



# **CERRITOS COLLEGE**

## **B O A R D   B O O K**

**AUGUST 16, 2017**



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

**CHERYL A. EPPLE BOARD ROOM**

**Wednesday, August 16, 2017 at 7:00 p.m.**

**CALL TO ORDER:**

Zurich Lewis, Board President

**Zurich Lewis, Board President**  
Trustee Area 7

**Martha Camacho-Rodriguez, Member**  
Trustee Area 1

**Carmen Avalos, Board Vice President**  
Trustee Area 2

**Marisa Perez, Member**  
Trustee Area 4

**Dr. Shin Liu, Board Clerk**  
Trustee Area 5

**Dr. Sandra Salazar, Member**  
Trustee Area 6

**James Cody Birkey, Member**  
Trustee Area 3

**Raul Avalos**  
Student Trustee

**Dr. Jose Fierro**  
President/Superintendent

**REASONABLE ACCOMMODATION FOR ANY INDIVIDUAL WITH A DISABILITY**

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

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

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

**[www.cerritos.edu/board](http://www.cerritos.edu/board)**

1. **Invocation**
2. **Pledge of Allegiance: Marisa Perez**
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 Outstanding Classified and Academic Managers**

The Board of Trustees will recognize Shannon Kaveney, Outstanding Classified Manager and Shawna Baskette, Outstanding Academic Manager.

5. **Institutional Presentation: Student Success Scorecard**

The Board of Trustees will receive a presentation regarding the Student Success Scorecard, a performance measurement system that tracks student success statewide.

**6. Public Hearing: Public Discussion and a presentation of 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**

In accordance with Government Code section 3547, all initial bargaining proposals of a public school employer shall be presented at a public meeting of a public school employer. The initial bargaining proposal of the Cerritos Community College District to the CSEA, Chapter #161, was first made public at the July 19, 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 8-27 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**

It is recommended that the Board of Trustees approve the minutes of the meeting of July 19, 2017.

**9. Acceptance of RFA #17-200-002 Assessment, Remediation and Retention for Associate Degree Nursing (RN) Programs Grant for 2017- 2018**

It is recommended that the Board of Trustees approve the acceptance of \$171,000 for the RFA #17-200-002 Assessment, Remediation and Retention for Registered Nursing Programs Grant for the 2017-2018 fiscal year. RFA #17-200-002 Assessment, Remediation and Retention for Registered Nursing Programs Grant funds will be utilized before June 30, 2018 for an amount not to exceed \$171,000. The funds will be used to implement the grant work plan to support student assessment, retention, and remediation. No district funds will be spent.

**10. Ratification of Change Order No. 1 [Agency Driven Changes, Owner Added Scope, Deductive Credit], (Bid No. 13P032, Category 12), Southcoast Acoustical Interiors, Inc., Fine Arts-CIS/Math Building**

It is recommended that the Board of Trustees ratify Change Order No. 1 [Agency Driven Changes, Owner Added Scope, Deductive Credit] in the amount of \$5,726 for the Fine Arts-CIS/Math Building project. The amount from Change Order No. 1 will be \$5,726, increasing the total contract amount to \$844,156. Funding will be allocated from the GO Bond.

**11. Change Order No. 2 [Agency Driven Changes, Errors], (Bid No. 13P032, Category 12), Southcoast Acoustical Interiors, Inc., Fine Arts-CIS/Math Building**

It is recommended that the Board of Trustees ratify Change Order No. 2 [Agency Driven Changes, Design Error] in the amount of \$13,535 for the Fine Arts-CIS/Math Building project. The amount from Change Order No. 2 will be \$13,535, increasing the total contract amount to \$857,691. Funding will be allocated from the GO Bond.

**12. Ratification of Change Order No. 1 [Omissions, Agency Driven Changes, Owner Added Scope], (Bid No. 13P032, Category 14), Fix Painting Company, Fine Arts-CIS/Math Building**

It is recommended that the Board of Trustees ratify Change Order No. 1 [Omissions, Agency Driven Changes, Owner Added Scope] in the amount of \$8,749 for the Fine Arts-CIS/Math Building project. The amount from Change Order No. 1 will be \$8,749, increasing the total contract amount to \$1,005,749. Funding will be allocated from the GO Bond.

**13. Ratification of Change Order No. 2 [Errors, Owner Added Scope], (Bid No. 13P032, Category 14), Fix Painting Company, Fine Arts-CIS/Math Building**

It is recommended that the Board of Trustees ratify Change Order No. 2 [Errors, Owner Added Scope] in the amount of \$2,927 for the Fine Arts-CIS/Math Building project. The amount from Change Order No. 2 will be \$2,927, increasing the total contract amount to \$1,008,676. Funding will be allocated from the GO Bond.

**14. Ratification of Change Order No. 3 [Deductive Credit], (Bid No. 13P032, Category 16), Kincaid Industries, Inc., Fine Arts-CIS/Math Building**

It is recommended that the Board of Trustees ratify Change Order No. 3 [Deductive Credit] in the deductive amount of \$540 for the Fine Arts-CIS/Math Building project. The deductive amount from Change Order No. 3 will be \$540, decreasing the total contract amount to \$366,630. Funding will be reallocated to the GO Bond.

**15. Notice of Completion for Bid No. 13P032, Category 04, Fine Arts-CIS/Math Building**

It is recommended that the Board of Trustees approve the Notice of Completion for Rocky Coast Builders, Inc. of Escondido, California for the Fine Arts-CIS/Math Building, Category 04 project at Cerritos Community College District as presented. The total final contract amount was \$7,604,470 which was paid by the G.O. Bond.

**16. Notice of Completion for Bid No. 13P032, Category 18, Fine Arts-CIS/Math Building**

It is recommended that the Board of Trustees approve the Notice of Completion for Emphyrean Plumbing, Inc. of Riverside, California for the Fine Arts-CIS/Math Building, Category 18 project at Cerritos Community College District as presented. The total final contract amount was \$2,159,738 which was paid by the G.O. Bond.

**17. Resolution No. 17-0816A, Adopting Revised Formal Bid Prequalification Package and Uniform System of Rating Pursuant to Public Contract Code Section 20651.5**

It is recommended that the Board of Trustees approve Resolution No. 17-0816A, authorizing Cerritos College to prequalify certain prospective bidders through the submittal of a revised standardized questionnaire and financial statement prior to formally bidding on specific construction projects. There is no cost to Cerritos College for prospective bidders to prequalify.

**18. Purchase Orders for the Month of June 2017**

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

**19. Contracts for the Month of June 2017**

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

**20. Ratification to Amend the Master Inspector of Record Services Agreement with TYR, Inc. for the District's Inspector of Record Services Pool**

It is recommended that the Board of Trustees ratify the amendment to the Master Inspector of Record (IOR) Services Agreement ("Master IOR Agreement") with TYR, Inc. for the purpose of maintaining a qualified pool of IOR firms for Cerritos College pursuant to Request for Qualifications (RFQ) No. 13P026, Inspector of Record Services for Campus-Wide Measure CC and/or G Facilities Projects.

There is no fiscal impact to Cerritos College for entering into an amendment to the Master Inspector of Record (IOR) Services Agreement ("Master IOR Agreement"). Individual Project Assignment Agreements will continue to be drafted for each project on an as-needed basis. The Project Assignment Agreements will be governed by the terms and conditions of the Master IOR Agreement. However, each Project Assignment Agreement will include the scope of work, project cost estimates, fee to inspection firm, and conditions specific to the project. As the need for services on a project arises, a Project Assignment Agreement will be brought before the Board of Trustees for approval or ratification detailing fiscal implications.

**21. Ratification to Amend the Master Inspector of Record Services Agreement with The Vinewood Company, LLC for the District's Inspector of Record Services Pool**

It is recommended that the Board of Trustees ratify the amendment to the Master Inspector of Record (IOR) Services Agreement ("Master IOR Agreement") with The Vinewood Company, LLC for the purpose of maintaining a qualified pool of IOR firms for Cerritos College pursuant to Request for Qualifications (RFQ) No. 13P026, Inspector of Record Services for Campus-Wide Measure CC and/or G Facilities Projects.

There is no fiscal impact to Cerritos College for entering into an amendment to the Master Inspector of Record (IOR) Services Agreement ("Master IOR Agreement"). Individual Project Assignment Agreements will continue to be drafted for each project on an as-needed basis. The Project Assignment Agreements will be governed by the terms and conditions of the Master IOR Agreement. However, each Project Assignment Agreement will include the scope of work, project cost estimates, fee to inspection firm, and conditions specific to the project. As the need for services on a project arises, a Project Assignment Agreement will be brought before the Board of Trustees for approval or ratification detailing fiscal implications.

**22. Ratification to Amend the Master Independent Consulting Agreement with The Converse Professional Group dba Converse Consultants for Cerritos College's Geotechnical Engineering, Materials Testing and Special Inspection Services Pool**

It is recommended that the Board of Trustees ratify the amendment to the Master Independent Consulting Agreement ("Master Agreement") with The Converse Professional Group dba Converse Consultants for the purpose of maintaining a qualified pool of Geotechnical Engineering, Materials Testing, and Special Inspection Services firms for Cerritos College pursuant to Request for Qualifications (RFQ) No. 14P002, Geotechnical Engineering, Materials Testing and Special Inspection Services for Campus-Wide Measure CC and/or G Facilities Projects.

There is no fiscal impact to Cerritos College for entering into an amendment to the Master Independent Consulting Agreement ("Master Agreement"). Individual Project Assignment Agreements will continue to be drafted for each project on an as-needed basis. The Project Assignment Agreements will be governed by the terms and conditions of the Master Agreement. However, each Project Assignment Agreement will include the scope of work, project cost estimates, fee to inspection firm, and conditions specific to the project. As the need for services on a project arises, a Project Assignment Agreement will be brought before the Board of Trustees for approval or ratification detailing fiscal implications.

**23. Ratification to Amend the Master Independent Consulting Agreement with Koury Engineering & Testing, Inc. for Cerritos College’s Geotechnical Engineering, Materials Testing and Special Inspection Services Pool**

It is recommended that the Board of Trustees ratify the amendment to the Master Independent Consulting Agreement (“Master Agreement”) with Koury Engineering & Testing, Inc. for the purpose of maintaining a qualified pool of Geotechnical Engineering, Materials Testing, and Special Inspection Services firms for Cerritos College pursuant to Request for Qualifications (RFQ) No. 14P002, Geotechnical Engineering, Materials Testing and Special Inspection Services for Campus-Wide Measure CC and/or G Facilities Projects.

There is no fiscal impact to Cerritos College for entering into an amendment to the Master Independent Consulting Agreement (“Master Agreement”). Individual Project Assignment Agreements will continue to be drafted for each project on an as-needed basis. The Project Assignment Agreements will be governed by the terms and conditions of the Master Agreement. However, each Project Assignment Agreement will include the scope of work, project cost estimates, fee to inspection firm, and conditions specific to the project. As the need for services on a project arises, a Project Assignment Agreement will be brought before the Board of Trustees for approval or ratification detailing fiscal implications.

**24. Amendment to Project Assignment Agreement No. 1 to the Master Independent Consultant Agreement with Koury Engineering & Testing, Inc. for Closeout Services for District-wide Project Certification**

It is recommended that the Board of Trustees approve the amendment to Project Assignment Agreement No. 1 to the Master Independent Consultant Agreement with Koury Engineering & Testing, Inc. for additional Closeout Services for District-wide Project Certification. The total contract sum shall be increased \$24,910 for a new not-to-exceed amount of \$56,910; this amount will be funded from the GO Bond. Koury Engineering & Testing, Inc. is headquartered in Chino, CA.

**25. Employment of Classified, Short-Term, Substitute, Professional Expert, and/or Student Hourly Personnel**

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.

**26. Employment of Temporary and/or Substitute Hourly Faculty Personnel, as needed for 2017-2018 Academic Year**

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.

**27. Consideration of Approval of Employment of Classified Manager**

\_\_\_\_\_, Director of Human Resources/Risk Management, Office of Human Resources, Management Salary Schedule Grade 37, Step 1 (\$10,180.00/month)

***INFORMATION ITEMS***

Agenda Item 28 is presented as an Information Item.

**28. 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.

***ADMINISTRATIVE MATTERS***

Agenda Items 29-30 are presented as Administrative Items.

**29. Consideration of Adoption of 2017-2018 Board of Trustees and President/Superintendent Goals**

It is recommended that the Board of Trustees adopt the 2017-2018 Board of Trustees and President/Superintendent Goals.

**30. Consideration of Adoption of the Initial Proposal of the Cerritos Community College District to the California School Employees Association (CSEA), Chapter #161 for the Period July 1, 2017 – June 30, 2018**

It is recommended that the Board of Trustees discuss and adopt the initial proposal of the Cerritos Community College District to the California School Employees Association (CSEA), Chapter #161 for the Period July 1, 2017 - June 30, 2018, in accordance with Government Code section 3547. The financial implications are contingent on the results of negotiations.

***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***

**31. 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)

**32. Reconvene to Open Session**

**33. Adjournment**

***The Next Regular Meeting of the Board of Trustees is set for  
Wednesday, September 6, 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.

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Dr. Jose Fierro, President/Superintendent

# **CERRITOS COLLEGE**

Regular Meeting of the Board of Trustees

Meeting Date: **August 16, 2017**

**Agenda Item No. 8**

**FROM:**

\_\_\_\_\_  
Dr. Jose Fierro  
President/Superintendent

|                                                           |
|-----------------------------------------------------------|
| <b>SUBJECT:      Consideration of Approval of Minutes</b> |
|-----------------------------------------------------------|

**ACTION**

It is recommended that the Board of Trustees approve the minutes of the meetings of July 19, 2017.

**FISCAL IMPACT**

No fiscal impact.

**REPORT SUMMARY**

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

- [July 19, 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: **August 16, 2017**

**Agenda Item No. 9**

**FROM:**

\_\_\_\_\_  
Dr. Jose Fierro  
President/Superintendent

**REVIEWED BY:**

\_\_\_\_\_  
Rick Miranda  
Vice President, Academic Affairs  
Assistant Superintendent

**PREPARED BY:**

\_\_\_\_\_  
Sandy Marks  
Instructional Dean, Health Occupations

\_\_\_\_\_  
Ann Voorhies  
Director, Nursing Program

|                                                                                                                                                                             |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SUBJECT:</b> <b>Consideration of Acceptance of RFA #17-200-002 Assessment, Remediation and Retention for Associate Degree Nursing (RN) Programs Grant for 2017- 2018</b> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**ACTION**

It is recommended that the Board of Trustees approve the acceptance of \$171,000 for the RFA #17-200-002 Assessment, Remediation and Retention for Registered Nursing Programs Grant for the 2017-2018 fiscal year.

**FISCAL IMPACT**

RFA #17-200-002 Assessment, Remediation and Retention for Registered Nursing Programs Grant funds will be utilized before June 30, 2018 for an amount not to exceed \$171,000. The funds will be used to implement the grant work plan to support student assessment, retention, and remediation. No district funds will be spent.

**REPORT SUMMARY**

The funds will be utilized to provide a variety of activities in accordance with the grant work plan objectives and activities. The grant work plan activities include:

- An Assessment/Remediation Case Manager and support resources to assist students who do not meet the cut score on the pre-admission Testing of Essential Academic Skills assessment test in order to achieve readiness for the nursing program as mandated by the grant.
- The nursing program will provide a Retention Specialist to assess at-risk students and assist them in identifying barriers to their success and referral to appropriate resources.
- Simulation Specialist to conduct simulation scenarios for all students to build critical thinking, communication, and clinical judgment skills.
- Nursing faculty will conduct workshops to support both clinical and didactic practice to promote critical thinking, enhance clinical judgment, and promote student success.
- Faculty participation in faculty development activities, conferences, and workshops.
- Funds for simulation and skills lab equipment and supplies.
- Clinical assistants to work in the clinical setting to assist students attain clinical competence, and build clinical patient care skills.
- Additional supervised skills lab hours for students to practice clinical skills and competencies.
- Clinical and didactic tutors to work with at-risk students.

- Provide graduates support for the National Counsel Licensure Examination (NCLEX). Graduates must pass this test to become a Registered Nurse.

These resources are intended to maximize student success and strengthen program retention, course and program completion, and graduate NCLEX pass rates.

**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: **August 16, 2017**

**Agenda Item No. 10**

**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

|                 |                                                                                                                                                                                                                            |
|-----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SUBJECT:</b> | <b>Consideration of Ratification of Change Order No. 1 [Agency Driven Changes, Owner Added Scope, Deductive Credit], (Bid No. 13P032, Category 12), Southcoast Acoustical Interiors, Inc., Fine Arts-CIS/Math Building</b> |
|-----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**ACTION**

It is recommended that the Board of Trustees ratify Change Order No. 1 [Agency Driven Changes, Owner Added Scope, Deductive Credit] in the amount of \$5,726 for the Fine Arts-CIS/Math Building project.

**FISCAL IMPACT**

The amount from Change Order No. 1 will be \$5,726, increasing the total contract amount to \$844,156. Funding will be allocated from the GO Bond.

**REPORT SUMMARY**

On October 1, 2014, the Board awarded a contract to Southcoast Acoustical Interiors, Inc. of Fontana, 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 12 of this project represents the Acoustical Treatments & Ceilings 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 \$5,726. The original contract amount approved by the Board was \$838,430. Therefore, Change Order No. 1 is in compliance with Public Contract Code Section 20659. Change Order No. 1 is due to the acceleration of work to shift the canopy columns to maintain the required seismic separation distance mandated by the Division of State Architects. Southcoast Acoustical also provided the acceleration of labor on behalf of Rocky Coast Builders to complete the surface of the exterior bridge to allow for area occupancy; this can be referenced in the previously approved Change Order No. 12 submitted by Rocky Coast Builders. In addition, there was a deductive credit as it was determined that due to the mechanical ducting in room 112 of the Fine Arts building, the ceiling was required to be fire rated; the suspended acoustic ceiling was no longer required. 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.

|         | <b>Change Order</b> | <b>Date</b>     | <b>Amount</b> | <b>Percentage of Change</b> |
|---------|---------------------|-----------------|---------------|-----------------------------|
| Pending | 1                   | August 16, 2017 | \$5,726       | 0.7%                        |

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

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

#### **NOTICING REQUIREMENTS**

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

#### **ATTACHMENT(S)**

Change Order No. 1 to Contract No. 13P032-12 (Fine Arts Building portion) – Southcoast Acoustical Interiors, Inc.

Contract No. 13P032-12 – Southcoast Acoustical Interiors, Inc.

Project: Cerritos College  
Acoustical Treatments & Ceilings

Change Order Number: 01

Contract # 13P032-12

To: Southcoast Acoustical Interiors  
14980 Hilton Dr.  
Fontana, CA 92336  
Phone: 909-428-2600  
Fax: 909-428-2602

Date: July 7, 2017

Board Action: (Ratification)

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**SUMMARY OF CHANGES:**

**Item 1.01**

Building: Fine Arts  
Description: Acceleration of work due to CCD(A)-38.  
Reason: Upon review, it was determined that the canopy columns were required to shift to meet the required distance needed for seismic separation. As a result Southcoast Acoustical was required to accelerate work due to the delay in the DSA review process.  
Benefit: Ensured timely completion of canopies.  
Requested by: Division of State Architects  
CO Type: Agency Driven

**Change Amount:** ..... \$ 3,849.00

Time Extension: .....0 Work days

**Item 1.02**

Building: Fine Arts  
Description: Acceleration of labor for exterior metal ceiling system by Bid Category #12 (BC 12-Acoustical Treatments & Ceilings) 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 Rocky Coast Builders (BC 04) Change Order #12.  
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

Project: Acoustical Treatments & Ceilings  
Contractor: Southcoast Acoustical Interiors - Contract 13P032-12

Change Order Number: 01  
Page 2 of 3

**Item 1.03**

Building: Fine Arts  
Description: Elimination of acoustic ceiling in room 112 of Fine Arts.  
Reason: Upon review, it was determined by Division of State Architects that the ceiling in room 112 was required to be a fire rated ceiling due to the mechanical ducts above. As a result it required steel framing and drywall in lieu of a suspended acoustic ceiling.  
Benefit: Credit back to the College.  
Requested by: Tilden-Coil Constructors, Inc.  
CO Type: Deductive

**Change Amount:** ..... \$ (753.00)

Time Extension: .....0 Work days

**SUMMARY OF COST:**

**TOTAL OF THIS CHANGE ORDER**..... **\$5,726.00**

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

**CONTRACT SUMMARY:**

|                                     |    |            |
|-------------------------------------|----|------------|
| Original Contract Amount            | \$ | 838,430.00 |
| Net change by previous Change Order | \$ | -          |
| Net sum prior to this Change Order  | \$ | 838,430.00 |
| Amount of Change Order No. 1        | \$ | 5,726.00   |
| New Contract Sum                    | \$ | 844,156.00 |
| Percentage of Change to Contract    |    | 0.7%       |

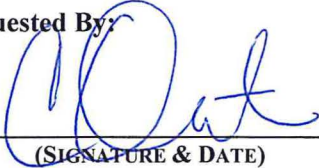
Project: Acoustical Treatments & Ceilings  
Contractor: Southcoast Acoustical Interiors - Contract 13P032-12

Change Order Number: 01  
Page 3 of 3

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

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

Requested By:



(SIGNATURE & DATE)  
SOUTHCOAST ACOUSTICAL INTERIORS  
AJ ORTEGA  
14980 Hilton Dr.  
Fontana, CA 92336

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

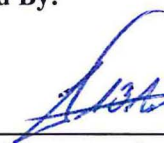
Reviewed By:

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

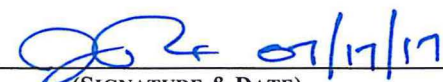
Reviewed By:

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

Reviewed By:

 7/10/17  
(SIGNATURE & DATE)  
TILDEN-COIL CONSTRUCTORS, INC.  
DAVID BUTED  
PROJECT MANAGER

Reviewed By:

 07/17/17  
(SIGNATURE & DATE)  
TILDEN-COIL CONSTRUCTORS, INC.  
JIMMY RIORDAN  
PROGRAM MANAGER

Project: Acoustical Treatments & Ceilings  
Contractor: Southcoast Acoustical Interiors - Contract 13P032-12

Change Order Number: 01  
Page 3 of 3

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

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

**Requested By:**

\_\_\_\_\_  
(SIGNATURE & DATE)  
SOUTHCOAST ACOUSTICAL INTERIORS  
AJ ORTEGA  
14980 Hilton Dr.  
Fontana, CA 92336

**Reviewed By:**

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

**Reviewed By:**

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

**Reviewed By:**

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

**Approved By:**

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

**Reviewed By:**

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

**Reviewed By:**

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



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

**DATE OF CONTRACT: October 2, 2014 / CONTRACT NO.: 13P032-12**

**BID CATEGORY: 12, Acoustical Treatments & Ceilings**

**DOLLAR VALUE: \$838,430.00**

**LIQUIDATED DAMAGES: \$2,500.00 per day**

**CONTRACTOR: Southcoast Acoustical Interiors, Inc.**

**TERM: 738 Calendar Days**

**TIME FOR COMPLETION: \_\_\_\_\_**

**Southcoast Acoustical Interiors, Inc.**

**Address: 14980 Hilton Drive, Fontana, CA 92336**

**Phone: 909-428-2600**

**Fax: 909-428-2602**

## **AGREEMENT**

This Agreement is made and entered into this **2<sup>nd</sup> day of October, 2014**, by and between the **Cerritos Community College District** ("District") and **Southcoast Acoustical Interiors, 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 12, Acoustical Treatments & Ceilings**  
("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-2 and D-50 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:

**Eight Hundred Thirty-Eight Thousand Four Hundred Thirty and 00/100 Dollars**

**(\$ 838,430.00),**

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

**Fine Arts:**

|                                                               |                     |
|---------------------------------------------------------------|---------------------|
| Four-Hundred, Sixty-One Thousand, Two-Hundred, Twenty Dollars | <b>\$461,220.00</b> |
|---------------------------------------------------------------|---------------------|

**CIS/Math:**

|                                                                |                     |
|----------------------------------------------------------------|---------------------|
| Three-Hundred Seventy-Seven Thousand, Two-Hundred, Ten Dollars | <b>\$377,210.00</b> |
|----------------------------------------------------------------|---------------------|

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**

SOUTHCOAST ACOUSTICAL INTERIORS, INC.

By: Arthur Ortega

Title: President

Print Name: Arthur Ortega

**DISTRICT**

CERRITOS COMMUNITY COLLEGE DISTRICT

By: Dr. David El Fattal

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. 13P032-12**

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 **Southcoast Acoustical Interiors, Inc.** with its principal place of business at 14980 Hilton Drive, Fontana, CA 92336 ("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 12** ("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.

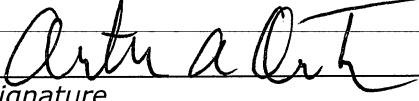
Except as, and to the extent expressly set forth in this Amendment, the parties hereby affirm the terms and provisions of, and affirm the efficacy and primacy of, the original bid documents and related Agreement for the Project. All references to the Agreement in the Agreement for the Project and in 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:**  
**Southcoast Acoustical Interiors, Inc.**

By:

  
Signature

Arthur Ortega, 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: **August 16, 2017**

**Agenda Item No. 11**

**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

|                                                                                                                                                                                                                           |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>SUBJECT:</b>      <b>Consideration of Ratification of Change Order No. 2 [Agency Driven Changes, Errors], (Bid No. 13P032, Category 12), Southcoast Acoustical Interiors, Inc., Fine Arts-CIS/Math Building</b></p> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**ACTION**

It is recommended that the Board of Trustees ratify Change Order No. 2 [Agency Driven Changes, Design Error] in the amount of \$13,535 for the Fine Arts-CIS/Math Building project.

**FISCAL IMPACT**

The amount from Change Order No. 2 will be \$13,535, increasing the total contract amount to \$857,691. Funding will be allocated from the GO Bond.

**REPORT SUMMARY**

On October 1, 2014, the Board awarded a contract to Southcoast Acoustical Interiors, Inc. of Fontana, 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 12 of this project represents the Acoustical Treatments & Ceilings 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 \$13,535. The original contract amount approved by the Board was \$838,430. Therefore, Change Order No. 2 is in compliance with Public Contract Code Section 20659. Change Order No. 2 is due to the mechanical ducting in room 103 of the CIS/Math building, the ceiling was required to be steel framing and drywall per Division of State Architects; the wood panel ceiling was modified accordingly. In addition, a design error was corrected through the placement of additional ceiling wires to support the roller shades to ensure proper installation. 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.

|         | <b>Change Order</b> | <b>Date</b>     | <b>Amount</b> | <b>Percentage of Change</b> |
|---------|---------------------|-----------------|---------------|-----------------------------|
| Pending | 2                   | August 16, 2017 | \$13,535      | 2.3%                        |
| Pending | 1                   | August 16, 2017 | \$5,726       | 0.7%                        |

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

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

#### **NOTICING REQUIREMENTS**

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

#### **ATTACHMENT(S)**

Change Order No. 2 to Contract No. 13P032-12 (CIS/Math Building portion) – Southcoast Acoustical Interiors, Inc.

Change Order No. 1 to Contract No. 13P032-12 (Fine Arts Building portion) – Southcoast Acoustical Interiors, Inc.

Contract No. 13P032-12 – Southcoast Acoustical Interiors, Inc.

Project: Cerritos College  
Acoustical Treatments & Ceilings

Change Order Number: 02  
Contract # 13P032-12

To: Southcoast Acoustical Interiors  
14980 Hilton Dr.  
Fontana, CA 92336  
Phone: 909-428-2600  
Fax: 909-428-2602

Date: July 7, 2017

Board Action: (Ratification)

**SUMMARY OF CHANGES:**

**Item 2.01**

Building: Mathematics / CIS  
Description: Modifications to ceiling per CCD(A)-15.  
Reason: Upon review, it was determined that a portion of the ceiling in room 103 was required to be steel framing and drywall due to the mechanical equipment above. As a result, modifications were required to the wood panel ceiling.  
Requested by: Division of State Architects  
CO Type: Agency Driven

**Change Amount:** ..... \$ 10,954.00

Time Extension: .....0 Work days

**Item 2.02**

Building: Mathematics / CIS  
Description: Additional ceiling wires at roller shades.  
Reason: Upon review, it was determined that additional ceiling wires were required to support roller shades.  
Benefit: Ensured proper installation of roller shades.  
Requested by: Hill Partnership, Inc.  
CO Type: Design Error

**Change Amount:** ..... \$ 2,581.00

Time Extension: .....0 Work days

Project: Acoustical Treatments & Ceilings  
Contractor: Southcoast Acoustical Interiors - Contract 13P032-12

Change Order Number: 02  
Page 2 of 3

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**SUMMARY OF COST:**

**TOTAL OF THIS CHANGE ORDER.....** **\$13,535.00**  
**TOTAL ADDITIONAL WORKING DAYS .....** **Days: 0**

**CONTRACT SUMMARY:**

|                                     |    |            |
|-------------------------------------|----|------------|
| Original Contract Amount            | \$ | 838,430.00 |
| Net change by previous Change Order | \$ | 5,726.00   |
| Net sum prior to this Change Order  | \$ | 844,156.00 |
| Amount of Change Order No. 2        | \$ | 13,535.00  |
| New Contract Sum                    | \$ | 857,691.00 |
| Percentage of Change to Contract    |    | 2.3%       |

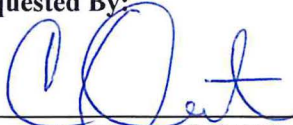
Project: Acoustical Treatments & Ceilings  
Contractor: Southcoast Acoustical Interiors - Contract 13P032-12

Change Order Number: 02  
Page 3 of 3

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

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

Requested By:

  
(SIGNATURE & DATE)

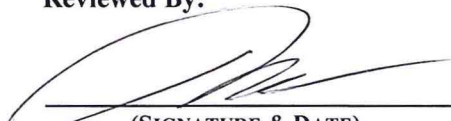
SOUTHCOAST ACOUSTICAL INTERIORS  
AJ ORTEGA  
14980 Hilton Dr.  
Fontana, CA 92336

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:

See attached 

  
(SIGNATURE & DATE)

HILL PARTNERSHIP, INC.  
JULIA JONES  
ARCHITECT

Reviewed By:

(SIGNATURE & DATE)

TILDEN-COIL CONSTRUCTORS, INC.  
DAVID BUTED  
PROJECT MANAGER

Reviewed By:

  
(SIGNATURE & DATE) 5/17/17

TILDEN-COIL CONSTRUCTORS, INC.  
JIMMY RIORDAN  
PROGRAM MANAGER

Project: Acoustical Treatments & Ceilings  
Contractor: Southcoast Acoustical Interiors - Contract 13P032-12

Change Order Number: 02  
Page 3 of 3

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

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

**Requested By:**

**Approved By:**

\_\_\_\_\_  
(SIGNATURE & DATE)  
SOUTHCOAST ACOUSTICAL INTERIORS  
AJ ORTEGA  
14980 Hilton Dr.  
Fontana, CA 92336

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

**Reviewed By:**

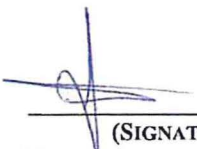
**Reviewed By:**

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

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

**Reviewed By:**

**Reviewed By:**

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

\_\_\_\_\_  
(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  
Acoustical Treatments & Ceilings

Change Order Number: 01

Contract # 13P032-12

To: Southcoast Acoustical Interiors  
14980 Hilton Dr.  
Fontana, CA 92336  
Phone: 909-428-2600  
Fax: 909-428-2602

Date: July 7, 2017

Board Action: (Ratification)

---

**SUMMARY OF CHANGES:**

**Item 1.01**

Building: Fine Arts  
Description: Acceleration of work due to CCD(A)-38.  
Reason: Upon review, it was determined that the canopy columns were required to shift to meet the required distance needed for seismic separation. As a result Southcoast Acoustical was required to accelerate work due to the delay in the DSA review process.  
Benefit: Ensured timely completion of canopies.  
Requested by: Division of State Architects  
CO Type: Agency Driven

**Change Amount:** ..... \$ 3,849.00

Time Extension: .....0 Work days

**Item 1.02**

Building: Fine Arts  
Description: Acceleration of labor for exterior metal ceiling system by Bid Category #12 (BC 12-Acoustical Treatments & Ceilings) 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 Rocky Coast Builders (BC 04) Change Order #12.  
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

Project: Acoustical Treatments & Ceilings  
Contractor: Southcoast Acoustical Interiors - Contract 13P032-12

Change Order Number: 01  
Page 2 of 3

**Item 1.03**

Building: Fine Arts  
Description: Elimination of acoustic ceiling in room 112 of Fine Arts.  
Reason: Upon review, it was determined by Division of State Architects that the ceiling in room 112 was required to be a fire rated ceiling due to the mechanical ducts above. As a result it required steel framing and drywall in lieu of a suspended acoustic ceiling.  
Benefit: Credit back to the College.  
Requested by: Tilden-Coil Constructors, Inc.  
CO Type: Deductive

Change Amount: ..... \$ (753.00)

Time Extension: .....0 Work days

**SUMMARY OF COST:**

TOTAL OF THIS CHANGE ORDER..... **\$5,726.00**

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

**CONTRACT SUMMARY:**

|                                     |    |            |
|-------------------------------------|----|------------|
| Original Contract Amount            | \$ | 838,430.00 |
| Net change by previous Change Order | \$ | -          |
| Net sum prior to this Change Order  | \$ | 838,430.00 |
| Amount of Change Order No. 1        | \$ | 5,726.00   |
| New Contract Sum                    | \$ | 844,156.00 |
| Percentage of Change to Contract    |    | 0.7%       |

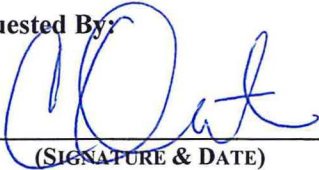
Project: Acoustical Treatments & Ceilings  
Contractor: Southcoast Acoustical Interiors - Contract 13P032-12

Change Order Number: 01  
Page 3 of 3

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

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

Requested By:



(SIGNATURE & DATE)  
SOUTHCOAST ACOUSTICAL INTERIORS  
AJ ORTEGA  
14980 Hilton Dr.  
Fontana, CA 92336

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

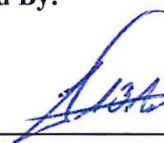
Reviewed By:

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

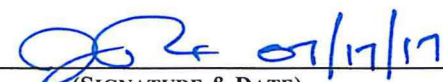
Reviewed By:

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

Reviewed By:

 7/10/17  
(SIGNATURE & DATE)  
TILDEN-COIL CONSTRUCTORS, INC.  
DAVID BUTED  
PROJECT MANAGER

Reviewed By:

 07/17/17  
(SIGNATURE & DATE)  
TILDEN-COIL CONSTRUCTORS, INC.  
JIMMY RIORDAN  
PROGRAM MANAGER

Project: Acoustical Treatments & Ceilings  
Contractor: Southcoast Acoustical Interiors - Contract 13P032-12

Change Order Number: 01  
Page 3 of 3

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

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

**Requested By:**

\_\_\_\_\_  
(SIGNATURE & DATE)  
SOUTHCOAST ACOUSTICAL INTERIORS  
AJ ORTEGA  
14980 Hilton Dr.  
Fontana, CA 92336

**Reviewed By:**

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

**Reviewed By:**

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

**Reviewed By:**

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

**Approved By:**

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

**Reviewed By:**

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

**Reviewed By:**

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



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

**DATE OF CONTRACT: October 2, 2014 / CONTRACT NO.: 13P032-12**

**BID CATEGORY: 12, Acoustical Treatments & Ceilings**

**DOLLAR VALUE: \$838,430.00**

**LIQUIDATED DAMAGES: \$2,500.00 per day**

**CONTRACTOR: Southcoast Acoustical Interiors, Inc.**

**TERM: 738 Calendar Days**

**TIME FOR COMPLETION: \_\_\_\_\_**

**Southcoast Acoustical Interiors, Inc.**

**Address: 14980 Hilton Drive, Fontana, CA 92336**

**Phone: 909-428-2600**

**Fax: 909-428-2602**

## **AGREEMENT**

This Agreement is made and entered into this **2<sup>nd</sup> day of October, 2014**, by and between the **Cerritos Community College District** ("District") and **Southcoast Acoustical Interiors, 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 12, Acoustical Treatments & Ceilings**  
("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-2 and D-50 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:

**Eight Hundred Thirty-Eight Thousand Four Hundred Thirty and 00/100 Dollars**

**(\$ 838,430.00),**

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

**Fine Arts:**

|                                                               |                     |
|---------------------------------------------------------------|---------------------|
| Four-Hundred, Sixty-One Thousand, Two-Hundred, Twenty Dollars | <b>\$461,220.00</b> |
|---------------------------------------------------------------|---------------------|

**CIS/Math:**

|                                                                |                     |
|----------------------------------------------------------------|---------------------|
| Three-Hundred Seventy-Seven Thousand, Two-Hundred, Ten Dollars | <b>\$377,210.00</b> |
|----------------------------------------------------------------|---------------------|

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**

SOUTHCOAST ACOUSTICAL INTERIORS, INC.

By: Arthur Ortega

Title: President

Print Name: Arthur Ortega

**DISTRICT**

CERRITOS COMMUNITY COLLEGE DISTRICT

By: Dr. David El Fattal

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. 13P032-12**

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 **Southcoast Acoustical Interiors, Inc.** with its principal place of business at 14980 Hilton Drive, Fontana, CA 92336 ("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 12** ("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.

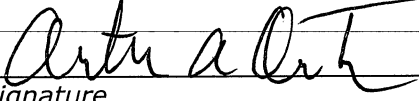
Except as, and to the extent expressly set forth in this Amendment, the parties hereby affirm the terms and provisions of, and affirm the efficacy and primacy of, the original bid documents and related Agreement for the Project. All references to the Agreement in the Agreement for the Project and in 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:**  
**Southcoast Acoustical Interiors, Inc.**

By:

  
Signature

Arthur Ortega, 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: **August 16, 2017**

**Agenda Item No. 12**

**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

|                 |                                                                                                                                                                                                    |
|-----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SUBJECT:</b> | <b>Consideration of Ratification of Change Order No. 1 [Omissions, Agency Driven Changes, Owner Added Scope], (Bid No. 13P032, Category 14), Fix Painting Company, Fine Arts-CIS/Math Building</b> |
|-----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**ACTION**

It is recommended that the Board of Trustees ratify Change Order No. 1 [Omissions, Agency Driven Changes, Owner Added Scope] in the amount of \$8,749 for the Fine Arts-CIS/Math Building project.

**FISCAL IMPACT**

The amount from Change Order No. 1 will be \$8,749, increasing the total contract amount to \$1,005,749. Funding will be allocated from the GO Bond.

