

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM**

TO: Members of the Governing Board
SUBJECT: CONSENT CALENDAR – HUMAN RESOURCES
REQUESTED ACTION: APPROVAL

EMPLOYMENT 2008-09

Temporary Academic Assignment
(Categorically Funded – Center for Nursing Expansion and Innovation Grant)

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Fawn McCloud	Nursing Instructor Medical-Surgical (Remaining assignment is 1-1/2 years of original 3 years)	1/13/09

Short-term, Temporary & Substitute Assignments

<u>Name</u>	<u>Assignment</u>	<u>Dates</u>	<u>Hourly Rate</u>
Adjunct Faculty Update	See attached list		
To be determined	Bookstore Assistants (10)	01/05/09 – 6/30/09	\$ 8.00
Cassandra Barber	Registration Aide	11/19/08 – 6/30/09	\$ 10.00
Katherine Barnes	Registration Aide	11/19/08 – 6/30/09	\$ 10.00
Esmeralda Glass	Registration Aide	11/17/08 – 6/30/09	\$ 10.00
Laura Goldstein	Registration Aide	11/19/08 – 6/30/09	\$ 10.00
Christina Meister-Woodall	Registration Aide	11/19/08 – 6/30/09	\$ 10.00

Richard Christensen, Ed.D.
Director of Human Resources


LISA J. WAITS, Ed.D.
Interim Superintendent/President

November 20, 2008
Date Submitted

November 20, 2008
Date Approved

SOLANO COMMUNITY COLLEGE CONSENT CALENDAR
Governing Board Meeting
December 3, 2008
Page 2

Independent Contractors

<u>Name</u>	<u>Assignment</u>	<u>Dates</u>	<u>Amount</u>
Small Business Development Center <u>Charles Eason, Responsible Manager</u>			
Charles Monahan	Consulting & technical assistance, City of Fairfield Contract	12/4/08 – 12/31/08	\$ 960.00
Greg Weinerth	Counseling & technical assistance, SBDC Program Income	12/4/08 – 12/31/08	\$ 640.00

Professional Experts

<u>Name</u>	<u>Assignment</u>	<u>Dates</u>	<u>Amount</u>
Sheila Johnson	Co-present, PRIDE Pre Service for Foster & Adoptive Parents	1/8/09 – 1/22/09	\$ 540.00
Jodi Maspaitella	Co-present, PRIDE Pre Service for Foster & Adoptive Parents	1/8/09 – 1/2/09	\$ 540.00
Lisa Quinterro	Figure Model, Art 4/5	11/5/08	\$ 80.00
Larry Smith	Co-present, Kinship Support & Information and PRIDE Pre Service for Foster & Adoptive Parents	1/8/09 – 1/29/09	\$ 1,260.00
MaryAnn Turley	Co-present/support, Kinship Support & Information and PRIDE Pre Service for Foster & Adoptive Parents	1/7/09 – 1/29/09	\$ 1,080.00
Tamika Wright	Co-present, Bullying; Surviving the Holidays; and Kinship: Surviving the Holidays	12/11/08 – 12/17/08	\$ 540.00

GRATUITOUS SERVICE

<u>Name</u>	<u>Assignment</u>	<u>Department/Division</u>
Cathryn Coniconde	Assist with women's basketball team management	PE/Athletics
Hannah Rayburn	Take photos of athletics games	PE/Athletics

ADJUNCT/OVERLOAD FACULTY - Updated 2008 Fall Semester
--

<u>INSTRUCTOR</u>	<u>SUBJECT</u>	<u>INSTRUCTOR</u>	<u>SUBJECT</u>
Abbott L	PE	Burnsed F *	PE
Accooe R	CJ	Bussewitz B	ECE
Adams D	NURS	Butters R	ECON
Alcantara R	PE	Byrd S	FIRE
Alexander C	RE	Cain G *	HED
Allen D *	MATH	Cain P	BUS
Alvarado T	SOCS	Calica C	ECE
Amii M	CHEM	Callison K	CIS
Anderson D	CIS	Canepa K	NURS
Anderson J *	COUN	Cardinal J *	PE
Anderson K *	CIS	Carmichael E	ENGL
Andrews N	ESL	Carney S	DRFT
Aptekar R	BIO	Carollo D	MUSC
Atwal G	BUS	Cary A	CIS LAB
Avelar N	SOCS	Cavanagh L	MUSC
Averett J	NURS	Ceja P	OT
Axsen W	BIO	Cerati V	ITAL
Ayres S	PE	Chesler G	WATR
Baca J	MATH	Choi G	MUSC
Badtke D	ENGL	Clanton E	ACCT
Bahr L	WATR	Clarke N	PE
Balsley S	BIO	Clement S *	EMT
Bandy B	THEA	Cobene H *	ENGL
Barsotti G	PE	Coburn F	MT
Basaran V	CHEM	Codina S *	HIST
Bates A	BIO	Collins N	DRFT
Baughn K	PE	Colombano S	SPAN
Bayley K	THEA	Contini V	MATH
Beaulieu J	MATH	Cook K *	DRFT
Becker K	PE	Corioso M	CJ
Belisle M	PE	Coury C	ENGL
Berger J	ESL	Cowee M *	ECE
Berrett M *	ECTN	Crandall-Bear D *	HIST
Beverly L *	NURS	Craven E	PHOT
Beverly R	PE	Crawford S *	MATH
Biglan M	COSM	Crayton K	SPCH
Bischof O	MATH	Cross L	ANTH
Bishop C	NUTR	Crowder M	ENGL
Bloom A	MATH	Dambrosio A *	ENGL
Boerner H	ENGL	Daniel C	NURS
Boudreau G	RE	Danke G	ACCT
Bourdon I *	NUTR	Daprato R *	PSYC
Brewer	MATH LAB	Daugavietis G *	GEOG
Brown C *	HED	Davini W	BUS
Brunner T	ART	Davis T	ENGL
Bump D *	MUSC	Dawson S	CJ
Bunch R	PHIL	de La OSalas M	SPAN
Bundenthal T *	PLSC	Dean M	BUS
Burgess D *	NURS	Defoe D	ENGL

Degette R	COUN	Gaviglio G	SOC
Dekloe J *	BIO	Gelfand V	CHEM
Delorenzo J	THEA	Gerald J	BIO
Demartini D	ENGL	Geyer A	CINA
Depaz E	HIST	Glankler R	FIRE
Dermody T	OT	Glines N *	SPCH
Diek E	FIRE	Goesdasilva F	BIO
Diehl S	HORT	Goldstein R	ENGL
Donovan S *	MATH	Goodwin M *	CJ
Dominguez S	WATR	Gordon D	NURS
Donahue C	ENGL	Gordon M	HIST
Dooly D	PE	Gravely S	ANTH
Dorcy M	NURS	Grieb A	WATR
Dorger S	PHOT	Grube T	MATH
Duane E *	LR	Gumlia M	COUN
Dudman M	BUS	Guptill C	THEA
Duleck M	AERO	Guyer R	ART
Dusenberry V	IT	Hairston A *	ENGL
Duval Q *	ENGL	Hannan Z *	MATH
East E *	SPCH	Harding D	ESL
Eismann S	THEA	Harris M *	NURS
Ellasces J	CJ	Harrow R	MATH
Ericson J	CHEM	Hassler C	RE
Ernst S	ECE	Hawkes D	MATH LAB
Estes C	ENGL	Hawkes W	CHEM
Esteve C *	MATH	Hawkins C	BIO
Eusebio E	PORT	Hayakawa A	SPCH
Evans D	MT	Hayes E	THEA
Faden E	ENGL	Hayes J	PHOT
Farahnak F	BIO	Hefner-Gravink A	BIO
Farmer, E	ENGL	Hernandez-Neil P	COUN
Federle N	ART	Hervey N	PE
Federle S	ENGL	Hess J	COUN
Fernandez G	SPAN	Higashi J *	CHEM
Ferrari V	OT	Ho D	PHYS
Field J	SPAN	Hoekje S	CHEM
Florence F *	ART	Hoggan D *	CIS
Flynn S	PE	Holland S	MUSC
Foley M	HIST	Horning R	ART
Fracisco M *	CIS	Hornlien H	THEA
Frizzell G	PE	Howell J	CIS
Fuchs E *	MATH	Hubbard L *	ACCT
Fuller L	WATR	Hubbell W	ACCT
Fuller P	MATH	Immel S	MATH
Fuller R *	LR	Intintoli H	MUSC
Galen R	MUSC	Isaacson V	OT
Gallagher H	THEA	Itaya P *	BIO
Galvan A	SPAN	Ivory T	THEA
Gantt G	FIRE	Iwamoto K	ENGL
Garnier M	BUS	Ix D	SPAN

Jackson T	MATH	Lynch S	BIO
Jacobo I	SPAN	Maclachlan L	BIO
Jagoda M	MATH	Macmullen J	PHYS
Jeddeloh M	CHEM	Maghoney L *	ECON
Jenschke P	DRFT	Mahmood K	MATH
Jimenze R	THEA	Mallery P	BIO
Jian A	MATH	Marks K *	PE
Johnson M *	GEOL	Marlow-Munoz L *	FLNG
Johnson T *	SOC	Martin G *	MATH
Johnston R	PHYS	Martinelli W *	MATH
Jones M	MATH	Mazak S	CINA
Jones V	MATH	McBride C *	ENGL
Juliano K	MUSC	McBride D	THEA
Karlen R	FIRE	McCord K *	SOCS
Kearney G	ENGL	McDermott L	HIST
Kearns K	ART	McIlvery J	HS
Keener R	WATR	McIver I	TV
Kenehan S	MATH	McLean R *	LS
Keyser G	ENGL	McNamara J	NURS
Kiedrowski T	THEA	McNeil-Jackson C	COUN
Kiernan D	GEOG	McReynolds G	SPCH
Kilgore K	BUS	McSweeney M *	HUDV
Kirkbride C *	MATH	Meade S	SPAN
Knight L	ENGL	Means J	ECE
Kolbe K	CJ	Melter C	NURS
Konecny N *	LS	Messina S	ENGL
Krider D	PSYC	Michals N	ENGL
Kulasingam G	CHEM	Mikolajcik W *	MUSC
Lamb J *	SPAN	Miller L	FIRE
Lamons M	ENGL	Miller M	CJ
Lancet M *	ART	Miller S	PE
Lane R	BUS	Miner J	PE
Laxa Z	CIS	Mitchell T *	AERO
Lee L	CJ	Molnar M *	BIO
Lee W	CIS	Moncibais G	FIRE
Leininger T	GEOG	Moore R *	BIO
Leslie J	PE	Morris J	LATN
Less O	INTD	Moucharafieh N	CHEM
Levy C	ART	Mouton J *	COUN
Livingston R	SOCS	Mazzocco M *	JOUR
Long J	ENGL	McLaughlin V	THEA
Lopez-Morillas J	THEA	Messenger P	MATH LAB
Lorenz J *	ART	Morinec, Maire *	NURS
Lorenzetti V	ENGL	Muick P	BIO
Lowe J	COSM	Muller B	OT
Lowe K	ENGL	Mumaugh J	MATH
Lucido F	DRFT	Nagle J *	PE
Lui E	MATH	Nassab R	COSM
Lum R	PE	Nazarenko S	HUDV
Lutz M *	PHYS	Neely J	MATH

