLE: CONTRACT MANAGER	ADDRESS

AMOUNT ENCUMBERED BY THIS DOCUMENT: $ 173,142	PROGRAM/CATEGORY (CODE AND TITLE): Child Development Programs		FUND TITLE	Department of General Services use only
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT: $ 0	(OPTIONAL USE): See Attached			
TOTAL AMOUNT ENCUMBERED TO DATE: $ 173,142	ITEM: See Attached	CHAPTER	STATUS / FISCAL YEAR	
	OBJECT OF EXPENDITURE (CODE AND TITLE): 702			
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.			T.B.A. NO. / B.R. NO.	
SIGNATURE OF ACCOUNTING OFFICER: See Attached			DATE	

CONTRACTOR'S NAME: CERRITOS COMMUNITY COLLEGE DISTRICT

CONTRACT NUMBER: CCTR-7073

AMOUNT ENCUMBERED BY THIS DOCUMENT	PROGRAM/CATEGORY (CODE AND TITLE)		FUND TITLE
$ 50,123	Child Development Programs		Federal
PRIOR AMOUNT ENCUMBERED	(OPTIONAL USE) 0656	FC# 93.596	PC# 000321
$ 0	13609-6436		
TOTAL AMOUNT ENCUMBERED TO DATE	ITEM 30.10.020.001	CHAPTER	STATUTE / FISCAL YEAR
$ 50,123	6100-194-0890	B/A	2017 / 2017-2018
	OBJECT OF EXPENDITURE (CODE AND TITLE)		
	702 SACS: Res-5025 Rev-8290		

AMOUNT ENCUMBERED BY THIS DOCUMENT	PROGRAM/CATEGORY (CODE AND TITLE)		FUND TITLE
$ 23,039	Child Development Programs		Federal
PRIOR AMOUNT ENCUMBERED	(OPTIONAL USE) 0656	FC# 93.575	PC# 000324
$ 0	15136-6436		
TOTAL AMOUNT ENCUMBERED TO DATE	ITEM 30.10.020.001	CHAPTER	STATUTE / FISCAL YEAR
$ 23,039	6100-194-0890	B/A	2017 / 2017-2018
	OBJECT OF EXPENDITURE (CODE AND TITLE)		
	702 SACS: Res-5025 Rev-8290		

AMOUNT ENCUMBERED BY THIS DOCUMENT	PROGRAM/CATEGORY (CODE AND TITLE)		FUND TITLE
$ 99,980	Child Development Programs		General
PRIOR AMOUNT ENCUMBERED	(OPTIONAL USE) 0656		
$ 0	23254-6436		
TOTAL AMOUNT ENCUMBERED TO DATE	ITEM 30.10.020.001	CHAPTER	STATUTE / FISCAL YEAR
$ 99,980	6100-194-0001	B/A	2017 / 2017-2018
	OBJECT OF EXPENDITURE (CODE AND TITLE)		
	702 SACS: Res-6105 Rev-8590		

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.	T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER	DATE	

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **July 19, 2017**
Agenda Item No. 39

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director of Purchasing and
Contract Administration

SUBJECT: Consideration of Approval of the Agreement with Cambridge West Partnership, LLC for Independent Financial Review of the Academic Calendar Options

ACTION
It is recommended that the Board of Trustees approve the agreement with Cambridge West Partnership, LLC for independent financial review of the Academic Calendar options.

FISCAL IMPACT
The total contract sum will be for the amount not-to-exceed $32,000; funding will be allocated from the Business Services budget.

REPORT SUMMARY
The District annually contracts with various individuals, commercial firms, and other governmental agencies for the purpose of procuring or providing a variety of services.

SERVICES – NEW
CAMBRIDGE WEST PARTNERSHIP, LLC
INDEPENDENT FINANCIAL REVIEW OF THE ACADEMIC CALENDAR OPTIONS
Requested by: Mr. Felipe R. Lopez, Vice President of Business Services/Assistant Superintendent

Purpose: Cerritos College wishes to enter into an agreement with Cambridge West Partnership, LLC ("CWP") to provide independent financial review of the current academic calendar versus a compressed academic calendar and its impact on various operations of the college. CWP proposes to review the following issues related to the academic calendar: class schedule, financial impact, student learning and success, instructional programs, student services, instructional support and facilities, and faculty contact. CWP will review the current data, conduct a series of interviews with key stakeholders, and present the outcomes to an established committee.

Period: The time period will be from July 20, 2017 through June 30, 2018.

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

ATTACHMENT(S)
Draft of Contract No. 17C0004 - Cambridge West Partnership, LLC

Cerritos College

DRAFT

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

Contract No. 17C0004

PARTIES AND DATE

This Agreement is made and entered into this **20th** day of **July**, **2017**, by and between **Cerritos Community College District** ("DISTRICT"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **Cambridge West Partnership, LLC** ("CONTRACTOR"), with its principal place of business at 14471 Chambers Road, Suite 260, Tustin, CA 92780. DISTRICT and CONTRACTOR are sometimes individually referred to as "Party" and collectively as "Parties."

RECITALS

WHEREAS, DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required by DISTRICT in this Agreement; and

WHEREAS, the work to be performed generally includes **Review of Academic Calendar vs. Compressed Calendar**, as directed by DISTRICT; and

WHEREAS, CONTRACTOR is specially trained and experienced and competent to perform the special services required by DISTRICT, and such services are needed by DISTRICT from time to time on a limited basis; and

WHEREAS, CONTRACTOR represents that it possesses such necessary skill and expertise required, is familiar with the plans of DISTRICT, and desires to provide such services to DISTRICT on the terms and conditions set forth in this Agreement.

NOW THEREFORE, the Parties agree as follows:

1.0 SCOPE OF WORK – SERVICES TO BE PROVIDED BY CONTRACTOR

1.1 CONTRACTOR promises and agrees to furnish to DISTRICT all labor, materials, tools, equipment, services and incidental and customary work, as necessary to fully and adequately provide those services required under this Agreement. The services to be performed shall include:

1.1.1 To provide independent financial review of the current academic calendar vs. compressed academic calendar and its impact on various operations of the District, per the Proposal for Services (1 page) attached hereto and incorporated into this Agreement by this reference as "Exhibit B".

1.2 CONTRACTOR shall furnish all labor, materials, equipment, supplies, and other items necessary to complete the services under this Agreement at CONTRACTOR'S own expense. CONTRACTOR shall perform **Review of Academic Calendar vs. Compressed Calendar** in accordance with this Agreement, current and generally accepted principles and practices of CONTRACTOR'S profession, and all applicable local, state and federal laws, rules, and regulations.

2.0 TERM.

2.1 The term of this Agreement shall begin on **July 20, 2017**, and end on **June 30, 2018**, unless earlier terminated in Section 7 of this Agreement or unless the Agreement is renewed or extended by execution of a "Cerritos Community College District Contract Amendment Form" attached hereto as Exhibit "A" and incorporated herein by this reference ("Contract Amendment Form"). CONTRACTOR shall complete the **Review of Academic Calendar vs. Compressed Calendar** within the term of this Agreement. All

applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement

3.0 SERVICE FEES, EXPENSES, AND INVOICING

3.1 Service Fees. DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement a **rate of One Hundred Sixty and 00/100 dollars ($160.00) per hour for up to 200 billable hours**, subject to the **total Not-to-Exceed amount of Thirty Two Thousand and 00/100 dollars ($32,000.00)**.

3.2 Expenses. All direct or indirect expenses incurred by CONTRACTOR in performance of the Agreement are the responsibility of the CONTRACTOR and are considered to be included in the CONTRACTOR'S above service fees.

3.3 Invoices shall be submitted by CONTRACTOR once per month for services rendered and expenses incurred during the prior month. Invoices shall identify the billing period, Contract Number of this Agreement, CONTRACTOR'S Taxpayer Identification Number. Invoices shall itemize services performed by service date with a brief description and, as applicable, associated hours worked and billing rates.

3.4 No invoices will be paid unless (i) this Agreement has been signed by the CONTRACTOR and properly executed by DISTRICT and (ii) the CONTRACTOR has submitted a Department of the Treasury IRS Form W-9 to the DISTRICT'S Accounting Department, attention Accounts Payable.

3.5 At any time during the term of this Agreement, DISTRICT may request that CONTRACTOR perform Extra Work. As used herein, "Extra Work" means any work that is determined by DISTRICT to be necessary for the proper completion of any project or service under this Agreement, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. CONTRACTOR shall not perform, nor be compensated for, Extra Work without written authorization from DISTRICT.

4.0 RESPONSIBILITIES OF CONTRACTOR

4.1 Services and work performed under this Agreement shall be performed by CONTRACTOR and/or under its supervision. CONTRACTOR will determine the means, method and details of performing the services subject to the requirements of this Agreement. DISTRICT retains CONTRACTOR on an independent contractor basis and CONTRACTOR is not an employee, agent or representative of DISTRICT. CONTRACTOR retains the right to perform similar or different services for others during the term of this Agreement. CONTRACTOR understands and agrees that CONTRACTOR'S employees shall not be considered officers, employees or agents of DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of DISTRICT, including, but not limited to, State Unemployment Compensation, Workers' Compensation insurance. CONTRACTOR assumes the full responsibility for CONTRACTOR'S acts or liabilities including those of CONTRACTOR'S employees or agents as they relate to the services performed under this Agreement. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes, with respect to CONTRACTOR'S employees. The DISTRICT will not withhold taxes for CONTRACTOR or CONTRACTOR'S employees or independent subcontractors. CONTRACTOR agrees to indemnify, defend and hold DISTRICT harmless from and against any and all liability arising from any failure of CONTRACTOR to pay or withhold any applicable tax when due.

4.2 CONTRACTOR is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the services that are being performed under this Agreement are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, CONTRACTOR agrees to fully comply with such Prevailing Wage Laws. DISTRICT shall provide CONTRACTOR with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. CONTRACTOR shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the services under this Agreement available to interested parties upon request, and shall post copies at the CONTRACTOR'S principal place of business and at any project site. CONTRACTOR shall defend, indemnify and hold DISTRICT, its elected officials, officers, employees and agents free and

harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

4.3 CONTRACTOR shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out work and services under this Agreement, CONTRACTOR shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

4.4 CONTRACTOR shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. CONTRACTOR shall allow a representative of DISTRICT during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. CONTRACTOR shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

4.5 CONTRACTOR shall perform the services under this Agreement expeditiously, within the term of this Agreement. CONTRACTOR represents that it has the professional and technical personnel required to perform the services under this Agreement in conformance with such conditions. In order to facilitate CONTRACTOR'S conformance with the Schedule, DISTRICT shall respond to CONTRACTOR'S submittals in a timely manner. Upon the DISTRICT'S request, CONTRACTOR shall provide a more detailed schedule of anticipated performance to meet the relevant Schedule of Services.

4.6 CONTRACTOR has represented to DISTRICT that certain key personnel will perform and coordinate the services under this Agreement. Should one or more of such personnel become unavailable, CONTRACTOR may substitute other personnel of at least equal competence and experience upon written approval of DISTRICT. In the event that DISTRICT and CONTRACTOR cannot agree as to the substitution of key personnel, DISTRICT shall be entitled to terminate this Agreement, pursuant to provisions of Section 7 of this Agreement.

4.7 DISTRICT'S REPRESENTATIVE. The DISTRICT hereby designates **Felipe Lopez, Vice President of Business Services** or his designee, to act as its representative for the performance of this Agreement ("DISTRICT'S Representative"). DISTRICT'S Representative shall have the power to act on behalf of the DISTRICT for all purposes under this Agreement. CONTRACTOR shall not accept direction or orders from any person other than the DISTRICT'S Representative or his or her designee.

4.8 CONTRACTOR hereby designates **C. M. Brahmbhatt, Principal, Cambridge West Partnership, LLC** or his designee, to act as its representative for the performance of this Agreement ("CONTRACTOR'S Representative"). CONTRACTOR'S Representative shall have full authority to represent and act on behalf of the CONTRACTOR for all purposes under this Agreement. The CONTRACTOR'S Representative shall supervise and direct all services under this Agreement, using [his or her] best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of all services under this Agreement.

4.9 CONTRACTOR agrees to work closely with DISTRICT staff in the performance of all services under this Agreement and shall be available to DISTRICT'S staff, contractors and other staff at all reasonable times.

4.10 CONTRACTOR shall perform all services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. CONTRACTOR represents and maintains that it is skilled in the professional calling necessary to perform all services under this Agreement. CONTRACTOR warrants that all employees and subcontractors shall have sufficient skill and experience to perform the services assigned to them. Finally, CONTRACTOR represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform all services required under this Agreement. As provided for in the indemnification provisions of this Agreement, CONTRACTOR shall perform, at its own cost and expense and without reimbursement from the DISTRICT, any services necessary to correct errors or omissions which are caused by the CONTRACTOR'S failure to comply with the standard of care provided for herein. Any employee of the CONTRACTOR or its subcontractors who is determined by the DISTRICT to be uncooperative, incompetent, a threat to the adequate or timely completion of services under this Agreement, a threat to the safety of persons or

property, or any employee who fails or refuses to perform such services in a manner acceptable to the DISTRICT, shall be promptly removed from work by the CONTRACTOR and shall not be re-employed to perform any services or work under this Agreement.

4.11 CONTRACTOR shall perform and complete all services under this Agreement within the term set forth in Section 4.5 above ("Performance Time"). CONTRACTOR agrees that if services are not completed within the aforementioned Performance Time, it is understood, acknowledged and agreed that the DISTRICT will suffer damage.

4.12 CONTRACTOR shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting its work or services under this Agreement, including all Cal/OSHA requirements, and shall give all notices required by law. CONTRACTOR shall be liable for all violations of such laws and regulations in connection with such work or services. If CONTRACTOR performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the DISTRICT, CONTRACTOR shall be solely responsible for all costs arising therefrom. CONTRACTOR shall defend, indemnify and hold DISTRICT, its officials, directors, officers, employees, volunteers, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

4.13 By executing this Agreement, CONTRACTOR verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the CONTRACTOR. CONTRACTOR also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. CONTRACTOR shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. CONTRACTOR shall maintain records of each such verification, and shall make them available to the DISTRICT or its representatives for inspection and copy at any time during normal business hours. The DISTRICT shall not be responsible for any costs or expenses related to CONTRACTOR'S compliance with the requirements provided for in Section 4.0 or any of its sub-sections.

4.14 To the same extent and under the same conditions as CONTRACTOR, CONTRACTOR shall require all of its subcontractors performing any work relating to this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 4.13.

4.15 Each person executing this Agreement on behalf of CONTRACTOR verifies that they are a duly authorized officer of CONTRACTOR, and understands that any of the following shall be grounds for the DISTRICT to terminate the Agreement for cause: (1) failure of CONTRACTOR or its subcontractors to meet any of the requirements provided for in Sections 4.13 or 4.14; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the CONTRACTOR under Section 4.14); or (3) failure to immediately remove from work any person found not to be in compliance with such requirements.

4.16 By its signature hereunder, CONTRACTOR certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the services under this Agreement.

4.17 CONTRACTOR represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

5.0 INDEMNIFICATION.

5.1 To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold DISTRICT and its Governing Board, officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of CONTRACTOR, its officials, officers, employees, subcontractors or agents in connection with the performance of CONTRACTOR'S services, project or efforts undertaken pursuant to this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent CONTRACTOR'S services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONTRACTOR.

5.2 CONTRACTOR shall defend, with Counsel of DISTRICT'S choosing and at CONTRACTOR'S own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 5.1 that may be brought or instituted against DISTRICT or its Governing Board, officials, officers, employees, volunteers, and agents. CONTRACTOR shall pay and satisfy any judgment, award or decree that may be rendered against DISTRICT or its Governing Board, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. CONTRACTOR shall also reimburse DISTRICT for the cost of any settlement paid by DISTRICT or its Governing Board, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for DISTRICT'S attorney's fees and costs, including expert witness fees. CONTRACTOR shall reimburse DISTRICT and its Governing Board, officials, officers, employees, volunteers and agents, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. CONTRACTOR'S obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the DISTRICT, its directors, officials officers, employees, agents, or volunteers.

6.0 INSURANCE.

6.1 CONTRACTOR shall not commence work under this Agreement until it has provided evidence satisfactory to DISTRICT that it has secured all insurance required under this section. CONTRACTOR agrees to maintain, during the performance of all services under this Agreement, and for period of not less than one year following the expiration of this Agreement, at its sole expense, the following insurance coverages with limits of not less than those designated below:

(a) **Minimum Requirements**. CONTRACTOR shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the CONTRACTOR, its agents, representatives, employees or subcontractors. CONTRACTOR shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

i. **Minimum Scope of Insurance**. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); (3) Professional Liability Insurance; and (4) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

ii. **Minimum Limits of Insurance**. CONTRACTOR shall maintain limits no less than: (1) *General Liability:* $1,000,000 per occurrence for bodily injury, personal injury and property damage; if Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit and shall specifically include blanket contractual liability, written on an occurrence basis; (2) *Automobile Liability:* $1,000,000 per accident for bodily injury and property damage; (3) *Professional Liability*: $1,000,000 per claim; (4) *if Contractor has an employee(s), Workers' Compensation and Employer's Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Practices Liability limits of $1,000,000 per accident.

(b) **Insurance Endorsements**. The insurance policies shall contain the following provisions, or CONTRACTOR shall provide endorsements on forms approved by the DISTRICT to add the following provisions to the insurance policies:

i. **General Liability**. The general liability policy shall be endorsed to state that: (1) DISTRICT, its directors, officials, officers, employees, volunteers, and agents shall be covered as additional insureds with respect to the services or operations performed by or on behalf of the CONTRACTOR, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the DISTRICT, its Governing Board, officials, officers, employees, volunteers, and agents, or if excess, shall stand in an unbroken chain of coverage excess of the CONTRACTOR'S scheduled underlying coverage. Any insurance or self-insurance maintained by the DISTRICT, its Governing Board, officials, officers, employees, volunteers, and agents shall be excess of the CONTRACTOR'S insurance and shall not be called upon to contribute with it in any way.

ii. **Automobile Liability**. The automobile liability policy shall be endorsed to state that: (1) DISTRICT, its directors, officials, officers, employees, volunteers, and agents shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the CONTRACTOR or for which the CONTRACTOR is responsible; and (2) the insurance coverage shall be primary insurance as respects DISTRICT, its Governing Board, officials, officers, employees, volunteers and agents, or if excess, shall stand in an unbroken chain of coverage excess of the CONTRACTOR'S scheduled underlying coverage. Any insurance or self-insurance maintained by DISTRICT, its Governing Board, officials, officers, employees, volunteers and agents shall be excess of the CONTRACTOR'S insurance and shall not be called upon to contribute with it in any way.

iii. **Workers' Compensation and Employers Liability Coverage**. The insurer shall agree to waive all rights of subrogation against DISTRICT, its Governing Board, officials, officers, employees, volunteers, and agents for losses paid under the terms of the insurance policy which arise from work performed by the CONTRACTOR.

iv. **All Coverages**. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to DISTRICT; and, (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to DISTRICT, its Governing Board, officials, officers, employees, volunteers and agents.

(c) **Separation of Insureds; No Special Limitations**. All insurance required by this Agreement, except for Workers' Compensation and Employer's Liability and Professional Liability coverage, shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to DISTRICT, its Governing Board, officials, officers, employees, volunteers and agents.

(d) **Deductibles and Self-Insurance Retentions**. Any deductibles or self-insured retentions must be declared to and approved by DISTRICT. If DISTRICT does not approve the deductibles or self-insured retentions as presented, CONTRACTOR shall guarantee that, at the option of DISTRICT, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects DISTRICT, its directors, officials, officers, employees and agents; or, (2) CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

(e) **Acceptability of Insurers**. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to DISTRICT.

(f) **Reporting of Claims**. CONTRACTOR shall report to DISTRICT, in addition to CONTRACTOR'S insurer, any and all insurance claims submitted by CONTRACTOR in connection with services under this Agreement.

(g) **Verification of Coverage**. CONTRACTOR shall furnish DISTRICT with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to DISTRICT. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be

received and approved by DISTRICT before work commences. DISTRICT reserves the right to require complete, certified copies of all required insurance policies, at any time.

6.2 The DISTRICT does not represent or warrant that the types or limits of insurance adequately protect CONTRACTOR'S interest or sufficiently cover CONTRACTOR'S liability exposure. Failure by CONTRACTOR to maintain the insurance coverages specified herein shall be considered a material breach of this Agreement.

6.3 Prior to commencing work, CONTRACTOR will furnish DISTRICT with properly endorsed certificates of insurance acceptable to DISTRICT which provide that the coverage will not be canceled or materially changed except upon thirty (30) days written notice to DISTRICT. All certificates must be faxed or emailed, followed by a hard copy "wet ink" signed original in the mail to: Cerritos Community College District, Attn: Purchasing, 11110 Alondra Boulevard, Norwalk, CA 90650-6203.

6.4 No payments will be made to CONTRACTOR until current and complete certificate(s) of insurance are on file with the Purchasing Services Office of DISTRICT.

7.0 TERMINATION OF AGREEMENT

7.1 DISTRICT may, by written notice to CONTRACTOR, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to CONTRACTOR of such termination, and specifying the effective date thereof, not less than ten (10) business days before the effective date of such termination. Upon termination, CONTRACTOR shall be compensated only for those services which have been adequately rendered to DISTRICT, and CONTRACTOR shall be entitled to no further compensation. CONTRACTOR may not terminate this Agreement except for cause.

7.2 If this Agreement is terminated as provided herein, DISTRICT may require CONTRACTOR to provide all finished or unfinished Documents and Data and other information of any kind prepared by CONTRACTOR in connection with the performance of services under this Agreement. CONTRACTOR shall be required to provide such document and other information within fifteen (15) days of the request.

7.3 In the event this Agreement is terminated in whole or in part as provided herein, DISTRICT may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

8.0 EMPLOYMENT WITH PUBLIC AGENCY. CONTRACTOR, if an employee of another public agency, agrees that CONTRACTOR will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time expended in the execution of the services under this AGREEMENT.

9.0 CONFLICT OF INTEREST. CONTRACTOR shall not hire any officer or employee of the DISTRICT to perform any service covered by this Agreement. CONTRACTOR affirms that to the best of CONTRACTOR'S knowledge there exists no actual or potential conflict between CONTRACTOR'S family, business, or financial interests and the services provided under this Agreement, and in the event of change in either private interests or service under this Agreement, any question regarding possible conflict of interest which may rise as a result of such change will be raised with DISTRICT. CONTRACTOR shall not be in a reporting relationship to a DISTRICT employee who is a near relative, nor shall the near relative be in a decision-making position with respect to CONTRACTOR.

10.0 ON-SITE ACCOMMODATIONS. DISTRICT shall provide CONTRACTOR with reasonable and customary working accommodations to support any on-site activities in the performance of CONTRACTOR'S services.

11.0 OWNERSHIP OF MATERIALS/CONFIDENTIALITY.

11.1 **Originality of Services**. CONTRACTOR warrants and represents that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and video productions prepared for, written for, submitted to DISTRICT and/or used in connection with this Agreement, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services or under lawful license by any CONTRACTOR hired subcontractor.

11.2 **Documents & Data; Licensing of Intellectual Property**. This Agreement creates a non-exclusive and perpetual license for DISTRICT to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by CONTRACTOR under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of DISTRICT, and shall not be used in whole or in substantial part by CONTRACTOR on other projects or services without DISTRICT'S express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, CONTRACTOR shall provide to DISTRICT reproducible copies of all Documents & Data, in a form and amount required by DISTRICT. DISTRICT reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by DISTRICT at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the CONTRACTOR is entitled under the termination provisions of this Agreement, CONTRACTOR shall provide all Documents & Data to DISTRICT upon payment of the undisputed amount. CONTRACTOR shall have no right to retain or fail to provide to DISTRICT any such documents pending resolution of the dispute. In addition, CONTRACTOR shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of services under this Agreement, and shall make copies available to DISTRICT upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, CONTRACTOR shall make a reasonable effort to notify DISTRICT and provide DISTRICT with the opportunity to obtain the documents.

11.3 **Subcontractors**. CONTRACTOR shall require all subcontractors to agree in writing that DISTRICT is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. CONTRACTOR represents and warrants that CONTRACTOR has the legal right to license any and all Documents & Data. CONTRACTOR makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than CONTRACTOR or its subcontractors, or those provided to CONTRACTOR by the DISTRICT.

11.4 **Right to Use**. DISTRICT shall not be limited in any way in its use or reuse of Documents and Data or any part of thereof at any time for purposes of any project or services under this Agreement provided that any such use not within the purposes intended by this Agreement or on a project or service other than any project or service under this Agreement without employing the services of CONTRACTOR shall be at DISTRICT'S sole risk. If DISTRICT uses or reuses the Documents & Data on any project or service other than a project or service under this Agreement, it shall remove the CONTRACTOR'S seal from the Documents & Data and indemnify and hold harmless CONTRACTOR and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other projects or services. CONTRACTOR shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the DISTRICT upon completion, suspension, abandonment or termination. CONTRACTOR shall not be responsible or liable for any revisions to the Documents & Data made by any party other than CONTRACTOR, a party for whom the CONTRACTOR is legally responsible or liable, or anyone approved by the CONTRACTOR.

11.5 **Indemnification**. CONTRACTOR shall defend, indemnify and hold the DISTRICT, its directors, officials, officers, employees, volunteers, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on any project or service by DISTRICT of the Documents & Data, including any method, process, product, or concept specified or depicted

11.6 **Confidentiality**. All Documents & Data, either created by or provided to CONTRACTOR in connection with the performance of this Agreement, shall be held confidential by CONTRACTOR. All Documents & Data shall not, without the prior written consent of DISTRICT, be used or reproduced by CONTRACTOR for any purposes other than the performance of services under this Agreement. CONTRACTOR shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of any project or service under this Agreement. Nothing furnished to CONTRACTOR that is otherwise known to CONTRACTOR or is generally known, or has become known, to the related industry shall be deemed confidential. CONTRACTOR shall not use DISTRICT'S name or insignia, photographs of any project, or any publicity pertaining to any services or any

project under this Agreement, in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of DISTRICT.

12.0 RECORDS ABOUT INDIVIDUALS. California law, as well as DISTRICT policy, sets forth certain requirements and safeguards regarding records pertaining to individuals.

12.1 Unless otherwise provided in writing, records containing confidential or personal information about individuals will become the property of the DISTRICT and subject to state law and DISTRICT policies governing privacy and access to files.

12.2 CONTRACTOR shall use his or her best efforts to keep confidential any information provided by DISTRICT and marked "Confidential Information," or any oral information conveyed to CONTRACTOR by DISTRICT and followed by a written communication within thirty (30) days that said information shall be considered Confidential Information. This non-disclosure provision shall not apply to any of the following: (i) information which the CONTRACTOR can demonstrate by written records was known to CONTRACTOR prior to the effective date of this Agreement; (ii) is currently in, or in the future enters, the public domain other than through a breach of this Agreement or through other acts or omissions of CONTRACTOR; or (iii) is obtained lawfully from a third party.

13.0 DRUG-FREE WORKPLACE POLICY AND REQUIREMENTS. While performing any service for DISTRICT, CONTRACTOR'S employees, agents, or subcontractors shall not: (a) be under the influence of alcohol or any controlled substance, (b) use, possess, distribute, or sell illicit or unprescribed controlled drugs, drug paraphernalia, or alcoholic beverages, or (c) misuse legitimate prescription drugs.

13.1 CONTRACTOR shall advise its employees, agents, or subcontractors of this policy. Their entry onto DISTRICT'S premises or the work site constitutes consent to searches and inspections. When DISTRICT has reason to believe there has been a violation of any aspect of the drug-free workplace requirements, CONTRACTOR and its employees, agents, suppliers, subcontractors shall, when requested, immediately submit to a search of their person, and/or lockers, lunch boxes, briefcases, purses, packages, desks, workstations, vehicles and other personal belongings available for inspection.

13.2 CONTRACTOR understands and agrees that any of its employees involved in accidents will be subject to drug and/or alcohol testing as part of the post-accident investigation.

13.3 Declining to submit to required searches and inspections may result in the termination of this Agreement and all current or future business relationships and/or visiting privileges.

14.0 DELAYS.

14.1 Delay, nondelivery, or any other failure to perform shall not be excused, unless it arises as a result of unforeseeable causes beyond the control and without the fault or negligence of CONTRACTOR and CONTRACTOR gives notice to DISTRICT within 24 hours of both the delay or nondelivery and the cause thereof and exerts reasonable efforts to mitigate the effect of same on DISTRICT to cause a complete cure of the failure in no less than five (5) working days. Delays caused by matters outside of CONTRACTOR'S control shall be excusable, and CONTRACTOR waives any other claims or entitlement for fees or compensation based on extended delays or absences hereunder

14.2 If at any time CONTRACTOR becomes aware of circumstances that may cause a delay, CONTRACTOR shall immediately give written notice of such circumstances to the DISTRICT and shall immediately take action to remedy the situation. If CONTRACTOR does not remedy the situation within a reasonable time, the DISTRICT shall have the right, directly or through CONTRACTOR, to investigate and institute action at CONTRACTOR'S expense, to prevent or mitigate any delay.

15.0 FORCE MAJEURE. Neither Party shall be in default for any failure or delay in performance hereunder when such failure or delay is the result of a force majeure, which is hereby defined as any unforeseeable event which is beyond that Party's reasonable control and without its fault or negligence. Such events may include, but are not restricted to: (a) acts of God or of the public enemy, (b) acts of government in either its sovereign or contractual capacity, (c) strikes, lockouts or other industrial disputes, (d) riots, mutinies, civil commotion, war or war-like operations, or sabotage.

16.0 DISPUTES. All claims, disputes, and other matters in question between the Parties arising out of or relating to this Agreement or the breach thereof shall be addressed in the following manner.

16.1 The Parties shall enter into good faith negotiations to reach an equitable settlement.

16.2 If a good faith settlement cannot be reached, the Parties may agree to select a method of dispute resolution other than litigation, such as arbitration, mediation, or other method of alternative dispute resolution. In the event that the Parties are unable to agree on a method of dispute resolution other than litigation, suit may be brought in a court located nearest the DISTRICT office involved in the suit.

16.3 Should it be necessary for either Party to initiate legal proceedings to resolve disputes arising out of or relating to this Agreement, the prevailing Party shall be entitled to receive from the other Party all costs and expenses, including reasonable attorney's fees, incurred in such proceedings.

16.4 Notwithstanding the fact that a dispute, controversy or question shall have arisen in the interpretation of any provision of this Agreement, the performance of any work, the delivery of any material, the payment of any moneys to CONTRACTOR, or otherwise, CONTRACTOR agrees that it will not directly or indirectly stop or delay the work directed by DISTRICT, or any part thereof, or stop or delay the delivery of any material or services required to be furnished hereunder, pending the determination of such dispute or controversy, regardless of whether such dispute, controversy, or question is or may be subject to litigation or other form of dispute resolution.

17.0 GOVERNING LAW; GOVERNMENT CODE CLAIM COMPLIANCE. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, CONTRACTOR must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the DISTRICT. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by CONTRACTOR. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, CONTRACTOR shall be barred from bringing and maintaining a valid lawsuit against the DISTRICT.

18.0 ASSIGNMENT AND APPROVAL TO SUBCONTRACT. This Agreement is for the exclusive services of CONTRACTOR. The obligations of the CONTRACTOR pursuant to this Agreement shall not be assigned or subcontracted to another entity or individual by CONTRACTOR without the express written approval of DISTRICT.

19.0 CONSTRUCTION; REFERENCES; CAPTIONS. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not business days unless otherwise specified in this Agreement. All references to CONTRACTOR include all personnel, employees, agents, and subcontractors of CONTRACTOR, except as otherwise specified in this Agreement. All references to DISTRICT include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

20.0 AMENDMENT; MODIFICATION. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties pursuant to a Contract Amendment Form, Exhibit “A”, attached hereto and incorporated herein by this reference. DISTRICT may modify the form of the Contract Amendment Form in its sole discretion at any time prior to execution.

21.0 NON-WAIVER. The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement shall not be deemed a waiver by that Party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

22.0 COOPERATION; FURTHER ACTS. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

23.0 ATTORNEYS' FEES. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.

24.0 AUTHORITY TO ENTER AGREEMENT. CONTRACTOR has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

25.0 COUNTERPARTS. This Agreement may be signed in counterparts, each of which shall constitute an original.

26.0 NO THIRD-PARTY RIGHTS. Nothing in this Agreement is intended to make any person or entity who is not signatory to the Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

27.0 SEVERABILITY. If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired, or invalidated in any way.

28.0 TIME OF ESSENCE. Time is of the essence for each and every provision of this Agreement.

29.0 ENTIRE AGREEMENT. This Agreement, and any attachments or exhibits incorporated by reference, constitute the entire and integrated agreement between DISTRICT and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by a writing signed by both DISTRICT and CONTRACTOR.