**REPORT SUMMARY**

On October 1, 2014, the Board awarded a contract to Fix Painting Company of Woodland Hills, 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 14 of this project represents the Painting 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 \$8,749. The original contract amount approved by the Board was \$997,000. Therefore, Change Order No. 1 is in compliance with Public Contract Code Section 20659. Change Order No. 1 is due to the correction of a design omission by painting the underside of the exterior bridge to ensure an acceptable aesthetic finish. In addition, per Division of State Architect review additional steel was added to Stair No. 3 at the Fine Arts building; the additional steel required paint to match the adjacent finish. Also, Fix Painting Company repainted the repaired door frames on behalf of Design Hardware; this can be referenced per the previously approved Change Order No. 2 submitted by Design Hardware. 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.

|         | <b>Change Order</b> | <b>Date</b>     | <b>Amount</b> | <b>Percentage of Change</b> |
|---------|---------------------|-----------------|---------------|-----------------------------|
| Pending | 1                   | August 16, 2017 | \$8,749       | 0.9%                        |

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. 13P032-14 (Fine Arts Building portion) – Fix Painting Company  
Contract No. 13P032-14 – Fix Painting Company

Project: Cerritos College  
Painting

Change Order Number: 01

Contract # 13P032-14

To: Fix Painting Company  
23003 Ventura Blvd.  
Woodland Hills, CA 91364  
Phone: 818-225-0633  
Fax: 818-225-0284

Date: May 22, 2017

Board Action: (Ratification)

---

**SUMMARY OF CHANGES:**

**Item 1.01**

Building: Fine Arts  
Description: Paint the underside of exterior bridge of the Fine Arts building.  
Reason: Upon review, it was determined that the underside of bridge above the metal panel ceiling was required to be painted to conceal the exposed finish of the metal decking through the ceiling panel.  
Benefit: Ensured an acceptable aesthetic finish.  
Requested by: Hill Partnership, Inc.  
CO Type: Design Omission

**Change Amount:** ..... \$ 4,044.00

Time Extension: .....0 Work days

**Item 1.02**

Building: Fine Arts  
Description: Paint additional steel at stairs.  
Reason: Upon review, it was determined by the Division of State Architect (DSA) that additional steel be added to stair #3 at Fine Arts.  
Benefit: Ensured additional steel match adjacent finish.  
Requested by: Division of State Architect  
CO Type: Agency Driven

**Change Amount:** ..... \$ 740.00

Time Extension: .....0 Work days

Project: Painting  
Contractor: Fix Painting Company - Contract 13P032-14

Change Order Number: 01  
Page 2 of 3

**Item 1.03**

Building: Fine Arts  
Description: Repaint of door frames on behalf of Bid Category #09 (BC 09 - Doors/Frames/Hardware) prime contractor.  
Reason: Upon review, it was determined that the door frames had manufacturer defects and required repairs. As a result, Fix (BC 14) repainted the doors frames on behalf of Design Hardware (BC 09). Reference Design Hardware (BC 09) deductive Change Order #02.  
Benefit: Ensured a quality product be provided.  
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:** ..... **\$ 3,965.00**

Time Extension: ..... 0 Work days

**SUMMARY OF COST:**

**TOTAL OF THIS CHANGE ORDER**..... **\$8,749.00**  
**TOTAL ADDITIONAL WORKING DAYS** ..... **Days: 0**

**CONTRACT SUMMARY:**

|                                     |    |              |
|-------------------------------------|----|--------------|
| Original Contract Amount            | \$ | 997,000.00   |
| Net change by previous Change Order | \$ | -            |
| Net sum prior to this Change Order  | \$ | 997,000.00   |
| Amount of Change Order No. 1        | \$ | 8,749.00     |
| New Contract Sum                    | \$ | 1,005,749.00 |
| Percentage of Change to Contract    |    | 0.9%         |

Project: Painting  
Contractor: Fix Painting Company - Contract 13P032-14

Change Order Number: 01  
Page 3 of 3

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

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

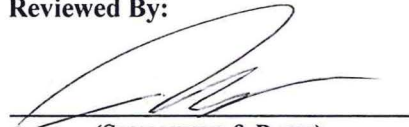
**Requested By:**

  
(SIGNATURE & DATE)  
FIX PAINTING COMPANY  
ANDREAS LOIZU  
23003 Ventura Blvd.  
Woodland Hills, CA 91364

**Approved By:**

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

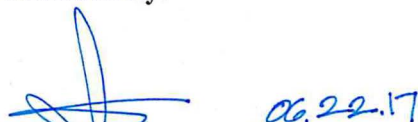
**Reviewed By:**

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

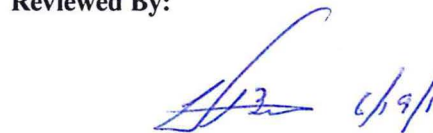
**Reviewed By:**

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

**Reviewed By:**

  
(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.: 13P032-14**

**BID CATEGORY: 14, Painting**

**DOLLAR VALUE: \$997,000.00**

**LIQUIDATED DAMAGES: \$2,500.00 per day**

**CONTRACTOR: Fix Painting Company**

**TERM: 738 Calendar Days**

**TIME FOR COMPLETION: 738 CALENDAR days**

**Fix Painting Company**

**Address: 23003 Ventura Blvd., Woodland Hills, CA 91364**

**Phone: 818-225-0633**

**Fax: 818-225-0284**

## **AGREEMENT**

This Agreement is made and entered into this **2<sup>nd</sup> day of October, 2014**, by and between the **Cerritos Community College District** ("District") and **Fix Painting Company**, ("Contractor") ("Agreement").

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

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

PROJECT: **13P032, Fine Arts-CIS/Math Building**  
**Category 14, Painting**  
("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-33 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 Ninety-Seven Thousand and 00/100 Dollars**

**(\$997,000.00),**

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

**Fine Arts:**

|                                                           |                     |
|-----------------------------------------------------------|---------------------|
| Seven-Hundred, Fifty-Three Thousand, Five-Hundred Dollars | <b>\$753,500.00</b> |
|-----------------------------------------------------------|---------------------|

**CIS/Math:**

|                                                         |                     |
|---------------------------------------------------------|---------------------|
| Two-Hundred, Forty-Three Thousand, Five Hundred Dollars | <b>\$243,500.00</b> |
|---------------------------------------------------------|---------------------|

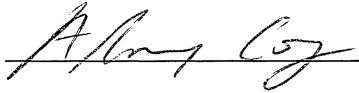
in lawful money of the United States, which sum is to be paid according to the schedule provided by the Contractor and accepted by the District and subject to additions and deductions as provided in the Contract. This amount supersedes any previously stated and/or agreed to amount(s).

- 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**

FIX PAINTING COMPANY

By: 

Title: Owner

Print Name: Andreas Loizu

**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. 13P032-14**

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 **Fix Painting Company** with its principal place of business at 23003 Ventura Blvd., Woodland Hills, CA 91364 ("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 14** ("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.

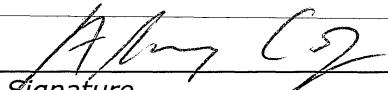
Except as, and to the extent expressly set forth in this Amendment, the parties hereby affirm the terms and provisions of, and affirm the efficacy and primacy of, the original bid documents and related Agreement for the Project. All references to the Agreement in the Agreement for the Project and in 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:**  
**Fix Painting Company**

By:

  
Signature

Andreas Loizu, Owner  
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: **August 16, 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

|                 |                                                                                                                                                                          |
|-----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SUBJECT:</b> | <b>Consideration of Ratification of Change Order No. 2 [Errors, Owner Added Scope], (Bid No. 13P032, Category 14), Fix Painting Company, Fine Arts-CIS/Math Building</b> |
|-----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**ACTION**

It is recommended that the Board of Trustees ratify Change Order No. 2 [Errors, Owner Added Scope] in the amount of \$2,927 for the Fine Arts-CIS/Math Building project.

**FISCAL IMPACT**

The amount from Change Order No. 2 will be \$2,927, increasing the total contract amount to \$1,008,676. Funding will be allocated from the GO Bond.

**REPORT SUMMARY**

On October 1, 2014, the Board awarded a contract to Fix Painting Company of Woodland Hills, 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 14 of this project represents the Painting 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 \$2,927. The original contract amount approved by the Board was \$997,000. Therefore, Change Order No. 2 is in compliance with Public Contract Code Section 20659. Change Order No. 2 is due to the correction of a design error by painting the exposed duct in Room 103 of the CIS/Math building. In addition, Fix Painting Company repainted the repaired door frames on behalf of Design Hardware; this can be referenced per the previously approved Change Order No. 3 submitted by Design Hardware. 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.

|         | <b>Change Order</b> | <b>Date</b>     | <b>Amount</b> | <b>Percentage of Change</b> |
|---------|---------------------|-----------------|---------------|-----------------------------|
| Pending | 2                   | August 16, 2017 | \$2,927       | 1.2%                        |
| Pending | 1                   | August 16, 2017 | \$8,749       | 0.9%                        |

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. 2 to Contract No. 13P032-14 (CIS/Math Building portion) – Fix Painting Company  
Change Order No. 1 to Contract No. 13P032-14 (Fine Arts Building portion) – Fix Painting Company  
Contract No. 13P032-14 – Fix Painting Company

Project: Cerritos College  
Painting

Change Order Number: 02

Contract # 13P032-14

To: Fix Painting Company  
23003 Ventura Blvd.  
Woodland Hills, CA 91364  
Phone: 818-225-0633  
Fax: 818-225-0284

Date: May 22, 2017

Board Action: (Ratification)

---

**SUMMARY OF CHANGES:**

**Item 2.01**

Building: Mathematics / CIS  
Description: Paint the exposed duct in room 103 of the Mathematics / CIS building.  
Reason: Upon review, it was determined that the insulated duct was not acceptable and therefore was changed to exposed duct with lined insulation. As a result, the exposed duct was required to be painted.  
Benefit: Ensured a quality product be provided.  
Requested by: Hill Partnership, Inc.  
CO Type: Design Error

**Change Amount:** ..... \$ 741.00

Time Extension: .....0 Work days

**Item 2.02**

Building: Mathematics / CIS  
Description: Repaint of door frames on behalf of Bid Category #09 (BC 09 – Doors/Frames/Hardware) prime contractor.  
Reason: Upon review, it was determined that the door frames had manufacturer defects and required repairs. As a result, Fix (BC 14) repainted the door frames on behalf of Design Hardware (BC 09). Reference Design Hardware (BC 09) deductive Change Order #03.  
Benefit: Ensured a quality product be provided.  
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:** ..... \$ 2,927.00

Time Extension: .....0 Work days

Project: Painting  
Contractor: Fix Painting Company - Contract 13P032-14

Change Order Number: 02  
Page 2 of 3

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**SUMMARY OF COST:**

**TOTAL OF THIS CHANGE ORDER.....** **\$2,927.00**  
**TOTAL ADDITIONAL WORKING DAYS .....** **Days: 0**

**CONTRACT SUMMARY:**

|                                     |    |              |
|-------------------------------------|----|--------------|
| Original Contract Amount            | \$ | 997,000.00   |
| Net change by previous Change Order | \$ | 8,749.00     |
| Net sum prior to this Change Order  | \$ | 1,005,749.00 |
| Amount of Change Order No. 2        | \$ | 2,927.00     |
| New Contract Sum                    | \$ | 1,008,676.00 |
| Percentage of Change to Contract    |    | 1.2%         |

Project: Painting  
Contractor: Fix Painting Company - Contract 13P032-14

Change Order Number: 02  
Page 3 of 3

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

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

**Requested By:**

  
(SIGNATURE & DATE)

FIX PAINTING COMPANY  
ANDREAS LOIZU  
23003 Ventura Blvd.  
Woodland Hills, CA 91364

**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:**

  
(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: Cerritos College  
Painting

Change Order Number: 01

Contract # 13P032-14

To: Fix Painting Company  
23003 Ventura Blvd.  
Woodland Hills, CA 91364  
Phone: 818-225-0633  
Fax: 818-225-0284

Date: May 22, 2017

Board Action: (Ratification)

---

**SUMMARY OF CHANGES:**

**Item 1.01**

Building: Fine Arts  
Description: Paint the underside of exterior bridge of the Fine Arts building.  
Reason: Upon review, it was determined that the underside of bridge above the metal panel ceiling was required to be painted to conceal the exposed finish of the metal decking through the ceiling panel.  
Benefit: Ensured an acceptable aesthetic finish.  
Requested by: Hill Partnership, Inc.  
CO Type: Design Omission

**Change Amount:** ..... \$ 4,044.00

Time Extension: .....0 Work days

**Item 1.02**

Building: Fine Arts  
Description: Paint additional steel at stairs.  
Reason: Upon review, it was determined by the Division of State Architect (DSA) that additional steel be added to stair #3 at Fine Arts.  
Benefit: Ensured additional steel match adjacent finish.  
Requested by: Division of State Architect  
CO Type: Agency Driven

**Change Amount:** ..... \$ 740.00

Time Extension: .....0 Work days

Project: Painting  
Contractor: Fix Painting Company - Contract 13P032-14

Change Order Number: 01  
Page 2 of 3

**Item 1.03**

Building: Fine Arts  
Description: Repaint of door frames on behalf of Bid Category #09 (BC 09 - Doors/Frames/Hardware) prime contractor.  
Reason: Upon review, it was determined that the door frames had manufacturer defects and required repairs. As a result, Fix (BC 14) repainted the doors frames on behalf of Design Hardware (BC 09). Reference Design Hardware (BC 09) deductive Change Order #02.  
Benefit: Ensured a quality product be provided.  
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:** ..... **\$ 3,965.00**

Time Extension: ..... 0 Work days

**SUMMARY OF COST:**

**TOTAL OF THIS CHANGE ORDER**..... **\$8,749.00**  
**TOTAL ADDITIONAL WORKING DAYS** ..... **Days: 0**

**CONTRACT SUMMARY:**

|                                     |    |              |
|-------------------------------------|----|--------------|
| Original Contract Amount            | \$ | 997,000.00   |
| Net change by previous Change Order | \$ | -            |
| Net sum prior to this Change Order  | \$ | 997,000.00   |
| Amount of Change Order No. 1        | \$ | 8,749.00     |
| New Contract Sum                    | \$ | 1,005,749.00 |
| Percentage of Change to Contract    |    | 0.9%         |

Project: Painting  
Contractor: Fix Painting Company - Contract 13P032-14

Change Order Number: 01  
Page 3 of 3

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

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

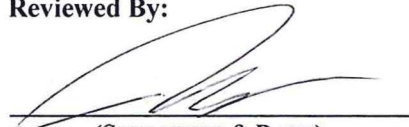
**Requested By:**

  
(SIGNATURE & DATE)  
FIX PAINTING COMPANY  
ANDREAS LOIZU  
23003 Ventura Blvd.  
Woodland Hills, CA 91364

**Approved By:**

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

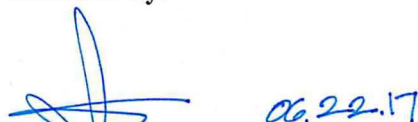
**Reviewed By:**

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

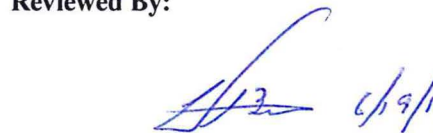
**Reviewed By:**

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

**Reviewed By:**

  
(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.: 13P032-14**

**BID CATEGORY: 14, Painting**

**DOLLAR VALUE: \$997,000.00**

**LIQUIDATED DAMAGES: \$2,500.00 per day**

**CONTRACTOR: Fix Painting Company**

**TERM: 738 Calendar Days**

**TIME FOR COMPLETION: 738 CALENDAR days**

**Fix Painting Company**

**Address: 23003 Ventura Blvd., Woodland Hills, CA 91364**

**Phone: 818-225-0633**

**Fax: 818-225-0284**

## **AGREEMENT**

This Agreement is made and entered into this **2<sup>nd</sup> day of October, 2014**, by and between the **Cerritos Community College District** ("District") and **Fix Painting Company**, ("Contractor") ("Agreement").

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

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

PROJECT: **13P032, Fine Arts-CIS/Math Building**  
**Category 14, Painting**  
("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-33 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 Ninety-Seven Thousand and 00/100 Dollars**

**(\$997,000.00),**

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

**Fine Arts:**

|                                                           |                     |
|-----------------------------------------------------------|---------------------|
| Seven-Hundred, Fifty-Three Thousand, Five-Hundred Dollars | <b>\$753,500.00</b> |
|-----------------------------------------------------------|---------------------|

**CIS/Math:**

|                                                         |                     |
|---------------------------------------------------------|---------------------|
| Two-Hundred, Forty-Three Thousand, Five Hundred Dollars | <b>\$243,500.00</b> |
|---------------------------------------------------------|---------------------|

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**

FIX PAINTING COMPANY

By: Andreas Loizu

Title: Owner

Print Name: Andreas Loizu

**DISTRICT**

CERRITOS COMMUNITY COLLEGE DISTRICT

By: Dr. David El Fattal

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. 13P032-14**

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 **Fix Painting Company** with its principal place of business at 23003 Ventura Blvd., Woodland Hills, CA 91364 ("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 14** ("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.

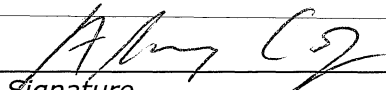
Except as, and to the extent expressly set forth in this Amendment, the parties hereby affirm the terms and provisions of, and affirm the efficacy and primacy of, the original bid documents and related Agreement for the Project. All references to the Agreement in the Agreement for the Project and in 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:**  
**Fix Painting Company**

By:

  
Signature

Andreas Loizu, Owner  
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: **August 16, 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

|                 |                                                                                                                                                                             |
|-----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SUBJECT:</b> | <b>Consideration of Ratification of Change Order No. 3 [Deductive Credit],<br/>(Bid No. 13P032, Category 16), Kincaid Industries, Inc., Fine Arts-CIS/Math<br/>Building</b> |
|-----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**ACTION**

It is recommended that the Board of Trustees ratify Change Order No. 3 [Deductive Credit] in the deductive amount of \$540 for the Fine Arts-CIS/Math Building project.

**FISCAL IMPACT**

The deductive amount from Change Order No. 3 will be \$540, decreasing the total contract amount to \$366,630. Funding will be reallocated to 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 deductive amount for the attached item in Change Order No. 3 is \$540. The original contract amount approved by the Board was \$350,000. Therefore, Change Order No. 3 is in compliance with Public Contract Code Section 20659. Change Order No. 3 is due to Southcoast Acoustical Interiors, Inc. repairing the damage to the acoustical ceiling system on behalf of Kincaid Industries; the additive charge for the repairs will be reflected in a future change order from Southcoast Acoustical. 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.

|         | <b>Change Order</b> | <b>Date</b>     | <b>Amount</b> | <b>Percentage of Change</b> |
|---------|---------------------|-----------------|---------------|-----------------------------|
| Pending | 3                   | August 16, 2017 | (\$540)       | 4.8%                        |
|         | 2                   | July 19, 2017   | \$2,539       | 4.9%                        |
|         | 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. 3 to Contract No. 13P032-16 (CIS/Math Building portion) – Kincaid Industries, Inc.  
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: 03

Contract # 13P032-16

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

Date: July 6, 2017

Board Action: (Ratification)

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**SUMMARY OF CHANGES:**

**Item 3.01**

Building: Mathematics / CIS  
Description: Repairs to acoustical ceiling systems by various trades.  
Reason: Upon review, it was determined that ceiling tile and grid was damaged by Kincaid (BC 16-Fire Protection). As a result, the ceiling system was repaired by Southcoast (BC 12-Acoustical Treatments & Ceilings). Reference Southcoast Acoustical (BC 12) Change Order #03.  
Benefit: Ensured quality installation of acoustical ceiling systems.  
Requested by: Tilden-Coil Constructors, Inc.  
CO Type: Backcharge. The total of both change orders is a net \$0.00 cost to the District.

Change Amount: ..... \$ (540.00)

Time Extension: ..... 0 Work days

**SUMMARY OF COST:**

TOTAL OF THIS CHANGE ORDER..... **\$(540.00)**

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

**CONTRACT SUMMARY:**

|                                     |    |            |
|-------------------------------------|----|------------|
| Original Contract Amount            | \$ | 350,000.00 |
| Net change by previous Change Order | \$ | 17,170.00  |
| Net sum prior to this Change Order  | \$ | 367,170.00 |
| Amount of Change Order No. 3        | \$ | (540.00)   |
| New Contract Sum                    | \$ | 366,630.00 |

Percentage of Change to Contract 4.8%

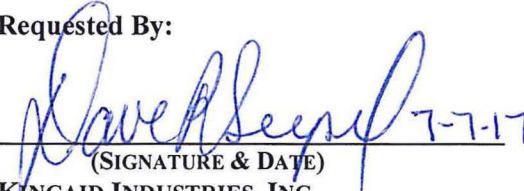
Project: Fire Protection  
Contractor: Kincaid Industries, Inc. - Contract 13P032-16

Change Order Number: 03  
Page 2 of 2

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

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

Requested By:

  
(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

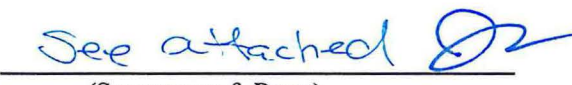
Reviewed By:

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

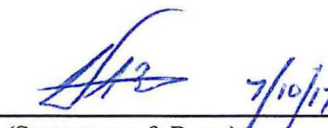
Reviewed By:

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

Reviewed By:

  
(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: Fire Protection  
Contractor: Kincaid Industries, Inc. - Contract 13P032-16

Change Order Number: 03  
Page 2 of 2

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

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

**Requested By:**

**Approved By:**

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

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

**Reviewed By:**

**Reviewed By:**

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

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

**Reviewed By:**

**Reviewed By:**

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

\_\_\_\_\_  
(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  
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:**

  
(SIGNATURE & DATE)

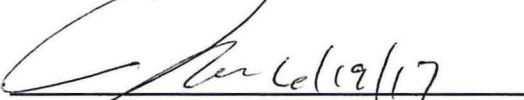
KINCAID INDUSTRIES, INC.  
DAVE SEIPEL  
31-065 Plantation Drive  
Thousand Palms, CA 92276

**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:**

  
(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: Fire Protection  
Contractor: Kincaid Industries, Inc. - Contract 13P032-16

Change Order Number: 02  
Page 2 of 2

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

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

**Requested By:**

  
(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

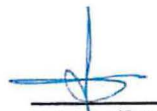
**Reviewed By:**

\_\_\_\_\_  
(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:**

  
(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: 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%       |

Project: Fire Protection  
Contractor: Kincaid Industries, Inc. - Contract 13P032-16

Change Order Number: 01  
Page 3 of 3

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

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

Requested By:

 6/8/17  
(SIGNATURE & DATE)

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

Approved By:

\_\_\_\_\_  
(SIGNATURE & DATE)

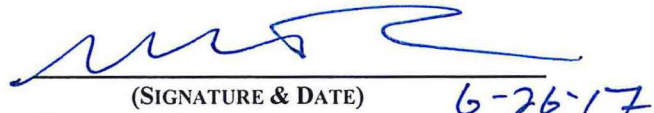
CERRITOS COLLEGE  
FELIPE LOPEZ  
VICE PRESIDENT OF BUSINESS SERVICES

Reviewed By:

 6/19/17  
(SIGNATURE & DATE)

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

Reviewed By:

 6-26-17  
(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

Project: Fire Protection  
Contractor: Kincaid Industries, Inc. - Contract 13P032-16

Change Order Number: 01  
Page 3 of 3

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

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

Requested By:

  
(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:

  
(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 **2<sup>nd</sup> 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 | <b>\$210,500.00</b> |
|-------------------------------------------------|---------------------|

**CIS/Math:**

|                                                         |                     |
|---------------------------------------------------------|---------------------|
| One-Hundred, Thirty-Nine Thousand, Five-Hundred Dollars | <b>\$139,500.00</b> |
|---------------------------------------------------------|---------------------|

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

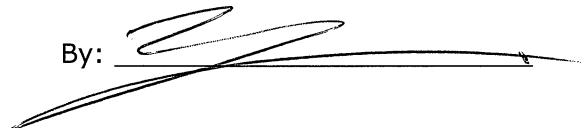
unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

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 FATIHAL  
VICE PRESIDENT OF BUSINESS SERVICES  
*Typed or Printed Name, & Title*

# CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **August 16, 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

|                                                                                                                                           |
|-------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SUBJECT:</b> <b>Consideration of Approval of Notice of Completion for Bid No. 13P032,<br/>Category 04, Fine Arts-CIS/Math Building</b> |
|-------------------------------------------------------------------------------------------------------------------------------------------|

**ACTION**

It is recommended that the Board of Trustees approve the Notice of Completion for Rocky Coast Builders, Inc. of Escondido, California for the Fine Arts-CIS/Math Building, Category 04 project at Cerritos Community College District as presented.

**FISCAL IMPACT**

The total final contract amount was \$7,604,470 which was paid by the G.O. Bond.

**REPORT SUMMARY**

Cerritos College issued a contract to Rocky Coast Builders, 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 – Rocky Coast Builders, 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 04** contract for the doing of which was heretofore entered into on the **1<sup>st</sup> of October, 2014** which contract was made with **Rocky Coast Builders, Inc.**, contract number **13P032-04**, as contractor; that said improvements were completed on the **15<sup>th</sup> of February, 2017**, and accepted by formal action of the governing board of said DISTRICT on the **16<sup>th</sup> of August, 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 **Liberty Mutual Insurance 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: **August 16, 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

|                                                                                                                                           |
|-------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SUBJECT:</b> <b>Consideration of Approval of Notice of Completion for Bid No. 13P032,<br/>Category 18, Fine Arts-CIS/Math Building</b> |
|-------------------------------------------------------------------------------------------------------------------------------------------|

**ACTION**

It is recommended that the Board of Trustees approve the Notice of Completion for Emphyrean Plumbing, Inc. of Riverside, California for the Fine Arts-CIS/Math Building, Category 18 project at Cerritos Community College District as presented.

**FISCAL IMPACT**

The total final contract amount was \$2,159,738 which was paid by the G.O. Bond.

**REPORT SUMMARY**

Cerritos College issued a contract to Emphyrean Plumbing, 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 – Emphyrean Plumbing, 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 18** contract for the doing of which was heretofore entered into on the **1<sup>st</sup> of October, 2014** which contract was made with **Empyrean Plumbing, Inc.**, contract number **13P032-18**, as contractor; that said improvements were completed on the **15<sup>th</sup> of February, 2017**, and accepted by formal action of the governing board of said DISTRICT on the **16<sup>th</sup> of August, 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 **The Ohio Casualty Insurance 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: **August 16, 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

|                                                                                                                                                                                                                             |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>SUBJECT:</b>      <b>Consideration of Approval of Resolution No. 17-0816A, Adopting Revised Formal Bid Prequalification Package and Uniform System of Rating Pursuant to Public Contract Code Section 20651.5</b></p> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**ACTION**

It is recommended that the Board of Trustees approve Resolution No. 17-0816A, authorizing Cerritos College to prequalify certain prospective bidders through the submittal of a revised standardized questionnaire and financial statement prior to formally bidding on specific construction projects.

**FISCAL IMPACT**

There is no cost to Cerritos College for prospective bidders to prequalify.

**REPORT SUMMARY**

California Public Contract Code Section 20651.5 permits the governing board of any community college district to require prospective bidders for a contract, as described under Section 20651 et seq., to complete and submit to the district a standardized questionnaire and financial statement in a form specified by the district, including a complete statement of the prospective bidder's financial ability and experience in performing public works.

On April 20, 2011, the Board of Trustees authorized Cerritos Community College District to adopt the formal bid prequalification procedures and rating system that is authorized by and in compliance with the requirements set forth in Public Contract Code Section 20651.5. The prequalification package is completed in advance by select trade categories competing for specific construction projects that are formally bid. The Formal Bid Prequalification Package requests select trade categories to disclose information relating to certain areas to include, but not limited to:

- Experience with public education construction projects
- Quality and timeliness of past performance
- Reliability and responsibility
- Safety record
- Compliance with wage, hours, and other fair labor standards
- Integrity and business ethics for the firm and its key personnel
- Financial and operational capability

On October 7, 2015, through Resolution No. 15-1007A, the Board approved a revised Formal Bid Prequalification Package that included clearer instructions to contractors, ease of use of completing the form electronically, inclusion of new mandatory requirements (i.e., DIR registration number), additional and better organization of Mandatory Evaluation Criteria, updating of insurance requirements, and updating of the Evaluation Worksheet to make it clearer and more impartial and objective. The revised Formal Bid Prequalification Package was implemented for calendar year 2016.

Among the prequalification criteria contained within the Formal Bid Qualification Package was the Qualification Limit, which was designed to be one indicator of a bidder's financial strength. The Qualification Limit is determined by the lesser of the following values: (1) the average dollar value of the bidder's three largest public education projects within the last five years or (2) ten times the bidder's current working capital. Bidders are also required to provide an audited or reviewed financial statement, as well as letters from their current sureties indicating the bonding limits on a single project basis and on an aggregate basis.

On December 7, 2016, through Resolution No. 16-1207A, the Board approved a revision to the method of determining the Qualification Limit for prequalified contractors for the Health and Wellness Complex due to the potential for a limited pool of available bidders as a result of the high dollar value for the various bid categories. Staff's recommendation was to determine the Qualification Limit on prospective bidders for the aforementioned project based upon bonding limits provided by each contractor's surety, rather than the previous method used, as noted above.

Staff finds that several future projects will be similar in size and scope, and in some cases will exceed the above-referenced project in dollar value. Therefore, College staff recommends that the Board of Trustees approve the revised Formal Bid Prequalification Package to authorize Cerritos College to prequalify prospective bidders and determine their Qualification Limits based upon the bonding limits provided by each contractor's surety, rather than the previous method used. This action will allow for greater competition among qualified contractors while still ensuring quality and performance of future formally bid public works projects. The revised Formal Bid Prequalification Package would be implemented for calendar year 2018.

#### **NOTICING REQUIREMENTS**

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

#### **ATTACHMENT(S)**

Resolution No. 17-0816A

Exhibit A – Draft of Formal Bid Prequalification Instructions and Application, Third Revision

Exhibit B – Draft of Evaluation Worksheet, First Revision

Exhibit C – Draft of Reference Verification Form

**CERRITOS COMMUNITY COLLEGE DISTRICT**

**RESOLUTION NO 17-0816A**

**RESOLUTION OF THE BOARD OF TRUSTEES  
OF THE CERRITOS COMMUNITY COLLEGE DISTRICT  
ADOPTING REVISED FORMAL BID PREQUALIFICATION PACKAGE AND  
UNIFORM SYSTEM OF RATING  
PURSUANT TO PUBLIC CONTRACT CODE SECTION 20651.5**

**WHEREAS**, the Cerritos Community College District ("District") desires to continue to prequalify potential bidders for construction projects that are formally bid; and

**WHEREAS**, the College has prequalified contractors for its formally bid public works projects in the past and wishes now to update its prequalification process and its prequalification documents effective for calendar year 2018; and

**WHEREAS**, Public Contract Code Section 20651.5 authorizes community college districts to require prospective bidders to submit a standardized questionnaire and financial statement prior to bidding on specific construction projects; and

**WHEREAS**, College staff has developed a revised standardized questionnaire and financial statement in accordance with Public Contract Code Section 20651.5 (collectively "Prequalification Package"); and

**WHEREAS**, the Prequalification Package includes a process for potential bidders to appeal certain decisions with respect to the prequalification process ("Appeal Process"); and

**WHEREAS**, Public Contract Code Section 20651.5 requires the College to adopt a uniform system of rating bidders based upon the basis of the completed the Prequalification Package; and

**WHEREAS**, College staff has developed a uniform system of rating potential bidders based upon the completed Prequalification Packages ("Rating System"); and

**WHEREAS**, the College staff desires to prequalify certain prospective bidders and determine their Qualification Limit based on bonding limits provided by their sureties, rather than the previous method used; and

**WHEREAS**, based on the facts and evidence presented by College staff, the Board of Trustees finds that authorizing the College to prequalify bidders and determine their Qualification Limit based on bonding limits provided by their sureties will allow for greater competition among qualified contractors while still ensuring quality and performance for future formally bid public works projects; and

**WHEREAS**, the College desires to adopt the revised Prequalification Package, attached hereto as Exhibit A, Formal Bid Prequalification Instructions and Application; and

**WHEREAS**, the District desires to adopt the revised Rating System detailed in the Prequalification Evaluation Form attached hereto as Exhibit B, Evaluation Worksheet.

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

- Section 1. The Board of Trustees finds and determines that all of the recitals set forth above are adopted as true and correct.
- Section 2. That the Prequalification Package and Rating System are authorized pursuant to Public Contract Code Section 20651.5.
- Section 3. The Board of Trustees delegates to the President/Superintendent, or his designee, authority to implement a Prequalification Process consistent with the Prequalification Package, Rating System, and Public Contract Code Section 20651.5.
- Section 5. That this Resolution No. 17-0816A shall take effect immediately upon its adoption.

**APPROVED, PASSED AND ADOPTED** by the Board of Trustees of the Cerritos Community College District on this 16<sup>th</sup> day of August, 2017, by the following vote:

AYES:

NOES:

ABSTENTIONS:

---

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

Attested to:

---

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

# **CERRITOS COLLEGE**

Regular Meeting of the Board of Trustees

Meeting Date: **August 16, 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

|                                                                                                |
|------------------------------------------------------------------------------------------------|
| <b>SUBJECT:</b> <b>Consideration of Approval of Purchase Orders for the Month of June 2017</b> |
|------------------------------------------------------------------------------------------------|

**ACTION**

It is recommended that the Board of Trustees approve the purchase orders processed during the month of June 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 June 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)**

June 2017 – Purchase Order Report

Report ID: LAPO009C

District: 64360

Purchase Orders/Buyouts To The Board for Ratification From : 07/01/2016 To 06/30/2017

Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified

## Board List Purchase Order Report

## CERRITOS COLLEGE

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|----------|------------|------|------|------------|--------------------------------|-------------------------------|--------------------------------|------|---------|--------------------------------|-------|------|---------|-------|-----------|-----------|
| PO Date  | PO #       | Stat | Ord# | Date       | Vendor Name                    | Description                   | Dept/Site                      | Fund | Res.Prj | Goal                           | Funct | Obj  | Sch/Loc | BP    | Amount    | PO Amt    |
| 06/01/17 | 0000065387 | C    |      | 06/01/2017 | RAN GRAPHICS                   | NON-INSTRUCTIONAL<br>SUPPLIES | Museums-Galleri<br>es          | 01.0 | 00000.0 | 00000                          | 02520 | 4550 | 6140000 | 16-17 | 800.00    |           |
|          |            |      |      | 06/01/2017 |                                |                               | 0000065387                     |      |         | RAN GRAPHICS                   |       |      |         |       |           | 800.00    |
| 06/01/17 | 0000065388 | C    |      | 06/01/2017 | OFFICE<br>DEPOT/BUSINESS       | MISCELLANEOUS                 | Business and<br>Management     | 01.3 | 00000.0 | 05100                          | 70200 | 4320 | 0500000 | 16-17 | 106.13    |           |
|          |            |      |      | 06/01/2017 |                                |                               | 0000065388                     |      |         | OFFICE DEPOT/BUSINESS SVCS DIV |       |      |         |       |           | 106.13    |
| 06/01/17 | 0000065389 | C    |      | 06/01/2017 | M-F ATHLETIC                   | MISCELLANEOUS                 | Education                      | 01.3 | 00000.0 | 05600                          | 70200 | 4320 | 0800000 | 16-17 | 441.37    |           |
|          |            |      |      | 06/01/2017 |                                |                               | 0000065389                     |      |         | M-F ATHLETIC                   |       |      |         |       |           | 441.37    |
| 06/01/17 | 0000065390 | A    |      | 06/01/2017 | PATTERSON DENTAL<br>COMPANY    | HEALTH SUPP/EQUIP             | Eng and Rel<br>Tech (Ind Tech) | 01.3 | 00000.0 | 00000                          | 70260 | 4320 | 0900000 | 16-17 | 18,630.20 |           |
|          |            |      |      | 06/01/2017 |                                |                               | 0000065390                     |      |         | PATTERSON DENTAL COMPANY       |       |      |         |       |           | 18,630.20 |
| 06/01/17 | 0000065391 | A    |      | 06/01/2017 | ABLENET, INC.                  | HEALTH SUPP/EQUIP             | Eng and Rel<br>Tech (Ind Tech) | 01.3 | 00000.0 | 00000                          | 70260 | 4320 | 0900000 | 16-17 | 6,080.02  |           |
|          |            |      |      | 06/01/2017 |                                |                               | 0000065391                     |      |         | ABLENET, INC.                  |       |      |         |       |           | 6,080.02  |
| 06/01/17 | 0000065392 | A    |      | 06/01/2017 | HIGHER EDUCATION<br>USER GROUP | MISCELLANEOUS                 | District                       | 01.0 | 00000.0 | 00000                          | 00000 | 9330 | 0000000 | 16-17 | 1,600.00  |           |
|          |            |      |      | 06/01/2017 |                                |                               | 0000065392                     |      |         | HIGHER EDUCATION USER GROUP    |       |      |         |       |           | 1,600.00  |
| 06/01/17 | 0000065393 | C    |      | 06/01/2017 | ARCEO, SHIRLEY                 | NON-INSTRUCTIONAL<br>SUPPLIES | School Relations               | 01.0 | 00000.0 | 00000                          | 03320 | 4550 | 6493000 | 16-17 | 33.96     |           |
|          |            |      |      | 06/01/2017 |                                |                               | 0000065393                     |      |         | ARCEO, SHIRLEY                 |       |      |         |       |           | 33.96     |
| 06/01/17 | 0000065394 | C    |      | 06/01/2017 | NAFSA MEMBERSHIP               | MEMBERSHIPS                   | Fiscal<br>Operations           | 01.0 | 00000.0 | 00000                          | 04200 | 5310 | 6721000 | 16-17 | 459.00    |           |
|          |            |      |      | 06/01/2017 |                                |                               | 0000065394                     |      |         | NAFSA MEMBERSHIP               |       |      |         |       |           | 459.00    |
| 06/01/17 | 0000065395 | C    | 1    | 06/06/2017 | COLUMBIA<br>DENTOFORM          | HEALTH SUPP/EQUIP             | Eng and Rel<br>Tech (Ind Tech) | 01.3 | 00000.0 | 00000                          | 70260 | 4320 | 0900000 | 16-17 | 5,821.23  |           |
|          |            |      |      | 06/01/2017 |                                |                               | 0000065395                     |      |         | COLUMBIA DENTOFORM             |       |      |         |       |           | 5,821.23  |

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|----------|------------|------|------|------------|-------------------------|----------------------------|-----------------------------|------|---------|------------------------------------------|-------|------|---------|-------|-----------|-----------|
| PO Date  | PO #       | Stat | Ord# | Date       | Vendor Name             | Description                | Dept/Site                   | Fund | Res.Prj | Goal                                     | Funct | Obj  | Sch/Loc | BP    | Amount    | PO Amt    |
| 06/01/17 | 0000065396 | C    |      | 06/01/2017 | YALE CHASE MATERIALS    | MISCELLANEOUS              | Purchasing                  | 01.0 | 00000.0 | 00000                                    | 04300 | 6420 | 6722000 | 16-17 | 30,541.49 |           |
|          |            |      |      | 06/01/2017 |                         |                            | 0000065396                  |      |         | YALE CHASE MATERIALS                     |       |      |         |       |           | 30,541.49 |
| 06/01/17 | 0000065397 | C    |      | 06/12/2017 | COMPOSITES ONE          | PLASTICS SUPP/EQUIP        | Eng and Rel Tech (Ind Tech) | 01.3 | 00000.0 | 01000                                    | 71646 | 4320 | 0900000 | 16-17 | 303.41    |           |
|          |            |      |      | 06/01/2017 |                         |                            | 0000065397                  |      |         | COMPOSITES ONE                           |       |      |         |       |           | 303.41    |
| 06/01/17 | 0000065398 | A    |      | 06/01/2017 | POCKET NURSE            | HEALTH SUPP/EQUIP          | Eng and Rel Tech (Ind Tech) | 01.3 | 00000.0 | 00000                                    | 70260 | 6410 | 0900000 | 16-17 | 12,506.25 |           |
|          |            |      |      |            |                         |                            |                             | 01.3 | 00000.0 | 00000                                    | 70260 | 6450 | 0900000 | 16-17 | 2,718.75  |           |
|          |            |      |      | 06/01/2017 |                         |                            | 0000065398                  |      |         | POCKET NURSE                             |       |      |         |       |           | 15,225.00 |
| 06/01/17 | 0000065399 | A    |      | 06/01/2017 | WOODCRAFT               | HEALTH SUPP/EQUIP          | Eng and Rel Tech (Ind Tech) | 01.3 | 00000.0 | 00000                                    | 70260 | 4320 | 0900000 | 16-17 | 1,761.49  |           |
|          |            |      |      | 06/01/2017 |                         |                            | 0000065399                  |      |         | WOODCRAFT                                |       |      |         |       |           | 1,761.49  |
| 06/01/17 | 0000065400 | C    |      | 06/21/2017 | BANK OF AMERICA         | HEALTH SUPP/EQUIP          | Eng and Rel Tech (Ind Tech) | 01.3 | 00000.0 | 00000                                    | 70260 | 4320 | 0900000 | 16-17 | 358.99    |           |
|          |            |      |      | 06/01/2017 |                         |                            | 0000065400                  |      |         | BANK OF AMERICA                          |       |      |         |       |           | 358.99    |
| 06/01/17 | 0000065401 | C    |      | 06/01/2017 | EXACTA DENTAL PRODUCTS  | HEALTH SUPP/EQUIP          | Eng and Rel Tech (Ind Tech) | 01.3 | 00000.0 | 00000                                    | 70260 | 4320 | 0900000 | 16-17 | 2,236.79  |           |
|          |            |      |      | 06/01/2017 |                         |                            | 0000065401                  |      |         | EXACTA DENTAL PRODUCTS                   |       |      |         |       |           | 2,236.79  |
| 06/01/17 | 0000065402 | A    |      | 06/01/2017 | KI                      | NON-INSTRUCTIONAL SUPPLIES | Oth Instr Sup Services      | 01.3 | 00000.0 | 00000                                    | 70200 | 4550 | 6190000 | 16-17 | 391.84    |           |
|          |            |      |      | 06/01/2017 |                         |                            | 0000065402                  |      |         | KI                                       |       |      |         |       |           | 391.84    |
| 06/01/17 | 0000065403 | C    |      | 06/01/2017 | CALIFORNIA COLLEGES FOR | MEMBERSHIPS                | Fiscal Operations           | 01.0 | 00000.0 | 00000                                    | 04200 | 5310 | 6721000 | 16-17 | 450.00    |           |
|          |            |      |      | 06/01/2017 |                         |                            | 0000065403                  |      |         | CALIFORNIA COLLEGES FOR INTERNATIONAL ED |       |      |         |       |           | 450.00    |
| 06/01/17 | 0000065404 | C    |      | 06/01/2017 | RODGER'S CATERING       | MISCELLANEOUS              | Counseling-Guid ance        | 01.0 | 00000.0 | 00100                                    | 03400 | 4550 | 6310000 | 16-17 | 1,840.87  |           |