Nelson J	CJ	Roberts L	TUTR
Nelson R	COUN	Robertson R *	MATH
Newhook D	ENGL	Robinson D	SOC
Newland C	BIF	Rock J	NURS
Nicholson J	THEA	Rodriguez H	MATH
Nogue J	BIO	Roe C *	LS
Nordin S *	CJ	Rogli K	PHIL
Norris B	THEA	Rosengren K	ENGL
Nosce L	BIO	Rotenberg S *	LR
Nunley K	PE	Rutaganira T	MATH
Oare J	CJ	Ryan K	ENGL
Ogden C * (Temp)	MGMT	Sablan L	COSM
Ornellas M *	TV	Salmon R	ART
Oyao D	PE	Sanders T	OT
Pabst S	ENGL	Sanderson R	WELD
Pandone M *	ART	Santiago M *	CHEM
Parini G	BUS	Saulsberry S	COUN
Parrish S *	PE	Schaffer J	GEOL
Paschal R *	BIO	Schmall C	MATH
Passalacqua K	INTD	Schouten J *	ENGL
Patterson D	MGMT	Schroeder-Evans K	SPAN
Pavloff N	PHOT	Schneider T	ENGL
Pearson-Bloom T *	PE	Schwarz B	CIS
Peck P	ART	Scott J	ENGL
Pendleton R	ENGL	Scott R	MATH
Peoples H	CHEM	Segal T	THEA
Petero A	SPCH	Sengmany K	MATH LAB
Petersen P *	PHYS	Sevier B	DRFT
Pfitzner M	PHOT	Shaffer N	MATH
Phelan S	ENGL	Shakikhan K	ART
Pike R *	FIRE	Shalaby E	WATR
Pinto V	MATH	Shatzer J	BUS
Plant D *	BUS	Sheehan P	MATH
Podkolzina S *	MATH	Shipp, K	PE
Poff G *	SPCH	Shlah Z	ENGL
Polishchuk B	MATH	Shulakoff A	ENGL
Powell J	PLSC	Sieminski S	MATH
Prescott V	ECON	Simas E	SPCH
Pryor E *	PE	Sloan J	HUDV
Pyle D	PLSC	Smith J	ENGL
Rago R	PE	Smith J	MATH
Ramos J	PE	Smith J	NURS
Re E *	BIO	Smith J	OT
Reeve M *	ESL	Smith J	WATR
Reitzenstein A	THEA	Smith R	ASTR
Renucci G	FIRE	Snow C	MATH
Reynolds-Smith E	MUSC	Soria Martin D	MATH
Rhoads G *	MATH	Souza M	ENGL
Riddell B	BIO	Spake R	MATH
Ritchey H	NURS	Spillner C *	CHEM

Spindt C	THEA	Willer A	CIS
St. Pierre M	NURS	Williams D *	ATHL
Sta Maria K	COUN	Williams K	HORT
Staffero L	BIO	Winchester Y	JAPN
Stahlkopf C	ENGL	Winfield T	FIRE
Stanley R	ENGL	Winters D	ECTN
Starbuck B	NURS	Wooden T	PE
Stein J	ENGL	Word J	BIO
Stelter S	BUS	Wright R	ENGL
Stevens V	NURS	Wylie E *	CIS
Stewart A	MATH	Wyly M *	ENG
Stockdale S	THEA	Yeraka M	WATR
Stover S *	HED	Yest R	MATH
Strickland J	CIS	Young A	PE
Struntz W	COUN	Young V	PE
Sturm E	GRMN	Yumae T *	MUSC
Subramanian M	CHEM	Zak R *	PHOT
Sullivan V	ENGL	Zidek A	PHOT
Sullivan Z	PE	Zimmerman J	EMT
Summers P *	BIO		
Swindle R	ENGL		
Tanaka J	PE		
Taylor B	COUN		
Taylor M *	CIS		
Taylor S	MUSC		
Thelen L	CJ		
Thomas G *	BIO		
Thompson S	MUSC		
Thurin J	FIRE		
Tolla J	ART		
Tovar J	ENGL		
Tow L	ACR		
Tsang T	CHEM		
Twitchell K	CJ		
Valentino R	THEA		
Valenzuela J	CJ		
Valmore A	PE		
Via T	IT		
Vinet E	TV		
Vogelpohl J	ENGL		
Wai N	MATH		
Wallace J	COUN		
Wanek K *	NURS		
Watkins T *	BUS		
Watts V	ECE		
Wedaman K	BIO		
White D *	HIST		
White K	PE		
Whitesell J *	SPCH		
Widemann D *	GEOG		

* Indicates Full-Time Faculty

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: WARRANT LISTINGS

REQUESTED ACTION: APPROVAL

SUMMARY:

It is recommended that the following warrants be approved:

11/10/08	Vendor Payment	11006478-11006551	\$354,085.57
11/12/08	Vendor Payment	11006552-11006561	\$ 2,908.50
11/12/08	Vendor Payment	11006562-11006573	\$220,096.74
11/13/08	Vendor Payment	11006574-11006713	\$912,692.73
11/19/08	Vendor Payment	11006714-11006782	\$ 10,098.50

Copies of the Warrant Listings are available at the Board Meeting and at the following locations:
Office of the Superintendent/President
Office of the Vice President of Administrative & Business Services
Library

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Susan Rinne
Interim Director, Fiscal Services

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534-3197

ADDRESS

707-864-7167

TELEPHONE NUMBER

Administrative & Business Services

ORGANIZATION

November 20, 2008

**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



LISA J. WAITS, Ed.D.
Interim Superintendent/President

November 20, 2008

**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

AGENDA ITEM 7. (d)
MEETING DATE December 3, 2008

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM**

TO: Members of the Governing Board
**SUBJECT: CONSTRUCTION CHANGE ORDER NO. 9 APPROVAL
FOR ALTEN CONSTRUCTION, INC. – BID NO. 08-003**

REQUESTED ACTION: CONTRACT CHANGE ORDER APPROVAL

SUMMARY:

Board approval is requested for Change Order No. 9 to Alten Construction, Inc.'s base contract for the Building 1700A – Gymnasium. Revised contract amount is as follows:

Contract Award Amount	\$6,122,433.00	
Prior Change Orders	\$ 763,825.00	
Change Order No. 9	\$ 87,469.00	
Total Change Orders	\$ 851,294.00	13.9% of Contract Award Amount
Revised Contract Amount	\$6,973,727.00	
Total Project Budget	\$6,973,727.00	

Staff will be at the meeting to answer questions from the Governing Board.

SUPERINTENDENT'S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Stan Dobbs
Independent Contractor
PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534
ADDRESS

(707) 864-7176
TELEPHONE NUMBER

Maintenance & Operations
ORGANIZATION

November 20, 2008
**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**


LISA J. WAITS, Ed.D.
Interim Superintendent/President

November 20, 2008
**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

12/03/08 ALTEN CONSTRUCTION, INC. PCO's RECOMMENDED FOR APPROVAL - BUILDING 1700A

PCO	Description	Negotiated Amount	Reason	Summary	CO
72	Installation of hardware cloth at mansard roof gap to deter bats from entering the building.	\$ 5,391.00	Owner Request	The District determined that due to previous issues with bat guano at the building's mansard, additional measures were required to deter entry of bats into the building. At the direction of the District, the Contractor removed the roof flashing at the mansard roof tiles and installed a wire hardware cloth to deter bats from entering the mansard roof and nesting.	9
96	Add wood joists ceiling in lieu of suspended ceiling due to overhead obstructions at Restrooms 1735 and 1736.	\$ 2,363.00	Unforeseen Conditions	The architect determined that there was an overhead obstruction above Restrooms 1735 and 1736 that would not allow the new wall framing to connect to the underside of the existing roof framing. The Contractor was directed to frame the walls to 10 feet high and install a wood joist ceiling in lieu of a suspended gypsum board system.	9
140	Additional power requirements for rooftop HVAC units.	\$ 32,744.00	Owner Request	The District determined that additional power requirements were required due to the upsizing of HVAC units to be located on the roof. The Contractor was directed to provide the additional wiring requirements for each rooftop HVAC unit to ensure that the unit would function properly and economically.	9
142	District-requested projection screen sizing changes.	\$ 2,651.00	Owner Request	The District determined that the projection screen sizes specified were not compatible with the District's audio-visual equipment. The Contractor was directed to provide the District with the requested projection screen sizes to ensure compatibility.	9

PCO	Description	Negotiated Amount	Reason	Summary	CO
149	Installation of additional data lines in Rooms 1728 and 1729.	\$ 4,957.00	Owner Request	The District determined that Rooms 1728 and 1729 required additional data cabling not provided on the contract documents. The Contractor was directed to install all data cabling and ensure connectivity back to the IDF.	9
150	Installation of District-provided audio-visual equipment.	\$ 22,105.00	Owner Request	The District determined that the audio-visual equipment purchased required installation by the Contractor. The Contractor was directed to install all provided audio-visual equipment including ceiling mounted projectors, plasma televisions, wireless access devices, and audio speakers. Installation included all required data cabling and connectivity.	9
154	Installation of new vented base in Rooms 1739 and 1740.	\$ 3,188.00	Unforeseen Conditions	The architect determined that the existing wall base in Rooms 1739 and 1740 was deteriorating and required removal and replacement. The Contractor was directed to remove all of the existing wall base in Rooms 1739 and 1740, and install a new vented cove base to match the base installed on the new floor in Room 1701.	9
157	Additional logo lettering and graphics for the Gymnasium floor.	\$ 5,623.00	Owner Request	The District determined that additional lettering and graphics were required for the flooring in the Gymnasium. The Contractor was directed to install the additional center court flooring graphics and lettering on the new Gymnasium wood flooring.	9
162	Additional striping for practice volleyball lines.	\$ 321.00	Owner Request	The District determined that the additional 10 foot volleyball line striping for the three practice volleyball courts was required on the new wood flooring in the Gymnasium, and the Contractor was directed to install the additional requested volleyball striping.	9

PCO	Description	Negotiated Amount	Reason	Summary	CO
166	Provide additional data cabling for emergency phones to be located in Rooms 1702, 1721, and 1749.	\$ 2,239.00	Owner Request	The District determined that additional data cabling was required for emergency phones in Room 1702, 1721, and 1749. The Contractor was directed to install the requested data cabling in those rooms and ensure data connections for the District's future emergency phone installation.	9
167	Installation of fiber jumper cable from the Intermediate Data Frame (IDF) to the Fire Alarm Control Panel.	\$ 1,306.00	Owner Request	The District determined that a connection from the IDF to the Fire Alarm Control Panel was required. The Contractor was directed to install data cabling to ensure the IDF was connected to the Fire Alarm Control Panel.	9
169	Provide circuiting for fire smoke dampers added in Room 1751.	\$ 530.00	Unforeseen Conditions	The Fire Alarm Contractor determined that an additional fire smoke damper was required for installation in Room 1751. The Contractor was directed to install all conduit and wire from the main electrical panel to the fire smoke damper to ensure the damper is properly circuited for connection to the fire alarm.	9
170	Installation of ceramic tile on the concrete wall above entry doors on the south wall of Rooms 1735 and 1736.	\$ 2,444.00	Unforeseen Conditions	The Architect determined that the existing south concrete wall in Rooms 1735 and 1736 did not have a ceramic tile wall finish above the doors. The Contractor was directed to extend the ceramic wall tile above the door in those rooms to ensure a consistent wall finish and cover existing concrete wall blemishes.	9
173	Installation of casters for the ticket booth casework located in Room 1702.	\$ 1,607.00	Owner Request	The District determined that the new ticket booth located in Room 1702 would require casters to ensure mobility of the booth. The Contractor was directed to install heavy duty casters at the base of the new booth that will allow the new casework location to be adjustable and ensure that the weight of the ticket booth is supported properly.	9
TOTAL \$ 87,469.00					



Change Order

Solano Community College District
 4000 Suisun Valley Road
 Fairfield, CA 94534

Project # Building 1700 Renovations
 Tel: 707-864-7189 Fax: 707-207-0423

Date: 12/3/2008

To Contractor:
 Alten Construction, Inc.
 720 12th Street
 Richmond, CA 94801

Architect's Project No.: 05080.01
 Contract Date: 11/15/2007
 Contract Number: 08-003
 Change Order Number: 09

This contract is hereby revised by the following items:

PCO	Description	Amount
72	Installation of hardware cloth at mansard roof gap to deter building entry of bats.	\$ 5,391.00
96	Add wood joists ceiling in lieu of suspended ceiling due to overhead obstructions at Restrooms 1735 and 1736.	\$ 2,363.00
140	Additional power requirements for roof top HVAC units.	\$ 32,744.00
142	District requested projection screen sizing changes.	\$ 2,651.00
149	Installation of additional data lines in Rooms 1728 and 1729.	\$ 4,957.00
150	Installation of district provided audio-visual equipment.	\$ 22,105.00
154	Installation of new vented base in Rooms 1739 and 1740.	\$ 3,188.00
157	Additional logo lettering and graphics for the Gymnasium floor.	\$ 5,623.00
162	Additional striping for practice volleyball lines.	\$ 321.00
166	Provide additional data outlets for emergency phones to be located in Rooms 1702, 1721, and 1749.	\$ 2,239.00
167	Installation of fiber jumper cable from the Intermediate Data Frame (IDF) to the Fire Alarm Control Panel.	\$ 1,306.00
169	Provide circuiting for fire smoke dampers added in Room 1751.	\$ 530.00
170	Installation of ceramic tile on the concrete wall above entry doors on the south wall of Rooms 1735 and 1736.	\$ 2,444.00
173	Installation of casters for the ticket booth casework located in Room 1702.	\$ 1,607.00