29.1 This Agreement and any attachments or exhibits incorporated by reference are complementary and what is required by one shall be as binding as if required by all. In the case of conflict or inconsistency, this Agreement shall control over any such attachments or exhibits.

30.0 NOTICE. Any notice or demand may be served upon one Party by the other (a) by delivering it, in writing, to the other's representative at the address as set forth below, or (b) by depositing it in a United States Postal Service deposit box with the postage fully prepaid and with the notice addressed to the other's representative at the address as set forth below, or (c) by sending a facsimile of it to the other's representative at the facsimile number set forth below.

CERRITOS COMMUNITY COLLEGE DISTRICT:	**CONTRACTOR:**
Representative: Felipe R. Lopez Vice President of Business Services/Assistant Superintendent Tel: (562) 860-2451 Ext. 2242	Representative: _____ *(Name & Title)* Tel: _____
For Notices: Cerritos Community College District Purchasing Department 11110 Alondra Boulevard Norwalk, CA 90650-6203 Fax: (562) 467-5020	For Notices: _____ _____ _____ _____ Fax: _____

[SIGNATURES ON THE FOLLOWING PAGE]

SIGNATURE PAGE
TO
CERRITOS COMMUNITY COLLEGE DISTRICT
INDEPENDENT CONTRACTOR SERVICES AGREEMENT

IN WITNESS WHEREOF, DISTRICT and CONTRACTOR have executed this Agreement on the date first written above.

CERRITOS COMMUNITY COLLEGE DISTRICT:	**CONTRACTOR:**
By: _____	By: _____
Signature	*Signature*
_____	_____
Typed or Printed Name, & Title	*Typed or Printed Name, & Title*
	_____
	E-mail
	_____
	Tax Identification Number (EIN)
Date: _____	Date: _____

EXHIBIT "A"

CERRITOS COMMUNITY COLLEGE DISTRICT
CONTRACT AMENDMENT FORM

AMENDMENT NO.

To

CONTRACT NO.

The Agreement made and entered on , by and between the **Cerritos Community College District**, a public community college district with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650 ("DISTRICT"), and , a organized under the laws of the state of with its principal place of business at ("CONTRACTOR"), is **AMENDED** on , as follows:

RECITALS

WHEREAS, DISTRICT and CONTRACTOR entered into that certain Independent Contractor Agreement dated ("Agreement"), whereby CONTRACTOR agreed to provide certain services;

WHEREAS, DISTRICT and CONTRACTOR desire to amend the Agreement to provide for additional services;

NOW THEREFORE, the Parties agree as follows:

1. TERMS

1.1 Pursuant to Sections 2.1 and 20.0 of the Agreement, CONTRACTOR shall provide the following services: [Insert As Applicable]

1.2 Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment.

1.3 This Amendment may be executed in duplicative originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

1.4 Additional Terms: [Insert As Applicable]

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

CERRITOS COMMUNITY COLLEGE DISTRICT:	**CONTRACTOR:**
By: _____	By: _____
Signature	*Signature*
_____	_____
Typed or Printed Name, & Title	*Typed or Printed Name, & Title*

EXHIBIT "B"

[EXHIBIT FOLLOWS]

PROPOSAL FOR SERVICES

Consulting services to be provided to Cerritos Community College District to review current academic calendar vs. compressed academic calendar and its impact on various operations of Cerritos College.

Cambridge West Partnership, LLC (CWP) will review the following issues related to the study of the academic calendar.

- Class Schedule
- Financial Impact
- Student Learning & Success
- Instructional programs
- Student Services
- Instructional Support & Facilities
- Faculty Contact

CWP will review current data, conduct a serious of interview with key stakeholders and present outcomes to any committee designated by the president

Project timeline: Project ~~will start May 2017 and~~ final report will be provided on or before November 30, 2017

Fees for Services: 200 hours at $160.00 an hour totaling $32,000.00
Actual hours will be billed at the end of the project.

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **July 19, 2017**
Agenda Item No. 40

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director of Purchasing and
Contract Administration

SUBJECT: Consideration of Ratification of the Agreement with Lakewood Aquatics for the Use of Facilities

ACTION
It is recommended that the Board of Trustees ratify the agreement with Lakewood Aquatics for the Use of Facilities for a one year term.

FISCAL IMPACT
For the contract term, Cerritos College will receive a monthly rent payment of $1,700 for facility usage.

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
LAKEWOOD AQUATICS
USE OF FACILITIES
Requested by: Mr. Felipe R. Lopez, Vice President of Business Services/Assistant Superintendent

Purpose: Cerritos College wishes to enter into an agreement with Lakewood Aquatics for the use of the college's Aquatic Center facilities; the rent payment encompasses common area maintenance fees, pool heating, and cleaning and maintenance costs of the assigned premises. The agreement will be for a one year term.

Period: The time period of the agreement is from July 1, 2017 through June 30, 2018.

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

ATTACHMENT(S)
Draft of Contract No. 17C0007 – Lakewood Aquatics

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **July 19, 2017**
Agenda Item No. 41

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director of Purchasing and
Contract Administration

SUBJECT: Consideration of Approval of the Agreement with Norm Reeves Honda Cerritos for the Use of Facilities

ACTION
It is recommended that the Board of Trustees approve the agreement with Norm Reeves Honda Cerritos for the Use of Facilities for a four-year term.

FISCAL IMPACT
For the contract term, Cerritos College will receive a monthly rent payment of $35,500, totaling $426,000 per year for facility usage. Cerritos College Foundation will also receive an annual contribution to support student scholarships.

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
NORM REEVES HONDA CERRITOS
USE OF FACILITIES
Requested by: Mr. Felipe R. Lopez, Vice President of Business Services/Assistant Superintendent

Purpose: Cerritos College wishes to enter into an agreement with Norm Reeves Honda Cerritos for the use of the District's property located at the corner of Studebaker and 166th Street consisting of five acres.

Period: The time period of the agreement is from August 19, 2017 through June 30, 2022

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

ATTACHMENT(S)
Draft of Contract No. 16C0210 – Norm Reeves Honda Cerritos

Cerritos College

FACILITY USE AGREEMENT

BETWEEN

CERRITOS COMMUNITY COLLEGE DISTRICT

AND

NORM REEVES HONDA CERRITOS

Contract No. 16C0210

This Facility Use Agreement (the "Agreement") is made and entered on **July 19, 2017**, by and between **Cerritos Community College District** ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk CA 90650-6203, and **Norm Reeves Honda Cerritos** ("Licensee"), incorporated under the laws of the State of California with its principal place of business at 18500 Studebaker Road, Cerritos, CA 90703. District and Licensee are sometimes individually referred to as "Party" and collectively as "Parties".

WITNESSETH

WHEREAS, Licensee desires to use a District facility known as a corner lot ("Lot") located at the **Corner of Studebaker and 166th Street** on the District's premises; for the purposes of temporarily storing vehicles; and

WHEREAS, the Parties wish to enter into an arrangement under the terms of this Agreement.

NOW, THEREFORE, in consideration of the promises and covenants contained herein, and for other valuable consideration (the receipt and sufficiency of which are hereby acknowledged) District and Licensee agree to the following terms and conditions;

Article 1. Term

1.1 The term of this Agreement (the "Term") will commence upon **August 14, 2017**. The Term shall terminate and Licensee's interest hereunder shall be forfeited on the earliest of the following dates:

a) The date the Term ends on **JUNE 30, 2022**, unless sooner terminated as provided herein.

b) The date of any Default (as defined in Article 16),

1.2 No later than three (3) months prior to the end of the Term, Licensee may give written notice to DISTRICT of its desire to extend the term of the Agreement, provided Licensee is not in Default (as defined in Article 16) at the end of the Term. It is the sole discretion of the DISTRICT to grant an extension.

1.3 Prior to or upon expiration of this Agreement, the DISTRICT may negotiate an extension not-to-exceed additional four (4) year Term of this Agreement. If the DISTRICT grants extension, the initial annual base rent shall be increased by the percentage increase in (i) the Consumer Price Index [All Urban Consumers] (base year 1982-84=100) for the Los Angeles-Riverside-Orange County, CA CMSA published by the United States Department of Labor's bureau of Labor Statistics ("CPI") as published for

the month prior to the Five Year Adjustment Date, over (ii) the CPI as published for the sixty-first month prior to such Five Year Adjustment Date; provided, however, that the percentage increase in the Annual Base Rent pursuant to this subsection shall not, in any case, be less than ten percent (10.00%) nor more than fifteen percent (15.00%) for any five (5) year period. The figure thus obtained shall be referred to as the "CPI Adjusted Annual Base Rent."

Article 2. Permitted Use

2.1 Licensee will be permitted to use allocated space in the Lot at District as shown in Attachment A (the "Assigned Premises"), as defined in Article 3, below. For the purpose of maintaining normal operations of business, Licensee will be allowed access to the Assigned Premises seven (7) days a week and twenty four (24) hours a day. Only Licensee and Licensee agents and employees shall occupy the Assigned Premises.

2.4 Subject to availability and upon reasonable notice to District, in addition to the Assigned Premises, Licensee may be allowed the use of other locations at an additional cost.

Article 3. Common Areas and Connectivity

3.1 "Common Areas" shall mean the areas of District property periodically designated by District, in its sole discretion, as common areas and include the following areas: driveways; service courts; access and egress roads; sidewalks; open and enclosed courts; landscaped and planted areas; emergency corridors.

3.2 District shall be responsible for operating, managing, equipping, lighting, repairing and maintaining Common Areas and the Assigned Premises in such manner as District, in its sole discretion periodically shall determine; and shall pay all costs and expenses associated with such operating, managing, equipping, lighting, repairing and maintaining of the Common Areas.

Article 4. Services Not Provided

4.1 Except for the services set forth in Articles 2 and 3, District shall provide no other services to Licensee. Notwithstanding the foregoing, District may provide to Licensee additional services at a cost determined by prior mutual written agreement as noted above.

Article 5. Rules and Regulations

5.1 District reserves the right periodically to adopt and promulgate, without Licensee's consent, reasonable and necessary rules and regulations applicable to the uses of property owned by District and to amend and supplement such rules and regulations as District's Board of Trustees and/or Administration deems necessary. Notice of such rules and regulations and of any amendments and supplements thereto shall be given to Licensee. Licensee shall comply with and observe all such rules and regulations. District shall give written notices to Licensee of any proposed change in a rule or regulation which may directly impact Licensee's use of the Lot.

5.2 Licensee shall comply with the conditions of all governmental approvals and any recorded covenants and restrictions affecting District.

5.3 Licensee shall not use, or permit the Lot or Assigned Premises to be used, in whole or in part during the Term of this Agreement for any purpose or use in violation of the laws or ordinances applicable thereto. Licensee agrees to conduct its activities in a manner that meets all federal, state and local regulations relating to the Lot, the Assigned Premises, and to the operation of its activities, and to comply with all federal, state and local laws, regulations and ordinances, now or hereafter enacted concerning the Lot, the use of the Assigned Premises, and/or the operation of its activities. Licensee shall indemnify, defend, and hold District harmless against any loss, expense, damage, attorneys' fees or

liability arising out of failure of Licensee to comply with any applicable law, regulation, rule or ordinance.

Article 6. Non-disruption

6.1 Licensee shall not take any actions against the District which would violate any contracts affecting the operations or delivery of instruction on District's campus or which would create or contribute to any work stoppage, strike, picketing, labor disruption or dispute, or which would interfere, in any way, with the rights and privileges of any invitee, licensee, employee or any other person lawfully in and upon District property, or which could cause any impairment or reduction of the good will and reputation of District.

Article 7. Signs

7.1 Licensee shall not erect or post any signs without first obtaining District's written approval as to content, size, color, type, or location of such signs. Licensee shall not display any banners, pennants, search lights, window signs, balloons, or similar temporary advertising media without District's prior written approval by the Vice President of Business Services or designee. Any such approval required under this Article shall not be unreasonably withheld, but shall be consistent with District's Board Policies and Administrative Regulations. Any signs shall be at Licensee's cost and in compliance with the local ordinances pertaining thereto. At the termination of this Agreement, Licensee shall remove any signs which it has placed on the Lot, and shall repair any damage caused by the installation or removal of those signs.

7.2 The Parties will cooperate to identify the appropriate means and methods of incorporating Licensee's signage needs into District's signage. District shall provide for identifications of Licensee's Assigned Premises as District, at its sole discretion, shall determine.

Article 8. Property Improvements and Alterations: Assumption of Risk

8.1 Licensee shall not make any improvements or additions without first obtaining District's prior written approval for such improvements. All improvements or additions, including, but not limited to, fencing or fixtures affixed to the premises, shall be completed at Licensee's own cost and shall attach to the freehold and become and remain the property of District. Such improvements are subject to local site, zoning, and design review and any and all other required approvals.

8.2 Except for any damages to Licensee or Licensee's property directly resulting solely from District's negligence of the Assigned Premises caused by District's negligence, Licensee shall assume the full risk of any damage to the Assigned Premises, Licensee's fixtures and personal property therein and for personal injuries to Licensee, any agents, employees, invitees or guests of Licensee and to Licensee's business due to any causes whatsoever including, but not limited to damages and/or injuries, and District shall not be liable to Licensee for any of said damages.

8.3 Security for the Assigned Premises shall be the sole responsibility of the Licensee. Licensee shall be responsible for any loss or damage to Licensee property in the Assigned Premises.

Article 9. Damage to the Assigned Premises

9.1 If the Assigned Premises are damaged (without the fault or negligence of Licensee, Licensee's agents, employees, invitees or guests) such that it is wholly unfit for Licensee's occupancy or use and District does not enter into a contract to restore it to substantially the condition immediately prior to said damages within sixty (60) days, Licensee shall surrender possession of the Assigned Premises to District and this Agreement shall thereupon be null, void and without effect except for any unpaid Rent (as defined in Article 14) or other obligations, or duties accrued and unpaid.

Article 10. Insurance

10.1 General Liability Insurance and Auto Insurance. Licensee shall, at Licensee's expense, obtain and keep in force during the Term of this Agreement a policy of commercial general liability insurance and a comprehensive auto liability policy insuring District and Licensee against claims and liabilities arising out of the operation, condition, use, or occupancy of the Lot and all areas appurtenant thereto, including parking areas, and among other things, negligence, contractual liability, errors and omissions/educators legal liability, abuse and molestation, crime, and employment practices liability including but not limited to discrimination by Licensee, its Board, officers, agents, employees and/or students. Licensee's comprehensive auto liability policy shall insure all vehicle(s), whether hired, owned or non-owned. Licensee's commercial general insurance shall be at least as broad as the Insurance Service Office (ISO) CG 00-01 form and in an amount of not less than **Two Million dollars ($2,000,000)** for bodily injury or death and property damage as a result of any one occurrence and a **Five Million dollar ($5,000,000)** general aggregate policy limit. In addition, Licensee shall obtain a products/completed operations aggregate policy in the amount of **Two Million dollars ($2,000,000)** and a personal injury policy in the amount of **Two Million dollars ($2,000,000)**. The insurance carrier, deductibles and/or self-insured retentions shall be approved by District. The deductible/occurrence for said insurance shall not exceed **Five Thousand dollars ($5,000)** for any and all losses resulting from negligence, errors and omissions of the Licensee, its Board, officers, agents, employees and/or students. Said insurance coverage shall commence on the date Licensee is given access to the Lot for any purpose and shall be maintained during the entire Term hereof, and shall continue beyond the Term of this Agreement for potential liability arising during the Term of the Agreement.

10.2 Not Used.

10.3 Workers' Compensation Insurance. During the Term of this Agreement, Licensee shall comply with all provisions of law applicable to Licensee with respect to obtaining and maintaining workers' compensation insurance.

10.4 Not Used.

10.5 Licensee's Property Insurance. Licensee acknowledges that the insurance to be maintained by District on the District campus will not insure any of Licensee's property or improvements made by Licensee. Accordingly, Licensee shall, at its own expense, maintain in full force and effect an insurance policy on all of its fixtures, equipment, improvements made by Licensee and personal property in, about, or on the Lot. Said policy to be for "All Risk" coverage insurance, including but not limited to all casualty needs, including fire, and other hazards with replacement costs coverage for all assets listed in the Licensee's property inventory and consumables, to the extent of at least ninety percent (90%) of the insurable value of Licensee's property.

10.6 Certificates of Insurance and Endorsements.

10.6.1 Prior to the Commencement Date Licensee shall deliver to District a certificate of insurance evidencing the existence of the policies required hereunder stating policies will be occurrence based and stating those insured, extent of insurance, locations and operations to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period and copies of endorsements stating that such policies shall:

10.6.1.1 not be canceled or altered without thirty (30) days prior written notice to District;

10.6.1.2 insure performance of the indemnity obligations set forth in this Agreement;

10.6.1.3 state the coverage is primary and any coverage by District is in excess thereto;

10.6.1.4 contain a cross liability endorsement; and,

10.6.1.5 include a separate endorsement naming District and its officers, employees and agents

as additional insureds.

10.6.2 At least thirty (30) days prior to the expiration of each certificate, and every subsequent certificate, Licensee shall deliver to District a new certificate of insurance consistent with all of the terms and conditions required in connection with the original certificate of insurance as described above. Licensee or any of its insurance providers, upon written request of the District or its liability coverage provider, shall provide a copy of the policy and all endorsements in effect at the time of the request, or at the time of a loss as specified by the request. The copy of the policy and endorsements shall be provided within 15 days of the written request.

10.7 Insurance Limits, Rating of Insurers and Certificates. It is the intent of the Parties that policy limits set herein shall be raised from time to time during the Term of this Agreement to account for (i) increases in Rent, (ii) increases in the estimated full replacement cost of the Lot, and (iii) increases in the general marketplace insurance limits for tenancies as defined herein or subtenancies consistent with the provisions of this Agreement. Any insurance carrier providing coverage must be licensed to do business in California. Insurance is to be placed with insurers with a current A.M. Best Insurance rating of no less than A-minus:VII and subject to the approval of District. Licensee shall furnish District with the original certificates and amendatory endorsements effecting coverage required.

10.8 Release. Except as set forth in this Agreement, Licensee hereby releases the District, and its trustees, officers, agents and employees from any and all claims, demands, losses, expense or injury to the Lot or to the furnishings, fixtures, equipment, inventory or other personal property of Licensee in, about, or upon the Lot, which is caused by perils, events or happenings which are covered by the insurance required by this Agreement or which are the subject of insurance carried by Licensee and in force at the time of loss. Licensee shall procure an appropriate clause in, or an endorsement to, all policies required by this Agreement or any other insurance policy maintained by Licensee, pursuant to which the insurance company or companies waive subrogation or consent to a waiver of a right of recovery against the District.

Article 11. Indemnification

11.1 Licensee Indemnification. Licensee agrees to indemnify, reimburse, hold harmless, and defend District, its trustees, officers, employees and agents against any and all claims, causes of action, demands, suits, losses, judgments, obligations, costs, or liabilities, and all reasonable expenses incurred in investigating or resisting the same (including reasonable attorneys' fees), on account of, or arising out of, any injury, death or damage to any person or property occurring in, on or about the Lot or Assigned Premises after District delivers possession of the Lot and Assigned Premises to Licensee, or the operation, condition, use or occupancy of the Lot or Assigned Premises and all areas appurtenant thereto, or from the conduct of Licensee's program or from any activity, work, or other things done, permitted or suffered by Licensee in or about the Lot or Assigned Premises. This Agreement is made on the express condition that District shall not be liable for, or suffer loss by reason of, injury to person or property, from whatever cause in any way connected with the operation, condition, use or occupancy of the Lot or Assigned Premises specifically including, without limitation, any liability for injury, death or damage to the person or property of the Licensee, its agents, officers, employees, licensees and invitees.

11.2 Further Licensee Indemnification. Licensee shall further indemnify, hold harmless, and defend District against and from any and all claims arising from any breach or default in the performance of any obligation on Licensee's part to be performed under the terms of this Agreement, or arising from any act, omission or negligence of the Licensee, or any officer, agent, employee, guest, or invitee of Licensee, and from all costs, attorney's fees, and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon. If any action or proceeding is brought against District by reason of such claim (regardless of whether a claim is filed), Licensee upon notice from District shall defend the same at Licensee's expense. Licensee shall give prompt written notice to District's Risk Manager in case of casualty or accidents in or on the Lot or Assigned Premises.

11.3 District Indemnification. District shall hold harmless, defend and indemnify Licensee from any claims, damages or expenses, including reasonable attorneys' fees, arising out of or relating to or in

any way connected to District's gross negligence or willful misconduct on the Lot or Assigned Premises. This indemnification shall not apply in those instances where Licensee had actual knowledge and failed to inform District of a potential or actual hazardous condition of the Lot or Assigned Premises.

11.4 Costs to Enforce Indemnification. Any reasonable costs incurred (including filing fees, attorney's fees etc.) after providing written request for indemnification to the indemnifying party for indemnification shall be owed to the requesting party if it is determined the indemnification was owed. In addition the indemnifying party shall pay reasonable attorneys' fees and costs incurred to enforce the indemnity obligations of this Agreement to the indemnified party.

Article 12. Access to the Assigned Premises.

Licensee shall permit District and/or District's agents to enter upon and inspect, examine, repair or improve the Assigned Premises or any other space allocated for Licensee's use by District on District's campus at any and all times. District shall be permitted to enter the Assigned Premises at any time in the case of emergency or to prevent or react to an imminent threat to persons or property in the Assigned Premises.

Article 13. Quiet Enjoyment.

Provided that Licensee performs all its obligations under this Agreement, District covenants and agrees that at all times during the Term of this Agreement, Licensee shall have the peaceable and quiet enjoyment and possession of the Assigned Premises without any manner of hindrance by District or any persons lawfully claiming through District.

Article 14. Space and Program Design

14.2 District and Licensee acknowledge that the Parties have cooperated in describing the Assigned Premises, which are shown and/or stated in Attachment A.

Article 15. Rent

15.1 In consideration for the above covenants and services, Licensee agrees to make Rent payments to District in accordance with the following schedule:

(a) During the Term, Licensee will pay District the sum of **Thirty-five Thousand Five Hundred dollars** (**$35,500**) monthly rent, which rent is calculated at $7,100 per acre for a total of 5 acres per month, in the Lot as identified in Attachment B, with the first payment due and payable on the first day of occupancy by Licensee; and then monthly on the 5th of each month. The foregoing shall constitute the "Rent."

(b) Such Rent payments include any and all Common Area Maintenance fees, and any lighting and maintenance costs of the Assigned Premises.

(c) Prior to or upon expiration of this Agreement (as defined in Article 1), the DISTRICT may negotiate the number of acres for rent. The number of acres shall be a minimum of 2.5 acres.

15.2 In addition to the rent (as defined in Article 15.1), Licensee agrees to make annual contribution to the District's Foundation to support student scholarships. Licensee agrees to make an annual contribution of $_____.

Article 16. Accord and Satisfaction.

No payment by Licensee or receipt by District of a lesser amount than the Rent payments, or reimbursement under section 14.2 herein, shall be deemed to be other than a payment against any and all Rent payments, or reimbursement under section 14.2 herein, as applicable, then due and payable, nor shall any endorsement or statement on any check or any letter accompanying any check or payment prejudice District's right to receive the balance of any unpaid Rent payments, or reimbursement under section 14.2 herein, as applicable, or pursue any other remedy in this Agreement.

Article 17. Default

17.1 All rights and remedies of District and Licensee under this Agreement shall be commutative and not exclusive of any other rights or remedies allowed under this Agreement, at law or in equity.

17.2 The occurrence of any of the following shall constitute a default and breach of this Agreement by Licensee ("Event of Default").

(a) Licensee shall fail, neglect or refuse to pay all or any portion of the Rent payments at the time and in the amount as herein provided, or to pay any other monies agreed by it to be paid when and as the same shall become due and payable, and if such default should continue for a period of more than ten (10) days.

(b) Licensee shall abandon or vacate the Assigned Premises, cease to do business, or transfer all or substantially all of its assets to another entity without prior written approval of District;

(c) Licensee shall fail, neglect or refuse to keep and perform any other covenants, stipulations or agreement herein contained, and in the event any such default shall continue for a period of more than ten (10) days after notice thereof is given in writing to Licensee by District; however, should Licensee's default involve a serious risk to the safety of the students or an illegal use of the Lot or Assigned Premises, such cure must occur immediately.

(d) The vacating or abandonment of the Lot or Assigned Premises by Licensee before the expiration of the Term.

(e) The failure by Licensee to utilize the Lot or Assigned Premises for the sole purpose of operating of the Licensee's business as authorized by this Agreement and the terms and conditions set forth herein.

(f) Failure to keep in effect insurance as required herein.

17.3 Remedies. Upon any Event of Default, District shall have the following remedies, in addition to all other rights and remedies provided by law, to which District may resort cumulatively, or in the alternative:

17.4 Recovery of Rent. District shall be entitled to keep this Agreement in full force and effect (whether or not Licensee shall have abandoned the Lot or Assigned Premises) and to enforce all of its rights and remedies under this Agreement, including the right to recover Rent and other sums as they become due, plus interest at the rate of Bank of America's or its successor's reference rate plus three percent (3%) per annum from the due date of each installment of Rent or other sum until paid.

17.5 Termination. District may terminate this Agreement by giving Licensee written notice of termination. On the giving of the notice all of Licensee's rights in the Lot and Assigned

Premises shall terminate. Upon the giving of the notice of termination, Licensee shall surrender and vacate the Premises in the condition required under this Agreement, and District may re-enter and take possession of the Premises and all the remaining improvements or property and eject Licensee or any of Licensee's subtenants, assignees or other person or persons claiming any right under or through Licensee or eject some and not others or eject none. This Agreement may also be terminated by a judgment specifically providing for termination. Any termination under this Section shall not release Licensee from the payment of any sum then due District or from any claim for damages or rent previously accrued or then accruing against Licensee.

17.6 Damages. In the event this Agreement is terminated, District shall be entitled to damages in the following sums:

17.6.1 the worth at the time of award of the unpaid Rent which has been earned at the time of termination; plus,

17.6.2 the worth at the time of award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Licensee proves could have been reasonably avoided; plus,

17.6.3 the worth at the time of award of the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the amount of such rental loss that Licensee proves could be reasonably avoided; and,

17.6.4 any other amount necessary to compensate District for all detriment proximately caused by Licensee's failure to perform Licensee's obligation under this Agreement, or which in the ordinary course of business would be likely to result therefrom including, without limitation, the following: (i) expenses for cleaning, repairing or restoring the Lot or Assigned Premises; (ii) expenses in retaking possession of the Lot or Assigned Premises; and (v) reasonable attorneys' fees and court costs;

17.7 Reduction of Leased Property. The District shall have the option, in its sole discretion, to reduce the amount of property provided to the Licensee should the District need the property for college purposes. The District shall provide the Licensee thirty (30) day written notice. The District will not reduce the leased property for a minimum years from the commence date. If the District elects to reduce the amount of property leased to the Licensee, the District will only reduce the amount of property up to 50% or 2.5 acres. The Licensee’s rent noted in Article 15 would also be reduce by that same amount.

Article 18. Assignments

This Agreement is assignable by the Licensee only with the written approval from District. Licensee shall do none of the following: assign this Agreement or any part of it, sublet, pledge, collateralize or attach the benefits of the Assigned Premises or any part of it, grant any license with respect to the Assigned Premises or any part of it, or attempt to do any of the foregoing without the written approval from District.

Article 19. Notice

No notice or other communication given under this Agreement shall be effective unless the same is given in writing and is delivered in person or mailed by registered or certified mail, return receipt requested, first class, postage prepaid, or delivered via over-night courier, addressed (1) to District, attention President, at the address set forth on page 1 of this Agreement, or to such other address as District shall designate by giving notice thereof to Licensee, or (2) to Licensee, at the

address set forth on page 1 of this Agreement or such other address as Licensee shall designate by giving notice thereof to District.

Article 20. Holding Over

Should Licensee hold over in possession after the expiration of the Term or any renewal term or the earlier termination of this Agreement, the holding over shall not be deemed to extend the Term or renew the Agreement, but the tenancy thereafter shall continue upon the covenants and conditions herein set forth at one hundred fifty percent (150%) of the monthly rental (Holding Over Rent) of the last expiring Term unless Licensee and District mutually agree to a different rental amount.

Article 21. Surrender of the Site

On the last day of the Term hereof, or on sooner termination of this Agreement, Licensee shall surrender to District the Premises and any then existing improvements in good order, condition and repair, reasonable wear and tear excepted, free and clear of all liens, claims and encumbrances. This condition shall be similar to that existing as of the commencement date of this Agreement excepting normal ordinary wear and tear and any structural improvements made by District subsequent to the commencement date. This Agreement shall operate as a conveyance and assignment to the District of any improvements identified by the District to remain on the Lot or Assigned Premises. Licensee shall remove from the Lot and Assigned Premises all of Licensee's personal property, trade fixtures, and any improvements made by Licensee which District determines shall be removed by Licensee. All property not so removed shall be deemed abandoned by Licensee. If the Lot or Assigned Premises are not so surrendered at the expiration or earlier termination of this Agreement, Licensee shall indemnify District against loss or liability resulting from delay by Licensee in so surrendering the Lot or Assigned Premises including, without limitation, any claims made by any succeeding tenant or losses to District due to lost opportunities to Agreement to succeeding tenants.

Article 20. Miscellaneous

20.1 Amendment. This Agreement may be amended or modified, but only by a written instrument executed by the Parties.

20.2 Construction. This Agreement has been reached through mutual negotiation and shall be deemed to have been constructed by both Parties and shall not be construed in favor of one Party over the other by reason of drafting.

20.3 Invalidity. If one or more of the provisions of this Agreement are determined to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other provision of this Agreement.

20.4 California Law and Venue. This Agreement shall be construed and interpreted under the laws of the State of California. Venue for any legal action arising out of this Agreement shall be in Los Angeles County, California.

20.5 Performance. The failure of any Party to require performance of any provision hereof shall not affect the right to require such performance at any time thereafter.

20.6 Relationships. Nothing in this Agreement shall be construed as creating an employer/employee or agency relationship between District and Licensee. Neither District nor Licensee shall have authority to enter into any contract binding upon the other, or to create any obligation upon the other, in the absence of a written authorization signed by the other Party.

20.7 Waiver. A waiver of a breach of any provision of this Agreement shall only be effective if such waiver is expressed in writing and signed by the waiving Party. No waiver of a

breach of any provision of this Agreement by either Party shall constitute a continuing waiver, nor shall the same be deemed to be a waiver of any subsequent breach.

20.8 Entire Agreement. This Agreement and all attachments thereto, contain the entire agreement of the Parties. This Agreement supersedes all prior and contemporaneous agreements and understandings, oral or otherwise, between the Parties with respect to the matters contained in this Agreement and may not be modified or amended except as provided in this Agreement.

20.9 Execution. This Agreement may be executed in one or more counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have set their hands as of _____ __, 2017.

NORM REEVES HONDA CERRITOS:	**CERRITOS COMMUNITY COLLEGE DISTRICT:**
By: _____	By: _____
Signature	*Signature*
_____	_____
Typed or Printed Name, & Title	*Typed or Printed Name, & Title*
_____	
E-mail	
_____	
Tax Identification Number (EIN)	
Date: _____	Date: _____

FACILITY USE AGREEMENT

ATTACHMENT “A”

DESIGNATED AREA

[INSERT MAP OF DESIGNATED AREAS]

FACILITY USE AGREEMENT

ATTACHMENT “B”

Licensee Assigned Premises shall include the following:

Space: **Approximately 5 acres situated in the southwest portion of the Cerritos College campus.**

Equipment: **None**

Services: **None**

Other: **None**

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **July 19, 2017**
Agenda Item No. 42

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director of Purchasing
and Contract Administration

SUBJECT: Consideration of Approval of Contract with Christina Rigas Mulcahy for Career Pathways Specialist Services for the Strong Workforce Regional Project

ACTION
It is recommended that the Board of Trustees approve the contract with Christina Rigas Mulcahy for Career Pathways Specialist services for the Strong Workforce Regional Project.

FISCAL IMPACT
Cerritos College will receive funding in the amount of $120,000 to pay for the below consulting services; funding is made possible through the Strong Workforce Program which is supported by the California Community Colleges Chancellor's Office.