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|----------|------------|------|------|------------|-------------------------------|-------------------------|-----------------------------|-------------------------------|---------|-------|-------|------|---------|-------|-----------|-----------|
| PO Date  | PO #       | Stat | Ord# | Date       | Vendor Name                   | Description             | Dept/Site                   | Fund                          | Res.Prj | Goal  | Funct | Obj  | Sch/Loc | BP    | Amount    | PO Amt    |
|          |            |      |      |            |                               | 06/01/2017              | 0000065404                  | RODGER'S CATERING             |         |       |       |      |         |       |           | 1,840.87  |
| 06/01/17 | 0000065405 | C    |      | 06/01/2017 | IMAGE 2000, INC.              | MISCELLANEOUS           | Purchasing                  | 01.0                          | 00000.0 | 00100 | 04300 | 5810 | 6722000 | 16-17 | 5,258.52  |           |
|          |            |      |      |            |                               | 06/01/2017              | 0000065405                  | IMAGE 2000, INC.              |         |       |       |      |         |       |           | 5,258.52  |
| 06/01/17 | 0000065406 | C    |      | 06/02/2017 | FERNANDEZ, CHRISTINA          | LABORATORY SUPP/EQUIP   | Photography                 | 01.0                          | 00000.0 | 00100 | 02520 | 4325 | 1063000 | 16-17 | 130.46    |           |
|          |            |      |      |            |                               | 06/01/2017              | 0000065406                  | FERNANDEZ, CHRISTINA          |         |       |       |      |         |       |           | 130.46    |
| 06/01/17 | 0000065407 | A    |      | 06/09/2017 | HAAS FACTORY OUTLET           | MACHINE SHOP SUPP/EQUIP | Eng and Rel Tech (Ind Tech) | 01.3                          | 00000.0 | 00000 | 70260 | 6410 | 0900000 | 16-17 | 49,000.18 |           |
|          |            |      |      |            |                               |                         |                             | 01.3                          | 00000.0 | 00000 | 70260 | 6450 | 0900000 | 16-17 | -2,570.59 |           |
|          |            |      |      |            |                               | 06/01/2017              | 0000065407                  | HAAS FACTORY OUTLET           |         |       |       |      |         |       |           | 46,429.59 |
| 06/01/17 | 0000065408 | C    |      | 06/06/2017 | COMPUTERLAND - SILICON VALLEY | SOFTWARE                | Fine & Applied Arts         | 01.3                          | 00000.0 | 00000 | 71600 | 6310 | 1051000 | 16-17 | 6,750.00  |           |
|          |            |      |      |            |                               | 06/01/2017              | 0000065408                  | COMPUTERLAND - SILICON VALLEY |         |       |       |      |         |       |           | 6,750.00  |
| 06/01/17 | 0000065409 | A    |      | 06/02/2017 | WATANABE, SUSAN               | LABORATORY SUPP/EQUIP   | Theater                     | 01.0                          | 00000.0 | 00100 | 02520 | 4325 | 1055000 | 16-17 | 148.19    |           |
|          |            |      |      |            |                               | 06/01/2017              | 0000065409                  | WATANABE, SUSAN               |         |       |       |      |         |       |           | 148.19    |
| 06/02/17 | 0000065410 | C    |      | 06/02/2017 | PLANET BIDS, INC.             | CONTRACTED SERVICES     | Purchasing                  | 01.0                          | 00000.0 | 00000 | 04300 | 5810 | 6722000 | 16-17 | 23,875.00 |           |
|          |            |      |      |            |                               | 06/02/2017              | 0000065410                  | PLANET BIDS, INC.             |         |       |       |      |         |       |           | 23,875.00 |
| 06/03/17 | 0000065411 | C    |      | 06/03/2017 | LIEBERT CASSIDY WHITMORE      | CONFERENCE AND TRAVEL   | Human Resources             | 01.0                          | 00000.0 | 00300 | 05100 | 5210 | 6730000 | 16-17 | 375.00    |           |
|          |            |      |      |            |                               | 06/03/2017              | 0000065411                  | LIEBERT CASSIDY WHITMORE      |         |       |       |      |         |       |           | 375.00    |
| 06/03/17 | 0000065412 | C    |      | 06/03/2017 | LIEBERT CASSIDY WHITMORE      | CONFERENCE AND TRAVEL   | Human Resources             | 01.0                          | 00000.0 | 00300 | 05100 | 5210 | 6730000 | 16-17 | 70.00     |           |
|          |            |      |      |            |                               | 06/03/2017              | 0000065412                  | LIEBERT CASSIDY WHITMORE      |         |       |       |      |         |       |           | 70.00     |

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Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified

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|----------|------------|------|------|------------|--------------------------------|-----------------------|-----------------------------|------|---------|------------------------------------------|-------|------|---------|-------|----------|----------|
| PO Date  | PO #       | Stat | Ord# | Date       | Vendor Name                    | Description           | Dept/Site                   | Fund | Res.Prj | Goal                                     | Funct | Obj  | Sch/Loc | BP    | Amount   | PO Amt   |
| 06/03/17 | 0000065413 | C    | 2    | 06/14/2017 | LIEBERT CASSIDY WHITMORE       | CONFERENCE AND TRAVEL | Human Resources             | 01.0 | 00000.0 | 00300                                    | 05100 | 5210 | 6730000 | 16-17 | 375.00   |          |
|          |            |      |      | 06/03/2017 |                                |                       | 0000065413                  |      |         | LIEBERT CASSIDY WHITMORE                 |       |      |         |       |          | 375.00   |
| 06/03/17 | 0000065414 | C    |      | 06/03/2017 | ASSOCIATION OF CALIFORNIA COMM | CONFERENCE AND TRAVEL | Student Personnel           | 01.0 | 00000.0 | 00000                                    | 03100 | 5210 | 6450000 | 16-17 | 2,050.00 |          |
|          |            |      |      | 06/03/2017 |                                |                       | 0000065414                  |      |         | ASSOCIATION OF CALIFORNIA COMM COLL ADMI |       |      |         |       |          | 2,050.00 |
| 06/03/17 | 0000065415 | C    |      | 06/21/2017 | BANK OF AMERICA                | CONFERENCE AND TRAVEL | General Administration      | 01.0 | 00000.0 | 00000                                    | 01200 | 5210 | 6006000 | 16-17 | 267.95   |          |
|          |            |      |      | 06/03/2017 |                                |                       | 0000065415                  |      |         | BANK OF AMERICA                          |       |      |         |       |          | 267.95   |
| 06/03/17 | 0000065416 | C    |      | 06/03/2017 | HYATT PLACE UC DAVIS           | CONFERENCE AND TRAVEL | General Administration      | 01.0 | 00000.0 | 00000                                    | 01200 | 5210 | 6006000 | 16-17 | 385.09   |          |
|          |            |      |      | 06/03/2017 |                                |                       | 0000065416                  |      |         | HYATT PLACE UC DAVIS                     |       |      |         |       |          | 385.09   |
| 06/03/17 | 0000065417 | C    |      | 06/03/2017 | VIDIFLO, LLC                   | CONTRACTED SERVICES   | Board of Trustees           | 01.0 | 00000.0 | 00000                                    | 01100 | 5810 | 6005000 | 16-17 | 410.00   |          |
|          |            |      |      | 06/03/2017 |                                |                       | 0000065417                  |      |         | VIDIFLO, LLC                             |       |      |         |       |          | 410.00   |
| 06/03/17 | 0000065418 | C    |      | 06/03/2017 | ROTARY CLUB OF LAKEWOOD        | CONFERENCE AND TRAVEL | General Administration      | 01.0 | 00000.0 | 00100                                    | 01200 | 5210 | 6006000 | 16-17 | 18.00    |          |
|          |            |      |      | 06/03/2017 |                                |                       | 0000065418                  |      |         | ROTARY CLUB OF LAKEWOOD                  |       |      |         |       |          | 18.00    |
| 06/03/17 | 0000065419 | C    | 1    | 06/14/2017 | LIEBERT CASSIDY WHITMORE       | CONFERENCE AND TRAVEL | Human Resources             | 01.0 | 00000.0 | 00300                                    | 05100 | 5210 | 6730000 | 16-17 | 750.00   |          |
|          |            |      |      | 06/03/2017 |                                |                       | 0000065419                  |      |         | LIEBERT CASSIDY WHITMORE                 |       |      |         |       |          | 750.00   |
| 06/05/17 | 0000065420 | C    |      | 06/05/2017 | GOLDEN STAR TECHNOLOGY INC.    | COMPUTER SUPP/EQUIP   | Eng and Rel Tech (Ind Tech) | 01.3 | 00000.0 | 00000                                    | 70260 | 6450 | 0900000 | 16-17 | 7,560.70 |          |
|          |            |      |      | 06/05/2017 |                                |                       | 0000065420                  |      |         | GOLDEN STAR TECHNOLOGY INC.              |       |      |         |       |          | 7,560.70 |
| 06/05/17 | 0000065421 | C    |      | 06/05/2017 | RODGER'S CATERING              | FOOD PRODUCTS         | Foster Care                 | 39.6 | 00000.0 | 00000                                    | 76500 | 4550 | 1305700 | 16-17 | 70.14    |          |
|          |            |      |      | 06/05/2017 |                                |                       | 0000065421                  |      |         | RODGER'S CATERING                        |       |      |         |       |          | 70.14    |

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| PO Date  | PO #       | Stat | Ord# | Date       | Vendor Name                     | Description              | Dept/Site                          | Fund | Res.Prj | Goal  | Funct | Obj  | Sch/Loc | BP    | Amount   | PO Amt   |
| 06/05/17 | 0000065422 | C    |      | 06/06/2017 | OFFICE<br>DEPOT/BUSINESS        | MISCELLANEOUS            | Counseling-Guid<br>ance            | 01.0 | 00000.0 | 00100 | 03400 | 4550 | 6310000 | 16-17 | 1,247.66 |          |
|          |            |      |      | 06/05/2017 |                                 | 0000065422               | OFFICE DEPOT/BUSINESS SVCS DIV     |      |         |       |       |      |         |       |          | 1,247.66 |
| 06/05/17 | 0000065423 | C    |      | 06/06/2017 | MENKE MARKING<br>DEVICES INC.   | MISCELLANEOUS            | Business and<br>Management         | 01.3 | 00000.0 | 05100 | 70200 | 4320 | 0500000 | 16-17 | 31.81    |          |
|          |            |      |      | 06/05/2017 |                                 | 0000065423               | MENKE MARKING DEVICES INC.         |      |         |       |       |      |         |       |          | 31.81    |
| 06/05/17 | 0000065424 | C    |      | 06/14/2017 | STERLING<br>MACHINERY           | ART SUPP/EQUIP           | Fine & Applied<br>Arts             | 01.3 | 00000.0 | 00000 | 71600 | 6450 | 1051000 | 16-17 | 1,903.13 |          |
|          |            |      |      | 06/05/2017 |                                 | 0000065424               | STERLING MACHINERY EXCHANGE        |      |         |       |       |      |         |       |          | 1,903.13 |
| 06/05/17 | 0000065425 | C    |      | 06/05/2017 | ELECTRIC CAR<br>SALES & SERVICE | MISCELLANEOUS            | Purchasing                         | 01.0 | 00000.0 | 00000 | 04300 | 6420 | 6722000 | 16-17 | 8,694.56 |          |
|          |            |      |      | 06/05/2017 |                                 | 0000065425               | ELECTRIC CAR SALES & SERVICE INC   |      |         |       |       |      |         |       |          | 8,694.56 |
| 06/05/17 | 0000065426 | A    |      | 06/06/2017 | BATTERY SYSTEMS                 | BATTERIES                | Apprenticeships-<br>Field Ironwork | 01.3 | 00000.0 | 00000 | 72330 | 4550 | 0909000 | 16-17 | 412.61   |          |
|          |            |      |      |            |                                 |                          | Community<br>Service Classes       | 39.2 | 00000.0 | 00000 | 02310 | 4550 | 6820000 | 16-17 | 412.60   |          |
|          |            |      |      | 06/05/2017 |                                 | 0000065426               | BATTERY SYSTEMS                    |      |         |       |       |      |         |       |          | 825.21   |
| 06/05/17 | 0000065427 | C    |      | 06/05/2017 | RODGER'S<br>CATERING            | CATERING SERVICES        | Center for<br>Teaching             | 01.3 | 00000.0 | 01004 | 73460 | 4550 | 6195000 | 16-17 | 2,559.81 |          |
|          |            |      |      | 06/05/2017 |                                 | 0000065427               | RODGER'S CATERING                  |      |         |       |       |      |         |       |          | 2,559.81 |
| 06/05/17 | 0000065428 | C    |      | 06/05/2017 | BERTEA, CYNTHIA                 | REIMBURSEMENT            | Tutoring                           | 01.3 | 00000.0 | 01008 | 73460 | 4550 | 6491000 | 16-17 | 92.77    |          |
|          |            |      |      | 06/05/2017 |                                 | 0000065428               | BERTEA, CYNTHIA                    |      |         |       |       |      |         |       |          | 92.77    |
| 06/05/17 | 0000065429 | C    |      | 06/05/2017 | UKITA,TRACI                     | MISCELLANEOUS            | Counseling                         | 01.3 | 00000.0 | 00000 | 73400 | 4550 | 6300000 | 16-17 | 73.71    |          |
|          |            |      |      | 06/05/2017 |                                 | 0000065429               | UKITA,TRACI                        |      |         |       |       |      |         |       |          | 73.71    |
| 06/07/17 | 0000065430 | C    |      | 06/07/2017 | PALOMAR<br>COLLEGE/TTIP         | CONFERENCE AND<br>TRAVEL | Eng and Rel<br>Tech (Ind Tech)     | 01.3 | 00000.0 | 00000 | 70260 | 5210 | 0900000 | 16-17 | 1,300.00 |          |

Stat: P=Pending, A=Active, C=Completed, X=Canceled

\* Prior Year Payments

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|----------|------------|------|------|------------|--------------------------------|--------------------------------|-----------------------------|---------------------------------------|---------|-------|-------|------|---------|-------|----------|----------|
| PO Date  | PO #       | Stat | Ord# | Date       | Vendor Name                    | Description                    | Dept/Site                   | Fund                                  | Res.Prj | Goal  | Funct | Obj  | Sch/Loc | BP    | Amount   | PO Amt   |
|          |            |      |      |            |                                | 06/07/2017                     | 0000065430                  | PALOMAR COLLEGE/TTIP SOUTH PROJECT    |         |       |       |      |         |       |          | 1,300.00 |
| 06/07/17 | 0000065431 | C    |      | 06/07/2017 | PALOMAR COLLEGE/TTIP           | CONFERENCE AND TRAVEL          | Eng and Rel Tech (Ind Tech) | 01.3                                  | 00000.0 | 00000 | 70260 | 5210 | 0900000 | 16-17 | 275.00   |          |
|          |            |      |      |            |                                | 06/07/2017                     | 0000065431                  | PALOMAR COLLEGE/TTIP SOUTH PROJECT    |         |       |       |      |         |       |          | 275.00   |
| 06/07/17 | 0000065432 | A    |      | 06/07/2017 | MANUFACTURING SKILL STANDARDS  | CONTRACTED SERVICES            | Eng and Rel Tech (Ind Tech) | 01.3                                  | 00000.0 | 00000 | 70260 | 5810 | 0900000 | 16-17 | 344.00   |          |
|          |            |      |      |            |                                | 06/07/2017                     | 0000065432                  | MANUFACTURING SKILL STANDARDS COUNCIL |         |       |       |      |         |       |          | 344.00   |
| 06/07/17 | 0000065433 | C    |      | 06/07/2017 | DOUBLETREE BY HILTON           | CONTRACTED SERVICES            | Instructional Office        | 01.0                                  | 00000.0 | 00000 | 02100 | 5810 | 6016000 | 16-17 | 1,346.65 |          |
|          |            |      |      |            |                                | 06/07/2017                     | 0000065433                  | DOUBLETREE BY HILTON                  |         |       |       |      |         |       |          | 1,346.65 |
| 06/07/17 | 0000065434 | C    |      | 06/08/2017 | CERRITOS HIGH SCHOOL THE       | TRANSPORTATION SUPP/EQUIP/SERV | School Relations            | 01.0                                  | 00000.0 | 00000 | 03320 | 4550 | 6493000 | 16-17 | 70.00    |          |
|          |            |      |      |            |                                | 06/07/2017                     | 0000065434                  | CERRITOS HIGH SCHOOL THE              |         |       |       |      |         |       |          | 70.00    |
| 06/07/17 | 0000065435 | C    |      | 06/08/2017 | ARCEO, SHIRLEY                 | NON-INSTRUCTIONAL SUPPLIES     | School Relations            | 01.0                                  | 00000.0 | 00000 | 03320 | 4550 | 6493000 | 16-17 | 46.39    |          |
|          |            |      |      |            |                                | 06/07/2017                     | 0000065435                  | ARCEO, SHIRLEY                        |         |       |       |      |         |       |          | 46.39    |
| 06/07/17 | 0000065436 | C    |      | 06/08/2017 | TRANSPORTTION CHARTER SERVICES | CONTRACTED SERVICES            | Business-Comm erce          | 01.0                                  | 00000.0 | 00000 | 04400 | 5810 | 0501000 | 16-17 | 1,010.00 |          |
|          |            |      |      |            |                                |                                | Fine & Applied Arts         | 01.0                                  | 00000.0 | 00000 | 04400 | 5810 | 1051000 | 16-17 | 625.00   |          |
|          |            |      |      |            |                                |                                | Physical Sciences           | 01.0                                  | 00000.0 | 00000 | 04400 | 5810 | 1951000 | 16-17 | 3,692.58 |          |
|          |            |      |      |            |                                | 06/07/2017                     | 0000065436                  | TRANSPORTTION CHARTER SERVICES INC.   |         |       |       |      |         |       |          | 5,327.58 |
| 06/07/17 | 0000065437 | C    |      | 06/08/2017 | ALL VALLEY HONEY AND BEE       | CONTRACTED SERVICES            | Grounds Maintenance-Re      | 01.0                                  | 00000.0 | 00000 | 04400 | 5810 | 6550000 | 16-17 | 150.00   |          |
|          |            |      |      |            |                                | 06/07/2017                     | 0000065437                  | ALL VALLEY HONEY AND BEE              |         |       |       |      |         |       |          | 150.00   |
| 06/07/17 | 0000065438 | C    |      | 06/08/2017 | B C DRAIN                      | CONTRACTED SERVICES            | Building Maintenance-Re     | 01.0                                  | 00000.0 | 00000 | 04400 | 5810 | 6510000 | 16-17 | 150.00   |          |

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|----------|------------|------|------|------------|--------------------------------|----------------------------|-------------------------|-------------------------------------|---------|-------|-------|------|---------|-------|----------|----------|
| PO Date  | PO #       | Stat | Ord# | Date       | Vendor Name                    | Description                | Dept/Site               | Fund                                | Res.Prj | Goal  | Funct | Obj  | Sch/Loc | BP    | Amount   | PO Amt   |
|          |            |      |      |            |                                | 06/07/2017                 | 0000065438              | B C DRAIN                           |         |       |       |      |         |       |          | 150.00   |
| 06/07/17 | 0000065439 | C    |      | 06/08/2017 | COUNTY OF LOS ANGELES          | FEES, LICENSE              | Building Maintenance-Re | 01.0                                | 00000.0 | 00000 | 04400 | 5810 | 6510000 | 16-17 | 887.00   |          |
|          |            |      |      |            |                                | 06/07/2017                 | 0000065439              | COUNTY OF LOS ANGELES               |         |       |       |      |         |       |          | 887.00   |
| 06/07/17 | 0000065440 | C    |      | 06/08/2017 | FAST DEER BUS CHARTER, INC.    | CONTRACTED SERVICES        | Education, General      | 01.0                                | 00000.0 | 00000 | 04400 | 5810 | 0801000 | 16-17 | 1,424.31 |          |
|          |            |      |      |            |                                |                            | Student Personnel       | 01.0                                | 00000.0 | 00000 | 04400 | 5810 | 6450000 | 16-17 | 738.76   |          |
|          |            |      |      |            |                                | 06/07/2017                 | 0000065440              | FAST DEER BUS CHARTER, INC.         |         |       |       |      |         |       |          | 2,163.07 |
| 06/07/17 | 0000065441 | C    |      | 06/08/2017 | TRANSPORTTION CHARTER SERVICES | CONTRACTED SERVICES        | Letters                 | 01.0                                | 00000.0 | 00000 | 04400 | 5810 | 1551000 | 16-17 | 6,015.22 |          |
|          |            |      |      |            |                                | 06/07/2017                 | 0000065441              | TRANSPORTTION CHARTER SERVICES INC. |         |       |       |      |         |       |          | 6,015.22 |
| 06/07/17 | 0000065442 | C    |      | 06/07/2017 | FISHER, CHELENA                | MISCELLANEOUS              | Counseling              | 01.3                                | 00000.0 | 03010 | 73460 | 4550 | 6300000 | 16-17 | 42.84    |          |
|          |            |      |      |            |                                | 06/07/2017                 | 0000065442              | FISHER, CHELENA                     |         |       |       |      |         |       |          | 42.84    |
| 06/07/17 | 0000065443 | C    |      | 06/21/2017 | BANK OF AMERICA                | MISCELLANEOUS              | Purchasing              | 01.0                                | 00000.0 | 00000 | 04300 | 5210 | 6722000 | 16-17 | 198.00   |          |
|          |            |      |      |            |                                | 06/07/2017                 | 0000065443              | BANK OF AMERICA                     |         |       |       |      |         |       |          | 198.00   |
| 06/08/17 | 0000065444 | A    |      | 06/08/2017 | RAN GRAPHICS                   | PRINTING SERVICES          | Instructional Office    | 01.0                                | 00000.0 | 00000 | 02100 | 4390 | 6016000 | 16-17 | 4,632.55 |          |
|          |            |      |      |            |                                |                            | MISCELLANEOUS           | 01.0                                | 00000.0 | 00000 | 02100 | 4390 | 6016000 | 16-17 | 40.71    |          |
|          |            |      |      |            |                                | 06/08/2017                 | 0000065444              | RAN GRAPHICS                        |         |       |       |      |         |       |          | 4,673.26 |
| 06/08/17 | 0000065445 | C    |      | 06/08/2017 | CARRILLO, ROSA                 | MISCELLANEOUS              | Counseling              | 01.3                                | 00000.0 | 03008 | 73460 | 4550 | 6300000 | 16-17 | 1,291.71 |          |
|          |            |      |      |            |                                | 06/08/2017                 | 0000065445              | CARRILLO, ROSA                      |         |       |       |      |         |       |          | 1,291.71 |
| 06/08/17 | 0000065446 | C    |      | 06/29/2017 | AMAZON                         | NON-INSTRUCTIONAL SUPPLIES | Oth Instr Sup Services  | 01.3                                | 00000.0 | 00000 | 72003 | 4550 | 6190000 | 16-17 | 638.87   |          |
|          |            |      |      |            |                                | 06/08/2017                 | 0000065446              | AMAZON                              |         |       |       |      |         |       |          | 638.87   |

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|----------|------------|------|------|------------|-------------------------------|----------------------------|--------------------------|------|---------|-------------------------------|-------|------|---------|-------|----------|----------|
| PO Date  | PO #       | Stat | Ord# | Date       | Vendor Name                   | Description                | Dept/Site                | Fund | Res.Prj | Goal                          | Funct | Obj  | Sch/Loc | BP    | Amount   | PO Amt   |
| 06/08/17 | 0000065447 | A    |      | 06/08/2017 | FHEG CERRITOS COLLEGE         | NON-INSTRUCTIONAL SUPPLIES | Trnsfers & Pymnts to/for | 01.3 | 00000.0 | 02900                         | 71200 | 7610 | 7300000 | 16-17 | 2,703.54 |          |
|          |            |      |      | 06/08/2017 |                               |                            | 0000065447               |      |         | FHEG CERRITOS COLLEGE         |       |      |         |       |          | 2,703.54 |
| 06/08/17 | 0000065448 | C    |      | 06/29/2017 | AMAZON                        | MISCELLANEOUS              | Purchasing               | 01.0 | 00000.0 | 00000                         | 04300 | 4550 | 6722000 | 16-17 | 40.20    |          |
|          |            |      |      | 06/08/2017 |                               |                            | 0000065448               |      |         | AMAZON                        |       |      |         |       |          | 40.20    |
| 06/08/17 | 0000065449 | C    |      | 06/08/2017 | COMPUTERLAND - SILICON VALLEY | LICENSE/FEES               | Health Services          | 69.0 | 00000.0 | 00001                         | 03310 | 6460 | 6440000 | 16-17 | 348.00   |          |
|          |            |      |      | 06/08/2017 |                               |                            | 0000065449               |      |         | COMPUTERLAND - SILICON VALLEY |       |      |         |       |          | 348.00   |
| 06/08/17 | 0000065450 | C    |      | 06/08/2017 | HARRIS LINDA                  | LABORATORY SUPP/EQUIP      | SEM-Biology              | 01.0 | 00000.0 | 00000                         | 02570 | 4320 | 1966000 | 16-17 | 143.24   |          |
|          |            |      |      | 06/08/2017 |                               |                            | 0000065450               |      |         | HARRIS LINDA                  |       |      |         |       |          | 143.24   |
| 06/08/17 | 0000065451 | C    |      | 06/08/2017 | PERFECT FORM                  | MAILING SERVICES           | Admissions               | 01.0 | 00000.0 | 00000                         | 03800 | 5810 | 6225000 | 16-17 | 2,770.22 |          |
|          |            |      |      | 06/08/2017 |                               |                            | 0000065451               |      |         | PERFECT FORM                  |       |      |         |       |          | 2,770.22 |
| 06/08/17 | 0000065452 | A    |      | 06/21/2017 | BANK OF AMERICA               | CONFERENCE AND TRAVEL      | District                 | 01.0 | 00000.0 | 00000                         | 00000 | 9330 | 0000000 | 16-17 | 1,620.00 |          |
|          |            |      |      | 06/08/2017 |                               |                            | 0000065452               |      |         | BANK OF AMERICA               |       |      |         |       |          | 1,620.00 |
| 06/08/17 | 0000065453 | A    |      | 06/09/2017 | COURTYARD BY MARRIOTT         | CONFERENCE AND TRAVEL      | District                 | 01.0 | 00000.0 | 00000                         | 00000 | 9330 | 0000000 | 16-17 | 641.82   |          |
|          |            |      |      | 06/08/2017 |                               |                            | 0000065453               |      |         | COURTYARD BY MARRIOTT         |       |      |         |       |          | 641.82   |
| 06/08/17 | 0000065454 | A    |      | 06/09/2017 | COURTYARD BY MARRIOTT         | CONFERENCE AND TRAVEL      | District                 | 01.0 | 00000.0 | 00000                         | 00000 | 9330 | 0000000 | 16-17 | 405.24   |          |
|          |            |      |      | 06/08/2017 |                               |                            | 0000065454               |      |         | COURTYARD BY MARRIOTT         |       |      |         |       |          | 405.24   |
| 06/09/17 | 0000065455 | A    |      | 06/09/2017 | COURTYARD BY MARRIOTT         | CONFERENCE AND TRAVEL      | District                 | 01.0 | 00000.0 | 00000                         | 00000 | 9330 | 0000000 | 16-17 | 641.82   |          |
|          |            |      |      | 06/09/2017 |                               |                            | 0000065455               |      |         | COURTYARD BY MARRIOTT         |       |      |         |       |          | 641.82   |

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|----------|------------|------|------|------------|--------------------------------|-------------------------|--------------------------------|------|---------|-------|-------|------|---------|-------|-----------|-----------|
| PO Date  | PO #       | Stat | Ord# | Date       | Vendor Name                    | Description             | Dept/Site                      | Fund | Res.Prj | Goal  | Funct | Obj  | Sch/Loc | BP    | Amount    | PO Amt    |
| 06/09/17 | 0000065457 | A    |      | 06/09/2017 | KLEIN EDUCATIONAL SYSTEMS, LLC | MACHINE SHOP SUPP/EQUIP | Eng and Rel Tech (Ind Tech)    | 01.3 | 00000.0 | 00000 | 70260 | 4320 | 0900000 | 16-17 | 128.54    |           |
|          |            |      |      |            |                                |                         |                                | 01.3 | 00000.0 | 00000 | 70260 | 6410 | 0900000 | 16-17 | 16,260.81 |           |
|          |            |      |      |            |                                |                         |                                | 01.3 | 00000.0 | 00000 | 70260 | 6450 | 0900000 | 16-17 | 6,459.45  |           |
|          |            |      |      | 06/09/2017 |                                | 0000065457              | KLEIN EDUCATIONAL SYSTEMS, LLC |      |         |       |       |      |         |       |           | 22,848.80 |
| 06/09/17 | 0000065458 | A    | 1    | 06/12/2017 | LAERDAL MEDICAL CORPORATION    | HEALTH SUPP/EQUIP       | Eng and Rel Tech (Ind Tech)    | 01.3 | 00000.0 | 00000 | 70260 | 6450 | 0900000 | 16-17 | 17,055.18 |           |
|          |            |      |      | 06/09/2017 |                                | 0000065458              | LAERDAL MEDICAL CORPORATION    |      |         |       |       |      |         |       |           | 17,055.18 |
| 06/09/17 | 0000065459 | A    |      | 06/09/2017 | GOLDEN STAR TECHNOLOGY INC.    | AUDIOVISUAL SUPP/EQUIP  | Eng and Rel Tech (Ind Tech)    | 01.3 | 00000.0 | 00000 | 70260 | 4320 | 0900000 | 16-17 | 11,714.26 |           |
|          |            |      |      |            |                                |                         |                                | 01.3 | 00000.0 | 00000 | 70260 | 5810 | 0900000 | 16-17 | 3,527.30  |           |
|          |            |      |      |            |                                |                         |                                | 01.3 | 00000.0 | 00000 | 70260 | 6450 | 0900000 | 16-17 | 4,552.45  |           |
|          |            |      |      | 06/09/2017 |                                | 0000065459              | GOLDEN STAR TECHNOLOGY INC.    |      |         |       |       |      |         |       |           | 19,794.01 |
| 06/09/17 | 0000065460 | A    |      | 06/29/2017 | AMAZON                         | COMPUTER SUPP/EQUIP     | Eng and Rel Tech (Ind Tech)    | 01.3 | 00000.0 | 00000 | 70260 | 4320 | 0900000 | 16-17 | 3,702.21  |           |
|          |            |      |      | 06/09/2017 |                                | 0000065460              | AMAZON                         |      |         |       |       |      |         |       |           | 3,702.21  |
| 06/09/17 | 0000065461 | C    |      | 06/09/2017 | OFFICE DEPOT/BUSINESS          | COMPUTER SUPP/EQUIP     | Eng and Rel Tech (Ind Tech)    | 01.3 | 00000.0 | 00000 | 70260 | 4320 | 0900000 | 16-17 | 60.85     |           |
|          |            |      |      | 06/09/2017 |                                | 0000065461              | OFFICE DEPOT/BUSINESS SVCS DIV |      |         |       |       |      |         |       |           | 60.85     |
| 06/09/17 | 0000065462 | C    |      | 06/12/2017 | B & H PHOTO VIDEO              | COMPUTER SUPP/EQUIP     | Eng and Rel Tech (Ind Tech)    | 01.3 | 00000.0 | 00000 | 70260 | 4320 | 0900000 | 16-17 | 2,357.82  |           |
|          |            |      |      | 06/09/2017 |                                | 0000065462              | B & H PHOTO VIDEO              |      |         |       |       |      |         |       |           | 2,357.82  |
| 06/10/17 | 0000065463 | C    |      | 06/10/2017 | CERRITOS COLLEGE HPER          | MISCELLANEOUS           | Community Recreation           | 39.0 | 00000.0 | 00000 | 72560 | 4550 | 6810000 | 16-17 | 20,703.00 |           |
|          |            |      |      | 06/10/2017 |                                | 0000065463              | CERRITOS COLLEGE HPER          |      |         |       |       |      |         |       |           | 20,703.00 |
| 06/10/17 | 0000065464 | A    |      | 06/12/2017 | GOLDEN STAR TECHNOLOGY INC.    | PRINTING SUPP/EQUIP     | Eng and Rel Tech (Ind Tech)    | 01.3 | 00000.0 | 00000 | 70260 | 4320 | 0900000 | 16-17 | 445.88    |           |

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| PO Date  | PO #       | Stat | Ord# | Date       | Vendor Name                      | Description              | Dept/Site                      | Fund                                  | Res.Prj | Goal  | Funct | Obj  | Sch/Loc | BP    | Amount   | PO Amt   |
|          |            |      |      |            |                                  | 06/10/2017               | 0000065464                     | GOLDEN STAR TECHNOLOGY INC.           |         |       |       |      |         |       |          | 445.88   |
| 06/10/17 | 0000065465 | C    |      | 06/12/2017 | OFFICE SOLUTIONS                 | PRINTING SUPP/EQUIP      | Eng and Rel<br>Tech (Ind Tech) | 01.3                                  | 00000.0 | 00000 | 70260 | 4320 | 0900000 | 16-17 | 677.53   |          |
|          |            |      |      |            |                                  | 06/10/2017               | 0000065465                     | OFFICE SOLUTIONS                      |         |       |       |      |         |       |          | 677.53   |
| 06/12/17 | 0000065466 | C    | 1    | 06/23/2017 | HEUG                             | CONFERENCE AND<br>TRAVEL | Admissions                     | 01.0                                  | 00000.0 | 00000 | 03800 | 5210 | 6225000 | 16-17 | 660.00   |          |
|          |            |      |      |            |                                  | 06/12/2017               | 0000065466                     | HEUG                                  |         |       |       |      |         |       |          | 660.00   |
| 06/12/17 | 0000065467 | C    |      | 06/12/2017 | PACIFIC COAST<br>CABLING, INC.   | CONTRACTED<br>SERVICES   | Board of<br>Trustees           | 01.0                                  | 00000.0 | 00000 | 01100 | 5810 | 6005000 | 16-17 | 1,525.11 |          |
|          |            |      |      |            |                                  | 06/12/2017               | 0000065467                     | PACIFIC COAST CABLING, INC.           |         |       |       |      |         |       |          | 1,525.11 |
| 06/13/17 | 0000065468 | C    |      | 06/13/2017 | TEAMWORK<br>FUNDRAISING          | CONSULTANTS              | Eng and Rel<br>Tech (Ind Tech) | 01.3                                  | 00000.0 | 00000 | 70260 | 5810 | 0900000 | 16-17 | 1,250.00 |          |
|          |            |      |      |            |                                  | 06/13/2017               | 0000065468                     | TEAMWORK FUNDRAISING                  |         |       |       |      |         |       |          | 1,250.00 |
| 06/13/17 | 0000065469 | C    |      | 06/13/2017 | MANUFACTURING<br>SKILL STANDARDS | CONTRACTED<br>SERVICES   | Eng and Rel<br>Tech (Ind Tech) | 01.3                                  | 00000.0 | 00000 | 70260 | 5810 | 0900000 | 16-17 | 215.00   |          |
|          |            |      |      |            |                                  | 06/13/2017               | 0000065469                     | MANUFACTURING SKILL STANDARDS COUNCIL |         |       |       |      |         |       |          | 215.00   |
| 06/13/17 | 0000065470 | C    |      | 06/14/2017 | LIEBERT CASSIDY<br>WHITMORE      | CONFERENCE AND<br>TRAVEL | Human<br>Resources             | 01.0                                  | 00000.0 | 00300 | 05100 | 5210 | 6730000 | 16-17 | 2,250.00 |          |
|          |            |      |      |            |                                  | 06/13/2017               | 0000065470                     | LIEBERT CASSIDY WHITMORE              |         |       |       |      |         |       |          | 2,250.00 |
| 06/13/17 | 0000065471 | A    |      | 06/14/2017 | LIEBERT CASSIDY<br>WHITMORE      | CONFERENCE AND<br>TRAVEL | District                       | 01.0                                  | 00000.0 | 00000 | 00000 | 9330 | 0000000 | 16-17 | 2,250.00 |          |
|          |            |      |      |            |                                  | 06/13/2017               | 0000065471                     | LIEBERT CASSIDY WHITMORE              |         |       |       |      |         |       |          | 2,250.00 |
| 06/13/17 | 0000065472 | C    |      | 07/03/2017 | BANK OF AMERICA                  | LICENSE/FEES             | Community<br>Service Classes   | 39.2                                  | 00000.0 | 00000 | 02310 | 4550 | 6820000 | 16-17 | 130.00   |          |
|          |            |      |      |            |                                  | 06/13/2017               | 0000065472                     | BANK OF AMERICA                       |         |       |       |      |         |       |          | 130.00   |
| 06/14/17 | 0000065474 | A    |      | 06/14/2017 | TCB PRINTING                     | PRINTING SERVICES        | Board of<br>Trustees           | 01.0                                  | 00000.0 | 00000 | 01100 | 4550 | 6005000 | 16-17 | 26.10    |          |

Stat: P=Pending, A=Active, C=Completed, X=Canceled

\* Prior Year Payments

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|----------|------------|------|------|------------|------------------------|-----------------------|-----------------------------|------------------------------------|---------|-------|-------|------|---------|-------|-----------|-----------|
| PO Date  | PO #       | Stat | Ord# | Date       | Vendor Name            | Description           | Dept/Site                   | Fund                               | Res.Prj | Goal  | Funct | Obj  | Sch/Loc | BP    | Amount    | PO Amt    |
|          |            |      |      |            |                        | 06/14/2017            | 0000065474                  | TCB PRINTING                       |         |       |       |      |         |       |           | 26.10     |
| 06/14/17 | 0000065475 | A    |      | 06/14/2017 | SKYLINE SITE SERVICES  | CONTRACTED SERVICES   | Physical Property-Related   | 42.1                               | 00000.0 | 00000 | 65052 | 6120 | 7100000 | 16-17 | 2,942.88  |           |
|          |            |      |      |            |                        | 06/14/2017            | 0000065475                  | SKYLINE SITE SERVICES              |         |       |       |      |         |       |           | 2,942.88  |
| 06/14/17 | 0000065476 | A    |      | 06/14/2017 | H2 ENVIRONMENTAL       | CONTRACTED SERVICES   | Physical Property-Related   | 42.1                               | 00000.0 | 00000 | 65061 | 6130 | 7100000 | 16-17 | 2,520.00  |           |
|          |            |      |      |            |                        | 06/14/2017            | 0000065476                  | H2 ENVIRONMENTAL                   |         |       |       |      |         |       |           | 2,520.00  |
| 06/14/17 | 0000065477 | C    |      | 06/14/2017 | CARRILLO, ROSA         | MISCELLANEOUS         | Counseling-Guidance         | 01.0                               | 00000.0 | 00100 | 03400 | 4550 | 6310000 | 16-17 | 570.06    |           |
|          |            |      |      |            |                        | 06/14/2017            | 0000065477                  | CARRILLO, ROSA                     |         |       |       |      |         |       |           | 570.06    |
| 06/14/17 | 0000065478 | A    |      | 06/14/2017 | AMERICAN FENCE COMPANY | MISCELLANEOUS         | Physical Property-Related   | 42.0                               | 00000.0 | 00000 | 64045 | 6120 | 7100000 | 16-17 | 2,261.00  |           |
|          |            |      |      |            |                        | 06/14/2017            | 0000065478                  | AMERICAN FENCE COMPANY             |         |       |       |      |         |       |           | 2,261.00  |
| 06/14/17 | 0000065479 | C    |      | 06/14/2017 | US BANK EQUIPMENT      | MISCELLANEOUS         | Purchasing                  | 01.0                               | 00000.0 | 00100 | 04300 | 5810 | 6722000 | 16-17 | 361.38    |           |
|          |            |      |      |            |                        | 06/14/2017            | 0000065479                  | US BANK EQUIPMENT FINANCE          |         |       |       |      |         |       |           | 361.38    |
| 06/14/17 | 0000065480 | C    |      | 06/14/2017 | IMAGE 2000, INC.       | MISCELLANEOUS         | Purchasing                  | 01.0                               | 00000.0 | 00100 | 04300 | 5810 | 6722000 | 16-17 | 4,486.10  |           |
|          |            |      |      |            |                        | 06/14/2017            | 0000065480                  | IMAGE 2000, INC.                   |         |       |       |      |         |       |           | 4,486.10  |
| 06/15/17 | 0000065481 | C    |      | 06/15/2017 | PALOMAR COLLEGE/TTIP   | CONFERENCE AND TRAVEL | Eng and Rel Tech (Ind Tech) | 01.3                               | 00000.0 | 00000 | 70260 | 5210 | 0900000 | 16-17 | 225.00    |           |
|          |            |      |      |            |                        | 06/15/2017            | 0000065481                  | PALOMAR COLLEGE/TTIP SOUTH PROJECT |         |       |       |      |         |       |           | 225.00    |
| 06/16/17 | 0000065482 | A    |      | 06/17/2017 | KEENAN & ASSOCIATES    | MISCELLANEOUS         | Fiscal Operations           | 01.0                               | 00000.0 | 00100 | 04100 | 5420 | 6720000 | 16-17 | 18,705.00 |           |
|          |            |      |      |            |                        | 06/16/2017            | 0000065482                  | KEENAN & ASSOCIATES                |         |       |       |      |         |       |           | 18,705.00 |
| 06/16/17 | 0000065483 | X    | 1    | 06/17/2017 | PARATA SYSTEMS         | PHARMACEUTICALS       | Eng and Rel Tech (Ind Tech) | 01.3                               | 00000.0 | 00000 | 70260 | 6410 | 0900000 | 16-17 | 39,539.69 |           |