The original Contract Value was.....	\$	6,122,433.00
Sum of changes by prior Change Orders	\$	763,825.00
The Contract Value prior to this Change Order was	\$	6,886,258.00
The Contract Value will be changed by this Change Order in the amount of	\$	87,469.00
The new Contract Value including this Change Order will be	\$	6,973,727.00
The Contract duration will be changed by		0 Days
The Substantial Completion date as of this Change Order is		2-Feb-09

Alten Construction, Inc.
 Contractor
 720 12th Street
 Richmond, CA 94801
 Address
 By Shannon Alten
 Signature _____
 Date _____

TLCD Architecture
 Architect
 111 Santa Rosa Avenue, Suite 300
 Santa Rosa, CA 95404
 Address
 By Craig Gaever
 Signature _____
 Date _____

Solano Community College District
 Owner
 4000 Suisun Valley Road
 Fairfield, CA 94534
 Address
 By Stan Dobbs
 Signature _____
 Date _____

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM**

TO: Members of the Governing Board
**SUBJECT: CONSTRUCTION CHANGE ORDER NO. 4B APPROVAL
FOR ALTEN CONSTRUCTION, INC. – BID NO. 08-003**
REQUESTED ACTION: CONTRACT CHANGE ORDER APPROVAL

SUMMARY:

Board approval is requested for Change Order No. 4B to Alten Construction, Inc.'s base contract for the Building 1700B – PE facility. Revised contract amount is as follows:

Contract Award Amount	\$4,048,767.00	
Prior Change Orders	\$ 274,620.00	
Change Order No. 4B	\$ 80,067.00	
Total Change Orders	\$ 354,687.00	8.8% of Contract Award Amount
Revised Contract Amount	\$4,403,454.00	
Total Project Budget	\$4,403,454.00	
Forecast Project Budget Remaining	\$ 0.00	

Staff will be at the meeting to answer questions from the Governing Board.

SUPERINTENDENT'S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

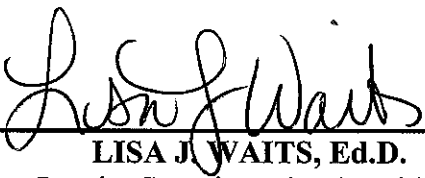
Stan Dobbs
Independent Contractor
PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534
ADDRESS

(707) 864-7176
TELEPHONE NUMBER

Maintenance & Operations
ORGANIZATION

November 20, 2008
**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**


LISA J. WAITS, Ed.D.
Interim Superintendent/President

November 20, 2008
**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

12/03/08 ALTEN CONSTRUCTION, INC PCO's RECOMMENDED FOR APPROVAL - BUILDING 1700B						
PCO	Description	Negotiated Amount	Reason	Summary	CO	
82	Reconstruction of Parking Lot D in lieu of asphalt overlay, including sub-grade remediation due to expansive soil.	\$ 89,249.00	Unforeseen Conditions	The architect determined that the existing asphalt at Parking Lot D did not provide the proper elevations for drainage to the new valley gutter. The Contractor was directed to remove the existing asphalt, add aggregate base-rock to achieve the proper sub-grade elevations, and increase the asphalt thickness to match the contract requirements for new paving. During excavation and re-compaction it was also determined by the geotechnical engineer that the sub-grade was inadequate and required additional excavation, placement of structural geogrid, and additional aggregate base for stabilization.	4B	
94	Credit for deletion of asphalt overlay at Parking Lot D.	\$ (10,675.00)	Unforeseen Conditions	The architect determined that the existing asphalt in Parking Lot D would not be overlaid per the contract requirements. The Contractor was directed to credit the cost of the asphalt overlay and proceed with the removal and replacement of the asphalt area to ensure new grades were compatible with the installation of the new valley gutter.	4B	
115	Installation of required electrical power to new irrigation controller.	\$ 1,493.00	Unforeseen Conditions	The architect determined that the irrigation controller required electrical power connections. The Contractor was required to provide conduit and wire to the exterior irrigation controller located at the southwest corner of Building 1700.	4B	
		TOTAL \$ 80,067.00				



Change Order

Solano Community College District
 4000 Suisun Valley Road
 Fairfield, CA 94534

Project # Building 1700B - Adaptive PE Bldg
 Tel: 707-864-7189 Fax: 707-207-0423

Date: 12/3/2008
To Contractor:
 Alten Construction, Inc.
 720 12th Street
 Richmond, CA 94801

Architect's Project No.: 6046.00
 Contract Date: 11/15/2007
 Contract Number: 08-003
 Change Order Number: **04B**

This contract is hereby revised by the following items:

PCO	Description	Amount
82	Reconstruction of Parking Lot D and subgrade stabilization in lieu of asphalt overlay.	\$ 89,249.00
94	Credit for deletion of asphalt overlay at Parking Lot D.	\$ (10,675.00)
115	Installation of required electrical power to new irrigation controller.	\$ 1,493.00

The original Contract Value was	\$	4,048,767.00
Sum of changes by prior Change Orders	\$	274,620.00
The Contract Value prior to this Change Order was	\$	4,323,387.00
The Contract Value will be changed by this Change Order in the amount of	\$	80,067.00
The new Contract Value Including this Change Order will be	\$	4,403,454.00
The Contract duration will be changed by		0 Days
The Substantial Completion date as of this Change Order is		2-Feb-09

Alten Construction, Inc.
 Contractor
 720 12th Street
 Richmond, CA 94801
 Address
 By Shannon Alten
 Signature _____
 Date _____

TLCD Architecture
 Architect
 111 Santa Rosa Avenue, Suite 300
 Santa Rosa, CA 95404
 Address
 By Craig Gaevert
 Signature _____
 Date _____

Solano Community College District
 Owner
 4000 Suisun Valley Road
 Fairfield, CA 94534
 Address
 By Stan Dobbs
 Signature _____
 Date _____

AGENDA ITEM 7.(f)
MEETING DATE December 3, 2008

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM**

TO: Members of the Governing Board
SUBJECT: CONSTRUCTION CHANGE ORDER NO. 9 APPROVAL
FOR J.W. AND SONS, INC. – BID NO. 08-001
REQUESTED ACTION: CONTRACT CHANGE ORDER APPROVAL

SUMMARY:

Board approval is requested for Change Order No. 9 to J.W. and Sons, Inc.'s base contract for Building 1400. Revised contract amount is as follows:

Contract Award Amount	\$3,265,000.00	
Prior Change Orders	\$ 528,875.00	
Change Order No. 9	\$ 48,767.00	
Total Change Orders	\$ 577,642.00	17.7% of Contract Award Amount
Revised Contract Amount	\$3,842,642.00	
Total Project Budget	\$3,842,642.00	

Staff will be at the meeting to answer questions from the Governing Board.

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Stan Dobbs
Independent Contractor

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7176

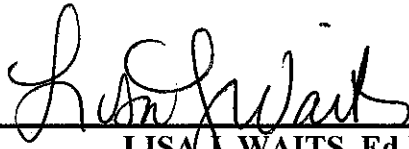
TELEPHONE NUMBER

Maintenance & Operations

ORGANIZATION

November 20, 2008

**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



LISA J. WAITS, Ed.D.
Interim Superintendent/President

November 20, 2008

**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

12/3/2008 J.W. AND SONS, INC. PCO's RECOMMENDED FOR APPROVAL

PCO	Description	Negotiated Amount	Reason	Summary	CO
28	Provide wood framing studs and wood blocking for soffit at west wall of Room 1405A.	\$ 4,983.00	Unforeseen Condition	The architect determined that additional wood framing will be installed at the soffit located at the west wall of Room 1405A. The additional wood framing is to ensure that the wood member spacing was within the allowable spans for drywall installation and fire rating requirements. The Contractor was directed to install additional horizontal wood framing members and install the drywall to the below ceiling height, to ensure the soffit maintained the code-required one-hour fire rating.	9
38	Provide data connections, electrical connections, and wood blocking for structural support of District-provided TV on west wall of Room 1405A.	\$ 4,405.00	Owner Request	The District purchased a new flat panel television to be mounted at the west soffit wall of Room 1405A. The Contractor was directed to provide additional wood structural framing to support the weight of the television, as well as provide electrical connections for the television to the main electrical panel, and provide two data connections for the television to the Intermediate Distribution Frame (IDF) in Room 1453.	9
56	Provide exterior lighting for the Faculty Dining Extension courtyard.	\$ 10,474.00	Owner Request	The District determined that exterior lighting was required for the Faculty Dining Extension courtyard. The Contractor will be directed to provide five exterior electrical fixtures, and install the required power supply for each fixture routed back to the building's main lighting control panel. The fixtures will be spaced 16 feet apart to provide proper lighting of the entire courtyard area.	9
57	Re-routing of ductwork serving Room 1405A due to obstructions with the roof hatch and access ladder. Repair of existing aluminum ductwork servicing rooftop exhaust fan.	\$ 6,229.00	Unforeseen Condition	It was determined by the architect that duct work located above the south wall of Room 1405A required re-routing due to unforeseen obstructions located above the ceiling. The Contractor was directed to off-set contractual duct work to avoid existing ceiling framing, roof hatch and access ladder, as well as route and repair the existing aluminum exhaust ductwork that services the roof top exhaust fan and the dishwashing room. Scope changes also included structural support of the re-routed ductwork.	9

PCO	Description	Negotiated Amount	Reason	Summary	CO
64	Provide recess concrete patio at the Faculty Dining Extension Courtyard to allow for installation of District-provided donor bricks.	\$ 4,518.00	Owners Request	The District determined that the Faculty Dining Extension Courtyard would be used to provide donor bricks for faculty members. The Contractor was directed to recess the concrete patio and provide additional concrete bands between donor brick areas to allow for future installation of donor bricks.	9
89	Provide fire smoke damper for duct work located in Room 1453.	\$ 5,865.00	Agency Regulatory Requirement	The architect determined that the duct work above Room 1453 required a fire smoke damper to ensure compliance with fire code requirements. The Contractor was directed to provide material and installation of a new fire smoke damper, which includes wood framing for structural support of the damper extension in the wall, and electrical power connections for accompaniment to the fire alarm.	9
95	Add sheet metal pan above IDF in Room 1453 to protect new IT equipment from overhead piping.	\$ 1,503.00	Owner Request	The District determined that a metal pan should be installed above the IDF in Room 1453 as a protection if the overhead fire sprinkler piping has any future leakage issues. The Contractor was directed to fabricate the sheet metal pan and install the pan above the IDF equipment. A small pipe was installed from the bottom of the pan to the floor that would route any water that leaks into the sheet metal pan to the floor and to avoid water spillage above the IDF equipment.	9
98	Provide electrical outlets for cash registers in the temporary bookstore location.	\$ 3,492.00	Owner Request	The District determined that additional power requirements were required to allow electrical connections for the temporary bookstore cash registers. The Contractor was directed to install additional electrical outlets and route the power connections back to the main electrical panel. Also included was additional wiring and electrical connections to ensure existing shelving light fixtures were operational.	9

PCO	Description	Negotiated Amount	Reason	Summary	CO
107	Cut and cap existing fire sprinkler line located above the IDF in Room 1453.	\$ 719.00	Owner Request	The District determined the fire sprinkler located above the IDF equipment in Room 1453 was a potential hazard to the new IDF equipment. The Contractor was directed to remove the fire sprinkler head located above the IDF equipment, and cap the new fire sprinkler line to ensure water will not damage the IDF equipment if the fire sprinkler line is ever activated.	9
112	Remove and replace exterior concrete to create ADA accessible thresholds at Door #14 located on north wall of Room 1405A.	\$ 6,579.00	Owner Request	The District determined that the exterior concrete entry way to the temporary bookstore (Door #14) did not have the correct ADA slope and was not ADA compliant. The Contractor was directed to remove concrete that was roughly 28 feet away from the door threshold to ensure the grades would be made ADA compliant.	9
TOTAL \$ 48,767.00					