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

SERVICES – NEW
CHRISTINA RIGAS MULCAHY
CAREER PATHWAYS SPECIALIST FOR THE STRONG WORKFORCE REGIONAL PROJECT
Requested by: Mr. Edmund (Rick) Miranda, Jr., Vice President of Academic Affairs

Purpose: The Strong Workforce Program supported by the California Community Colleges Chancellor's Office will provide for funding to assist the Advanced Manufacturing, Retail/Business, and other selected industry sectors as determined by each campus, succeed by building educational/career pathways throughout these industries, and prepare workers for placement and advancement in high skill and high demand occupations.

Cerritos College requests to contract with Christina Rigas Mulcahy ("Consultant") for Career Pathways Specialist services for the Strong Workforce Regional Project as applicable for the college for the period of July 31, 2017 through May 31, 2018, which will allow for staff to meet required program objectives and obligations.

The consultant will be responsible for, but not limited to, the following duties: reviewing regional policies and procedures with appropriate staff to determine action needed, align college procedures with local curriculum procedures/practices, collaborate with local high school and adult education entities, identify opportunities for increasing Career Pathways including Articulation and Dual Enrollment, identify work-based learning activities and work experience/internships at both high schools and community colleges, review and revise current CTE Matrix, participate in local CTE Advisory Committee meetings, implement data collection system for capturing course articulation, and identify non-credit courses and potential alignment with existing CTE programs.

The total contract sum shall be in the not-to-exceed amount of $120,000. The consultant will be paid on a time and materials basis at the hourly rate of $60.00 per hour for a maximum of 35 hours per week, for the not-to-exceed contract amount of $92,400; a materials and supplies reimbursable amount of $2,000, and travel expenditures reimbursable amount of $25,600.

Period: The time period will be from July 31, 2017 through May 31, 2018.

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

ATTACHMENT(S)
Draft of Contract No. 17C0011 – Christina Rigas Mulcahy
Exhibit B to Contract No. 17C0011 – Christina Rigas Mulcahy – Statement of Work

Cerritos College

DRAFT

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

Contract No. 17C0011

PARTIES AND DATE

This Agreement is made and entered into this **20th** day of **July, 2017**, by and between **Cerritos Community College District** ("DISTRICT"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **Christina Rigas Mulcahy** ("CONTRACTOR"), an individual, residing at 5282 East Abbeyfield Street, Long Beach, CA 90815. DISTRICT and CONTRACTOR are sometimes individually referred to as "Party" and collectively as "Parties."

RECITALS

WHEREAS, DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required by DISTRICT in this Agreement; and

WHEREAS, the work to be performed generally includes **Career Pathways Specialist Services for the Strong Workforce Regional Project**; and

WHEREAS, CONTRACTOR is specially trained and experienced and competent to perform the special services required by DISTRICT, and such services are needed by DISTRICT from time to time on a limited basis; and

WHEREAS, CONTRACTOR represents that she possesses such necessary skill and expertise required, is familiar with the plans of DISTRICT, and desires to provide such services to DISTRICT on the terms and conditions set forth in this Agreement.

NOW THEREFORE, the Parties agree as follows:

1.0 SCOPE OF WORK – SERVICES TO BE PROVIDED BY CONTRACTOR

1.1 CONTRACTOR promises and agrees to furnish to DISTRICT all labor, materials, tools, equipment, services and incidental and customary work, as necessary to fully and adequately provide those services required under this Agreement. The services to be performed shall include:

1.1.1 Career Pathways Specialist Services for the Strong Workforce Regional Project, includes, but is not limited to reviewing regional policies and procedures with appropriate staff to determine action needed, align college procedures with local curriculum procedures/practices, collaborate with local high school and adult education entities, identify opportunities for increasing Career Pathways including Articulation and Dual Enrollment, identify work-based learning activities and work experience/internships at both high schools and community colleges, review and revise current CTE Matrix, participate in local CTE Advisory Committee meetings, implement data collection system for capturing course articulation, and identify non-credit courses and potential alignment with existing CTE programs, per Scope of Work (3 pages), attached hereto and incorporated into this Agreement by this reference as "Exhibit B"

1.2 CONTRACTOR shall furnish all labor, materials, equipment, supplies, and other items necessary to complete the services under this AGREEMENT at CONTRACTOR'S own expense, except as follows: workspace during normal business hours, access to on campus data and telephone services. CONTRACTOR shall provide **Career Pathways Specialist Services for the Strong Workforce Regional Project** in accordance with this Agreement, current and generally accepted principles and

practices of CONTRACTOR'S profession, and all applicable local, state and federal laws, rules and regulations.

2.0 TERM

2.1 The term of this Agreement shall begin on **July 31, 2017**, and end on **May 31, 2018**, unless earlier terminated in Section 7 of this Agreement or unless the Agreement is renewed or extended by execution of a "Cerritos Community College District Contract Amendment Form" attached hereto as Exhibit "A" and incorporated herein by this reference ("Contract Amendment Form"). CONTRACTOR shall complete the services to **Career Pathways Specialist Services for the Strong Workforce Regional Project** within the term of this Agreement. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement

3.0 SERVICE FEES, EXPENSES, AND INVOICING

3.1.1 Service Fees. DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement a **rate of $60.00 dollars per hour, for a maximum of 35 hours per week, s**ubject to the **total Not-to-Exceed amount of NINETY-TWO THOUSAND FOUR HUNDRED AND 00/100 DOLLARS ($92,400.00),** billed on a time and materials (T&M) basis. DISTRICT shall reimburse CONTRACTOR for materials and supplies for the Not-to-Exceed amount of **TWO THOUSAND AND 00/100 DOLLARS** ($**2,000.00**), and for travel expenditures for the total Not-to-Exceed amount of **TWENFY FIVE THOUSAND SIX HUNDRED AND 00/100 DOLLARS** ($**25,600.00**).

3.2 Expenses. Pursuant to the Not-to-Exceed reimbursable amounts set forth above, DISTRICT shall reimburse CONTRACTOR for only actual out-of-pocket expenses incurred in the performance of the Agreement provided that (i) CONTRACTOR submits an itemized list with copies of paid invoices, receipts or other proof of payment of such expenses, and (iii) such expenses are pre-approved by the District Representative, as evidenced by the written approval of CONTRACTOR'S invoice requesting such reimbursement. DISTRICT shall reimburse CONTRACTOR for pre-approved mileage at the rate allowed by IRS regulation in effect on service date incurred. CONTRACTOR is responsible for all other operating expenses, overhead and administrative costs, which shall be deemed included in CONTRACTOR'S hourly rate.

3.3 Invoices shall be submitted by CONTRACTOR once per month for services rendered and expenses incurred during the prior month. Invoices shall identify the billing period, Contract Number of this Agreement, CONTRACTOR'S Taxpayer Identification Number. Invoices shall itemize services performed by service date with a brief description and, as applicable, associated hours worked and billing rates.

3.4 No invoices will be paid unless (i) this Agreement has been signed by the CONTRACTOR and properly executed by DISTRICT and (ii) the CONTRACTOR has submitted a Department of the Treasury IRS Form W-9 to the DISTRICT'S Accounting Department, attention Accounts Payable.

3.5 At any time during the term of this Agreement, DISTRICT may request that CONTRACTOR perform Extra Work. As used herein, "Extra Work" means any work that is determined by DISTRICT to be necessary for the proper completion of any project or service under this Agreement, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. CONTRACTOR shall not perform, nor be compensated for, Extra Work without written authorization from DISTRICT.

4.0 RESPONSIBILITIES OF CONTRACTOR

4.1 Services and work performed under this Agreement shall be performed by CONTRACTOR and/or under her supervision. CONTRACTOR will determine the means, method and details of performing the services subject to the requirements of this Agreement. DISTRICT retains CONTRACTOR on an independent contractor basis and CONTRACTOR is not an employee, agent or representative of DISTRICT. CONTRACTOR retains the right to perform similar or different services for others during the term of this Agreement. CONTRACTOR understands and agrees that CONTRACTOR'S employees shall not be considered officers, employees or agents of DISTRICT, and are not entitled to benefits of any kind

or nature normally provided employees of DISTRICT, including, but not limited to, State Unemployment Compensation, Workers' Compensation insurance. CONTRACTOR assumes the full responsibility for CONTRACTOR'S acts or liabilities including those of CONTRACTOR'S employees or agents as they relate to the services performed under this Agreement. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes, with respect to CONTRACTOR'S employees. The DISTRICT will not withhold taxes for CONTRACTOR or CONTRACTOR'S employees or independent subcontractors. CONTRACTOR agrees to indemnify, defend and hold DISTRICT harmless from and against any and all liability arising from any failure of CONTRACTOR to pay or withhold any applicable tax when due.

4.2 CONTRACTOR is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the services that are being performed under this Agreement are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, CONTRACTOR agrees to fully comply with such Prevailing Wage Laws. DISTRICT shall provide CONTRACTOR with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. CONTRACTOR shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the services under this Agreement available to interested parties upon request, and shall post copies at the CONTRACTOR'S principal place of business and at any project site. CONTRACTOR shall defend, indemnify and hold DISTRICT, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

4.3 CONTRACTOR shall execute and maintain her work so as to avoid injury or damage to any person or property. In carrying out work and services under this Agreement, CONTRACTOR shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

4.4 CONTRACTOR shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. CONTRACTOR shall allow a representative of DISTRICT during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. CONTRACTOR shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

4.5 CONTRACTOR shall perform the services under this Agreement expeditiously, within the term of this Agreement. CONTRACTOR represents that she has the professional and technical personnel required to perform the services under this Agreement in conformance with such conditions. In order to facilitate CONTRACTOR'S conformance with the Schedule, DISTRICT shall respond to CONTRACTOR'S submittals in a timely manner. Upon the DISTRICT'S request, CONTRACTOR shall provide a more detailed schedule of anticipated performance to meet the relevant Schedule of Services.

4.6 CONTRACTOR has represented to DISTRICT that certain key personnel will perform and coordinate the services under this Agreement. Should one or more of such personnel become unavailable, CONTRACTOR may substitute other personnel of at least equal competence and experience upon written approval of DISTRICT. In the event that DISTRICT and CONTRACTOR cannot agree as to the substitution of key personnel, DISTRICT shall be entitled to terminate this Agreement, pursuant to provisions of Section 7 of this Agreement. The key personnel for performance of this Agreement are as follows: **Christina Rigas Mulcahy**.

4.7 DISTRICT'S REPRESENTATIVE. The DISTRICT hereby designates **Rick Miranda, Vice President of Academic Affairs, Cerritos Community College District**, or his designee, to act as its representative for the performance of this Agreement ("DISTRICT'S Representative"). DISTRICT'S Representative shall have the power to act on behalf of the DISTRICT for all purposes under this Agreement. CONTRACTOR shall not accept direction or orders from any person other than the DISTRICT'S Representative or his or her designee.

4.8 CONTRACTOR'S REPRESENTATIVE. The CONTRACTOR hereby designates **Christina Rigas Mulcahy** for the performance of this Agreement ("CONTRACTOR'S Representative"). CONTRACTOR'S Representative shall have full authority to represent and act on behalf of the CONTRACTOR for all purposes under this Agreement. The CONTRACTOR'S Representative shall supervise and direct all services under this Agreement, using [his or her] best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of all services under this Agreement.

4.9 CONTRACTOR agrees to work closely with DISTRICT staff in the performance of all services under this Agreement and shall be available to DISTRICT'S staff, contractors and other staff at all reasonable times.

4.10 CONTRACTOR shall perform all services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. CONTRACTOR represents and maintains that she is skilled in the professional calling necessary to perform services under this Agreement. CONTRACTOR warrants that all employees and subcontractors shall have sufficient skill and experience to perform the services assigned to them. Finally, CONTRACTOR represents that her employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform all services required under this Agreement. As provided for in the indemnification provisions of this Agreement, CONTRACTOR shall perform, at her own cost and expense and without reimbursement from the DISTRICT, any services necessary to correct errors or omissions which are caused by the CONTRACTOR'S failure to comply with the standard of care provided for herein. Any employee of the CONTRACTOR or her subcontractor who is determined by the DISTRICT to be uncooperative, incompetent, a threat to the adequate or timely completion of services under this Agreement, a threat to the safety of persons or property, or any employee who fails or refuses to perform such services in a manner acceptable to the DISTRICT, shall be promptly removed from work by the CONTRACTOR and shall not be re-employed to perform any services or work under this Agreement.

4.11 CONTRACTOR shall perform and complete all services under this Agreement within the term set forth in Section 4.5 above ("Performance Time").

4.12 CONTRACTOR shall keep herself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting her work or services under this Agreement, including all Cal/OSHA requirements, and shall give all notices required by law. CONTRACTOR shall be liable for all violations of such laws and regulations in connection with such work or services. If CONTRACTOR performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the DISTRICT, CONTRACTOR shall be solely responsible for all costs arising therefrom. CONTRACTOR shall defend, indemnify and hold DISTRICT, its officials, directors, officers, employees, volunteers, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

4.13 By executing this Agreement, CONTRACTOR verifies that she fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the CONTRACTOR. CONTRACTOR also verifies that she has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. CONTRACTOR shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. CONTRACTOR shall maintain records of each such verification, and shall make them available to the DISTRICT or its representatives for inspection and copy at any time during normal business hours. The DISTRICT shall not be responsible for any costs or expenses related to CONTRACTOR'S compliance with the requirements provided for in Section 4.0 or any of its sub-sections.

4.14 To the same extent and under the same conditions as CONTRACTOR, CONTRACTOR shall require all of her subcontractors performing any work relating to this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 4.13.

4.15 Each person executing this Agreement on behalf of CONTRACTOR verifies that they are a duly authorized officer of CONTRACTOR, and understands that any of the following shall be grounds for the DISTRICT to terminate the Agreement for cause: (1) failure of CONTRACTOR or her subcontractors to meet any of the requirements provided for in Sections 4.13 or 4.14; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the CONTRACTOR under Section 4.14); or (3) failure to immediately remove from work any person found not to be in compliance with such requirements.

4.16 By her signature hereunder, CONTRACTOR certifies that she is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of services.

4.17 CONTRACTOR represents that she is an equal opportunity employer and she shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

5.0 INDEMNIFICATION.

5.1 To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold DISTRICT and its Governing Board, officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of CONTRACTOR, [her/his] officials, officers, employees, subcontractors, or agents in connection with the performance of CONTRACTOR'S services, project or efforts undertaken pursuant to this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent CONTRACTOR'S services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONTRACTOR.

5.2 CONTRACTOR shall defend, with Counsel of DISTRICT'S choosing and at CONTRACTOR'S own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 5.1 that may be brought or instituted against DISTRICT or its Governing Board, officials, officers, employees, volunteers, and agents. CONTRACTOR shall pay and satisfy any judgment, award or decree that may be rendered against DISTRICT or its Governing Board, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. CONTRACTOR shall also reimburse DISTRICT for the cost of any settlement paid by DISTRICT or its Governing Board, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for DISTRICT'S attorney's fees and costs, including expert witness fees. CONTRACTOR shall reimburse DISTRICT and its Governing Board, officials, officers, employees, volunteers and agents, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. CONTRACTOR'S obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the DISTRICT, its directors, officials officers, employees, agents, or volunteers.

6.0 INSURANCE.

6.1 CONTRACTOR shall not commence work under this Agreement until she has provided evidence satisfactory to DISTRICT that she has secured all insurance required under this section. CONTRACTOR agrees to maintain, during the performance of all services under this Agreement, and for period of not

less than one year following the expiration of this Agreement, at her sole expense, the following insurance coverages with limits of not less than those designated below:

(a) **Minimum Requirements**. CONTRACTOR shall, at her expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the CONTRACTOR, her agents, representatives, employees or subcontractors. CONTRACTOR shall also require all of her subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

i. **Minimum Scope of Insurance**. Coverage shall be at least as broad as the latest version of the following: (1) *Automobile Liability*: comprehensive automobile liability insurance policy in a form acceptable to DISTRICT to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of this AGREEMENT; and (2) *Workers' Compensation*: Workers' Compensation insurance as required by the State of California.

ii. **Minimum Limits of Insurance**. CONTRACTOR shall maintain limits no less than: (1) *Automobile Liability:* with limits of not less than THREE HUNDRED THOUSAND AND 00/100 DOLLARS ($300,000) per occurrence combined single limit for bodily injury and property damage; (2) *Workers' Compensation:* Workers' Compensation limits as required by the Labor Code of the State of California.

(b) **Insurance Endorsements**. The insurance policies shall contain the following provisions, or CONTRACTOR shall provide endorsements on forms approved by the DISTRICT to add the following provisions to the insurance policies:

i. **Automobile Liability**. The automobile liability policy shall be endorsed to state that: (1) DISTRICT, its directors, officials, officers, employees, volunteers, and agents shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the CONTRACTOR or for which the CONTRACTOR is responsible; and (2) the insurance coverage shall be primary insurance as respects DISTRICT, its Governing Board, officials, officers, employees, volunteers and agents, or if excess, shall stand in an unbroken chain of coverage excess of the CONTRACTOR'S scheduled underlying coverage. Any insurance or self-insurance maintained by DISTRICT, its Governing Board, officials, officers, employees, volunteers and agents shall be excess of the CONTRACTOR'S insurance and shall not be called upon to contribute with it in any way.

ii. **Workers' Compensation Coverage**. The insurer shall agree to waive all rights of subrogation against DISTRICT, its Governing Board, officials, officers, employees, volunteers, and agents for losses paid under the terms of the insurance policy which arise from work performed by the CONTRACTOR.

iii. **All Coverages**. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to DISTRICT; and, (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to DISTRICT, its Governing Board, officials, officers, employees, volunteers and agents.

(c) **Separation of Insureds; No Special Limitations**. All insurance required by this Agreement, except for Workers' Compensation coverage, shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to DISTRICT, its Governing Board, officials, officers, employees, volunteers and agents.

(d) **Deductibles and Self-Insurance Retentions**. Any deductibles or self-insured retentions must be declared to and approved by DISTRICT. If DISTRICT does not approve the deductibles or self-insured retentions as presented, CONTRACTOR shall guarantee that, at the option of DISTRICT, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects DISTRICT, its directors, officials, officers, employees and agents; or, (2) CONTRACTOR shall procure a

bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

(e) **Acceptability of Insurers**. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to DISTRICT.

(f) **Reporting of Claims**. CONTRACTOR shall report to DISTRICT, in addition to CONTRACTOR'S insurer, any and all insurance claims submitted by CONTRACTOR in connection with services under this Agreement.

(g) **Verification of Coverage**. CONTRACTOR shall furnish DISTRICT with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to DISTRICT. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by DISTRICT before work commences. DISTRICT reserves the right to require complete, certified copies of all required insurance policies, at any time.

6.2 The DISTRICT does not represent or warrant that the types or limits of insurance adequately protect CONTRACTOR'S interest or sufficiently cover CONTRACTOR'S liability exposure. Failure by CONTRACTOR to maintain the insurance coverages specified herein shall be considered a material breach of this Agreement.

6.3 Prior to commencing work, CONTRACTOR will furnish DISTRICT with properly endorsed certificates of insurance acceptable to DISTRICT which provide that the coverage will not be canceled or materially changed except upon thirty (30) days written notice to DISTRICT. All certificates must be faxed or emailed, followed by a hard copy "wet ink" signed original in the mail to: Cerritos Community College District, Attn: Purchasing, 11110 Alondra Boulevard, Norwalk, CA 90650-6203.

6.4 No payments will be made to CONTRACTOR until current and complete certificate(s) of insurance are on file with the Purchasing Services Office of DISTRICT.

7.0 TERMINATION OF AGREEMENT

7.1 DISTRICT may, by written notice to CONTRACTOR, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to CONTRACTOR of such termination, and specifying the effective date thereof, not less than ten (10) business days before the effective date of such termination. Upon termination, CONTRACTOR shall be compensated only for those services which have been adequately rendered to DISTRICT, and CONTRACTOR shall be entitled to no further compensation. CONTRACTOR may not terminate this Agreement except for cause.

7.2 If this Agreement is terminated as provided herein, DISTRICT may require CONTRACTOR to provide all finished or unfinished Documents and Data and other information of any kind prepared by CONTRACTOR in connection with the performance of services under this Agreement. CONTRACTOR shall be required to provide such document and other information within fifteen (15) days of the request.

7.3 In the event this Agreement is terminated in whole or in part as provided herein, DISTRICT may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

8.0 EMPLOYMENT WITH PUBLIC AGENCY. CONTRACTOR, if an employee of another public agency, agrees that CONTRACTOR will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time expended in the execution of the services under this AGREEMENT.

9.0 CONFLICT OF INTEREST. CONTRACTOR shall not hire any officer or employee of the DISTRICT to perform any service covered by this Agreement. CONTRACTOR affirms that to the best of CONTRACTOR'S knowledge there exists no actual or potential conflict between CONTRACTOR'S family, business, or financial interests and the services provided under this Agreement, and in the event of change in either private interests or service under this Agreement, any question regarding possible

conflict of interest which may rise as a result of such change will be raised with DISTRICT. CONTRACTOR shall not be in a reporting relationship to a DISTRICT employee who is a near relative, nor shall the near relative be in a decision-making position with respect to CONTRACTOR.

10.0 ON-SITE ACCOMMODATIONS. DISTRICT shall provide CONTRACTOR with reasonable and customary working accommodations to support any on-site activities in the performance of CONTRACTOR'S services.

11.0 OWNERSHIP OF MATERIALS/CONFIDENTIALITY.

11.1 **Originality of Services**. CONTRACTOR warrants and represents that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and video productions prepared for, written for, submitted to DISTRICT and/or used in connection with this Agreement, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services or under license by any CONTRACTOR hired subcontractor.

11.2 **Documents & Data; Licensing of Intellectual Property**. This Agreement creates a non-exclusive and perpetual license for DISTRICT to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by CONTRACTOR under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of DISTRICT, and shall not be used in whole or in substantial part by CONTRACTOR on other projects or services without DISTRICT'S express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, CONTRACTOR shall provide to DISTRICT reproducible copies of all Documents & Data, in a form and amount required by DISTRICT. DISTRICT reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by DISTRICT at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the CONTRACTOR is entitled under the termination provisions of this Agreement, CONTRACTOR shall provide all Documents & Data to DISTRICT upon payment of the undisputed amount. CONTRACTOR shall have no right to retain or fail to provide to DISTRICT any such documents pending resolution of the dispute. In addition, CONTRACTOR shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of services under this Agreement, and shall make copies available to DISTRICT upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, CONTRACTOR shall make a reasonable effort to notify DISTRICT and provide DISTRICT with the opportunity to obtain the documents.

11.3 **Subcontractors.** CONTRACTOR shall require all subcontractors to agree in writing that DISTRICT is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. CONTRACTOR represents and warrants that CONTRACTOR has the legal right to license any and all Documents & Data. CONTRACTOR makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than CONTRACTOR or her subcontractors, or those provided to CONTRACTOR by the DISTRICT.

11.4 **Right to Use**. DISTRICT shall not be limited in any way in its use or reuse of Documents and Data or any part of thereof at any time for purposes of any project or services under this Agreement, provided that any such use not within the purposes intended by this Agreement or on a project or service other than any project or service under this Agreement without employing the services of CONTRACTOR shall be at DISTRICT'S sole risk. If DISTRICT uses or reuses the Documents & Data on any project or service other than a project or service under this Agreement, it shall remove the CONTRACTOR'S seal from the Documents & Data and indemnify and hold harmless CONTRACTOR and her officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other projects or services. CONTRACTOR shall be responsible and liable for her Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the DISTRICT upon completion, suspension, abandonment or termination. CONTRACTOR shall not be responsible or liable for any revisions to the Documents & Data

made by any party other than CONTRACTOR, a party for whom the CONTRACTOR is legally responsible or liable, or anyone approved by the CONTRACTOR.

11.5 **Indemnification**. CONTRACTOR shall defend, indemnify and hold the DISTRICT, its directors, officials, officers, employees, volunteers, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on any project or service by DISTRICT of the Documents & Data, including any method, process, product, or concept specified or depicted

11.6 **Confidentiality**. All Documents & Data, either created by or provided to CONTRACTOR in connection with the performance of this Agreement, shall be held confidential by CONTRACTOR. All Documents & Data shall not, without the prior written consent of DISTRICT, be used or reproduced by CONTRACTOR for any purposes other than the performance of services under this Agreement. CONTRACTOR shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of any project or service under this Agreement. Nothing furnished to CONTRACTOR that is otherwise known to CONTRACTOR or is generally known, or has become known, to the related industry shall be deemed confidential. CONTRACTOR shall not use DISTRICT'S name or insignia, photographs of any project, or any publicity pertaining to any services or any project under this Agreement, in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of DISTRICT.

12.0 RECORDS ABOUT INDIVIDUALS. California law, as well as DISTRICT policy, sets forth certain requirements and safeguards regarding records pertaining to individuals.

12.1 Unless otherwise provided in writing, records containing confidential or personal information about individuals will become the property of the DISTRICT and subject to state law and DISTRICT policies governing privacy and access to files.

12.2 CONTRACTOR shall use his or her best efforts to keep confidential any information provided by DISTRICT and marked "Confidential Information," or any oral information conveyed to CONTRACTOR by DISTRICT and followed by a written communication within thirty (30) days that said information shall be considered Confidential Information. This non-disclosure provision shall not apply to any of the following: (i) information which the CONTRACTOR can demonstrate by written records was known to CONTRACTOR prior to the effective date of this Agreement; (ii) is currently in, or in the future enters, the public domain other than through a breach of this Agreement or through other acts or omissions of CONTRACTOR; or (iii) is obtained lawfully from a third party.

13.0 DRUG-FREE WORKPLACE POLICY AND REQUIREMENTS. While performing any service for DISTRICT, CONTRACTOR'S employees, agents, or subcontractors shall not: (a) be under the influence of alcohol or any controlled substance, (b) use, possess, distribute, or sell illicit or unprescribed controlled drugs, drug paraphernalia, or alcoholic beverages, or (c) misuse legitimate prescription drugs.

13.1 CONTRACTOR shall advise [her/his] employees, agents, or subcontractors of this policy. Their entry onto DISTRICT'S premises or the work site constitutes consent to searches and inspections. When DISTRICT has reason to believe there has been a violation of any aspect of the drug-free workplace requirements, CONTRACTOR and [her/his] employees, agents, suppliers, subcontractors shall, when requested, immediately submit to a search of their person, and/or lockers, lunch boxes, briefcases, purses, packages, desks, workstations, vehicles and other personal belongings available for inspection.

13.2 CONTRACTOR understands and agrees that any of [her/his] employees involved in accidents will be subject to drug and/or alcohol testing as part of the post-accident investigation.

13.3 Declining to submit to required searches and inspections may result in the termination of this Agreement and all current or future business relationships and/or visiting privileges.

14.0 DELAYS.

14.1 Delay, nondelivery, or any other failure to perform shall not be excused, unless it arises as a result of unforeseeable causes beyond the control and without the fault or negligence of CONTRACTOR and CONTRACTOR **gives notice to DISTRICT within 24 hours** of both the delay or nondelivery and the cause thereof and exerts reasonable efforts to mitigate the effect of same on DISTRICT to cause a complete cure of the failure in no less than five (5) working days. Delays caused by matters outside of CONTRACTOR'S control shall be excusable, and CONTRACTOR waives any other claims or entitlement for fees or compensation based on extended delays or absences hereunder

14.2 If at any time CONTRACTOR becomes aware of circumstances that may cause a delay, CONTRACTOR shall immediately give written notice of such circumstances to the DISTRICT and shall immediately take action to remedy the situation. If CONTRACTOR does not remedy the situation within a reasonable time, the DISTRICT shall have the right, directly or through CONTRACTOR, to investigate and institute action at CONTRACTOR'S expense, to prevent or mitigate any delay.

15.0 FORCE MAJEURE. Neither Party shall be in default for any failure or delay in performance hereunder when such failure or delay is the result of a force majeure, which is hereby defined as any unforeseeable event which is beyond that Party's reasonable control and without its fault or negligence. Such events may include, but are not restricted to: (a) acts of God or of the public enemy, (b) acts of government in either its sovereign or contractual capacity, (c) strikes, lockouts or other industrial disputes, (d) riots, mutinies, civil commotion, war or war-like operations, or sabotage.

16.0 DISPUTES. All claims, disputes, and other matters in question between the Parties arising out of or relating to this Agreement or the breach thereof shall be addressed in the following manner.

16.1 The Parties shall enter into good faith negotiations to reach an equitable settlement.

16.2 If a good faith settlement cannot be reached, the Parties may agree to select a method of dispute resolution other than litigation, such as arbitration, mediation, or other method of alternative dispute resolution. In the event that the Parties are unable to agree on a method of dispute resolution other than litigation, suit may be brought in a court located nearest the DISTRICT office involved in the suit.

16.3 Notwithstanding the fact that a dispute, controversy or question shall have arisen in the interpretation of any provision of this Agreement, the performance of any work, the delivery of any material, the payment of any moneys to CONTRACTOR, or otherwise, CONTRACTOR agrees that [he/she] will not directly or indirectly stop or delay the work directed by DISTRICT, or any part thereof, or stop or delay the delivery of any material or services required to be furnished hereunder, pending the determination of such dispute or controversy, regardless of whether such dispute, controversy, or question is or may be subject to litigation or other form of dispute resolution.

17.0 GOVERNING LAW; GOVERNMENT CODE CLAIM COMPLIANCE. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, CONTRACTOR must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the DISTRICT. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by CONTRACTOR. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, CONTRACTOR shall be barred from bringing and maintaining a valid lawsuit against the DISTRICT.

18.0 ASSIGNMENT AND APPROVAL TO SUBCONTRACT. This Agreement is for the exclusive services of CONTRACTOR. The obligations of the CONTRACTOR pursuant to this Agreement shall not be assigned or subcontracted to another entity or individual by CONTRACTOR without the express written approval of DISTRICT.

19.0 CONSTRUCTION; REFERENCES; CAPTIONS. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for

performance shall be deemed calendar days and not business days unless otherwise specified in this Agreement. All references to CONTRACTOR include all personnel, employees, agents, and subcontractors of CONTRACTOR, except as otherwise specified in this Agreement. All references to DISTRICT include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

20.0 AMENDMENT; MODIFICATION. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties pursuant to a Contract Amendment Form, Exhibit "A", attached hereto and incorporated herein by this reference. DISTRICT may modify the form of the Contract Amendment Form in its sole discretion at any time prior to execution.

21.0 NON-WAIVER. The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement shall not be deemed a waiver by that Party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

22.0 COOPERATION; FURTHER ACTS. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

23.0 ATTORNEYS' FEES. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.

24.0 AUTHORITY TO ENTER AGREEMENT. CONTRACTOR has all requisite power and authority to conduct [her/his] business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

25.0 COUNTERPARTS. This Agreement may be signed in counterparts, each of which shall constitute an original.

26.0 NO THIRD-PARTY RIGHTS. Nothing in this Agreement is intended to make any person or entity who is not signatory to the Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

27.0 SEVERABILITY. If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired, or invalidated in any way.

28.0 TIME OF ESSENCE. Time is of the essence for each and every provision of this Agreement.

29.0 ENTIRE AGREEMENT. This Agreement, and any attachments or exhibits incorporated by reference, constitute the entire and integrated agreement between DISTRICT and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by a writing signed by both DISTRICT and CONTRACTOR.

29.1 This Agreement and any attachments or exhibits incorporated by reference are complementary and what is required by one shall be as binding as if required by all. In the case of conflict or inconsistency, this Agreement shall control over any such attachments or exhibits.

30.0 NOTICE. Any notice or demand may be served upon one Party by the other (a) by delivering it, in writing, to the other's representative at the address as set forth below, or (b) by depositing it in a United States Postal Service deposit box with the postage fully prepaid and with the notice addressed to the other's representative at the address as set forth below, or (c) by sending a facsimile of it to the other's representative at the facsimile number set forth below.

DRAFT

CERRITOS COMMUNITY COLLEGE DISTRICT:

Representative: Mark B. Logan, CPPO, C.P.M.
Director of Purchasing and
Contract Administration
Tel: (562) 467-5203

For Notices: Cerritos Community College District
Purchasing Department
11110 Alondra Boulevard
Norwalk, CA 90650-6203

Fax: (562) 467-5020

CONTRACTOR:

Representative: _____
(Name & Title)

Tel: _____

For Notices: _____
_____
_____
_____

Fax: _____

[SIGNATURES ON THE FOLLOWING PAGE]

DRAFT

SIGNATURE PAGE
TO
CERRITOS COMMUNITY COLLEGE DISTRICT
INDEPENDENT CONTRACTOR SERVICES AGREEMENT

IN WITNESS WHEREOF, DISTRICT and CONTRACTOR have executed this Agreement on the date first written above.