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\* Prior Year Payments

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|----------|------------|------|------|------------|-------------------------------------|-----------------------------|--------------------------------|----------------------------------|---------|-------|-------|------|---------|-------|-----------|-----------|
| PO Date  | PO #       | Stat | Ord# | Date       | Vendor Name                         | Description                 | Dept/Site                      | Fund                             | Res.Prj | Goal  | Funct | Obj  | Sch/Loc | BP    | Amount    | PO Amt    |
|          |            |      |      |            |                                     | 06/16/2017                  | 0000065483                     | PARATA SYSTEMS                   |         |       |       |      |         |       |           | 39,539.69 |
| 06/16/17 | 0000065484 | A    |      | 06/16/2017 | ADORAMA                             | THEATER SUPP/EQUIP          | Eng and Rel<br>Tech (Ind Tech) | 01.3                             | 00000.0 | 00000 | 70260 | 6450 | 0900000 | 16-17 | 478.90    |           |
|          |            |      |      |            |                                     | 06/16/2017                  | 0000065484                     | ADORAMA                          |         |       |       |      |         |       |           | 478.90    |
| 06/16/17 | 0000065485 | A    |      | 06/16/2017 | ADORAMA                             | MUSICAL<br>INSTRUMENTS/SUPP | Eng and Rel<br>Tech (Ind Tech) | 01.3                             | 00000.0 | 00000 | 70260 | 4320 | 0900000 | 16-17 | 2,549.37  |           |
|          |            |      |      |            |                                     | 06/16/2017                  | 0000065485                     | ADORAMA                          |         |       |       |      |         |       |           | 2,549.37  |
| 06/16/17 | 0000065486 | A    |      | 06/19/2017 | SWEETWATER<br>SOUND                 | MUSICAL<br>INSTRUMENTS/SUPP | Eng and Rel<br>Tech (Ind Tech) | 01.3                             | 00000.0 | 00000 | 70260 | 4320 | 0900000 | 16-17 | 3,664.91  |           |
|          |            |      |      |            |                                     | 06/16/2017                  | 0000065486                     | SWEETWATER SOUND                 |         |       |       |      |         |       |           | 3,664.91  |
| 06/17/17 | 0000065487 | C    |      | 06/17/2017 | STANLEY SECURITY<br>SOLUTIONS, INC. | CONTRACTED<br>SERVICES      | Building<br>Maintenance-Re     | 41.0                             | 00000.0 | 00000 | 71016 | 5810 | 6510000 | 16-17 | 1,219.00  |           |
|          |            |      |      |            |                                     | 06/17/2017                  | 0000065487                     | STANLEY SECURITY SOLUTIONS, INC. |         |       |       |      |         |       |           | 1,219.00  |
| 06/17/17 | 0000065488 | A    |      | 06/17/2017 | B & H PHOTO VIDEO                   | MUSICAL<br>INSTRUMENTS/SUPP | Eng and Rel<br>Tech (Ind Tech) | 01.3                             | 00000.0 | 00000 | 70260 | 4320 | 0900000 | 16-17 | 3,473.27  |           |
|          |            |      |      |            |                                     | 06/17/2017                  | 0000065488                     | B & H PHOTO VIDEO                |         |       |       |      |         |       |           | 3,473.27  |
| 06/17/17 | 0000065489 | X    | 1    | 06/19/2017 | PARATA SYSTEMS                      | PHARMACEUTICALS             | Eng and Rel<br>Tech (Ind Tech) | 01.3                             | 00000.0 | 00000 | 70260 | 6450 | 0900000 | 16-17 | 3,258.13  |           |
|          |            |      |      |            |                                     | 06/17/2017                  | 0000065489                     | PARATA SYSTEMS                   |         |       |       |      |         |       |           | 3,258.13  |
| 06/17/17 | 0000065490 | C    |      | 06/17/2017 | VINTAGE KING<br>AUDIO               | MUSICAL<br>INSTRUMENTS/SUPP | Eng and Rel<br>Tech (Ind Tech) | 01.3                             | 00000.0 | 00000 | 70260 | 6450 | 0900000 | 16-17 | 26,902.90 |           |
|          |            |      |      |            |                                     |                             |                                | 01.3                             | 00000.0 | 00000 | 70260 | 4320 | 0900000 | 16-17 | 87.48     |           |
|          |            |      |      |            |                                     |                             |                                | 01.3                             | 00000.0 | 00000 | 70260 | 6450 | 0900000 | 16-17 | 4,221.51  |           |
|          |            |      |      |            |                                     | 06/17/2017                  | 0000065490                     | VINTAGE KING AUDIO               |         |       |       |      |         |       |           | 31,211.89 |
| 06/17/17 | 0000065491 | A    | 1    | 06/22/2017 | HIGHER EDUCATION<br>USER GROUP      | MISCELLANEOUS               | District                       | 01.0                             | 00000.0 | 00000 | 00000 | 9330 | 0000000 | 16-17 | 1,190.00  |           |

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|----------|------------|------|------|------------|----------------------------------|--------------------------|-----------------------------|---------------------------------------|---------|-------|-------|------|---------|-------|-----------|-----------|
| PO Date  | PO #       | Stat | Ord# | Date       | Vendor Name                      | Description              | Dept/Site                   | Fund                                  | Res.Prj | Goal  | Funct | Obj  | Sch/Loc | BP    | Amount    | PO Amt    |
|          |            |      |      |            |                                  | 06/17/2017               | 0000065491                  | HIGHER EDUCATION USER GROUP           |         |       |       |      |         |       |           | 1,190.00  |
| 06/17/17 | 0000065492 | A    |      | 06/17/2017 | LIEBERT CASSIDY WHITMORE         | CONFERENCE AND TRAVEL    | Human Resources             | 01.0                                  | 00000.0 | 00300 | 05100 | 5210 | 6730000 | 16-17 | 490.00    |           |
|          |            |      |      |            |                                  | 06/17/2017               | 0000065492                  | LIEBERT CASSIDY WHITMORE              |         |       |       |      |         |       |           | 490.00    |
| 06/17/17 | 0000065493 | C    |      | 06/17/2017 | RANCHO SANTIAGO COLLEGE DISTRICT | CONFERENCE AND TRAVEL    | Parking                     | 39.5                                  | 00000.0 | 00000 | 79800 | 5210 | 6950000 | 16-17 | 104.00    |           |
|          |            |      |      |            |                                  | 06/17/2017               | 0000065493                  | RANCHO SANTIAGO COLLEGE DISTRICT      |         |       |       |      |         |       |           | 104.00    |
| 06/19/17 | 0000065494 | A    |      | 06/19/2017 | PARATA SYSTEMS                   | PHARMACEUTICALS          | Eng and Rel Tech (Ind Tech) | 01.3                                  | 00000.0 | 00000 | 70260 | 6410 | 0900000 | 16-17 | 39,539.69 |           |
|          |            |      |      |            |                                  | 06/19/2017               | 0000065494                  | PARATA SYSTEMS                        |         |       |       |      |         |       |           | 39,539.69 |
| 06/19/17 | 0000065495 | C    |      | 06/19/2017 | SWEETWATER SOUND                 | MUSICAL INSTRUMENTS/SUPP | Eng and Rel Tech (Ind Tech) | 01.3                                  | 00000.0 | 00000 | 70260 | 6450 | 0900000 | 16-17 | 1,449.85  |           |
|          |            |      |      |            |                                  | 06/19/2017               | 0000065495                  | SWEETWATER SOUND                      |         |       |       |      |         |       |           | 1,449.85  |
| 06/19/17 | 0000065496 | A    |      | 06/19/2017 | SWEETWATER SOUND                 | MUSICAL INSTRUMENTS/SUPP | Eng and Rel Tech (Ind Tech) | 01.3                                  | 00000.0 | 00000 | 70260 | 4320 | 0900000 | 16-17 | 2,263.81  |           |
|          |            |      |      |            |                                  |                          |                             | 01.3                                  | 00000.0 | 00000 | 70260 | 6450 | 0900000 | 16-17 | 1,465.95  |           |
|          |            |      |      |            |                                  | 06/19/2017               | 0000065496                  | SWEETWATER SOUND                      |         |       |       |      |         |       |           | 3,729.76  |
| 06/19/17 | 0000065497 | C    |      | 06/21/2017 | BANK OF AMERICA                  | CONFERENCE AND TRAVEL    | Board of Trustees           | 01.0                                  | 00000.0 | 01200 | 01100 | 5210 | 6005000 | 16-17 | 241.96    |           |
|          |            |      |      |            |                                  | 06/19/2017               | 0000065497                  | BANK OF AMERICA                       |         |       |       |      |         |       |           | 241.96    |
| 06/20/17 | 0000065498 | A    |      | 06/20/2017 | PARATA SYSTEMS                   | PHARMACEUTICALS          | Eng and Rel Tech (Ind Tech) | 01.3                                  | 00000.0 | 00000 | 70260 | 6450 | 0900000 | 16-17 | 3,208.13  |           |
|          |            |      |      |            |                                  | 06/20/2017               | 0000065498                  | PARATA SYSTEMS                        |         |       |       |      |         |       |           | 3,208.13  |
| 06/20/17 | 0000065499 | C    |      | 06/20/2017 | MANUFACTURING SKILL STANDARDS    | TRAINING SUPP/EQUIP      | Eng and Rel Tech (Ind Tech) | 01.3                                  | 00000.0 | 00000 | 70260 | 5810 | 0900000 | 16-17 | 4,370.00  |           |
|          |            |      |      |            |                                  | 06/20/2017               | 0000065499                  | MANUFACTURING SKILL STANDARDS COUNCIL |         |       |       |      |         |       |           | 4,370.00  |

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|----------|------------|------|------|------------|-------------------------------|---------------------|-----------------------------|------|---------|--------------------------------|-------|------|---------|-------|-----------|-----------|
| PO Date  | PO #       | Stat | Ord# | Date       | Vendor Name                   | Description         | Dept/Site                   | Fund | Res.Prj | Goal                           | Funct | Obj  | Sch/Loc | BP    | Amount    | PO Amt    |
| 06/20/17 | 0000065500 | C    |      | 06/20/2017 | SCHINDLER ELEVATOR            | REPAIRS - OTHER     | Building Maint-Contracts    | 01.0 | 00000.0 | 00000                          | 04400 | 5640 | 6511000 | 16-17 | 539.91    |           |
|          |            |      |      | 06/20/2017 |                               |                     | 0000065500                  |      |         | SCHINDLER ELEVATOR CORPORATION |       |      |         |       |           | 539.91    |
| 06/20/17 | 0000065501 | C    |      | 06/21/2017 | ACADEMIC ADVERTISING, LLC     | ADVERTISING         | Human Resources             | 01.3 | 00000.0 | 07001                          | 73460 | 5830 | 6730000 | 16-17 | 1,374.00  |           |
|          |            |      |      | 06/20/2017 |                               |                     | 0000065501                  |      |         | ACADEMIC ADVERTISING, LLC      |       |      |         |       |           | 1,374.00  |
| 06/20/17 | 0000065502 | C    |      | 06/21/2017 | PACIFIC MEDICAL CLINIC        | PHYSICAL EXAMS      | Human Resources             | 01.0 | 00000.0 | 00000                          | 05100 | 5810 | 6730000 | 16-17 | 35.00     |           |
|          |            |      |      | 06/20/2017 |                               |                     | 0000065502                  |      |         | PACIFIC MEDICAL CLINIC         |       |      |         |       |           | 35.00     |
| 06/20/17 | 0000065503 | C    |      | 06/21/2017 | SPOT ON INTERPRETING          | CONTRACTED SERVICES | Human Resources             | 01.0 | 00000.0 | 09000                          | 05100 | 5810 | 6730000 | 16-17 | 315.00    |           |
|          |            |      |      | 06/20/2017 |                               |                     | 0000065503                  |      |         | SPOT ON INTERPRETING SERVICES  |       |      |         |       |           | 315.00    |
| 06/20/17 | 0000065504 | C    |      | 06/21/2017 | RISE INTERPRETING, INC.       | CONTRACTED SERVICES | Human Resources             | 01.0 | 00000.0 | 09000                          | 05100 | 5810 | 6730000 | 16-17 | 2,049.20  |           |
|          |            |      |      | 06/20/2017 |                               |                     | 0000065504                  |      |         | RISE INTERPRETING, INC.        |       |      |         |       |           | 2,049.20  |
| 06/20/17 | 0000065505 | C    |      | 06/21/2017 | TOTAL RECALL CAPTIONING, INC. | CONTRACTED SERVICES | Human Resources             | 01.0 | 00000.0 | 09000                          | 05100 | 5810 | 6730000 | 16-17 | 3,850.00  |           |
|          |            |      |      | 06/20/2017 |                               |                     | 0000065505                  |      |         | TOTAL RECALL CAPTIONING, INC.  |       |      |         |       |           | 3,850.00  |
| 06/20/17 | 0000065506 | A    |      | 06/20/2017 | OFFICE DEPOT/BUSINESS         | OFFICE SUPPLIES     | Oth Instr Sup Services      | 01.3 | 00000.0 | 00000                          | 70310 | 4550 | 6190000 | 16-17 | 1,548.46  |           |
|          |            |      |      | 06/20/2017 |                               |                     | 0000065506                  |      |         | OFFICE DEPOT/BUSINESS SVCS DIV |       |      |         |       |           | 1,548.46  |
| 06/20/17 | 0000065507 | A    |      | 06/20/2017 | CAMERON WELDING SUPPLY        | WELDING SUPP/EQUIP  | Eng and Rel Tech (Ind Tech) | 01.3 | 00000.0 | 03000                          | 70200 | 6410 | 0900000 | 16-17 | 65,000.01 |           |
|          |            |      |      | 06/20/2017 |                               |                     | 0000065507                  |      |         | CAMERON WELDING SUPPLY         |       |      |         |       |           | 65,000.01 |
| 06/20/17 | 0000065508 | C    |      | 06/21/2017 | DANIELO, JA'NET               | OFFICE SUPPLIES     | Human Resources             | 01.3 | 00000.0 | 07002                          | 73460 | 4550 | 6730000 | 16-17 | 33.93     |           |
|          |            |      |      | 06/20/2017 |                               |                     | 0000065508                  |      |         | DANIELO, JA'NET                |       |      |         |       |           | 33.93     |

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| Change   |            |      |      |            |                                |                       |                             |      |         |       |       |      |         |       | Distrib   |           |
|----------|------------|------|------|------------|--------------------------------|-----------------------|-----------------------------|------|---------|-------|-------|------|---------|-------|-----------|-----------|
| PO Date  | PO #       | Stat | Ord# | Date       | Vendor Name                    | Description           | Dept/Site                   | Fund | Res.Prj | Goal  | Funct | Obj  | Sch/Loc | BP    | Amount    | PO Amt    |
| 06/20/17 | 0000065509 | C    |      | 06/20/2017 | COAST LABEL COMPANY            | OFFICE SUPPLIES       | Human Resources             | 01.0 | 00000.0 | 00000 | 05100 | 4550 | 6730000 | 16-17 | 406.64    |           |
|          |            |      |      | 06/20/2017 |                                | 0000065509            | COAST LABEL COMPANY         |      |         |       |       |      |         |       |           | 406.64    |
| 06/20/17 | 0000065510 | A    |      | 06/20/2017 | GOLDEN STAR TECHNOLOGY INC.    | MISCELLANEOUS         | Adult Education             | 41.0 | 00000.0 | 00000 | 73860 | 5810 | 6980000 | 16-17 | 6,287.36  |           |
|          |            |      |      |            |                                |                       |                             | 41.0 | 00000.0 | 00000 | 73860 | 6450 | 6980000 | 16-17 | 20,385.42 |           |
|          |            |      |      | 06/20/2017 |                                | 0000065510            | GOLDEN STAR TECHNOLOGY INC. |      |         |       |       |      |         |       |           | 26,672.78 |
| 06/21/17 | 0000065511 | C    |      | 06/21/2017 | BANK OF AMERICA                | CONFERENCE AND TRAVEL | General Administration      | 01.0 | 00000.0 | 00000 | 01200 | 5210 | 6006000 | 16-17 | 462.96    |           |
|          |            |      |      | 06/21/2017 |                                | 0000065511            | BANK OF AMERICA             |      |         |       |       |      |         |       |           | 462.96    |
| 06/20/17 | 0000065512 | C    |      | 06/29/2017 | CAREER TRACK SEMINARS          | CONFERENCE AND TRAVEL | Parking                     | 39.5 | 00000.0 | 00000 | 79800 | 5210 | 6950000 | 16-17 | 99.00     |           |
|          |            |      |      | 06/20/2017 |                                | 0000065512            | CAREER TRACK SEMINARS       |      |         |       |       |      |         |       |           | 99.00     |
| 06/22/17 | 0000065513 | C    |      | 06/22/2017 | ARTESIA HIGH SCHOOL            | REIMBURSEMENT         | School Relations            | 01.0 | 00000.0 | 00000 | 03320 | 4550 | 6493000 | 16-17 | 129.00    |           |
|          |            |      |      | 06/22/2017 |                                | 0000065513            | ARTESIA HIGH SCHOOL         |      |         |       |       |      |         |       |           | 129.00    |
| 06/23/17 | 0000065514 | C    |      | 06/23/2017 | LIEBERT CASSIDY WHITMORE       | CONFERENCE AND TRAVEL | Human Resources             | 01.0 | 00000.0 | 00300 | 05100 | 5210 | 6730000 | 16-17 | 70.00     |           |
|          |            |      |      | 06/23/2017 |                                | 0000065514            | LIEBERT CASSIDY WHITMORE    |      |         |       |       |      |         |       |           | 70.00     |
| 06/24/17 | 0000065515 | X    | 1    | 06/29/2017 | FAST COMPANY                   | CONTRACTED SERVICES   | Physical Sciences           | 01.0 | 00000.0 | 00000 | 04400 | 5810 | 1951000 | 16-17 | 6,735.00  |           |
|          |            |      |      | 06/24/2017 |                                | 0000065515            | FAST COMPANY                |      |         |       |       |      |         |       |           | 6,735.00  |
| 06/24/17 | 0000065516 | C    |      | 06/24/2017 | B C DRAIN                      | CONTRACTED SERVICES   | Building Maintenance-Re     | 01.0 | 00000.0 | 00000 | 04400 | 5810 | 6510000 | 16-17 | 109.00    |           |
|          |            |      |      | 06/24/2017 |                                | 0000065516            | B C DRAIN                   |      |         |       |       |      |         |       |           | 109.00    |
| 06/24/17 | 0000065517 | C    |      | 06/24/2017 | TRANSPORTTION CHARTER SERVICES | CONTRACTED SERVICES   | Fine & Applied Arts         | 01.0 | 00000.0 | 00000 | 04400 | 5810 | 1051000 | 16-17 | 710.00    |           |

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## CERRITOS COLLEGE

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WEEKLY

| Change   |            |      |      |            |                                  |                            |                                 |                                          |         |       |       |      |         |       | Distrib   |           |
|----------|------------|------|------|------------|----------------------------------|----------------------------|---------------------------------|------------------------------------------|---------|-------|-------|------|---------|-------|-----------|-----------|
| PO Date  | PO #       | Stat | Ord# | Date       | Vendor Name                      | Description                | Dept/Site                       | Fund                                     | Res.Prj | Goal  | Funct | Obj  | Sch/Loc | BP    | Amount    | PO Amt    |
|          |            |      |      |            |                                  | 06/24/2017                 | 0000065517                      | TRANSPORTTION CHARTER SERVICES INC.      |         |       |       |      |         |       |           | 710.00    |
| 06/26/17 | 0000065518 | C    |      | 06/26/2017 | AMERICAN FIDELITY ADMINISTRATIVE | MISCELLANEOUS              | Fiscal Operations               | 01.0                                     | 00000.0 | 00000 | 04200 | 5810 | 6721000 | 16-17 | 1,663.80  |           |
|          |            |      |      |            |                                  | 06/26/2017                 | 0000065518                      | AMERICAN FIDELITY ADMINISTRATIVE SERVICE |         |       |       |      |         |       |           | 1,663.80  |
| 06/27/17 | 0000065519 | C    |      | 06/27/2017 | RODGER'S CATERING                | NON-INSTRUCTIONAL SUPPLIES | Matriculation-Std nt Assessment | 01.3                                     | 00000.0 | 00000 | 71110 | 4550 | 6320000 | 16-17 | 1,480.06  |           |
|          |            |      |      |            |                                  | 06/27/2017                 | 0000065519                      | RODGER'S CATERING                        |         |       |       |      |         |       |           | 1,480.06  |
| 06/27/17 | 0000065520 | C    |      | 06/27/2017 | US BANK EQUIPMENT                | MISCELLANEOUS              | Purchasing                      | 01.0                                     | 00000.0 | 00100 | 04300 | 5810 | 6722000 | 16-17 | 8,347.50  |           |
|          |            |      |      |            |                                  | 06/27/2017                 | 0000065520                      | US BANK EQUIPMENT FINANCE                |         |       |       |      |         |       |           | 8,347.50  |
| 06/27/17 | 0000065521 | C    |      | 06/27/2017 | COMMUNITY COLLEGE SEARCH         | CONTRACTED SERVICES        | Fiscal Operations               | 01.3                                     | 00000.0 | 00000 | 74500 | 5810 | 6720000 | 16-17 | 3,956.00  |           |
|          |            |      |      |            |                                  | 06/27/2017                 | 0000065521                      | COMMUNITY COLLEGE SEARCH SERVICES        |         |       |       |      |         |       |           | 3,956.00  |
| 06/27/17 | 0000065522 | C    |      | 06/27/2017 | COMMUNITY COLLEGE SEARCH         | CONTRACTED SERVICES        | Fiscal Operations               | 01.3                                     | 00000.0 | 00000 | 74500 | 5810 | 6720000 | 16-17 | 10,488.00 |           |
|          |            |      |      |            |                                  | 06/27/2017                 | 0000065522                      | COMMUNITY COLLEGE SEARCH SERVICES        |         |       |       |      |         |       |           | 10,488.00 |
| 06/28/17 | 0000065523 | C    |      | 06/28/2017 | ON-TRAX INC.                     | REPAIRS - OTHER            | Support Campus Act              | 01.0                                     | 00000.0 | 00000 | 02520 | 5630 | 1056000 | 16-17 | 750.00    |           |
|          |            |      |      |            |                                  | 06/28/2017                 | 0000065523                      | ON-TRAX INC.                             |         |       |       |      |         |       |           | 750.00    |
| 06/29/17 | 0000065524 | C    |      | 06/29/2017 | VICENTI LLOYD STUTZMAN           | MISCELLANEOUS              | Fiscal Operations               | 01.0                                     | 00000.0 | 00000 | 04200 | 5710 | 6721000 | 16-17 | 8,500.00  |           |
|          |            |      |      |            |                                  | 06/29/2017                 | 0000065524                      | VICENTI LLOYD STUTZMAN                   |         |       |       |      |         |       |           | 8,500.00  |
| 06/29/17 | 0000065525 | C    |      | 06/29/2017 | AAA                              | MISCELLANEOUS              | Fiscal Operations               | 01.0                                     | 00000.0 | 00100 | 04100 | 5420 | 6720000 | 16-17 | 4,158.77  |           |
|          |            |      |      |            |                                  | 06/29/2017                 | 0000065525                      | AAA                                      |         |       |       |      |         |       |           | 4,158.77  |
| 06/29/17 | 0000065526 | C    |      | 06/29/2017 | GALLARDO, BERENICE               | COMPUTER LOAN PROGRAM      | District                        | 01.0                                     | 00000.0 | 00000 | 00000 | 9181 | 0000000 | 16-17 | 2,000.00  |           |

Stat: P=Pending, A=Active, C=Completed, X=Canceled

\* Prior Year Payments

Report ID: LAPO009C

District: 64360

Purchase Orders/Buyouts To The Board for Ratification From : 07/01/2016 To 06/30/2017

Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified

## Board List Purchase Order Report

## CERRITOS COLLEGE

Page No. 17

Run Date: 07/08/2017

Run Time: 05:43:42AM

FY: 16-17

WEEKLY

| Change   |            |      |      |            |                                |                     |                           |                                |         |       |       |      |         |       | Distrib   |           |
|----------|------------|------|------|------------|--------------------------------|---------------------|---------------------------|--------------------------------|---------|-------|-------|------|---------|-------|-----------|-----------|
| PO Date  | PO #       | Stat | Ord# | Date       | Vendor Name                    | Description         | Dept/Site                 | Fund                           | Res.Prj | Goal  | Funct | Obj  | Sch/Loc | BP    | Amount    | PO Amt    |
|          |            |      |      |            |                                | 06/29/2017          | 0000065526                | GALLARDO, BERENICE             |         |       |       |      |         |       |           | 2,000.00  |
| 06/29/17 | 0000065527 | C    |      | 06/29/2017 | RODGER'S CATERING              | FOOD PRODUCTS       | Oth Instr Sup Services    | 01.3                           | 00000.0 | 00000 | 72740 | 4550 | 6190000 | 16-17 | 82.48     |           |
|          |            |      |      |            |                                | 06/29/2017          | 0000065527                | RODGER'S CATERING              |         |       |       |      |         |       |           | 82.48     |
| 06/30/17 | 0000065528 | A    |      | 07/06/2017 | FINAL CLEANING SOLUTIONS, INC. | CONTRACTED SERVICES | Physical Property-Related | 42.0                           | 00000.0 | 00000 | 64045 | 6130 | 7100000 | 16-17 | 15,328.57 |           |
|          |            |      |      |            |                                | 06/30/2017          | 0000065528                | FINAL CLEANING SOLUTIONS, INC. |         |       |       |      |         |       |           | 15,328.57 |
| 06/30/17 | 0000065529 | C    |      | 06/30/2017 | FAST DEER BUS CHARTER, INC.    | CONTRACTED SERVICES | Physical Sciences         | 01.0                           | 00000.0 | 00000 | 04400 | 5810 | 1951000 | 16-17 | 6,735.00  |           |
|          |            |      |      |            |                                | 06/30/2017          | 0000065529                | FAST DEER BUS CHARTER, INC.    |         |       |       |      |         |       |           | 6,735.00  |
| 06/22/17 | 15C0223B   | A    |      | 06/22/2017 | RIZO, CHRISTOPHER              | MISCELLANEOUS       | Community Service Classes | 39.2                           | 00000.0 | 00000 | 02310 | 5810 | 6820000 | 16-17 | 750.00    |           |
|          |            |      |      |            |                                | 06/22/2017          | 15C0223B                  | RIZO, CHRISTOPHER              |         |       |       |      |         |       |           | 750.00    |
| 06/12/17 | 15P010-04  | A    |      | 06/12/2017 | TSG ENTERPRISES, INC.          | CONTRACTED SERVICES | Physical Property-Related | 42.1                           | 00000.0 | 00000 | 65035 | 6130 | 7100000 | 16-17 | 6,924.00  |           |
|          |            |      |      |            |                                | 06/12/2017          | 15P010-04                 | TSG ENTERPRISES, INC.          |         |       |       |      |         |       |           | 6,924.00  |
| 06/01/17 | 16FC0038   | A    |      | 06/01/2017 | B.K. SIGNS INCORPORATED        | MISCELLANEOUS       | Physical Property-Related | 42.1                           | 00000.0 | 00000 | 65052 | 6130 | 7100000 | 16-17 | 22,810.00 |           |
|          |            |      |      |            |                                | 06/01/2017          | 16FC0038                  | B.K. SIGNS INCORPORATED        |         |       |       |      |         |       |           | 22,810.00 |
| 06/05/17 | 16FC0041   | A    |      | 06/06/2017 | EZ AUTOMATED SYSTEMS , INC     | CONTRACTED SERVICES | Building Maintenance-Re   | 41.0                           | 00000.0 | 00000 | 71016 | 5810 | 6510000 | 16-17 | 23,934.00 |           |
|          |            |      |      |            |                                | 06/05/2017          | 16FC0041                  | EZ AUTOMATED SYSTEMS , INC     |         |       |       |      |         |       |           | 23,934.00 |
| 06/01/17 | 16FC0047   | A    |      | 06/01/2017 | ENVISE                         | CONTRACTED SERVICES | Physical Property-Related | 42.0                           | 00000.0 | 00000 | 64045 | 6130 | 7100000 | 16-17 | 38,368.00 |           |
|          |            |      |      |            |                                | 06/01/2017          | 16FC0047                  | ENVISE                         |         |       |       |      |         |       |           | 38,368.00 |
| 06/05/17 | 16FC0048   | A    |      | 06/06/2017 | MEL SMITH ELECTRIC, INC.       | CONTRACTED SERVICES | Physical Property-Related | 42.0                           | 00000.0 | 00000 | 64051 | 6130 | 7100000 | 16-17 | 41,592.91 |           |

Stat: P=Pending, A=Active, C=Completed, X=Canceled

\* Prior Year Payments

Report ID: LAPO009C

District: 64360

## Board List Purchase Order Report

## CERRITOS COLLEGE

Page No. 18

Run Date: 07/08/2017

Run Time: 05:43:42AM

FY: 16-17

Purchase Orders/Buyouts To The Board for Ratification From : 07/01/2016 To 06/30/2017

Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified

WEEKLY

| Change   |          |      |      |            |                             |                     |                           |                             |         |       |       |      |         |       | Distrib    |            |
|----------|----------|------|------|------------|-----------------------------|---------------------|---------------------------|-----------------------------|---------|-------|-------|------|---------|-------|------------|------------|
| PO Date  | PO #     | Stat | Ord# | Date       | Vendor Name                 | Description         | Dept/Site                 | Fund                        | Res.Prj | Goal  | Funct | Obj  | Sch/Loc | BP    | Amount     | PO Amt     |
|          |          |      |      |            |                             | 06/05/2017          | 16FC0048                  | MEL SMITH ELECTRIC, INC.    |         |       |       |      |         |       |            | 41,592.91  |
| 06/01/17 | 16FC0050 | A    |      | 06/01/2017 | PACIFIC COAST CABLING, INC. | MISCELLANEOUS       | Physical Property-Related | 42.1                        | 00000.0 | 00000 | 65052 | 6130 | 7100000 | 16-17 | 19,150.13  |            |
|          |          |      |      |            |                             | 06/01/2017          | 16FC0050                  | PACIFIC COAST CABLING, INC. |         |       |       |      |         |       |            | 19,150.13  |
| 06/01/17 | 16FC0051 | A    |      | 06/01/2017 | INTEGRATED INTERIORS, INC.  | CONTRACTED SERVICES | Building Maintenance-Re   | 41.0                        | 00000.0 | 00000 | 71016 | 5810 | 6510000 | 16-17 | 22,600.00  |            |
|          |          |      |      |            |                             | 06/01/2017          | 16FC0051                  | INTEGRATED INTERIORS, INC.  |         |       |       |      |         |       |            | 22,600.00  |
| 06/12/17 | 16P015   | A    |      | 06/12/2017 | FIELD TURF USA, INC         | MISCELLANEOUS       | Physical Property-Related | 42.1                        | 00000.0 | 00000 | 65035 | 6120 | 7100000 | 16-17 | 700,000.00 |            |
|          |          |      |      |            |                             | 06/12/2017          | 16P015                    | FIELD TURF USA, INC         |         |       |       |      |         |       |            | 700,000.00 |
| 06/03/17 | 50828C   | A    |      | 06/03/2017 | TBP ARCHITECT               | CONTRACTED SERVICES | Physical Property-Related | 42.0                        | 00000.0 | 00000 | 64038 | 6220 | 7100000 | 16-17 | 3,743.76   |            |
|          |          |      |      |            |                             | 06/03/2017          | 50828C                    | TBP ARCHITECT               |         |       |       |      |         |       |            | 3,743.76   |

Total by District : 64360

1,552,912.09

1,552,912.09

End of Report LAPO009C

Stat: P=Pending, A=Active, C=Completed, X=Canceled

\* Prior Year Payments

# CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **August 16, 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

|                                                                                          |
|------------------------------------------------------------------------------------------|
| <b>SUBJECT:</b> <b>Consideration of Approval of Contracts for the Month of June 2017</b> |
|------------------------------------------------------------------------------------------|

**ACTION**

It is recommended that the Board of Trustees approve the contracts that were processed during the month of June 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 June 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)**

June 2017 – Contracts

**Consideration of Approval of New/Amended Contracts  
for the Month of June 2017**

| NEW CONTRACTS |                                                       |                                                                                                                                                                                                                                                   |            |          |             |                          |
|---------------|-------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|----------|-------------|--------------------------|
| Number        | Contractor                                            | Service                                                                                                                                                                                                                                           | Start Date | End Date | Cost        | Requestor                |
| 17C0003       | California State University, Long Beach               | University students to receive clinical nursing experience at Cerritos College Student Health Center on a rotational basis.                                                                                                                       | 07/01/17   | 06/30/21 | No Cost     | Student Health Services  |
| 17C0004*      |                                                       |                                                                                                                                                                                                                                                   |            |          |             |                          |
| 17C0005       | Eureka                                                | Contractor to provide a career search system for Cerritos College students in the Career Center.                                                                                                                                                  | 07/01/17   | 06/30/18 | \$2,060.81  | Career Services          |
| 17C0006       | Medical Billing Technologies, Inc.                    | Contractor to provide assistance in fully and accurately completing and submitting billing, using OptiClaim software. Contractor will submit Client's Local Education Agencies (LEA) Medi-Cal Billing Option Program via electronic transmission. | 07/01/17   | 06/30/19 | \$3,000.00  | Student Health Services  |
| 17C0007*      |                                                       |                                                                                                                                                                                                                                                   |            |          |             |                          |
| 17C0008*      |                                                       |                                                                                                                                                                                                                                                   |            |          |             |                          |
| 17C0009*      |                                                       |                                                                                                                                                                                                                                                   |            |          |             |                          |
| 17C0010       | Artesia Christian Home                                | Cerritos College Police Department to provide fingerprinting services for contractor's clients.                                                                                                                                                   | 07/01/17   | 06/30/22 | \$2,000.00  | Campus Police            |
| 17C0011       | California State University, Dominguez Hills          | University students to receive clinical nursing experience at Cerritos College Student Health Center on a rotational basis.                                                                                                                       | 07/01/17   | 06/30/19 | No Cost     | Student Health Services  |
| 17C0012       | California Advancing Pathways for Students            | Memorandum of Understanding between Contractor and Cerritos College to provide dual enrollment courses at designated high schools.                                                                                                                | 08/14/17   | 06/30/18 | No Cost     | Educational Partnerships |
| 17C0013       | Chancellor's Office for the California Comm. Colleges | Contractor to provide subscription service to facilitate data collection and reporting to meet Student Right To Know legislation requirements.                                                                                                    | 07/01/17   | 06/30/20 | \$17,700.00 | Student Services         |

## Consideration of Approval of New/Amended Contracts for the Month of June 2017

| NEW CONTRACTS |                                |                                                                                                                                    |            |          |         |                          |
|---------------|--------------------------------|------------------------------------------------------------------------------------------------------------------------------------|------------|----------|---------|--------------------------|
| Number        | Contractor                     | Service                                                                                                                            | Start Date | End Date | Cost    | Requestor                |
| 17C0014       | Downey Unified School District | Memorandum of Understanding between Contractor and Cerritos College to provide dual enrollment courses at designated high schools. | 08/14/17   | 06/30/18 | No Cost | Educational Partnerships |

\*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 June 2017

| AMENDED CONTRACTS |                |                                                                                      |                |            |            |                    |
|-------------------|----------------|--------------------------------------------------------------------------------------|----------------|------------|------------|--------------------|
| Number            | Contractor     | Service                                                                              | Start Date     | End Date   | Cost       | Requestor          |
| 16C0090A          | Granicus, Inc. | Amendment No. 1 – Webcasting and SDI encoding app for the Board of Trustees meetings | Effective date | 06/30/2018 | \$8,000.00 | President's Office |

\*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 June 2017**

| <b>CONSTRUCTION RELATED CONTRACTS</b> |                                      |                                                                                                                                                                                                                                              |                   |                    |              |                  |
|---------------------------------------|--------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|--------------------|--------------|------------------|
| <b>Number</b>                         | <b>Contractor</b>                    | <b>Service</b>                                                                                                                                                                                                                               | <b>Start Date</b> | <b>End Date</b>    | <b>Cost</b>  | <b>Requestor</b> |
| 53435C                                | CS & Associates, Inc.                | PO Adjustment No. 2 – Labor Compliance for Fine Arts project                                                                                                                                                                                 | 07/01/2017        | 12/31/17           | \$9,379.30   | Facilities       |
| 16P016                                | JM & J Contractors dba Joe M. Vargas | Informal Bid: Parking Lot 2 Renovation                                                                                                                                                                                                       | 06/20/2017        | Project completion | \$99,300.00  | Facilities       |
| 16P017                                | Resource Environmental, Inc.         | Informal Bid: Old Fine Arts Building Exterior Abatement                                                                                                                                                                                      | 06/20/2017        | Project completion | \$104,000.00 | Facilities       |
| 16FC0052                              | Simplex Grinnell                     | Fire Alarm at Student Health Center/Aquatic Center – Replace existing multi-mode transceivers with single mode transceivers                                                                                                                  | 6/14/2017         | 12/30/2017         | \$31,400.00  | Facilities       |
| 16FC0053                              | Preferred Landscape, Inc.            | Health & Wellness Complex – Cap irrigation lines, expose and remove unforeseen transite pipe                                                                                                                                                 | 6/14/2017         | 12/30/2017         | \$18,734.00  | Facilities       |
| 17FC0001                              | Verne's Plumbing                     | Relocate the parking lot gas main                                                                                                                                                                                                            | 7/7/2017          | 1/31/2018          | \$44,103.66  | Facilities       |
| 17FC0002                              | Integrated Interiors                 | Offsite Learning Center - Refurbish room 320, work to include but not limited to, wall and ceiling prep, interior and exterior painting, installation of electrical including A/C Window Unit, and purchase and installation of whiteboards. | 7/7/2017          | 1/31/2018          | \$36,115.00  | Facilities       |
| 17FC0003                              | Del Mar Floor Covering               | La Mirada Satellite Location - prep and repair floor for the installation of carpet tiles in Rooms 20 & 21.                                                                                                                                  | 7/8/2017          | 1/31/2018          | \$24,338.54  | Facilities       |

# CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **August 16, 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

|                                                                                                                                                                                            |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>SUBJECT:        Consideration of Ratification to Amend the Master Inspector of Record Services Agreement with TYR, Inc. for the District's Inspector of Record Services Pool</b></p> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**ACTION**

It is recommended that the Board of Trustees ratify the amendment to the Master Inspector of Record (IOR) Services Agreement ("Master IOR Agreement") with TYR, Inc. for the purpose of maintaining a qualified pool of IOR firms for Cerritos College pursuant to Request for Qualifications (RFQ) No. 13P026, Inspector of Record Services for Campus-Wide Measure CC and/or G Facilities Projects.

**FISCAL IMPACT**

There is no fiscal impact to Cerritos College for entering into an amendment to the Master Inspector of Record (IOR) Services Agreement ("Master IOR Agreement"). Individual Project Assignment Agreements will continue to be drafted for each project on an as-needed basis. The Project Assignment Agreements will be governed by the terms and conditions of the Master IOR Agreement. However, each Project Assignment Agreement will include the scope of work, project cost estimates, fee to inspection firm, and conditions specific to the project. As the need for services on a project arises, a Project Assignment Agreement will be brought before the Board of Trustees for approval or ratification detailing fiscal implications.

**REPORT SUMMARY**

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

**SERVICES – AMENDMENT**

**TYR, INC.**

**MASTER INSPECTOR OF RECORDS SERVICES AGREEMENT**

Purpose: On March 25, 2014, Cerritos College released Request for Qualifications (RFQ) No. 13P026, Inspector of Record Services for Campus-Wide Measure CC and/or G Facilities Projects. The purpose of the RFQ was to establish a pool of inspection firms to provide DSA Certified Level 1, 2, and 3 Inspector of Record (IOR) services for site improvements, renovations, and new construction on the remaining Measure CC and future Measure G projects, as applicable, as well as any other construction and modernization projects outside of the scope of the bond construction program.