Change Order

Solano Community College District
 4000 Suisun Valley Road
 Fairfield, CA 94534

Project # Building 1400 Renovations
 Tel: 707-864-7189 Fax: 707-207-0423

Date: 12/3/2008
To Contractor:
 J.W. and Sons, Inc.
 3855 Cypress Drive, Suite A
 Petaluma, CA 94954

Architect's Project No.: 05038.00
 Contract Date: 11/5/2007
 Contract Number: 08-001
 Change Order Number: 9

This contract is hereby revised by the following items:

PCO	Description	Amount
28	Provide wood framing studs and wood blocking for soffit at west wall of Room 1405A.	\$ 4,983.00
38	Provide data connections, electrical connections, and wood blocking for structural support of District-provided TV on west wall of Room 1405A.	\$ 4,405.00
56	Provide exterior lighting for the Faculty Dining Extension courtyard.	\$ 10,474.00
57	Re-routing of ductwork serving Room 1405A due to obstructions with the roof hatch and access ladder. Repair of existing aluminum ductwork servicing rooftop exhaust fan.	\$ 6,229.00
64	Provide recess concrete patio at the Faculty Dining Extension Courtyard to allow for installation of District provided donor bricks.	\$ 4,518.00
89	Provide fire smoke damper for duct work located in Room 1453.	\$ 5,865.00
95	Add sheet metal pan above Intermediate Distribution Frame (IDF) in Room 1453 to protect new IT equipment from overhead piping.	\$ 1,503.00
98	Provide electrical outlets for cash registers in the temporary bookstore location.	\$ 3,492.00
107	Cut and cap existing fire sprinkler line located above the IDF in Room 1453.	\$ 719.00
112	Remove and replacement of concrete to create ADA accessible thresholds at door #14 located on north wall of Room 1405A.	\$ 6,579.00

The original Contract Value was.....	\$	3,265,000.00
Sum of changes by prior Change Orders	\$	528,875.00
The Contract Value prior to this Change Order was	\$	3,793,875.00
The Contract Value will be changed by this Change Order in the amount of	\$	48,767.00
The new Contract Value Including this Change Order will be	\$	3,842,642.00
The Contract duration will be changed by		0 Days
The Substantial Completion date as of this Change Order is		19-Jan-09

J.W. and Sons, Inc.
 Contractor
 3855 Cypress Drive, Suite A
 Petaluma, CA 94954
 Address
 By James Arntz
 Signature _____
 Date _____

TLCD Architecture
 Architect
 111 Santa Rosa Avenue, Suite 300
 Santa Rosa, CA 95404
 Address
 By Craig Gaevvert
 Signature _____
 Date _____

Solano Community College District
 Owner
 4000 Suisun Valley Road
 Fairfield, CA 94534
 Address
 By Stan Dobbs
 Signature _____
 Date _____

AGENDA ITEM 7.(g)
MEETING DATE December 3, 2008

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM**

TO: Members of the Governing Board
**SUBJECT: CONSTRUCTION CHANGE ORDER NO. 7 APPROVAL
FOR J.W. AND SONS, INC. – BID NO. 08-002**
REQUESTED ACTION: CONTRACT CHANGE ORDER APPROVAL

SUMMARY:

Board approval is requested for Change Order No. 7 to J.W. and Sons, Inc.'s base contract for Building 1800-A. Revised contract amount is as follows:

Contract Award Amount	\$1,822,400.00	
Prior Change Orders	\$ 172,971.00	
Change Order No. 7	\$ 8,885.00	
Total Change Orders	\$ 181,856.00	9.9% of Contract Award Amount
Revised Contract Amount	\$2,004,256.00	

Staff will be at the meeting to answer questions from the Governing Board.

SUPERINTENDENT'S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

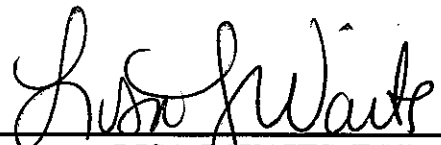
Stan Dobbs
Independent Contractor
PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534
ADDRESS

(707) 864-7176
TELEPHONE NUMBER

Maintenance & Operations
ORGANIZATION

November 20, 2008
**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



LISA J. WAITS, Ed.D.
Interim Superintendent/President

November 20, 2008
**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

12/03/08 J.W. & SONS, INC. PCO's RECOMMENDED FOR APPROVAL - BUILDING 1800A

PCO	Description	Negotiated Amount	Reason	Summary	CO
28	Furnish and install additional conduit across inaccessible ceiling spaces for installation of telecommunications data cable.	\$ 5,390.00	Unforeseen Conditions	Data cabling is installed in the ceiling spaces throughout the building. During installation the Contractor it was determined that there were various areas throughout the building where additional conduit was required to pull the cable through inaccessible ceiling spaces. This cost includes installation of conduit and fittings at various locations where the data cabling crosses the ceiling in the main corridor and the photo areas.	7
38	Furnish and install revised casework in Room 1821.	\$ 2,025.00	Owner Request	After installation of the casework, the District determined that the casework for the photo frame storage in Room 1821 was not large enough for the photo frames that they would be using. The Contractor was directed to furnish and install revised casework to meet staff needs.	7
56	Furnish and install additional access doors for mechanical equipment access.	\$ 1,352.00	Owner Request	The suspended ceiling was converted to a sheet rock ceiling at various locations as part of the construction contract. Several locations needed additional access for maintenance of mechanical equipment. The Contractor was directed to furnish and install the additional access doors.	7
57	Credit for installation of casework divider panels in darkroom.	\$ (1,150.00)	Owner Request	The design of the casework divider panels in the darkroom did not meet the needs of the District. The Contractor was directed to provide a credit for the installation of the panels and turn over the panels to the District for future use.	7
58	Paint window trim at new and existing interior doors throughout the building.	\$ 1,268.00	Owner Request	The window trim at new and existing doors was not shown to be painted per the contract. The Contractor was directed to paint the window trim of all interior doors to complete the door finishes.	7
		TOTAL \$ 8,885.00			



Change Order

Solano Community College District
 4000 Suisun Valley Road
 Fairfield, CA 94534

Project # Building 1800A Renovations
 Tel: 707-864-7189 Fax: 707-207-0423

Date: 11/19/2008
To Contractor:
 J.W. and Sons, Inc.
 3855 Cypress Drive, Suite A
 Petaluma, CA 94954

Architect's Project No.: 06047.00
Contract Date: 12/10/2007
Contract Number: 08-002
Change Order Number: 07

This contract is hereby revised by the following items:

PCO	Description	Amount
28	Furnish and install additional conduit across inaccessible ceiling spaces for installation of telecommunications data cable.	\$ 5,390.00
38	Furnish and install revised casework in Room 1821.	\$ 2,025.00
56	Furnish and install additional access doors for mechanical equipment access.	\$ 1,352.00
57	Credit for installation of casework divider panels in darkroom.	\$ (1,150.00)
58	Paint window trim at new and existing interior doors throughout the building.	\$ 1,268.00

The original Contract Value was	\$	1,822,400.00
Sum of changes by prior Change Orders	\$	172,971.00
The Contract Value prior to this Change Order was	\$	1,995,371.00
The Contract Value will be changed by this Change Order in the amount of	\$	8,885.00
The new Contract Value including this Change Order will be	\$	2,004,256.00
The Contract duration will be changed by		0 Days
The Substantial Completion date as of this Change Order is		25-Jul-08

J.W. and Sons, Inc.
 Contractor
 3855 Cypress Drive, Suite A
 Petaluma, CA 94954
 Address
 By John Arntz
 Signature _____
 Date _____

TLCD Architecture
 Architect
 111 Santa Rosa Avenue, Suite 300
 Santa Rosa, CA 95404
 Address
 By Craig Gavert
 Signature _____
 Date _____

Solano Community College District
 Owner
 4000 Suisun Valley Road
 Fairfield, CA 94534
 Address
 By Stan Dobbs
 Signature _____
 Date _____

AGENDA ITEM 7.(h)
 MEETING DATE December 3, 2008

**SOLANO COMMUNITY COLLEGE DISTRICT
 GOVERNING BOARD AGENDA ITEM**

TO: Members of the Governing Board
**SUBJECT: CONSTRUCTION CHANGE ORDER NO. 1 APPROVAL
 FOR QUALITY SOUND – BID NO. 08-003**

REQUESTED ACTION: CONTRACT CHANGE ORDER APPROVAL

SUMMARY:

Board approval is requested for Change Order No. 1 to Quality Sound's base contract for the Building 1400 – Student Union. Revised contract amount is as follows:

Contract Award Amount	\$63,860.00	
Prior Change Orders	\$ 0.00	
Change Order No. 1	\$ 5,141.31	
Total Change Orders	\$ 5,141.31	9.2% of Contract Award Amount
Revised Contract Amount	\$69,001.31	
Total Project Budget	\$69,001.31	

Staff will be at the meeting to answer questions from the Governing Board.

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Stan Dobbs
 Independent Contractor

PRESENTER'S NAME

4000 Suisun Valley Road
 Fairfield, CA 94534

ADDRESS

(707) 864-7176

TELEPHONE NUMBER

Maintenance & Operations

ORGANIZATION

November 20, 2008

**DATE SUBMITTED TO
 SUPERINTENDENT/PRESIDENT**



LISA J. WAITS, Ed.D.

Interim Superintendent/President

November 20, 2008

**DATE APPROVED BY
 SUPERINTENDENT/PRESIDENT**

11/19/08 QUALITY SOUND PCO's RECOMMENDED FOR APPROVAL

PCO	Description	Negotiated Amount	Reason	Summary	CO
1	Add four heat detectors in the Student Dining Room 1405A required for proper beam construction spacing per National Fire Protection Agency (NFPA) code.	\$ 927.90	Regulatory Agency Requirement	The Inspector of Record (IOR) determined that four additional heat detectors were required for installation throughout Room 1405A to ensure proper beam construction spacing and fire alarm coverage. The Contractor was directed to install the required heat detectors and associated wiring and ensure proper connection to the fire alarm control panel.	1
2	Disable the existing 110V and Simplex fire alarm control panel.	\$ 862.50	Owner Request	The District decided that the existing 110V fire alarm was active and was required to be disabled to allow new fire alarm work to begin. The Contractor was directed to disable the existing fire alarm control panels to ensure there was no interference with the new fire alarm system.	1
3	Add three magnetic door hold opens for Doors 46, 47, and 48.	\$ 793.44	Regulatory Agency Requirement	The IOR determined that Doors 46, 47, and 48 located in Rooms 1405A and 1420, require magnetic door hold opens that are tied into the fire alarm system. The Contractor was directed to install the magnetic door hold opens and ensure they are linked into the new fire alarm system.	1
4	Add one pull station at the exterior door of Room 1401B	\$ 203.61	Regulatory Agency Requirement	The IOR determined that a manual fire alarm pull station was required in the Kitchenette, Room 1401B. The Contractor was directed to install the manual fire alarm pull station and all associated wiring for connection to the fire alarm control panel.	1
6	Add three smoke detectors in Room 1405A.	\$ 666.36	Regulatory Agency Requirement	The IOR determined that three additional smoke detectors were required to be installed throughout Room 1405A to ensure proper beam construction spacing and fire alarm coverage. The Contractor was directed to install the required smoke detectors and associated wiring and ensure proper connection to the fire alarm control panel.	1
7	Separate fire alarm system to ensure Phase I is online and ready for occupancy.	\$ 1,687.50	Regulatory Agency Requirement	The District determined that the fire alarm system was required to be separated to ensure that Phase I areas were receiving proper fire alarm coverage while Phase II construction was ongoing. The Contractor was directed to program the fire alarm system in accordance with the required fire alarm coverage.	1
TOTAL		\$ 5,141.31			