CERRITOS COMMUNITY COLLEGE DISTRICT:	**CONTRACTOR:**
By: _____	By: _____
Signature	*Signature*
_____	_____
Typed or Printed Name, & Title	*Typed or Printed Name, & Title*
	_____
	Tax Identification Number (EIN)
Date: _____	Date: _____

DRAFT

EXHIBIT "A"

CERRITOS COMMUNITY COLLEGE DISTRICT
CONTRACT AMENDMENT FORM

AMENDMENT NO.

To

CONTRACT NO.

The AGREEMENT made and entered on , by and between the **Cerritos Community College District**, a public community college district with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650 ("DISTRICT"), and , an individual residing at ("CONTRACTOR"), is **AMENDED** on , as follows:

RECITALS

WHEREAS, DISTRICT and CONTRACTOR entered into that certain Independent Contractor Agreement dated ("Agreement"), whereby CONTRACTOR agreed to provide certain services;

WHEREAS, DISTRICT and CONTRACTOR desire to amend the Agreement to provide for additional services;

NOW THEREFORE, the Parties agree as follows:

1. TERMS

1.1 Pursuant to Sections 2.1 and 20.0 of the Agreement, CONTRACTOR shall provide the following services: [Insert As Applicable]

1.2 Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment.

1.3 This Amendment may be executed in duplicative originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

1.4 Additional Terms: [Insert As Applicable]

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

CERRITOS COMMUNITY COLLEGE DISTRICT: **CONTRACTOR:**

By: _____ By: _____
Signature *Signature*

_____ _____
Typed or Printed Name, & Title *Typed or Printed Name, & Title*

DRAFT

Work Plan
Career Pathway Specialist for Cerritos College
7/1/17 – 6/30/18

Objective #1: Identify and hire a Career Pathway Specialist to implement the LA County Regional Project.

Activities	Desired outcome	Person responsible	Timeline
1. Review generic Career Pathway Specialist job description	Hire the Career Pathway Specialist	EPP Director	June – July 2017
2. Provide an orientation to CTE and college policies & procedures	Orientation provided and attended by Career Specialist	EPP Director	July – August 2017
3. Participate in Career Pathway Specialist Orientation	Orientation to be completed	Project Director	September – October 2017

Work Plan
Career Pathway Specialist for Cerritos College
7/1/17 – 6/30/18

Objective #2: Implement and/or align local policies and procedures with regional policies developed during the 2015 - 2016 year.

Activities	Desired outcome	Person responsible	Timeline
1. Review regional policies and procedures with CTE Dean and/or appropriate staff to determine action needed	Policies and procedures approved by local board and administrative staff.	Career Pathway Specialist, Dean of CTE, EPP Director	Fall 2017
2. Align college procedures with local curriculum procedures/practices.	Create standard operating procedures (SOP) for alignment of college procedures with curriculum procedures, and distribute those SOP to all necessary stakeholders.	Career Pathway Specialist, Dean of CTE, EPP Director	Fall 2017 – Spring 2018
3. Collaborate with local high school and adult education entities, and identify meetings and activities for their participation.	K-12 districts will participate in different career pathways meeting to facilitate alignment between K-12 district and Cerritos College.	Career Pathway Specialist, EPP Director	Fall 2017 – Spring 2018
4. Identify opportunities for increasing Career Pathways, including Articulation and Dual Enrollment (AB 288 & non AB 288)	Create new articulation agreements in new CTE pathways.	Career Pathway Specialist, EPP Director	Fall 2017 – Spring 2018
5. Identify Work based learning activities as well as work experience/internships at both high school and community colleges.	Create a database of internship opportunities and distribute to students and K-12 partners.	Career Pathway Specialist	Fall 2017 – Spring 2018

Work Plan
Career Pathway Specialist for Cerritos College
7/1/17 – 6/30/18

Objective #3: Identify current Career Pathways at local college, including non-credit pathways and ensure that data is being captured with local MIS.

Activities	Desired outcome	Person responsible	Timeline
1. Review and revise current CTE Matrix and submit to project director	CTE Matrix will be update to reflect all CTE programs at Cerritos College	Career Pathway Specialist	Fall 2017
2. Add current non – credit CTE programs to CTE Matrix	Meet with Associate Dean of Adult Education to identify any noncredit CTE programs.	Career Pathway Specialist	Fall 2017
3. Participate in local CTE Advisory Committee Meetings to ensure relevance of program and certificates	Create a list of all CTE Advisory meeting and attend meetings. Share this information back to K-12 district partners.	Career Pathway Specialist	Fall 2017 – Spring 2018
4. Implement CATEMA or some other data collection system for capturing articulated course into local MIS	Determine if Cerritos College will use CATEMA to track articulation agreements.	Career Pathway Specialists, Director of IT, EPP Director	Fall 2017 – Spring 2018
5. Identify non-credit courses and potential alignment with existing CTE program	Meet with Associate Dean of Adult Education to identify non-credit courses to see if any align with current CTE programs.	Career Pathway Specialist, Associate Dean of Adult Education	Fall 2017 - Spring 2018

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **July 19, 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:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Approval of Project Assignment Agreement No. 10 to the Master Inspector Services Agreement with The Vinewood Company, LLC for the Social Science Elevator Project

ACTION
It is recommended that the Board of Trustees approve Project Assignment Agreement No. 10 to the Master Inspector Services Agreement with The Vinewood Company, LLC for the Social Science Elevator project.

FISCAL IMPACT
The total contract sum shall be for the not-to-exceed amount of $114,313.20; this amount will be funded from the GO Bond. The Vinewood Company, LLC is headquartered in La Verne, CA.

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

PROJECT ASSIGNMENT AGREEMENT NO. 10 TO THE MASTER INSPECTOR SERVICES AGREEMENT FOR THE SOCIAL SCIENCE ELEVATOR PROJECT
THE VINEWOOD COMPANY, LLC
Requested by: Mr. David C. Moore, Director of Physical Plant and Construction Services

Purpose: On January 28, 2015, Cerritos College entered into a Master Inspector Services Agreement ("Master Agreement") with The Vinewood Company, LLC for the purpose of creating a qualified pool of inspector of record firms for campus projects pursuant to Request for Qualifications (RFQ) No. 13P026, Inspector of Record Services. The intent of the Master Agreement was that individual Project Assignment Agreements would be drafted for each project on an as-needed basis. Project Assignment Agreements specify the scope of work, project cost estimates, fee to inspection firm, conditions specific to the project, and are governed by the terms and conditions of the Master Agreement.

Project Assignment Agreement No. 10 arises out of Cerritos College's desire to obtain the necessary inspection services for the completion of the Social Science Elevator 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 1 Inspector for the Social Science Elevator project.

Period: The time period will be from August 14, 2017 through June 30, 2018.

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

ATTACHMENT(S)
Draft of Project Assignment Agreement No. 10 to Contract No. 13P035 – The Vinewood Company, LLC
Project Assignment Agreement No. 9 to Contract No. 13P035 – The Vinewood Company, LLC
Project Assignment Agreement No. 8 to Contract No. 13P035 – The Vinewood Company, LLC
Project Assignment Agreement No. 7 to Contract No. 13P035 – The Vinewood Company, LLC
Project Assignment Agreement No. 6 to Contract No. 13P035 – The Vinewood Company, LLC
Project Assignment Agreement No. 5 to Contract No. 13P035 – The Vinewood Company, LLC
Project Assignment Agreement No. 4 to Contract No. 13P035 – The Vinewood Company, LLC
Project Assignment Agreement No. 3 to Contract No. 13P035 – The Vinewood Company, LLC
Project Assignment Agreement No. 2 to Contract No. 13P035 – The Vinewood Company, LLC
Project Assignment Agreement No. 1 to Contract No. 13P035 – The Vinewood Company, LLC
Contract No. 13P035, Master Inspector Services Agreement, The Vinewood Company, LLC

Cerritos College DRAFT

PROJECT ASSIGNMENT AGREEMENT NO. 10

TO

MASTER INSPECTOR SERVICES AGREEMENT

CONTRACT NO. 13P035

BETWEEN

CERRITOS COMMUNITY COLLEGE DISTRICT

AND

THE VINEWOOD COMPANY, LLC

DATED

JANUARY 28, 2015

WHEREAS, this PROJECT ASSIGNMENT AGREEMENT is made and entered into as of **July 19, 2017** by and between the **Cerritos Community College District** ("DISTRICT") and **The Vinewood Company, LLC** ("INSPECTOR"); and

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

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

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

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

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

1. **Project Description.**

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

1) Social Science Elevator

2. **Basic Services.**

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

1) Division of State Architect Inspection

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

4. **Inspector Compensation.**

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

B. In no event shall the total payment to INSPECTOR under this PROJECT ASSIGNMENT AGREEMENT exceed the Estimated Project Inspection Cost ("INSPECTION COST") of **One Hundred Fourteen Thousand Three Hundred Thirteen and 20/100 ($114,313.20)**, for all services performed and expenses, inclusive of all extra service expenses, incurred pursuant to this PROJECT ASSIGNMENT AGREEMENT.

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

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

DRAFT

Dated: _____, 20___		Dated: _____, 20___	
Cerritos Community College District		**The Vinewood Company, LLC**	
By:	_____	By:	_____
Print Name:	Felipe R. Lopez	Print Name:	Howard Mason
Print Title:	Vice President of Business Services	Print Title:	Principal In Charge

DRAFT

Information regarding Inspector:

License No.:

Address: 1854 Vinewood Street

La Verne, CA 91750

Telephone: 909-596-1045

Facsimile:

E-Mail: hmtvc@verizon.net

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
____ Corporation, State: _____
__X__ Limited Liability Company
____ Other: _____

260373328 :
Employer Identification and/or
Social Security Number

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

DRAFT

ATTACHMENT "2"

1. Consultant's Proposal is **not** made part of this PAA and has been included **for reference only**.
    a. Reference attached proposal from John Beckton, Team Leader Field Operations, The Vinewood Company to Jimmy Riordan, Program Manager, Tilden-Coil Constructors, Inc., Cerritos Community College District dated May 23, 2017 regarding Certified DSA Inspection Services Proposed Social Science Elevator Project (2 pages), attached hereto by this reference as "ATTACHMENT 2".

2. Task 1 –
    a. Provide inspection services required per State of California, Title 24, excluding any and all special inspections.
    b. Provide reports for all inspections including copies of all reports to Cerritos Community College, Architect in responsible charge and the Construction Management Team.

3. Includes Prevailing Wages as required by law for all field labor/work.

4. Cost of Professional Services
    a. Services $ 99,403.20
    b. Overtime & Contingency Allowance $ 14,910.00
    c. Total $ 114,313.20

5. Schedule
    a. August 14, 2017 – June 30, 2018

6. Specific to this PROJECT ASSIGNMENT AGREEMENT the rate and price schedule information set forth in EXHIBIT "A" to the AGREEMENT for Basic Services is modified and agreed upon as follows:

INSPECTOR CERTIFICATION	ORIGINAL HOURLY RATE(S) PER AGREEMENT	MODIFCATION	CURRENT HOURLY RATE(S)	NOTES
Project Inspector Class 1	$72.50	$2.00 (7/15) $2.85 (8/16) $2.30 (7/17)	**$79.65**	Prevailing wage increase (July 2017).

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

DRAFT

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 9

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 **April 17, 2017** by and between the **Cerritos Community College District** ("DISTRICT") and **The Vinewood Company, LLC** ("INSPECTOR"); and

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

WHEREAS, this PROJECT ASSIGNMENT AGREEMENT arises out of the DISTRICT's desire to obtain the necessary inspection services for the completion of the **Stadium Turf Replacement** 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) Stadium Turf Replacement

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 **Twenty Four Thousand, Two Hundred Ninety Five and 00/100 ($24,295.00)**, 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:	May 11, 2017.	Dated:	5/2, 2017
Cerritos Community College District		**The Vinewood Company, LLC**	
By:		By:	
Print Name:	Felipe R. Lopez	Print Name:	Howard Mason
Print Title:	Vice President of Business Services	Print Title:	Principal In Charge

Information regarding Inspector:

License No.:

Address: 1854 Vinewood Street

La Verne, CA 91750

Telephone: 909-596-1045

Facsimile:

E-Mail: hmtvc@verizon.net

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
____ Corporation, State: _____
__X__ Limited Liability Company
____ Other: _____

260373328 :
Employer Identification and/or
Social Security Number

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

ATTACHMENT "2"

1. Consultant's Proposal is **not** made part of this PAA and has been included **for reference only**.
    a. Reference attached proposal from John Beckton, Team Leader Field Operations, The Vinewood Company to Jimmy Riordan, Program Manager, Tilden-Coil Constructors, Inc., Cerritos Community College District dated April 13, 2017 regarding Certified DSA Inspection Services Proposed Stadium Turf Replacement Project (2 pages), attached hereto by this reference as "ATTACHMENT 2".

2. Task
    a. Provide inspection services required per State of California, Title 24, excluding any and all special inspections.
    b. Provide reports for all inspections including copies of all reports to Cerritos Community College, Architect in responsible charge and the Construction Management Team.

3. Includes Prevailing Wages as required by law for all field labor/work.

4. Cost of Professional Services

a. Services	$ 21,126.00
b. Overtime & Contingency Allowance	$ 3,169.00
c. Total	$ 24,295.00

5. Schedule
    a. May 22, 2017 – October 31, 2017

6. Specific to this PROJECT ASSIGNMENT AGREEMENT the rate and price schedule information set forth in EXHIBIT "A" to the AGREEMENT for Basic Services is modified and agreed upon as follows:

INSPECTOR CERTIFICATION	ORIGINAL HOURLY RATE(S) PER AGREEMENT	MODIFCATION	CURRENT HOURLY RATE(S)	NOTES
Project Inspector Class 2	$67.50	$4.85	**$72.35**	Prevailing wage increase (July 2016).

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

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 8

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 **August 19, 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 **Multi-Purpose Fire Alarm** 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) Multi-Purpose Fire Alarm

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 **Fourteen Thousand One Hundred Ninety and 00/100 Dollars ($14,190.00)**, 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: 9-1-, 2016	Dated: August 30, 2016
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.:

Address: 1854 Vinewood Street

La Verne, CA 91750

Telephone: 909-596-1045

Facsimile:

E-Mail: hmtvc@verizon.net

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
____ Corporation, State: _____
__x__ Limited Liability Company
____ Other: _____

260373328 :
Employer Identification and/or
Social Security Number

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

ATTACHMENT "2"

1. Consultant's Proposal is **not** made part of this PAA and has been included **for reference only**.
   a. Reference attached proposal from John Beckton, Team Leader Field Operations, The Vinewood Company to Héctor Melara, Project Manager, Tilden-Coil Constructors, Inc., Cerritos Community College District dated July 21, 2016 regarding Certified DSA Inspection Services Proposed Multi-Purpose Fire Alarm Project (2 page), attached hereto by this reference as "ATTACHMENT 2".

2. Task 1 –
   a. Provide inspection services required per State of California, Title 24, excluding any and all special inspections.
   b. Provide reports for all inspections including copies of all reports to Cerritos Community College, Architect in responsible charge and the Construction Management Team.

3. Includes Prevailing Wages as required by law for all field labor/work.

4. Cost of Professional Services
   a. Services $ 14,190.00

5. Schedule
   a. December 2016 – February 2017

6. Specific to this PROJECT ASSIGNMENT AGREEMENT the rate and price schedule information set forth in EXHIBIT "A" to the AGREEMENT for Basic Services is modified and agreed upon as follows:

INSPECTOR CERTIFICATION	ORIGINAL HOURLY RATE(S) PER AGREEMENT	MODIFCATION	CURRENT HOURLY RATE(S)	NOTES
Project Inspector Class 3	$62.50	$2.00	**$64.50**	Prevailing wage increase (July 2015).

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

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 7

TO

MASTER INSPECTOR SERVICES AGREEMENT

CONTRACT NO. 13P035

BETWEEN

CERRITOS COMMUNITY COLLEGE DISTRICT

AND

THE VINEWOOD COMPANY, LLC

DATED

JANUARY 28, 2015

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

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

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

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

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

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

1. **Project Description.**

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

1) Central Plant Expansion

2. **Basic Services.**

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

1) Division of State Architect Inspection

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

4. **Inspector Compensation.**

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

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

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

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

Dated: Feb 14, 2017	Dated: 1-24-17, 20___
Cerritos Community College District	**The Vinewood Company, LLC**
By: _____	By: _____
Print Name: Felipe Lopez	Print Name: Howard Mason
Print Title: ~~Acting~~ VP of Business Services	Print Title: Principal In Charge

Information regarding Inspector:

License No.:

Address: 1854 Vinewood Street

La Verne, CA 91750

Telephone: 909-596-1045

Facsimile:

E-Mail: hmtvc@verizon.net

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
____ Corporation, State: _____
__X__ Limited Liability Company
____ Other: _____

260373328 :
Employer Identification and/or
Social Security Number

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

ATTACHMENT "2"

1. Consultant's Proposal is **not** made part of this PAA and has been included **for reference only**.
   a. Reference attached proposal from John Beckton, Team Leader Field Operations, The Vinewood Company to Peter Stavros, Project Engineer, Tilden-Coil Constructors, Inc., Cerritos Community College District dated May 26, 2016 regarding Certified DSA Inspection Services Proposed Central Plant Expansion Project (3 pages), attached hereto by this reference as "ATTACHMENT 2".

2. Task 1
   a. Provide inspection services as requested by the District, excluding any and all special inspections that are required.
   b. Provide reports for all inspections including copies of all reports to Cerritos Community College, Architect in responsible charge and the Construction Management Team.

3. Includes Prevailing Wages as required by law for all field labor/work.

4. Cost of Professional Services
   a. Services $ 101,652.00

5. Schedule
   a. October 2016 – January 2018

6. Specific to this PROJECT ASSIGNMENT AGREEMENT the rate and price schedule information set forth in EXHIBIT "A" to the AGREEMENT for Basic Services is modified and agreed upon as follows:

INSPECTOR CERTIFICATION	ORIGINAL HOURLY RATE(S) PER AGREEMENT	MODIFCATION	CURRENT HOURLY RATE(S)	NOTES
Project Inspector Class 3	$62.50	$2.00	**$64.50**	Prevailing wage increase (July 2015).

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

Cerritos College

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: 1-24-17, 20___	Dated: Feb. 14, 2017
The Vinewood Company LLC	**Cerritos Community College District**
By: Howard E Mason Jr	By:
Print Name: Howard Mason	Print Name: Felipe Lopez
Print Title: Principal in Charge	Print Title: Vice President Business Services

EXHIBIT "A"

1. Consultant's Proposal is **not** made part of this PAA and has been included **for reference only**.
   a. Reference attached proposal from John Beckton, The Vinewood Company LLC to Jimmy Riordan, Program Manager, Tilden-Coil Constructors, Inc., Cerritos Community College District dated October 25, 2016 regarding Inspection Services Proposed Central Plant Expansion Project (3 pages), attached hereto and incorporated herein by this reference as ATTACHMENT "1".
2. Adjust wages rates per DIR Wage increases
3. Findings and recommendations to be prepared in accordance with generally accepted professional principles and practice in this area of Southern California.
4. Includes workers' compensation insurance as required by law.
5. Cost of Professional Services
   a. Original Amount of PAA No. 07 $ 101,652.00
   b. This Amendment Increase $ 4,492.00
   c. Total $ 106,144.00
6. Schedule
   a. January 1, 2017 – March 31, 2018

Master Agreement	Wages	PAA Wages
Class 1	72.50	77.35
Class 2	67.50	72.35
Class 3	62.50	67.35

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 6

TO

MASTER INSPECTOR SERVICES AGREEMENT

CONTRACT NO. 13P035

BETWEEN

CERRITOS COMMUNITY COLLEGE DISTRICT

AND

THE VINEWOOD COMPANY, LLC

DATED

JANUARY 28, 2015

WHEREAS, this PROJECT ASSIGNMENT AGREEMENT is made and entered into as of **July 20, 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 **EMS 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) EMS 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) 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 Four Thousand, Two Hundred Thirty Two and 00/100 ($104,232.00)**, 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: 8-16-, 2016	Dated: August 4, 2016
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.:

Address: 1854 Vinewood Street

La Verne, CA 91750

Telephone: 909-596-1045

Facsimile:

E-Mail: hmtvc@verizon.net

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
____ Corporation, State: _____
__X__ Limited Liability Company
____ Other: _____

260373328 :
Employer Identification and/or
Social Security Number

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

ATTACHMENT "2"

1. Consultant's Proposal is **not** made part of this PAA and has been included **for reference only**.
   a. Reference attached proposal from John Beckton, Team Leader Field Operations, The Vinewood Company to Peter Stavros, Project Engineer, Tilden-Coil Constructors, Inc., Cerritos Community College District dated May 26, 2016 regarding Certified DSA Inspection Services Proposed EMS Upgrade 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 $ 104,232.00

5. Schedule
   a. August 2016 – March 2018

6. Specific to this PROJECT ASSIGNMENT AGREEMENT the rate and price schedule information set forth in EXHIBIT "A" to the AGREEMENT for Basic Services is modified and agreed upon as follows:

INSPECTOR CERTIFICATION	ORIGINAL HOURLY RATE(S) PER AGREEMENT	MODIFCATION	CURRENT HOURLY RATE(S)	NOTES
Project Inspector Class 3	$62.50	$2.00	**$64.50**	Prevailing wage increase (July 2015).

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

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 5

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 **March 17, 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 **Campus Wayfinding** 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 Wayfinding

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 **Forty-Four Thousand One Hundred Eighteen and 00/100 ($44,118.00)**, 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:	4/29, 2016	Dated:	4-26, 2016
Cerritos Community College District		**The Vinewood Company, LLC**	
By:		By:	
Print Name:	Dr. David El Fattal	Print Name:	Howard Mason
Print Title:	Vice President of Business Services	Print Title:	Principal In Charge

Information regarding Inspector:

License No.:

Address: 1854 Vinewood Street

La Verne, CA 91750

Telephone: 909-596-1045

Facsimile:

E-Mail: hmtvc@verizon.net

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
____ Corporation, State: _____
__x__ Limited Liability Company
____ Other: _____

260373328 :
Employer Identification and/or
Social Security Number

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

ATTACHMENT "2"

1. Consultant's Proposal is **not** made part of this PAA and has been included **for reference only**.
    a. Reference attached proposal from John Beckton, Team Leader Field Operations, The Vinewood Company to Robert Gonzalez, Project Manager, Tilden-Coil Constructors, Inc., Cerritos Community College District dated November 12, 2015 regarding Certified DSA Inspection Services Proposed Campus Wayfinding Project (1 page), 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 $ 44,118.00

5. Schedule
    a. March 2016 – February 2017

6. Specific to this PROJECT ASSIGNMENT AGREEMENT the rate and price schedule information set forth in EXHIBIT "A" to the AGREEMENT for Basic Services is modified and agreed upon as follows:

INSPECTOR CERTIFICATION	ORIGINAL HOURLY RATE(S) PER AGREEMENT	MODIFCATION	CURRENT HOURLY RATE(S)	NOTES
Project Inspector Class 2	$67.50	$2.00	**$69.50**	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.

The Vinewood Company LLC

Celebrating Service to Education Since 1980

November 12, 2015

Cerritos Community College
11110 Alondra Avenue
Norwalk, California 90650-6298

Subject: Proposal to provide Certified DSA Inspection Services- **Class 2 Inspector for Cerritos Community College,** Wayfinding Project.

Provide Inspector of Record services in accordance with the State of California, Division of the State Architect Office of Regulatory Services.

Provide inspection services required per State of California, Title 24, excluding any and all special inspections that are required **March 1, 2016** through **December 31, 2016** with consideration for services set forth herein during this term.

Provide all reports required by the Division of the State Architect. All reports will be copied to Cerritos Community College, their Architect in responsible charge and their Construction Management team.

Inspection services will be provided at a basic hourly rate of $69.50. All inspections performed timely in conjunction with the contractors progress is the basis of this proposal.

The $69.50 Rates applies to services performed during normal business hours Monday through Friday, excluding holidays. Services that are required in excess of eight (8) hours per day Monday through Friday will be billed at a rate of $104.25 per hour through (12) hours, $139.00 per hr. thereafter.

The $104.25 per hr. rates applies to services required on Saturday, excluding holidays. A rate of $139.00 per hour for all work in excess of 12 hours required on Saturdays.

A rate of $139.00 per hour will apply to services required on Sundays and holidays.

This proposal assumes a $2.00 per hour Director of Industrial Relations rate increase in July 2016. The actual rate modification for 2016 will be adjusted once the DIR makes its determination.

DSA Class 2 oversight will be provided at the not to exceed cost of $44,118.00 without prior approval of the Construction Project Manager. The proposed amount of $44,118.00 is valid contingent upon the Shade Structure project being assigned to the Vinewood Company and the two projects are constructed concurrently.

Services will be billed once monthly on or about the 1st of each month. The bill is due and payable upon completion of normal processing, not to exceed ten (30) calendar days.

1/22/2016

Respectfully Submitted,

John Beckton
The Vinewood Company, LLC

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 4

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 **March 17, 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 **Shade Structures** 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) Shade Structures

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 Eight Thousand Nine Hundred Seventy-Two and 50/100 ($108,972.50)**, 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:	4/29, 2016	Dated:	4-26, 2016
Cerritos Community College District		**The Vinewood Company, LLC**	
By:		By:	
Print Name:	Dr. David El Fattal	Print Name:	Howard Mason
Print Title:	Vice President of Business Services	Print Title:	Principal In Charge

Information regarding Inspector:

License No.:

Address: 1854 Vinewood Street

La Verne, CA 91750

Telephone: 909-596-1045

Facsimile:

E-Mail: hmtvc@verizon.net

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
____ Corporation, State: _____
__x__ Limited Liability Company
____ Other: _____

260373328 :
Employer Identification and/or
Social Security Number

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

ATTACHMENT "1"

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 Robert Gonzalez, Project Manager, Tilden-Coil Constructors, Inc., Cerritos Community College District dated October 21, 2015 regarding Certified DSA Inspection Services Proposed Shade Structures at Seven Locations Project (1 page), attached hereto by this reference as ATTACHMENT "2".

2. Task 1 –
   a. Provide inspection services required per State of California, Title 24, excluding any and all special inspections that are required.
   b. Provide Inspector of Record Services in accordance with the State of California, Division of State Architect Office of Regulatory Services
   c. Provide all reports required by the Division of State Architect 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 $ 108,972.50

5. Schedule
   a. April 2016 – July 2017

6. Specific to this PROJECT ASSIGNMENT AGREEMENT the rate and price schedule information set forth in EXHIBIT "A" to the AGREEMENT for Basic Services is modified and agreed upon as follows:

INSPECTOR CERTIFICATION	ORIGINAL HOURLY RATE(S) PER AGREEMENT	MODIFCATION	CURRENT HOURLY RATE(S)	NOTES
Project Inspector Class 2	$67.50	$2.00	**$69.50**	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.

The Vinewood Company LLC

Celebrating Service to Education Since 1980

October 21, 2015

Cerritos Community College
11110 Alondra Avenue
Norwalk, California 90650-6298

Subject: Proposal to provide Certified DSA Inspection Services- **Class 2 Inspector for Cerritos Community College,** Shade Structure Project.

Provide Inspector of Record services in accordance with the State of California, Division of the State Architect Office of Regulatory Services for **DSA # 3-116281, 116282, 116283 and 116284 File # 19-C10.**

Provide inspection services required per State of California, Title 24, excluding any and all special inspections that are required **March 14, 2016** through **May 31, 2017** with consideration for services set forth herein during this term.

Provide all reports required by the Division of the State Architect. All reports will be copied to Cerritos Community College, their Architect in responsible charge and their Construction Management team.

Inspection services will be provided at a basic hourly rate of $69.50. All inspections performed timely in conjunction with the contractors progress is the basis of this proposal.

The $69.50 Rates applies to services performed during normal business hours Monday through Friday, excluding holidays. Services that are required in excess of eight (8) hours per day Monday through Friday will be billed at a rate of $104.25 per hour through (12) hours, $139.00 per hr. thereafter.

The $104.25 per hr. rates applies to services required on Saturday, excluding holidays. The rate of $139.00 per hour for all work in excess of 12 hours required on Saturdays.

A rate of $139.00 per hour will apply to services required on Sundays and holidays.

DSA Class 2 oversight will be provided at the not to exceed cost of $108,972.50 without prior approval of the Construction Project Manager.

This proposal reflects an anticipated Director of Industrial Relations rate increase of $2.00 per hour effective July 7, 2016.

Services will be billed once monthly on or about the 1st of each month. The bill is due and payable upon completion of normal processing, not to exceed ten (30) calendar days.

Respectfully Submitted,

John Beckton
The Vinewood Company, LLC

11/12/15

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 3

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 **November 12, 2015** 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 **Press Box Mechanical 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) Press Box Mechanical 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.

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 **Eight Thousand Seven Hundred Seventy-Two and 00/100 Dollars ($8,772.00)**, 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:	11/30, 2015	Dated:	11/24, 2015
Cerritos Community College District		**The Vinewood Company, LLC**	
By:		By:	
Print Name:	Dr. David El Fattal	Print Name:	Howard Mason
Print Title:	Vice President of Business Services	Print Title:	Principal In Charge

Information regarding Inspector:

License No.:

Address: 1854 Vinewood Street

La Verne, CA 91750

Telephone: 909-596-1045

Facsimile:

E-Mail: hmtvc@verizon.net

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
____ Corporation, State: _____
__x__ Limited Liability Company
____ Other: _____

260373328 :
Employer Identification and/or
Social Security Number

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

ATTACHMENT "1"

1. Reference INSPECTOR'S proposal dated November 10, 2015 (2 pages, with noted District changes), attached hereto and made a part of this PAA by this reference.

PRESS BOX

The Vinewood Company LLC

Celebrating Service to Education Since 1980

November 10, 2015

Cerritos Community College
11110 Alondra Avenue
Norwalk, California 90650-6298

Subject: Proposal to provide Certified DSA Inspection Services- **Class 3 Inspector for Cerritos Community College,** Press Box Project.

Provide Inspector of Record services in accordance with the State of California, Division of the State Architect Office of Regulatory Services.

Provide inspection services required per State of California, Title 24, excluding any and all special inspections that are required **February 9, 2016** through **March 31, 2016** with consideration for services set forth herein during this term.

Provide all reports required by the Division of the State Architect. All reports will be copied to Cerritos Community College, their Architect in responsible charge and their Construction Management team.

Inspection services will be provided at a basic hourly rate of $64.50. All inspections performed timely in conjunction with the contractors progress is the basis of this proposal.

The $64.50 Rates applies to services performed during normal business hours Monday through Friday, excluding holidays. Services that are required in excess of eight (8) hours per day Monday through Friday will be billed at a rate of $104.25 per hour through (12) hours, $139.00 per hr. thereafter.

The $104.25 per hr. rates applies to services required on Saturday, excluding holidays. A rate of $139.00 per hour for all work in excess of 12 hours required on Saturdays.

A rate of $139.00 per hour will apply to services required on Sundays and holidays.

DSA Class 3 oversight will be provided at the not to exceed cost of ~~$8,256.00~~ $8,772.00 without prior approval of the Construction Project Manager.

Services will be billed ~~once monthly on or about the 1st of each month. The bill is due and payable upon completion of normal processing, not to exceed ten (30) calendar days.~~ per Master Agreement. NDR
JM (TCC)

Respectfully Submitted,

John Beckton
The Vinewood Company, LLC

11-12-15

11/12/15

Balance Sheet

Description

Inspection Services for Cerritos College Press Box Project
DSA # 3-
Class 3 DSA IOR

Starting Balance $8,772.00

Date	Item Description	Received	Payment	Balance
3/1/2016	TVCMSCC0016-000 (Projected Billing) 15 Days - 4 hours per day		$3,870.00	$4,902.00
4/1/2016	TVCMSCC0016-000 (Projected Billing) 19 Days - 4 hours per day		$4,902.00	$0.00

Receivable	$0.00
Payables	$8,772.00
Current Balance	$0.00

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 2

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 **October 19, 2015** 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 **Gym Team Room Additions** 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) Gym Team Room Additions

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 **Fourteen Thousand, Nine-Hundred Sixty-Four and 00/100 Dollars ($14,964.00)**, 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:	11/9, 2015	Dated:	10-24, 2015
Cerritos Community College District		**The Vinewood Company, LLC**	
By:		By:	
Print Name:	Dr. David El Fattal	Print Name:	Howard Mason
Print Title:	Vice President of Business Services	Print Title:	Principal In Charge

Information regarding Inspector:

License No.:

Address: 1854 Vinewood Street

La Verne, CA 91750

Telephone: 909-596-1045

Facsimile:

E-Mail: hmtvc@verizon.net

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
____ Corporation, State: _____
__x__ Limited Liability Company
____ Other: _____

260373328 :
Employer Identification and/or
Social Security Number

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

ATTACHMENT "1"

1. Reference INSPECTOR'S proposal dated October 6, 2015 (2 pages), attached hereto and made a part of this PAA by this reference.

