

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

TO: MEMBERS OF THE GOVERNING BOARD

SUBJECT: CONSENT CALENDAR – HUMAN RESOURCES

REQUESTED ACTION: APPROVAL

EMPLOYMENT 2015-2016

Regular Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Jose Corpus	Custodian E00013 (Range 8/Step 1)	05/02/16
Dyan Smith	Early Learning Center Assistant (Part-Time) C00037 (Range 11/Step 1)	05/02/16

Out of Class

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Zyra Larot	Financial Aid Specialist	04/01/16 – 06/30/16	\$143.86/month \$431.58 Total
Anna Marie Troupe	Financial Aid Lead Specialist	04/01/16 – 06/30/16	\$192.40/month \$577.20 Total

Short-term/Temporary/Substitute

<u>Name</u>	<u>Assignment</u>	<u>Fund/Grant Name</u>	<u>Effective</u>	<u>Amount</u>
Anavictoria Baxter	Office Assistant	EOPS Program	04/21/16 – 06/30/16	\$11.60 hr.
Bianca Curry	Office Assistant	EOPS Program	04/21/16 – 06/30/16	\$11.60 hr.
Fiorella Polo-Espinoza	Financial Aid Student Services Assistant II	Board Financial Assistance Program	04/21/16 – 06/30/16	\$16.56 hr.

Mary Jones
Human Resources

April 8, 2016

Date Submitted

Celia Esposito-Noy, Ed.D.
Superintendent-President

April 8, 2016

Date Approved

REQUEST FOR REDUCED WORKLOAD

In accordance with section 10.2 of the CCA/CTA/NEA Collective bargaining agreement, the following instructors are requesting a reduced workload for the 2016-2017 academic year. The reduction is authorized under section 22713 of the California Education Code. The request for a reduced workload is recommended.

<u>Name</u>	<u>Position</u>	<u>Reduction</u>
Mary Gumlia	Counselor	25% Reduction
Patricia Itaya	Anatomy/Biology Instructor	50% Reduction
Brenda Tucker	Counselor	20% Reduction

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

TO: Members of the Governing Board
SUBJECT: CONSENT CALENDAR – FINANCE & ADMINISTRATION
REQUESTED ACTION: APPROVAL

PERSONAL SERVICES AGREEMENTS

Superintendent-President's Office
Celia Esposito-Noy, Superintendent-President

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Deborah J. Travis	Preparation and completion of ACCJC Substantive Change Report for Bio-manufacturing Program.	March 15, 2016 – May 31, 2016	Not to exceed \$3,000.00

Academic Affairs
Leslie Minor, Vice President

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Anita Johnson	Provide business counseling services to the Small Business Development Center.	April 21, 2016 – June 30, 2016	Not to exceed \$2,200.00
Thomas Nabarette	Sound design for Spring Awakening play.	March 7, 2016 – March 17, 2016	Not to exceed \$500.00
Nicole Sherman	Assist in advance preparation work for the Contextualized Entrepreneur Curriculum Collaborative (CECC).	April 21, 2016 – June 30, 2016	Not to exceed \$2,500.00

Yulian I. Ligioso

Vice President, Finance & Administration

April 8, 2016
Date Submitted

Celia Esposito-Noy, Ed.D.
Superintendent-President

April 8, 2016
Date Approved

Finance & Administration
Yulian Ligioso, Vice President

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Thomas A. Beckett	Provide support with Vacaville Annex activities and assistance with Executive Bonds Manager transition, as needed.	May 1, 2016 – June 30, 2016	Not to exceed \$15,000.00

Student Services
Gregory Brown, Vice President

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Dave Maudsley	2016 Collegiate Softball assignor	February 5, 2016 – April 26, 2016	Not to exceed \$300.00
Mychal Wynn	Small Group Coach, provide training to SCC personnel and mentoring to students	September 1, 2016 – May 31, 2016	Revised not to exceed \$9,000.00

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

TO: Members of the Governing Board

SUBJECT: WARRANTS

REQUESTED ACTION:

Information **OR** **Approval**
 Consent **OR** **Non-Consent**

SUMMARY:

03/07/2016	Vendor Payments	2511068698	\$12,580.00
03/07/2016	Vendor Payments	2511068699-2511068703	\$42,289.33
03/07/2016	Vendor Payments	2511068704-2511068799	\$143,983.57
03/11/2016	Vendor Payments	2511068800-2511068832	\$6,223.00
03/14/2016	Vendor Payments	2511068800-2511068835	\$14,222.69
03/14/2016	Vendor Payments	2511068836-2511068845	\$341,388.27
03/14/2016	Vendor Payments	2511068846-2511068923	\$129,203.50

CONTINUED ON NEXT PAGE:

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: _____

<i>Ed. Code: 70902 & 81656</i>	<i>Board Policy: 3240</i>	<i>Estimated Fiscal Impact: \$3,568,156.28</i>
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SUPERINTENDENT'S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Yulian Ligioso
Vice President, Finance & Administration

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7209

TELEPHONE NUMBER

Yulian Ligioso

VICE PRESIDENT APPROVAL

April 8, 2016

DATE SUBMITTED TO

SUPERINTENDENT-PRESIDENT

Celia Esposito-Noy, Ed.D.
Superintendent-President

April 8, 2016

DATE APPROVED BY

SUPERINTENDENT-PRESIDENT

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

TO: **Members of the Governing Board**

SUBJECT: **WARRANTS**

REQUESTED ACTION:

Information **OR** **Approval**
 Consent **OR** **Non-Consent**

SUMMARY:

CONTINUED FROM PREVIOUS PAGE:

03/18/2016	Vendor Payments	2511068924-2511068987	\$173,815.10
03/21/2016	Vendor Payments	2511068988-2511069002	\$424,306.38
03/21/2016	Vendor Payments	2511069003-2511069100	\$696,771.71
03/22/2016	Vendor Payments	2511069101-2511069107	\$191,638.06
03/24/2016	Vendor Payments	2511069108-2511069133	\$4,479.50
04/04/2016	Vendor Payments	2511068134	\$13,107.56
04/04/2016	Vendor Payments	2511068135-2511069147	\$720,835.68
04/04/2016	Vendor Payments	2511069148	\$269,876.95
04/04/2016	Vendor Payments	2511069149-2511069218	<u>\$383,434.98</u>
TOTAL:			\$3,568,156.28

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

TO: Members of the Governing Board

**SUBJECT: NOTICE OF COMPLETION FOR CONSTRUCTION
 SERVICES FOR B1300 COUNTER TOP REPLACEMENT
 PROJECT**

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Board approval is requested for the B1300 Counter Top Replacement Project Notice of Completion. On January 20, 2016, Commercial Design Inc., was selected to replacement existing plastic laminate counter tops in building 1300 with butch block counter tops. The work on this project is complete, and at this time the District gives notice and certifies that:

- The project has been inspected and complies with the plans and specifications;
- The contractor has completed the work;
- The contract for the project is accepted and complete; and
- Upon Board approval a Notice of Completion will be filed with Solano County for the project.

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: Necessary documentation for completed construction and renovations.

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact:</i>	<i>N/A</i>
SUPERINTENDENT'S RECOMMENDATION:		<input checked="" type="checkbox"/> APPROVAL	<input type="checkbox"/> DISAPPROVAL
		<input type="checkbox"/> NOT REQUIRED	<input type="checkbox"/> TABLE
Yulian Ligioso Vice President, Finance & Administration		Celia Esposito-Noy, Ed. D Superintendent-President	
PRESENTER'S NAME		DATE APPROVED BY	
4000 Suisun Valley Road Fairfield, CA 94534		April 8, 2016	
ADDRESS		SUPERINTENDENT-PRESIDENT	
(707) 864-7209			
TELEPHONE NUMBER			
Yulian Ligioso Vice President, Finance & Administration			
VICE PRESIDENT APPROVAL			
April 8, 2016			
DATE SUBMITTED TO			
SUPERINTENDENT-PRESIDENT			

RECORDING REQUESTED BY:

When recorded mail to:

Yulian Ligioso, VP, Finance and Administration
Solano Community College District
4000 Suisun Valley Road
Fairfield, CA 94534

Notice of Completion

State/local governmental entity recording fee when document is for the benefit of the government entity – GC6103 (no fee)
Must be recorded within 10 days after completion

In execution of this Notice, notice is hereby given that:

1. The undersigned is an owner or agent of an owner of the estate or interest stated below.
2. The name of the owner is Solano Community College District.
3. The address of the owner is 4000 Suisun Valley Road, Fairfield, CA 94534.
4. The nature of the estate or interest is: Solano Community College District in fee.
5. The name and addresses of all co-owners, if any, who hold any title or interest with the above-named owner in the property are:

NAMES

ADDRESSES

-
6. Work of modernization on the property hereinafter described was completed on: 4/20/2016
 7. The Project Name is B1300 Counter Top Replacement
 8. DSA Number (if applicable) Scope did not require DSA approval
 9. The contractor for such work of modernization is Commercial Design, Inc.
 10. The name of the contractor's Surety Co. is: This project did not require a Surety Co.
 11. The date of contract between the contractor and the above owner is 01/20/16
 12. The street address of said property is 4000 Suisun Valley Road, Fairfield, CA 94534
 13. APN # 0027-242-110
 14. The property on which said work of modernization was completed is in the City of Fairfield, County of Solano, State of California, and is described as follows: provided and installed butch block counter tops in B1300.