Change Order

Solano Community College District
 4000 Suisun Valley Road
 Fairfield, CA 94534

Project # Building 1400 Renovations
 Tel: 707-864-7189 Fax: 707-207-0423

Date: 12/3/2008

To Contractor:
 Quality Sound
 PO Box 5501
 2040 E. Fremont Street
 Stockton, CA 95205

Consultant's Project No.: 08042.00
 Contract Date: 3/26/2008
 Contract Number: 08-003
 Change Order Number: 01

This contract is hereby revised by the following items:

PCO	Description	Amount
1	Add four heat detectors in the Student Dining Room 1405A required for proper beam construction spacing per National Fire Protection Agency (NFPA) 72, 5.6.5.3 "Beam Construction".	\$ 927.90
2	Disable the existing 110V fire alarm control panel and Simplex fire alarm control panel.	\$ 862.50
3	Add three magnetic door hold opens for Doors 46, 47, and 48.	\$ 793.44
4	Add one fire alarm pull station at the exterior door of Room 1401B.	\$ 203.61
6	Add three smoke detectors in Room 1405A.	\$ 666.36
7	Separate fire alarm system to ensure Phase II is online and the building can be occupied.	\$ 1,687.50

The original Contract Value was	\$	63,860.00
Sum of changes by prior Change Orders	\$	-
The Contract Value prior to this Change Order was	\$	63,860.00
The Contract Value will be changed by this Change Order in the amount of	\$	5,141.31
The new Contract Value Including this Change Order will be	\$	69,001.31
The Contract duration will be changed by		0 Days
The Substantial Completion date as of this Change Order is		

Quality Sound
 Contractor
 PO Box 5501
 2040 E. Fremont Street
 Stockton, CA 95205
 Address
 By Brian King
 Signature _____
 Date _____

TLCD Architecture
 Architect
 111 Santa Rosa Avenue, Suite 300
 Santa Rosa, CA 95404
 Address
 By Craig Gaever
 Signature _____
 Date _____

Solano Community College District
 Owner
 4000 Suisun Valley Road
 Fairfield, CA 94534
 Address
 By Stan Dobbs
 Signature _____
 Date _____

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM**

TO: Members of the Governing Board

**SUBJECT: CRESTWOOD BEHAVIORAL HEALTH, SOLANO AND
SOLANO COMMUNITY COLLEGE NURSING STUDENT
CLINICAL EXPERIENCE AGREEMENT RENEWAL**

REQUESTED ACTION: APPROVAL

SUMMARY:

This agreement between Crestwood Behavioral Health, Solano and Solano Community College allows our nursing students the opportunity for clinical experience at their facility. This is a new contract; however, we already have an existing agreement with Crestwood Manor, Vallejo. This is a new Crestwood facility which serves a different population of patients and is an excellent experience for our nursing students during their mental health rotation.

SUPERINTENDENT'S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Máire A. Morinec
Dean, Health Occupations

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534-3197

ADDRESS

(707) 864-7108

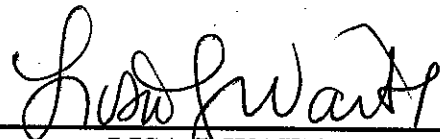
TELEPHONE NUMBER

Academic Affairs

ORGANIZATION

November 20, 2008

**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



LISA J. WAITS, Ed.D.
Interim Superintendent/President

November 20, 2008

**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

CLINICAL EXPERIENCE AGREEMENT

This Agreement is between **Crestwood Behavioral Health, Solano, doing business as Crestwood Behavioral Health, Solano** (hereinafter known as *HOSPITAL*) located at **2201 Tuolumne Street, Vallejo, California 94589**, and **Solano College** (hereinafter known as *SCHOOL*) and located at **4000 Suisun Valley Road, Fairfield, California 94534-4017** and is effective as of October 14, 2008

RECITALS

- A. *HOSPITAL* owns and operates a campus which includes a 58 bed heavily supported Adult Rehabilitation Facility, a Day Treatment Program, and a Wellness and Recovery Center and Clinic (hereinafter referred to as "Facility").
- B. *SCHOOL* owns and operates an **Associate Degree Nursing Program** which is accredited by the **California Board of Registered Nursing**. *SCHOOL* desires its students to obtain practical experience at *Hospital's* Facility through participation in a clinical program for its **Registered Nursing** students ("Program").
- C. It is to the mutual benefit of the parties to this Agreement that the students of *SCHOOL's* Program use such Facility for their clinical experience.

Now, therefore, the parties agree as follows:

1. GENERAL INFORMATION

- A. Both parties before the beginning of the training shall agree upon the period of time for each student's clinical experience.
- B. The maximum number of students to receive training shall be mutually agreed upon by the parties at least 30 days prior to beginning of training based upon the availability of space and other considerations.

2. SCHOOL'S RESPONSIBILITIES

- A. Student Profile. *SCHOOL* shall complete and send to *HOSPITAL* a profile for each student enrolled in the Program which shall include the student's name, address and telephone number prior to the beginning of the planned clinical experience
- B. Schedule of Assignments. *SCHOOL* shall notify the *HOSPITAL* of its planned schedule of student assignments, including the name of the

- student, level of academic preparation and length and dates of clinical experience prior to the planned clinical experience.
- C. Program Coordinator. *SCHOOL* shall designate a faculty member to coordinate with a designee of *HOSPITAL* in the planning of the Program to be provided students.
- D. Records. *SCHOOL* shall maintain all personnel and academic records of the students.
- E. Rules and Regulations. *SCHOOL* shall enforce rules and regulations governing the students that are mutually agreed upon by *SCHOOL* and *HOSPITAL*.
- F. Supervision. *SCHOOL* shall supervise all instruction and clinical experiences for students given at the *HOSPITAL*
- G. Health Policy. *SCHOOL* shall provide *HOSPITAL*, prior to a student's arrival at the *HOSPITAL*, with proof of immunity consistent with *HOSPITAL* employee health policy and notify the *HOSPITAL* if student is a known carrier of an infectious or communicable disease. If such information indicates that patients of *HOSPITAL* would be placed at risk if treated by a particular student, *HOSPITAL* reserves the right to refuse to allow such student to participate in the clinical experience at *HOSPITAL*
- H. Student Responsibilities. *SCHOOL* shall notify the students that they are responsible for:
- 1) Following the clinical and administrative policies, procedures, rules and regulations of *HOSPITAL*.
 - 2) Arranging for their own transportation and living arrangements when not provided by *SCHOOL*.
 - 3) Arranging for and assuming the cost of their own health insurance.
 - 4) Assuming responsibility for their personal illness, necessary immunizations, tuberculin test, and annual health examination.
 - 5) Maintaining confidentiality of patient information. No student shall have access to or have the right to receive any medical record, except when necessary in the regular course of the clinical experience. The discussion, transmission or narration in any form by students of any patient information of a personal nature, medical or otherwise, obtained in the regular course of the Program is forbidden except as a necessary part of the practical experience.

- 6) Following dress code of the *HOSPITAL* and wearing name badges identifying themselves as students.
 - 7) Attending an orientation of *HOSPITAL* facilities provided by their instructors. Precepted students shall receive an orientation from the *HOSPITAL*.
 - 8) Providing services to the Hospital's patients under the direct supervision of a faculty provided by *SCHOOL* or Hospital-provided preceptors.
- I. Payroll Taxes and Withholdings. *SCHOOL* shall be solely responsible for any payroll taxes, withholdings, workers' compensation and any other insurance or benefits of any kind for students, employees, and agents of *SCHOOL* providing services under this Agreement. *SCHOOL* shall defend, indemnify, and hold *HOSPITAL* harmless from all liability and responsibilities therefore.

3. HOSPITAL'S RESPONSIBILITIES

- A. Clinical Experience. *HOSPITAL* shall accept from *SCHOOL* the mutually agreed upon number of students enrolled in the aforementioned Program and shall provide said students with supervised clinical experience.
- B. HOSPITAL Designee. *HOSPITAL* shall designate a member of *Hospital's* staff to participate with the designee of *SCHOOL* in planning, implementing and coordinating the training Program.
- C. Access to Facilities. *HOSPITAL* shall permit students enrolled in the Program access to *HOSPITAL* Facilities as appropriate and necessary for their Program, provided that the presence of the students shall not interfere with the activities of *HOSPITAL*. Facilities include space for clinical conferences and access to *Hospital's* Medical Library.
- D. Withdrawal of Students. *HOSPITAL* may request *SCHOOL* to withdraw from the Program any student who *HOSPITAL* determines is not performing satisfactorily, or who refuses to follow *Hospital's* administrative policies, procedures, rules and regulation. Such request must be in writing and must include a statement as to the reason or reasons why *HOSPITAL* desires to have the student withdrawn. Said request shall be complied with within five (5) days of receipt of same. *HOSPITAL* reserves the right to suspend from participation immediately any student who poses an imminent danger of harm to patients or others.
- E. Emergency Health Care/First Aid. *HOSPITAL* shall, on any day when student is receiving training at its Facilities, provide to students necessary emergency health care or first aid for accidents occurring in its Facilities. Except as provided regarding such emergencies, *HOSPITAL* shall have no

obligation to furnish medical or surgical care to any student. Students will be financially responsible for all such care rendered in the same manner as any other patient.

- F. Student shall perform in a training capacity only and shall not be utilized to treat patients in lieu of trained professionals employed by the hospital.
- G. Supervision. In situations of single preceptorships/internships, *HOSPITAL* shall assume daily supervision of student.

4. AFFIRMATIVE ACTION AND NON-DISCRIMINATION

The parties agree that all students receiving clinical training pursuant to the Agreement shall be selected without discrimination on account of race, color, religion, national origin, ancestry, disability, marital status, gender, sexual orientation, age, or veteran status.

5. STATUS OF SCHOOL AND HOSPITAL

It is expressly agreed and understood by *SCHOOL* and *HOSPITAL* that students under this Program are in attendance for educational purposes, and such students are not considered employees of *HOSPITAL* for any purpose, including, but not limited to, compensation for services, employee welfare and pension benefits, or workers' compensation insurance

6. INDEMNIFICATION

- A. *SCHOOL* agrees to indemnify, defend and hold harmless, *HOSPITAL* and its affiliates, its directors, trustees, officers, agents, and employees from and against all claims, demands, damages, costs, expenses of whatever nature, including court costs and attorney fees arising out of or resulting from negligent or intentional acts or omissions of the *SCHOOL*, its officers, employees, agents or its students.
- B. *HOSPITAL* agrees to indemnify, defend and hold harmless *SCHOOL*, its officers, agents, employees from and against any and all claims, demands, damages, costs, expenses of whatever nature, including court costs and attorney fees arising out of or resulting from negligent or intentional acts or omissions of the *HOSPITAL*, its agents or its employees.

7. INSURANCE

- A. The *SCHOOL* shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts that are reasonably necessary to protect it and *HOSPITAL* against liability arising

- from or incident to the use and operation of the *HOSPITAL* by the *SCHOOL*'s students and naming *HOSPITAL* as an additional insured.
- B. Coverage under such insurance shall be not less than One Million Dollars (\$1,000,000) for each occurrence and Three Million Dollars (\$3,000,000) aggregate for each professional liability insurance and comprehensive general liability insurance.
 - C. The *SCHOOL* shall also maintain and provide evidence of workers' compensation and disability coverage as required by law.
 - D. The *SCHOOL* shall provide *HOSPITAL* with a certificate of insurance evidencing the insurance coverage required under this section and providing for not less than thirty (30) days written notice to the *HOSPITAL* of the cancellation of such insurance. The *SCHOOL* shall promptly notify the *HOSPITAL* of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

8. TERM AND TERMINATION

- A. Term. This Agreement shall be effective as of the date first written above, and shall remain in effect for three (3) years thereafter.
- B. Renewal. This Agreement may be renewed for subsequent three (3) year terms, by either party giving the other at least 30 days prior written notice of their desire to renew, and the other party's agreeing to such a renewal prior to the expiration of the then current term of the Agreement.
- C. Termination.
 - 1) Mutual Agreement. This Agreement may be terminated at any time upon the written concurrence of the parties.
 - 2) Without Cause. This Agreement may be terminated without cause with 30 days prior written notice by either party. Such termination shall not take effect, however, with regard to students already enrolled until such time as those students have completed their training for the school semester during which such termination notice is given.