The Vinewood Company LLC

Celebrating Service to Education Since 1980

Job Name: Gym Team Rooms
New PO#: (Y) N
PO#: TBD CO#: _____
FUND: _____
_____
_____
Notes: _____
_____

October 6, 2015

Cerritos Community College
11110 Alondra Avenue
Norwalk, California 90650-6298

Subject: Proposal to provide Certified DSA Inspection Services- **Class 3 Inspector for Cerritos Community College, Gymnasium Team Room Additions.**

We will utilize Raoul Madrid who is assisting Mark Smith on the Fine Arts and CIS/Math Projects to oversee the Project which will result in a project specific savings to the District. We have allocated 4 hours per day for project verification of the project.

Provide Inspector of Record services in accordance with the State of California, Division of the State Architect Office of Regulatory Services.

Provide inspection services required per State of California, Title 24, excluding any and all special inspections that are required **February 22, 2015** through **May 11, 2016** with consideration for services set forth herein during this term.

Provide all reports required by the Division of the State Architect. All reports will be copied to Cerritos Community College, their Architect in responsible charge and their Construction Management team.

Inspection services will be provided at a basic hourly rate of **$64.50**. All inspections performed timely in conjunction with the contractors progress is the basis of this proposal.

The **$64.50** rate applies to services performed during normal business hours Monday through Friday, excluding holidays. Services that are required in excess of eight (8) hours per day Monday through Friday will be billed at a rate of **$96.75** per hour through (12) hours, **$129.00** per hr. thereafter. One (1) hour of travel time will be charged for all service days of less than six (6) hours.

The **$96.75** per hr. rates applies to services required on Saturday, excluding holidays. An eight (8) hour minimum charge is stipulated for all service requirements on Saturday. **$129.00** per hour for all work in excess of 12 hours required on Saturdays.

A rate of **$129.00** per hour will apply to services required on Sundays and holidays. An eight (8) hour minimum charge is stipulated for all service requirements on Sunday and holidays.

This proposal reflects Director of Industrial Relations rate increase of $2.00 per hour effective July 6, 2015.

DSA Class 3 oversight will be provided at the not to exceed cost of $14,964.00 without prior approval of the Construction Project Manager.

RM (Ctd) 10/8/15

Services will be billed once monthly on or about the 1st of each month. The bill is due and payable upon completion of normal processing, not to exceed ten (30) calendar days.

Respectfully Submitted,

John Beckton
The Vinewood Company, LLC

10/8/15

Balance Sheet

Description

Inspection Services for Cerritos College Gymnasium Team Room Addition
Class 3 DSA IOR

Starting Balance $14,964.00

Date	Item Description	Received	Payment	Balance
3/1/2016	TVCMSCC0016-000 (Projected Billing) 6 Days at 4 hours per day		$1,548.00	$13,416.00
4/1/2016	TVCMSCC0016-000 (Projected Billing) 23 Days at 4 hours per day		$5,934.00	$7,482.00
5/1/2016	TVCMSCC0016-000 (Projected Billing) 21 Days at 4 hours per day		$5,418.00	$2,064.00
6/1/2016	TVCMSCC0016-000 (Projected Billing) 8 Days at 4 hours per day		$2,064.00	$0.00
	We have allocated 4 hours per day for project verification			

Receivable	$0.00
Payables	$14,964.00
Current Balance	$0.00

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 1

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 **November 6, 2015** 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 **Campus Landscape: Alondra & Studebaker** 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 Improvements: Landscape: Alondra & Studebaker

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 **Twenty-Five Thousand, Eight-Hundred and 00/100 ($25,800.00)**, 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: 11/30, 2015	Dated: 11/24/15, 20___
Cerritos Community College District	**The Vinewood Company, LLC**
By:	By:
Print Name: Dr. David El Fattal	Print Name: Howard Mason
Print Title: Vice President of Business Services	Print Title: Principal In Charge

Information regarding Inspector:

License No.:

Address: 1854 Vinewood Street

La Verne, CA 91750

Telephone: 909-596-1045

Facsimile:

E-Mail: hmtvc@verizon.net

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
____ Corporation, State: _____
__x_ Limited Liability Company
____ Other: _____

260373328 :
Employer Identification and/or
Social Security Number

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

ATTACHMENT "1"

1. **Reference Consultant's proposal dated August 6, 2015 (2 pages, with noted District changes) attached hereto and made a part of this PAA by this reference.**

The Vinewood Company LLC

Celebrating Service to Education Since 1980

August 6, 2015

Cerritos Community College
11110 Alondra Avenue
Norwalk, California 90650-6298

Subject: Proposal to provide Certified DSA Inspection Services- **Class 3 Inspector for Cerritos Community College, Campus Improvements – Landscape Alondra & Studebaker.**

We are pleased to submit a proposal for the above referenced project consisting of 70 working days with an additional 30 days allowance per information provided by Tilden-Coil Constructors on September 2, 2015. We will utilize Raoul Madrid who is assisting Mark Smith on the Fine Arts and CIS/Math Projects to oversee the Landscape Project which will result in a project specific savings to the District. We have allocated 4 hours per day for project verification of the project.

Provide Inspector of Record services in accordance with the State of California, Division of the State Architect Office of Regulatory Services.

Provide inspection services required per State of California, Title 24, excluding any and all special inspections that are required **October 29, 2015** through **February 29, 2016** with consideration for services set forth herein during this term.

Provide all reports required by the Division of the State Architect. All reports will be copied to Cerritos Community College, their Architect in responsible charge and their Construction Management team.

Inspection services will be provided at a basic hourly rate of **$64.50**. All inspections performed timely in conjunction with the contractors progress is the basis of this proposal.

The **$64.50** rate applies to services performed during normal business hours Monday through Friday, excluding holidays. Services that are required in excess of eight (8) hours per day Monday through Friday will be billed at a rate of **$96.75** per hour through (12) hours, **$129.00** per hr. thereafter. One (1) hour of travel time will be charged for all service days of less than six (6) hours.

The **$96.75** per hr. rates applies to services required on Saturday, excluding holidays. An eight (8) hour minimum charge is stipulated for all service requirements on Saturday. **$129.00** per hour for all work in excess of 12 hours required on Saturdays.

A rate of **$129.00** per hour will apply to services required on Sundays and holidays. An eight (8) hour minimum charge is stipulated for all service requirements on Sunday and holidays.

This proposal reflects Director of Industrial Relations rate increase of $2.00 per hour effective July 6, 2015.

DSA Class 3 oversight will be provided at the not to exceed cost of $25,800.00 without prior approval of the Construction Project Manager.

Services will be billed ~~once monthly on or about the 1st of each month. The bill is due and payable upon completion of normal processing, not to exceed ten (30) calendar days.~~ per Master Agreement. Master Agreement hourly rates shall prevail should there be a variance between proposal rates and Master Agreement rates

Respectfully Submitted,

John Beckton

9/10/15

John Beckton
The Vinewood Company, LLC

Balance Sheet

Description

Inspection Services for Cerritos College Campus Improvements
Landscape Alondra & Studebaker
Class 3 DSA IOR

Starting Balance $25,800.00

Date	Item Description	Received	Payment	Balance
11/1/2015	TVCMSCC0015-000 (Projected Billing) 2 Days		$516.00	$25,284.00
12/1/2015	TVCMSCC0015-000 (Projected Billing) 18 Days		$4,644.00	$20,640.00
1/1/2016	TVCMSCC0015-000 (Projected Billing) 22 Days		$5,676.00	$14,964.00
2/1/2016	TVCMSCC0016-000 (Projected Billing) 20 Days		$5,160.00	$9,804.00
3/1/2016	TVCMSCC0016-000 (Projected Billing) 8 Days		$2,064.00	$7,740.00
	TVCMSCC0016-000 (Projected Billing) 30 Day allowance		$7,740.00	$0.00
	We have allocated 4 hours per day for project verification			

Receivable	$0.00
Payables	$25,800.00
Current Balance	$0.00

Cerritos College

Contract No. 13P035

MASTER INSPECTOR SERVICES AGREEMENT

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

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

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

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

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

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

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

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

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

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

(1) **General**. The INSPECTOR shall act under the direction of the architect and registered engineer. The Inspector shall attend all planning, pre-construction conferences, project meetings, and/or meetings as required by the DISTRICT.

(2) **Duties**. The general duties of the INSPECTOR in fulfilling his/her responsibilities are as follows:

(a) Continuous Inspection Requirement. The INSPECTOR must have actual personal knowledge, which is obtained by his or her personal and continuous inspection of the work of construction in all stages of its progress, as set forth in California Education Code Section 81141, that the requirements of the approved plans and specifications are being completely executed.

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

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

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

(c) Job File.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(d) Project Inspection Cards.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) Testing and Special Inspections.

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

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

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

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

(v) INSPECTOR shall monitor the work of the Laboratory of Record and all Special Inspectors who are not employed by the Laboratory of Record to ensure that all testing and special inspections required for the completion of the PROJECT are performed timely and satisfactorily. The INSPECTOR shall verify that all necessary tests and special inspections are completed and that all necessary reports are collected by the INSPECTOR and posted in the INSPECTOR's Project File and posted electronically with the DSA prior to the

start of the construction work requiring such test and/or special inspections and prior to the INSPECTOR signing off or otherwise approving any block/section of a PIC that requires testing and/or special inspection according to the DSA approved Construction Documents.

(vi) Copies of all daily inspection reports, special daily inspection reports, Interim Verified Reports, Verified Reports and any other reports related to the testing and special inspections performed on the PROJECT, pursuant to the DSA approved Construction Documents, shall be maintained in the INSPECTOR's Project File throughout the duration of the PROJECT. The INSPECTOR shall verify that all testing and special inspection related reports are posted electronically with the DSA by the responsible parties. The INSPECTOR shall notify the DISTRICT, in writing, if any of the above reports are not promptly submitted to the INSPECTOR and posted with the DSA by the responsible parties.

(f) Inspector's Semimonthly Reports. The INSPECTOR shall keep the architect or registered engineer thoroughly informed as to the progress of the work by making semimonthly reports in writing as required in Section 4-342 of Title 24 of the California Code of Regulations. See also sample of semimonthly report in Appendix of Title 24 of the California Code of Regulations.

(g) Inspector's Daily Report to District. The INSPECTOR shall keep the DISTRICT thoroughly informed as to the progress of the work by submitting daily reports in writing to the DISTRICT. Such reports shall include, but not be limited to, the following information:

(i) Activities performed by the Contractors, and areas where work is performed with relation to the plans and specifications.

(ii) Manpower assigned to the Contractor and subcontractor(s), including the number of individuals in each trade and the type of work being performed.

(iii) Weather conditions.

(iv) Equipment and materials delivered to the site.

(v) Construction equipment and vehicles utilized and duration on PROJECT.

(vi) Nature and location of the work being performed (starting and completion dates for various portions of the work).

(vii) Verbal communication and clarifications of the work given to the Contractor awarded the PROJECT.

(viii) Inspection by representatives of regulatory agencies.

(ix) Occurrences or conditions that might affect Contract Sum or Contract Time.

(x) INSPECTOR's record journal to include "Pertinent Calls" relating to conflicting issues regarding changes to documents, i.e., plans, specifications, change orders and job conditions affecting the interests of the DISTRICT.

(xi) Any work or material in place that does not correspond with the codes, drawings or specifications, as well as resulting action taken. List any other problems or abnormal occurrences that arise during each day, including notations of any particular lack of activity on the part of the Contractor. Note corrective actions taken.

(xiii) Times of day INSPECTOR was present on site.

(h) Notifications to Division of the State Architect. The INSPECTOR shall notify the Division of the State Architect:

(i) When work is started on the PROJECT.

(ii) At least 48 hours in advance of the time when foundation trenches will be complete,
ready for footing forms.

(iii) At least 48 hours in advance of the first pour of concrete.

(iv) When work is suspended for a period of more than two weeks.

(i) Construction Procedure Records. The INSPECTOR shall keep a record of certain phases of construction procedure including, but not limited to, the following:

(i) Concrete pouring operations. The record shall show the time and date of placing concrete and the time and date of removal of forms in each portion of the structure.

(ii) Welding operations. The record shall include identification marks of welders, lists of defective welds, manner of correction of defects, etc.

(iii) Penetration under the last ten (10) blows for each pile when piles are driven for foundations.

All records of construction procedure shall be kept on the job until the completion of the work. All records kept by the INSPECTOR arising out of or in any way connected with the PROJECT shall be and remain the property of the DISTRICT. At the end of each individual PROJECT, the INSPECTOR shall provide to the

DISTRICT with all PROJECT documentation in a professional format, both in binders and on a computer CD.

A complete and accurate copy of all records kept or created by the INSPECTOR arising under or connected in any way to the PROJECT shall be furnished by the INSPECTOR to the DISTRICT immediately upon written demand by the DISTRICT.

(j) Deviations. The INSPECTOR shall notify the contractor, in writing, of any deviations from the approved plans and specifications which are not immediately corrected by the contractor when brought to his/her attention. Copies of such notice shall be forwarded immediately to the architect or registered engineer, and to the Division of the State Architect.

Failure on the part of the INSPECTOR to notify the contractor of deviations from the approved plans and specifications shall in no way relieve the contractor of any responsibility to complete the work covered by his/her contract in accordance with the approved plans and specifications and all laws and regulations.

(k) Verified Reports. The INSPECTOR shall make and submit to the Division of the State Architect verified reports pursuant to Section 3-342 of Title 24 of the California Code of Regulations. The INSPECTOR shall prepare and deliver to the Division of the State Architect detailed statements of fact regarding materials, operations, etc., when requested.

(l) Violations. Failure, refusal, or neglect on the part of the INSPECTOR to notify the contractor of any work which does not comply with the requirements of the approved plans and specifications, or failure, refusal, or neglect to report immediately, in writing, any such violation to the architect or registered engineer, to the school board, and to the Division of the State Architect shall constitute a violation of the Field Act and shall be cause for the Division of the State Architect to take action.

(D) Insurance. The INSPECTOR shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to DISTRICT which will protect the INSPECTOR and DISTRICT from claims which may arise out of or result from the INSPECTOR's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

(1) Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, in no event shall such policy limit be less than $1,000,000.00.

(2) Comprehensive general liability insurance with limits of not less than TWO MILLION DOLLARS ($2,000,000.00) and automobile liability insurance with limits not less than ONE MILLION DOLLARS ($1,000,000.00) for bodily injury and property damage liability per occurrence, including:

a. Owned, non-owned and hired vehicles at cash value;
b. Blanket contractual;
c. Broad form property damage;
d. Products/completed operations; and
e. Personal injury.

(3) Professional liability insurance, including contractual liability, with limits of One Million Dollars ($1,000,000), per occurrence. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that INSPECTOR subcontracts any portion of INSPECTOR's duties, INSPECTOR shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subparagraph. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.

(4) Each policy of insurance required in Section D(2) above shall name DISTRICT and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of the INSPECTOR hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. The INSPECTOR shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, the INSPECTOR shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event the INSPECTOR fails to secure or maintain any policy of insurance required hereby, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of the INSPECTOR, and in such event, the INSPECTOR shall reimburse DISTRICT upon demand for the cost thereof.

(E) Compensation. The DISTRICT shall pay compensation to the INSPECTOR in accordance with the rate and price schedule information set forth in EXHIBIT "A" to this AGREEMENT unless otherwise set forth in a PROJECT ASSIGNMENT AGREEMENT for a particular portion of the PROJECT.

(F) The INSPECTOR agrees to discharge the duties as set out in this contract in a manner satisfactory to the Division of the State Architect and the Architect retained by the DISTRICT.

(G) Termination. This AGREEMENT or any individual PROJECT ASSIGNMENT AGREEMENT may be terminated by either party upon fourteen (14) days written notice to the

other party in the event of a substantial failure of performance by such other party, including insolvency of the INSPECTOR; or if the DISTRICT should decide to abandon or indefinitely postpone the PROJECT or any individual portion thereof.

(1) In the event of a termination based upon abandonment or postponement by DISTRICT, the DISTRICT shall pay INSPECTOR for all services performed and all expenses incurred under this AGREEMENT or any individual PROJECT ASSIGNMENT AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement plus any sums due the INSPECTOR for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT or any individual PROJECT ASSIGNMENT AGREEMENT, as applicable, consideration shall be given to both completed work and work in process of completion and other documents whether delivered to the DISTRICT or in the possession of the INSPECTOR. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased inspection and replacement inspector costs shall be deducted from payments to the INSPECTOR.

(2) In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Paragraph (G)(3) below, and INSPECTOR shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by INSPECTOR.

(3) This AGREEMENT or any PROJECT ASSIGNMENT AGREEMENT, may be terminated without cause by DISTRICT upon fourteen (14) days written notice to INSPECTOR. In the event of a termination without cause, the DISTRICT shall pay INSPECTOR for all services performed and all expenses incurred under this AGREEMENT or any individual PROJECT ASSIGNMENT AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due the INSPECTOR for Board approved extra services.

(4) In the event the INSPECTOR is terminated, with or without cause, the INSPECTOR shall personally provide all the original PIC's prepared or obtained by the INSPECTOR in connection with the PROJECT to the assuming DSA inspector or the DSA as directed by the DISTRICT. All original PIC's must be provided to the DSA assuming inspector or the DSA, as applicable, within 48 hours of the effective date of the INSPECTOR's termination. Under no circumstances shall the INSPECTOR withhold any original PIC's related to the PROJECT upon the INSPECTOR's termination. The INSPECTOR shall be responsible for any delays on the PROJECT that arise out of the INSPECTOR's failure to provide the original PIC's to the assuming DSA inspector or the DSA as directed by the DISTRICT in accordance with this section. Upon the effective date of the INSPECTOR's termination, the

INSPECTOR shall provide copies of all current PIC's in the INSPECTOR's Project File to the DISTRICT along with all other documents detailed in Section (C)(2)(c) of this AGREEMENT or any individual PROJECT ASSIGNMENT AGREEMENT, as applicable.

(5) In the event of a dispute between the parties as to performance of the work or the interpretation of this AGREEMENT or any individual PROJECT ASSIGNMENT AGREEMENT, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of this dispute, the INSPECTOR agrees to continue the work diligently to completion. If the dispute is not resolved, the INSPECTOR agrees it will neither rescind the AGREEMENT or any individual PROJECT ASSIGNMENT AGREEMENT, nor stop the progress of the work, but the INSPECTOR's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the PROJECT has been completed, and not before.

(6) THE DISTRICT AND INSPECTOR UNDERSTAND AND AGREE THAT SECTION (G) OF THIS AGREEMENT SHALL GOVERN ALL TERMINATION RIGHTS AND PROCEDURES BETWEEN THE PARTIES. ANY TERMINATION PROVISION THAT IS ATTACHED TO THIS AGREEMENT AS PART OF ANY PROJECT ASSIGNMENT AGREEMENT BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.

(H) Hold Harmless. To the fullest extent permitted by law, the INSPECTOR agrees to indemnify, defend and hold the DISTRICT entirely harmless from all liability arising out of:

(1) Workers' Compensation and Employers' Liability. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to the INSPECTOR's employees or the INSPECTOR's subcontractor's employees arising out of INSPECTOR's work under this AGREEMENT; and

(2) General Liability. Liability for damages for (a) death or bodily injury to person; (b) injury to, loss or theft of property; (c) any failure or alleged failure to comply with any provision of law or (d) any other loss, damage or expense arising under either (a), (b), or (c) herein this paragraph, sustained by the INSPECTOR or any person, firm or corporation employed by the INSPECTOR related to, founded upon or in connection with this AGREEMENT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent consultants who are directly employed by the DISTRICT;

(3) Professional Liability. Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of the INSPECTOR, or any person, firm or corporation employed by the INSPECTOR, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the DISTRICT, arising out of, or in any way connected with the PROJECT, including injury or damage either on or off DISTRICT property; but not

for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of the DISTRICT.

(4) Business Automobile Liability. Liability for bodily injury or property damage claims arising out of the use of owned, hired, or non-owned automobiles operated by the INSPECTOR, its officers, agents, employees or anyone employed by the INSPECTOR, in connection with work performed under this AGREEMENT.

(5) INSPECTOR, at INSPECTOR's own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees on account of or founded upon any of the causes, damages or injuries identified herein Section (H) and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

(6) THE PARTIES UNDERSTAND AND AGREE THAT SECTION (H) OF THIS AGREEMENT SHALL BE THE SOLE INDEMNITY, AS DEFINED BY CALIFORNIA CIVIL CODE § 2772, GOVERNING THIS AGREEMENT. ANY OTHER INDEMNITY THAT MAY BE ATTACHED TO THIS AGREEMENT OR PART OF ANY PROJECT ASSIGNMENT AGREEMENT OR OTHERWISE INCLUDED IN THE CONSULTANT'S TERMS AND CONDITIONS SHALL BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.

(7) ANY ATTEMPT TO LIMIT THE INSPECTOR'S LIABILITY TO THE DISTRICT IN ANY SUBSEQUENTLY EXECUTED PROJECT ASSIGNMENT ORDER(S) SHALL BE VOID AND UNENFORCEABLE BETWEEN THE DISTRICT AND THE INSPECTOR.

(I) Independent Contractor. INSPECTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. The INSPECTOR understands and agrees that INSPECTOR and all of INSPECTOR's employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. The INSPECTOR assumes the full responsibility for the acts and/or omissions of the INSPECTOR's employees or agents as they relate to the services to be provided under this AGREEMENT. The INSPECTOR shall assume full responsibility for payment of all prevailing wages and all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective INSPECTOR's employees.

(J) Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or the INSPECTOR.

(K) The DISTRICT and the INSPECTOR, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this

AGREEMENT with respect to the terms of this AGREEMENT. The INSPECTOR shall not assign this AGREEMENT.

(L) This AGREEMENT shall be governed by the laws of the State of California.

(M) Each of the PARTIES have had the opportunity to, and have to the extent each deemed appropriate, obtained legal counsel concerning the content and meaning of this AGREEMENT. Each of the PARTIES agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate this AGREEMENT. This AGREEMENT represents the entire AGREEMENT between the DISTRICT and INSPECTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the INSPECTOR.

(N) THIS AGREEMENT AND ALL PROJECT ASSIGNMENT AGREEMENTS SHALL NOT INCLUDE OR INCORPORATE THE TERMS OF ANY GENERAL CONDITIONS, CONDITIONS, MASTER AGREEMENT OR ANY OTHER BOILERPLATE TERMS OR FORM DOCUMENTS PREPARED BY THE INSPECTOR. THE ATTACHMENT OF ANY SUCH DOCUMENT TO THIS AGREEMENT AS EXHIBIT "A" OR PART OF ANY SUBSEQUENTLY EXECUTED PROJECT ASSIGNMENT AGREEMENT SHALL NOT BE INTERPRETED OR CONSTRUED TO INCORPORATE SUCH TERMS INTO THIS AGREEMENT OR AND PROJECT ASSIGNMENT AGREEMENT UNLESS THE DISTRICT APPROVES OF SUCH INCORPORATION IN A SEPARATE WRITING SIGNED BY THE DISTRICT. ANY REFERENCE TO SUCH BOILERPLATE TERMS AND CONDITIONS IN THE PROPOSAL OR QUOTE SUBMITTED BY THE INSPECTOR SHALL BE NULL AND VOID AND HAVE NO EFFECT UPON THIS AGREEMENT OR ANY SUBSEQUENTLY EXECUTED PROJECT ASSIGNMENT AGREEMENTS. PROPOSALS, QUOTES, STATEMENT OF QUALIFICATIONS AND OTHER SIMILAR DOCUMENTS PREPARED BY THE INSPECTOR MAY BE INCORPORATED INTO THIS AGREEMENT AS EXHIBIT "A" OR A PROJECT ASSIGNMENT AGREEMENT AS ATTACHMENT 1 BUT SUCH INCORPORATION SHALL BE STRICTLY LIMITED TO THOSE PARTS DESCRIBING THE INSPECTOR'S SCOPE OF WORK, RATE AND PRICE SCHEDULE AND QUALIFICATIONS.

(O) Time is of the essence with respect to all provisions of this AGREEMENT.

(P) This AGREEMENT will be liberally construed to effectuate the intention of the PARTIES with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguities with respect to, any word, phrase or provision of this AGREEMENT, neither this AGREEMENT nor any uncertainty or ambiguity be construed or resolved against either PARTY (including the PARTY primarily responsible for drafting and preparation of this AGREEMENT), under any rule of construction or otherwise, it being expressly understood and agreed that the PARTIES have participated equally or have had equal opportunity to participate in the drafting hereof.

(Q) If either PARTY becomes involved in litigation arising out of this AGREEMENT or the performance thereof, each PARTY shall bear its own litigation costs and expenses, including reasonable attorney's fees.

(R) All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this AGREEMENT by this reference as though fully set forth in each instance in the text hereof unless otherwise excluded by this AGREEMENT.

(S) This AGREEMENT or any subsequently executed PURCHASE ASSIGNMENT AGREEMENT is not a valid or enforceable obligation against the DISTRICT until approved or ratified by motion of the Governing Board of the District duly passed and adopted.

(T) Assignment. INSPECTOR shall not assign or transfer this AGREEMENT or any interests of INSPECTOR herein without the prior written approval of the DISTRICT. Any such attempt by the INSPECTOR to assign or transfer this AGREEMENT or any of the INSPECTOR's interests set forth herein without the DISTRICT's written approval shall be void and shall be given no force or effect. No individual person assigned to provide the services hereunder for the PROJECT may be changed or substituted without the prior written consent of the DISTRICT. Such consent may be given or withheld in the DISTRICT's absolute discretion.

(U) Administration. The INSPECTOR shall produce, or shall hire the necessary independent contractors and/or consultants needed to produce, a clerically smooth product for the DISTRICT and for the INSPECTOR's routine correspondence with the DISTRICT. These clerical services shall be provided at no additional expense to the DISTRICT.

(V) Conflict of Interest. The INSPECTOR hereby represents, warrants and covenants that: (i) at the time of execution of this AGREEMENT, the INSPECTOR has no interest and shall not acquire any interest in the future, whether direct or indirect, which would conflict in any manner or degree with the performance of services under this AGREEMENT; and (ii) the INSPECTOR shall not employ in the performance of services under this AGREEMENT any person or entity having such an interest.

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

INSPECTOR:
The Vinewood Company

By: Howard E Mason Jr

Managing Member
Principal In Charge

DISTRICT:
Cerritos Community College District

By: _____

_____

EXHIBIT "A"

(Fill in Applicable Rates Below or Attach Inspector's Proposal, if any, for Rates and/or Additional Basic Services)

INSPECTOR CERTIFICATION	HOURLY
PROJECT INSPECTOR CLASS 1	**$72.50**
PROJECT INSPECTOR CLASS 2	**$67.50**
PROJECT INSPECTOR CLASS 3	**$62.50**

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **July 19, 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 Ratification of General Fund, Special Reserve Funds, Restricted Funds, Financial Aid Fund, and Payroll Clearance Fund Warrants for the Quarter Ending June 30, 2017

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 June 30, 2017.

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 June 30, 2017:

- 8,022 Payroll "A" Warrants, which are employee paychecks that originate from the payroll department, totaling $19,730,253.84; and

- 2,890 Other "B" Warrants, which are checks to vendors that originate from the accounts payable department, totaling $17,855,841.57.

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: **July 19, 2017**
Agenda Item No. 45

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 the 2017-2018 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

Lead Custodian (Facilities), Classified Salary Schedule: Grade 28, Step 4 ($4,611.20/month, includes 5% shift differential and 5% Longevity) effective date: July 20, 2017: Rodriguez, Alfred C.