Date

Signature of Owner – Celia Esposito-Noy, Ed.D.
Solano Community College District

Verification

I, undersigned, say:

I am VP, Finance and Administration

(“President,” “Owner,” “Manager,” etc.)

Of the declarant of the foregoing completion; I have read said Notice of Completion and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury that the foregoing is correct and true.

Executed on _____, at _____, California.

(City or Town where signed)

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

TO: **Members of the Governing Board**

SUBJECT: **NOTICE OF COMPLETION FOR FAIRFIELD CAMPUS
SOLAR PANEL CANOPY INSTALLATION PROJECT**

REQUESTED ACTION:

Information **OR** **Approval**
 Consent **OR** **Non-Consent**

SUMMARY:

Board approval is requested for the Fairfield Campus Solar Panel Canopy Installation Project Notice of Completion. On November 7, 2012, SunPower Corporation was selected to provide and install solar panel canopies to both the North and South Parking lots on the Fairfield Campus to provide power for the campus and to provide power to be fed back into PG&E’s system. The work related to this project is complete, and at this time the District gives notice and certifies that:

- The project has been inspected and complies with the plans and specifications;
- The contractor has completed the work;
- The contract for the project is accepted and complete; and
- Upon Board approval a Notice of Completion will be filed with Solano County for the project.

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: Necessary documentation for completed construction and renovations.

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact:</i>	<i>N/A</i>
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SUPERINTENDENT’S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Yulian Ligioso
Vice President, Finance & Administration

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7209

TELEPHONE NUMBER

Yulian Ligioso
Vice President, Finance & Administration

VICE PRESIDENT APPROVAL

April 8, 2016

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Dr. Celia Esposito-Noy
Superintendent-President

April 8, 2016

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

RECORDING REQUESTED BY:

When recorded mail to:

Yulian Ligioso, VP, Finance and Administration
Solano Community College District
4000 Suisun Valley Road
Fairfield, CA 94534

Notice of Completion

State/local governmental entity recording fee when document is for the benefit of the government entity – GC6103 (no fee)
Must be recorded within 10 days after completion

In execution of this Notice, notice is hereby given that:

- 1. The undersigned is an owner or agent of an owner of the estate or interest stated below.
2. The name of the owner is Solano Community College District.
3. The address of the owner is 4000 Suisun Valley Road, Fairfield, CA 94534.
4. The nature of the estate or interest is: Solano Community College District in fee.
5. The name and addresses of all co-owners, if any, who hold any title or interest with the above-named owner in the property are:

NAMES

ADDRESSES

- 6. Work of modernization on the property hereinafter described was completed on: 4/20/16
7. The Project Name is: Fairfield Campus Solar Panel Canopy Installation
8. DSA Number (if applicable): 02-112894
9. The contractor for such work of modernization is: SunPower Corporation
10. The name of the contractor's Surety Co. is: American Contractors Indemnity Company
11. The date of contract between the contractor and the above owner is: 11/7/12
12. The street address of said property is: 4000 Suisun Valley Road, Fairfield, CA 94534
13. APN #: 0027-242-110
14. The property on which said work of modernization was completed is in the City of Fairfield, County of Solano, State of California, and is described as follows: Installation of new solar panel canopies to the North and South Parking lots.

Date
Ed.D.

Signature of Owner – Celia Esposito-Noy,
Solano Community College District

Verification

I, undersigned, say:

I am Vice President, Finance and Administration
(President, Owner, Manager, etc.)

Of the declarant of the foregoing completion; I have read said Notice of Completion and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury that the foregoing is correct and true.

Executed on , at , California.

RECORDING REQUESTED BY:

(City or Town where signed)

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

TO: Members of the Governing Board

**SUBJECT: NOTICE OF COMPLETION FOR CONSTRUCTION
SERVICES FOR SMALL CAPITAL PROJECTS
TECHNOLOGY CLASSROOMS IMPLEMENTATION AND
B1800 CLASSROOM IMPROVEMENTS**

REQUESTED ACTION:

Information **OR** Approval
 Consent **OR** Non-Consent

SUMMARY:

Board approval is requested for the Small Capital Projects Technology Classrooms Implementation and B1800 Classroom Improvements Notice of Completion. On August 5, 2015, Integrity Data and Fiber, Inc., was selected to provide and install data ports in the technology classrooms and B1800. The work related to this project is complete, and at this time the District gives notice and certifies that:

- The project has been inspected and complies with the plans and specifications;
- The contractor has completed the work;
- The contract for the project is accepted and complete; and
- Upon Board approval a Notice of Completion will be filed with Solano County for the project.

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: Necessary documentation for completed construction and renovations.

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact:</i>	<i>N/A</i>
SUPERINTENDENT'S RECOMMENDATION:		<input checked="" type="checkbox"/> APPROVAL	<input type="checkbox"/> DISAPPROVAL
		<input type="checkbox"/> NOT REQUIRED	<input type="checkbox"/> TABLE
Yulian Ligioso Vice President, Finance & Administration			
PRESENTER'S NAME			
4000 Suisun Valley Road Fairfield, CA 94534			
ADDRESS		Celia Esposito-Noy, Ed. D Superintendent-President	
(707) 864-7209			
TELEPHONE NUMBER			
Yulian Ligioso Vice President, Finance & Administration		April 8, 2016	
VICE PRESIDENT APPROVAL		DATE APPROVED BY	
April 8, 2016		SUPERINTENDENT-PRESIDENT	
DATE SUBMITTED TO			
SUPERINTENDENT-PRESIDENT			

RECORDING REQUESTED BY:

When recorded mail to:

Yulian Ligioso, VP, Finance and Administration
Solano Community College District
4000 Suisun Valley Road
Fairfield, CA 94534

Notice of Completion

*State/local governmental entity recording fee when document is for the benefit of the government entity – GC6103 (no fee)
Must be recorded within 10 days after completion*

In execution of this Notice, notice is hereby given that:

1. The undersigned is an owner or agent of an owner of the estate or interest stated below.
2. The name of the owner is Solano Community College District.
3. The address of the owner is 4000 Suisun Valley Road, Fairfield, CA 94534.
4. The nature of the estate or interest is: Solano Community College District in fee.
5. The name and addresses of all co-owners, if any, who hold any title or interest with the above-named owner in the property are:

NAMES

ADDRESSES

-
6. Work of modernization on the property hereinafter described was completed on: 4/20/2016
 7. The Project Name is Small Capital Projects Technology Classroom Implementation and B1800 Classroom Improvements Project
 8. DSA Number (if applicable) Scope did not require DSA approval
 9. The contractor for such work of modernization is Integrity Data & Fiber, Inc.
 10. The name of the contractor's Surety Co. is American Contractors Indemnity Company
 11. The date of contract between the contractor and the above owner is 8/5/15
 12. The street address of said property is 4000 Suisun Valley Road, Fairfield, CA 94534
 13. APN # 0027-242-110
 14. The property on which said work of modernization was completed is in the City of Fairfield, County of Solano, State of California, and is described as follows: provided additional data ports in the technology classrooms and in building 1800.

Date

Signature of Owner – Celia Esposito-Noy, Ed.D.
Solano Community College District

Verification

I, undersigned, say:

I am VP, Finance and Administration

(“President,” “Owner,” “Manager,” etc.)

Of the declarant of the foregoing completion; I have read said Notice of Completion and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury that the foregoing is correct and true.