On July 16, 2014, Cerritos College was approved to enter into a Master Agreement with TYR, Inc. for future inspection services. A Master IOR Agreement was developed by Cerritos College to standardize IOR Service contracts and contains the general terms and conditions under which a future Project Assignment Agreement will be executed. Project Assignment Agreements are entered into for each project and these Project Assignment Agreements are brought before the Board of Trustees for approval or ratification. The initial term was for three years starting on or around March 1, 2015 and ending on June 30, 2017, with the option of two one-year renewal terms.

On November 18, 2015, Cerritos College issued Amendment No. 1 to the Master Agreement which added language to Page 12, Item (E) Compensation, to include invoice and payment terms and conditions. No other changes to the Master Agreement were made.

At this time, Cerritos College would like to amend the Master Agreement to provide for a one-year renewal option which would extend the end term of the agreement through June 30, 2018; there will be no other changes to any of the other terms and conditions of the agreement.

#### **NOTICING REQUIREMENTS**

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

#### **ATTACHMENT(S)**

Draft of Amendment No. 2 to Contract No. 13P036, Master Inspector Services Agreement – TYR, Inc.  
Amendment No. 1 to Contract No. 13P036, Master Inspector Services Agreement – TYR, Inc.  
Contract No. 13P036, Master Inspector Services Agreement – TYR, Inc.



# Cerritos College

CONTRACT NO. 13P036

AMENDMENT No. 2  
TO  
MASTER INSPECTOR SERVICES AGREEMENT  
BETWEEN  
CERRITOS COMMUNITY COLLEGE DISTRICT  
AND  
TYR, INC.

The MASTER INSPECTOR SERVICE AGREEMENT ("AGREEMENT") made and entered on **February 25, 2015**, by and between **Cerritos Community College District** ("DISTRICT"), a public community college district organized and existing under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **TYR, Inc.** ("INSPECTOR"), with its principal place of business at 4010 Watson Plaza Dr., Suite 205, Lakewood, CA 90712, is **AMENDED** on **August 16, 2017**, as follows:

Item 1: **Modify** AGREEMENT, Page 2, Item (B) (5), to extend the term of the AGREEMENT by exercising (1) one-year renewal option:

(5) This AGREEMENT shall commence on **March 1, 2015** and shall terminate on ~~June 30, 2017~~ **June 30, 2018** with the option of ~~two~~ **one** one-year renewal ~~terms~~ **term** as mutually agreed to by both Parties, pursuant to Education Code Section 81644 ("Term of Agreement").

**ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.**

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

**DISTRICT:**

**INSPECTOR:**

By: \_\_\_\_\_  
*Signature*

By: \_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Typed or Printed Name & Title*

\_\_\_\_\_  
*Typed or Printed Name & Title*

\_\_\_\_\_  
*E-mail Address*

\_\_\_\_\_  
*Tax ID Number*



# Cerritos College

CONTRACT NO. 13P036

AMENDMENT No. 1  
TO  
MASTER INSPECTOR SERVICES AGREEMENT  
BETWEEN  
CERRITOS COMMUNITY COLLEGE DISTRICT  
AND  
TYR, INC.

The MASTER INSPECTOR SERVICE AGREEMENT ("AGREEMENT") made and entered on **February 25, 2015**, by and between **Cerritos Community College District** ("DISTRICT"), a public community college district organized and existing under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **TYR, Inc.** ("INSPECTOR"), with its principal place of business at 4010 Watson Plaza Dr., Suite 205, Lakewood, CA 90712, is **AMENDED** on **November 18, 2015**, as follows:

Item 1: **Modify** AGREEMENT, Page 12, Item (E) Compensation., by **adding** the following to include invoice and payment terms and conditions:

(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. DISTRICT shall pay INSPECTOR according to the following terms and conditions:

- (1) Payment for the services shall be made for all undisputed amounts based upon the delivery of the services and/or work product as determined by the DISTRICT. Payment shall be made within thirty (30) days after receipt of INSPECTOR'S invoice submitted to the DISTRICT for services actually completed, and after the DISTRICT'S written approval of the services, or the portion of the services for which payment is to be made.
- (2) Invoices shall identify the billing period, AGREEMENT number, PROJECT ASSIGNMENT AGREEMENT number, and INSPECTOR'S Taxpayer Identification Number.
- (3) Invoices shall itemize services performed by service date with a brief description and, as applicable, associated hours worked and billing rates in accordance with the AGREEMENT, or as otherwise set forth in the applicable PROJECT ASSIGNMENT AGREEMENT.

**ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.**

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

[SIGNATURES ON NEXT PAGE]



# Cerritos College

DISTRICT:

By:

A handwritten signature in dark ink, appearing to read "David El Fattal".

Signature

DR. DAVID EL FATTAL  
VICE PRESIDENT OF BUS. SVCS.

Typed or Printed Name & Title

INSPECTOR:

By:

A handwritten signature in dark ink, appearing to read "Youssef Sahni".

Signature

Youssef Sahni President

Typed or Printed Name & Title

Ysahni@tupior.com

E-mail Address

14-1880444

Tax ID Number



## **MASTER INSPECTOR SERVICES AGREEMENT**

This MASTER INSPECTOR SERVICES AGREEMENT is made and entered into this **25** day of **February** in the year **2015**, between **CERRITOS COMMUNITY COLLEGE DISTRICT** ("DISTRICT"), and **TYR, Inc.** ("INSPECTOR"). The DISTRICT and the INSPECTOR are sometimes referred to herein as a "PARTY" and collectively as the "PARTIES". The INSPECTOR and the DISTRICT do hereby contract and agree as follows:

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

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

(1) The PARTIES agree that the written PROJECT ASSIGNMENT AGREEMENT(S) shall reference this Master Inspector Services Agreement as well as identify the specific portion of the PROJECT that is being incorporated into this AGREEMENT by referencing the name of the improvement, location, scope of work, and basis of compensation.

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

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

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

(5) This AGREEMENT shall commence on **March 1, 2015** and shall terminate on **June 30, 2017** with the option of two one-year renewal terms as mutually agreed to by both Parties, pursuant to Education Code Section 81644 ("Term of Agreement").

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

(1) **General.** The INSPECTOR shall act under the direction of the architect and registered engineer. The Inspector shall attend all planning, pre-construction conferences, project meetings, and/or meetings as required by the DISTRICT.

(2) **Duties.** The general duties of the INSPECTOR in fulfilling his/her responsibilities are as follows:

(a) **Continuous Inspection Requirement.** The INSPECTOR must have actual personal knowledge, which is obtained by his or her personal and continuous inspection of the work of construction in all stages of its progress, as set forth in California Education Code Section 81141, that the requirements of the approved plans and specifications are being completely executed.

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

(b) **Relations with Architect and Engineer.** The INSPECTOR shall work under the general direction of the architect or registered engineer. All inconsistencies or

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

(c) Job File.

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

- (A) Form DSA 152 – Project Inspection Card(s)
- (B) DSA approved plans and specifications;
- (C) DSA approved Form DSA 103 – Statement of Structural Tests and Special Inspections
- (D) Deferred submittals as required by the DSA approved plans;
- (E) DSA approved addenda and revisions;
- (F) DSA approved Construction Change Documents;
- (G) Contractor submittals (construction schedule, shop drawings, material certificates, products labels, concrete trip tickets, etc.) as required by the DSA approved Construction Documents;
- (H) Communication log; all communications and project related meeting minutes/notes;
- (I) Deviation Notices (Form DSA 154), as delivered to the DSA, Project Architect/Engineer and Contractor with log listing all notices with resolution status;
- (J) Notices of Deviations/Resolution of Deviations (Form DSA 154);
- (K) Inspector Daily Reports;
- (L) Laboratory tests and inspection reports (Form DSA 291);
- (M) Special inspection reports (Form DSA 292);
- (N) Geotechnical reports (Form DSA 293);
- (O) Records of concrete placing operations;
- (P) Records of welding operations;
- (Q) Records of pile driving operations;
- (R) Verified reports from all parties required to file verified reports;
- (S) Completed semi-monthly reports;
- (T) DSA Field Trip Notes;
- (U) Project Inspector Notifications (Form DSA 151);
- (V) Contractor Notification to Project Inspector

Commencement/Completion of Work (Form DSA 156);

(W) Certificate of Compliance – Approved Bleacher/Grandstand Fabricator (Form DSA 130);

(X) Applicable codes and referenced standards;

(Y) Any other documents required to provide a complete record of construction.

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

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

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

(A) All completed Form DSA 152 documents required for the completion of the PROJECT;

(B) All completed Form DSA 6PI documents including interim and final verified reports;

(C) All completed Form DSA 6AE documents including interim and final verified reports;

(D) The completed Form DSA 6C documents from each contractor having a contract with the SCHOOL;

(E) All completed Form DSA 292 documents including interim and final reports prepared by the Special Inspectors;

(F) All completed Form DSA 291 documents including interim and final reports prepared by the Engineering Manager of the Laboratory of Record;

(G) All completed Form DSA 293 documents including interim and final reports prepared by the Geotechnical Engineer;

(H) The completed Form DSA 130 Certificate of Compliance for Bleachers and Grandstand Fabricator as applicable.

The INSPECTOR shall notify the DISTRICT, in writing, if any of the above forms are not promptly submitted to the INSPECTOR and the DSA by the responsible parties. If necessary, the INSPECTOR shall assist the DISTRICT in obtaining the above documents from the responsible parties for delivery to the DSA. The INSPECTOR shall submit all documents prepared by the INSPECTOR to the DSA without delay.

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

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

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

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

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

(d) Project Inspection Cards.

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

(ii) The INSPECTOR shall complete each PIC as the work progresses pursuant to Title 24, the DSA 152 Manual, PR 13-01 and this AGREEMENT. The INSPECTOR shall not approve and sign off a block or section on a PIC unless the INSPECTOR has verified that: (1) the identified work is in compliance with the DSA approved Construction Documents; (2) all required testing and special inspections have been completed; (3) any and all deviations from the DSA approved Construction Documents have been resolved; (4) all DSA field trip note issues have been resolved; and (5) all required documentation has been received by the INSPECTOR.

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

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

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

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

(v) The INSPECTOR shall collect a copy of the necessary Interim Verified Reports (Form DSA 291) prepared by the Laboratory of Record prior to the INSPECTOR approving and signing off any sections of the PIC's which require testing or special inspections by the employees of the Laboratory of Record as

required by the DSA approved Construction Documents including, but not limited to, the following sections:

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

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

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

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

(viii) The INSPECTOR shall immediately notify the DSA Regional Office with construction oversight authority over the PROJECT, by phone and electronically, if applicable blocks/sections of any PIC have not been signed off by the INSPECTOR and the Contractor on the PROJECT is proceeding with construction activities that are covering the unapproved work.

(e) Testing and Special Inspections.

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

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

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

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

(v) INSPECTOR shall monitor the work of the Laboratory of Record and all Special Inspectors who are not employed by the Laboratory of Record to ensure that all testing and special inspections required for the completion of the PROJECT are performed timely and satisfactorily. The INSPECTOR shall verify that all necessary tests and special inspections are completed and that all necessary reports are collected by the INSPECTOR and posted in the INSPECTOR's Project File and posted electronically with the DSA prior to the start of the construction work requiring such test and/or special inspections and prior to the INSPECTOR signing off or otherwise approving any block/section of a PIC that requires testing and/or special inspection according to the DSA approved Construction Documents.

- (vi) Copies of all daily inspection reports, special daily inspection reports, Interim Verified Reports, Verified Reports and any other reports related to the testing and special inspections performed on the PROJECT, pursuant to the DSA approved Construction Documents, shall be maintained in the INSPECTOR's Project File throughout the duration of the PROJECT. The INSPECTOR shall verify that all testing and special inspection related reports are posted electronically with the DSA by the responsible parties. The INSPECTOR shall notify the DISTRICT, in writing, if any of the above reports are not promptly submitted to the INSPECTOR and posted with the DSA by the responsible parties.
- (f) Inspector's Semimonthly Reports. The INSPECTOR shall keep the architect or registered engineer thoroughly informed as to the progress of the work by making semimonthly reports in writing as required in Section 4-342 of Title 24 of the California Code of Regulations. See also sample of semimonthly report in Appendix of Title 24 of the California Code of Regulations.
- (g) Inspector's Daily Report to District. The INSPECTOR shall keep the DISTRICT thoroughly informed as to the progress of the work by submitting daily reports in writing to the DISTRICT. Such reports shall include, but not be limited to, the following information:
- (i) Activities performed by the Contractors, and areas where work is performed with relation to the plans and specifications.
  - (ii) Manpower assigned to the Contractor and subcontractor(s), including the number of individuals in each trade and the type of work being performed.
  - (iii) Weather conditions.
  - (iv) Equipment and materials delivered to the site.
  - (v) Construction equipment and vehicles utilized and duration on PROJECT.
  - (vi) Nature and location of the work being performed (starting and completion dates for various portions of the work).
  - (vii) Verbal communication and clarifications of the work given to the Contractor awarded the PROJECT.
  - (viii) Inspection by representatives of regulatory agencies.
  - (ix) Occurrences or conditions that might affect Contract Sum or Contract Time.
  - (x) INSPECTOR's record journal to include "Pertinent Calls" relating to conflicting issues regarding changes to documents, i.e., plans, specifications, change orders and job conditions affecting the interests of the DISTRICT.

- (xi) Any work or material in place that does not correspond with the codes, drawings or specifications, as well as resulting action taken. List any other problems or abnormal occurrences that arise during each day, including notations of any particular lack of activity on the part of the Contractor. Note corrective actions taken.
- (xiii) Times of day INSPECTOR was present on site.
- (h) Notifications to Division of the State Architect. The INSPECTOR shall notify the Division of the State Architect:
  - (i) When work is started on the PROJECT.
  - (ii) At least 48 hours in advance of the time when foundation trenches will be complete,  
ready for footing forms.
  - (iii) At least 48 hours in advance of the first pour of concrete.
  - (iv) When work is suspended for a period of more than two weeks.
- (i) Construction Procedure Records. The INSPECTOR shall keep a record of certain phases of construction procedure including, but not limited to, the following:
  - (i) Concrete pouring operations. The record shall show the time and date of placing concrete and the time and date of removal of forms in each portion of the structure.
  - (ii) Welding operations. The record shall include identification marks of welders, lists of defective welds, manner of correction of defects, etc.
  - (iii) Penetration under the last ten (10) blows for each pile when piles are driven for foundations.

All records of construction procedure shall be kept on the job until the completion of the work. All records kept by the INSPECTOR arising out of or in any way connected with the PROJECT shall be and remain the property of the DISTRICT. At the end of each individual PROJECT, the INSPECTOR shall provide to the DISTRICT with all PROJECT documentation in a professional format, both in binders and on a computer CD.

A complete and accurate copy of all records kept or created by the INSPECTOR arising under or connected in any way to the PROJECT shall be furnished by the INSPECTOR to the DISTRICT immediately upon written demand by the DISTRICT.

- (j) Deviations. The INSPECTOR shall notify the contractor, in writing, of any deviations from the approved plans and specifications which are not immediately corrected by the contractor when brought to his/her attention. Copies of such notice shall be forwarded immediately to the architect or registered engineer, and to the Division of the State Architect.

Failure on the part of the INSPECTOR to notify the contractor of deviations from the approved plans and specifications shall in no way relieve the contractor of any responsibility to complete the work covered by his/her contract in accordance with the approved plans and specifications and all laws and regulations.

- (k) Verified Reports. The INSPECTOR shall make and submit to the Division of the State Architect verified reports pursuant to Section 3-342 of Title 24 of the California Code of Regulations. The INSPECTOR shall prepare and deliver to the Division of the State Architect detailed statements of fact regarding materials, operations, etc., when requested.

- (l) Violations. Failure, refusal, or neglect on the part of the INSPECTOR to notify the contractor of any work which does not comply with the requirements of the approved plans and specifications, or failure, refusal, or neglect to report immediately, in writing, any such violation to the architect or registered engineer, to the school board, and to the Division of the State Architect shall constitute a violation of the Field Act and shall be cause for the Division of the State Architect to take action.

(D) Insurance. The INSPECTOR shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to DISTRICT which will protect the INSPECTOR and DISTRICT from claims which may arise out of or result from the INSPECTOR's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

- (1) Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, in no event shall such policy limit be less than \$1,000,000.00.
- (2) Comprehensive general liability insurance with limits of not less than TWO MILLION DOLLARS (\$2,000,000.00) and automobile liability insurance with limits not less than ONE MILLION DOLLARS (\$1,000,000.00) for bodily injury and property damage liability per occurrence, including:
  - a. Owned, non-owned and hired vehicles at cash value;
  - b. Blanket contractual;
  - c. Broad form property damage;

- d. Products/completed operations; and
- e. Personal injury.

(3) Professional liability insurance, including contractual liability, with limits of One Million Dollars (\$1,000,000), per occurrence. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that INSPECTOR subcontracts any portion of INSPECTOR's duties, INSPECTOR shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subparagraph. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.

(4) Each policy of insurance required in Section D(2) above shall name DISTRICT and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of the INSPECTOR hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. The INSPECTOR shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, the INSPECTOR shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event the INSPECTOR fails to secure or maintain any policy of insurance required hereby, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of the INSPECTOR, and in such event, the INSPECTOR shall reimburse DISTRICT upon demand for the cost thereof.

(E) Compensation. The DISTRICT shall pay compensation to the INSPECTOR in accordance with the rate and price schedule information set forth in EXHIBIT "A" to this AGREEMENT unless otherwise set forth in a PROJECT ASSIGNMENT AGREEMENT for a particular portion of the PROJECT.

(F) The INSPECTOR agrees to discharge the duties as set out in this contract in a manner satisfactory to the Division of the State Architect and the Architect retained by the DISTRICT.

(G) Termination. This AGREEMENT or any individual PROJECT ASSIGNMENT AGREEMENT may be terminated by either party upon fourteen (14) days written notice to the other party in the event of a substantial failure of performance by such other party, including insolvency of the INSPECTOR; or if the DISTRICT should decide to abandon or indefinitely postpone the PROJECT or any individual portion thereof.

(1) In the event of a termination based upon abandonment or postponement by DISTRICT, the DISTRICT shall pay INSPECTOR for all services performed and all expenses incurred under this AGREEMENT or any individual PROJECT ASSIGNMENT AGREEMENT supported by documentary evidence, including payroll records, and

expense reports up until the date of the abandonment or postponement plus any sums due the INSPECTOR for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT or any individual PROJECT ASSIGNMENT AGREEMENT, as applicable, consideration shall be given to both completed work and work in process of completion and other documents whether delivered to the DISTRICT or in the possession of the INSPECTOR. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased inspection and replacement inspector costs shall be deducted from payments to the INSPECTOR.

- (2) In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Paragraph (G)(3) below, and INSPECTOR shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by INSPECTOR.
- (3) This AGREEMENT or any PROJECT ASSIGNMENT AGREEMENT, may be terminated without cause by DISTRICT upon fourteen (14) days written notice to INSPECTOR. In the event of a termination without cause, the DISTRICT shall pay INSPECTOR for all services performed and all expenses incurred under this AGREEMENT or any individual PROJECT ASSIGNMENT AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due the INSPECTOR for Board approved extra services.
- (4) In the event the INSPECTOR is terminated, with or without cause, the INSPECTOR shall personally provide all the original PIC's prepared or obtained by the INSPECTOR in connection with the PROJECT to the assuming DSA inspector or the DSA as directed by the DISTRICT. All original PIC's must be provided to the DSA assuming inspector or the DSA, as applicable, within 48 hours of the effective date of the INSPECTOR's termination. Under no circumstances shall the INSPECTOR withhold any original PIC's related to the PROJECT upon the INSPECTOR's termination. The INSPECTOR shall be responsible for any delays on the PROJECT that arise out of the INSPECTOR's failure to provide the original PIC's to the assuming DSA inspector or the DSA as directed by the DISTRICT in accordance with this section. Upon the effective date of the INSPECTOR's termination, the INSPECTOR shall provide copies of all current PIC's in the INSPECTOR's Project File to the DISTRICT along with all other documents detailed in Section (C)(2)(c) of this AGREEMENT or any individual PROJECT ASSIGNMENT AGREEMENT, as applicable.
- (5) In the event of a dispute between the parties as to performance of the work or the interpretation of this AGREEMENT or any individual PROJECT ASSIGNMENT AGREEMENT, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of this dispute, the INSPECTOR agrees to continue the work diligently to completion. If the dispute is

not resolved, the INSPECTOR agrees it will neither rescind the AGREEMENT or any individual PROJECT ASSIGNMENT AGREEMENT, nor stop the progress of the work, but the INSPECTOR's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the PROJECT has been completed, and not before.

- (6) THE DISTRICT AND INSPECTOR UNDERSTAND AND AGREE THAT SECTION (G) OF THIS AGREEMENT SHALL GOVERN ALL TERMINATION RIGHTS AND PROCEDURES BETWEEN THE PARTIES. ANY TERMINATION PROVISION THAT IS ATTACHED TO THIS AGREEMENT AS PART OF ANY PROJECT ASSIGNMENT AGREEMENT BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.

(H) Hold Harmless. To the fullest extent permitted by law, the INSPECTOR agrees to indemnify, defend and hold the DISTRICT entirely harmless from all liability arising out of:

- (1) Workers' Compensation and Employers' Liability. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to the INSPECTOR's employees or the INSPECTOR's subcontractor's employees arising out of INSPECTOR's work under this AGREEMENT; and
- (2) General Liability. Liability for damages for (a) death or bodily injury to person; (b) injury to, loss or theft of property; (c) any failure or alleged failure to comply with any provision of law or (d) any other loss, damage or expense arising under either (a), (b), or (c) herein this paragraph, sustained by the INSPECTOR or any person, firm or corporation employed by the INSPECTOR related to, founded upon or in connection with this AGREEMENT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent consultants who are directly employed by the DISTRICT;
- (3) Professional Liability. Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of the INSPECTOR, or any person, firm or corporation employed by the INSPECTOR, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the DISTRICT, arising out of, or in any way connected with the PROJECT, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of the DISTRICT.
- (4) Business Automobile Liability. Liability for bodily injury or property damage claims arising out of the use of owned, hired, or non-owned automobiles operated by the INSPECTOR, its officers, agents, employees or anyone employed by the INSPECTOR, in connection with work performed under this AGREEMENT.
- (5) INSPECTOR, at INSPECTOR's own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the

DISTRICT, its officers, agents or employees on account of or founded upon any of the causes, damages or injuries identified herein Section (H) and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

(6) THE PARTIES UNDERSTAND AND AGREE THAT SECTION (H) OF THIS AGREEMENT SHALL BE THE SOLE INDEMNITY, AS DEFINED BY CALIFORNIA CIVIL CODE § 2772, GOVERNING THIS AGREEMENT. ANY OTHER INDEMNITY THAT MAY BE ATTACHED TO THIS AGREEMENT OR PART OF ANY PROJECT ASSIGNMENT AGREEMENT OR OTHERWISE INCLUDED IN THE CONSULTANT'S TERMS AND CONDITIONS SHALL BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.

(7) ANY ATTEMPT TO LIMIT THE INSPECTOR'S LIABILITY TO THE DISTRICT IN ANY SUBSEQUENTLY EXECUTED PROJECT ASSIGNMENT ORDER(S) SHALL BE VOID AND UNENFORCEABLE BETWEEN THE DISTRICT AND THE INSPECTOR.

(I) Independent Contractor. INSPECTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. The INSPECTOR understands and agrees that INSPECTOR and all of INSPECTOR's employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. The INSPECTOR assumes the full responsibility for the acts and/or omissions of the INSPECTOR's employees or agents as they relate to the services to be provided under this AGREEMENT. The INSPECTOR shall assume full responsibility for payment of all prevailing wages and all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective INSPECTOR's employees.

(J) Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or the INSPECTOR.

(K) The DISTRICT and the INSPECTOR, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT. The INSPECTOR shall not assign this AGREEMENT.

(L) This AGREEMENT shall be governed by the laws of the State of California.

(M) Each of the PARTIES have had the opportunity to, and have to the extent each deemed appropriate, obtained legal counsel concerning the content and meaning of this AGREEMENT. Each of the PARTIES agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate this AGREEMENT. This AGREEMENT represents the entire AGREEMENT between the DISTRICT and INSPECTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This

AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the INSPECTOR.

(N) THIS AGREEMENT AND ALL PROJECT ASSIGNMENT AGREEMENTS SHALL NOT INCLUDE OR INCORPORATE THE TERMS OF ANY GENERAL CONDITIONS, CONDITIONS, MASTER AGREEMENT OR ANY OTHER BOILERPLATE TERMS OR FORM DOCUMENTS PREPARED BY THE INSPECTOR. THE ATTACHMENT OF ANY SUCH DOCUMENT TO THIS AGREEMENT AS EXHIBIT "A" OR PART OF ANY SUBSEQUENTLY EXECUTED PROJECT ASSIGNMENT AGREEMENT SHALL NOT BE INTERPRETED OR CONSTRUED TO INCORPORATE SUCH TERMS INTO THIS AGREEMENT OR AND PROJECT ASSIGNMENT AGREEMENT UNLESS THE DISTRICT APPROVES OF SUCH INCORPORATION IN A SEPARATE WRITING SIGNED BY THE DISTRICT. ANY REFERENCE TO SUCH BOILERPLATE TERMS AND CONDITIONS IN THE PROPOSAL OR QUOTE SUBMITTED BY THE INSPECTOR SHALL BE NULL AND VOID AND HAVE NO EFFECT UPON THIS AGREEMENT OR ANY SUBSEQUENTLY EXECUTED PROJECT ASSIGNMENT AGREEMENTS. PROPOSALS, QUOTES, STATEMENT OF QUALIFICATIONS AND OTHER SIMILAR DOCUMENTS PREPARED BY THE INSPECTOR MAY BE INCORPORATED INTO THIS AGREEMENT AS EXHIBIT "A" OR A PROJECT ASSIGNMENT AGREEMENT AS ATTACHMENT 1 BUT SUCH INCORPORATION SHALL BE STRICTLY LIMITED TO THOSE PARTS DESCRIBING THE INSPECTOR'S SCOPE OF WORK, RATE AND PRICE SCHEDULE AND QUALIFICATIONS.

(O) Time is of the essence with respect to all provisions of this AGREEMENT.

(P) This AGREEMENT will be liberally construed to effectuate the intention of the PARTIES with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguities with respect to, any word, phrase or provision of this AGREEMENT, neither this AGREEMENT nor any uncertainty or ambiguity be construed or resolved against either PARTY (including the PARTY primarily responsible for drafting and preparation of this AGREEMENT), under any rule of construction or otherwise, it being expressly understood and agreed that the PARTIES have participated equally or have had equal opportunity to participate in the drafting hereof.

(Q) If either PARTY becomes involved in litigation arising out of this AGREEMENT or the performance thereof, each PARTY shall bear its own litigation costs and expenses, including reasonable attorney's fees.

(R) All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this AGREEMENT by this reference as though fully set forth in each instance in the text hereof unless otherwise excluded by this AGREEMENT.

(S) This AGREEMENT or any subsequently executed PURCHASE ASSIGNMENT AGREEMENT is not a valid or enforceable obligation against the DISTRICT until approved or ratified by motion of the Governing Board of the District duly passed and adopted.

(T) Assignment. INSPECTOR shall not assign or transfer this AGREEMENT or any interests of INSPECTOR herein without the prior written approval of the DISTRICT. Any such attempt by the INSPECTOR to assign or transfer this AGREEMENT or any of the INSPECTOR's interests set forth herein without the DISTRICT's written approval shall be void and shall be given no force or effect. No individual person assigned to provide the services hereunder for the PROJECT may be changed or substituted without the prior written consent of the DISTRICT. Such consent may be given or withheld in the DISTRICT's absolute discretion.

(U) Administration. The INSPECTOR shall produce, or shall hire the necessary independent contractors and/or consultants needed to produce, a clerically smooth product for the DISTRICT and for the INSPECTOR's routine correspondence with the DISTRICT. These clerical services shall be provided at no additional expense to the DISTRICT.

(V) Conflict of Interest. The INSPECTOR hereby represents, warrants and covenants that: (i) at the time of execution of this AGREEMENT, the INSPECTOR has no interest and shall not acquire any interest in the future, whether direct or indirect, which would conflict in any manner or degree with the performance of services under this AGREEMENT; and (ii) the INSPECTOR shall not employ in the performance of services under this AGREEMENT any person or entity having such an interest.

***(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)***

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

**INSPECTOR:**

TYR, Inc.  
2760 E Spring Street, Ste 180  
Long Beach, California 90806

By: \_\_\_\_\_

*Youssef Ichi*  
President 3/12/15

**DISTRICT:**

Cerritos Community College District  
11110 Alondra Blvd.  
Norwalk California 90650

By: \_\_\_\_\_

*Dr. David El Fatih*  
DR. DAVID EL FATIHAL  
V.P. OF BUSINESS SERVICE

**EXHIBIT "A"**

(Fill in Applicable Rates Below or Attach Inspector's Proposal, if any, for Rates and/or  
Additional Basic Services)

| <b><u>INSPECTOR CERTIFICATION</u></b> | <b><u>HOURLY</u></b> |
|---------------------------------------|----------------------|
| PROJECT INSPECTOR CLASS 1             | <b>\$74.00</b>       |
| PROJECT INSPECTOR CLASS 2             | <b>\$67.00</b>       |
| PROJECT INSPECTOR CLASS 3             | <b>\$64.00</b>       |

# CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **August 16, 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

|                                                                                                                                                                                                            |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>SUBJECT:        Consideration of Ratification to Amend the Master Inspector of Record Services Agreement with The Vinewood Company, LLC for the District's Inspector of Record Services Pool</b></p> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**ACTION**

It is recommended that the Board of Trustees ratify the amendment to the Master Inspector of Record (IOR) Services Agreement ("Master IOR Agreement") with The Vinewood Company, LLC for the purpose of maintaining a qualified pool of IOR firms for Cerritos College pursuant to Request for Qualifications (RFQ) No. 13P026, Inspector of Record Services for Campus-Wide Measure CC and/or G Facilities Projects.

**FISCAL IMPACT**

There is no fiscal impact to Cerritos College for entering into an amendment to the Master Inspector of Record (IOR) Services Agreement ("Master IOR Agreement"). Individual Project Assignment Agreements will continue to be drafted for each project on an as-needed basis. The Project Assignment Agreements will be governed by the terms and conditions of the Master IOR Agreement. However, each Project Assignment Agreement will include the scope of work, project cost estimates, fee to inspection firm, and conditions specific to the project. As the need for services on a project arises, a Project Assignment Agreement will be brought before the Board of Trustees for approval or ratification detailing fiscal implications.

**REPORT SUMMARY**

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

**SERVICES – AMENDMENT**

**THE VINEWOOD COMPANY, LLC**

**MASTER INSPECTOR OF RECORDS SERVICES AGREEMENT**

Purpose: On March 25, 2014, Cerritos College released Request for Qualifications (RFQ) No. 13P026, Inspector of Record Services for Campus-Wide Measure CC and/or G Facilities Projects. The purpose of the RFQ was to establish a pool of inspection firms to provide DSA Certified Level 1, 2, and 3 Inspector of Record (IOR) services for site improvements, renovations, and new construction on the remaining Measure CC and future Measure G projects, as applicable, as well as any other construction and modernization projects outside of the scope of the bond construction program.

On July 16, 2014, Cerritos College was approved to enter into a Master Agreement with The Vinewood Company, LLC for future inspection services. A Master IOR Agreement was developed by Cerritos College to standardize IOR Service contracts and contains the general terms and conditions under which a future Project Assignment Agreement will be executed. Project Assignment Agreements are entered into for each project and these Project Assignment Agreements are brought before the Board of Trustees for approval or ratification. The initial term was for three years starting on or around February 1, 2015 and ending on June 30, 2017, with the option of two one-year renewal terms.

On November 18, 2015, Cerritos College issued Amendment No. 1 to the Master Agreement which added language to Page 12, Item (E) Compensation, to include invoice and payment terms and conditions. No other changes to the Master Agreement were made.

At this time, Cerritos College would like to amend the Master Agreement to provide for a one-year renewal option which would extend the end term of the agreement through June 30, 2018; there will be no other changes to any of the other terms and conditions of the agreement.

#### **NOTICING REQUIREMENTS**

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

#### **ATTACHMENT(S)**

Draft of Amendment No. 2 to Contract No. 13P035, Master Inspector Services Agreement – The Vinewood Company, LLC

Amendment No. 1 to Contract No. 13P035, Master Inspector Services Agreement – The Vinewood Company, LLC

Contract No. 13P035, Master Inspector Services Agreement – The Vinewood Company, LLC



AMENDMENT No. 2  
TO  
MASTER INSPECTOR SERVICES AGREEMENT  
BETWEEN  
CERRITOS COMMUNITY COLLEGE DISTRICT  
AND  
THE VINEWOOD COMPANY, LLC

The MASTER INSPECTOR SERVICE AGREEMENT ("AGREEMENT") made and entered on **January 28, 2015**, by and between **Cerritos Community College District** ("DISTRICT"), a public community college district organized and existing under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **The Vinewood Company, LLC** ("INSPECTOR"), with its principal place of business at 1854 Vinewood Street, La Verne, CA 91750, is **AMENDED** on **August 16, 2017**, as follows:

Item 1: **Modify** AGREEMENT, Page 2, Item (B) (5), to extend the term of the AGREEMENT by exercising (1) one-year renewal option:

(5) This AGREEMENT shall commence on **March 1, 2015** and shall terminate on ~~June 30, 2017~~ **June 30, 2018** with the option of ~~two~~ **one** one-year renewal ~~terms~~ **term** as mutually agreed to by both Parties, pursuant to Education Code Section 81644 ("Term of Agreement").

**ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.**

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

**DISTRICT:**

**INSPECTOR:**

By: \_\_\_\_\_  
*Signature*

By: \_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Typed or Printed Name & Title*

\_\_\_\_\_  
*Typed or Printed Name & Title*

\_\_\_\_\_  
*E-mail Address*

\_\_\_\_\_  
*Tax ID Number*



# Cerritos College

CONTRACT NO. 13P035

AMENDMENT No. 1  
TO  
MASTER INSPECTOR SERVICES AGREEMENT  
BETWEEN  
CERRITOS COMMUNITY COLLEGE DISTRICT  
AND  
THE VINEWOOD COMPANY, LLC

The MASTER INSPECTOR SERVICE AGREEMENT ("AGREEMENT") made and entered on **January 28, 2015**, by and between **Cerritos Community College District** ("DISTRICT"), a public community college district organized and existing under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **The Vinewood Company, LLC** ("INSPECTOR"), with its principal place of business at 1854 Vinewood Street, La Verne, CA 91750, is **AMENDED** on **November 18, 2015**, as follows:

Item 1: **Modify** AGREEMENT, Page 12, Item (E) Compensation., by **adding** the following to include invoice and payment terms and conditions:

(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: DISTRICT shall pay INSPECTOR according to the following terms and conditions:

- (1) Payment for the services shall be made for all undisputed amounts based upon the delivery of the services and/or work product as determined by the DISTRICT. Payment shall be made within thirty (30) days after receipt of INSPECTOR'S invoice submitted to the DISTRICT for services actually completed, and after the DISTRICT'S written approval of the services, or the portion of the services for which payment is to be made.
- (2) Invoices shall identify the billing period, AGREEMENT number, PROJECT ASSIGNMENT AGREEMENT number, and INSPECTOR'S Taxpayer Identification Number.
- (3) Invoices shall itemize services performed by service date with a brief description and, as applicable, associated hours worked and billing rates in accordance with the AGREEMENT, or as otherwise set forth in the applicable PROJECT ASSIGNMENT AGREEMENT.

**ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.**

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

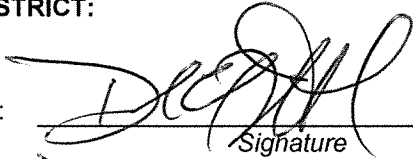
[SIGNATURES ON NEXT PAGE]



# Cerritos College

DISTRICT:

By:



Signature

DR. DAVID EL FATTAL  
VICE PRESIDENT OF BUS. SVCS.  
Typed or Printed Name & Title

INSPECTOR:

By:



Signature

HOWARD E. MASON JR  
PRINCIPAL-IN-CHARGE  
Typed or Printed Name & Title

  
E-mail Address

260373328

Tax ID Number



## **MASTER INSPECTOR SERVICES AGREEMENT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) Job File.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(d) Project Inspection Cards.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) Testing and Special Inspections.

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

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

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

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

(v) INSPECTOR shall monitor the work of the Laboratory of Record and all Special Inspectors who are not employed by the Laboratory of Record to ensure that all testing and special inspections required for the completion of the PROJECT are performed timely and satisfactorily. The INSPECTOR shall verify that all necessary tests and special inspections are completed and that all necessary reports are collected by the INSPECTOR and posted in the INSPECTOR's Project File and posted electronically with the DSA prior to the

start of the construction work requiring such test and/or special inspections and prior to the INSPECTOR signing off or otherwise approving any block/section of a PIC that requires testing and/or special inspection according to the DSA approved Construction Documents.

(vi) Copies of all daily inspection reports, special daily inspection reports, Interim Verified Reports, Verified Reports and any other reports related to the testing and special inspections performed on the PROJECT, pursuant to the DSA approved Construction Documents, shall be maintained in the INSPECTOR's Project File throughout the duration of the PROJECT. The INSPECTOR shall verify that all testing and special inspection related reports are posted electronically with the DSA by the responsible parties. The INSPECTOR shall notify the DISTRICT, in writing, if any of the above reports are not promptly submitted to the INSPECTOR and posted with the DSA by the responsible parties.

(f) Inspector's Semimonthly Reports. The INSPECTOR shall keep the architect or registered engineer thoroughly informed as to the progress of the work by making semimonthly reports in writing as required in Section 4-342 of Title 24 of the California Code of Regulations. See also sample of semimonthly report in Appendix of Title 24 of the California Code of Regulations.

(g) Inspector's Daily Report to District. The INSPECTOR shall keep the DISTRICT thoroughly informed as to the progress of the work by submitting daily reports in writing to the DISTRICT. Such reports shall include, but not be limited to, the following information:

(i) Activities performed by the Contractors, and areas where work is performed with relation to the plans and specifications.

(ii) Manpower assigned to the Contractor and subcontractor(s), including the number of individuals in each trade and the type of work being performed.

(iii) Weather conditions.

(iv) Equipment and materials delivered to the site.

(v) Construction equipment and vehicles utilized and duration on PROJECT.

(vi) Nature and location of the work being performed (starting and completion dates for various portions of the work).

(vii) Verbal communication and clarifications of the work given to the Contractor awarded the PROJECT.

(viii) Inspection by representatives of regulatory agencies.

- (ix) Occurrences or conditions that might affect Contract Sum or Contract Time.
  - (x) INSPECTOR's record journal to include "Pertinent Calls" relating to conflicting issues regarding changes to documents, i.e., plans, specifications, change orders and job conditions affecting the interests of the DISTRICT.
  - (xi) Any work or material in place that does not correspond with the codes, drawings or specifications, as well as resulting action taken. List any other problems or abnormal occurrences that arise during each day, including notations of any particular lack of activity on the part of the Contractor. Note corrective actions taken.
  - (xiii) Times of day INSPECTOR was present on site.
- (h) Notifications to Division of the State Architect. The INSPECTOR shall notify the Division of the State Architect:
- (i) When work is started on the PROJECT.
  - (ii) At least 48 hours in advance of the time when foundation trenches will be complete,  
ready for footing forms.
  - (iii) At least 48 hours in advance of the first pour of concrete.
  - (iv) When work is suspended for a period of more than two weeks.
- (i) Construction Procedure Records. The INSPECTOR shall keep a record of certain phases of construction procedure including, but not limited to, the following:
- (i) Concrete pouring operations. The record shall show the time and date of placing concrete and the time and date of removal of forms in each portion of the structure.
  - (ii) Welding operations. The record shall include identification marks of welders, lists of defective welds, manner of correction of defects, etc.
  - (iii) Penetration under the last ten (10) blows for each pile when piles are driven for foundations.

All records of construction procedure shall be kept on the job until the completion of the work. All records kept by the INSPECTOR arising out of or in any way connected with the PROJECT shall be and remain the property of the DISTRICT. At the end of each individual PROJECT, the INSPECTOR shall provide to the

DISTRICT with all PROJECT documentation in a professional format, both in binders and on a computer CD.

A complete and accurate copy of all records kept or created by the INSPECTOR arising under or connected in any way to the PROJECT shall be furnished by the INSPECTOR to the DISTRICT immediately upon written demand by the DISTRICT.

- (j) Deviations. The INSPECTOR shall notify the contractor, in writing, of any deviations from the approved plans and specifications which are not immediately corrected by the contractor when brought to his/her attention. Copies of such notice shall be forwarded immediately to the architect or registered engineer, and to the Division of the State Architect.

Failure on the part of the INSPECTOR to notify the contractor of deviations from the approved plans and specifications shall in no way relieve the contractor of any responsibility to complete the work covered by his/her contract in accordance with the approved plans and specifications and all laws and regulations.