Research Analyst (IERP), Classified Salary Schedule: Grade 48, Step 1 ($5,679.00/month), effective date: XXX [Name to be provided on the Revision]

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

Name	Unit	Classification	Rate	Cleared for Employment
Durazo, Adriana T.	Community Education	Continuing Ed. Specialist I/ Kids College	$30.27/hr	7/5/2017

III. 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, 2018, or 175 total workdays, whichever occurs first

Name	Unit	Classification	Rate	Cleared for Employment
Alpenia, Elaine	Student Activities	Student Activities Clerk	$10.50/hr	6/29/2017
Anaya, Nancy*	Child Development	CDC Substitute Teacher	$20.99/hr	6/29/2017
Arnsparger, William**	HPEDA	Sports Specialist	$12.22/hr	6/20/2017
Avalos, Angel Anthony	Facilities	Custodian	$10.50/hr	6/20/2017
Bagley, Barbara	Purchasing /Communications	PBX Operator Receptionist	$10.50/hr	6/20/2017
Bailey, Ericka D.	Fine Arts	Technical Director/Designer	$15.36/hr	6/20/2017
Bauk, Marco**	HPEDA	Aquatic Specialist	$10.50/hr	6/20/2017
Beeghly, Ryan**	HPEDA	Aquatic Specialist	$10.50/hr	6/20/2017
Bell, Skye*	Child Development	Instructional Aide II	$13.30/hr (1)	6/20/2017
Brown, Carolyn	Purchasing /Communications	PBX Operator Receptionist	$10.50/hr	6/20/2017
Camerena, Alissa*	EPP	Instructional Aide I	$10.50/hr (1)	6/20/2017
Casian, Maria*	Child Development	Instructional Aide I	$10.50/hr (1)	6/29/2017
Castillo, Suleyma	Purchasing /Communications	PBX Operator Receptionist	$10.50/hr	6/28/2017
Chavez, Esperanza	Business Humanities	Secretary	$11.78/hr	6/29/2017
Coon, Rhea*	Child Development	CDC Substitute Teacher	$20.99/hr	6/29/2017

Name	Unit	Classification	Rate	Cleared for Employment
Cravens, Robert L.	Facilities	Gardener/Groundskeeper	$10.50/hr	6/26/2017
Cruz Jennifer	Success Center	Instructional Aide ll	$13.30/hr (1)	6/26/2017
Cruz, Shanon*	Adult Education	Community Education Specialist	$30.27/hr	6/29/2017
Cuevas Valverde, Selene*	Community Education	Community Education Specialist	$30.27/hr	7/3/2017
Danilo, Michelle Hope*	EPP	Instructional Aide l	$10.50/hr (1)	6/29/2017
De La Garza, Julian	Success Center	Instructional Aide ll	$13.30/hr (1)	7/3/2017
Deloera. Maria Jose**	HPEDA	Sports Specialist	$12.22/hr	6/28/2017
Demian, Mariam Fawzy M.*	CalWORKs	Instructional Aide ll	$13.30/hr	6/28/2017
Diaz, Hector*	CalWORKs	Assistant Clerk	$10.50/hr	6/29/2017
Duenas, Joseph*	Community Education	Program Assistant l	$10.50/hr	6/28/2017
Estrada, Zachary**	HPEDA	Aquatic Specialist	$10.50/hr	6/29/2017
Fitzgerald, Barrett	Technology	Community Education Specialist	$30.27/hr	7/3/2017
Galvan, Eric	HPEDA	Instructional Aide II	$13.30/hr (1)	6/29/2017
Garcia, Gabriella**	HPEDA	Sports Specialist	$12.22/hr	6/26/2017
Garcia, Victoria	Admissions/Records	Registration Account Clerk	$10.50/hr (1)	6/26/2017
Garrido, Raul*	Adult Education	Instructional Aide II	$13.30/hr	6/29/2017
Garrido, Sandy	Success Center	Instructional Aide ll	$13.30/hr (1)	6/29/2017
Gerdts, Jasmine	Information Technology	Senior Clerk	$10.50/hr	6/27/2017
Girgis, Renee*	Adult Education	Community Education Specialist	$30.27/hr	6/29/2017
Gomez Juarez, Nancy	Success Center	Instructional Aide ll	$13.30/hr (1)	7/3/2017
Gomez, Tyler	Admissions/Records	Registration Account Clerk	$10.50/hr (1)	6/29/2017
Gonzalez Amanda*	Child Development	CDC Substitute Teacher	$20.99/hr	6/29/2017
Gonzalez,Alejandro**	HPEDA	Sports Specialist	$12.22/hr	6/26/2017
Guarena, Antonio	Success Center	Instructional Aide ll	$13.30/hr (1)	6/26/2017
Hernandez Diaz, Jose A.	Technology	Voc.Ed. & Special Projects Asst.	$17.04/hr	6/29/2017
Hernandez, Konrad**	HPEDA	Aquatic Specialist	$10.50/hr	6/20/2017
Hernandez, Trinidad*	CalWORKs	Assessment Clerk	$10.50/hr	6/28/2017
Herrera, Marisela	Success Center	Instructional Aide ll	$13.30/hr (1)	6/28/2017
Holland, Raeshema	Business Humanities	Instructional Aide l	$10.50/hr	6/26/2017
Huchel, Christopher James	HPEDA	Aquatic Specialist	$10.50/hr	7/5/2017
Hughes, Areal LeVine	Fine Arts	Community Outreach Worker	$10.50/hr	6/26/2017
Isaac, Eugene*	Counseling	Typist Clerk	$10.50/hr	7/3/2017
Joson,Joseph**	HPEDA	Continuing Ed. Specials/Recreation	$17.49/hr	6/26/2017
Judan, Samantha Rivero**	Community Education	Continuing Ed. Specialist l/ Kids College	$30.27/hr	6/21/2017
Kaveney, Heather	Library	Instructional Aide ll	$13.30/hr (1)	6/29/2017

Name	Unit	Classification	Rate	Cleared for Employment
Khong, Erin**	HPEDA	Aquatic Specialist	$10.50/hr	6/29/2017
Kim, Abigail	Success Center	Instructional Aide II	$13.30/hr (1)	6/28/2017
Kovach, Kaitlin	Fine Arts	Technical Director/Designer	$15.36/hr	6/29/2017
Larios, Elizabeth*	Financial Aid	Student Affairs Technician	$12.05/hr	6/29/2017
Lay, Phally	Academic Affairs	Secretary Clerk	$10.94/hr	6/29/2017
Leguizamon, Tatiana*	Career Services	Secretary Clerk	$10.94/hr	6/28/2017
Loaiza, Julissa	Adult Education	Secretary Clerk	$10.94/hr	7/5/2017
Luna, Lizzeth*	Financial Aid	Student Affairs Technician	$12.05/hr	6/29/2017
Magalong, Brandon**	HPEDA	Sports Specialist	$12.22/hr	6/14/2017
Martinez, Genesis L*	EPP	Instructional Aide I	$10.50/hr	6/14/2017
Martinez, Suleyma*	CalWORKs	Secretary Clerk	$10.94/hr	6/14/2017
Mendoza, Shannon**	HPEDA	Aquatic Specialist	$10.50/hr	6/14/2017
Mitchel, Roanna Deshonne	Business	Instructional Aide I	$10.50/hr	5/31/2017
Mitchell, Adam	Facilities	Gardener/Groundskeeper	$10.50/hr	6/19/2017
Mitchell, Adam	Technology	Instructional Aide II	$13.97/hr (2)	6/5/2017
Morales, Brianna*	Counseling	Intermediate Typist Clerk	$10.50/hr	5/30/2017
Morales, Margaret*	SEM	Special Populations Coordinator	$17.04/hr	7/5/2017
Moreno Jr, Jaime	Success Center	Instructional Aide II	$13.30/hr (1)	6/21/2017
Moreno, Christian*	CalWORKs	Secretary Clerk	$10.94/hr	6/14/2017
Munteanu, John	Success Center	Instructional Aide II	$13.30/hr (1)	6/14/2017
Myer, Glen**	HPEDA	Community Education Specialist	$30.27/hr	6/14/2017
Navarro, Melissa T*	Financial Aid	Division Clerk	$10.50/hr	6/14/2017
Nguyen, Duyen	Success Center	Instructional Aide II	$13.30/hr (1)	6/19/2017
Nieto, Jennifer Crystal*	Adult Education	Program Assistant II	$11.78/hr	7/5/2017
Noriega, Dezirae N*	CalWORKs	Division Clerk	$10.50/hr	6/27/2017
Ochoa, Alex*	Counseling	Intermediate Typist Clerk	$10.50/hr	5/30/2017
O'Neill, Cindy*	Child Development	CDC Substitute Teacher	$20.99/hr	5/30/2017
Palomares, Jose	HPEDA	Instructional Aide II	$13.30/hr (1)	6/5/2017
Paudel, Sumit*	EOPS	Instructional Aide II	$13.30/hr	5/30/2017
Pena, Breanna*	EOPS	Student Affairs Assistant	$14.32/hr	5/30/2017
Pesina, Juan	Business	Secretary	$11.78/hr	5/31/2017
Proffitt, Samantha Nicole*	Adult Education	Instructional Aide II	$13.30/hr	7/5/2017
Quinonez Garcia, Mariela*	Adult Education	Program Assistant II	$11.78/hr	7/5/2017
Ramirez, Annabel	Library	Program Assistant II	$11.78/hr	5/25/2017
Ramirez, Lucio*	Counseling	Intermediate Typist Clerk	$10.50/hr	5/30/2017

Name	Unit	Classification	Rate	Cleared for Employment
Reyes, Dolores	Student Activities	Student Activities Clerk	$10.50/hr	6/29/2017
Rivera, Adonnis	HPEDA	Aquatic Specialist	$10.50/hr	6/20/2017
Rivera, Alexis	Student Activities	Student Activities Clerk	$10.50/hr	6/29/2017
Rogue, Guadalupe*	Child Development	CDC Substitute Teacher	$20.99/hr	5/30/2017
Ruiz, Julian	Success Center	Instructional Aide II	$13.30/hr (1)	6/27/2017
Ruiz, Vicky*	Counseling	Intermediate Typist Clerk	$10.50/hr	5/30/2017
Schulz, Jeffrey A	Technology	Instructional Aide II	$13.30/hr (1)	5/24/2017
Semana, Sonia Jara*	Child Development	CDC Substitute Teacher	$20.99/hr	6/14/2017
Sera, Mary Theresa	Purchasing /Communications	PBX Operator/Receptionist	$10.50/hr	6/26/2017
Serrano De Lorenzo, Maria*	Child Development	CDC Substitute Teacher	$20.99/hr	6/29/2017
Sohail, Nadia*	Counseling	Intermediate Typist Clerk	$10.50/hr	5/30/2017
Suarez Garduno, Natali	Business	Instructional Aide I	$10.50/hr	6/27/2017
Tabayoyong, Janalee C	Success Center	Instructional Aide II	$13.30/hr (1)	6/21/2017
Than, Mardy*	CalWORKs	Secretary Clerk	$10.94/hr	6/13/2017
Thormodsen, Kurt R	Fine Arts	Technical Director/Designer	$15.36/hr	5/31/2017
Tiano, Anthony	Success Center	Instructional Aide II	$13.30/hr (1)	6/14/2017
Tingley, Tyler	Fine Arts	Technical Director/Designer	$15.36/hr	5/31/2017
Torrez, Erika*	CalWORKs	Division Clerk	$10.50/hr	5/31/2017
Tucker, Jazmine Serrano	Adult Education	Community Education Specialist	$30.27/hr	6/5/2017
Ude, John	Technology	Community Education Specialist	$30.27/hr	6/5/2017
Valcho, Amber Rose	Business	Instructional Aide I	$10.50/hr	5/31/2017
Valdez, Timothy R**	HPEDA	Sports Specialist	$12.22/hr	6/14/2017
Valenzuela Esparza, Jasiel	HPEDA	Aquatic Specialist	$10.50/hr	6/26/2017
Valenzuela, Juan Manuel	Fine Arts	Aide-General (Lab)	$10.50/hr	6/5/2017
Valle, Samuel	Business	Instructional Aide I	$10.50/hr	5/31/2017
Velasquez, Hillary*	Counseling	Intermediate Typist Clerk	$10.50/hr	5/30/2017
Velazquez Ramirez, Poala*	EOPS	Student Affairs Assistant	$14.32/hr	5/30/2017
Velazquez, Camerino	Technology	Instructional Aide II	$13.97/hr (2)	6/5/2017
Villasenor, Oneyra*	Counseling	Intermediate Typist Clerk	$10.50/hr	5/30/2017
Westdal, Carolyn**	HPEDA	Sports Specialist	$12.22/hr	6/16/2017
Zanabria, Dennis	Success Center	Instructional Aide II	$13.30/hr (1)	6/26/2017

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **July 19, 2017**

Agenda Item No. 46

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 2017-2018 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 2017-2018 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 2017-2018 Academic Year

FACULTY: TEMPORARY PART-TIME
2017-2018 ACADEMIC YEAR

I. ADULT EDUCATION & DIVERSITY PROGRAMS

Part-Time Instructors Name	Status*	Discipline	Salary Placement**	Rate
Barcena, Fabiola	RE	Occupational Prep; VESL	2BM	66.04
Bonakdar, Mehrdad	RE	Preparatory Mathematics	6BM	78.56
Cardona, Rudy	RE	Citizenship Preparation	6BD	81.30
Chavez de Vasquez	RE	GED (Spanish) Preparation	6BM	78.56
Correa, Rosario	RE	Occupational; GED Preparation	3AM	69.51
Edrosa, Ed	RE	Apprenticeship	2BM	66.04
Esquer, Joe	RE	Apprenticeship	6BB	75.89
Ford, Diane	RE	Preparatory Mathematics	6BM	78.56
Fragoso, Manuel	RE	Occupational Prep; VESL	3AB	67.16
Gereau, Servando	RE	Adult Education Manufacturing	1AB	60.43
Girgis, Renee	RE	Occupational Preparation	1BB	60.43
Iachetta, Carolyne	RE	GED Preparation	2AB	63.81
Jackson, Michael	RE	Older Wiser Learner	6BB	75.89
Jones, Anthony	RE	Apprenticeship	1BB	60.43
Khalil, Ragaa	RE	Occupational Prep (Arabic)	3AB	67.16
Layne, Jonathan	RE	Older Wiser Learner	2AB	63.81
Leguizamon-Tunnel, Claudia	RE	ESL	6BB	75.89
Levy, Elijah	RE	Older Wiser Learner	6BD	81.30
Lopez, Alejandro	RE	Occupational Preparation	6BB	75.89
Lozano, Jorge	RE	Occ Prep; ESL; OWL	6BB	75.89
Mansell, Bonnie	RE	Occ Prep; Older Wiser Learner	6BB	75.89
Maris-Gramajo, Edgar	RE	Occupational Preparation	1BB	60.43
Mondaca, Frances	RE	ESL	6BM	78.56
Morrison, Anna	RE	College English Skills	5AM	76.63
Nunez, Maria	RE	ESL	6BM	78.56
Nunez, Norberto	RE	ESL; Preparatory Math	6BB	75.89
O'Dell, Jeffrey	RE	Adult Education Manufacturing	5AB	74.05
Ortiz, Lorena	RE	Preparatory Mathematics	6BM	78.56
Pedroza, Art	RE	Apprenticeship	5AM	76.63
Perez Juarez, Marcela	RE	Vocational ESL; CBET	2AB	63.81
Ramos, Maria	RE	GED Prep; Vocational ESL	6BM	78.56
Reynolds, Cathy	RE	Older Wiser Learner	2BM	66.04
Rosales, Israel	RE	GED Prep; Preparatory Math	2AB	63.81
Samel, Chrysna	RE	Preparatory Mathematics	4AM	72.98
San Nicolas, Kathleen	RE	GED Preparation; ESL	6BB	75.89
Sanchez, Marisol	RE	ESL; College Test Strategies	6BB	75.89
Sanchez, Sandra	RE	ESL	6BM	78.56

* NH=New Hire, RE=Reemployed

Takeuchi, Kevin	RE	Preparatory Mathematics	6BM	78.56
Tucker, Jazmine	RE	ESL	6BM	78.56
Valdivia, Luis	RE	Apprenticeship	2BB	63.81
Van Herk, Tracy	RE	Older Wiser Learner	6BM	78.56

II. BUSINESS ED/HUMANITIES/SOCIAL SCIENCES

Part-Time Instructors

Name	Status*	Discipline	Salary Placement**	Rate
Acheson, Mike	RE	Business Administration	4BD	75.54
Acosta, Pauline	RE	Sociology	4BD	75.54
Akini, Pamela	RE	Business Administration	2BM	66.04
Ambriz, Larry	RE	Accounting/Finance	2BM	66.04
Anaya, Jose	RE	Business Administration	6BM	78.56
Baber, James	RE	Business Administration	6BM	78.56
Baudot, Leon	RE	Real Estate	2BM	66.04
Beas, Virginia	RE	Psychology	4BM	72.98
Berling, Kim	RE	Philosophy	3AD	71.94
Bird, William	RE	Real Estate	6BD	81.30
Bodmer, Ryan	RE	Administration of Justice	3BM	69.51
Brown, Kristina	RE	Sociology	2AM	66.04
Brown, Scott	RE	Business Administration	6BM	78.56
Brown, William	RE	Paralegal	6AD	81.30
Carranza, Jaime	RE	Real Estate	6BB	75.89
Celestine, Mellonie	RE	Business Administration	2BM	66.04
Chang, Jeffrey	RE	History	1BM	62.55
Chatman, Timothy	RE	Philosophy	2AM	66.04
Cherry, Martha	RE	Real Estate	1BB	60.43
Cho, Yoon-Sung (David)	RE	Philosophy	6BM	78.56
Cicino, Monte	RE	Real Estate	6BB	75.89
Ciraulo, John	RE	Business Administration	6BM	78.56
Ciraulo, Tamara	RE	Business Administration	2BM	66.04
Clansy, Andre	RE	Administration of Justice	1BM	62.55
Coca, Larry	RE	Accounting/Finance	2BM	66.04
Collins, John	RE	Administration of Justice	6BM	78.56
Connelly, Gary	RE	Business Administration	3BM	69.51
Cooper, Johnny	RE	Paralegal; Bus. Comp. Off. Tec.	6BM	78.56
Costello, Chad	RE	Interdisciplinary Studies	6BM	78.56
Davis, Patricia	RE	Accounting/Finance	6BB	75.89
Davis, Richard	RE	Business Comp. Office Tech.	6BM	78.56
Davis, Rodney	RE	Accounting/Finance	6BB	75.89
De Los Rios, Katya	RE	Economics	6BM	78.56
Deering, Mark	RE	Philosophy	5BM	76.63
Der Mesropian, Emma	RE	Sociology	6BM	78.56

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Diaz, Corina	RE	Sociology	3BM	69.51
Dokter, Derek	RE	Business Administration	2BM	66.04
Elam, Christine	RE	Business Administration	6BM	78.56
Elarcosa, Jose	RE	Business Administration	5AM	76.63
Elbiali, Abdel	RE	Economics	6AD	81.30
Eliassen, Andrea	RE	Accounting/Finance	2BM	66.04
Fantroy, Sharon	RE	Business Administration	6BM	78.56
Ferguson, Melissa	RE	Psychology	6BD	81.30
Filer, Anthony	RE	Paralegal	6BD	81.30
Flores, Dia	RE	Anthropology	2BM	66.04
Fonti, Allison	RE	Education	5AM	76.63
Frazier, Jessica	NH	Real Estate	1AM	62.55
Fulgham, Roietta	RE	Business Administration	1BM	62.56
Gaffaney, Gialisa	RE	Political Science	6BD	81.30
Gaffaney, Todd	RE	Psychology	6BM	81.30
Gao, Rihao	RE	Political Science	2BM	66.04
Garcia, Arturo	RE	Psychology	3AM	69.51
Garcia, Santiago	RE	Anthropology	6AM	78.56
Garza, Javier	RE	Business Administration	6BM	78.56
Ghidella, Richard	RE	Business Administration	6BM	78.56
Grady, John	RE	Business Administration	6BM	78.56
Gray, Gary	RE	Business Administration	4AM	72.98
Hall, David	RE	History	6BM	78.56
Hawkins, Michael	RE	History	6BD	81.30
Heeren, Jeffrey	RE	History	6BM	78.56
Henshaw, Ty	RE	Administration of Justice	4BM	72.98
Hernandez-Magallon, Karla	RE	Sociology	2AM	66.04
Hill, Carmen	RE	Real Estate	6BM	78.56
Hittesdorf, Ben	RE	Administration of Justice	1BM	62.55
Hupp, Scott	RE	Real Estate	6BB	75.89
Jasso, Aaron	RE	Psychology	2AD	68.35
Jo, Jeannie	RE	Business Administration	4BM	72.98
Keats, Lauren	RE	Psychology	1BD	64.74
Keenan, Diane	RE	Economics	6BM	78.56
Kelly, David	RE	Political Science	3AM	69.51
Keshishyan, Petros	RE	Business Administration	6BM	78.56
Kiling, Kenneth	RE	Accounting/Finance	6BM	78.56
Kim, Rick	RE	Paralegal	6BD	81.30
Kroll, Stephen	RE	Accounting/Finance	6BM	78.56
Lantz, Karen	RE	Business Comp. Office Tech.	6BM	78.56
Larson, Mary Ann	RE	Psychology	6BD	81.30
Le Coz, Rosemarie	RE	Accounting/Finance	3AM	69.51
Ledezma, Erica	RE	Psychology	2BM	66.04
Lee, Samuel	RE	Economics	2AM	66.04

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Little, Lisa	RE	Anthropology	6AM	78.56
Livingston, Barbara	RE	Business Administration	6BM	78.56
Lopez, Luis	RE	Business Comp. Office Tech.	5AB	74.05
Maldonado, Christian	RE	Psychology	6BM	78.56
Maline, Rama	RE	Paralegal	6BD	81.30
Martins, Melanie	RE	Psychology	2AM	66.04
Mendoza, Marisela	RE	Sociology	2AM	66.04
Mirza, Adam	RE	Accounting/Finance	3AD	71.94
Mitchell, Tonya	RE	Accounting/Finance	2BM	66.04
Moshiri, Farrokh	RE	Political Science	2BM	66.04
Mosley, Yolanda	RE	Political Science	5AM	76.63
Munoz, Davene	RE	Business Administration	2BM	66.04
Nath, Janie	RE	Psychology	6BM	78.56
Neuse, James	RE	Psychology	3AD	71.94
Orlovska, Kseniya	RE	Psychology	1BD	64.74
Paquette, Ronald	RE	Business Administration	6AM	78.56
Pereira, Joao Paulo	RE	Philosophy	5AM	76.63
Poole, Heather	RE	Paralegal	1BD	64.74
Pozos-Flores, Hilda	RE	Psychology	2AM	66.04
Ramdass, Jeffrey	RE	Psychology	1BM	62.55
Ramirez, Adriana	RE	History	6BM	78.56
Read, Robert	RE	History	3BM	69.51
Rehfeld, Andrew	RE	Philosophy	2BM	66.04
Reizner, Bernard	RE	Accounting/Finance	6BM	78.56
Rendon, William	RE	Political Science	5AM	76.63
Rodriguez, Catherine	RE	Educational Technology	6BM	78.56
Sandoval, Carlos	RE	Psychology	6BM	78.56
Sauber, David	RE	Paralegal	6AD	81.30
Saxon, Joseph	RE	Economics	2AM	66.04
Shopfner, Joyce	RE	Business Comp. Office Tech.	6BB	75.89
Singim, Patricia	RE	Psychology	5BM	76.63
Sliff, Robert	RE	Philosophy	6BM	78.56
Smart, Bobbi-Lee	RE	Sociology	3BM	69.51
Smith (Schmidt), Stacey	RE	Economics	6AM	78.56
Smith, James	RE	Administration of Justice	3BD	71.94
Smith, Justin	RE	History	3BM	69.51
Spooner, Gregory	RE	Philosophy	6BM	78.56
Stapp, Leslie	RE	Philosophy	6BD	81.30
Stevenson, Kevin	RE	Business Administration	6BM	78.56
Sutherland, Corine	RE	Philosophy	6BM	78.56
Swendson, Paul	RE	History	6BM	78.56
Tchulluian, Laura	RE	Paralegal	2AD	68.35
Tehernia, Farshid	RE	Economics	6BM	78.56
Terrell, Bud	RE	Accounting/Finance	2AM	66.04

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Titel, Marc	RE	Business Administration	6BM	78.56
Trieu, Tim Nam	RE	Business Administration	5AM	76.63
Tsuhako, Joy	RE	Sociology	5BM	76.63
Van Dine, Barbara	RE	Business Administration	6AM	78.56
Vecchio, Daniel	RE	Philosophy	1BD	64.74
Vincent, Matthew	RE	Psychology	4BM	72.98
Walquist, Brian	RE	Administration of Justice	5AM	76.63
Waszak, Leon	RE	History	6BD	81.30
Williams-Manser, Danylle	RE	Political Science	3AM	69.51
Wilson, Demtrius	RE	Business Administration	5AM	76.63
Wolfe, John	RE	Administration of Justice	1BM	62.55
Wyszpolski, Jon	RE	Business Comp. Office Tech.	6BM	78.56
Yilan, Lui (Heidi)	RE	Economics	2AM	66.04
Ysais, Michelle	RE	Sociology	6BD	81.30

IV. HEALTH OCCUPATIONS

Part-Time Instructors

Name	Status*	Discipline	Salary Placement**	Rate
Aiton, Amanda	RE	Culinary Arts	6BM	78.56
Alcala, Sharol	RE	Nursing	6BB	75.89
Arbizzi, Daniela	RE	Child Development	1BM	62.55
Artates, Evangeline	RE	Medical Assisting	4BM	72.98
Banh, Linh Gia (Michelle)	RE	Child Development	3BM	69.51
Beckerleg, Nicole	RE	Nursing	6BB	75.89
Benson, Marie	RE	Dental Hygiene	5AM	76.63
Black, Kathleen	RE	Child Development	3BM	69.51
Brabender, Marcelene	RE	Dental Hygiene	6BM	78.56
Buchheit, Amanda	RE	Speech Lang. Pathology Asst.	1BM	62.55
Bucho, Patricia	RE	Medical Assisting	4BB	70.52
Cho, David	RE	Speech Lang. Pathology Asst.	1BM	62.55
Cochran, Melody	RE	Nursing	4BM	72.98
Contreras, Anne	RE	Dental Assisting	1BM	62.55
Coursey, Nancy	RE	Physical Therapist Assistant	6BB	75.89
Damaso, Stacy	RE	Culinary Arts	6BB	75.89
de Haas, Nancy	RE	Physical Therapist Assistant	1BD	64.74
Delgadillo, Martha	RE	Nursing	3AM	69.51
Dipietro-Fife, DiAnn	RE	Dental Hygiene	6BB	75.89
Felix, Debbie	RE	Nursing	3BM	69.51
Garrison, Charlotte	RE	Nursing	6BB	75.89
Gemmill, Orfilda	RE	Nursing	3AM	69.51
Hurtado, Teresa	RE	Dental Assisting	3BB	67.16
Jefferson, Sharrica	RE	Nursing	2AM	66.04
Kane, Raenie	RE	Medical Assisting	1BM	62.55

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Layne, Jean	RE	Child Development	6BB	75.89
Marini, Roberto	RE	Nursing	2AM	66.04
Medina, Ceci	RE	Child Development	6BM	78.56
Montez-Ochoa, Virginia	RE	Nursing	5AD	79.32
Myers, Kathleen	RE	Child Development	2BM	66.04
Nguyen, Ann	RE	Dental Hygiene	6BM	78.56
Nicolas, Edlyne	RE	Culinary Arts	3AM	69.51
Ninomaya, Kathlyn	RE	Dental Hygiene	6BB	75.89
O'Neil, Cindy	RE	Child Development	1BM	62.55
Ortega, Monica	RE	Nursing	2AM	66.04
Pritchard, Catherine	RE	Nursing	1BB	60.43
Pullman, Stephanie	RE	Child Development	1BM	62.55
Ramirez, Michelle	RE	Child Development	2BM	66.04
Roberts, Rene	RE	Child Development	6BM	78.56
Rogers, Pamela	RE	Child Development	1BM	62.55
Rozak, Tennille	RE	Dental Hygiene	1BD	64.74
Rubottom, Jenese	RE	Nursing	6BM	78.56
Sandoval, Yolanda	RE	Child Development	3BM	69.51
Saucedo, Marisol	RE	Dental Assisting	6BB	75.89
Schmidt, Clifford	RE	Medical Assisting	6BB	75.89
Segovia, Erika	RE	Dental Hygiene	1BB	60.43
Segovia, Erika	RE	Dental Assisting	1BB	60.43
Silva, May	RE	Child Development	6BM	78.56
Smith, Deena	RE	Medical Assisting	1AM	62.55
Smith, Shawna	RE	Nursing	6BB	75.89
Tawadros, Yousif	RE	Medical Assisting	1BB	60.43
Varghese, Ninu	RE	Nursing	4AM	72.98
Velasquez, Angelica	RE	Nursing	5AB	74.05
Wilson, Donna	RE	Nursing	6BB	75.89
Wu, Suyen	RE	Nursing	4AD	75.54
Yu, Jessica	RE	Culinary Arts	3AM	69.51

VI. PHYSICAL EDUCATION

Part-Time Instructors

Name	Status*	Discipline	Salary Placement**	Rate
Boatner, Rose	RE	Coaching	1AB	60.43
Cadwallader, Daniel	RE	Coaching	1AB	60.43
Choi, Gene	RE	Coaching	1AB	60.43
Fischer, Jeffrey	RE	Physical Education	5AM	76.63
Gould, Eric	RE	Physical Education	6BM	78.56
Montera, Frank	RE	Physical Education	6BM	78.56
Ortiz, Tito	RE	Physical Education	6BM	78.56
Pacheco, Jose	RE	Coaching	1AB	60.43

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Prindle, Donna	RE	Physical Education	6BM	78.56
Thomas, Joshua	RE	Physical Education	4AM	72.98

VII. SCIENCE, ENGINEERING AND MATHEMATICS

Part-Time Instructors			Salary	
Name	**Status***	**Discipline**	**Placement****	**Rate**
Afrasiabi, Javid	RE	Physics	1BD	64.74
Aguiniga-Campos, Javier	RE	Mathematics	2BM	66.04
Alshawa, Ahmad	RE	Chemistry	2AD	68.35
Alvavian, Masoud	RE	Computer Information Systems	6BM	78.56
Barajas, Daniela	RE	Earth Science	3BM	69.51
Bateman, Michael	RE	Mathematics	6BM	78.56
Bell, Priscilla	RE	Chemistry	6BD	81.30
Berekian, Beverly	RE	Earth Science	3BM	69.51
Bonakdar, Mehrdad	RE	Mathematics	6BM	78.56
Buschauer, Robert	RE	Physics	6BM	78.56
Cheung, Kwun (Michael)	RE	Physics	3BM	69.51
Christov, Romy	RE	Earth Science	4BM	72.98
Chung, Phoebe	RE	Mathematics	6BM	78.56
Cocca, Stephanie	RE	Biological Sciences	4AM	72.98
Cook, Shaun	RE	Chemistry	2AM	66.04
Cottrell, Wayne	RE	Physics	2BD	68.35
Dahl, Michael	RE	Chemistry	3AM	69.51
Daigle, Maurice	RE	Mathematics	6BM	78.56
Davis, Richard	RE	Computer Information Systems	6BM	78.56
Dukhovny, Olga	RE	Chemistry	6BM	78.56
El-Abyad, Abdelwahab	RE	Mathematics	6BD	81.30
Flores, Wilfredo	RE	Mathematics	6BM	78.56
Ford, Bradley	RE	Computer Information Systems	6BM	78.56
Ford, Diane	RE	Mathematics	6BM	78.56
Gillotte, Christopher	RE	Mathematics	3BM	69.51
Godwin, Susan	RE	Mathematics	6BM	78.56
Harris, Linda	RE	Mathematics	6BM	78.56
Ho, Thach	RE	Chemistry	6BM	78.56
Hohly, Margaret	RE	Computer Information Systems	6BM	78.56
Hovelson, Chad	RE	Chemistry	3BM	69.51
Huang, Fuze (Mike)	RE	Mathematics	6BD	81.30
Hugenberger, Scott	RE	Physics	6BD	81.30
Hultman, Jason	RE	Mathematics	2AM	66.04
Huynh, Hubert	RE	Computer Sciences	2AM	66.04
Igolnikov, Mark	RE	Mathematics	6BM	78.56
James, Jolene	RE	Computer Sciences	4BM	72.98
Johnpeer, Gary	RE	Earth Science	6BM	78.56

* NH=New Hire, RE=Reemployed

Johnson, John	RE	Earth Science	6BM	78.56
Johnson, Wayne	RE	Biological Sciences	6BM	78.56
Kennedy, Wentsworth	RE	Biological Sciences	3AD	71.94
Konefsky, Bob	RE	Computer Information Systems	1BM	62.55
Kuo, Fuo	RE	Biological Sciences	2BD	68.35
Lai, Karen	RE	Mathematics	3AM	69.51
Laredo, Nora	RE	Computer Information Systems	6BB	75.89
Majewski, Adam	RE	Biological Sciences	3AM	69.51
Maravilla, Eugenia	RE	Chemistry	2AM	66.04
Martinez, Ivann	RE	Chemistry	2BD	68.35
Mastro, Edwin	RE	Biological Sciences	6BM	78.56
Mathur, Raghu	RE	Chemistry	2AM	66.04
McElroy, Douglas	RE	Physics	4BD	75.54
McNulty, Susan	RE	Biological Sciences	5AD	79.32
Montegary, Matthew	RE	Mathematics	2AM	66.04
Morales, Gilbert	RE	Biological Sciences	6BM	78.56
Nance, Wesley	RE	Computer Information Systems	6BM	78.56
Nauli, Sehat	RE	Chemistry	1BM	62.55
Ngo, Hai	RE	Mathematics	5AM	76.63
Nguimdjou, Emmanuel	RE	Mathematics	6BM	78.56
Nguyen, Minhthong	RE	Computer Sciences	1BM	62.55
Ninh, Joseph	RE	Mathematics	6BM	78.56
Niu, Kun (Emma)	RE	Mathematics	2BM	66.04
Nova, Leopoldo	RE	Computer Information Systems	2AM	66.04
Okbamichael, Mussie	RE	Earth Science	6BD	81.30
Ortiz, Lorena	RE	Mathematics	6BM	78.56
Pallwitz, Karla	RE	Mathematics	6BM	78.56
Palmier, Christine	RE	Biological Sciences	6BD	81.30
Pham, Ann	RE	Mathematics	6BM	78.56
Pham, Henry	RE	Mathematics	6BM	78.56
Pham, Mai-Anh	RE	Mathematics	6BM	78.56
Rath, Carolyn	RE	Earth Science	5AM	76.63
Reyes, Jesus	RE	Biological Sciences	2AM	66.04
Riasti, Mohamadreza	RE	Mathematics	2AM	66.04
Roque, Tatiana	RE	Mathematics	6BM	78.56
Sarvi, Kayvon	RE	Mathematics	3BM	69.51
Shimazu, Matthew	RE	Chemistry	3AM	69.51
Souki, Stuart	RE	Biological Sciences	2AD	68.35
Surfas, Lesley	RE	Earth Science	6BM	78.56
Takahashi, Gloria	RE	Biological Sciences	6BM	78.56
Takamae, Seiji	RE	Physics	1BM	62.55
Takeuchi, Kevin	RE	Mathematics	6BM	78.56
Tamminga, Scott	RE	Biological Sciences	6BM	78.56
Taylor, Thomas	RE	Biological Sciences	6BM	78.56

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Tran, Henry	RE	Computer Information Systems	5AM	76.63
Tran, Le	RE	Mathematics	6BM	78.56
Tran, Thien	RE	Mathematics	3AM	69.51
Valentine, Marie	RE	Mathematics	3AM	69.51
Whitney, Donald	RE	Computer Science and CIS	6BB	75.89
Woolever, James	RE	Computer Information Systems	6BM	78.56
Yi, Paul	RE	Mathematics	4BM	72.98
Yu, Andy	RE	Mathematics	3AM	69.51

IX. STUDENT SERVICES - COUNSELING

Part-Time Instructors

Name	Status*	Discipline	Salary Placement**	Rate
Alcala, Claudia	RE	CalWORKs Counseling	4CM	55.84
Algaze, Susan	RE	DSPS Counseling	4DM	55.84
Alvarado, Joanna	RE	CalWORKs Counseling	2DM	52.13
Anang, Yuhaniz	RE	Counseling	4DM	55.84
Beckham, Meri	RE	Counseling	4DD	57.80
Blod, Lisa	RE	CalWORKs Counseling	4CM	55.84
Boudreau, Debbie	RE	Counseling	4DM	55.84
Casillas, Veronica	RE	Financial Aid Counseling	4CM	55.84
Chaney, Marcia	RE	Financial Aid Counseling	4DM	55.84
Cutkomp, Jeffrey	RE	Counseling	2CM	52.13
Embry, Bernice	RE	Financial Aid & Counseling	2CM	52.13
Franco, Ramon	RE	Counseling	2CM	52.13
Fujii, Allison	RE	Career Services Counseling	4CM	55.84
Gaines, Kenneth	RE	Counseling	4DM	55.84
Gambala, Mark	RE	Counseling	2DM	52.13
Lehmeier, Marisa	RE	CalWORKs Counseling	4DM	55.84
Loera, Claudia	RE	Counseling	4DM	55.84
Macias, Dora	RE	International Students Counselin	4DM	55.84
Majano, Natasha	RE	Financial Aid & Counseling	2CM	52.13
Maravilla, Carmen	RE	Financial Aid Counseling	2CM	52.13
Miranda, Rousana	RE	Financial Aid Counseling	4DM	55.84
Ochoa, Lorena	RE	Counseling	4DM	55.84
Penn, Tenia	RE	Financial Aid Counseling	2CM	52.13
Pizer, Janis	RE	CalWORKs Counseling	4DM	55.84
Ramirez, Diana	RE	Financial Aid & Counseling	2CM	52.13
Ramirez, Yesenia	RE	CalWORKs Counseling	1DM	50.37
Rosas, Carlos	RE	CalWORKs Counseling	2CM	52.13
Segura, Aurora	RE	DSPS Counseling	4DM	55.84
Toumajian, Mary Kay	RE	Counseling	4DM	55.84
Yang, Jack	RE	International Students Counselin	2DM	52.13

* NH=New Hire, RE=Reemployed

X. LIBRARY/LEARNING RESOURCE CENTER/SUCCESS CENTER

Part-Time Instructors

Name	Status*	Discipline	Salary Placement**	Rate
Carrillo, Marco	RE	Librarian	3CM	53.95
Daugherty, Heather	RE	Library Instructor	3AM	69.51
Daugherty, Heather	RE	Librarian	3CM	53.95
Fonseca, Lorena	RE	Success Center Math Instructor	1BM	62.55
Guter, Bruce	RE	Librarian	3CM	53.95
Mitchell, Valencia	RE	Librarian	4DM	55.84
Mitchell, Valencia	RE	Library Instructor	6BM	78.56
Owen, Margaret	RE	Librarian	4DM	55.84
Russell, Bruce	RE	Librarian	4DM	55.84
Sampson, Lynda	RE	Librarian	4DM	55.84
Schenk, Lauren	RE	Librarian	4DM	55.84
Taibjee, Suken	RE	Library Instructor	2AM	66.04
Taibjee, Suken	RE	Librarian	3CM	53.95
Vogel, Karen	RE	Librarian	4DM	55.84
Wallace, Mara	RE	Librarian	4DM	55.84

* NH=New Hire, RE=Reemployed

***** *NH=New Hire, RE=Reemployed*

****** *Instructors:*

1AB=1st Semester-Bachelors, 1AM=1st Semester-Masters, 1AD=1st Semester-Doctorate
1BB=2nd Semester-Bacherlors, 1BM=2nd Semester-Masters, 1BD=2nd Semester-Doctorate
2AB=3rd Semester-Bachelors, 2AM=3rd Semester-Masters, 2AD=3rd Semester-Doctorate
2BB=4th Semester-Bachelors, 2BM=4th Semester-Masters, 2BD=4th SemesterDoctorate
3AB=5th Semester-Bachelors, 3AM=5th Semester-Masters, 3AD=5th Semester-Doctorate
3BB=6th Semester-Bachelors, 3BM=6th Semester-Masters, 3BD=6th Semester-Doctorate
4AB=7th Semester-Bachelors, 4AM=7th Semester-Masters, 4AD=7th Semester-Doctorate
4BB=8th Semester-Bachelors, 4BM=8th Semester-Masters, 4BD=8th Semester-Doctorate
5AB=9th Semester-Bachelors, 5AM=9th Semester-Masters, 5AD=9th Semester-Doctorate
5BB=10th Semester-Bachelors, 5BM=10th Semester-Masters, 5BD=10th Semester-Doctorate
6AB=11th Semester-Bachelors, 6AM=1th Semester-Masters, 6AD=11th Semester-Doctorate
6BB=>12 Semesters-Bachelors, 6BM=>12 Semesters-Masters, 6BD=>12 Semesters-Doctorate

Counselors and Librarians:

1CM=1st Semester-Masters, 1CD=1st Semester-Doctorate
1DM=2nd Semester-Masters, 1DD=2nd Semester-Doctorate
2CM=3rd Semester-Masters, 2CD=3rd Semester-Doctorate
2DM=4th Semester-Masters, 2DD=4th Semester-Doctorate
3CM=5th Semester-Masters, 3CD=5th Semester-Doctorate
3DM=6th Semester-Masters, 3DD=6th Semester-Doctorate
4CM=7th Semester-Masters, 4CD=7th Semester-Doctorate
4DM=>8 Semesters-Masters, 4DD=>8 Semesters-Doctorate

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **July 19, 2017**

Agenda Item No. 47

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 2017 Summer Session Faculty Personnel

ACTION

It is recommended that the Board of Trustees approve the employment of temporary and/or substitute hourly faculty personnel as needed for the 2017 Summer Session, 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 Summer Session Faculty Personnel is submitted for approval of employment.