Executed on _____, at _____, California.
(City or Town where signed)

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: RESIGNATION TO RETIRE

REQUESTED ACTION:

- Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Name Deborah Luttrell-Williams
Assignment & Years of Service Administrative Assistant – IV Career Tech and Business
33 years and 10 months of service at SCC
Effective 06/30/2016

STUDENT SUCCESS IMPACT:

- Help students achieve their educational, professional and personal goals
 Basic skills education
 Workforce development and training
 Transfer-level education
 Other: Human Resources

Ed. Code: N/A Board Policy: N/A Estimated Fiscal Impact: N/A

SUPERINTENDENT'S RECOMMENDATION:

- APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Mary Jones
Human Resources

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7263

TELEPHONE NUMBER

Celia Esposito-Noy, Ed.D.
Superintendent-President

VICE PRESIDENT APPROVAL

April 8, 2016

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

April 8, 2016

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: RESOLUTION DESIGNATING CLASSIFIED SCHOOL
EMPLOYEE WEEK AT SOLANO COMMUNITY
COLLEGE DISTRICT, RESOLUTION NO. 15/16 - 28

REQUESTED ACTION:

- Information OR Approval
 Consent OR Non-Consent

SUMMARY:

In recognition of the valuable contributions made by members of the Classified Staff to the educational achievements of Solano Community College District, the Governing Board hereby designates May 16-20, 2016, as Classified Employee Week.

STUDENT SUCCESS IMPACT:

- Help students achieve their educational, professional and personal goals
 Basic skills education
 Workforce development and training
 Transfer-level education
 Other: Human Resources

Ed. Code: 88270	Board Policy: N/A	Estimated Fiscal Impact: N/A
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SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Mary Jones.
Human Resources

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7263

TELEPHONE NUMBER

Celia Esposito-Noy, Ed.D.
Superintendent-President

VICE PRESIDENT APPROVAL

April 8, 2016

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT

April 8, 2016

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

RESOLUTION DESIGNATING CLASSIFIED SCHOOL EMPLOYEE WEEK

RESOLUTION NO. 15/16-28

WHEREAS, Classified professionals provide valuable services to the institution and students of the Solano Community College District;

WHEREAS, Classified professionals contribute to the establishment and promotion of a positive instructional environment;

WHEREAS, Classified professionals serve a vital role in providing for the welfare and safety of Solano Community College District's students;

WHEREAS, Classified employees of Solano Community College District consistently demonstrate their commitment to high standards and principles of shared governance, higher education, employment, health, safety, and community outreach; and

WHEREAS, Classified professionals employed by the Solano Community College District strive for excellence in all areas relative to the educational community;

THEREFORE, BE IT RESOLVED, That the Solano Community College District hereby recognizes and wishes to honor the contribution of the classified professionals to quality education in the state of California and in the Solano Community College District and declares the week of May 16-20, 2016, as Classified School Employee Week in the Solano Community College District.

PASSED AND ADOPTED, This 20th day of April 2016, by the Governing Board of Solano Community College District of Solano County, California.

MICHAEL A. MARTIN, BOARD PRESIDENT

CELIA ESPOSITO-NOY, Ed.D., SECRETARY

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

TO: Members of the Governing Board

**SUBJECT: PACIFIC GAS AND ELECTRIC COMPANY (PG&E)
 REQUEST FOR EASEMENT ON SOLANO COMMUNITY
 COLLEGE ROCKVILLE ROAD PROPERTY**

REQUESTED ACTION:

- Information **OR** Approval
 Consent **OR** Non-Consent

SUMMARY:

Pacific Gas and Electric Company (PG&E) is proposing to relocate three utility poles that are currently on a conservation area. PG&E has an existing easement that runs from Rockville Road to Interstate-80. Part of the line is on property that is owned by Solano Community College (Assessor Parcel Number 0027-242-120). The new location of the poles will be 60 feet west of the existing line, which is located on the College's property.

Attached is a copy of the easement and map showing the area.

Board approval is requested to grant PG&E the easement.

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
 Basic skills education
 Workforce development and training
 Transfer-level education
 Other: _____

<i>Ed. Code:</i>	<i>Board Policy: 3225</i>	<i>Estimated Fiscal Impact: N/A</i>
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SUPERINTENDENT'S RECOMMENDATION:	<input checked="" type="checkbox"/> APPROVAL	<input type="checkbox"/> DISAPPROVAL
	<input type="checkbox"/> NOT REQUIRED	<input type="checkbox"/> TABLE

Yulian Ligioso
 Vice President, Finance & Administration

PRESENTER'S NAME

4000 Suisun Valley Road
 Fairfield, CA 94534

ADDRESS

(707) 864-7209

TELEPHONE NUMBER

Yulian Ligioso

VICE PRESIDENT APPROVAL

April 8, 2016

DATE SUBMITTED TO

SUPERINTENDENT-PRESIDENT

Celia Esposito-Noy, Ed.D.
 Superintendent-President

April 8, 2016

DATE APPROVED BY

SUPERINTENDENT-PRESIDENT

**RECORDING REQUESTED BY AND
RETURN TO:**

***PACIFIC GAS AND ELECTRIC COMPANY
Land Services Office 245 Marker St,
N10A, Room 1015
P.O. Box 770000 San Francisco, California 94177***

Location: City/Uninc _____

Recording Fee \$ _____

Document Transfer Tax \$ _____

- This is a conveyance where the consideration and Value is less than \$100.00 (R&T 11911).
- Computed on Full Value of Property Conveyed, or
- Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale

Signature of declarant or agent determining tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

LD# 2405-02-1131

EASEMENT DEED

SOLANO COUNTY JUNIOR COLLEGE DISTRICT,

hereinafter called Grantor, hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called Grantee, the right from time to time to construct, reconstruct, install, inspect, maintain, replace, remove, and use facilities of the type hereinafter specified, together with a right of way therefor, within the easement area as hereinafter set forth, and also ingress thereto and egress therefrom, over and across the lands of Grantor situate in the County of Solano, State of California, described as follows:

(APN 0027-242-120)

The parcel of land described in the deed from Louise Marie Martin and William H.M. Smith to Solano County Junior College District dated July 11, 1967 and recorded in Book 1462 of Official Records at page 533, Solano County Records.

Said facilities and easement area are described as follows:

Such poles, aerial wires, cables, electrical conductors with associated crossarms, braces, transformers, anchors, guy wires and cables, guy stubs, fixtures and appurtenances, as Grantee deems necessary for the distribution of electric energy and communication purposes located within the strips of land described as follows:

Strip 1

A strip of land of the uniform width of 30 feet and lying 15 feet on each side of the line described as follows:

Commencing at the found brass pin street monument, as shown on the map filed for record November 20, 1969 in Book 24 of Maps at page 78, Solano County; thence

(a) south 00°52'27" west 2049.29 feet to the TRUE POINT OF BEGINNING; thence

(1) south 09° 05' 23" west 377.80 feet

to a point herein for convenience called Point "A"; thence

(2) south 33°11'40" east 58.43 feet

to a point within the boundary lines of said lands.

Strip 2

A strip of land of the uniform width of 10 feet extending northwesterly from the centerline of the strip of land hereinbefore described and designated Strip 1 and lying 5 feet on each side of the line described as follows:

Beginning at said Point "A" and running
(1) north 33°11'40" west 45.52 feet
to a point within the boundary lines of said lands.

Excepting therefrom the strip of land herein described as Strip 1.

The foregoing descriptions are based on a survey made by Grantee in February 2016. The basis of bearings used is based on a course according to the Record of Survey Map filed November 20, 1969 in Book 24 of Maps at page 78, Solano County Records, that has a bearing of North 00°46'00" West and a distance of 271.65 feet.

Grantor hereby confirms in Grantee all necessary rights for Grantee's existing poles, wires and other appurtenances located on said lands.

Grantor further grants to Grantee the right, from time to time, to trim or to cut down any and all trees and brush now or hereafter within said easement area, and shall have the further right, from time to time, to trim and cut down trees and brush along each side of said easement area which now or hereafter in the opinion of Grantee may interfere with or be a hazard to the facilities installed hereunder, or as Grantee deems necessary to comply with applicable state or federal regulations.

Grantor shall not erect or construct any building or other structure or drill or operate any well within said easement area.

Grantor further grants to Grantee the right to assign to another public utility as defined in Section 216 of the California Public Utilities Code the right to install, inspect, maintain, replace, remove and use communications facilities within said easement area (including ingress thereto and egress therefrom).

The legal description herein, or the map attached hereto, defining the location of this utility distribution easement, was prepared by Grantee pursuant to Section 8730 (c) of the Business and Professions Code.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto.