9. GENERAL PROVISIONS

- A. Amendments. This Agreement may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall become effective, it shall be reduced to writing and signed by the parties. Notwithstanding the foregoing, should any provision of this Agreement be in conflict with a governing State or federal law, it shall be deemed amended accordingly.

- B. Assignment. Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignment in violation of this Section shall be null and void.
- C. Attorney's Fees. In the event that any action, including arbitration, is brought by either party to enforce or interpret the terms of this Agreement, the prevailing party in such action shall be entitled to its costs and reasonable attorney's fees, in addition to such other relief as the court or arbitrator may deem appropriate.
- D. Captions. Any captions to or headings of the articles, sections, subsections, paragraphs, or subparagraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of validity of this Agreement or any provision hereof.
- E. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.
- F. Entire Agreement. This Agreement, including all Attachments, is the entire Agreement between the parties and no other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.
- G. Force Majeure. Neither party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service or employment deemed resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, strikes or other work interruptions beyond the reasonable control of either party. However, both parties shall make good faith efforts to perform under this Agreement in the even of any such circumstances.
- H. Governing Law. The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.
- I. Notices. Notices required under this Agreement shall be sent to the parties by certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below:

1. Notice to the *HOSPITAL*:

Gail McDonald, RN
Campus Administrator
Crestwood Behavioral Health, Solano
2201 Tuolumne Street
Vallejo, CA 94589

Telephone (707)558-1777

2. Notice to the *SCHOOL*

Maire A Morinec RN, MS
Dean, Health Occupations
Solano College
4000 Suisun Valley Road
Fairfield, California 94534-4017

Telephone (707)864-7108
FAX (707)863-7803

- J. Remedies. The various rights, options, elections, powers, and remedies of the respective parties hereto contained in, granted, or reserved by this Agreement, are in addition to any others that said parties may be entitled to by law, shall be construed as cumulative, and no one of them is exclusive of any of the others, or of any right or priority allowed by law.
- K. Severability. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.
- L. Waiver of Provisions. Any waiver of any terms and conditions hereof must be in writing and signed by the parties hereto. A waiver of any term or condition hereof shall not be construed as a future waiver of the same or any other term or condition hereof.

M. Compliance with Law and Regulatory Agencies. *HOSPITAL* and *SCHOOL* shall comply with all applicable provisions of law and other valid rules and regulations of all governmental agencies having jurisdiction over: (i) the operation of the *HOSPITAL*; (ii) the licensing of health care practitioners; and (iii) the delivery of services to patients of governmentally regulated third party payers whose members/beneficiaries receive care from Hospital. This shall specifically include compliance with applicable provisions of Title 22 of the California Code of Regulations. *SCHOOL* shall also comply with all applicable standards and recommendations of the Joint Commission on Accreditation of Healthcare Organizations, bylaws and rules and regulations, and policies and procedures of *HOSPITAL* its Medical Staff and Medical Staff departments.

10. EXECUTION

By their signatures below, each of the following represent that they have authority to execute this Agreement and to bind the party on whose behalf their execution is made.

HOSPITAL

SCHOOL

Crestwood Behavioral Health Center-Solano

Solano Community College

By:

By:

Title: Administrator

Title: Dean, Health Occupations

Date:

Date:

AGENDA ITEM 9.(a)
 MEETING DATE December 3, 2008

**SOLANO COMMUNITY COLLEGE DISTRICT
 GOVERNING BOARD AGENDA ITEM**

TO: Members of the Governing Board

**SUBJECT: RESOLUTION HONORING A.C. "TONY" UBALDE FOR
 SERVICE ON THE SOLANO COMMUNITY COLLEGE
 DISTRICT GOVERNING BOARD, RESOLUTION NO.
 08/09-15**

REQUESTED ACTION: APPROVAL

SUMMARY:

A. C. "Tony" Ubalde has served the Solano Community College District with distinction since December 2004, and most recently as Vice President from December 2007 – December 2008. His service to Solano Community College District has represented a true measure of leadership and dedication to education. The Governing Board wishes him well, and extends sincere thanks for his many contributions to the future of Solano Community College.

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Phil McCaffrey
 Governing Board President

PRESENTER'S NAME

4000 Suisun Valley Road
 Fairfield, CA 94534

ADDRESS

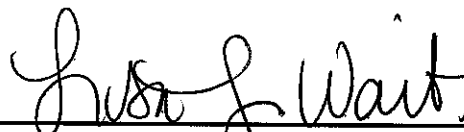
(707) 864-7112

TELEPHONE NUMBER

Administration
ORGANIZATION

November 20, 2008

DATE SUBMITTED TO


LISA J. WAITS, Ed.D.
 Interim Superintendent/President

November 20, 2008

**DATE APPROVED BY
 SUPERINTENDENT/PRESIDENT**

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD
RESOLUTION HONORING
A. C. "TONY" UBALDE**

RESOLUTION NO. 08/09-15

Whereas, A. C. "Tony" Ubalde has served four years on the Solano Community College District Governing Board with distinction since December 2004, always carefully listening to other points of view while bringing thoughtful and fair leadership to the Board;

Whereas, Tony Ubalde is highly respected, and serves on many community committees and commissions including the Governor's Select Advisory Committee on the UC Regents;

Whereas, Tony Ubalde was elected to serve as Vice President of the Governing Board from December 2007 through December 2008;

Whereas, While at Solano College, Tony Ubalde has been a strong proponent of shared governance, working together with his fellow Trustees and Administration with a keen interest in Measure G, specifically the Vallejo Center;

Whereas, His support of Solano College programs, students and activities has always been enthusiastic and dedicated to student success;

Whereas, Tony Ubalde's commitment to students and the citizens of Benicia, Vallejo and Suisun was instrumental in leading the District in assuring that all students have all opportunities to pursue an education and serves as a role model;

Whereas, Tony Ubalde was a staunch supporter of the Solano Community College Ethnic Studies Program, including being a guest speaker;

Whereas, Tony Ubalde served on numerous subcommittees of the Board and Advisory committees during his tenure as a Governing Board member; and

Whereas, Tony Ubalde has always been quick to publicly recognize others for their hard work and contributions to the success of Solano Community College; now therefore be it

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD
RESOLUTION HONORING A. C. "TONY" UBALDE
RESOLUTION NO. 08/09-15**

(CONTINUED – PAGE 2)

Resolved, That the Solano Community College District Governing Board hereby expresses sincere appreciation to Tony Ubalde for his leadership and dedicated service to the District; and, further be it

Resolved, That the Governing Board wishes him well and extends sincere thanks for his many contributions to the future of Solano Community College

Passed and Adopted, this 3rd day of December 2008, by the Governing Board of the Solano Community College District.

Phil McCaffrey, President

James M. Claffey

Denis Honeychurch, J.D.

Pam Keith

Stephen Murphy, J.D.

A. Marie Young

David R. Brannen

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM**

TO: Members of the Governing Board
SUBJECT: SET DATE, TIME AND PLACE FOR ANNUAL ORGANIZATIONAL MEETING
REQUESTED ACTION: APPROVAL

SUMMARY:

In accordance with Educational Code Section 72000(c)(2)(A), the Governing Board of the Solano Community College District designates the Board meeting of December 17, 2008, as the annual organizational meeting of the Governing Board. The organizational meeting will be held at 7:00 p.m., Room 626, at the Solano Community College campus, 4000 Suisun Valley Road, Fairfield, CA 94534-3197. At the annual organizational meeting, the Governing Board will:

- 1. Elect a President, Vice President, and appoint a Secretary for 2008-09.
- 2. Establish the dates, times, and locations of the Governing Board meeting (attached).
- 3. Select a representative to the Solano County School Boards Association.

It is recommended that the Governing Board approve the date, time, and place for the organizational meeting as set forth above.

SUPERINTENDENT'S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Lisa J. Waits, Ed.D.
Interim Superintendent/President

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534-3197

ADDRESS

(707) 864-7112

TELEPHONE NUMBER

Administration

ORGANIZATION

November 20, 2008

**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



LISA J. WAITS, Ed.D.

Interim Superintendent/President

November 20, 2008

**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

**SOLANO COMMUNITY COLLEGE
GOVERNING BOARD PROCEDURES**

REGULAR MEETINGS

Policy 1025

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD
CALENDAR OF BOARD MEETINGS FOR 2009**

The Governing Board meets the first and third Wednesdays of each month at 7:00 p.m. in the Board Room (#626), of the Administration Building. The specific calendar of meeting dates is listed below. All meetings, with the exception of Closed Sessions, are open to the public. Minutes of previous meetings and current agendas are available from the Superintendent/President's Office.

January 21, 2009
February 4, 2009
February 18, 2009
March 4, 2009
March 18, 2009
April 1, 2009
(Retreat) TBD
May 6, 2009
May 20, 2009
June 3, 2009
June 17, 2009
July 15, 2009
August 5, 2009
August 19, 2009
September 2, 2009
September 16, 2009
October 7, 2009
October 21, 2009
November 4, 2009
November 18, 2009
December 2, 2009
December 16, 2009

LJW:js
BD MTG CAL.2009
Reviewed by Governing Board: 12/17/08

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM**

TO: Members of the Governing Board
SUBJECT: CITY OF FAIRFIELD WATERLINE EASEMENT
REQUESTED ACTION: APPROVAL

SUMMARY:

The District and the city of Fairfield have been working collaboratively to reach agreement for a proposed water easement running parallel to the proposed I-80 frontage road along the far side of the District's southern border. Highlights of the agreement are as follows:

1. Construction work on campus will begin after graduation in May 2009 and conclude prior to the start of classes in fall 2009.
2. The city has agreed to complete the paving of the Suisun Valley Road prior to the start of classes in fall 2009.
3. City will install a two-inch overlay of asphalt over the four lanes of the affected college roads.
4. The city will install a five-foot wide asphalt footpath from the beginning of the college entrance, approximately 700 linear feet long, to facilitate safe pedestrian entry onto campus.

SUPERINTENDENT'S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Lisa J. Waits, Ed.D., Interim
Superintendent/President

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534-3197

ADDRESS

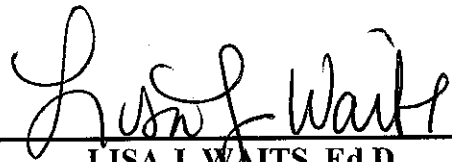
(707) 864-7112

TELEPHONE NUMBER

Administration
ORGANIZATION

November 20, 2008

**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



LISA J. WAITS, Ed.D.
Interim Superintendent/President

November 20, 2008

**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

AGENDA ITEM 9.(d)
 MEETING DATE December 3, 2008

**SOLANO COMMUNITY COLLEGE DISTRICT
 GOVERNING BOARD AGENDA ITEM**

TO: Members of the Governing Board

**SUBJECT: RESOLUTION AUTHORIZING EMPLOYER PICK-UP OF
 CONTRIBUTIONS TO PERS RETIREMENT IN
 COMPLIANCE WITH IRC 414(h)(2),
 RESOLUTION NO. 08/09 – 16**

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested for Resolution No. 08/09 – 16, Authorizing Employer Pick-Up of Contributions to PERS Retirement in Compliance with IRC 414(h)(2).

The District was notified by the Solano County Office of Education that PERS has been in the process of moving their records to a new electronic recordkeeping system, and as a part of that process, has been searching records to identify required documentation for all agencies. The District does not currently have documentation stating its intent to withhold the employees' 7% contribution on a pre-tax (or "pick-up") basis as required by the IRS. The attached resolution will satisfy PERS requirements; however, any payments made after January 1, 2009 and prior to a resolution will have to be made on an after-tax basis until the resolution is approved. PERS will accept a resolution dated in January so long as no payments are made prior to receipt of that resolution by PERS.