- (k) Verified Reports. The INSPECTOR shall make and submit to the Division of the State Architect verified reports pursuant to Section 3-342 of Title 24 of the California Code of Regulations. The INSPECTOR shall prepare and deliver to the Division of the State Architect detailed statements of fact regarding materials, operations, etc., when requested.

- (l) Violations. Failure, refusal, or neglect on the part of the INSPECTOR to notify the contractor of any work which does not comply with the requirements of the approved plans and specifications, or failure, refusal, or neglect to report immediately, in writing, any such violation to the architect or registered engineer, to the school board, and to the Division of the State Architect shall constitute a violation of the Field Act and shall be cause for the Division of the State Architect to take action.

(D) Insurance. The INSPECTOR shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to DISTRICT which will protect the INSPECTOR and DISTRICT from claims which may arise out of or result from the INSPECTOR's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

- (1) Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, in no event shall such policy limit be less than \$1,000,000.00.

(2) Comprehensive general liability insurance with limits of not less than TWO MILLION DOLLARS (\$2,000,000.00) and automobile liability insurance with limits not less than ONE MILLION DOLLARS (\$1,000,000.00) for bodily injury and property damage liability per occurrence, including:

- a. Owned, non-owned and hired vehicles at cash value;
- b. Blanket contractual;
- c. Broad form property damage;
- d. Products/completed operations; and
- e. Personal injury.

(3) Professional liability insurance, including contractual liability, with limits of One Million Dollars (\$1,000,000), per occurrence. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that INSPECTOR subcontracts any portion of INSPECTOR's duties, INSPECTOR shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subparagraph. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.

(4) Each policy of insurance required in Section D(2) above shall name DISTRICT and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of the INSPECTOR hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. The INSPECTOR shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, the INSPECTOR shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event the INSPECTOR fails to secure or maintain any policy of insurance required hereby, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of the INSPECTOR, and in such event, the INSPECTOR shall reimburse DISTRICT upon demand for the cost thereof.

(E) Compensation. The DISTRICT shall pay compensation to the INSPECTOR in accordance with the rate and price schedule information set forth in EXHIBIT "A" to this AGREEMENT unless otherwise set forth in a PROJECT ASSIGNMENT AGREEMENT for a particular portion of the PROJECT.

(F) The INSPECTOR agrees to discharge the duties as set out in this contract in a manner satisfactory to the Division of the State Architect and the Architect retained by the DISTRICT.

(G) Termination. This AGREEMENT or any individual PROJECT ASSIGNMENT AGREEMENT may be terminated by either party upon fourteen (14) days written notice to the

other party in the event of a substantial failure of performance by such other party, including insolvency of the INSPECTOR; or if the DISTRICT should decide to abandon or indefinitely postpone the PROJECT or any individual portion thereof.

- (1) In the event of a termination based upon abandonment or postponement by DISTRICT, the DISTRICT shall pay INSPECTOR for all services performed and all expenses incurred under this AGREEMENT or any individual PROJECT ASSIGNMENT AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement plus any sums due the INSPECTOR for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT or any individual PROJECT ASSIGNMENT AGREEMENT, as applicable, consideration shall be given to both completed work and work in process of completion and other documents whether delivered to the DISTRICT or in the possession of the INSPECTOR. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased inspection and replacement inspector costs shall be deducted from payments to the INSPECTOR.
- (2) In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Paragraph (G)(3) below, and INSPECTOR shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by INSPECTOR.
- (3) This AGREEMENT or any PROJECT ASSIGNMENT AGREEMENT, may be terminated without cause by DISTRICT upon fourteen (14) days written notice to INSPECTOR. In the event of a termination without cause, the DISTRICT shall pay INSPECTOR for all services performed and all expenses incurred under this AGREEMENT or any individual PROJECT ASSIGNMENT AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due the INSPECTOR for Board approved extra services.
- (4) In the event the INSPECTOR is terminated, with or without cause, the INSPECTOR shall personally provide all the original PIC's prepared or obtained by the INSPECTOR in connection with the PROJECT to the assuming DSA inspector or the DSA as directed by the DISTRICT. All original PIC's must be provided to the DSA assuming inspector or the DSA, as applicable, within 48 hours of the effective date of the INSPECTOR's termination. Under no circumstances shall the INSPECTOR withhold any original PIC's related to the PROJECT upon the INSPECTOR's termination. The INSPECTOR shall be responsible for any delays on the PROJECT that arise out of the INSPECTOR's failure to provide the original PIC's to the assuming DSA inspector or the DSA as directed by the DISTRICT in accordance with this section. Upon the effective date of the INSPECTOR's termination, the

INSPECTOR shall provide copies of all current PIC's in the INSPECTOR's Project File to the DISTRICT along with all other documents detailed in Section (C)(2)(c) of this AGREEMENT or any individual PROJECT ASSIGNMENT AGREEMENT, as applicable.

- (5) In the event of a dispute between the parties as to performance of the work or the interpretation of this AGREEMENT or any individual PROJECT ASSIGNMENT AGREEMENT, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of this dispute, the INSPECTOR agrees to continue the work diligently to completion. If the dispute is not resolved, the INSPECTOR agrees it will neither rescind the AGREEMENT or any individual PROJECT ASSIGNMENT AGREEMENT, nor stop the progress of the work, but the INSPECTOR's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the PROJECT has been completed, and not before.

- (6) THE DISTRICT AND INSPECTOR UNDERSTAND AND AGREE THAT SECTION (G) OF THIS AGREEMENT SHALL GOVERN ALL TERMINATION RIGHTS AND PROCEDURES BETWEEN THE PARTIES. ANY TERMINATION PROVISION THAT IS ATTACHED TO THIS AGREEMENT AS PART OF ANY PROJECT ASSIGNMENT AGREEMENT BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.

(H) Hold Harmless. To the fullest extent permitted by law, the INSPECTOR agrees to indemnify, defend and hold the DISTRICT entirely harmless from all liability arising out of:

- (1) Workers' Compensation and Employers' Liability. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to the INSPECTOR's employees or the INSPECTOR's subcontractor's employees arising out of INSPECTOR's work under this AGREEMENT; and
- (2) General Liability. Liability for damages for (a) death or bodily injury to person; (b) injury to, loss or theft of property; (c) any failure or alleged failure to comply with any provision of law or (d) any other loss, damage or expense arising under either (a), (b), or (c) herein this paragraph, sustained by the INSPECTOR or any person, firm or corporation employed by the INSPECTOR related to, founded upon or in connection with this AGREEMENT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent consultants who are directly employed by the DISTRICT;
- (3) Professional Liability. Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of the INSPECTOR, or any person, firm or corporation employed by the INSPECTOR, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the DISTRICT, arising out of, or in any way connected with the PROJECT, including injury or damage either on or off DISTRICT property; but not

for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of the DISTRICT.

- (4) Business Automobile Liability. Liability for bodily injury or property damage claims arising out of the use of owned, hired, or non-owned automobiles operated by the INSPECTOR, its officers, agents, employees or anyone employed by the INSPECTOR, in connection with work performed under this AGREEMENT.
- (5) INSPECTOR, at INSPECTOR's own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees on account of or founded upon any of the causes, damages or injuries identified herein Section (H) and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.
- (6) THE PARTIES UNDERSTAND AND AGREE THAT SECTION (H) OF THIS AGREEMENT SHALL BE THE SOLE INDEMNITY, AS DEFINED BY CALIFORNIA CIVIL CODE § 2772, GOVERNING THIS AGREEMENT. ANY OTHER INDEMNITY THAT MAY BE ATTACHED TO THIS AGREEMENT OR PART OF ANY PROJECT ASSIGNMENT AGREEMENT OR OTHERWISE INCLUDED IN THE CONSULTANT'S TERMS AND CONDITIONS SHALL BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.
- (7) ANY ATTEMPT TO LIMIT THE INSPECTOR'S LIABILITY TO THE DISTRICT IN ANY SUBSEQUENTLY EXECUTED PROJECT ASSIGNMENT ORDER(S) SHALL BE VOID AND UNENFORCEABLE BETWEEN THE DISTRICT AND THE INSPECTOR.

(I) Independent Contractor. INSPECTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. The INSPECTOR understands and agrees that INSPECTOR and all of INSPECTOR's employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. The INSPECTOR assumes the full responsibility for the acts and/or omissions of the INSPECTOR's employees or agents as they relate to the services to be provided under this AGREEMENT. The INSPECTOR shall assume full responsibility for payment of all prevailing wages and all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective INSPECTOR's employees.

(J) Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or the INSPECTOR.

(K) The DISTRICT and the INSPECTOR, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this

AGREEMENT with respect to the terms of this AGREEMENT. The INSPECTOR shall not assign this AGREEMENT.

(L) This AGREEMENT shall be governed by the laws of the State of California.

(M) Each of the PARTIES have had the opportunity to, and have to the extent each deemed appropriate, obtained legal counsel concerning the content and meaning of this AGREEMENT. Each of the PARTIES agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate this AGREEMENT. This AGREEMENT represents the entire AGREEMENT between the DISTRICT and INSPECTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the INSPECTOR.

(N) THIS AGREEMENT AND ALL PROJECT ASSIGNMENT AGREEMENTS SHALL NOT INCLUDE OR INCORPORATE THE TERMS OF ANY GENERAL CONDITIONS, CONDITIONS, MASTER AGREEMENT OR ANY OTHER BOILERPLATE TERMS OR FORM DOCUMENTS PREPARED BY THE INSPECTOR. THE ATTACHMENT OF ANY SUCH DOCUMENT TO THIS AGREEMENT AS EXHIBIT "A" OR PART OF ANY SUBSEQUENTLY EXECUTED PROJECT ASSIGNMENT AGREEMENT SHALL NOT BE INTERPRETED OR CONSTRUED TO INCORPORATE SUCH TERMS INTO THIS AGREEMENT OR AND PROJECT ASSIGNMENT AGREEMENT UNLESS THE DISTRICT APPROVES OF SUCH INCORPORATION IN A SEPARATE WRITING SIGNED BY THE DISTRICT. ANY REFERENCE TO SUCH BOILERPLATE TERMS AND CONDITIONS IN THE PROPOSAL OR QUOTE SUBMITTED BY THE INSPECTOR SHALL BE NULL AND VOID AND HAVE NO EFFECT UPON THIS AGREEMENT OR ANY SUBSEQUENTLY EXECUTED PROJECT ASSIGNMENT AGREEMENTS. PROPOSALS, QUOTES, STATEMENT OF QUALIFICATIONS AND OTHER SIMILAR DOCUMENTS PREPARED BY THE INSPECTOR MAY BE INCORPORATED INTO THIS AGREEMENT AS EXHIBIT "A" OR A PROJECT ASSIGNMENT AGREEMENT AS ATTACHMENT 1 BUT SUCH INCORPORATION SHALL BE STRICTLY LIMITED TO THOSE PARTS DESCRIBING THE INSPECTOR'S SCOPE OF WORK, RATE AND PRICE SCHEDULE AND QUALIFICATIONS.

(O) Time is of the essence with respect to all provisions of this AGREEMENT.

(P) This AGREEMENT will be liberally construed to effectuate the intention of the PARTIES with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguities with respect to, any word, phrase or provision of this AGREEMENT, neither this AGREEMENT nor any uncertainty or ambiguity be construed or resolved against either PARTY (including the PARTY primarily responsible for drafting and preparation of this AGREEMENT), under any rule of construction or otherwise, it being expressly understood and agreed that the PARTIES have participated equally or have had equal opportunity to participate in the drafting hereof.

(Q) If either PARTY becomes involved in litigation arising out of this AGREEMENT or the performance thereof, each PARTY shall bear its own litigation costs and expenses, including reasonable attorney's fees.

(R) All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this AGREEMENT by this reference as though fully set forth in each instance in the text hereof unless otherwise excluded by this AGREEMENT.

(S) This AGREEMENT or any subsequently executed PURCHASE ASSIGNMENT AGREEMENT is not a valid or enforceable obligation against the DISTRICT until approved or ratified by motion of the Governing Board of the District duly passed and adopted.

(T) Assignment. INSPECTOR shall not assign or transfer this AGREEMENT or any interests of INSPECTOR herein without the prior written approval of the DISTRICT. Any such attempt by the INSPECTOR to assign or transfer this AGREEMENT or any of the INSPECTOR's interests set forth herein without the DISTRICT's written approval shall be void and shall be given no force or effect. No individual person assigned to provide the services hereunder for the PROJECT may be changed or substituted without the prior written consent of the DISTRICT. Such consent may be given or withheld in the DISTRICT's absolute discretion.

(U) Administration. The INSPECTOR shall produce, or shall hire the necessary independent contractors and/or consultants needed to produce, a clerically smooth product for the DISTRICT and for the INSPECTOR's routine correspondence with the DISTRICT. These clerical services shall be provided at no additional expense to the DISTRICT.

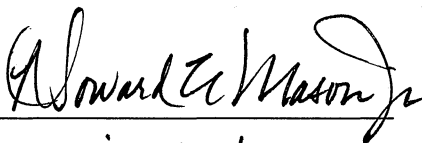
(V) Conflict of Interest. The INSPECTOR hereby represents, warrants and covenants that: (i) at the time of execution of this AGREEMENT, the INSPECTOR has no interest and shall not acquire any interest in the future, whether direct or indirect, which would conflict in any manner or degree with the performance of services under this AGREEMENT; and (ii) the INSPECTOR shall not employ in the performance of services under this AGREEMENT any person or entity having such an interest.

***(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)***

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

INSPECTOR:  
The Vinewood Company

DISTRICT:  
Cerritos Community College District

By:   
Managing Member  
Principal In Charge

By:   
\_\_\_\_\_

**EXHIBIT "A"**

(Fill in Applicable Rates Below or Attach Inspector's Proposal, if any, for Rates and/or  
Additional Basic Services)

| <b><u>INSPECTOR CERTIFICATION</u></b> | <b><u>HOURLY</u></b> |
|---------------------------------------|----------------------|
| PROJECT INSPECTOR CLASS 1             | <b>\$72.50</b>       |
| PROJECT INSPECTOR CLASS 2             | <b>\$67.50</b>       |
| PROJECT INSPECTOR CLASS 3             | <b>\$62.50</b>       |

# CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **August 16, 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

|                                                                                                                                                                                                                                                                                      |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>SUBJECT:      Consideration of Ratification to Amend the Master Independent Consulting Agreement with The Converse Professional Group dba Converse Consultants for Cerritos College's Geotechnical Engineering, Materials Testing and Special Inspection Services Pool</b></p> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**ACTION**

It is recommended that the Board of Trustees ratify the amendment to the Master Independent Consulting Agreement ("Master Agreement") with The Converse Professional Group dba Converse Consultants for the purpose of maintaining a qualified pool of Geotechnical Engineering, Materials Testing, and Special Inspection Services firms for Cerritos College pursuant to Request for Qualifications (RFQ) No. 14P002, Geotechnical Engineering, Materials Testing and Special Inspection Services for Campus-Wide Measure CC and/or G Facilities Projects.

**FISCAL IMPACT**

There is no fiscal impact to Cerritos College for entering into an amendment to the Master Independent Consulting Agreement ("Master Agreement"). Individual Project Assignment Agreements will continue to be drafted for each project on an as-needed basis. The Project Assignment Agreements will be governed by the terms and conditions of the Master Agreement. However, each Project Assignment Agreement will include the scope of work, project cost estimates, fee to inspection firm, and conditions specific to the project. As the need for services on a project arises, a Project Assignment Agreement will be brought before the Board of Trustees for approval or ratification detailing fiscal implications.

**REPORT SUMMARY**

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

**SERVICES – AMENDMENT**

**THE CONVERSE PROFESSIONAL GROUP DBA CONVERSE CONSULTANTS  
MASTER INDEPENDENT CONSULTING AGREEMENT**

Purpose: On July 15, 2014, Cerritos College released Request for Qualifications (RFQ) No. 14P002, Geotechnical Engineering, Materials Testing and Special Inspection Services for Campus-Wide Measure CC and/or G Facilities Projects. The purpose of the RFQ was to establish a pool of inspection firms to provide geotechnical analysis, recommendations, and geotechnical inspection for site improvements, renovations,

and new construction on the remaining Measure CC and future Measure G projects, as applicable, as well as any other construction and modernization projects outside of the scope of the bond construction program.

On November 12, 2014, Cerritos College was approved to enter into a Master Agreement with The Converse Professional Group dba Converse Consultants for future geotechnical engineering, materials testing and special inspection services. A Master Agreement was developed by Cerritos College to standardize geotechnical engineering, materials testing and special inspection services contracts and contains the general terms and conditions under which a future Project Assignment Agreement will be executed. Project Assignment Agreements are entered into for each project and these Project Assignment Agreements are brought before the Board of Trustees for approval or ratification. The initial term was for three years starting on or around November 13, 2014 and ending on June 30, 2017, with the option of two one-year renewal terms.

At this time, Cerritos College would like to amend the Master Agreement to provide for a one-year renewal option which would extend the end term of the agreement through June 30, 2018; there will be no other changes to any of the other terms and conditions of the agreement.

#### **NOTICING REQUIREMENTS**

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

#### **ATTACHMENT(S)**

Draft of Amendment No. 1 to Contract No. 14P010, Master Independent Consultant Agreement – The Converse Professional Group dba Converse Consultants

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

Sample Project Assignment Agreement (PAA) to Master Independent Consultant Agreement



**AMENDMENT No. 1**  
**TO**  
**MASTER INDEPENDENT CONSULTANT AGREEMENT**  
**FOR PROFESSIONAL SERVICES**  
**(GEOTECHNICAL ENGINEERING, MATERIALS TESTING SERVICES & SPECIAL INSPECTION SERVICES)**  
**BETWEEN**  
**CERRITOS COMMUNITY COLLEGE DISTRICT**  
**AND**  
**THE CONVERSE PROFESSIONAL GROUP DBA CONVERSE CONSULTANTS**

The MASTER INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES ("AGREEMENT") made and entered on **November 13, 2014**, by and between **Cerritos Community College District** ("DISTRICT"), a public community college district organized and existing under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **The Converse Professional Group dba Converse Consultants** ("CONSULTANT"), with its principal place of business at 717 S. Myrtle Avenue, Monrovia, CA 91016, is **AMENDED** on **August 16, 2017**, as follows:

Item 1: **Modify** AGREEMENT, Page 2, Item 2. Term., to extend the term of the AGREEMENT by exercising (1) one-year renewal option as stated in RFQ NO. 14P002, Geotechnical Engineering, Materials Testing and Special Inspection Services for Campus-Wide Measure CC and/or G Facilities Projects:

**2. Term.** Consultant shall commence providing Services under this Master Agreement on **November 13, 2014**, and will diligently perform as required and complete performance by ~~June 30, 2017~~ **June 30, 2018**, unless this Master Agreement is terminated and/or otherwise cancelled prior to that time.

**ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.**

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

**DISTRICT:**

**CONSULTANT:**

By: \_\_\_\_\_  
*Signature*

By: \_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Typed or Printed Name & Title*

\_\_\_\_\_  
*Typed or Printed Name & Title*

\_\_\_\_\_  
*E-mail Address*



DRAFT



## MASTER INDEPENDENT CONSULTANT AGREEMENT

### FOR PROFESSIONAL SERVICES

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

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

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

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

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

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

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

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

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

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

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

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

## **8. Performance of Services.**

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

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

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

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

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

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

## **12. Termination.**

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

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

12.2. Note Used.

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

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

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

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

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Master Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required Services from another Consultant. If the expense, fees, and/or costs to the District exceed the cost of providing the Service pursuant to this Master Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

13. **Indemnification.** To the furthest extent permitted by California law, Consultant shall defend, indemnify, and hold harmless the District, its Board of Trustees, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Consultant. The District shall have the right to accept or reject any legal representation that Consultant proposes to defend the indemnified parties.

14. **Insurance.**

14.1. The Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

| Type of Coverage                                                                                                                                    | Minimum Requirement |
|-----------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| <b>Commercial General Liability Insurance</b> , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments |                     |
| Each Occurrence                                                                                                                                     | \$ 1,000,000        |
| General Aggregate                                                                                                                                   | \$ 2,000,000        |
| <b>Automobile Liability Insurance - Any Auto</b>                                                                                                    |                     |
| Each Occurrence                                                                                                                                     | \$ 1,000,000        |
| General Aggregate                                                                                                                                   | \$ 2,000,000        |
| <b>Professional Liability</b>                                                                                                                       | \$ 1,000,000        |
| <b>Workers Compensation</b>                                                                                                                         | Statutory Limits    |
| <b>Employer's Liability</b>                                                                                                                         | \$ 1,000,000        |

14.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Consultant, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

- 14.1.2. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Consultant shall be required to secure Workers' Compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Master Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.
- 14.1.3. **Professional Liability (Errors and Omissions).** Professional Liability Insurance as appropriate to the Consultant's profession, coverage to continue through completion of construction plus two (2) years thereafter.
- 14.2. **Proof of Carriage of Insurance.** The Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered to the District and approved by the District. Certificates and insurance policies shall include the following:
- 14.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
- 14.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
- 14.2.3. An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.
- 14.2.4. All policies except the Professional Liability, Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.
- 14.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
15. **Assignment.** The obligations of the Consultant pursuant to this Master Agreement shall not be assigned by the Consultant.
16. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the Governing Board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Consultant observes that any of the Services required by this Master Agreement is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Master Agreement shall be appropriately amended in writing, or this Master Agreement shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any Services that are in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.
17. **Certificates/Permits/Licenses.** Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Master Agreement.

- 18. Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Master Agreement.
- 19. Anti-Discrimination.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Consultant agrees to require like compliance by all of its subcontractor(s).
- 20. Not Used.**
- 21. No Rights in Third Parties.** This Master Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
- 22. District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
- 22.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.
  - 22.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
- 23. Limitation of District Liability.** Other than as provided in this Master Agreement, District's financial obligations under this Master Agreement shall be limited to the payment of the compensation provided in this Master Agreement. Notwithstanding any other provision of this Master Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Master Agreement for the Services performed in connection with this Master Agreement.
- 24. Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Master Agreement.
- 25. Notice.** Any notice required or permitted to be given under this Master Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, or emailed, addressed as follows:

**If to District:**

**Cerritos Community College District**  
ATTN: Director of Purchasing  
11110 Alondra Blvd.  
Norwalk, CA 90650  
Phone: 562-860-2451  
Fax: 562-467-5020

**If to Consultant:**

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

ATTN: Siva K. Sivathasan  
Address: 222 E. Huntington Pr., # 211  
Monrovia, CA 91016  
Phone: 626-930-1200  
Fax: 626-930-1212  
Email: ksivathasan@converseconsultants.com

Any notice personally given or sent by facsimile transmission or email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

- 26. Integration/Entire Agreement of Parties.** Each of the Parties have had the opportunity to, and have to the extent each deemed appropriate, obtained legal counsel concerning the content and meaning of this Master Agreement. Each of the Parties agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate this Master Agreement. This Master Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Master Agreement may be amended or modified only by a written PAA or other written document that is executed by both Parties. Any PAA referencing this Master Agreement shall be incorporated herein by this reference and made a part hereof.
- 27. California Law.** This Master Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Master Agreement shall be maintained in the county in which the District's administrative offices are located.
- 28. Waiver.** The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- 29. Severability.** If any term, condition or provision of this Master Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
- 30. Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Master Agreement shall be deemed to be inserted herein and this Master Agreement shall be read and enforced as though it were included therein.
- 31. Authority to Bind Parties.** Neither Party in the performance of any and all duties under this Master Agreement, except as otherwise provided in this Master Agreement, has any authority to bind the other to any agreements or undertakings.
- 32. Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Master Agreement, then each Party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
- 33. Captions and Interpretations.** Paragraph headings in this Master Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Master Agreement. No provision of this Master Agreement shall be interpreted for or against a Party because that Party or its legal representative drafted such provision, and this Master Agreement shall be construed as if jointly prepared by the Parties.

- 34. Calculation of Time.** For the purposes of this Master Agreement, "days" refers to calendar days unless otherwise specified.
- 35. Signature Authority.** Each Party has the full power and authority to enter into and perform this Master Agreement, and the person signing this Master Agreement on behalf of each Party has been properly authority and empowered to enter into this Master Agreement.
- 36. Counterparts** This Master Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 37. Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Master Agreement on the date indicated below.

Dated: December 23, 2014

Cerritos Community College District

By: [Signature]

Print Name: DR. David EL Fattal

Print Title: Vice President of Business Services

Dated: December 1, 2014

The Converse Professional Group, DBA  
Converse Consultants

By: [Signature]

Print Name: Siva K. Sivathasan

Print Title: Vice President

**Information regarding Consultant:**

License No.: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Type of Business Entity:

- ☐ Individual  
☐ Sole Proprietorship  
☐ Partnership  
☐ Limited Partnership  
☐ Corporation, State: \_\_\_\_\_  
☐ Limited Liability Company  
☐ Other: \_\_\_\_\_

\_\_\_\_\_  
Employer Identification and/or  
Social Security Number

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



# Cerritos College

## WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Services under this Master Agreement.

Date: \_\_\_\_\_

Name of Consultant: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Services under this Master Agreement.)

## WORKER'S COMPENSATION CERTIFICATION



# Cerritos College

## EXHIBIT "A"

### Statement of Work and Technical Specifications

#### 1. Task Description.

##### A. Geotechnical Engineering Services:

- i. The consultant will be expected to produce data including recommendation of foundation type, allowable loading and other technical data as needed by the structural/foundation engineer relating to soil conditions and to prepare a Geologic Hazard report as required by the California Department of General Services, Division of State Architect (DSA) for submittal to the California Geological Survey (CGS). It shall be the consultant's responsibility to conduct field and laboratory work, including obtaining any required drilling permits, to meet the requirements of the California Building Code (CBC), currently adopted edition.
- ii. In addition to the reports required by DSA and design criteria, consultant shall review plans and specifications during the design stage to see if recommendations have been properly interpreted. Consultant shall also respond/address DSA comments during plan check review process on comments regarding soils report items.

##### B. Material Testing and Special Inspection Services:

- i. Provide material testing and special inspection as required by the construction documents and Title 24 and its referenced standards. These tests and inspections may include but not be limited to the following materials: concrete, wood, soils, masonry, rebar, roofing, fireproofing, welding and steel. The construction documents may require other testing or inspection services beyond those directly required by Title 24.

#### 2. Constraints on the Firm

- ##### A. Firms will be required to have current DSA lab certifications for construction materials testing. Firms must be willing to work collaboratively with other members of the District's project team. Detailed information regarding the proposed facility enhancements can be found in the Facility Master Plan which can be downloaded from the District website.

- ##### B. Firm shall maintain at least one full-time Civil Engineer on staff registered in the State of California.

#### 3. Contractor Personnel Requirements. The Contractor must provide the Resumes and qualifications of key personnel, along with employee identification, and project experience. The selected firm shall maintain at least one full-time Civil Engineer on staff registered in the State of California. All personnel intended to work on the project shall be approved by the District prior to working on the project.

#### 4. Test & Inspection Firm Responsibilities.

- ##### A. The firm shall be required to commit one project manager who will be responsible for overseeing all testing and inspections required for the project and report to the District's Representative or the District's designated IOR. The project manager must have experience in overseeing testing and inspection programs for similar projects; must have excellent management and communication skills, and the ability to work in partnership with the District staff.

#### 5. District Responsibilities. The District will provide a photocopy machine which can be located in the Construction and/or Program Manager's office. The District will provide one set of documents on CD.

#### 6. Evaluation of Contractor Performance.

- ##### A. The Inspector / Technician's mindset and behaviors must be representative of what is in the best interest of the project, schedule and the College, such as but not limited to collaborating solutions to field issues with the Construction and/or Program Management team for architect and engineer approval.

## EXHIBIT A

- B. The College has the right to remove the Inspector / Technician should the College deem the Inspector / Technician not serving the best interest of the College.

**7. Reporting Requirements and Procedures.**

- A. Provide daily field reports each day an inspector or technician is onsite. Each field report shall be submitted to both the Inspector of Record (IOR) and/or the Construction and/or Program manager. Time sheet MUST be signed daily by the IOR and/or by the Construction and/or Program manager.
- B. Provide an archived set at the end of the project which will entail all technical documentation required for the project, in an organized fashion accompanied by a Table of Contents.
- C. Fill out / provide the necessary DSA documentation and submit to the Architect of Record for report collation.
- D. Provide in the scope of services soil samples, site assessment, groundwater and vapor assessment along with the necessary engineering and a recommendation in support of the required foundational system and / or site improvement needs.

**8. Prevailing Wages.**

- A. California Department of Industrial Relations Prevailing Wage Rates are applicable and required to be paid (at a minimum) to on site project inspectors.
- B. Wage Rate Increases are to be in accordance with the California Department of Industrial Relations

**9. Evaluation Criteria.**

- A. Department of Industrial Relations Prevailing Wage Rates are applicable and required to be paid (at a minimum) to on site project inspectors
- B. No travel time to be included if inspection requires 6 or more hours. Inspection hours under 6 hours, one hour travel (total) to be included, billed at the regular hourly rate.
- C. Should over-time be necessary, approval from the Program Manager is required. Over-time is for hours worked over 8 hours in a day at the project,
- D. Holiday defined as: New Year's, Memorial Day, July 4<sup>th</sup>, Labor Day, Veterans Day, Thanksgiving, and Christmas. All other days are considered a construction work day.
- E. Premium time and double time shall be calculated per the Director of Industrial Relations.
- F. Rates are inclusive of all direct and indirect cost, including salary, taxes benefits, overhead, profit and mileage.

EXHIBIT "A"

# CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **August 16, 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

|                                                                                                                                                                                                                                                                          |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>SUBJECT:</b>      <b>Consideration of Ratification to Amend the Master Independent Consulting Agreement with Koury Engineering &amp; Testing, Inc. for Cerritos College's Geotechnical Engineering, Materials Testing and Special Inspection Services Pool</b></p> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**ACTION**

It is recommended that the Board of Trustees ratify the amendment to the Master Independent Consulting Agreement ("Master Agreement") with Koury Engineering & Testing, Inc. for the purpose of maintaining a qualified pool of Geotechnical Engineering, Materials Testing, and Special Inspection Services firms for Cerritos College pursuant to Request for Qualifications (RFQ) No. 14P002, Geotechnical Engineering, Materials Testing and Special Inspection Services for Campus-Wide Measure CC and/or G Facilities Projects.

**FISCAL IMPACT**

There is no fiscal impact to Cerritos College for entering into an amendment to the Master Independent Consulting Agreement ("Master Agreement"). Individual Project Assignment Agreements will continue to be drafted for each project on an as-needed basis. The Project Assignment Agreements will be governed by the terms and conditions of the Master Agreement. However, each Project Assignment Agreement will include the scope of work, project cost estimates, fee to inspection firm, and conditions specific to the project. As the need for services on a project arises, a Project Assignment Agreement will be brought before the Board of Trustees for approval or ratification detailing fiscal implications.

**REPORT SUMMARY**

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

**SERVICES – AMENDMENT**

**KOURY ENGINEERING & TESTING, INC.**

**MASTER INDEPENDENT CONSULTING AGREEMENT**

Purpose: On July 15, 2014, Cerritos College released Request for Qualifications (RFQ) No. 14P002, Geotechnical Engineering, Materials Testing and Special Inspection Services for Campus-Wide Measure CC and/or G Facilities Projects. The purpose of the RFQ was to establish a pool of inspection firms to provide geotechnical analysis, recommendations, and geotechnical inspection for site improvements, renovations,

and new construction on the remaining Measure CC and future Measure G projects, as applicable, as well as any other construction and modernization projects outside of the scope of the bond construction program.

On November 12, 2014, Cerritos College was approved to enter into a Master Agreement with Koury Engineering & Testing, Inc. for future geotechnical engineering, materials testing and special inspection services. A Master Agreement was developed by Cerritos College to standardize geotechnical engineering, materials testing and special inspection services contracts and contains the general terms and conditions under which a future Project Assignment Agreement will be executed. Project Assignment Agreements are entered into for each project and these Project Assignment Agreements are brought before the Board of Trustees for approval or ratification. The initial term was for three years starting on or around November 13, 2014 and ending on June 30, 2017, with the option of two one-year renewal terms.

At this time, Cerritos College would like to amend the Master Agreement to provide for a one-year renewal option which would extend the end term of the agreement through June 30, 2018; there will be no other changes to any of the other terms and conditions of the agreement.

#### **NOTICING REQUIREMENTS**

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

#### **ATTACHMENT(S)**

Draft of Amendment No. 1 to Contract No. 14P011, Master Independent Consultant Agreement – Koury Engineering & Testing, Inc.

Contract No. 14P011, Master Independent Consultant Agreement – Koury Engineering & Testing, Inc.  
Sample Project Assignment Agreement (PAA) to Master Independent Consultant Agreement



# Cerritos College

CONTRACT NO. 14P011

AMENDMENT No. 1  
TO  
MASTER INDEPENDENT CONSULTANT AGREEMENT  
FOR PROFESSIONAL SERVICES  
(GEOTECHNICAL ENGINEERING, MATERIALS TESTING SERVICES & SPECIAL INSPECTION SERVICES)  
BETWEEN  
CERRITOS COMMUNITY COLLEGE DISTRICT  
AND  
KOURY ENGINEERING & TESTING, INC.

The MASTER INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES ("AGREEMENT") made and entered on **November 13, 2014**, by and between **Cerritos Community College District** ("DISTRICT"), a public community college district organized and existing under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **Koury Engineering & Testing, Inc.** ("CONSULTANT"), with its principal place of business at 14280 Euclid Avenue, Chino, CA 91710, is **AMENDED** on **August 16, 2017**, as follows:

Item 1: **Modify** AGREEMENT, Page 2, Item 2. Term., to extend the term of the AGREEMENT by exercising (1) one-year renewal option as stated in RFQ NO. 14P002, Geotechnical Engineering, Materials Testing and Special Inspection Services for Campus-Wide Measure CC and/or G Facilities Projects:

**2. Term.** Consultant shall commence providing Services under this Master Agreement on **November 13, 2014**, and will diligently perform as required and complete performance by ~~June 30, 2017~~ **June 30, 2018**, unless this Master Agreement is terminated and/or otherwise cancelled prior to that time.

**ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.**

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

**DISTRICT:**

**CONSULTANT:**

By: \_\_\_\_\_  
*Signature*

By: \_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Typed or Printed Name & Title*

\_\_\_\_\_  
*Typed or Printed Name & Title*

\_\_\_\_\_  
*E-mail Address*



DRAFT



## MASTER INDEPENDENT CONSULTANT AGREEMENT

### FOR PROFESSIONAL SERVICES

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

This Master Independent Consultant Agreement for Professional Services ("Master Agreement") is made and entered into as of the **13 day of November, 2014**, by and between the **Cerritos Community College District**, ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **Koury Engineering & Testing, Inc.** ("Consultant"), incorporated under the laws of the State of California with its principal place of business at 1480 Euclid Avenue, Chino CA 91710, and licensed to do business in the State of California. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

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

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

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

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

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

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

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

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

NOW, THEREFORE, the Parties agree as follows:

- 1. Services.** The Consultant shall provide geotechnical analysis, recommendation and geotechnical inspections as further described in **Exhibit "A"**, attached hereto and incorporated herein by this reference

("Services").

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

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

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

**8. Performance of Services.**

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

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

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

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

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

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

## 12. Termination.

- 12.1. **For Convenience by District.** District may, at any time, with or without reason, terminate this Master Agreement and compensate Consultant only for Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three

days after the day of mailing, whichever is sooner.

12.2. Note Used.

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

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

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

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

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Master Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required Services from another Consultant. If the expense, fees, and/or costs to the District exceed the cost of providing the Service pursuant to this Master Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

13. **Indemnification.** To the furthest extent permitted by California law, Consultant shall defend, indemnify, and hold harmless the District, its Board of Trustees, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Consultant. The District shall have the right to accept or reject any legal representation that Consultant proposes to defend the indemnified parties.

14. **Insurance.**

14.1. The Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

| Type of Coverage                                                                                                                                    | Minimum Requirement |
|-----------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| <b>Commercial General Liability Insurance</b> , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments |                     |
| Each Occurrence                                                                                                                                     | \$ 1,000,000        |
| General Aggregate                                                                                                                                   | \$ 2,000,000        |
| <b>Automobile Liability Insurance - Any Auto</b>                                                                                                    |                     |
| Each Occurrence                                                                                                                                     | \$ 1,000,000        |
| General Aggregate                                                                                                                                   | \$ 2,000,000        |
| <b>Professional Liability</b>                                                                                                                       | \$ 1,000,000        |
| <b>Workers Compensation</b>                                                                                                                         | Statutory Limits    |
| <b>Employer's Liability</b>                                                                                                                         | \$ 1,000,000        |

14.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Consultant, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

14.1.2. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion

of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Consultant shall be required to secure Workers' Compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Master Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

14.1.3. **Professional Liability (Errors and Omissions).** Professional Liability Insurance as appropriate to the Consultant's profession, coverage to continue through completion of construction plus two (2) years thereafter.

14.2. **Proof of Carriage of Insurance.** The Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered to the District and approved by the District. Certificates and insurance policies shall include the following:

14.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

14.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

14.2.3. An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.

14.2.4. All policies except the Professional Liability, Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.

14.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

15. **Assignment.** The obligations of the Consultant pursuant to this Master Agreement shall not be assigned by the Consultant.

16. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the Governing Board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Consultant observes that any of the Services required by this Master Agreement is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Master Agreement shall be appropriately amended in writing, or this Master Agreement shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any Services that are in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.

17. **Certificates/Permits/Licenses.** Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Master Agreement.

18. **Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another

public agency for the actual time in which services are actually being performed pursuant to this Master Agreement.

- 19. Anti-Discrimination.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Consultant agrees to require like compliance by all of its subcontractor(s).
- 20. Not Used.**
- 21. No Rights in Third Parties.** This Master Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
- 22. District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
- 22.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.
- 22.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
- 23. Limitation of District Liability.** Other than as provided in this Master Agreement, District's financial obligations under this Master Agreement shall be limited to the payment of the compensation provided in this Master Agreement. Notwithstanding any other provision of this Master Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Master Agreement for the Services performed in connection with this Master Agreement.
- 24. Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Master Agreement.
- 25. Notice.** Any notice required or permitted to be given under this Master Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, or emailed, addressed as follows:

**If to District:**

**Cerritos Community College District**

ATTN: Director of Purchasing  
11110 Alondra Blvd.  
Norwalk, CA 90650  
Phone: 562-860-2451  
Fax: 562-467-5020

**If to Consultant:**

**Koury Engineering & Testing Inc.**

ATTN: Bridget Sherman  
Address: 14280 Euclid Ave  
Chino, CA 91710  
Phone: 909/606-6111  
Fax: 909/606-6555  
Email: BridgetS@kouryengineering.com

Any notice personally given or sent by facsimile transmission or email shall be effective upon receipt. Any

notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

- 26. Integration/Entire Agreement of Parties.** Each of the Parties have had the opportunity to, and have to the extent each deemed appropriate, obtained legal counsel concerning the content and meaning of this Master Agreement. Each of the Parties agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate this Master Agreement. This Master Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Master Agreement may be amended or modified only by a written PAA or other written document that is executed by both Parties. Any PAA referencing this Master Agreement shall be incorporated herein by this reference and made a part hereof.
- 27. California Law.** This Master Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Master Agreement shall be maintained in the county in which the District's administrative offices are located.
- 28. Waiver.** The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- 29. Severability.** If any term, condition or provision of this Master Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
- 30. Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Master Agreement shall be deemed to be inserted herein and this Master Agreement shall be read and enforced as though it were included therein.
- 31. Authority to Bind Parties.** Neither Party in the performance of any and all duties under this Master Agreement, except as otherwise provided in this Master Agreement, has any authority to bind the other to any agreements or undertakings.
- 32. Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Master Agreement, then each Party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
- 33. Captions and Interpretations.** Paragraph headings in this Master Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Master Agreement. No provision of this Master Agreement shall be interpreted for or against a Party because that Party or its legal representative drafted such provision, and this Master Agreement shall be construed as if jointly prepared by the Parties.
- 34. Calculation of Time.** For the purposes of this Master Agreement, "days" refers to calendar days unless otherwise specified.
- 35. Signature Authority.** Each Party has the full power and authority to enter into and perform this Master Agreement, and the person signing this Master Agreement on behalf of each Party has been properly authority and empowered to enter into this Master Agreement.
- 36. Counterparts** This Master Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 37. Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Master Agreement on the date indicated below.

Dated: 1/13, 2015

Cerritos Community College District

By: [Signature]

Print Name: DR. DAVID EL FATAL

Print Title: VP OF BUSINESS SERVICES

Dated: 12/3, 2014

Koury Engineering & Testing, Inc.