Dated: _____, _____.

SOLANO COUNTY JUNIOR COLLEGE
DISTRICT,

By _____

By _____

Attach to LD 2405-02-1131
Area 6 Sacramento Division
Land Service Office: Sacramento
Operating Department: Electric Distribution
USGS location (MDM and T05N, R02W, Sec. 32, W ½)
Suisun Rancho
FERC License Number(s): N/A
PG&E Drawing Number(s): L-05-02-32
PLAT NO.: T-0907
LD of any affected documents: N/A
LD of any Cross-referenced documents: N/A
TYPE OF INTEREST: 03, 06, 43
SBE Parcel Number: N/A
(For Quitclaims, % being quitclaimed):
Order #: 30996468
JCN: N/A
County: Solano
Utility Notice Numbers: N/A
851 Approval Application No. N/A Decision N/A
Prepared By: PXA0
Checked By: RWW0

(This page must be recorded with document)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____)

On _____, before me, _____,
Here insert name and title of the officer

personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

(Seal)

CAPACITY CLAIMED BY SIGNER

- Individual(s) signing for oneself/themselves
- Corporate Officer(s) of the above named corporation(s)
- Trustee(s) of the above named Trust(s)
- Partner(s) of the above named Partnership(s)
- Attorney(s)-in-Fact of the above named Principal(s)
- Other _____

SUISUN RANCHO

ROCKVILLE ROAD

ROAD

BASIS OF BEARINGS:

The bearings used are based on a survey made by Grantee in February 2016. The basis of bearings used is based on a course according to the Record of Survey Map filed November 20, 1969 in Book 24 of Maps at page 78, Solano County Records, that has a bearing of North 00°46'00" West and a distance of 271.65 feet.

LINE TABLE		
LINE	BEARING	DISTANCE
Strip 1	S 09°05'23" W	377.80'
Strip 1 (cont.)	S 33°11'40" E	58.43'
Strip 2	N 33°11'40" W	45.52'
TIE	S 00°52'27" W	2049.29'

Rockville Road
APN: 0027-200-020

William C. Robbins
APN: 0027-251-100

Solano Cnty. Jr.
College Distr.
APN: 0027-242-110

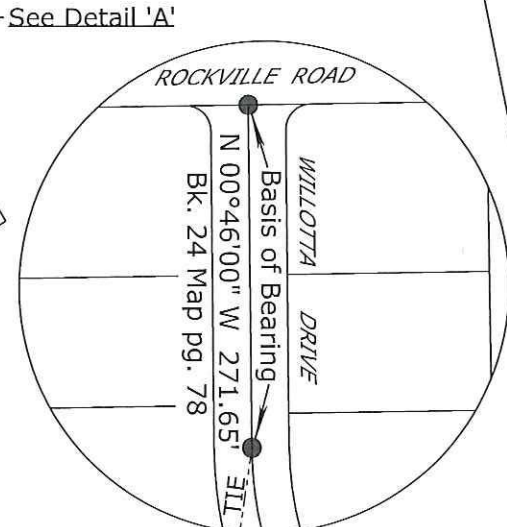
SOLANO COUNTY JUNIOR COLLEGE DISTRICT

APN: 0027-242-120
Bk. 1462 O.R. pg. 534
Dated July 11, 1967
Solano County Records

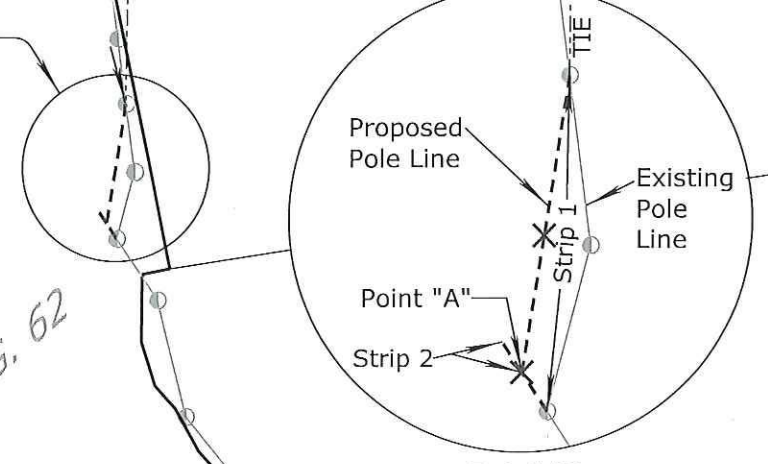
BK. 10 R.S. PG. 62

Roman Catholic Bishop of Sacto
APN: 0027-350-110

INTERSTATE 80



Detail 'A'
N.T.S.



Detail 'B'
N.T.S.

LEGEND:

- Found Brass Pin Street Monument Per Book 24 of Maps Page 78 Filed for Record November 20, 1969, Solano County Records
- PG&E 30' Wide Elec. Esmnt. (Strip 1)
- PG&E 10' Wide Anchor Esmnt. (Strip 2)
- Existing Pole
- × Proposed Electric Pole

UNLESS OTHERWISE SHOWN ALL COURSES
EXTEND TO OR ALONG BOUNDARIES OR LINES

Applicant:

Pacific Gas & Electric Company

SCALE
1" = 600'

DATE
02/12/16

SECTION (W 1/2 Sec. 32)	TOWNSHIP (T.05N.)	RANGE (R.02W.)	MERIDIAN (M.D.M.)	COUNTY OF: Solano	CITY OF: Unincorporated
PLAT MAP REFERENCES T-0907				F.B.: DR.BY: PXAO	CH.BY: RWVO
PG&E		Sacramento DIVISION	30996468 AUTHORIZ	L-05-02-32 DRAWING NO.	

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

TO: **Members of the Governing Board**

SUBJECT: **RETIREE HEALTH BENEFITS ACTUARIAL STUDY BY
TOTAL COMPENSATION SYSTEMS, INC.**

REQUESTED ACTION:

- Information** **OR** **Approval**
 Consent **OR** **Non-Consent**

SUMMARY:

The District contracted with Total Compensation Systems, Inc. (TCS) to conduct its bi-annual retiree health benefits actuarial study, as required by Governmental Accounting Standards Board (GASB) 43 and 45. The last study was completed in 2013.

Mr. Geoff Kischuk, President of Total Compensation Systems, Inc., will be present to discuss the report and answer questions from the Governing Board. A copy of the report is provided to the Board under separate cover, copies of which may be obtained in the Office of the Superintendent-President or Office of the Vice President of Finance and Administration.

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
 Basic skills education
 Workforce development and training
 Transfer-level education
 Other: _____

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: N/A</i>
------------------	----------------------	-------------------------------------

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

Yulian Ligioso
Vice President, Finance & Administration

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7209

TELEPHONE NUMBER

Yulian Ligioso
Vice President, Finance & Administration

VICE PRESIDENT APPROVAL

April 8, 2016

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Celia Esposito-Noy, Ed.D.
Superintendent-President

April 8, 2016

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: **Members of the Governing Board**

SUBJECT: **MEASURE G & Q BOND FINANCIAL AND
PERFORMANCE AUDIT FOR 2014-2015**

REQUESTED ACTION:

- Information** **OR** **Approval**
 Consent **OR** **Non-Consent**

SUMMARY:

Proposition 39 requires that the local community college Governing Board:

a) Conduct an annual, independent performance audit to ensure that funds have been expended only on the specific projects listed in the ballot language.

b) Conduct an annual, independent financial audit of the proceeds from the sale of the bonds until all the funds have been expended for school facility projects.

Vavrinek, Trine, Day & Company LLP, Certified Public Accountants, has been engaged to conduct the Measure G & Q Bond Financial and Performance Audit for Fiscal Year 2014-2015.

At this time, District staff requests acceptance of the Measure G Bond Financial and Performance Audit for Fiscal Year 2014-2015.