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Susan Rinne
 Interim Director, Fiscal Services

PRESENTER'S NAME

4000 Suisun Valley Road
 Fairfield, CA 94534-3197

ADDRESS

707-864-7167

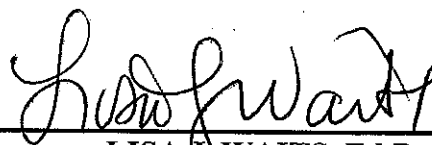
TELEPHONE NUMBER

Administrative & Business Services

ORGANIZATION

November 20, 2008

**DATE SUBMITTED TO
 SUPERINTENDENT/PRESIDENT**



LISA J. WAITS, Ed.D.
 Interim Superintendent/President

November 20, 2008

**DATE APPROVED BY
 SUPERINTENDENT/PRESIDENT**

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**RESOLUTION AUTHORIZING EMPLOYER PICK-UP OF CONTRIBUTIONS
TO PERS RETIREMENT IN COMPLIANCE WITH IRC 414(h)(2)**

RESOLUTION NO. 08/09 – 16

WHEREAS, the Solano Community College District has the authority to implement the provisions of section 414(h)(2) of the Internal Revenue Code (IRC);

WHEREAS, the Board of Administration of the Public Employees’ Retirement System adopted its resolution re section 414(h)(2) IRC on September 18, 1985;

WHEREAS, the Internal Revenue Service has stated in December 1985, that the Implementation of the provisions of section 414(h)(2) IRC pursuant to the Resolution of the Board of Administration would satisfy the legal requirements of section 414(h)(2) IRC; and

WHEREAS, the Solano Community College District as determined that even though the implementation of the provisions of section 414(h)(2) IRC is not required by law, the tax benefit offered by section 414(h)(2) IRC should be provided to its employees who are members of the Public Employees’ Retirement System; now therefore be it

RESOLVED:

- I. That the Solano Community College District will implement the provisions of section 414(h)(2) Internal Revenue Code by making employee contributions pursuant to California Government Code section 20691 to the Public Employees’ Retirement System on behalf of its employees who are members of the Public Employees’ Retirement System. “Employee contributions” shall mean those contributions to the Public Employees’ Retirement System which are deducted from the salary of employees and are credited to individual employee’s

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**RESOLUTION AUTHORIZING EMPLOYER PICK-UP OF CONTRIBUTIONS
TO PERS RETIREMENT IN COMPLIANCE WITH IRC 414(h)(2)**

RESOLUTION NO. 08/09 – 16

(CONTINUING – PAGE 2)

accounts pursuant to California Government Code section 20691.

- II. That the contributions made by the Solano Community College District to the Public Employees' Retirement System, although designated as employee contributions, are being paid by the Solano Community College District in lieu of contributions by the employees who are members of the Public Employees' Retirement System.
- III. That employees shall not have the option of choosing to receive the contributed amounts directly instead of having them paid by the Solano Community College District to the Public Employees' Retirement System.
- IV. That the Solano Community College District shall pay to the Public Employees' Retirement System the contributions designated as employee contributions from the same source of funds as used in paying salary.
- V. That the amount of the contributions designated as employee contributions and paid by the Solano Community College District to the Public Employees' Retirement System on behalf of an employee shall be the entire contribution required of the employee by the Public Employees' Retirement Law (California Government Code sections 20000, et seq.).

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**RESOLUTION AUTHORIZING EMPLOYER PICK-UP OF CONTRIBUTIONS
TO PERS RETIREMENT IN COMPLIANCE WITH IRC 414(h)(2)**

RESOLUTION NO. 08/09 – 16

(CONTINUING – PAGE 3)

VI. That the contributions designated as employee contributions made by Solano County Office of Education to the Public Employees' Retirement System shall be treated for all purposes, other than taxation, in the same way that member contributions are treated by the Public Employees' Retirement System.

PASSED AND ADOPTED this 3rd day of December 2008, by the Governing Board of Solano Community College District.

PHIL McCAFFREY, BOARD PRESIDENT

LISA J. WAITS, Ed.D., INTERIM SECRETARY

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

CERTIFICATION

I, Lisa J. Waits, Ed.D., interim secretary to the Solano Community College District Governing Board, Solano County, California, do hereby certify that the foregoing is a full, true, and correct copy of a resolution adopted by said Board at a regular meeting thereof held on the above stated date, which resolution is on file in the office of said Board.

Secretary's Signature

Date

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM**

TO: Members of the Governing Board
**SUBJECT: PROPOSED CONSULTING SERVICES WITH
SAFIRROSETTI FOR A CAMPUS-WIDE SECURITY
MASTER PLAN**

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested for a proposed agreement with SafirRosetti to provide consulting services in preparing a Campus-Wide Security Master Plan. A Request for Proposal was issued and six proposals were submitted for consideration. On October 9 an interview panel comprised of key staff from areas such as college police and technology services interviewed the prospective firms.

The committee is recommending SafirRosetti because of its familiarity with some of the bond projects and the firm's collaborative approach with staff, faculty, and students. SafirRosetti estimated that it will take approximately 90 days to conduct interviews, review the site and buildings, obtain essential information, and complete a working draft of the Security Master Plan. The cost for services total \$41,090.

Providing input to SafirRosetti will be a Campus-Wide Security Master Plan Committee composed of the Interim Vice President of Student Services, Associate VP of Workforce Development, Police Chief, Director of Facilities, Director of Technology Services, and the Purchasing Technician/Buyer. A copy of the agreement is attached. Staff will be at the meeting to answer questions from the Governing Board.

SUPERINTENDENT'S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**


Stan Dobbs
Independent Contractor
PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534
ADDRESS

(707) 864-7176
TELEPHONE NUMBER

Maintenance & Operations
ORGANIZATION

November 20, 2008
**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**


LISA J. WAITS, Ed.D.
Interim Superintendent/President

November 20, 2008
**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

**AGREEMENT BETWEEN
SOLANO COMMUNITY COLLEGE DISTRICT AND SAFIRROSETTI
FOR A CAMPUS-WIDE SECURITY MASTER PLAN**

This is an Agreement made as of December 3, 2008 between Solano Community College District ("District") and SafirRosetti ("Consultant") for the provision of specified professional services.

Consultant shall perform Security Master Planning Consulting services in accordance with the terms and conditions of this Agreement and shall be responsible for the means and methods used in performing services under this Agreement. Except as set forth in this Agreement, Consultant shall have no other duties or responsibilities.

Consultant shall provide for the District the following basic consulting services:

See Exhibit A.

Consultant represents and warrants that its services and all of its work, materials, equipment and processes depicted or described in drawings, specifications or other documents prepared by the Consultant shall comply with all local, state and federal laws, codes, ordinances, regulations and rules pertaining thereto.

Consultant shall submit statements for services rendered. If the District objects to any statement submitted by Consultant, the District shall so advise Consultant in writing giving reasons within fourteen (14) days of receipt of such statement. If no such objection is made, the statement will be considered acceptable by District.

Consultant shall maintain appropriate accounting records which shall be made available for inspection by the District upon request.

Consultant Indemnity of District. To the fullest extent permitted by law, the Consultant shall indemnify, defend and hold harmless the District and its employees, officers, Board of Trustees, individual members of the Board of Trustees, agents and representatives ("the Indemnified Parties") from any and all claims, demands, losses, responsibilities or liabilities for: (i) injury or death of Consultant's employees arising out of this Agreement; (ii) injury or death of persons or damage to property, or (iii) other costs or charges, directly or indirectly arising out of or attributable, in whole or in part, to the negligent or willful acts, omissions, errors and/or other conduct of Consultant, its Design Consultants or the employees, agents and representatives of Consultant Sub-Consultants in performing or providing any of the obligations, services or other work product contemplated under this Agreement. The foregoing shall include without limitation, attorneys fees and costs incurred by the Indemnified Parties and shall survive the termination of this Agreement until any such claim, demand, loss, responsibility or liability covered by the provisions hereof is barred by the applicable Statute of Limitations.

SOLANO COMMUNITY COLLEGE DISTRICT AND SAFIRROSETTI

District Indemnity of Consultant. The District shall indemnify and hold harmless Consultant from all claims arising out of bodily injury (including death) and physical damage (other than to the Project itself and property covered by insurance under this agreement) which arise out of the negligent or willful acts, omissions or other conduct of the District

The District and Consultant respectively bind themselves, their successors and assigns and legal representatives to the terms of this Agreement. Neither the District nor Consultant shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the District and Consultant and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the District and Consultant and not for the benefit of any other party.

All documents and specifications prepared by Consultant under this Agreement shall belong to the District. These ownership rights shall include copyrights to all such documents and specifications.

Consultant shall procure and maintain insurance for protection from claims under worker's compensation acts, claims for damages because of bodily injury including personal injury, sickness, or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use there from, and any other insurance prescribed by laws, rules, regulations, ordinances, codes, or orders, as well as insurance required by this Agreement as set forth in Exhibit A.

Consultant shall furnish to the District proof of insurance as required in Exhibit A.

The District will also cause other independent professional associates and consultants retained by the District for the Project to procure and maintain comparable insurance coverage.

This Agreement (consisting of pages 1 and 2 inclusive of Exhibit A, and SafirRosetti Proposal Dated July 25, 2008 (attached), constitutes the entire Agreement between the District and Consultant and supersedes all prior written or oral understandings. This Agreement may only be amended or modified by a duly executed written instrument.

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have executed this Agreement effective on the date first above written.

Date

Sandor P. Zirulnik
Senior Managing Director
SafirRosetti

Date

Lisa J. Waits, Ed.D.
Interim Superintendent/President
Solano Community College District

**EXHIBIT A
TO AGREEMENT BETWEEN
SOLANO COMMUNITY COLLEGE DISTRICT AND SAFIRROSETTI
FOR CAMPUS WIDE SECURITY MASTER PLANNING**

This is an exhibit attached to, made a part of and incorporated by reference in the Agreement made on December 3, 2008 between Solano Community College District (District) and SafirRosetti (Consultant) providing professional services.

Consultant shall provide the District the following Basic Services in accordance with the terms and conditions of the Agreement within the time stipulated below:

SERVICES

1. As described in the July 25, 2008 proposal received from SafirRosetti to the District regarding Campus Wide Security Master Planning for the Solano Community College District, 4000 Suisun Valley Road, Fairfield, CA 94534.

PERFORMANCE PERIOD

1. Services will be provided in accordance with the Scope of Work and Cost Proposal, Exhibit A, as follows:
 - Survey Research and Analysis
 - Develop New Models and Guidelines
 - Final Master Plan Report

COMPENSATION

1. Consultant shall be compensated on an hourly basis, not to exceed an amount of **forty one thousand ninety dollars and Zero cents (\$41,090.00)** for professional services.

INSURANCE

1. The Consultant shall procure and maintain Worker's Compensation Insurance covering claims under worker's or workmen's compensation, disability benefit and other similar employee benefit acts may be liable. Consultant shall purchase and maintain Employer's Liability Insurance covering bodily injury (including death) by accident or disease to any employee, which arises out of the employee's employment by the Consultant. The Employer's Liability Insurance required of the Consultant hereunder may be obtained by the Consultant as a separated policy of insurance or as an additional coverage under the Worker's Compensation Insurance required to be obtained and maintained by the Consultant in accordance with this Agreement for the amounts indicated effective as follows:

General Comprehensive	\$1,000,000
Automobile Liability	\$1,000,000 per occurrence \$1,000,000 aggregate

Worker's Compensation	Statutory
Professional Liability	\$1,000,000 per occurrence \$1,000,000 aggregate

Policy Endorsements; Evidence of Insurance:

1. The Consultant shall deliver to the District Certificates of Insurance evidencing each of the policies of insurance in the coverage. Amounts required hereunder. All policies of insurance required hereunder shall be issued by the insurer(s) admitted to issue insurance by the State of California and to the reasonable satisfaction of the District. Coverage's under each policy of insurance required hereunder, whether by endorsement or otherwise, shall provide that such policy will not be modified, canceled, or allowed to expire without at least thirty (30) days advance written notice to the District.
2. Each required general comprehensive and automobile liability policy, and Worker's Compensation policy shall be endorsed with the following specific language:
 - A. The District, Board of Trustees, its officers, employees, contractors, subcontractors and the Program Manager, Kitchell CEM are named as additional insured for all liability arising out of operations by or on behalf of the named insured in the performance of this Agreement.
 - B. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies have been issued to each insured.
 - C. The insurance provided herein is primary and no insurance held or owned by the District shall be called upon to contribute to a loss.
3. Consultants Indemnity of the District to the fullest by law, the Consultant shall indemnify and hold harmless the District and its employees, officer, Board of Trustees, individual members of the Board of Trustees, agents and representatives ("the Indemnified Parties") from any and all claims demands, losses, responsibility or liabilities for: (i) injury or death of Consultant's employees arising out this Agreement; (ii) injury or death of persons or damage to property, or (iii) other costs or charges, to the extent directly arising out of or attributable, to the negligent acts, omissions, errors and/or other conduct of the Consultant or any of its Consultants or the employees, agents and representatives of the Consultant or any of its consultants in performing or providing any of the obligations, services or other work product contemplated under is Agreement, but not to the extent caused by the District or third parties not under the control or the supervision of the Consultant. The foregoing shall include without limitation, reimbursement of reasonable attorneys fees and cost incurred by the Indemnified Parties, through counsel selected by the Indemnified Parties and shall survive the termination of this Agreement until any such claim, demand, loss, responsibility or liability covered by the provisions hereof is barred by the applicable Statute of Limitations. The indemnifications provided herein shall not be construed to extend any third party indemnification rights of any kind to any person or entity, which is not a

signatory to this Agreement. In addition, the indemnifications provided herein are irrespective of the Consultant's insurance coverage.