The Office of Human Resources has received and completed the processing of employment request forms for the employment of temporary and/or substitute hourly faculty personnel as indicated on the attached list.

All requirements for employment processing have been completed and the Office of Human Resources cleared the individuals for employment.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

Employment of Faculty, 2017 Summer Session.

FACULTY: TEMPORARY PART-TIME
2017 SUMMER SESSION

I. ADULT EDUCATION & DIVERSITY PROGRAMS

Part-Time Instructors			Salary	
Name	**Status***	**Discipline**	**Placement****	**Rate**
Cruz, Shanon	RE	Adult Education	2AM	66.04
Gereau, Servando	NH	Adul Education Manufacturing	1AB	60.43
Layne, Jonathan	RE	Adult Education	6AM	78.56
Maris-Gramajo,Edgar L	RE	Adult Education	1AB	75.89

II. BUSINESS ED/HUMANITIES/SOCIAL SCIENCES

Part-Time Instructors			Salary	
Name	**Status***	**Discipline**	**Placement****	**Rate**
Ciraulo, John	RE	Business Administration	6AM	78.56
Ferguson, Melissa	RE	Psychology	6BD	81.30
Grady, John	RE	Business Administration	6BM	78.56
Gray, Gary	RE	Business Administration	3AM	69.51
Jasso, Aaron	RE	Psychology	1AM	62.55
Neuse, James	RE	Psychology	2AD	68.35
Paquette, Ronald	RE	Business Administration	5AM	76.63
Rendon, William	RE	Political Science	4AM	72.98
Saxton, Joseph	RE	Economics	1AM	62.55
Williams-Manser, Danylle	RE	Political Science	2AM	66.04
Wilson, Demitrius	RE	Business Administration	4AM	72.98
Yanez, Norma	RE	Accounting/Finance	2AM	66.04

III. FINE ARTS/COMMUNICATION

Part-Time Instructors			Salary	
Name	**Status***	**Discipline**	**Placement****	**Rate**
Crone, Cameron	RE	Photography	4AM	72.98
Edquist, Alicia	RE	Journalism	3AM	69.51
Piotrowski, Casey	RE	Theatre Arts	6BB	75.89

IV. HEALTH OCCUPATIONS

Part-Time Instructors			Salary	
Name	**Status***	**Discipline**	**Placement****	**Rate**
Aiton, Amanda	RE	Journalism	3AM	69.51
Artates, Evangeline	RE	Medical Assisting	4AM	76.63
Mendoza, Jesus	RE	Pharmacy Technology	1AB	60.43

* NH=New Hire, RE=Reemployed

Trivedi, Monica	NH	Pharmacy Technology	1AD	64.74

V. LIBERAL ARTS

Part-Time Instructors

Name	Status*	Discipline	Salary Placement**	Rate
Garcia, John	RE	English	4AM	72.98
Graham, Ashley	RE	Speech	1AM	62.55
Journeay, Jessica	RE	Speech	1AM	62.55
Navarro, Adam	RE	Speech	1AM	62.55
Rouhi, Sameneh	RE	ESL	2AM	66.04
Salgado, Martin	RE	English	1AB	60.43
Salim, Faryha	RE	Speech	5AM	76.63

VI. TECHNOLOGY

Part-Time Instructors

Name	Status*	Discipline	Salary Placement**	Rate
Chiros, Scarlett	RE	Cosmetology	3AM	69.51
Corzo, Hemberlin Rolando	RE	Automotive Collision Repair	2AM	66.04
Long, Judith	RE	Cosmetology	6AB	75.89
Nguyen, Trinity	RE	Cosmetology	4AB	70.52
Smith, Lynda	RE	Cosmetology	6AB	75.89
Smith, Rochelle	RE	Cosmetology	5AB	74.05
Tomaselli, Nancy	RE	Cosmetology	6BB	75.89

VII. STUDENT SERVICES - COUNSELING

Part-Time Instructors

Name	Status*	Discipline	Salary Placement**	Rate
Anang, Yuhaniz	RE	Counseling Instructor	1AM	62.55
Bobadilla, Lizett	RE	EOPS Counselor	1CM	50.37
Brooks, Kerry Steve	RE	EOPS Counselor	3CM	53.95
Casillas, Veronica	RE	EOPS Counselor	3CM	53.95
Chew, Harvey	NH	Counselor	1AM	62.55
Embry, Bernice	RE	Counseling Instructor	1AM	62.44
Maravilla, Carmen	RE	EOPS Counselor	1CM	50.37
Penn, Tenia	RE	EOPS Counselor	1CM	50.37
Ramirez, Diana	RE	Counseling Instructor	1AM	62.55

* NH=New Hire, RE=Reemployed

VII. LIBRARY/LEARNING RESOURCE CENTER/SUCCESS CENTER

Part-Time Instructors

Name	Status*	Discipline	Salary Placement**	Rate
Fischer, Anna	RE	Success Center Language	6BM	78.56

***** *NH=New Hire, RE=Reemployed*

****** *Instructors:*

1AB=1st Semester-Bachelors, 1AM=1st Semester-Masters, 1AD=1st Semester-Doctorate
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Counselors and Librarians:

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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: **July 19, 2017**

Agenda Item No. 50

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

	Name	Unit	Classification	Effective Date
1)	Bowman, Taylor	Public Affairs	Web Administrator	7/8/2017
2)	Clauss, Daniel	Physical Education	Athletic Director/Physical Education Instructor	6/23/2017
3)	Hunt, Joe	Facilities	Groundskeeper	8/1/2017
4)	Villalobos, Michael	Facilities	Maintenance Mechanic	9/19/2017

Presented to the Board of Trustees: July 19, 2017

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **July 19, 2017**

Agenda Item No. 51

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

SUBJECT: Consideration to Extend Temporary Management "Out-of-Classification" Assignment

ACTION

It is recommended that the Board of Trustees extend a temporary "out-of-classification" assignment for Dr. Gary Pritchard, Instructional Dean, Fine Arts & Communications to perform additional responsibilities effective July 1, 2017, for a period not to exceed June 30, 2018.

FISCAL IMPACT

No fiscal impact. The Dean of Academic Affairs position is vacant.

REPORT SUMMARY

The Dean of Academic Affairs position has been vacant since Mr. Miranda became the Vice President. Mr. Miranda's duties and responsibilities have doubled and there is not sufficient time in a day to performed two positions effectively. Dr. Pritchard has been performing the duties of Dean of Academic Affairs since October 1, 2016.

During the temporary "out-of-class" assignment, Dr. Pritchard will receive a temporary upward salary placement adjustment of two Grades. Dr. Pritchard will move from Grade 42, Step 6 ($14,098) to Grade 44, Step 6 ($15,044). This "out-of-class" assignment is done in accordance to Administrative Procedure 7233. It is recommended that the Board of Trustees extend this temporary "out-of-classification" assignment for Dr. Gary Pritchard.

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: July 19, 2017
Agenda Item No. 52

FROM:

Dr. Jose Fierro
President/Superintendent

PREPARED BY:

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

SUBJECT: Information Item: Facilities Use Agreement between Cerritos College and Norwalk La Mirada Unified School District

ACTION
This item is presented for informational purposes only.

FISCAL IMPACT
The cost to Cerritos College is $1.00 per year. The funds will come from the General Fund.

REPORT SUMMARY
This fall, Cerritos College will be expanding its services further into the community. The college will offer English and math courses to residents across the Eastern portion of the District at the La Mirada Adult School located at 15920 Barbata Road, La Mirada, CA 90638. We are hopeful that by offering classes in the La Mirada location that we can help increase FTE and drive more direct engagement with our neighbors.

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

ATTACHMENT(S)
Norwalk La Mirada Unified School District Facilities Use Agreement
La Mirada Adult School Site Map

Cerritos College

FACILITY USE AGREEMENT

BETWEEN

CERRITOS COMMUNITY COLLEGE DISTRICT

AND

NORWALK LA MIRADA UNIFIED SCHOOL DISTRICT

Contract No. 16C0201

This Facility Use Agreement (the "Agreement") is made and entered on **June 8, 2017**, by and between **Cerritos Community College District** ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk CA 90650-6203, and **Norwalk La Mirada Unified School District** ("NLMUSD"), a public school district organized under the laws of the State of California with its principal place of business at 12820 Pioneer Boulevard, Norwalk, CA 90650. District and NLMUSD are sometimes individually referred to as "Party" and collectively as "Parties".

WITNESSETH

WHEREAS, District desires to use a NLMUSD facility ("Building") located at the **Norwalk La Mirada Adult School**; with a mailing address of 15920 Barbata Road, La Mirada, CA 90630 to offer higher education courses; and

WHEREAS, District and NLMUSD are committed to collaboratively deliver educational programming and support services to support student educational experiences; and

WHEREAS, the Parties wish to enter into an arrangement under the terms of this Agreement.

NOW, THEREFORE, in consideration of the promises and covenants contained herein, and for other valuable consideration (the receipt and sufficiency of which are hereby acknowledged) District and NLMUSD agree to the following terms and conditions;

Article 1. Term

1.1 The term of this Agreement (the "Term") will commence upon **July 1, 2017**. The Term shall terminate and District's interest hereunder shall be forfeited on the earliest of the following dates:

a) The date the Term ends on **June 30, 2022**, unless sooner terminated as provided herein.

b) The date of any Default (as defined in Article 17).

Article 2. Permitted Use

2.1 District will be permitted to use allocated space in the Building at NLMUSD as shown in Attachment A (the "Assigned Premises") and Common Areas of the Norwalk La Mirada Adult School campus, as defined in Article 3, below. For the purpose of maintaining normal operations of higher educational activities, District will be allowed access to the Assigned Premises seven (7) days a week and twenty four (24) hours a day. Only District and District agents and employees shall occupy the

Assigned Premises. The Assigned Premises shall also include parking spaces in the campus parking lot.

2.2 In addition to the Assigned Premises, employees of District may be allowed access to classrooms, instructional laboratories, library, learning resources, parking and general circulation space under the same rules and regulations afforded to employees of NLMUSD, provided, however, that District shall request such proposed use in advance.

2.3 District shall occupy and use the Assigned Premises and any other designated NLMUSD facilities for the purpose of supporting its activities and promoting the educational courses and programs offered by District.

2.4 Not Used.

2.5 All uses of the Assigned Premises, other rooms in the Building and any other NLMUSD facilities by District shall be scheduled using the NLMUSD facility scheduling processes, as applicable.

Article 3. Common Areas and Connectivity

3.1 "Common Areas" shall mean the areas of Norwalk La Mirada Adult School campus property periodically designated by NLMUSD, in its sole discretion, as common areas and include, but are not limited to, the following areas: designated parking areas; driveways; service courts; access and egress roads; sidewalks; open and enclosed courts; landscaped and planted areas; emergency corridors; meeting areas; public restrooms; general circulation space; the telecommunications; data and audio-visual wiring of the networks at NLMUSD; as accessible to students.

3.2 NLMUSD shall be responsible for operating, managing, equipping, lighting, heating, cooling, repairing and maintaining Common Areas and the Assigned Premises in such manner as NLMUSD, in its sole discretion periodically shall determine; and shall pay all costs and expenses associated with such operating, managing, equipping, lighting, heating, cooling, repairing and maintaining of the Common Areas.

Article 4. Services Not Provided

4.1 Except for the services set forth in Articles 2 and 3, NLMUSD shall provide no other services to District. Notwithstanding the foregoing, in order to enhance the delivery of instruction or to improve effectiveness of operations, NLMUSD may provide to District additional services at a cost determined by prior mutual written agreement. Additional services may include, but are not limited to, acquisition and installation of equipment, remote access to computer networks, services of computer hardware and the use of other spaces owned or operated by NLMUSD.

4.2 The Parties will negotiate the type and cost of such services under a separate agreement.

4.3 Unless previously agreed to in writing by the Parties, District shall be responsible for acquiring and maintaining its own equipment, staff and supplies for the Assigned Premises. District will control content of monitors purchased by District for the Building.

Article 5. Rules and Regulations

5.1 NLMUSD reserves the right periodically to adopt and promulgate reasonable and necessary rules and regulations applicable to the uses of property owned by NLMUSD and to amend and supplement such rules and regulations as NLMUSD's Board of Education ~~Trustees~~ and/or Administration deems necessary. Notice of such rules and regulations and of any amendments and supplements thereto shall be given to District. District shall reasonably comply with and observe all such rules and regulations. NLMUSD shall give written notices to District of any proposed change in a rule or regulation which may directly impact District's use of the Building.

5.2 District shall comply with the conditions of all governmental approvals and any recorded covenants and restrictions affecting NLMUSD.

5.3 District shall not use, or permit the Building or Assigned Premises to be used, in whole or in part during the Term of this Agreement for any purpose or use in violation of the laws or ordinances applicable thereto. District agrees to conduct its activities in a manner that meets all federal, state and local regulations relating to the Building, the Assigned Premises, and to the operation of its activities, and to comply with all federal, state and local laws, regulations and ordinances, now or hereafter enacted concerning the Building, the use of the Assigned Premises, and/or the operation of its activities.

Article 6. Non-disruption

6.1 District shall not take any actions against the NLMUSD which would violate any contracts affecting the operations or delivery of instruction on NLMUSD's campus or which would create or contribute to any work stoppage, strike, picketing, labor disruption or dispute, or which would interfere, in any way, with the rights and privileges of any invitee, licensee, employee or any other person lawfully in and upon NLMUSD property, or which could cause any impairment or reduction of the good will and reputation of NLMUSD.

Article 7. Signs

7.1 District shall not erect or post any signs without first obtaining NLMUSD's written approval as to content, size, color, type, or location of such signs. District shall not display any banners, pennants, search lights, window signs, balloons, or similar temporary advertising media without NLMUSD's prior written approval. Any such approval required under this Article shall not be unreasonably withheld. Any signs shall be at District's cost and in compliance with the local ordinances pertaining thereto. At the termination of this Agreement, District shall remove any signs which it has placed on the Building, and shall repair any damage caused by the installation or removal of those signs.

7.2 The Parties will cooperate to identify the appropriate means and methods of incorporating District's signage needs into NLMUSD's signage. NLMUSD shall provide for identifications of District's Assigned Premises at NLMUSD.

Article 8. Property Improvements and Alterations; Assumption of Risk

8.1 District shall not make any building improvements or additions without first obtaining NLMUSD's prior written approval for such improvements. All building improvements or additions, including, but not limited to, network cabling or fixtures affixed to the premises, shall be completed at District's own cost. Such improvements are subject to local site, zoning, and design review and any and all other required approvals. Improvements to the Assigned Premises may require Division of the State Architect approval.

8.2 District acknowledges that the Assigned Premises are in an "as is" "where is" condition. NLMUSD makes no representation or warranty with respect to the Assigned Premises or the condition thereof or any improvement located on the Norwalk La Mirada Adult School campus. District shall assume

the full risk of any damage to the Assigned Premises, District's fixtures and personal property therein and for personal injuries to District, any agents, employees, invitees or guests of District.

8.3 Security for the Assigned Premises will be provided by NLMUSD in the same manner as provided for the Common Areas. Notwithstanding the preceding sentence, District shall be responsible for any loss or damage to District property in the Assigned Premises.

~~Article 9. Damage to the Assigned Premises~~

~~9.1 If the Assigned Premises are damaged (without the fault or negligence of District, District's agents, employees, invitees or guests) such that it is wholly unfit for District's occupancy or use and NLMUSD does not enter into a contract to restore it to substantially the condition immediately prior to said damages within sixty (60) days, NLMUSD shall locate an alternate facility for District's operations.~~ [Note: I understand that we do not have an alternate facility]

Article 10. Insurance

10.1 During the term of this Agreement, District and NLMUSD shall keep or cause to be kept, each one, in full force and effect, for the mutual benefit of the Parties, commercial general and automobile liability insurance against claims and liability for personal injury, death, or property damage, arising from the use, occupancy, disuse, or condition of the premises, improvements, by each Party, providing protection of at least one million dollars ($1,000,000) for bodily injury or death to any one person, one million dollars ($1,000,000) for any one accident or occurrence, and one million dollars ($1,000,000) for property damage.

10.2 District and NLMUSD shall provide to each other a Certificate of Insurance naming the other and the other's elected officials, officers, agents, employees and volunteers, as additional insureds. District and NLMUSD agree to waive all rights of subrogation against each other.

10.3 Both District and NLMUSD shall have the right to self-insure for both casualty and liability insurance to the same extent that District and NLMUSD self-insure for other District and NLMUSD property and operations. District and NLMUSD shall have property insurance covering the full replacement cost of real and personal property of each party at the site locations. District and NLMUSD shall have workers compensation insurance in accordance with California state law.

10.4 The provisions of this Section do not apply to any damages or losses to the extent caused by the negligence of the other Party.

Article 11. Indemnification

11.1 Pursuant to Government Code 895.4, the District shall defend, indemnify and hold NLMUSD, the NLMUSD Board of Education and each member thereof, and every officer, employee and agent of the NLMUSD, harmless from all claims, suits or actions of every name, kind and description, including attorney fees and costs, brought for or on account of injury (as defined in Government Code 810.8) arising from the acts or omissions of the District, including its officials, officers, employees, invitee or volunteers, in connection with its obligations and performance under this Agreement.

11.2 Pursuant to Government Code 895.4, the NLMUSD shall defend, indemnify, defend and hold the District, the District Board of Trustees and each member thereof, and every officer, employee and agent of the District, harmless from all claims, suits or actions of every name, kind and description, including attorney fees and costs, brought for or on account of injury (as defined in Government Code 810.8) arising from the acts or omissions of the NLMUSD, including its officials, officers, employees, invitee or volunteers, in connection with its obligations and performance under this Agreement.

11.3 The Parties agree to require all third party organizations which either the District or

NLMUSD authorizes to use or enter the Assigned Premises pursuant to this Agreement, to execute a document stating the following:

> [Name of Organization] agrees to hold harmless, defend, and indemnify the Norwalk-La Mirada Unified School District and the Cerritos Community College District, their respective elected officials, agents, officers, employees, volunteers and representatives against all actions, claims, or demands for injury, death, loss or damages, regardless of fault or cause, by anyone whomsoever (except where such injury, death, loss, or damage was solely due to the willful acts or omissions of the Norwalk-La Mirada Unified School District and the Cerritos Community College District, and/or their respective elected officials, agents, officers, employees volunteers and representatives), whenever such injury, death, loss, damage or claim is a consequence of, or arises out of the use of or access to the site known as [name of Site], by [name of organization] or its agents, officers, employees, invitees, participants, and representatives.

11.4 The Parties agree that the District and NLMUSD make no representations or warranties as to the condition of the Assigned Premises, and District agrees to take the premises "as is." District acknowledges that it shall be its responsibility and obligation to assure that the Assigned Premises are in proper and safe condition to be used for the purpose anticipated; and, that District shall be obligated to inspect such premises before they are used, and to take affirmative steps where necessary to warn, or rectify hazards in order to prevent injury to person or property provided. However, the Parties shall promptly advise each other (through the District representative or the NLMUSD Superintendent as appropriate) should it become aware of any dangerous or unsafe condition of the Assigned Premises.

Article 12. Access to the Assigned Premises.

NLMUSD reserves the right to enter the Assigned Premises at reasonable times for reasonable purposes, upon twenty-four (24) hour notice. District shall permit NLMUSD and/or NLMUSD's agents to enter upon and inspect, examine, repair or improve the Assigned Premises or any other space allocated for District's use by NLMUSD on NLMUSD's campus. NLMUSD shall be permitted to enter the Assigned Premises at any time in the case of emergency or to prevent or react to an imminent threat to persons or property in the Assigned Premises.

Article 13. Quiet Enjoyment.

Provided that District performs all its obligations under this Agreement, NLMUSD covenants and agrees that at all times during the Term of this Agreement, District shall have the peaceable and quiet enjoyment and possession of the Assigned Premises without any manner of hindrance by NLMUSD or any persons lawfully claiming through NLMUSD.

Article 14. Space and Program Design

District and NLMUSD acknowledge that the Parties have cooperated in describing the Assigned Premises, which are shown and/or stated in Attachment A.

Article 15. Rent

15.1 In consideration for the above covenants and services, District agrees to make Rent payments to NLMUSD in accordance with the following schedule:

(a) During the Term, District will pay NLMUSD the sum of **ONE AND 00/100 dollars ($1.00)** annual rent, paid on an annual basis.

(b) Such Rent payments include any and all Common Area Maintenance fees, and any lighting, heating cooling, cleaning and maintenance costs of the Assigned Premises. Such services will be provided in the same manner as provided to the Common Areas in the Building.

Article 16. Accord and Satisfaction.

No payment by District or receipt by NLMUSD of a lesser amount than the Rent payments, or reimbursement under section 15.1 herein, shall be deemed to be other than a payment against any and all Rent payments, or reimbursement under section 15.1 herein, as applicable, then due and payable, nor shall any endorsement or statement on any check or any letter accompanying any check or payment prejudice NLMUSD's right to receive the balance of any unpaid Rent payments, or reimbursement under section 15.1 herein, as applicable, or pursue any other remedy in this Agreement.

Article 17. Default

17.1 All rights and remedies of District and NLMUSD under this Agreement shall be commutative and not exclusive of any other rights or remedies allowed under this Agreement, at law or in equity.

17.2 The occurrence of any of the following shall constitute a default and breach of this Agreement by District ("Event of Default").

(b) District shall abandon or vacate the Assigned Premises;

(c) District shall fail, neglect or refuse to keep and perform any other covenants, stipulations or agreement herein contained, and in the event any such default shall continue for a period of more than thirty (30) days after notice thereof is given in writing to District by NLMUSD; however, should District's default involve a serious risk to the safety of the students or an illegal use of the Building or Assigned Premises, such cure must occur immediately.

(d) The vacating or abandonment of the Building or Assigned Premises by District before the expiration of the Term.

(e) The failure by District to utilize the Building or Assigned Premises for the sole purpose of its operations as authorized by this Agreement and the terms and conditions set forth herein.

(f) Failure to keep in effect insurance as required herein.

Article 18. Termination

The Parties may terminate this Agreement by giving ninety (90) days written notice of termination. On the giving of the notice all of District's rights in the Assigned Premises shall terminate. Upon the giving of the notice of termination, District shall surrender and vacate the Assigned Premises in the condition required under this Agreement. This Agreement may also be terminated by a judgment specifically providing for termination.

Article 19. Assignments

This Agreement is not assignable by either Party. District shall do none of the following: assign this Agreement or any part of it, sublet, pledge, collateralize or attach the benefits of the Assigned Premises or any part of it, grant any license with respect to the Assigned Premises or any part of it, or attempt to do any of the foregoing without approval from NLMUSD.

Article 20. Notice

No notice or other communication given under this Agreement shall be effective unless the same is given in writing and is delivered in person or mailed by registered or certified mail, return receipt requested, first class, postage prepaid, or delivered via over-night courier, addressed (1) to District, attention President, at the address set forth on page 1 of this Agreement, or to such other address as District shall designate by giving notice thereof to NLMUSD, or (2) to NLMUSD, at the address set forth on page 1 of this Agreement or such other address as NLMUSD shall designate by giving notice thereof to District.

Article 21. Holding Over

Should District hold over in possession after the expiration of the Term or any renewal term or the earlier termination of this Agreement, the holding over shall not be deemed to extend the Term or renew the Agreement, but the tenancy thereafter shall continue upon the covenants and conditions herein set forth.

Article 22. Surrender of the Site

On the last day of the Term hereof, or on sooner termination of this Agreement, District shall surrender to NLMUSD the Premises and any then existing improvements in good order, condition and repair, reasonable wear and tear excepted, free and clear of all liens, claims and encumbrances. This condition shall be similar to that existing as of the commencement date of this Agreement excepting normal ordinary wear and tear and any structural improvements made by District subsequent to the commencement date. This Agreement shall operate as a conveyance and assignment to the NLMUSD of any improvements identified by the NLMUSD to remain on the Building or Assigned Premises. District shall remove from the Building and Assigned Premises all of District's personal property, trade fixtures, and any improvements made by District which NLMUSD determines shall be removed by District.

Article 23. Civic Center Act

The parties acknowledge that the Norwalk La Mirada Adult School campus may be identified as a "Civic Center" pursuant to Education Codes 38130 et seq. ("'Civic Center Act") and that subsequent to identification as a Civic Center the use of the campus including the Assigned Premises must comply with the provisions of the Civic Center Act.

Article 24. No Liens

District shall keep the Assigned Premises free and clear of all mechanic's and materialmen's liens, stop notices, lis pendens and other liens arising out of improvements performed under this Agreement. In the event that any claim or cause of action is filed as a result of any liens. District shall indemnify and defend NLMUSD with respect to such claims and/or causes or action.

Article 25. Non-Discrimination

The Parties agree that in the hiring of staff or contractors, and the selection and use of volunteers, all persons will be treated equally and without regard to or because of race, color, religion, ancestry, national origin, sex, age, sexual orientation, marital status or disability, and in compliance with all anti-discrimination laws of the United States of America and the State of California.

Article 26. Miscellaneous

26.1 Amendment. This Agreement may be amended or modified, but only by a written instrument executed by the Parties.

26.2 Construction. This Agreement has been reached through mutual negotiation and shall be deemed to have been constructed by both Parties and shall not be construed in favor of one Party over the other by reason of drafting.

26.3 Invalidity. If one or more of the provisions of this Agreement are determined to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other provision of this Agreement.

26.4 California Law and Venue. This Agreement shall be construed and interpreted under the laws of the State of California. Venue for any legal action arising out of this Agreement shall be in Los Angeles County, California.

26.5 Performance. The failure of any Party to require performance of any provision hereof shall not affect the right to require such performance at any time thereafter.

26.6 Relationships. Nothing in this Agreement shall be construed as creating an employer/employee or agency relationship between District and NLMUSD. Neither District nor NLMUSD shall have authority to enter into any contract binding upon the other, or to create any obligation upon the other, in the absence of a written authorization signed by the other Party.

26.7 Waiver. A waiver of a breach of any provision of this Agreement shall only be effective if such waiver is expressed in writing and signed by the waiving Party. No waiver of a breach of any provision of this Agreement by either Party shall constitute a continuing waiver, nor shall the same be deemed to be a waiver of any subsequent breach.

26.8 Entire Agreement. This Agreement and all attachments thereto, contain the entire agreement of the Parties. This Agreement supersedes all prior and contemporaneous agreements and understandings, oral or otherwise, between the Parties with respect to the matters contained in this Agreement and may not be modified or amended except as provided in this Agreement.

26.9 Execution. This Agreement may be executed in one or more counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have set their hands as of the dates listed below.

NORWALK LA MIRADA UNIFIED SCHOOL DISTRICT:

By: _____
Signature

Eduardo Sanchez
Asst. Superintendent
Typed or Printed Name, & Title

_____
E-mail

_____
Tax Identification Number (EIN)

Date: 06-12-2017

CERRITOS COMMUNITY COLLEGE DISTRICT:

By: _____
Signature

FELIPE R. LOPEZ
V.P. of Business Services
Typed or Printed Name, & Title

Date: 6/21/2017

FACILITY USE AGREEMENT

ATTACHMENT "A"

FLOOR PLAN

[INSERT FLOOR PLAN]

FACILITY USE AGREEMENT

ATTACHMENT "B"

Assigned Premises shall include the following:

Space: **Building 20**

Equipment: **None**

Services: **Utilities**

Technology/Distance Learning Network:

Other:

La Mirada Adult School

Current Use Adult Ed
Adult ROP Integration
Available to Cerritos CC
Church Use

E
N S
W

North Student Parking

Dental Assisting class will require additional plumbing and electrical for equipment and X-ray

Dental Assisting | Medical Assisting

45 44 43 42

35 34 33 32

Pharmacy Tech | Surgical Tech

Student Parking

Consortium CTE
Nursing Asst.
CTE Office

85 84 83 82 81

Student Lounge

72 73 74 75

Church Relocation | Church Relocation | Dist. Learn | Adults w/ Disabilities

ALONDRA BLVD

Main Office
Admin Office
Testing
Staff Workroom

Office

M.P.R.