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
 Basic skills education
 Workforce development and training
 Transfer-level education
 Other: _____

<i>Ed. Code:</i>	<i>Board Policy: 3390</i>	<i>Estimated Fiscal Impact: N/A</i>
------------------	---------------------------	-------------------------------------

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

Yulian Ligioso
Vice President, Finance & Administration

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7209

TELEPHONE NUMBER

Yulian Ligioso

VICE PRESIDENT APPROVAL

April 8, 2016

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Celia Esposito-Noy, Ed.D.
Superintendent-President

April 8, 2016

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: CONTRACT AWARD TO HM CONSTRUCTION FOR
CONTRACTOR SERVICES PROJECT NO. 16-017,
ASPHALT REPAIR PROJECT

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Board approval is requested for award of a contract to HM Construction to provide contractor services for the Asphalt Repair Project No. 16-017. The scope includes, repair the asphalt surface between the access road at the football and baseball stadiums, grind down tree roots that caused the asphalt to lift, clean area, re-compact subgrade for paving, install 3 1/2" compacted asphalt and seal.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: Repair existing asphalt surface for safety and welfare

<i>Ed. Code:</i>	<i>Board Policy: 3225;3520</i>	<i>Estimated Fiscal Impact: \$24,900 State Funds</i>
SUPERINTENDENT'S RECOMMENDATION:		<input checked="" type="checkbox"/> APPROVAL <input type="checkbox"/> DISAPPROVAL <input type="checkbox"/> NOT REQUIRED <input type="checkbox"/> TABLE
James Buchanan Interim Facilities Director		
PRESENTER'S NAME 4000 Suisun Valley Road Fairfield, CA 94534		
ADDRESS		Celia Esposito-Noy, Ed.D. Superintendent-President
(707) 864-7000 Ext. 7154		
TELEPHONE NUMBER Yulian Ligioso Vice President, Finance & Administration		April 8, 2016
VICE PRESIDENT APPROVAL		DATE APPROVED BY SUPERINTENDENT-PRESIDENT
April 8, 2016		
DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT		

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO HM CONSTRUCTION FOR
CONTRACTOR SERVICES PROJECT NO. 16-017,
ASPHALT REPAIR PROJECT**

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Formal advertising was issued and a public bid was held April 5, 2016. The following bids were received:

	BASE BID
Keller Engineering	\$35,228.93
Alaniz Construction, Inc.	\$30,000.00
HM Construction	\$24,900.00
Goebel Construction	\$31,600.00

It was determined that HM Construction was the lowest responsible and responsive bid.

The Board is asked to approve a contract to HM Construction in the amount of \$24,900.

AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO THIS 20th DAY OF April, 2016, by and between the Solano Community College District ("District") and HM Construction, 2129 Drake Lane, Hercules, CA 94547 ("Contractor") ("Agreement").

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

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

PROJECT: **NO. 16-017, ASPHALT REPAIR PROJECT**

("Project" or "Contract" or "Work")

Work includes, but is not limited to:

1. Located at Solano College between the access road at Football Stadium and Baseball Stadium. There are seven separate locations measuring:
 - 48' by 12'
 - 9' by 6'
 - 87' by 12'
 - 15' by 12'
 - 45' by 12'
 - 6' by 6'
 - 31' by 12'
2. Saw cut these areas, remove asphalt haul spoils offsite, grind down the tree roots that are causing the asphalt to lift. Clean area, re-compact subgrade prep for paving. Install 3 ½" and compacted asphalt.
3. Roadway where asphalt repairs were done between Football Stadium and Baseball Field: Clean area to be sealed with stiff-bristled broom followed by the uses of high powered blowers. This will be an application on approximately 9616 square feet, Steelguard sealer will be uses for this application.
4. Remove and replace concrete drainage apron measuring approximately 2' by 21' adjacent to repaired asphalt road.

Work shall be completed by May 17, 2016.

It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents including, without limitation, the Drawings and Specifications and submission of all documents required to secure funding or by the Division of the State Architect for close-out of the Project, under the direction and supervision of, and subject to the approval of, the District or its authorized representative.

2. **The Contract Documents:** The complete Contract consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
3. **Interpretation of Contract Documents:** Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 18 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.
4. **Time for Completion:** It is hereby understood and agreed that the work under this contract shall be completed within Thirty (30) consecutive calendar days ("Contract Time") from the date specified in the District's Notice to Proceed.
5. **Completion-Extension of Time:** Should the Contractor fail to complete this Contract, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its work with the Work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.
6. **Liquidated Damages:** Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of **Five Hundred dollars (\$500.00)** per day as liquidated damages for each and every day's delay beyond the time herein prescribed in finishing the Work.

It is hereby understood and agreed that this amount is not a penalty.

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

The time during which the Contract is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as the District may grant. This

provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

7. **Loss Or Damage:** The District and its authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold the District and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever.
8. **Insurance and Bonds:** Before commencing the Work, Contractor shall provide all required certificates of insurance, and payment and performance bonds as evidence thereof.
9. **Prosecution of Work:** If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this contract, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
10. **Authority of Architect, Project Inspector, and DSA:** Contractor hereby acknowledges that the Architect(s), the Project Inspector(s), and the Division of the State Architect have authority to approve and/or stop Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. The Contractor shall be liable for any delay caused by its non-compliant Work.
11. **Assignment of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.
12. **Classification of Contractor's License:** Contractor hereby acknowledges that it currently holds valid **Type A - General Engineering or C12**, Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.
13. **Registration as Public Works Contractor:** The Contractor and all Subcontractors currently are registered as public works contractors with the Department of Industrial Relations, State of California, in accordance with Labor Code section 1771.4.
14. **Payment of Prevailing Wages:** The Contractor and all Subcontractors shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in

which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.

15. This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4 and Title 8 of the California Code of Regulations. Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of Division 2, Part 7, Chapter 1, of the Labor Code, including, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate electronic certified payroll records as required by the Contract Documents, or the District may not issue payment.
16. **Contract Price:** In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

Twenty-Four Thousand and Nine Hundred Dollars

(\$24,900.00),

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

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

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

CONTRACTOR

DISTRICT

HM CONSTRUCTION .

SOLANO COMMUNITY COLLEGE DISTRICT

By: _____

By: _____
YULIAN LIGIOSO

Title: _____

Title: VP, Finance & Administration

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

END OF DOCUMENT

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: CONTRACT AWARD TO GREENTECH INDUSTRY, INC.
FOR CONTRACTOR SERVICES FOR PROJECT
NO. 16-001, POOL DECK REPAIR PROJECT

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Board approval is requested for award of a contract to Greentech Industry, Inc. to provide contractor services for the Pool Deck Repair Project No. 16-001. The scope includes, replacing the slot drainage system, repair of concrete decking and installation of new deck coating, replacement of concrete lid covers, installation of two life anchors, relocation of two metal storage buildings and removal of lifeguard anchors and wood frame storage building.

Formal advertising was issued and a public bid was held April 5, 2016. Greentech Industry was the only bid received and was determined to be responsible and responsive.

The Board is asked to approve a contract to Greentech Industry, Inc. in the amount of \$289,580.

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: _____

Ed. Code: Board Policy: Estimated Fiscal Impact: \$289,580 State Funds

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

James Buchanan
Interim Facilities Director

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7000 Ext. 7154

TELEPHONE NUMBER

Yulian Ligioso

VICE PRESIDENT APPROVAL

April 8, 2016

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Celia Esposito-Noy, Ed.D.
Superintendent-President

April 8, 2016

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

AGREEMENT FOR CONSTRUCTION SERVICES (SMALL PROJECTS)

AGREEMENT NUMBER 01

THIS CONTRACT is made and entered into this on the 20th of April 2016, by and between Greentech Industry Inc. ("Contractor") and Solano Community College District ("District") ("Contract").

1. The Contractor shall furnish to the District for a total price of Two Hundred Eight-Nine Thousand and Eight Hundred and Fifty Dollars (\$289,850.00) ("Contract Price"), the following services ("Services" or "Work") for the Pool Deck Repair Project (#16-011):
 1. Add Scope of Work
2. Contractor shall perform the Work at Fairfield Campus for Solano Community College ("Site"). The Project is the scope of Work performed at the Site.
3. Work shall be completed no later than (insert date) ("Contract Time").
4. Contractor agrees that if the Work is not completed within the Contract Time and/or pursuant to the completion schedule, construction schedule, or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged, and agreed that the District will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Contractor shall pay to the District, as fixed and liquidated damages for these incalculable damages, the sum of Fifty Dollars (\$50.00) per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule, or project milestones established pursuant to the Contract.
5. The Contract Documents include only the following documents, as indicated:

<input type="checkbox"/> Notice to Bidders	<input checked="" type="checkbox"/> Asbestos & Other Hazardous Materials Certification
<input type="checkbox"/> Instructions to Bidders	<input checked="" type="checkbox"/> Lead-Product(s) Certification
<input type="checkbox"/> Bid Form and Proposal	<input type="checkbox"/> Roofing Project Certification
<input type="checkbox"/> Bid Bond	<input checked="" type="checkbox"/> Insurance Certificates and Endorsements
<input type="checkbox"/> Designated Subcontractors List	<input checked="" type="checkbox"/> Performance Bond
<input type="checkbox"/> Notice to Proceed	<input checked="" type="checkbox"/> Payment Bond
<input checked="" type="checkbox"/> Terms and Conditions to Contract	<input type="checkbox"/> Specifications
<input checked="" type="checkbox"/> Non-collusion Declaration	<input type="checkbox"/> Plans
<input checked="" type="checkbox"/> Prevailing Wage Certification	
<input checked="" type="checkbox"/> Workers' Compensation Certification	
<input checked="" type="checkbox"/> Drug-Free Workplace Certification	
<input checked="" type="checkbox"/> Tobacco-Free Environment Certification	
6. Contractor shall not commence the Work under this Contract until the Contractor has submitted and the District has approved the performance bond, payment (labor and material) bond, the certificate(s) and affidavit(s), and the endorsement(s) of insurance required under the Terms and Conditions and the District has issued a Notice to Proceed.