4. Indemnity: The Consultant and District shall indemnify and hold harmless from all claims arising out of bodily injury (including death) and physical damage, other than to the Project itself and property covered insurance, which arise out of negligent or willful, acts, omissions or other conduct of the District.
5. This Agreement shall be of no force or effect until Consultant provides proof of appropriate insurance to the District.

- End -

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: PROPOSED CONSULTING SERVICES WITH GNU
GROUP FOR A CAMPUS-WIDE SIGNAGE MASTER PLAN

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested for a proposed agreement with GNU Group to provide consulting services in preparing a Campus-Wide Signage Master Plan. Four firms responded to the Request for Proposal (RFP), and all four firms were invited for an interview held on September 1, 2008. The interview panel, comprised of District and Kitchell staff, selected GNU Group because its presentation captured the essence of what the campus needs in terms of signage and the methods for implementing the elements and identity throughout the campus. At the Measure G Bond Steering Committee meeting on November 17, GNU Group's proposal was presented and recommended to forward for Board approval.

The Campus-Wide Signage Master Plan will take a strategic approach for the placement of identity and way-finding elements (presenting clear directions, reduce clutter, and open up view corridors); create a method/system for the display of postings and events that are tastefully done; create a building naming and numbering system that can serve as an organizational and informational tool to support the overall master plan; and signage visibility that is aesthetically pleasing and incorporates appropriate scale, colors, graphics standards and possibly illumination.

(CONTINUED ON NEXT PAGE)

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Stan Dobbs
Independent Contractor
PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534
ADDRESS

(707) 864-7176
TELEPHONE NUMBER

Maintenance & Operations
ORGANIZATION

November 20, 2008
**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



LISA J. WAITS, Ed.D.
Interim Superintendent/President

November 20, 2008
**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

AGENDA ITEM 9. (f)
MEETING DATE December 3, 2008

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM**

TO: **Members of the Governing Board**

SUBJECT: **PROPOSED CONSULTING SERVICES WITH GNU
GROUP FOR A CAMPUS-WIDE SIGNAGE MASTER PLAN**

REQUESTED ACTION: **APPROVAL**

SUMMARY:

(CONTINUED FROM PREVIOUS PAGE)

In addition, this plan will be coordinated with and implement various components of the campus enrichment plan that was prepared by LPA Architects and approved by the Board in March, 2007. A campus-wide committee will be established involving all campus stakeholder groups who will work with the GNU Group in the plan's development.

The total cost for services is \$69,840. A copy of the agreement is attached. Staff will be at the meeting to answer questions from the Governing Board.

**AGREEMENT BETWEEN
SOLANO COMMUNITY COLLEGE DISTRICT AND GNU GROUP
FOR CAMPUS-WIDE SIGNAGE MASTER PLAN**

This is an Agreement made as of December 3, 2008 between Solano Community College District ("District") and GNU Group ("Consultant") for the provision of specified professional services.

Consultant shall perform Campus-Wide Signage Master Plan consulting services in accordance with the terms and conditions of this Agreement and shall be responsible for the means and methods used in performing services under this Agreement. Except as set forth in this Agreement, Consultant shall have no other duties or responsibilities.

Consultant shall provide for the District the following basic consulting services:

See Exhibit A.

Consultant represents and warrants that its services and all of its work, materials, equipment and processes depicted or described in drawings, specifications or other documents prepared by the Consultant shall comply with all local, state and federal laws, codes, ordinances, regulations and rules pertaining thereto.

Consultant shall submit statements for services rendered. If the District objects to any statement submitted by Consultant, the District shall so advise Consultant in writing giving reasons within fourteen (14) days of receipt of such statement. If no such objection is made, the statement will be considered acceptable by District.

Consultant shall maintain appropriate accounting records which shall be made available for inspection by the District upon request.

Consultant Indemnity of District. To the fullest extent permitted by law, the Consultant shall indemnify, defend and hold harmless the District and its employees, officers, Board of Trustees, individual members of the Board of Trustees, agents and representatives ("the Indemnified Parties") from any and all claims, demands, losses, responsibilities or liabilities for: (i) injury or death of Consultant's employees arising out of this Agreement; (ii) injury or death of persons or damage to property, or (iii) other costs or charges, directly or indirectly arising out of or attributable, in whole or in part, to the negligent or willful acts, omissions, errors and/or other conduct of Consultant, its Design Consultants or the employees, agents and representatives of Consultant Sub-Consultants in performing or providing any of the obligations, services or other work product contemplated under this Agreement. The foregoing shall include without limitation, attorneys fees and costs incurred by the Indemnified Parties and shall survive the termination of this Agreement until any such claim, demand, loss, responsibility or liability covered by the provisions hereof is barred by the applicable Statute of Limitations.

SOLANO COMMUNITY COLLEGE DISTRICT AND GNU GROUP

District Indemnity of Consultant. The District shall indemnify and hold harmless Consultant from all claims arising out of bodily injury (including death) and physical damage (other than to the Project itself and property covered by insurance under this agreement) which arise out of the negligent or willful acts, omissions or other conduct of the District

The District and Consultant respectively bind themselves, their successors and assigns and legal representatives to the terms of this Agreement. Neither the District nor Consultant shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the District and Consultant and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the District and Consultant and not for the benefit of any other party.

All documents and specifications prepared by Consultant under this Agreement shall belong to the District. These ownership rights shall include copyrights to all such documents and specifications.

Consultant shall procure and maintain insurance for protection from claims under worker's compensation acts, claims for damages because of bodily injury including personal injury, sickness, or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use there from, and any other insurance prescribed by laws, rules, regulations, ordinances, codes, or orders, as well as insurance required by this Agreement as set forth in Exhibit A.

Consultant shall furnish to the District proof of insurance as required in Exhibit A.

The District will also cause other independent professional associates and consultants retained by the District for the Project to procure and maintain comparable insurance coverage.

This Agreement (consisting of pages 1 and 2 inclusive of Exhibit A, and GNU Group Proposal dated October 1, 2008 (attached), constitutes the entire Agreement between the District and Consultant and supersedes all prior written or oral understandings. This Agreement may only be amended or modified by a duly executed written instrument.

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have executed this Agreement effective on the date first above written.

Date	Date
Philip J. Murphy President GNU Group	Lisa J. Waits, Ed.D. Interim Superintendent/President Solano Community College District

**EXHIBIT A
TO AGREEMENT BETWEEN
SOLANO COMMUNITY COLLEGE DISTRICT AND GNU GROUP
FOR CAMPUS-WIDE SIGNAGE MASTER PLAN**

This is an exhibit attached to, made a part of and incorporated by reference in the Agreement made on December 3, 2008 between Solano Community College District (District) and GNU Group (Consultant) providing professional services.

Consultant shall provide the District the following Basic Services in accordance with the terms and conditions of the Agreement within the time stipulated below:

SERVICES

1. As described in the October 1, 2008 proposal received from GNU Group to the District regarding the Campus-Wide Signage Master Plan for the Solano Community College District, 4000 Suisun Valley Road, Fairfield, CA 94534.

PERFORMANCE PERIOD

1. Services will be provided in accordance with the Scope of Work and Cost Proposal, Exhibit A, as follows:
 - Provide Profile Analysis
 - The Design Snapshot
 - The Documentation Accelerator
 - The Procurement Network

COMPENSATION

1. Consultant shall be compensated on an hourly basis, not to exceed an amount of **sixty nine thousand eight hundred forty dollars and Zero cents (\$69,840.00)** for professional services.

INSURANCE

1. The Consultant shall procure and maintain Worker's Compensation Insurance covering claims under worker's or workmen's compensation, disability benefit and other similar employee benefit acts may be liable. Consultant shall purchase and maintain Employer's Liability Insurance covering bodily injury (including death) by accident or disease to any employee, which arises out of the employee's employment by the Consultant. The Employer's Liability Insurance required of the Consultant hereunder may be obtained by the Consultant as a separated policy of insurance or as an additional coverage under the Worker's Compensation Insurance required to be obtained and maintained by the Consultant in accordance with this Agreement for the amounts indicated effective as follows:

General Comprehensive	\$1,000,000
-----------------------	-------------

Automobile Liability	\$1,000,000 per occurrence \$1,000,000 aggregate
Worker's Compensation	Statutory
Professional Liability	\$1,000,000 per occurrence \$1,000,000 aggregate

Policy Endorsements; Evidence of Insurance:

1. The Consultant shall deliver to the District Certificates of Insurance evidencing each of the policies of insurance in the coverage. Amounts required hereunder. All policies of insurance required hereunder shall be issued by the insurer(s) admitted to issue insurance by the State of California and to the reasonable satisfaction of the District. Coverage's under each policy of insurance required hereunder, whether by endorsement or otherwise, shall provide that such policy will not be modified, canceled, or allowed to expire without at least thirty (30) days advance written notice to the District.
2. Each required general comprehensive and automobile liability policy, and Worker's Compensation policy shall be endorsed with the following specific language:
 - A. The District, Board of Trustees, its officers, employees, contractors, subcontractors and the Program Manager, Kitchell CEM are named as additional insured for all liability arising out of operations by or on behalf of the named insured in the performance of this Agreement.
 - B. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies have been issued to each insured.
 - C. The insurance provided herein is primary and no insurance held or owned by the District shall be called upon to contribute to a loss.
3. Consultants Indemnity of the District to the fullest by law, the Consultant shall indemnify and hold harmless the District and its employees, officer, Board of Trustees, individual members of the Board of Trustees, agents and representatives ("the Indemnified Parties") from any and all claims demands, losses, responsibility or liabilities for: (i) injury or death of Consultant's employees arising out this Agreement; (ii) injury or death of persons or damage to property, or (iii) other costs or charges, to the extent directly arising out of or attributable, to the negligent acts, omissions, errors and/or other conduct of the Consultant or any of its Consultants or the employees, agents and representatives of the Consultant or any of its consultants in performing or providing any of the obligations, services or other work product contemplated under is Agreement, but not to the extent caused by the District or third parties not under the control or the supervision of the Consultant. The foregoing shall include without limitation, reimbursement of reasonable attorneys fees and cost incurred by the Indemnified Parties, through counsel selected by the Indemnified Parties and shall survive the termination of this Agreement until any such claim, demand, loss, responsibility or liability covered by the provisions hereof is barred by the applicable Statute

of Limitations. The indemnifications provided herein shall not be construed to extend any third party indemnification rights of any kind to any person or entity, which is not a signatory to this Agreement. In addition, the indemnifications provided herein are irrespective of the Consultant's insurance coverage.

4. Indemnity: The Consultant and District shall indemnify and hold harmless from all claims arising out of bodily injury (including death) and physical damage, other than to the Project itself and property covered insurance, which arise out of negligent or willful, acts, omissions or other conduct of the District.
5. This Agreement shall be of no force or effect until Consultant provides proof of appropriate insurance to the District.

- End -