By: [Signature]

Print Name: Tommy Wright

Print Title: VP of Sales & Marketing

**Information regarding Consultant:**

License No.: N/A

Address: 14280 Euclid Ave

Chino, CA 91710

Telephone: 909/604-6111

Facsimile: 909/604-6555

E-Mail: BridgetS@kouryengineering.com

Type of Business Entity:

☐ Individual

☐ Sole Proprietorship

☐ Partnership

☐ Limited Partnership

☒ Corporation, State: California

☐ Limited Liability Company

☐ Other: \_\_\_\_\_

95-4794329

Employer Identification and/or  
Social Security Number

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



# Cerritos College

## WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Services under this Master Agreement.

Date:

12/3/14

Name of Consultant:

Koury Engineering

Signature:

A handwritten signature in black ink, appearing to read "Tommy Wright", written over a horizontal line.

Print Name and Title:

Tommy Wright - VP of Sales & Marketing

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Services under this Master Agreement.)

## ROOFING PROJECT CERTIFICATION

## **EXHIBIT "A"**

### **Statement of Work and Technical Specifications**

#### **1. Task Description.**

##### **A. Geotechnical Engineering Services:**

- i. The consultant will be expected to produce data including recommendation of foundation type, allowable loading and other technical data as needed by the structural/foundation engineer relating to soil conditions and to prepare a Geologic Hazard report as required by the California Department of General Services, Division of State Architect (DSA) for submittal to the California Geological Survey (CGS). It shall be the consultant's responsibility to conduct field and laboratory work, including obtaining any required drilling permits, to meet the requirements of the California Building Code (CBC), currently adopted edition.
- ii. In addition to the reports required by DSA and design criteria, consultant shall review plans and specifications during the design stage to see if recommendations have been properly interpreted. Consultant shall also respond/address DSA comments during plan check review process on comments regarding soils report items.

##### **B. Material Testing and Special Inspection Services:**

- i. Provide material testing and special inspection as required by the construction documents and Title 24 and its referenced standards. These tests and inspections may include but not be limited to the following materials: concrete, wood, soils, masonry, rebar, roofing, fireproofing, welding and steel. The construction documents may require other testing or inspection services beyond those directly required by Title 24.

#### **2. Constraints on the Firm**

- ##### **A.**
- Firms will be required to have current DSA lab certifications for construction materials testing. Firms must be willing to work collaboratively with other members of the District's project team. Detailed information regarding the proposed facility enhancements can be found in the Facility Master Plan which can be downloaded from the District website.

- ##### **B.**
- Firm shall maintain at least one full-time Civil Engineer on staff registered in the State of California.

#### **3. Contractor Personnel Requirements.**

The Contractor must provide the Resumes and qualifications of key personnel, along with employee identification, and project experience. The selected firm shall maintain at least one full-time Civil Engineer on staff registered in the State of California. All personnel intended to work on the project shall be approved by the District prior to working on the project.

#### **4. Test & Inspection Firm Responsibilities.**

- ##### **A.**
- The firm shall be required to commit one project manager who will be responsible for overseeing all testing and inspections required for the project and report to the District's Representative or the District's designated IOR. The project manager must have experience in overseeing testing and inspection programs for similar projects; must have excellent management and communication skills, and the ability to work in partnership with the District staff.

#### **5. District Responsibilities.**

The District will provide a photocopy machine which can be located in the Construction and/or Program Manager's office. The District will provide one set of documents on CD.

#### **6. Evaluation of Contractor Performance.**

- ##### **A.**
- The Inspector / Technician's mindset and behaviors must be representative of what is in the best interest of the project, schedule and the College, such as but not limited to collaborating solutions to field issues with the Construction and/or Program Management team for architect and engineer approval.
- ##### **B.**
- The College has the right to remove the Inspector / Technician should the College deem the Inspector / Technician not serving the best interest of the College.

## **7. Reporting Requirements and Procedures.**

- A.** Provide daily field reports each day an inspector or technician is onsite. Each field report shall be submitted to both the Inspector of Record (IOR) and/or the Construction and/or Program manager. Time sheet MUST be signed daily by the IOR and/or by the Construction and/or Program manager.
- B.** Provide an archived set at the end of the project which will entail all technical documentation required for the project, in an organized fashion accompanied by a Table of Contents.
- C.** Fill out / provide the necessary DSA documentation and submit to the Architect of Record for report collation.
- D.** Provide in the scope of services soil samples, site assessment, groundwater and vapor assessment along with the necessary engineering and a recommendation in support of the required foundational system and / or site improvement needs.

## **8. Prevailing Wages.**

- A.** California Department of Industrial Relations Prevailing Wage Rates are applicable and required to be paid (at a minimum) to on site project inspectors.
- B.** Wage Rate Increases are to be in accordance with the California Department of Industrial Relations

## **9. Evaluation Criteria.**

- A.** Department of Industrial Relations Prevailing Wage Rates are applicable and required to be paid (at a minimum) to on site project inspectors
- B.** No travel time to be included if inspection requires 6 or more hours. Inspection hours under 6 hours, one hour travel (total) to be included, billed at the regular hourly rate.
- C.** Should over-time be necessary, approval from the Program Manager is required. Over-time is for hours worked over 8 hours in a day at the project,
- D.** Holiday defined as: New Year's, Memorial Day, July 4<sup>th</sup>, Labor Day, Veterans Day, Thanksgiving, and Christmas. All other days are considered a construction work day.
- E.** Premium time and double time shall be calculated per the Director of Industrial Relations.
- F.** Rates are inclusive of all direct and indirect cost, including salary, taxes benefits, overhead, profit and mileage.

# CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **August 16, 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

|                                                                                                                                                                                                                                                                         |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>SUBJECT:</b>      <b>Consideration of Approval of Amendment to Project Assignment Agreement No. 1 to the Master Independent Consultant Agreement with Koury Engineering &amp; Testing, Inc. for Closeout Services for District-wide Project Certification</b></p> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**ACTION**

It is recommended that the Board of Trustees approve the amendment to Project Assignment Agreement No. 1 to the Master Independent Consultant Agreement with Koury Engineering & Testing, Inc. for additional Closeout Services for District-wide Project Certification.

**FISCAL IMPACT**

The total contract sum shall be increased \$24,910 for a new not-to-exceed amount of \$56,910; this amount will be funded from the GO Bond. Koury Engineering & Testing, Inc. is headquartered in Chino, CA.

**REPORT SUMMARY**

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

**AMENDMENT NO. 1 TO PROJECT ASSIGNMENT AGREEMENT NO. 1 TO THE MASTER  
INDEPENDENT CONSULTANT AGREEMENT FOR CLOSEOUT SERVICES FOR DISTRICT-WIDE  
PROJECT CERTIFICATION**

**KOURY ENGINEERING & TESTING, INC.**

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

Purpose: On November 13, 2014, Cerritos College entered into a Master Independent Consultant Agreement ("Master Agreement") with Koury Engineering & Testing, Inc. for the purpose of creating a qualified pool of geotechnical engineering, materials testing, and special inspection services firms for campus projects pursuant to Request for Qualifications (RFQ) No. 14P002, Geotechnical Engineering, Materials Testing and Special Inspection Services Pool. The intent of the Master Agreement was that individual Project Assignment Agreements would be drafted for each project on an as-needed basis. Project Assignment Agreements specify the scope of work, project cost estimates, fee to inspection firm, conditions specific to the project, and are governed by the terms and conditions of the Master Agreement.

On March 4, 2015, Cerritos College entered into Project Assignment Agreement No. 1 to obtain the necessary closeout services for District-wide project certification which included, but was not limited to, closeout services for District-wide project certification.

At this time, Cerritos College wishes to amend Project Assignment Agreement No. 1 to allow for additional closeout services for District-wide project certification. The end date of the agreement will also be extended through December 31, 2018.

Period: The time period will be from January 30, 2015 through December 31, 2018.

**NOTICING REQUIREMENTS**

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

**ATTACHMENT(S)**

Draft of Amendment No. 1 to Project Assignment Agreement No. 1 to Contract No. 14P011 – Koury Engineering & Testing, Inc.

Project Assignment Agreement No. 1 to Contract No. 14P011 – Koury Engineering & Testing, Inc.

Contract No. 14P011, Master Independent Consultant Agreement, Koury Engineering & Testing, Inc.



# **Cerritos College**

**AMENDMENT NO. 1**  
**TO**  
**PROJECT ASSIGNMENT AGREEMENT NO. 1**  
**UNDER**  
**CONTRACT NO. 14P011**  
**BETWEEN**  
**CERRITOS COMMUNITY COLLEGE DISTRICT**  
**AND**  
**KOURY ENGINEERING & TESTING, INC.**  
**DATED**  
**DATED NOVEMBER 13, 2014**

**WHEREAS**, this Project Assignment Amendment (“P.A. AMENDMENT”) is made and entered into as of **August 17, 2017** by and between the **Cerritos Community College District** (“DISTRICT”) and **Koury Engineering & Testing, Inc.** (“CONSULTANT”); collectively referred to as “PARTIES”, and

**WHEREAS**, this P.A. AMENDMENT shall be considered attached to and incorporated in that certain document dated **March 5, 2015**, entitled “**Project Assignment Agreement No. 1** to Master Independent Consultant Agreement, **Contract No. 14P011** (the “PROJECT ASSIGNMENT AGREEMENT”) for the completion of the **Closeout Services for District-Wide Project Certification** 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 closeout services for project certification** for the completion of the PROJECT (hereinafter referred to as the “Additional Services”); and

**WHEREAS**, the Master Independent Consultant Agreement Contract No. **14P011** dated **November 13, 2014** between the PARTIES (the “AGREEMENT”) requires all Additional Services to be detailed in writing and approved by the DISTRICT; and

**WHEREAS**, this P.A. AMENDMENT is being executed between the PARTIES pursuant to Article III, Section 1 and Article XIII, Section 8 of the AGREEMENT; and

**WHEREAS**, where any section or portion of the PROJECT ASSIGNMENT AGREEMENT is amended or superseded, the balance of that section or portion not specifically amended or superseded shall remain in effect as originally written. Where any section or portion of the PROJECT ASSIGNMENT AGREEMENT is supplemented, that supplement shall be considered added thereto, and the original provisions of that section or portion shall remain in effect as originally written. Where any Paragraph, Section, Portion or Exhibit is referenced, such Paragraph, Section, Portion or Exhibit is superseded and replaced by the language herein. This P.A. AMENDMENT, taken together with the PROJECT ASSIGNMENT AGREEMENT dated **March 5, 2015**, represents the new PROJECT ASSIGNMENT AGREEMENT; and

**WHEREAS**, unless expressly provided otherwise, all capitalized terms and phrases used in this P.A. AMENDMENT shall have the same meanings as set forth in the PROJECT ASSIGNMENT AGREEMENT; and

**WHEREAS**, the DISTRICT and CONSULTANT agree that the Recitals set forth hereinabove are expressly incorporated into the PROJECT ASSIGNMENT AGREEMENT and correctly set forth the nature of the PROJECT ASSIGNMENT AGREEMENT as modified by this P.A. AMENDMENT.

**NOW, THEREFORE**, the PARTIES hereto agree that this P.A. AMENDMENT shall be incorporated into the PROJECT ASSIGNMENT AGREEMENT pursuant to the terms and conditions of the AGREEMENT and as otherwise set forth herein below:

**Add Section 5(E) to the PROJECT ASSIGNMENT AGREEMENT as Follows:**

**E. Additional Services:** The CONSULTANT agrees to perform all the Additional Services set forth in the proposal attached hereto and incorporated herein by this reference as ATTACHMENT “2”. The CONSULTANT and DISTRICT both agree to be bound by the provisions set forth in said ATTACHMENT “2” only to the extent such terms detail the scope of Additional Services and the total compensation due the CONSULTANT for performing such Additional Services. Notwithstanding the above concerning compensation and scope of Additional Services, the PARTIES agree that the terms and conditions of this PROJECT ASSIGNMENT AGREEMENT shall be controlling and will govern in the event of any discrepancies, conflicts or inconsistencies between this PROJECT ASSIGNMENT AGREEMENT and ATTACHMENT “2”. The CONSULTANT and DISTRICT also agree that the terms and conditions of the AGREEMENT shall be controlling and will govern in the event of any discrepancies, conflicts or inconsistencies between the AGREEMENT and this PROJECT ASSIGNMENT AGREEMENT or ATTACHMENT “2”.

**(1) Additional Services Compensation.** The DISTRICT agrees to pay the CONSULTANT in accordance with the fee, rate and/or price schedule information set forth in ATTACHMENT “2”, inclusive of reimbursable expenses, for performing all the Additional Services set forth in Section 5(E) above subject to the limitations set forth herein this Section 5(E)(1). In no event shall the total payment to INDEPENDENT CONSULTANT exceed **Twenty-Four Thousand Nine Hundred Ten and 00/100 Dollars (\$24,910.00.00)** for performing all the Additional Services set forth herein this PROJECT ASSIGNMENT AGREEMENT

and ATTACHMENT “2”. The CONSULTANT shall invoice all fees for Additional Services performed by the CONSULTANT on a monthly basis as services are completed by the CONSULTANT. All invoices for Additional Services shall be based upon actual work or services completed by the CONSULTANT and shall be supported by proper invoices, receipts and/or other documentation.

**Add Section 7 to the PROJECT ASSIGNMENT AGREEMENT as Follows:**

THIS PROJECT ASSIGNMENT AGREEMENT SHALL NOT INCLUDE OR INCORPORATE THE TERMS OF ANY GENERAL CONDITIONS, CONDITIONS, TERMS AND CONDITIONS, MASTER AGREEMENT OR ANY OTHER BOILERPLATE TERMS OR FORM DOCUMENTS PREPARED BY THE CONSULTANT. THE ATTACHMENT OF ANY SUCH DOCUMENT TO THIS PROJECT ASSIGNMENT AGREEMENT AS ATTACHMENT “2” SHALL NOT BE INTERPRETED OR CONSTRUED TO INCORPORATE SUCH TERMS INTO THIS PROJECT ASSIGNMENT AGREEMENT UNLESS THE DISTRICT APPROVES OF SUCH INCORPORATION IN A SEPARATE WRITING SIGNED BY THE DISTRICT. ANY REFERENCE TO BOILERPLATE TERMS AND CONDITIONS IN THE PROPOSAL, QUOTE OR OTHER DOCUMENT SUBMITTED TO THE DISTRICT BY CONSULTANT FOR ATTACHMENT TO THIS PROJECT ASSIGNMENT AGREEMENT SHALL BE NULL AND VOID AND HAVE NO EFFECT UPON THIS PROJECT ASSIGNMENT AGREEMENT. PROPOSALS, QUOTES, STATEMENT OF QUALIFICATIONS AND OTHER SIMILAR DOCUMENTS PREPARED BY THE CONSULTANT MAY BE INCORPORATED INTO THIS PROJECT ASSIGNMENT AGREEMENT AS ATTACHMENT 2 BUT SUCH INCORPORATION SHALL BE STRICTLY LIMITED TO THOSE PARTS DESCRIBING THE SCOPE OF THE AGREED UPON ADDITIONAL SERVICES, AND THE CORRESPONDING RATE, FEE AND/OR PRICE SCHEDULE.

**Exhibit “A” to this P.A. AMENDMENT shall be Attached and Incorporated into the Project Assignment Agreement as Attachment “2”**

***(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)***

The PARTIES, through their authorized representatives, have executed this P.A. AMENDMENT as of the day and year first written above.

Dated: \_\_\_\_\_, 20\_\_

Dated: \_\_\_\_\_, 20\_\_

**Koury Engineering & Testing, Inc.**

**Cerritos Community College District**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: Tommy Wright

Print Name: Felipe R. Lopez

Print Title: VP Sales & Marketing

Print Title: VP Business Services

## **EXHIBIT “A”**

1. Consultant’s Proposal is **not** made part of this PAA and has been included **for reference only**.
  - a. Reference attached proposal from Bridget Sherman, Senior Project Manager, Koury Engineering & Testing, Inc. to Martha Walsworth, Project Coordination, Tilden-Coil Constructors, Inc., Cerritos Community College District dated April 25, 2017 and amended July 6, 2017 regarding additional Closeout Services for District-Wide Project Certification project (1 page), attached hereto and incorporated herein by this reference as ATTACHMENT “1”.
2. Task 1 – Project Certification Services
3. Findings and recommendations to be prepared in accordance with generally accepted professional principles and practice in this area of Southern California.
4. Includes Prevailing Wages, as required by law, for all field labor/work.
5. Includes workers’ compensation insurance as required by law.
6. Cost of Professional Services

|                             |                     |
|-----------------------------|---------------------|
| a. Original Contract Amount | \$ 32,000.00        |
| b. Amendment No. 1          | <u>\$ 24,910.00</u> |
| c. Total                    | \$ 56,910.00        |
7. Schedule
  - a. August 16, 2017 – December 31, 2018



# **Cerritos College**

## **PROJECT ASSIGNMENT AGREEMENT NO. 1 TO**

### **MASTER INDEPENDENT CONSULTANT AGREEMENT**

**CONTRACT NO. 14P011**

**BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT**

**AND**

**KOURY ENGINEERING & TESTING, INC.**

**DATED NOVEMBER 13, 2014**

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **5th** day of **March, 2015**, by and between the **Cerritos Community College District** ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **Koury Engineering & Testing, Inc.** ("Consultant"), incorporated under the laws of the State of California with its principal place of business at 14280 Euclid Avenue, Chino, CA 91710. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **November 13, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P011** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services, **Closeout Services for District-wide Project Certification**, as set forth in the Master Agreement and as further described herein.

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

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

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

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

**A. DSA Uncertified Projects**

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

3. **Extra Services, Consultants, and Deliverables.** Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**
4. **Term.** Consultant shall commence providing Services under this PAA on **January 30, 2015**, and will diligently perform as required and complete performance by **December 31, 2015**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.
5. **Submittal of Documents.** The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

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

6. **Consultant's Compensation.** District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed amount of **Thirty-Two Thousand and 00/100 Dollars (\$32,000.00)**. District shall pay Consultant according to the following terms and conditions:

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

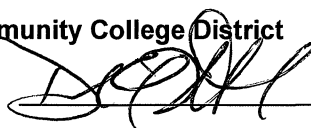
1) **Closeout Services for District-wide Project Certification**

7. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:
- A. **None**
8. **Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:
- A. **None**
9. **Assignment.** The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

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

Dated: 3/16, 2015

**Cerritos Community College District**

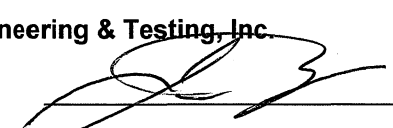
By: 

Print Name: Dr. David El Fattal

Print Title: VP Business Services

Dated: 3/10, 2015

**Koury Engineering & Testing, Inc.**

By: 

Print Name: Tommy Wright

Print Title: VP of Sales & Marketing

---

**Information regarding Consultant:**

License No.: \_\_\_\_\_

95-4794326 \_\_\_\_\_:

Address: 14280 Euclid Avenue

Employer Identification and/or  
Social Security Number

Chino, CA 91710

Telephone: 909-606-6111

Facsimile: 909-606-6555

E-Mail: tommyw@kouryengineering.com

Type of Business Entity:

☐ Individual

☐ Sole Proprietorship

☐ Partnership

☐ Limited Partnership

☒ Corporation, State: California

☐ Limited Liability Company

☐ Other: \_\_\_\_\_

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



# **Cerritos College**

## **EXHIBIT "A" DESCRIPTION OF CONSULTANT SERVICES**

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

1. Reference Consultant's proposal dated July 17, 2014 (3 pages) attached hereto and made a part of this PAA by reference.



14P011-01

July 17, 2014

Cerritos CCD  
Tilden-Coil Constructors  
Attn: Jeff Carreon & Martha Walsworth  
11110 Alondra Blvd.  
Norwalk, CA 90650

**RE: PROPOSAL FOR DSA CLOSEOUT SERVICES**

**PROJECT: VARIOUS PROJECTS - KOURY PROJECT #13-0000**

Dear Mr. Carreon & Ms. Walsworth,

Koury Engineering & Testing, Inc ("KET") is pleased to submit our proposal to provide closeout services for district-wide project certification to Cerritos Community College District ("District"). Our objective is to closeout the open DSA projects with certification by March 2015.

In Summary, KET proposes to provide the following services to the District:

- Review Close of File letters;
- Review DSA Project Tracker;
- Order project files;
- Review project files to see if any of the missing documents can be retrieved;
- List documents missing;
- Review Certification guide;
- Review Legacy guide;
- Review applicable codes;
- Make a final list of documents required in order to archive certification for the District's review.
- Hire and coordinate with Structural Engineer

The following pages are a detailed summary of the projects Koury will be assisting closeout. If you have any questions, please contact our Closeout Project Manager, Natassia Melendrez at (909) 538-3053.

Regards,

A handwritten signature in cursive script that reads "Jessica Suzuki".

Mrs. Jessica Suzuki  
Project Manager

DSA Closeout Services for Cerritos CCD  
Koury Project #13-0000

| Description                       | Qty | Unit   | Rate     | Amount           |
|-----------------------------------|-----|--------|----------|------------------|
| <b>Project Closeout Fees</b>      |     |        |          |                  |
| <b>DSA Application #03-64062</b>  |     |        |          |                  |
| Project Manager - Closeout        | 10  | Hourly | \$ 95.00 | \$ 950.00        |
| <b>Total</b>                      |     |        |          | <b>\$ 950.00</b> |
| <b>DSA Application #03-64042</b>  |     |        |          |                  |
| Project Manager - Closeout        | 10  | Hourly | \$ 95.00 | \$ 950.00        |
| <b>Total</b>                      |     |        |          | <b>\$ 950.00</b> |
| <b>DSA Application #03-50114</b>  |     |        |          |                  |
| Project Manager - Closeout        | 10  | Hourly | \$ 95.00 | \$ 950.00        |
| <b>Total</b>                      |     |        |          | <b>\$ 950.00</b> |
| <b>DSA Application #03-52993</b>  |     |        |          |                  |
| Project Manager - Closeout        | 10  | Hourly | \$ 95.00 | \$ 950.00        |
| <b>Total</b>                      |     |        |          | <b>\$ 950.00</b> |
| <b>DSA Application #03-51315</b>  |     |        |          |                  |
| Project Manager - Closeout        | 10  | Hourly | \$ 95.00 | \$ 950.00        |
| <b>Total</b>                      |     |        |          | <b>\$ 950.00</b> |
| <b>DSA Application #03-59740</b>  |     |        |          |                  |
| Project Manager - Closeout        | 10  | Hourly | \$ 95.00 | \$ 950.00        |
| <b>Total</b>                      |     |        |          | <b>\$ 950.00</b> |
| <b>DSA Application #03-50815</b>  |     |        |          |                  |
| Project Manager - Closeout        | 10  | Hourly | \$ 95.00 | \$ 950.00        |
| <b>Total</b>                      |     |        |          | <b>\$ 950.00</b> |
| <b>DSA Application #03-61976</b>  |     |        |          |                  |
| Project Manager - Closeout        | 10  | Hourly | \$ 95.00 | \$ 950.00        |
| <b>Total</b>                      |     |        |          | <b>\$ 950.00</b> |
| <b>DSA Application #03-106486</b> |     |        |          |                  |
| Project Manager - Closeout        | 10  | Hourly | \$ 95.00 | \$ 950.00        |
| <b>Total</b>                      |     |        |          | <b>\$ 950.00</b> |
| <b>DSA Application #03-105508</b> |     |        |          |                  |
| Project Manager - Closeout        | 10  | Hourly | \$ 95.00 | \$ 950.00        |
| <b>Total</b>                      |     |        |          | <b>\$ 950.00</b> |
| <b>DSA Application #03-108190</b> |     |        |          |                  |
| Project Manager - Closeout        | 10  | Hourly | \$ 95.00 | \$ 950.00        |
| <b>Total</b>                      |     |        |          | <b>\$ 950.00</b> |

DSA Closeout Services for Cerritos CCD

**DSA Application #03-112202**

|                            |    |        |    |       |    |               |
|----------------------------|----|--------|----|-------|----|---------------|
| Project Manager - Closeout | 10 | Hourly | \$ | 95.00 | \$ | 950.00        |
| <b>Total</b>               |    |        |    |       | \$ | <b>950.00</b> |

**DSA Application #03-100962**

|                            |    |        |    |       |    |               |
|----------------------------|----|--------|----|-------|----|---------------|
| Project Manager - Closeout | 10 | Hourly | \$ | 95.00 | \$ | 950.00        |
| <b>Total</b>               |    |        |    |       | \$ | <b>950.00</b> |

**DSA Application #03-114206**

|                            |    |        |    |       |    |               |
|----------------------------|----|--------|----|-------|----|---------------|
| Project Manager - Closeout | 10 | Hourly | \$ | 95.00 | \$ | 950.00        |
| <b>Total</b>               |    |        |    |       | \$ | <b>950.00</b> |

**Misc. Application #s**

|                                                                    |     |          |    |       |    |                  |
|--------------------------------------------------------------------|-----|----------|----|-------|----|------------------|
| Project Manager - Structural Engineer Coordination (8 DSA App. #s) | 20  | Hourly   | \$ | 95.00 | \$ | 1,900.00         |
| Admin - Structural Engineer Coordination (8 DSA App. #s)           | 20  | Hourly   | \$ | 45.00 | \$ | 900.00           |
| Project Manager - Closeout (April, May, June & July)               | 100 | Hourly   | \$ | 95.00 | \$ | 9,500.00         |
| DSA Copying Fees for Plans                                         |     | Estimate |    |       | \$ | 1,400.00         |
| Contingency for Possible Testing/Inspection                        |     | Estimate |    |       | \$ | 5,000.00         |
| <b>Total</b>                                                       |     |          |    |       | \$ | <b>18,700.00</b> |

**Task Summary & Total Estimated Fees**

|                                    |           |                  |
|------------------------------------|-----------|------------------|
| <b>TOTAL PROJECT CLOSEOUT FEES</b> | <b>\$</b> | <b>32,000.00</b> |
|------------------------------------|-----------|------------------|





## MASTER INDEPENDENT CONSULTANT AGREEMENT

### FOR PROFESSIONAL SERVICES

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

This Master Independent Consultant Agreement for Professional Services ("Master Agreement") is made and entered into as of the **13 day of November, 2014**, by and between the **Cerritos Community College District**, ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **Koury Engineering & Testing, Inc.** ("Consultant"), incorporated under the laws of the State of California with its principal place of business at 1480 Euclid Avenue, Chino CA 91710, and licensed to do business in the State of California. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

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

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

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

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

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

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

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

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

NOW, THEREFORE, the Parties agree as follows:

- 1. Services.** The Consultant shall provide geotechnical analysis, recommendation and geotechnical inspections as further described in **Exhibit "A"**, attached hereto and incorporated herein by this reference

("Services").

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

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

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

8. **Performance of Services.**

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

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

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

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

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

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

## 12. Termination.

- 12.1. **For Convenience by District.** District may, at any time, with or without reason, terminate this Master Agreement and compensate Consultant only for Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three

days after the day of mailing, whichever is sooner.

12.2. Note Used.

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

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

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

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

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Master Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required Services from another Consultant. If the expense, fees, and/or costs to the District exceed the cost of providing the Service pursuant to this Master Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

13. **Indemnification.** To the furthest extent permitted by California law, Consultant shall defend, indemnify, and hold harmless the District, its Board of Trustees, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Consultant. The District shall have the right to accept or reject any legal representation that Consultant proposes to defend the indemnified parties.

14. **Insurance.**

14.1. The Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

| Type of Coverage                                                                                                                                    | Minimum Requirement |
|-----------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| <b>Commercial General Liability Insurance</b> , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments |                     |
| Each Occurrence                                                                                                                                     | \$ 1,000,000        |
| General Aggregate                                                                                                                                   | \$ 2,000,000        |
| <b>Automobile Liability Insurance - Any Auto</b>                                                                                                    |                     |
| Each Occurrence                                                                                                                                     | \$ 1,000,000        |
| General Aggregate                                                                                                                                   | \$ 2,000,000        |
| <b>Professional Liability</b>                                                                                                                       | \$ 1,000,000        |
| <b>Workers Compensation</b>                                                                                                                         | Statutory Limits    |
| <b>Employer's Liability</b>                                                                                                                         | \$ 1,000,000        |

14.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Consultant, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

14.1.2. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion

of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Consultant shall be required to secure Workers' Compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Master Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

14.1.3. **Professional Liability (Errors and Omissions).** Professional Liability Insurance as appropriate to the Consultant's profession, coverage to continue through completion of construction plus two (2) years thereafter.

14.2. **Proof of Carriage of Insurance.** The Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered to the District and approved by the District. Certificates and insurance policies shall include the following:

14.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

14.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

14.2.3. An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.

14.2.4. All policies except the Professional Liability, Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.

14.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

15. **Assignment.** The obligations of the Consultant pursuant to this Master Agreement shall not be assigned by the Consultant.

16. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the Governing Board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Consultant observes that any of the Services required by this Master Agreement is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Master Agreement shall be appropriately amended in writing, or this Master Agreement shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any Services that are in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.

17. **Certificates/Permits/Licenses.** Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Master Agreement.

18. **Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another

public agency for the actual time in which services are actually being performed pursuant to this Master Agreement.

- 19. Anti-Discrimination.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Consultant agrees to require like compliance by all of its subcontractor(s).
- 20.** Not Used.
- 21. No Rights in Third Parties.** This Master Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
- 22. District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
- 22.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.
- 22.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
- 23. Limitation of District Liability.** Other than as provided in this Master Agreement, District's financial obligations under this Master Agreement shall be limited to the payment of the compensation provided in this Master Agreement. Notwithstanding any other provision of this Master Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Master Agreement for the Services performed in connection with this Master Agreement.
- 24. Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Master Agreement.
- 25. Notice.** Any notice required or permitted to be given under this Master Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, or emailed, addressed as follows:

**If to District:**

**Cerritos Community College District**

ATTN: Director of Purchasing  
11110 Alondra Blvd.  
Norwalk, CA 90650  
Phone: 562-860-2451  
Fax: 562-467-5020

**If to Consultant:**

**Koury Engineering & Testing Inc.**

ATTN: Bridget Sherman  
Address: 14280 Euclid Ave  
Chino, CA 91710  
Phone: 909/606-6111  
Fax: 909/606-6555  
Email: BridgetS@kouryengineering.com

Any notice personally given or sent by facsimile transmission or email shall be effective upon receipt. Any

notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

- 26. Integration/Entire Agreement of Parties.** Each of the Parties have had the opportunity to, and have to the extent each deemed appropriate, obtained legal counsel concerning the content and meaning of this Master Agreement. Each of the Parties agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate this Master Agreement. This Master Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Master Agreement may be amended or modified only by a written PAA or other written document that is executed by both Parties. Any PAA referencing this Master Agreement shall be incorporated herein by this reference and made a part hereof.
- 27. California Law.** This Master Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Master Agreement shall be maintained in the county in which the District's administrative offices are located.
- 28. Waiver.** The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- 29. Severability.** If any term, condition or provision of this Master Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
- 30. Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Master Agreement shall be deemed to be inserted herein and this Master Agreement shall be read and enforced as though it were included therein.
- 31. Authority to Bind Parties.** Neither Party in the performance of any and all duties under this Master Agreement, except as otherwise provided in this Master Agreement, has any authority to bind the other to any agreements or undertakings.
- 32. Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Master Agreement, then each Party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
- 33. Captions and Interpretations.** Paragraph headings in this Master Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Master Agreement. No provision of this Master Agreement shall be interpreted for or against a Party because that Party or its legal representative drafted such provision, and this Master Agreement shall be construed as if jointly prepared by the Parties.
- 34. Calculation of Time.** For the purposes of this Master Agreement, "days" refers to calendar days unless otherwise specified.
- 35. Signature Authority.** Each Party has the full power and authority to enter into and perform this Master Agreement, and the person signing this Master Agreement on behalf of each Party has been properly authority and empowered to enter into this Master Agreement.
- 36. Counterparts** This Master Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 37. Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Master Agreement on the date indicated below.

Dated: 1/13, 2015

Cerritos Community College District

By: [Signature]

Print Name: DR. DAVID EL FATAL

Print Title: VP OF BUSINESS SERVICES

Dated: 12/3, 2014

Koury Engineering & Testing, Inc.

By: [Signature]

Print Name: Tommy Wright

Print Title: VP of Sales & Marketing

**Information regarding Consultant:**

License No.: N/A

Address: 14280 Euclid Ave

Chino, CA 91710

Telephone: 909/604-6111

Facsimile: 909/604-6555

E-Mail: BridgetS@kouryengineering.com

Type of Business Entity:

☐ Individual

☐ Sole Proprietorship

☐ Partnership

☐ Limited Partnership

☒ Corporation, State: California

☐ Limited Liability Company

☐ Other: \_\_\_\_\_

95-4794329

Employer Identification and/or  
Social Security Number

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



# Cerritos College

## WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Services under this Master Agreement.

Date:

12/3/14

Name of Consultant:

Koury Engineering

Signature:

A handwritten signature in black ink, appearing to read "Tommy Wright", written over a horizontal line.

Print Name and Title:

Tommy Wright - VP of Sales & Marketing

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Services under this Master Agreement.)

## ROOFING PROJECT CERTIFICATION

## **EXHIBIT "A"**

### **Statement of Work and Technical Specifications**

#### **1. Task Description.**

##### **A. Geotechnical Engineering Services:**

- i. The consultant will be expected to produce data including recommendation of foundation type, allowable loading and other technical data as needed by the structural/foundation engineer relating to soil conditions and to prepare a Geologic Hazard report as required by the California Department of General Services, Division of State Architect (DSA) for submittal to the California Geological Survey (CGS). It shall be the consultant's responsibility to conduct field and laboratory work, including obtaining any required drilling permits, to meet the requirements of the California Building Code (CBC), currently adopted edition.
- ii. In addition to the reports required by DSA and design criteria, consultant shall review plans and specifications during the design stage to see if recommendations have been properly interpreted. Consultant shall also respond/address DSA comments during plan check review process on comments regarding soils report items.

##### **B. Material Testing and Special Inspection Services:**

- i. Provide material testing and special inspection as required by the construction documents and Title 24 and its referenced standards. These tests and inspections may include but not be limited to the following materials: concrete, wood, soils, masonry, rebar, roofing, fireproofing, welding and steel. The construction documents may require other testing or inspection services beyond those directly required by Title 24.

#### **2. Constraints on the Firm**

- ##### **A.**
- Firms will be required to have current DSA lab certifications for construction materials testing. Firms must be willing to work collaboratively with other members of the District's project team. Detailed information regarding the proposed facility enhancements can be found in the Facility Master Plan which can be downloaded from the District website.

- ##### **B.**
- Firm shall maintain at least one full-time Civil Engineer on staff registered in the State of California.

#### **3. Contractor Personnel Requirements.**

The Contractor must provide the Resumes and qualifications of key personnel, along with employee identification, and project experience. The selected firm shall maintain at least one full-time Civil Engineer on staff registered in the State of California. All personnel intended to work on the project shall be approved by the District prior to working on the project.

#### **4. Test & Inspection Firm Responsibilities.**

- ##### **A.**
- The firm shall be required to commit one project manager who will be responsible for overseeing all testing and inspections required for the project and report to the District's Representative or the District's designated IOR. The project manager must have experience in overseeing testing and inspection programs for similar projects; must have excellent management and communication skills, and the ability to work in partnership with the District staff.

#### **5. District Responsibilities.**

The District will provide a photocopy machine which can be located in the Construction and/or Program Manager's office. The District will provide one set of documents on CD.

#### **6. Evaluation of Contractor Performance.**

- ##### **A.**
- The Inspector / Technician's mindset and behaviors must be representative of what is in the best interest of the project, schedule and the College, such as but not limited to collaborating solutions to field issues with the Construction and/or Program Management team for architect and engineer approval.
- ##### **B.**
- The College has the right to remove the Inspector / Technician should the College deem the Inspector / Technician not serving the best interest of the College.

## **7. Reporting Requirements and Procedures.**

- A.** Provide daily field reports each day an inspector or technician is onsite. Each field report shall be submitted to both the Inspector of Record (IOR) and/or the Construction and/or Program manager. Time sheet MUST be signed daily by the IOR and/or by the Construction and/or Program manager.
- B.** Provide an archived set at the end of the project which will entail all technical documentation required for the project, in an organized fashion accompanied by a Table of Contents.
- C.** Fill out / provide the necessary DSA documentation and submit to the Architect of Record for report collation.
- D.** Provide in the scope of services soil samples, site assessment, groundwater and vapor assessment along with the necessary engineering and a recommendation in support of the required foundational system and / or site improvement needs.

## **8. Prevailing Wages.**

- A.** California Department of Industrial Relations Prevailing Wage Rates are applicable and required to be paid (at a minimum) to on site project inspectors.
- B.** Wage Rate Increases are to be in accordance with the California Department of Industrial Relations

## **9. Evaluation Criteria.**

- A.** Department of Industrial Relations Prevailing Wage Rates are applicable and required to be paid (at a minimum) to on site project inspectors
- B.** No travel time to be included if inspection requires 6 or more hours. Inspection hours under 6 hours, one hour travel (total) to be included, billed at the regular hourly rate.
- C.** Should over-time be necessary, approval from the Program Manager is required. Over-time is for hours worked over 8 hours in a day at the project,
- D.** Holiday defined as: New Year's, Memorial Day, July 4<sup>th</sup>, Labor Day, Veterans Day, Thanksgiving, and Christmas. All other days are considered a construction work day.
- E.** Premium time and double time shall be calculated per the Director of Industrial Relations.
- F.** Rates are inclusive of all direct and indirect cost, including salary, taxes benefits, overhead, profit and mileage.