7. Payment for the Work shall be made in accordance with the Terms and Conditions.
8. The project manager on the Project is Robert Collins ("Project Manager") Contractor hereby acknowledges that the Project Manager and District Representative have the authority to approve and/or stop Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. No work shall be carried on except with the knowledge and under the inspection of said Project Manager. Project Manager have free access to any or all parts of work at any time. Contractor shall furnish Project Manager opportunities for obtaining such information as may be necessary to keep Project Manager fully informed respecting progress, manner of work, and character of materials. The Contractor shall be liable for any delay caused by its non-compliant Work or its failure to provide proper notification for inspection.
9. Inspection and acceptance of the Work shall be performed by Project Manager.
10. Any notice required or permitted to be given under this Contract shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

11.

District

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

ATTN: James Buchanan/Robert Collins

Contractor

Greentech Industry Inc.

1850 Gateway Blvd #265
Concord, CA 94520

ATTN: Nick Jeter

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

12. Contractor shall guarantee all labor and material used in the performance of this Contract for a period of one year from the date of the District's written approval of the Work.
13. This Contract incorporates by this reference the Terms and Conditions attached hereto. Contractor, by executing this Contract, agrees to comply with all the Terms and Conditions.
14. Each party has the full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party has been properly authority and empowered to enter into this Contract.
15. By signing this Agreement, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct.

ACCEPTED AND AGREED on the date indicated below:

Dated: _____, 2016

Dated: _____, 2016

Solano Community College District

Contractor: Greentech Industry Inc.

Signature: _____

Signature: _____

Print Name: YULIAN LIGIOSO

Print Name: _____

Print Title: VP, Finance & Administration

Print Title: _____

Address: _____

License No.: _____

Telephone: _____

Registration No.: _____

Facsimile: _____

Address: _____

E-Mail: _____

Telephone: _____

Facsimile: _____

E-Mail: _____

Information regarding Contractor:

Type of Business Entity:

- ___ Individual
- ___ Sole Proprietorship
- ___ Partnership
- ___ Limited Partnership
- ___ Corporation, State: _____
- ___ Limited Liability Company
- ___ Other: _____

Employer Identification and/or
Social Security Number

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

TERMS AND CONDITIONS TO CONTRACT

1. **NOTICE TO PROCEED:** District shall provide a Notice to Proceed to Contractor pursuant to the Contract at which time Contractor shall proceed with the Work.
2. **STANDARD OF CARE:** Contractor shall perform, diligently prosecute and complete the Work in a good and workmanlike manner within the Contract Time, and in strict conformity with all Contract Documents.
3. **SITE EXAMINATION:** Contractor has examined the Site and certifies that it accepts all measurements, specifications and conditions affecting the Work to be performed at the Site. By submitting its quote, Contractor warrants that it has made all Site examination(s) that it deems necessary as to the condition of the Site, its accessibility for materials, workers and utilities, and

Contractor's ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site.

4. **PERMITS, LICENSES AND REGISTRATION:** Contractor and all of its employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, all licenses, registration and permits as are required by law, in connection with the furnishing of materials, supplies, or services herein listed.
5. **EQUIPMENT AND LABOR:** Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in the Work specifications attached hereto.
6. **SUBSTITUTIONS:** No substitutions of material from those specified in the Work Specifications shall be made without the prior written approval of the District. Contractor shall be responsible for any re-design costs occasioned by District's acceptance and/or approval of any substitute, as well as any costs that the District incurs for professional services, including DSA fees. District may deduct those costs from any amounts owing to Contractor for the review of the request for substitution, even if the request for substitution is not approved. Contractor shall, in the event that a substitute is less costly than that specified, credit the District with one-hundred percent (100%) of the net difference between the substitute and the originally specified material.
7. **INDEPENDENT CONTRACTOR STATUS:** While engaged in carrying out the Services of this Contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District. Contractor shall be solely responsible for its own Worker's Compensation insurance, taxes, and other similar charges or obligations. Contractor shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.
8. **CONTRACTOR SUPERVISION:** Contractor shall provide competent supervision of personnel employed on the job Site, use of equipment, and quality of workmanship.
9. **WORKERS:** Contractor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without written consent from the District.
10. **SUBCONTRACTORS:** Subcontractors, if any, engaged by the Contractor for any Service or Work under this Contract shall be subject to the approval of the District. Contractor agrees to bind every subcontractor by the terms of the Contract as far as such terms are applicable to subcontractor's work, including, without limitation, all indemnification, insurance, bond, and warranty requirements. If Contractor shall subcontract any part of this Contract, Contractor shall be fully responsible to the District for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in the Contract Documents shall create any contractual relations between any subcontractor and the District.
11. **SAFETY AND SECURITY:** Contractor is responsible for maintaining safety in the performance of this Contract. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on campus.
12. **CLEAN UP:** Debris shall be removed from the Site. The Site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.
13. **PROTECTION OF WORK AND PROPERTY:** Contractor shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public, and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.

14. **FORCE MAJEURE:** The Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, product, plant, or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Contractor.
15. **CORRECTION OF ERRORS:** Contractor shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care required herein.
16. **ACCESS TO WORK:** District representatives, Architect, and Project Inspector shall at all time have access to the Work wherever it is in preparation or in progress. Contractor shall provide safe and proper facilities for such access.
17. **OCCUPANCY:** District reserves the right to occupy buildings at any time before formal Contract completion and such occupancy shall not constitute final acceptance or approval of any part of the Work covered by this Contract, nor shall such occupancy extend the date specified for completion of the Work.
18. **PAYMENT:** On a monthly basis, Contractor shall submit an application for payment based upon the estimated value for materials delivered or services performed under the Contract as of the date of submission ("Application for Payment"). Within thirty (30) days after District's approval of the Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as verified by Architect and Inspector and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The District may withhold or deduct from any payment an amount necessary to protect the District from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the District in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop payment notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract price or by the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of the Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by District during the prosecution of the Work; (9) erroneous or false estimates by the Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages, as determined by the District, incurred by the District for which Contractor is liable under the Contract; and (11) any other sums which the District is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including section 1727 of the California Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to such sums. The District shall retain 5% from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107, 7200 and 7201.
19. **CHANGE IN SCOPE OF WORK:** Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District. Contractor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Contractor also agrees to provide the District with all information requested to substantiate the cost of the change order and to inform the District whether the Work will be done by the Contractor or a subcontractor. In addition to any other information requested, Contractor shall submit, prior to approval of the change order, its request for a time extension (if any), as well as all information necessary to substantiate its belief that such change will delay the completion of the Work. If Contractor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.