Student Lounge/ PLC Work

Church Use

West Parking

Cerritos College 20

Cerritos College 21

52 CTE
53 CTE
54 CTE
55

62 ESL
63 ESL
64 ESL
65 ESL

Student & Handicap Parking

RARRATA ROAD

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **July 19, 2017**
Agenda Item No. 53

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Information Item: Three Month Look-Ahead Schedule of RFP and RFQ Solicitations

ACTION
This item is presented for informational purposes only.

FISCAL IMPACT
Funding sources vary and are dependent upon the type of solicitation.

REPORT SUMMARY
This report of scheduled request for proposals (RFP) and request for qualifications (RFQ) for the next three months is provided for review. The report provides the RFP/RFQ number, title, release date or anticipated release date, brief description or scope of work, and the name of the requesting department.

In accordance with applicable California public procurement law and Cerritos College's procedure, a public notice advertising the solicitation and inviting proposals will be published in the College's adjudicated newspaper of general circulation. Additionally, other appropriate outreach efforts will be employed including, but not limited to, notifying vendors that are on the College's vendor list and posting the solicitation on the Purchasing's Department's website.

Proposals received in response to RFPs and RFQs will be evaluated by diverse panels of technically qualified individuals familiar with the subject matter of the project or equipment, as appropriate, and may include outside public sector expertise or consultants.

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

ATTACHMENT(S)
Three Month Look-Ahead Schedule of RFP and RFQ Solicitations

Cerritos Community College District
Board Meeting: July 19, 2017
Three Month Look-Ahead Schedule of RFP and RFQ Solicitations

RFP/RFQ Number	Title of RFP/RFQ	Release Date*	Description/ Scope of Work	Requestor/ Department
TBD	Architectural Services for the Student Services and Administration project	TBD	Perform the architectural services required under Title 24 of the California Code of Regulations for the complete design and approval (including incorporation of mechanical, electrical, civil, and other design disciplines as required), cost estimation, and state submittal processes in conjunction with the District's staff and District's program/construction manager for the construction of a facility for student services and administration project	Business Services
TBD	Bond Underwriting Services	TBD	Perform underwriting services for the sale of General Obligation Bonds	Business Services
TBD	Food and/or Concession Services	TBD	Provide food and/or concession services at designated vendor locations on campus	Student Services
TBD	Facilities Master Planning Services	TBD	Provide consulting services for the preparation of the District's 2018 Facilities Master Plan	Business Services

*Future dates are subject to change. See http://cms.cerritos.edu/purchasing/bids-and-proposals.htm for up-to-date information about RFP and RFQ releases.

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **July 19, 2017**

Agenda Item No. 54

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

SUBJECT:	**Acknowledgement of Receipt of the Initial Proposal of the California School Employees Association (CSEA), Chapter #161, to the Cerritos Community College District for July 1, 2017 - June 30, 2018.**

ACTION

It is recommended that the District acknowledge receipt of the attached initial proposal from CSEA Chapter #161, for negotiation of the CSEA District Collective Bargaining Agreement for the period July 1, 2017 - June 30, 2018.

FISCAL IMPACT

The financial implications are contingent on the results of negotiations.

REPORT SUMMARY

The attached initial proposal was submitted by CSEA, Chapter #161, for negotiation of the CSEA-District Collective Bargaining Agreement for the period July 1, 2017 - June 30, 2018, pursuant to the provisions of Article 2.4.1 and Article 28 of the CSEA-District Collective Bargaining Agreement and for public review at the June 7, 2017, meeting of the Board of Trustees. Per the District's Administrative Procedure 2610, the public shall have an opportunity to respond to the CSEA initial proposal. A public hearing item has been placed on the July 19 regular Board meeting agenda and the public shall have an opportunity to comment on the proposal. Following the public hearing, the Board shall take action to acknowledge official receipt of CSEA's initial proposal.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

CSEA Chapter #161 Initial Proposal of the Collective Bargaining Agreement between CSEA Chapter #161 and the Cerritos Community College District for the period beginning July 1, 2017 - June 30, 2018.

CSEA Chapter 161

Memorandum

TO: Dr. Adriana Flores-Church, Vice President of Human Resources

FROM: Lynn Laughon, President CSEA Chapter #161

DATE: April 26, 2017

SUBJECT: CSEA Chapter #161's Initial Proposal of the Collective Bargaining Agreement between CSEA Chapter #161 and the Cerritos Community College District for the period beginning July 1, 2017, and ending June 30, 2018 re-openers.

The following represents CSEA and its Chapter #161's initial proposal of the Collective Bargaining Agreement between CSEA Chapter #161 and the District, as per Article 2, for the period beginning July 1, 2017, and ending June 30, 2018 re-openers.

ARTICLE 8: EFFECTS OF LAYOFF

CSEA, Chapter #161 proposes changes to the terms and conditions of the Effects Of Layoff article.

HUMAN RESOURCES
CERRITOS COLLEGE
2017 APR 28 AM 8 :30

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **July 19, 2017**
Agenda Item No. 55

FROM:

Dr. Jose Fierro
President/Superintendent

PREPARED BY:

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

SUBJECT: **Receive the Initial Proposal of the Cerritos Community College District to the California School Employees Association (CSEA), Chapter #161 for Negotiation of the CSEA-District Collective Bargaining Agreement for the period July 1, 2017 - June 30, 2018, and Notification of a Public Hearing at the August 16 Regular Board Meeting (Office of Human Resource Services)**

ACTION

It is recommended that the Board of Trustees receive the attached initial proposal from the Cerritos Community College District to CSEA, Chapter #161, for negotiation of the CSEA-District Collective Bargaining Agreement for the period July 1, 2017 - June 30, 2018, and for public hearing in accordance with State Government Code section 3547.

In accordance with Government Code section 3547, all initial bargaining proposals of an exclusive bargaining representative shall be presented at a public meeting of a public school employer and, thereafter, shall be public record. The Cerritos Community College District hereby presents its initial proposal to the CSEA, Chapter #161. This proposal shall be available for public review in the President/Superintendent's Office from July 20 to August 16, 2017, and the public will have an opportunity to respond to this proposal at the next scheduled Board meeting, August 16, 2017.

FISCAL IMPACT

The financial implications are contingent on the results of negotiations.

REPORT SUMMARY

The attached initial proposal was submitted by the Cerritos Community College District to CSEA, Chapter #161, for negotiation of the CSEA-District Collective Bargaining Agreement for the period July 1, 2017 - June 30, 2018, pursuant to the provisions of Article 2.4.1 and Article 28 of the CSEA-District Collective Bargaining Agreement and for review at the July 19, 2017, meeting of the Board of Trustees. Per the District's Administrative Procedure 2610, the public shall have an opportunity to respond to the District's initial proposal. A public hearing item has been placed on the August 16, 2017, regular Board meeting agenda and the public shall have an opportunity to comment on the proposal. Following the public hearing, the Board shall discuss and adopt the District's initial proposal.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

Cerritos Community College District's Initial Proposal for Negotiation of the Collective Bargaining Agreement between California School Employees Association (CSEA), Chapter #161, and the Cerritos Community College District for the Period July 1, 2017 to June 30, 2018.

Cerritos College
11110 Alondra Boulevard, Norwalk, California 90650

MEMORANDUM

Human Resources

DATE: July 6, 2017

TO: Lynn Laughon, President CSEA Chapter #161

FROM: Dr. Adriana Flores-Church, Vice President of Human Resources

RE: **Initial Proposal for Negotiation of the Collective Bargaining Agreement Between California School Employees Association (CSEA), Chapter #161 and the Cerritos Community College District for the period July 1, 2017-June 30, 2018**

The following is the District's initial proposal for negotiation of the Collective Bargaining Agreement between CSEA, Chapter #161 and the District as per Article 2 for the period July 1, 2017-June 30, 2018 re-openers.

Article 12 – Sick Leave

Amend this Article to provide for additional medical verification for leave of absence during extended sick leave for illness or injury.

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **July 19, 2017**

Agenda Item No. 56

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Dr. Stephen Johnson
Vice President of Student Services

PREPARED BY:

Elizabeth Miller
Dean of Student Services

SUBJECT: **Information Item: Associated Students of Cerritos College (ASCC) Annual Budget for 2017-2018**

ACTION
This item is presented for information only.

FISCAL IMPACT
No general funds will be used.

REPORT SUMMARY
The ASCC Annual Budget for 2017-2018 is presented for the Board of Trustees.

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

ATTACHMENT(S)
Associated Students of Cerritos College Annual Budget for 2017-2018.



2017-2018
Associated Students
of Cerritos College

Budget Book

Overview

Each year ASCC reviews budget proposals across the college community, and is honored to support the College in sponsoring and providing events, activities, programs, scholarships, employment, and resources that allow our students to thrive.

For the 2017-2018 fiscal/academic year a call for budget proposals was announced on January 23, 2017, with a submission deadline of February 27, 2017. A total of 67 requests were received from student organizations, academic and student service departments, and college initiatives that totaled $2,107,297.80. The Budget & Finance Committee spent over 25 hours reviewing requests and creating a proposed budget to present to the ASCC Senate. The committee focused on requests that serve student needs, promote academic endeavors and scholarship, contribute to student development, build community and engagement, and promote diversity and inclusion.

While reviewing proposals, the Budget & Finance Committee established the following standing rules to guide appropriations:

- Decorations limit of $500 per event.
- ASCC will not fund publicity for events/activities, and encourages submitters to use electronic resources (i.e. social media, email) to advertise.
- ASCC will not fund expenditures for fundraising (i.e. a club purchasing shirts with ASCC funds to then sell for club profit).
- At least 10% was taken off all student organization conference travel requests due to budget restrictions.
- Scholarships for individual student organizations were not approved, instead the budget provided to Financial Aid was increased significantly so that scholarships can funnel through that office.
- Funding requests for a food pantry for individual student organizations/departments were not approved. Instead, funding for the existing Student Health Services (SHS) food pantry was established, as it is open to all students. Individual organizations and departments should collaborate with SHS to meet student needs.

The proposed budget was presented to ASCC Senate on April 19, 2017, and was discussed and amended over the course of three meetings. The budget was finalized and approved as a whole with no objections on May 3, 2017. It was also approved by the ASCC Cabinet, with no objections, on May 8, 2017.

Of the submissions, the ASCC Senate and Cabinet approved 63 requests totaling $1,687,959.00. Enclosed is the approved budget for 2017-2018, and it indicates both the requested amount on each proposal, and the final amount approved.

SECTION I:

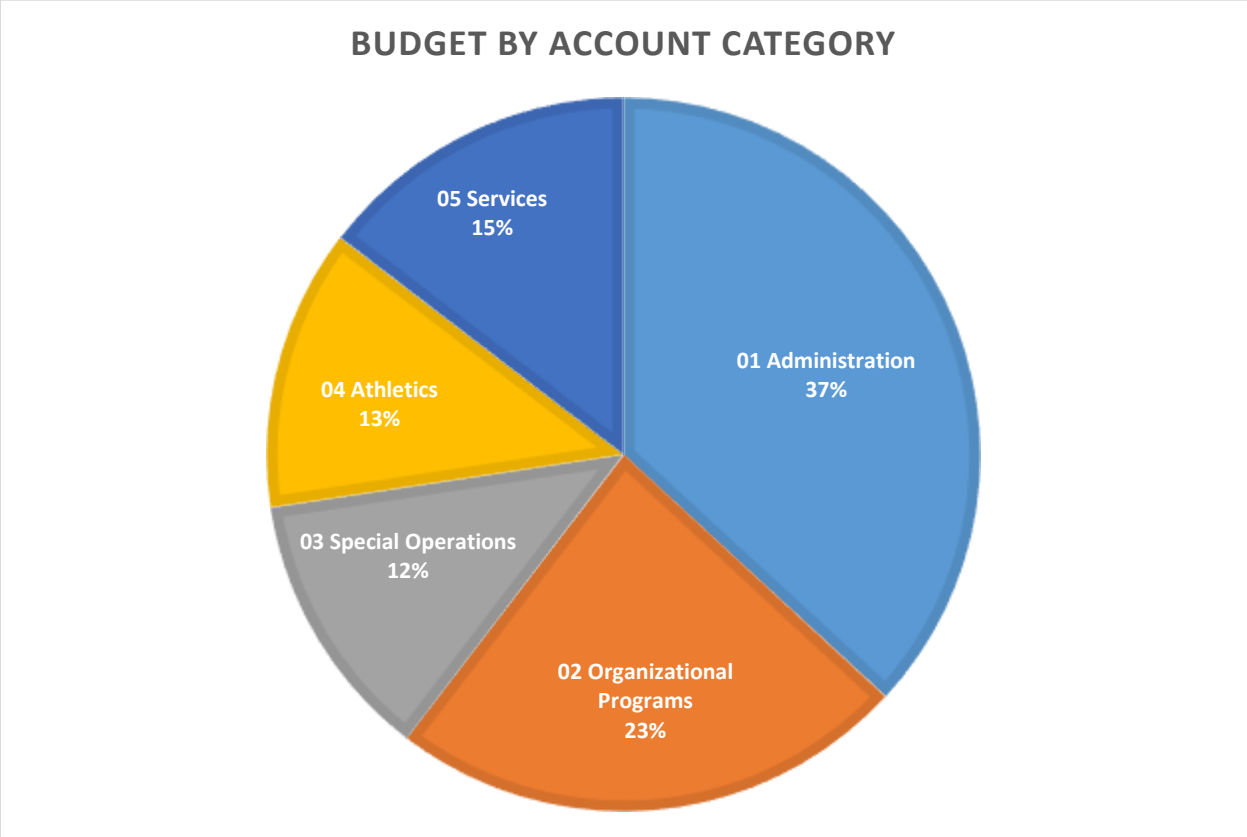
ASCC PROJECTIONS

ASSOCIATED STUDENTS OF CERRITOS COLLEGE

Projected Income for 2017-2018		
Account #	**Description**	**Projected Income**
400-01-001	College Services Fee	$ 450,000.00
400-01-002	Student Store	$ 500,000.00
400-02-001	Football	$ 7,000.00
400-02-002	Basketball	$ 1,000.00
400-03-002	Newspaper Advertising	$ 2,000.00
400-03-005	AD Kiosk Fee	$ 3,000.00
400-03-007	Interest Income	$ 10,000.00
400-04-002	Vending Commissions	$ 90,000.00
400-04-003	Electronic Games & Pool Tables	$ 5,000.00
400-04-004	Food Court	$ 125,000.00
400-04-005	Elbow Room	$ 35,000.00
400-05-001	Theater	$ 7,000.00
400-05-003	Reserves Amount	$ 452,959.00
Projected Income for 2017-2018		**$ 1,687,959.00**

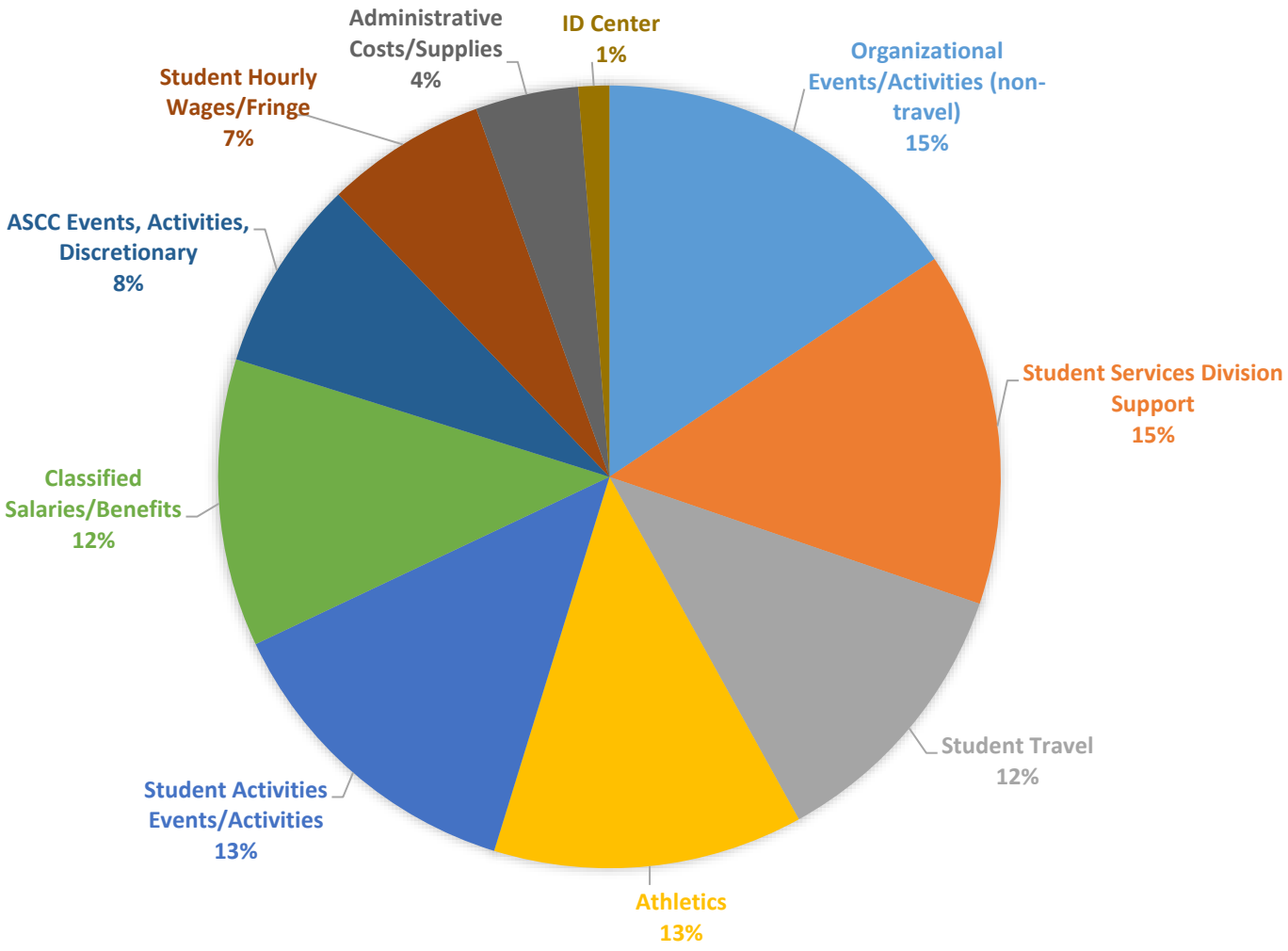
ASSOCIATED STUDENTS OF CERRITOS COLLEGE

Projected Expenditures for 2017-2018		
	Budget Section Name	**Projected Expense**
Section I	Administration	$ 623,573.00
Section II	Organizational Programs	$ 385,924.00
Section III	Special Operations	$ 207,060.00
Section IV	Athletics	$ 216,135.00
Section V	Services	$ 247,267.00
Projected Expenditures for 2017-2018		**$ 1,687,959.00**



ASSOCIATED STUDENTS OF CERRITOS COLLEGE

Projected Expenditures Breakdown by Expense Type for 2017-2018			
Expense Type	**Amount**		**Percentage Total**
Organizational Events/Activities (non-travel)	$	263,459.00	16%
Student Services Division Support	$	247,267.00	15%
Student Travel	$	197,465.00	12%
Athletics	$	216,135.00	13%
Student Activities Events/Activities	$	223,000.00	13%
Classified Salaries/Benefits	$	200,633.00	12%
ASCC Events, Activities, Discretionary	$	134,500.00	8%
Student Hourly Wages/Fringe	$	112,200.00	7%
Administrative Costs/Supplies	$	71,800.00	4%
ID Center	$	21,500.00	1%
		Total	**$ 1,687,959.00**



SECTION II:

Budget Summary

ASSOCIATED STUDENTS OF CERRITOS COLLEGE

01 Administration Budget Summary			$ 623,573.00
Account #	**Student Affairs – Description:**	**Requested Amount**	**Approved Budget**
600-01-002	Leadership Conference	$75,000.00	**$66,000.00**
600-01-039	Academic Excellence Awards	$500.00	**$500.00**
600-01-034	ASCC Computers and Supplies	$5,000.00	**$5,000.00**
600-01-006	ASCC Fall Awards Banquet	$10,000.00	**$10,000.00**
600-01-007	ASCC Spring Awards Banquet	$13,500.00	**$13,500.00**
600-01-030	Bank Fees	$3,500.00	**$7,000.00**
600-01-013	Commencement	$25,000.00	**$30,000.00**
600-01-038	Cross Culture Celebrations	$16,000.00	**$8,000.00**
600-03-008	Employee Background Expenses	$640.00	**$640.00**
600-01-032	Falcon Games	$5,000.00	**$5,000.00**
600-01-036	Falcon Kids	$5,000.00	**$5,000.00**
600-01-014	Fall Club Advisor Luncheon	$2,500.00	**$2,500.00**
600-03-009	Game Room Classified Salaries/Benefits	$76,125.00	**$76,125.00**
600-01-025	Homecoming	$15,000.00	**$17,500.00**
600-03-007	ID Center Hourly Wages/Fringe	$20,000.00	**$20,000.00**
600-05-002	ID Center Supplies & Maintenance	$21,500.00	**$21,500.00**
600-01-029	Inter-Club Council	$12,500.00	**$10,000.00**
600-01-035	Interpreters for ASCC Events	$20,000.00	**$15,000.00**
600-01-031	Mascot Branding	$5,000.00	**$5,000.00**
600-01-005	Office Supplies	$10,000.00	**$10,000.00**
600-01-004	Printing & Production	$20,000.00	**$20,000.00**
600-05-001	SpendMap	$19,800.00	**$19,800.00**
600-01-015	Spring Club Advisor Luncheon	$2,500.00	**$2,500.00**
600-01-012	Spring Festival	$10,000.00	**$2,500.00**
600-03-004	Student Activities Classified Salaries/Benefits	$40,000.00	**$40,000.00**
600-03-005	Student Activities Hourly Wages/Fringe	$81,000.00	**$81,000.00**
600-03-002	Student Affairs Capital Outlay	$10,000.00	**$10,000.00**
600-03-006	Student Affairs Classified Salaries/Benefits	$ 84,507.22	**$84,508.00**
600-03-019	Student Engagement Fund	$5,000.00	**$5,000.00**
600-01-016	Welcome Week Fall	$15,000.00	**$15,000.00**
600-01-017	Welcome Week Spring	$15,000.00	**$15,000.00**
Administration Projected Expenditures for 2017-2018			**$ 623,573.00**

ASSOCIATED STUDENTS OF CERRITOS COLLEGE

02 Organizational Programs Budget Summary			$ 385,924.00
Account #	**Organization/Department/Committee**	**Requested Budget**	**Approved Budget**
600-02-069	Alpha Gamma Sigma	$6,600.00	**$3,560.00**
600-02-070	Black History Month	$7,500.00	**$5,500.00**
600-02-026	Black Student Union	$7,145.00	**$6,110.00**
600-02-046	Cerritos College Model United Nations	$42,539.00	**$13,100.00**
600-02-033	Chicanos/Latinos for Community Medicine	$5,285.00	**$3,816.00**
600-02-034	Child Development	$1,300.00	**$1,000.00**
600-02-083	Circle K International	$5,160.00	**$5,160.00**
600-02-015	Culinary Arts	$2,368.00	**$2,368.00**
600-02-010	Dance Program	$4,500.00	**$4,500.00**
600-02-073	Dream Club	$11,332.00	**$4,439.00**
600-02-084	Dynamic Dance	$10,000.00	**$1,800.00**
600-02-013	Fine Arts - Art Gallery	$13,000.00	**$11,900.00**
600-02-053	Fine Arts - Commercial Music	$17,000.00	**$21,500.00**
600-02-031	Fine Arts - Division	$4,500.00	**$4,500.00**
600-02-036	Fine Arts - Film Program	$19,860.00	**$10,000.00**
600-02-001	Fine Arts - Music: Concerts & Choral Festivals	$11,800.00	**$11,750.00**
600-02-005	Fine Arts - Newspaper	$27,000.00	**$27,000.00**
600-02-002	Fine Arts - PEP Band	$6,000.00	**$5,000.00**
600-02-014	Fine Arts - Photography	$5,000.00	$4,800.00
600-02-004	Fine Arts - Theatre Productions	$30,500.00	**$30,500.00**
600-02-041	Fine Arts - Theatre Productions Entertainment	$4,000.00	**$4,000.00**
600-02-075	Fine Arts - Visual & Cultural Studies	$3,280.00	**$2,780.00**
600-02-003	Fine Arts - WPMD Broadcasting	$7,755.00	**$3,000.00**
600-02-009	Forensics (Phi Rho Pi)	$50,488.00	**$30,000.00**
600-02-047	Go Green Committee	$51,972.51	**$19,121.00**
600-02-072	Health Occ: Dental Assisting	$3,324.00	**$3,024.00**
600-02-037	Health Occ: Dental Hygiene	$7,460.00	**$6,464.00**
600-02-076	Health Occ: Med Assist	$3,480.00	**$3,180.00**
600-02-022	Health Occ: Nursing	$7,000.00	**$6,000.00**

ASSOCIATED STUDENTS OF CERRITOS COLLEGE

02 Organizational Programs Budget Summary			
Account #	**Organization/Department/Committee**	**Requested Amount**	**Approved Budget**
600-02-077	Health Occ: Physical Therapist	$550.00	**$550.00**
600-02-057	Integrative Theme Task Force	$1,500.00	**$1,000.00**
600-02-006	Learning Communities/FYE	$2,500.00	**$2,100.00**
600-02-058	Library	$11,950.00	**$1,950.00**
600-02-081	MECHA	$4,630.00	**$3,560.00**
600-02-080	Pharmacy Tech	$2,400.00	**$2,300.00**
600-02-018	Phi Beta Lambda	$16,100.00	**$12,780.00**
600-02-019	Phi Theta Kappa	$21,300.00	**$19,515.00**
600-02-060	Philosophy Department	$5,250.00	**$4,850.00**
600-02-042	Project Hope	$3,460.00	**$3,160.00**
600-02-020	Psi Beta (Psychology Club)	$8,926.00	**$8,040.00**
600-02-021	Puente Club	$10,700.00	**$7,500.00**
600-02-078	SACNAS	$3,892.34	**$3,500.00**
600-02-025	Scholars Honors Program	$8,000.00	**$8,000.00**
600-02-062	Speech Lang Path	$350.00	**$350.00**
600-02-079	Triathlon Club	$12,568.35	**$11,312.00**
600-02-039	Veterans Resource Center/Student Vet Org.	$35,200.00	**$31,000.00**
600-02-067	Women and Gender Studies Department	$5,900.00	**$5,500.00**
600-02-082	Women in STEM	$3,372.34	**$3,085.00**
Organizational Programs Projected Expenditures for 2017-2018			**$ 385,924.00**

ASSOCIATED STUDENTS OF CERRITOS COLLEGE

03 Special Operations Budget Summary			$ 207,060.00
Account #	**ASCC Government – Description:**	**Requested Amount**	**Approved Budget**
600-03-022	ASCC Branding & Outreach	$15,000	**$10,000.00**
600-01-026	ASCC Cabinet Allowance	$500.00	**$500.00**
600-01-028	ASCC Court Allowance	$500.00	**$500.00**
600-01-023	ASCC Leadership Training	$50,000.00	**$15,000.00**
600-01-033	ASCC Petty Cash Fund	$1,000.00	**$1,000.00**
600-01-027	ASCC Senate Allowance	$500.00	**$500.00**
600-03-015	ASCC Senate Fund	$50,000.00	**$50,000.00**
600-03-024	ASCC Travel & Conferences Fund	$50,000.00	**$50,000.00**
600-01-003	Election Clerks	$10,560.00	**$10,560.00**
600-03-025	Game Room Renovation	$100,000.00	**$50,000.00**
600-01-008	General Assembly (Fall and Spring)	$17,000.00	**$12,000.00**
600-01-001	Student Government Uniforms & Supplies	$5,000.00	**$3,500.00**
600-03-017	Student Services Innovation	$7,500.00	**$3,500.00**
Special Operations Projected Expenditures for 2017-2018			**$ 207,060.00**

ASSOCIATED STUDENTS OF CERRITOS COLLEGE

04 Athletics Budget Summary			$ 216,135.00
Account #	**Description**	**Requested Amount**	**Approved Budget**
600-04-001	Athletic Memberships	$17,765.00	**$17,765.00**
600-04-003	Men's Game Equipment	$22,274.00	**$22,274.00**
600-04-006	Game Management	$10,580.00	**$10,580.00**
600-04-008	Football Away Costs	$6,640.00	**$6,640.00**
600-04-009	Men's Cross Country	$1,968.00	**$1,968.00**
600-04-010	Men's Water Polo	$7,077.00	**$7,077.00**
600-04-011	Wrestling	$6,330.00	**$6,330.00**
600-04-012	Men's Basketball	$10,551.00	**$10,551.00**
600-04-013	Baseball	$10,068.00	**$10,068.00**
600-04-015	Men's Track & Field	$5,100.00	**$5,100.00**
600-04-016	Men's Tennis	$1,610.00	**$1,610.00**
600-04-017	Men's Swimming	$4,620.00	**$4,620.00**
600-04-019	Men's Soccer	$7,310.00	**$7,310.00**
600-04-022	Banquets	$6,000.00	**$6,000.00**
600-04-023	Athletic Trainers	$2,000.00	**$2,000.00**
600-04-027	Women's Game Equipment	$16,354.00	**$16,354.00**
600-04-031	Women's Basketball	$11,409.00	**$11,409.00**
600-04-032	Women's Softball	$8,954.00	**$8,954.00**
600-04-033	Women's Tennis	$1,610.00	**$1,610.00**
600-04-034	Women's Track & Field	$5,100.00	**$5,100.00**
600-04-035	Women's Volleyball	$7,474.00	**$7,474.00**
600-04-036	Women's Cross Country	$1,968.00	**$1,968.00**
600-04-037	Women's Swimming	$4,833.00	**$4,833.00**
600-04-040	Women's Soccer	$7,648.00	**$7,648.00**
600-04-041	Women's Water Polo	$7,143.00	**$7,143.00**
600-04-042	State Playoffs	$20,549.00	**$20,549.00**
600-04-043	Pep Squad	$3,200.00	**$3,200.00**
***NOTE:** Approved as a blanket amount with general distribution indicated amount, allowing unused line-items to be applied to playoffs.			
Athletics Projected Expenditures for 2017-2018			**$ 216,135.00**

ASSOCIATED STUDENTS OF CERRITOS COLLEGE

05 Services Budget Summary			$ 247,067.00
Account #	**Student Services – Department:**	**Requested Amount**	**Approved Budget**
600-05-011	AB540 Training	$10,400.00	**$9,400.00**
600-02-043	CalWORKS	$18,700.00	**$9,300.00**
600-02-052	Campus Police	$56,335.00	**$56,335.00**
600-02-044	CARE	$1,050.00	**$1,050.00**
600-05-013	Career Services	$300.00	**$300.00**
600-02-055	DSPS	$5,600.00	**$5,600.00**
600-02-038	EOPS	$12,800.00	**$6,650.00**
600-02-027	Financial Aid	$85,000.00	**$70,000.00**
600-05-012	Institute of Leadership for Social Justice	$8,865.00	**$5,365.00**
600-02-059	LINC	$11,345.00	**$5,365.00**
600-02-048	Office of International Student Services (OISS)	$15,061.00	**$10,400.00**
600-02-061	School Relations	$5,600.00	**$5,600.00**
600-05-010	Student Health	$257.32	**$3,258.00**
600-05-009	Student Services SLO Taskforce	$27,070.00	**$18,000.00**
600-02-064	Transfer Center	$19,904.00	**$12,577.00**
600-02-050	UMOJA Success	$46,846.00	**$28,067.00**
Services Projected Expenditures for 2017-2018			**$ 247,067.00**

SECTION III:

2017-2018 Unfunded Budget Requests

ASSOCIATED STUDENTS OF CERRITOS COLLEGE

Unfunded Budget Requests	
Club/Department	**Amount Requested**
Pre-Game Reception (Student Activities)	$ 5,000.00
Spinitar Printer Upgrade (Student Activities)	$ 10,288.93
Student Center Hourly Wages/Fringe (Student Activities)	$ 22,200.00
Strategic Conversations Workshop Series (Student Activities)	$ 5,000.00
Earth Science	$ 900.00
Health Occupations Skills Lab Outdoor Furniture	$ 7,110.79
Arduino Physics	$ 1,400.00
Student Union	$ 1,300.00