# **CERRITOS COLLEGE**

Regular Meeting of the Board of Trustees

Meeting Date: **August 16, 2017**

**Agenda Item No. 25**

**FROM:**

\_\_\_\_\_  
Dr. Jose Fierro  
President/Superintendent

**REVIEWED BY:**

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

|                 |                                                                                                                                                                                                |
|-----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SUBJECT:</b> | <b>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</b> |
|-----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**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

Curriculum Assistant (Academic Affairs), Classified Salary Schedule: Grade 34, Step 1 (\$4,203.00/month), effective date: August 17, 2017  
Lay, Phally

Out-of-Class\* extended assignment as Administrative Secretary II Grade 34, Step 2 (\$4,397.00/month, includes 5% Out-of-Class) effective July 1, 2017 not to exceed July 31, 2017: *Jessica Otero*

*\* Classified employees required to work in a higher classification according to the provisions of Administrative Procedure 7233 (AP 7233) and Article 5.12 of the CSEA collective bargaining agreement, shall qualify for "out-of-class" pay and their salary be adjusted upward for the entire period required to work out-of-classification.*

## II. Short-term hourly employment (as needed), variable hours per day not to exceed 25 hours a week, for a period not to exceed June 30, 2018, or 175 total workdays, whichever occurs first

| <u>Name</u>                 | <u>Unit</u>                    | <u>Classification</u>     | <u>Rate</u>    | <u>Cleared for Employment</u> |
|-----------------------------|--------------------------------|---------------------------|----------------|-------------------------------|
| Arias, Arlene               | HPEDA                          | Instructional Aide II     | \$13.30/hr (1) | 7/27/2017                     |
| Arias, Dulce                | Child Development              | CDC Substitute Teacher    | \$20.99/hr     | 7/25/2017                     |
| Arriaga Ornelas, Sandy*     | Financial Aide                 | Instructional Aide II     | \$13.30/hr     | 7/25/2017                     |
| Ascencio Franco, Christian* | Financial Aide                 | Division Clerk            | \$10.50/hr     | 7/25/2017                     |
| Boncuk, Aliyah**            | HPEDA                          | Aquatic Specialist        | \$10.50/hr     | 7/27/2017                     |
| Castellanos, Daisy          | SEM                            | Aides-General Laboratory  | \$10.50/hr     | 7/25/2017                     |
| Chavez, Pedro*              | EOPS                           | Instructional Aide II     | \$13.30/hr (1) | 7/25/2017                     |
| Clark, Taya**               | HPEDA                          | Aquatic Specialist        | \$10.50/hr     | 7/25/2017                     |
| Corby, Allison**            | Student Health Services        | Nurse Practitioner        | \$52.46/hr     | 7/25/2017                     |
| D'Aloisio, Isabella**       | HPEDA                          | Aquatic Specialist        | \$10.50/hr     | 7/25/2017                     |
| Delos Angeles, Gillianne**  | HPEDA                          | Sport Specialist          | \$12.22/hr     | 7/25/2017                     |
| Eang, Ashleigh**            | HPEDA                          | Aquatic Specialist        | \$10.50/hr     | 7/27/2017                     |
| Estrada, Zachary            | HPEDA                          | Aquatic Specialist        | \$10.50/hr     | 7/27/2017                     |
| Flores, Victor A.           | International Student Services | Student Affairs Assistant | \$14.32/hr     | 7/01/2017                     |
| Hernandez, Amy R.           | HPEDA                          | Aquatic Specialist        | \$10.50/hr     | 7/31/2017                     |

\* Categorically Funded

\*\* Specially Funded

| <b><u>Name</u></b>      | <b><u>Unit</u></b> | <b><u>Classification</u></b>                     | <b><u>Rate</u></b> | <b><u>Cleared for Employment</u></b> |
|-------------------------|--------------------|--------------------------------------------------|--------------------|--------------------------------------|
| Hibbard, Mary**         | Adult Education    | Community Education Specialist                   | \$30.27/hr         | 7/27/2017                            |
| Hinton, Olivia**        | EPP                | Instructional Aide II                            | \$13.30/hr         | 7/27/2017                            |
| Hollis, Tiffany         | HPEDA              | Instructional Aide II                            | \$13.30/hr (1)     | 7/25/2017                            |
| Hughes, Areal           | HPEDA              | Theatre Production Manager                       | \$16.62/hr         | 7/25/2017                            |
| Jaimez, Gerald          | Facilities         | Custodian                                        | \$10.50/hr         | 7/25/2017                            |
| Karelov, Alexandra      | HPEDA              | Instructional Aide II                            | \$13.30/hr (1)     | 7/27/2017                            |
| Khong, Courtney**       | HPEDA              | Aquatic Specialist                               | \$10.50/hr         | 7/25/2017                            |
| Licano, Savannah M.*    | Financial Aide     | Student Affairs Assistant                        | \$14.32/hr         | 7/27/2017                            |
| Lopez, Juan Fernando**  | EPP                | Vocational Education & Special Project Asst.     | \$17.04/hr         | 7/27/2017                            |
| Luna, Mercedes          | HPEDA              | Athletic Trainer III                             | \$21.76/hr         | 7/25/2017                            |
| Madlangbayan, Jo Aizel* | Financial Aid      | Secretary Clerk                                  | \$10.94/hr         | 7/12/2017                            |
| Magallanez, Justin      | HPEDA              | Instructional Aide II                            | \$13.30/hr (1)     | 7/25/2017                            |
| Marquez, Ezequiel       | Facilities         | Gardener/Groundskeeper                           | \$10.50/hr         | 7/24/2017                            |
| Marshall, Issac Jr.*    | Adult Education    | Community Education Specialist                   | \$30.27/hr         | 7/31/2017                            |
| Martinez, Pedro L*      | Financial Aid      | Secretary Clerk                                  | \$10.94/hr         | 7/12/2017                            |
| Montez-Ochoa, Virginia* | Health Occupations | Continuing Education Specials/Health Occupations | \$52.47/hr         | 7/31/2017                            |
| Moore, Melanye M*       | CalWORKs           | Instructional Aide I                             | \$10.50/hr         | 7/05/2017                            |
| Newsome, Mary*          | DSPS               | Interpreter V                                    | \$41.02/hr         | 7/27/2017                            |
| Odrich, Eileen*         | EPP                | Vocational Education & Special Project Asst.     | \$17.04/hr         | 7/19/2017                            |
| Oliveira, Juliana**     | HPEDA              | Aquatic Specialist                               | \$10.50/hr         | 7/25/2017                            |
| Palacios, Richard*      | Adult Education    | Community Education Specialist                   | \$30.27/hr         | 7/27/2017                            |
| Park, Richard**         | HPEDA              | Continuing Education Specials/Recreation         | \$17.49/hr         | 7/24/2017                            |
| Rana, Reena             | Business           | Instructional Aide I                             | \$10.50/hr         | 7/25/2017                            |
| Rios, Hugo*             | Adult Education    | Community Education Specialist                   | \$30.27/hr         | 7/27/2017                            |
| Romero, Alex*           | EOPS               | Instructional Aide II                            | \$13.30/hr (1)     | 7/31/2017                            |
| Rosa, Steve*            | HPEDA              | Theatre Production Manager                       | \$16.62/hr         | 7/25/2017                            |
| Ross, Rosina M          | Student Activities | Student Activities Clerk                         | \$10.50/hr         | 7/27/2017                            |
| Ruiz, Rita              | Academic Affairs   | Intermediate Clerk                               | \$10.50/hr         | 7/06/2017                            |
| Solorzano, Esther O*    | Library            | Program Assistant II                             | \$11.78/hr         | 7/25/2017                            |
| Testani, Robert         | Facilities         | Custodian                                        | \$10.50/hr         | 7/11/2017                            |
| Vargas, Jose*           | Adult Education    | Community Education Specialist                   | \$30.27/hr         | 7/31/2017                            |
| Washington, Nicole*     | Adult Education    | Community Education Specialist                   | \$30.27/hr         | 7/31/2017                            |

\* Categorically Funded

\*\* Specially Funded

\* Categorically Funded

\*\* Specially Funded

Presented to the Board of Trustees: August 16, 2017

# CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **August 16, 2017**

**Agenda Item No. 26**

**FROM:**

\_\_\_\_\_  
Dr. Jose Fierro  
President/Superintendent

**REVIEWED BY:**

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

|                                                                                                                                                               |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SUBJECT:</b> <b>Consideration of Approval of Employment of Temporary and/or Substitute Hourly Faculty Personnel, as needed for 2017-2018 Academic Year</b> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------|

**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 |                |                          | Salary             |             |
|-----------------------|----------------|--------------------------|--------------------|-------------|
| <u>Name</u>           | <u>Status*</u> | <u>Discipline</u>        | <u>Placement**</u> | <u>Rate</u> |
| Girgis, Rose          | NH             | Occupational Preparation | 1AM                | 62.55       |
| Nava, Dolores         | RE             | GED Preparation          | 6BM                | 78.56       |
| Rios, Hugo            | RE             | GED Preparation          | 6AB                | 75.89       |

### II. BUSINESS ED/HUMANITIES/SOCIAL SCIENCES

| Part-Time Instructors |                |                             | Salary             |             |
|-----------------------|----------------|-----------------------------|--------------------|-------------|
| <u>Name</u>           | <u>Status*</u> | <u>Discipline</u>           | <u>Placement**</u> | <u>Rate</u> |
| Chiros, Scarlett      | RE             | Psychology                  | 3BM                | 69.51       |
| Frazier, Jessica      | NH             | Real Estate                 | 1AM                | 62.55       |
| Hunt, Ryan            | RE             | History                     | 1BM                | 62.55       |
| Vayo, Louis           | NH             | Economics                   | 1AM                | 62.55       |
| Wypolski, Jon         | RE             | Business Comp. Office Tech. | 6BM                | 78.56       |

### III. FINE ARTS/COMMUNICATIONS

| Part-Time Instructors |                |                      | Salary             |             |
|-----------------------|----------------|----------------------|--------------------|-------------|
| <u>Name</u>           | <u>Status*</u> | <u>Discipline</u>    | <u>Placement**</u> | <u>Rate</u> |
| Acuna, Robert         | RE             | Art and Design       | 3AM                | 69.51       |
| Bergsaglieri, Andrea  | RE             | Art and Design       | 6BM                | 78.56       |
| Briones, Michael      | RE             | Applied Music        | 1BM                | 62.55       |
| Buck, Peter           | RE             | Applied Music        | 1BM                | 62.55       |
| Calderwood, Andrea    | RE             | Applied Music        | 1BM                | 62.55       |
| Carroll, Don          | RE             | Music                | 6BD                | 81.30       |
| Chartier, Renee       | RE             | Photography          | 2AM                | 66.04       |
| Chen, Johanna         | RE             | Music; Applied Music | 6BM                | 78.56       |
| Cramer, Joe           | RE             | Ceramics             | 3AM                | 69.51       |
| Crone, Cameron        | RE             | Art and Design       | 5AM                | 76.63       |
| Da Silva, Paul        | RE             | Music; Applied Music | 6BM                | 78.56       |
| Dillon, Rhonda        | RE             | Music; Applied Music | 6BM                | 75.86       |
| Dimond, Theresa       | RE             | Music; Applied Music | 6BM                | 78.56       |
| Dormitorio, Mark      | RE             | Film                 | 3AM                | 69.51       |
| Edquist, Alicia       | RE             | Journalism           | 6BM                | 78.56       |
| Emmett, Karen         | RE             | Photography          | 6Bm                | 78.56       |
| Figueriedo, Virginia  | RE             | Applied Music        | 1BD                | 64.74       |
| Flanders, Mark        | RE             | Photography          | 6BM                | 78.56       |
| Gill, Stephanie       | RE             | Art and Design       | 2AB                | 66.04       |
| Hallback, Allen       | RE             | Music                | 6BM                | 78.56       |

|                      |    |                      |     |       |
|----------------------|----|----------------------|-----|-------|
| Hartl, Forrest       | RE | Theatre              | 6BM | 78.56 |
| Higgins, Michael     | RE | Music; Applied Music | 2BM | 66.04 |
| Immel, Conrad        | RE | Music; Applied Music | 6BM | 78.56 |
| Inouye, Fang-Fang    | RE | Applied Music        | 6BD | 81.30 |
| Irie, Ichiro         | RE | Art and Design       | 2AM | 66.04 |
| Isaacs, David        | RE | Music; Applied Music | 6BM | 78.56 |
| Karshmer, Avraham    | RE | Film                 | 2AM | 66.04 |
| Kuo, Alison          | RE | Art and Design       | 3AM | 69.51 |
| Lee, Sungae          | RE | Music; Applied Music | 6BD | 81.30 |
| Lock, Bradley        | RE | Theatre              | 6AM | 78.56 |
| Lopez, Rosalie       | RE | Art and Design       | 1BM | 62.55 |
| Martinez, Efrain     | RE | Art and Design       | 3AM | 69.51 |
| Minear, Samantha     | RE | Art and Design       | 2AM | 66.04 |
| Mitchell, Kathryn    | RE | Applied Music        | 1BM | 62.55 |
| Pacier, Phillip      | RE | Music; Applied Music | 1BM | 62.55 |
| Phelps, Jennifer     | RE | Art and Design       | 1BM | 62.55 |
| Phillips, Lyndsay    | RE | Art History          | 1BM | 62.55 |
| Piotrowski, Casey    | RE | Theatre              | 6BB | 75.89 |
| Pratt, Susan         | RE | Theatre              | 1BM | 62.55 |
| Prell, Jerry         | RE | Theatre              | 4BM | 72.98 |
| Robinson, Donna      | RE | Ceramics             | 2BM | 66.04 |
| Russell, Bruce       | RE | Music                | 6BM | 78.56 |
| Sanchez, Alejandro   | RE | Photography          | 5AM | 76.63 |
| Sanchez, Guillermo   | RE | Art and Design       | 1BM | 62.55 |
| Schreiner, Greg      | RE | Music; Applied Music | 6BM | 78.56 |
| Schweitzer, Keren    | RE | Music; Applied Music | 4AD | 75.54 |
| Schwenkmeyer, Karen  | RE | Photography          | 6BM | 78.56 |
| Simmons, Jim         | RE | Music; Applied Music | 6BM | 78.56 |
| Sneed, Holly         | RE | Theatre              | 6AM | 78.56 |
| Stoltz, Michael      | NH | Film                 | 1AM | 62.55 |
| Torres, Martin       | RE | Music; Applied Music | 6BM | 78.56 |
| Tran, Biddy          | RE | Art and Design       | 3AM | 69.51 |
| Tsai, Shi-Ting Tammy | RE | Music; Applied Music | 6BM | 78.56 |
| Turowski, Kamil      | RE | Film                 | 1AM | 62.55 |
| Wahlquist, Lana      | RE | Theatre              | 5AM | 76.63 |
| Walton, Etta         | RE | Theatre              | 6BM | 78.56 |
| Ward, David          | RE | Theatre              | 6BM | 78.56 |
| Weiss, Tracey        | RE | Ceramics             | 6BM | 78.56 |
| Widner, Sarah        | RE | Applied Music        | 1BM | 62.55 |

#### IV. HEALTH OCCUPATIONS

##### Part-Time Instructors

| <u>Name</u>          | <u>Status*</u> | <u>Discipline</u>            | <u>Salary Placement**</u> | <u>Rate</u> |
|----------------------|----------------|------------------------------|---------------------------|-------------|
| Arguellas, Arven     | NH             | Nursing                      | 1AB                       | 60.43       |
| Burnham, Cynthia     | RE             | Nursing                      | 6BM                       | 78.56       |
| Christiason, Eric    | RE             | Nursing                      | 6AB                       | 75.89       |
| Doshi, Grishma       | RE             | Nursing                      | 3BM                       | 69.51       |
| Fojas, Jose          | RE             | Physical Therapist Assistant | 1BD                       | 64.74       |
| Holmes, Carolyn      | RE             | Nursing                      | 6BM                       | 78.56       |
| Macwan, Angelina     | RE             | Nursing                      | 6AB                       | 75.89       |
| Mendoza, Jesus       | RE             | Pharmacy Technician          | 2AB                       | 63.81       |
| Oh, Sharon           | NH             | Speech Language Pathology    | 1AM                       | 62.55       |
| Quirk, Jean          | RE             | Dental Assisting             | 6BB                       | 75.89       |
| Upadhyaya, Katy      | NH             | Nursing                      | 1AM                       | 62.55       |
| Yannitelli, Kristine | NH             | Nursing                      | 1AB                       | 60.43       |

#### V. LIBERAL ARTS

##### Part-Time Instructors

| <u>Name</u>              | <u>Status*</u> | <u>Discipline</u> | <u>Salary Placement**</u> | <u>Rate</u> |
|--------------------------|----------------|-------------------|---------------------------|-------------|
| Acosta-Licea, Jennifer   | RE             | Speech            | 6BM                       | 78.56       |
| Aguirre, Geoffrey        | RE             | English           | 4AD                       | 72.98       |
| Altebarmakian, Tamar     | RE             | English           | 3AM                       | 69.51       |
| Amano-Tompkins, Tommy    | RE             | English           | 4AM                       | 72.98       |
| Andreacchi, Bart         | RE             | English           | 3AM                       | 69.51       |
| Asis, Brian              | RE             | English           | 6BM                       | 78.56       |
| Avalos, Bethany          | RE             | English           | 2AM                       | 66.04       |
| Bailey, Kathryn          | RE             | French            | 6BD                       | 81.30       |
| Bair, Richard            | RE             | Spanish; ESL      | 3BM                       | 69.51       |
| Baker, John              | RE             | English           | 6BM                       | 78.56       |
| Benitez-Whitney, Melanie | RE             | Speech            | 3AM                       | 69.51       |
| Berry, Patricia          | RE             | ESL               | 6BM                       | 78.56       |
| Bertea, Cynthia          | RE             | ESL               | 4AM                       | 72.98       |
| Bielik, Nicholas         | RE             | English           | 6BM                       | 78.56       |
| Blake, Lesley            | RE             | English           | 4BM                       | 72.98       |
| Brashear, Nelly          | RE             | English           | 2BM                       | 66.04       |
| Buscher-Cepeda, Michelle | RE             | English           | 6AM                       | 78.56       |
| Buzatu, Ana Maria        | RE             | Spanish           | 1BM                       | 62.55       |
| Carney, Danielle         | RE             | English           | 6BM                       | 78.56       |
| Carrell, Kenneth         | RE             | Speech            | 4AM                       | 72.98       |
| Castellanos, Ralph       | RE             | Speech            | 2AM                       | 66.04       |
| Chatham, Lynne           | RE             | English           | 6BM                       | 78.56       |
| Cifuentes, Otto          | RE             | Spanish           | 6BM                       | 78.56       |
| Coriaty, Raymond         | RE             | English           | 6BD                       | 81.30       |

|                            |    |                        |     |       |
|----------------------------|----|------------------------|-----|-------|
| Correa, Rosario            | RE | Spanish                | 3AM | 69.51 |
| Cristin, Sara              | RE | English                | 2BM | 66.04 |
| Crozier, Judith            | RE | English                | 5AM | 72.98 |
| Crum, Anjanette            | RE | English                | 6BM | 78.56 |
| Cuesta, Yolanda            | RE | Spanish                | 6BM | 78.56 |
| Deon, Letitia              | RE | English                | 4AM | 72.98 |
| Dongell, Robert            | RE | English                | 6BM | 78.56 |
| Espinoza, Carolina         | RE | English                | 4BM | 72.98 |
| Farol, Ronald              | RE | English                | 3AM | 69.51 |
| Fischer, Anna              | RE | ESL                    | 6BM | 78.56 |
| Flores-Salcido, Dahlia     | RE | Reading                | 6BM | 78.56 |
| Forsythe, Christopher      | RE | Speech                 | 2AM | 66.04 |
| Fry, Wyatt                 | RE | German                 | 2AM | 66.04 |
| Garcia, John               | RE | English                | 5AM | 76.63 |
| Gigliotti, Dana            | RE | Reading                | 6BM | 78.56 |
| Gil, Nicholas              | RE | English                | 3BM | 69.51 |
| Graham, Ashley             | RE | Speech                 | 1BM | 62.55 |
| Granillo, Christine        | RE | English                | 2AM | 66.04 |
| Grigorieff, Annette        | RE | Reading                | 6BM | 78.56 |
| Hall, Avery                | RE | Reading                | 6BD | 81.30 |
| Hamilton, Kieko            | RE | Japanese               | 6BM | 78.56 |
| Hammond, Robert            | RE | English                | 1BM | 62.55 |
| Hanniff, Brooke            | RE | Speech                 | 6BM | 76.63 |
| Harper-Johnson, Paula      | RE | American Sign Language | 6BM | 78.56 |
| Hernandez, Irma            | RE | Spanish                | 6AM | 78.56 |
| Hicks, Sarah               | RE | English                | 4BM | 72.98 |
| Hitch, Ryan                | RE | English                | 2AM | 66.04 |
| Hulett, Olivia             | RE | English                | 3AM | 69.51 |
| Jalloh, Katrina            | RE | English                | 5AM | 76.63 |
| Jeanpierre, Shani          | RE | English                | 2BM | 66.04 |
| Journey, Jessica           | RE | Speech                 | 1BM | 62.55 |
| Kane, John                 | RE | Reading                | 6BM | 78.56 |
| Kelley, Heather            | RE | Speech                 | 4AM | 72.98 |
| Koukabi, Elham             | RE | ESL                    | 3AM | 69.51 |
| Krulic, James              | RE | English                | 6BM | 78.56 |
| La Porta, Michele          | RE | English                | 6BM | 78.56 |
| Labreau, Katie             | RE | Speech                 | 5AM | 72.98 |
| Lamas, Catherine           | RE | English                | 2AM | 66.04 |
| Lefebvre, Lyndsey          | RE | English                | 6BM | 78.56 |
| Leis, Corey                | RE | English                | 4AM | 72.98 |
| Linares, Manuel            | RE | Spanish                | 2AM | 66.04 |
| Ludvigsen, Lindsay         | RE | English                | 5AM | 76.63 |
| Manshouri-Keramati, Marjan | RE | Reading                | 6AM | 78.56 |
| Maravilla, Rudith          | RE | English                | 3AM | 69.51 |
| Masters, Dee               | RE | English                | 1BM | 62.55 |

|                        |    |                        |     |       |
|------------------------|----|------------------------|-----|-------|
| Mata, Chimene          | RE | English                | 6BM | 78.56 |
| McLaughlin, Patrick    | RE | Reading                | 6BM | 78.56 |
| Michelotti, Andrea     | RE | American Sign Language | 6BM | 78.56 |
| Miranda, Veronica      | RE | English                | 5AM | 76.63 |
| Mochizuki, Steve       | RE | Japanese               | 6BM | 78.56 |
| Morrison, Anna         | RE | English                | 5AM | 76.63 |
| Nava, Michelle         | RE | English                | 4BM | 72.98 |
| Navarro, Adam          | RE | Speech                 | 1BM | 62.55 |
| Navarro, Blanca        | RE | Spanish                | 4BM | 72.98 |
| Nave, Marquis          | RE | English                | 6BM | 78.56 |
| Nguyen, Christina      | RE | Speech                 | 5AM | 72.98 |
| Nia, Halleh            | RE | Speech                 | 2AM | 66.04 |
| Nicolas, Jean Pierre   | RE | French                 | 6BM | 78.56 |
| Nishimura, Mark        | RE | English                | 5BM | 76.63 |
| Orr, Alysse            | RE | English                | 3AM | 69.51 |
| Panto, Danielle        | RE | English                | 4AM | 72.98 |
| Patterson, Carrie      | RE | Speech                 | 2AM | 66.04 |
| Politanoff, Ashton     | RE | English                | 2AM | 66.04 |
| Powell-Martin, Amanda  | RE | English                | 3AM | 69.51 |
| Reeves, Mallory        | RE | English                | 5AM | 76.63 |
| Rehm, David            | RE | Speech                 | 2AM | 66.04 |
| Renteria, Robert       | RE | Reading                | 6BM | 78.56 |
| Reyes, Amanda          | RE | English                | 3AM | 69.51 |
| Ricci, Natalie         | RE | English                | 2AM | 66.04 |
| Rodriguez, Philip      | RE | English                | 6BD | 81.30 |
| Rouhi, Samaneh         | RE | ESL                    | 2BM | 66.04 |
| Ruiz de Castilla       | RE | Speech                 | 2AD | 68.35 |
| Russell, Christy       | RE | English                | 6BM | 78.56 |
| Sadeghipour, Allia     | RE | English                | 3AM | 69.51 |
| Salgado, Martin        | RE | English                | 1BM | 62.55 |
| Salim, Faryha          | RE | Speech                 | 6AM | 78.56 |
| Sarekhani, Ryan        | RE | English                | 4AM | 72.98 |
| Smith, Harold          | RE | Reading                | 6BM | 78.56 |
| Smith, Sean            | RE | English                | 6BM | 78.56 |
| Spradlin, Nancy        | RE | ESL                    | 6BM | 78.56 |
| Stanfield, Scott       | RE | English                | 6BD | 81.30 |
| Stansbury, Deanna      | RE | English                | 5AM | 76.63 |
| Stavast, John          | RE | English                | 6BM | 78.56 |
| Tamayo, Kristin        | RE | English                | 1BM | 62.55 |
| Tilley, Geral          | RE | Reading                | 6BM | 78.56 |
| Toomey, Adrian         | RE | Speech                 | 5BM | 76.63 |
| Torres-Guimares, Nancy | RE | English                | 3BM | 69.51 |
| Trujillo, Yolanda      | RE | Spanish                | 5AM | 76.63 |
| Vanciu, Alina          | RE | English                | 6BM | 78.56 |
| Vejar, Irma            | RE | Spanish                | 6BM | 78.56 |

|                        |    |         |     |       |
|------------------------|----|---------|-----|-------|
| Wagner, Helene         | RE | Speech  | 6BM | 78.56 |
| Walsh, Wendy           | RE | English | 6BM | 78.56 |
| Watnik, Webster        | RE | English | 6BM | 78.56 |
| Whynaught, Jeffrey     | RE | English | 2AM | 66.04 |
| Wu, Danette            | RE | English | 3BM | 69.51 |
| Yang, Ruixue Lucy      | RE | Reading | 6BM | 78.56 |
| Zamora, Victor, Lazaro | RE | English | 2AM | 66.04 |
| Zumaeta, Haydee        | RE | Spanish | 6BM | 78.56 |

## VI. PHYSICAL EDUCATION

| Part-Time Instructors |                |                    | Salary             |             |
|-----------------------|----------------|--------------------|--------------------|-------------|
| <u>Name</u>           | <u>Status*</u> | <u>Discipline</u>  | <u>Placement**</u> | <u>Rate</u> |
| Gonzalez, Guillermo   | RE             | Athletics          | 1BB                | 60.43       |
| Reyes, Jose Stalin    | RE             | Physical Education | 1BB                | 62.55       |

## VII. SCIENCE, ENGINEERING AND MATHEMATICS

| Part-Time Instructors |                |                   | Salary             |             |
|-----------------------|----------------|-------------------|--------------------|-------------|
| <u>Name</u>           | <u>Status*</u> | <u>Discipline</u> | <u>Placement**</u> | <u>Rate</u> |
| Huss, Bradley         | NH             | Biology           | 1AM                | 62.55       |

## VIII. TECHNOLOGY

| Part-Time Instructors |                |                              | Salary             |             |
|-----------------------|----------------|------------------------------|--------------------|-------------|
| <u>Name</u>           | <u>Status*</u> | <u>Discipline</u>            | <u>Placement**</u> | <u>Rate</u> |
| Aguirre, Anna         | RE             | Cosmetology                  | 6BB                | 75.89       |
| Arias, Rogelio        | RE             | Machine Tool Technology      | 3AB                | 67.16       |
| Arvizo, David         | RE             | Welding                      | 6AB                | 75.89       |
| Barnes, James         | RE             | Machine Tool Technology      | 6BB                | 75.89       |
| Bradford, Duane       | RE             | Welding                      | 5BB                | 74.05       |
| Chavez, Albert        | RE             | Plastics Manufacturing Tech. | 2BB                | 63.81       |
| Chavez, Prudencio     | RE             | Automotive Mechanical Repair | 1AB                | 60.43       |
| Chiros, Scarlett      | RE             | Cosmetology                  | 3BM                | 67.16       |
| Corzo, Rolando        | RE             | Automotive Collision Repair  | 3AB                | 67.16       |
| Ferre, Brian          | RE             | Automotive Collision Repair  | 6BB                | 75.89       |
| Figueroa, Melissa     | RE             | Welding                      | 1BB                | 60.43       |

|                            |    |                              |     |       |
|----------------------------|----|------------------------------|-----|-------|
| Fitzgerald, Barrett (Mike) | RE | Plastics Manufacturing Tech. | 6BB | 75.89 |
| Gallagher, Peter           | RE | Automotive Mechanical Repair | 1BB | 60.43 |
| Gonzalez, Jaime            | RE | Automotive Mechanical Repair | 4AB | 72.98 |
| Gonzalez, Juan             | RE | Automotive Mechanical Repair | 6BB | 75.89 |
| Greas, Mina                | RE | Architecture                 | 4BB | 70.52 |
| Gurrola, Carlos            | RE | Plastics Manufacturing       | 6BB | 75.89 |
| Hagenbach, Darlene         | RE | Automotive Collision Repair  | 6BB | 75.89 |
| Hernandez, Ben             | RE | Woodworking Manufacturing    | 4BB | 70.52 |
| Husted, Curtis             | RE | Machine Tool Technology      | 1BB | 60.43 |
| Hutchison, Philip          | RE | Automotive Collision Repair  | 6BB | 75.89 |
| Jacobo, Cesar              | RE | Automotive Mechanical Repair | 6BB | 75.89 |
| Jakahi, Jayson             | RE | Automotive Collision Repair  | 6BB | 75.89 |
| Jamka, Alan                | RE | Engineering Design Tech.     | 6BM | 78.56 |
| Koford, Brian              | RE | Woodworking Manufacturing    | 6BB | 75.89 |
| Krause, Peter              | RE | Woodworking Manufacturing    | 6BB | 75.89 |
| Lemaster, Erin             | RE | Architecture                 | 2AB | 63.81 |
| Long, Judith               | RE | Cosmetology                  | 6BB | 75.89 |
| Loucks, Eric               | RE | Woodworking Manufacturing    | 2BB | 63.81 |
| Maine, Robert              | RE | Automotive Mechanical Repair | 3AB | 67.16 |
| Martin, Eduardo            | RE | Automotive Mechanical Repair | 4BB | 70.52 |
| Mendoza, Luis              | RE | Plastics Manufacturing Tech. | 6BM | 78.56 |
| Miller, Brian              | RE | Woodworking Manufacturing    | 6BB | 75.89 |
| Nguyen, Trinity            | RE | Cosmetology                  | 5AB | 74.05 |
| O'Ferrell, Fergus          | RE | Plastics Manufacturing Tech. | 6BB | 75.89 |
| Pacheco, Rupert (DJ)       | RE | Welding                      | 6BB | 75.89 |
| Paul, Daniel               | RE | Architecture                 | 6BM | 78.56 |
| Perkins, David             | RE | Welding                      | 6BB | 75.89 |
| Phinney, Peter             | RE | Architecture                 | 6BM | 75.56 |
| Roehrs, Kurt               | RE | Automotive Collision Repair  | 2AB | 63.81 |
| Roper, David               | RE | Automotive Mechanical Repair | 3BB | 67.16 |
| Sanchez, Carlos            | RE | Woodworking Manufacturing    | 6BB | 75.89 |
| Smith, Lynda               | RE | Cosmetology                  | 6BM | 78.56 |
| Smith, Rochelle            | RE | Cosmetology                  | 5BB | 74.05 |
| Spaziano, Michael          | RE | Plastics Manufacturing Tech. | 3AB | 67.16 |
| Steuer, Eugene             | RE | Engineering Design Tech.     | 5BB | 74.05 |
| Supple, Martin             | RE | Automotive Mechanical Repair | 6BB | 75.89 |
| Thornbury, Robert          | RE | Woodworking Manufacturing    | 6BB | 75.89 |
| Tomaselli, Nancy           | RE | Cosmetology                  | 6BB | 75.89 |
| Treadwell, Gary            | RE | Automotive Mechanical Repair | 3BM | 69.51 |
| Trimble, William           | RE | Woodworking Manufacturing    | 6BM | 78.56 |
| Van, Holly                 | RE | Architecture                 | 3BM | 69.51 |
| Vasilik, Rick              | RE | Automotive Mechanical Repair | 6BB | 75.89 |
| Villalon, Ramiro           | RE | Architecture                 | 4AB | 70.52 |
| Wood, John                 | RE | Woodworking Manufacturing    | 6BB | 75.89 |

## IX. LIBRARY/LEARNING RESOURCE CENTER

| Part-Time Instructors    |                |                              | Salary             |             |
|--------------------------|----------------|------------------------------|--------------------|-------------|
| <u>Name</u>              | <u>Status*</u> | <u>Discipline</u>            | <u>Placement**</u> | <u>Rate</u> |
| Bertea, Cynthia          | RE             | Success Center - Language    | 4AM                | 72.98       |
| DiGiovanni, Sybil        | RE             | Success Center - Language    | 6BM                | 78.56       |
| Ezewiro, Stacey          | RE             | Success Center - Language    | 2AM                | 66.04       |
| Falcis, Noelle           | RE             | Success Center - Language    | 2AM                | 66.04       |
| Fischer, Anna            | RE             | Success Center - Language    | 6BM                | 78.56       |
| Gonzalez Tamayo, Ricardo | RE             | Success Center - Language    | 2AM                | 66.04       |
| Havrilla, Lori           | RE             | Success Center - Language    | 6AM                | 78.56       |
| Hultman, Jason           | RE             | Success Center - Mathematics | 2AM                | 66.04       |
| Johnson, John            | RE             | Success Center - Mathematics | 6BM                | 78.56       |
| Koukabi, Elham           | RE             | Success Center - Language    | 3AM                | 69.51       |
| Loya, Eric               | RE             | Success Center - Language    | 2AM                | 66.04       |
| Ludvigsen, Lindsay       | RE             | Success Center - Language    | 5AM                | 76.63       |
| Ninh, Joseph             | RE             | Success Center - Mathematics | 6BM                | 78.56       |
| Polintanoff, Ashton      | RE             | Success Center - Language    | 2AM                | 66.04       |
| Reyes, Amanda            | RE             | Success Center - Language    | 3AM                | 69.51       |
| Winiarski, Catherine     | RE             | Success Center - Language    | 2AD                | 68.35       |
| Ysais, Rey               | RE             | Success Center - Mathematics | 6BM                | 78.56       |

## X. STUDENT SERVICES - COUNSELING

| Part-Time Instructors |                |                            | Salary             |             |
|-----------------------|----------------|----------------------------|--------------------|-------------|
| <u>Name</u>           | <u>Status*</u> | <u>Discipline</u>          | <u>Placement**</u> | <u>Rate</u> |
| Bobadilla, Lizett     | RE             | EOPS Counseling            | 1DM                | 50.37       |
| Brooks, Kerry Steve   | RE             | EOPS Counseling            | 4CM                | 55.84       |
| Casillas, Veronica    | RE             | EOPS Counseling            | 4CM                | 55.84       |
| Maravilla, Carmen     | RE             | EOPS Counseling            | 2CM                | 52.13       |
| Penn, Tenia           | RE             | EOPS Counseling            | 2CM                | 52.13       |
| Toumajian, Mary Kay   | RE             | Educational Partnerships   | 4DM                | 55.84       |
| Young, David          | RE             | Career Services Counseling | 4DD                | 57.80       |

\* NH=New Hire, RE=Reemployed

**\*\* Instructors:**

1AB=1st Semester-Bachelors, 1AM=1st Semester-Masters, 1AD=1st Semester-Doctorate  
1BB=2nd Semester-Bachelors, 1BM=2nd Semester-Masters, 1BD=2nd Semester-Doctorate  
2AB=3rd Semester-Bachelors, 2AM=3rd Semester-Masters, 2AD=3rd Semester-Doctorate  
2BB=4th Semester-Bachelors, 2BM=4th Semester-Masters, 2BD=4th Semester-Doctorate  
3AB=5th Semester-Bachelors, 3AM=5th Semester-Masters, 3AD=5th Semester-Doctorate  
3BB=6th Semester-Bachelors, 3BM=6th Semester-Masters, 3BD=6th Semester-Doctorate  
4AB=7th Semester-Bachelors, 4AM=7th Semester-Masters, 4AD=7th Semester-Doctorate  
4BB=8th Semester-Bachelors, 4BM=8th Semester-Masters, 4BD=8th Semester-Doctorate  
5AB=9th Semester-Bachelors, 5AM=9th Semester-Masters, 5AD=9th Semester-Doctorate  
5BB=10th Semester-Bachelors, 5BM=10th Semester-Masters, 5BD=10th Semester-Doctorate  
6AB=11th Semester-Bachelors, 6AM=11th Semester-Masters, 6AD=11th Semester-Doctorate  
6BB=>12 Semesters-Bachelors, 6BM=>12 Semesters-Masters, 6BD=>12 Semesters-Doctorate

**Counselors and Librarians:**

1CM=1st Semester-Masters, 1CD=1st Semester-Doctorate  
1DM=2nd Semester-Masters, 1DD=2nd Semester-Doctorate  
2CM=3rd Semester-Masters, 2CD=3rd Semester-Doctorate  
2DM=4th Semester-Masters, 2DD=4th Semester-Doctorate  
3CM=5th Semester-Masters, 3CD=5th Semester-Doctorate  
3DM=6th Semester-Masters, 3DD=6th Semester-Doctorate  
4CM=7th Semester-Masters, 4CD=7th Semester-Doctorate  
4DM=>8 Semesters-Masters, 4DD=>8 Semesters-Doctorate

# CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **August 16, 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

|                                                                                                       |
|-------------------------------------------------------------------------------------------------------|
| <b>SUBJECT:</b> <b>Information Item: Three Month Look-Ahead Schedule of RFP and RFQ Solicitations</b> |
|-------------------------------------------------------------------------------------------------------|

**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: August 16, 2017  
Three Month Look-Ahead Schedule of RFP and RFQ Solicitations**

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| <b>RFP/RFQ Number</b> | <b>Title of RFP/RFQ</b>                                                    | <b>Release Date*</b> | <b>Description/ Scope of Work</b>                                                                                                                                                                                                                                                                                                                                                                                                                                  | <b>Requestor/ Department</b> |
|-----------------------|----------------------------------------------------------------------------|----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|
| 17P005                | 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            |
| 17C0022               | Bond Underwriting Services                                                 | TBD                  | Perform underwriting services for the sale of General Obligation Bonds                                                                                                                                                                                                                                                                                                                                                                                             | Business Services            |
| 17C0023               | Food and/or Concession Services                                            | TBD                  | Provide food and/or concession services at designated vendor locations on campus                                                                                                                                                                                                                                                                                                                                                                                   | Student Services             |
| 17C0024               | 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.

Board of Trustees and President/Superintendent Goals - DRAFT  
2017-2018

The goals below are intended to be achieved during the next five years in alignment with the Educational Master Plan. The goals will be reviewed and adjusted each year.

1. Develop and complete the new Facilities Master Plan align it with the Educational Master Plan.
  - a. Engage college community in the development of the new Facilities Master Plan
  - b. Establish a steering committee to lead the development of the Facilities Master Plan according to the college's shared governance structure
  - c. Communicate progress to the Board of Trustees as needed
  - d. Gather and include campus feedback in the development of the Facilities Master Plan

*Connection to the Educational Master Plan: Goal E Upgrading Educational Infrastructure*

2. Highlight clear educational and career pathways for ALL students and provide the programs, guidance and support they need to achieve their educational goals in a timely manner.
  - a. Develop an internal campaign to increase student awareness of the importance of meeting with counselors and having an updated educational plan
  - b. Work with faculty, staff and administrators to continue to reduce time to degree/certificate completion
  - c. Continue to increase the online footprint of Cerritos College by expanding available online courses
  - d. Evaluate and revise current policy and procedures to ensure the college is not creating artificial barriers for students
  - e. Promote the development of educational pathways for students

*Connection to Educational Master Plan: Goal A Strengthening the Culture of Completion*

3. Continue to build and maintain community relations.
  - a. Develop and implement the Corporate College
  - b. Develop the Cerritos College Norwalk-La Mirada Educational Center
  - c. Expand dual and concurrent enrollment initiatives with K-12 partners
  - d. Maintain visibility at community events
  - e. Continue to host local community events on campus grounds
  - f. Expand partnerships with four-year institutions
  - g. Re-focus the direction of the Community Task Force to meet the current needs of Cerritos College in partnership with local community representatives and the Cerritos College Board of Trustees.

*Connection to Educational Master Plan: Goal A: Strengthening the Culture of Completion, Goal B: Ensuring Program Alignment by Strengthening Partnerships*

4. Foster institutional advancement

- a. Carry out the quiet phase of the Cerritos College capital campaign
- b. Develop of the President's Circle and explore other interest groups
- c. Increase internal giving
- d. Build the structure of the Cerritos College Alumni Association
- e. Begin conversations to align the Cerritos College Foundation's strategic plan with the college's Educational Master Plan

*Connection to Educational Master Plan: Goal F Enhancing Organizational Effectiveness*

5. Foster and invest in employee professional development and stability in leadership

- a. Continue to host the Falcon Leadership Academy and modify curriculum to reflect current institutional needs
- b. Increase awareness of professional development opportunities for all constituent groups
- c. Expand the implementation of leadership development to all groups and implement cross training to enhance organizational resilience
- d. Model and practice a culture of respect to increase employee satisfaction and minimize turnover in all leadership positions

*Connection to Educational Master Plan: Goal A: Strengthening the Culture of Completion, Goal C: Promoting Leadership and Staff Development*

6. Develop a systematic communication strategy

- a. Raise awareness about the college's importance in the community
- b. Convey district information effectively, both internally and externally.
- c. Improve information transfer between all on-campus constituent groups as well as with the external community

*Connection to the Educational Master Plan: Goal D Promoting Leadership and Staff Development*

7. Evaluation of organizational effectiveness

- a. Explore alternatives to diversify college revenues
- b. Review operational policies and procedures
- c. Update any policies and operational procedures that do not align with the current needs of the institution

*Connection to Educational Master Plan: Goal F Enhancing Organizational Effectiveness*

8. Continue to advance the diversity plan and report pertinent information accordingly

The Board of Trustees and CEO will continue to develop and foster a campus community that is reflective of its student body and communities served. Such a community will meet the current and future social, economic, and workforce needs of a highly diverse state.

- a. Continue the expansion of hiring practices and recruitment efforts.
- b. Continue to provide opportunities for employees to participate in diversity-related activities and training.
- c. Expand the understanding of diversity across campus
- d. Produce yearly reports as to the progress made advancing the diversity program

*Connection to Educational Master Plan: Goal A: Strengthening the Culture of Completion, Goal C: Promoting Leadership and Staff Development*

9. Build and promote a culture of respect and collaboration

- a. The Board of Trustees and the CEO will work together to build a culture of trust and collaboration across Cerritos College by modeling the expected behaviors and leading by example
- b. The relationship between the Board and the CEO will be strong and genuine in order to effect change to campus culture as we lead by example
- c. The board and the CEO will work collaboratively to make decisions in the best interest of the institution
- d. The CEO will continue to provide weekly/biweekly updates to the Board of Trustees
- e. The Board and CEO will continue to engage in meaningful professional development.

*Connection to Educational Master Plan: Goal C: Promoting Leadership and Staff Development*

# **CERRITOS COLLEGE**

Regular Meeting of the Board of Trustees

Meeting Date: **August 16, 2017**

**Agenda Item No. 30**

**FROM:**

\_\_\_\_\_  
Dr. Jose Fierro  
President/Superintendent

**PREPARED BY:**

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

|                 |                                                                                                                                                                                                                     |
|-----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SUBJECT:</b> | <b>Consideration of Adoption of the Initial Proposal of the Cerritos Community College District to the California School Employees Association (CSEA), Chapter #161 for the Period July 1, 2017 - June 30, 2018</b> |
|-----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**ACTION**

It is recommended that the Board of Trustees discuss and adopt the initial proposal of the Cerritos Community College District to the California School Employees Association (CSEA), Chapter #161 for the Period July 1, 2017 - June 30, 2018, in accordance with Government Code section 3547.

**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 at this August 16, 2017, meeting. Following the public hearing, the Board shall acknowledge official receipt and adoption of 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

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**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**

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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.