20. **INDEMNIFICATION:** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold harmless the District, their agents, representatives, officers, consultants, employees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising from personal or bodily injuries, death, property damage, or otherwise arising out of, connected with, or resulting from the performance of this Contract unless the claims are caused wholly by the sole or active negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the District.
21. **PAYMENT BOND AND PERFORMANCE BOND:** Contractor shall not commence the Work until it has provided to the District, in a form acceptable to the District, a Payment (Labor and Material) Bond and a Performance Bond, each in an amount equivalent to one hundred percent (100%) of the Contract Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District.
22. **CONTRACTOR'S INSURANCE:**
- 27.1 The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

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

- 27.1.1 **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Contractor, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)
- 27.1.2 **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.
- 27.2 **Proof of Carriage of Insurance.** The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

- 27.2.1 A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
- 27.2.2 Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
- 27.2.3 An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.
- 27.2.4 All policies except the Professional Liability, Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.
- 27.3 **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District
28. **WARRANTY/QUALITY:** Unless a longer warranty is called for elsewhere in the Contract Documents, the Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from filing the Notice of Completion with the county in which the Site is located. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.
29. **CONFIDENTIALITY:** The Contractor shall maintain the confidentiality of all information, documents, programs, procedures, and all other items that Contractor encounters while performing the Contractor's Services to the extent allowed by law. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes all student, parent, and disciplinary information.
30. **COMPLIANCE WITH LAWS:** Contractor shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.
31. **LABOR CODE REQUIREMENTS:** The Contractor shall comply with all applicable provisions of the California Labor Code, Division 3, Part 7, Chapter 1, Articles 1 – 5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars (\$1,000). Copies of the prevailing rate of per diem wages are on file with the District. In addition, the Contractor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the California Labor Code, beginning with Section 1720, and including Section 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts.
- 31.1 **Labor Compliance:** Contractor specifically acknowledges and understands that the Contractor shall perform the Work of the Project while complying with all the applicable regulations, including section 16000, et seq., of Title 8 of the California Code of

Regulations and is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations.

- 31.2 **Certified Payroll Records:** Contractor and its subcontractor(s) shall keep accurate certified payroll records of workers using the Public Work Payroll Reporting Form, including the certification (DIR Form A-1-131 or current version) and shall electronically submit certified payroll records directly to the Labor Commissioner weekly and within ten (10) days of any request by the District or the Labor Commissioner.
32. **ANTI-DISCRIMINATION:** It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Consultant agrees to require like compliance by all of its subcontractor(s).
33. **ANTI-TRUST CLAIM:** Contractor and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the parties.
34. **DISPUTES:** In the event of a dispute between the parties as to performance of the Work, the interpretation of this Contract, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code section 20104, et seq., if applicable. Pending resolution of the dispute, Contractor agrees it will neither rescind the Contract nor stop the progress of the Work, but will allow determination of the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute. All claims of over \$375,000, which are outside the scope of Public Contract Code section 20104, et seq., may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Contract. The demand for mediation of any claim of over \$375,000 shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice, and the demand shall not be made later than the time of Contractor submission of the request for final payment. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Design-Builder shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Contractor's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the claimant submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.
35. **ATTORNEY FEES/COSTS:** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
36. **TERMINATION:** If Contractor fails to perform the Services and Contractor's duties to the satisfaction of the District, or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract, or if Contractor violates any of the terms or provisions of this Contract, District shall have the right to terminate this Contract effective immediately upon the District giving written notice thereof to the Contractor. The Contractor and its performance bond surety, if any, shall be liable for all damages caused to the District by reason of the Contractor's failure to perform and complete the Contract. District shall also have the right in its sole discretion to terminate the Contract for its own convenience upon District giving three (3) days written notice thereof to the Contractor. In case of a termination for convenience,

Contractor shall be paid for the actual cost for labor, materials, and services performed that is unpaid and can be documented through timesheets, invoices, receipts, or otherwise, and five percent (5%) of the total cost of Work performed as of the date of termination, or five percent (5%) of the value of the Work yet to be performed, whichever is less. This five percent (5%) shall be full compensation for all of Contractor's and its subcontractor(s)' mobilization and/or demobilization costs and any anticipated loss profits resulting from termination of the Contractor for convenience. Termination shall have no effect upon any of the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of termination.

37. **ASSIGNMENT OF CONTRACT:** Contractor shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Contract without the prior written consent of the District.
38. **TIME IS OF THE ESSENCE:** Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Contract.
39. **CALCULATION OF TIME:** For the purposes of this Contract, "days" refers to calendar days unless otherwise specified.
40. **GOVERNING LAW:** This Contract shall be governed by and construed in accordance with the laws of the State of California with venue of any action in a County in which the District administration office is located.
41. **BINDING CONTRACT:** This Contract shall be binding upon the parties hereto and upon their successors and assigns, and shall inure to the benefit of said parties and their successors and assigns.
42. **DISTRICT WAIVER:** District's waiver of any term, condition, covenant or waiver of a breach of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant or the waiver of a breach of any other term, condition or covenant.
43. **CAPTIONS AND INTERPRETATIONS:** Paragraph headings in this Contract are used solely for convenience, and shall be wholly disregarded in the construction of this Contract. No provision of this Contract shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Contract shall be construed as if jointly prepared by the parties.
44. **INVALID TERM:** If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.
45. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED:** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.
46. **ENTIRE CONTRACT:** This Contract sets forth the entire Contract between the parties hereto and fully supersedes any and all prior agreements, understanding, written or oral, between the parties hereto pertaining to the subject matter thereof. This Contract may be modified only by a writing upon mutual consent.

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

TO: Members of the Governing Board

SUBJECT: CONTRACT AWARD FOR PROJECT INSPECTION SERVICES TO OPTIMA INSPECTIONS INC. FOR THE POOL DECK REPAIR PROJECT

REQUESTED ACTION:

Information **OR** Approval
 Consent **OR** Non-Consent

SUMMARY:

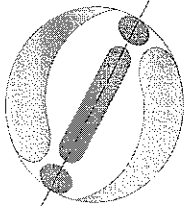
Board approval is requested to award a professional services contract to Optima Inspections Inc. for Division of State Architect (DSA) project construction inspection services for the pool deck repair project. The scope of work of this contract includes providing onsite inspection of all construction and all other items required by the California Building Code, 2013 Edition.

The Board is asked to approve a contract to Optima Inspections Inc. in the amount of \$2,250.

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: _____

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$2,250 State Funds</i>
SUPERINTENDENT'S RECOMMENDATION:		<input checked="" type="checkbox"/> APPROVAL <input type="checkbox"/> DISAPPROVAL <input type="checkbox"/> NOT REQUIRED <input type="checkbox"/> TABLE
James Buchanan Interim Facilities Director		
PRESENTER'S NAME		
4000 Suisun Valley Road		
Fairfield, CA 94534		
ADDRESS		Celia Esposito-Noy, Ed.D. Superintendent-President
(707) 864-7000 Ext. 7154		
TELEPHONE NUMBER		
Yulian Ligioso		
Vice President, Finance & Administration		April 8, 2016
VICE PRESIDENT APPROVAL		DATE APPROVED BY
April 8, 2016		SUPERINTENDENT-PRESIDENT
DATE SUBMITTED TO		
SUPERINTENDENT-PRESIDENT		



Optima Inspections Incorporated

Certified OSHPD Level A - DSA Class 1 - ACIA - ICBO

Proposal Solano College Pool Deck Repair

Date: April 3, 2016

Re: Solano Community College District
Building 200 Kitchen Renovation
4000 Suisun Valley Rd.
Fairfield, Ca. 94534

This is a proposal for inspection services to be performed for the Pool Deck Repair Project. The project has a duration of approximately 30 days.

I propose to have Jim Girard (DSA Class 3) provide the inspections for the project.

Rates for inspections:

The rate for inspections would be charged at a flat rate of \$75 an hour with an estimate of 30 hours for the project.

30 hours times \$75 an hour equals \$2,250

Total Bid for the project is \$ 2,250

Sincerely,
Don Dumford
Optima Inspections, Inc.
916-802-6104 (cell)
DIR # 1000018834
optimaone29@gmail.com

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

TO: **Members of the Governing Board**

SUBJECT: **CONTRACT AWARD TO CONSOLIDATED
ENGINEERING LABORATORIES FOR MATERIALS
TESTING AND CONSTRUCTION INSPECTION
SERVICES FOR POOL DECK REPAIR PROJECT**

REQUESTED ACTION:

- Information** **OR** **Approval**
 Consent **OR** **Non-Consent**

SUMMARY:

Board approval is requested for award of a contract to Consolidated Engineering Laboratories for materials testing and construction inspection services for the pool deck repair project. The scope of work includes, testing the proposed concrete mix for conformance with specifications, inspecting the reinforced steel placement prior to concrete pours, be on-site during pours as required by Code, perform compression testing to samples and inspect epoxy dowels and anchor placement.

Consolidated Engineering Laboratories is in the District approved pool for special inspection services per RFQ #15-005.

The Board is asked to approve a contract to Consolidated Engineering Laboratories in the amount of \$4,881.30.

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: _____

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$4,881.30 State Funds</i>
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SUPERINTENDENT'S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

James Buchanan
Interim Facilities Director

PRESENTER'S NAME
4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7000 Ext. 7154

TELEPHONE NUMBER
Yulian Ligioso
Vice President, Finance & Administration

VICE PRESIDENT APPROVAL

April 8, 2016

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Celia Esposito-Noy, Ed.D.
Superintendent-President

April 8, 2016
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**



CONSOLIDATED ENGINEERING
LABORATORIES

April 1, 2016

Ms. Christine Tai
SCCD c/o Swinerton Management & Consulting
360 Campus Lane, suite 203
Fairfield, California 94534

Via E-Mail: Christine.tai@solano.edu

**Subject: Solano Community College Pool Deck Repair
4000 Suisin Valley Road, Fairfield, California 94534
CEL #60-03651PW
Materials Testing and Construction Inspection Services**

Dear Ms. Tai:

Consolidated Engineering Laboratories (CEL) is pleased to submit our cost proposal to provide materials testing and construction inspection services for the **Solano Community College Pool Deck Repair project, located at 4000 Suisin Valley Road in Fairfield, California**. CEL would be proud to be part of your team, helping to ensure the construction quality and success of this project.

Following are our cost estimate and scope of services. We assembled this proposal based on the following sources:

- Plans, undated;
- NOTE: This is not a DSA-jurisdictional project.

Thank you for giving CEL the opportunity to be a part of your project team. We are committed to providing our clients the very best service possible to fulfill their testing and inspection needs, and are eager to prove this commitment to you. Should you have any questions or require additional information, please do not hesitate to contact me.

Respectfully submitted,
CONSOLIDATED ENGINEERING LABORATORIES

Bill Cale
Senior Project Manager

BC/arh

This proposal, when signed by client at the space indicated below, shall constitute a legally enforceable contract on the precise, unaltered terms set forth in this proposal and the accompanying Contract Terms and Conditions.

Client: Solano Community College District

Date



**SOLANO COMMUNITY COLLEGE POOL DECK REPAIR
FAIRFIELD, CALIFORNIA
CEL #60-03651PW
PRICING**

Description	Quantity	Unit Rate	Subtotals
REINFORCED CONCRETE			
Mix Design Review	1 Each	\$ 200.00	\$ 200.00
Reinforcing Steel	12 Hours	\$ 78.00	\$ 936.00
Concrete Placement/Sampling Inspections	12 Hours	\$ 78.00	\$ 936.00
Concrete Compression Tests	15 Cylinders	\$ 25.00	\$ 375.00
Sample Pick-Ups	3 Trips	\$ 50.00	\$ 150.00
SUBTOTAL:			\$ 2,597.00
EPOXY GROUTED DOWELS			
Placement Inspection	12 Hours	\$ 67.00	\$ 804.00
Proofload Testing	12 Hours	\$ 67.00	\$ 804.00
SUBTOTAL:			\$ 1,608.00
MISCELLANEOUS			
Final Affidavit	1 Per Permit	\$ 400.00	\$ 400.00
Project Engineering and Management 6%			\$ 276.30
SUBTOTAL:			\$ 676.30
MAN-HOURS	48		GRAND TOTAL: \$ 4,881.30

Basis of Charges: The proposed unit rates will be in effect through June 30, 2017. Thereafter, the unit rates are subject to an annual increase of four percent (4%) per year to mitigate the annual operating cost increases:

Work over 8 Hours per day	Time and One-Half
Work over 12 Hours, Monday through Friday	Double Time
Work on Saturdays	Time and One-Half
Work over 8 Hours on Saturdays	Double Time
Work on Sundays/Holidays	Double Time
Swing or Graveyard Shift Premium	\$10.00 per Hour
Work from 0-4 Hours	4-Hour Minimum Billing
Work from 4-8 Hours	8-Hour Minimum Billing
Show-Up Time	2-Hour Minimum Billing
Sample Pick-Up	\$90.00/Trip
Laboratory Testing - Rush Fee	Add 50% to Testing Cost
Final Affidavit (per permit number) (request six working days advanced notice)	\$400.00
Extra Copies (over four per issue date) of Inspection Reports and Final Affidavit	\$20.00/each
Project Engineering and Management	6% of Fees
Reimbursables	Cost + 15%
QA/QC Plan Written Procedures	Quotation upon Request
Out of Area Services (beyond 40-mile radius)	As Listed Below:
Travel Time	Basic Hourly Rate
Mileage	\$0.60/Mile
Per-Diem, including lodging	\$90.00/Day

QUANTITY DISCLAIMER:

This quote outlined herein was based on the following sources:

*Undated plans.

This proposal is limited to the scope of services, the number of inspection hours, and the number of associated tests identified herein. Any estimated quantities contained herein are estimates only and Client agrees to payment for services rendered in excess of the estimated quantities and/or cost figures as described herein.

It is recognized that additional services rendered herein under this proposal are schedule driven and are mandated by the scheduling and staffing of the contractor(s). Should items and quantities alter from estimates outlined herein, CEL shall be entitled to compensation for services rendered.

In addition, Client recognizes that, on occasion, due to the schedule of the contractor or relevant subcontractors, occasional overtime may be required. CEL typically will have no notice of this until the day the said overtime occurs. Client agrees to compensate CEL for such overtime.



SCOPE OF SERVICES

REINFORCED CONCRETE

Mix Design Review

We will review the proposed concrete mixes in our laboratory for conformance with the specifications.

Reinforcing Steel Placement

Prior to the pours, our inspector will inspect the reinforcing steel placement to determine that it is according to plans and specifications. Our inspector will check:

- Size and spacing of bars;
- Location and length of splices;
- Clearances;
- Cleanliness of bars;
- Spacing tolerances;
- Proper support of steel with ties.

Concrete Placement and Sampling

During the pours, our inspector will be on-site continuously, as required by Code, to monitor the placement. Our inspector will:

- Determine that no bars are displaced during pouring;
- Observe cleanliness of steel;
- Determine adequacy of placement and vibratory equipment;
- Determine proper delivery rate of concrete and monitor batch times;
- Determine the correct mix is being utilized;
- Monitor slump of each truck;
- Record temperature of air and concrete;
- Cast 5 cylinders for compression tests per 150 cubic yards;
- Perform air checks, if required by specifications, during concrete placement;
- Observe anchor bolt/dowel installation operations to determine hole depth, embedment and cleanliness, as well as materials and workmanship. We will inspect to determine all dowels are installed in accordance with contract documents and/or manufacturer's requirements.

Concrete Compression Testing

We will transport all samples to our laboratory for compression testing in strict accordance with the American Society for Testing and Materials (ASTM) requirements. Compression test reports will be distributed to the appropriate parties.

EPOXY DOWELS AND ANCHORS

As required, we will perform visual examination of dowel/anchor placement to determine dowel/anchor holes are clean, of the proper depth and diameter, and installed as specified by the manufacturer. In addition, we will perform proofload testing of the epoxy dowels/anchors at the percentage defined by the plans and specifications.

NOTE: These estimates assume that adequate access will be provided for performing the work at maximum production, i.e., scaffolding. Should any dowel/anchor fail, additional tests will be required per plans.

CEL
Initials

CLIENT
Initials



CONTRACT TERMS AND CONDITIONS

- I. **FEES:** The estimated contract price is based on the best information made available to CEL at the time the estimate was performed. If subcontractors perform more quickly than scheduled, Client will receive a cost savings for testing. If, however, subcontractors' schedules are extended or delayed, Client may receive a resulting increase in costs for testing. Client recognizes that the additional services rendered herein under this Proposal are schedule driven and are mandated by the scheduling and staffing of the contractor(s). Should items and quantities alter from estimates outlined herein, CEL shall be entitled to compensation for services rendered. In addition, Client recognizes that, on occasion, due to the schedule of the contractor or relevant subcontractors, occasional overtime may be required. CEL typically will have no notice of this until the day the said overtime occurs. Client agrees to compensate CEL for such overtime. Any estimated quantities contained herein are estimates only and Client agrees to payment for services rendered in excess of the estimated quantities and/or cost figures as described herein. Fees for CEL's services will be billed on a time and expenses basis at the unit rates quoted and CEL shall submit biweekly invoices for services rendered and for reimbursable expenses incurred. Invoices are due within 30 days from receipt. Past due invoices are subject to a finance charge of 1% per month or the maximum rate permitted by law.
- II. **FINAL AFFIDAVIT:** The first invoice from CEL shall include the estimated cost to prepare the Final Inspection Report. However, the Final Inspection Report will not be issued until the sixth working day following the request for the Final Inspection Report by Client's authorized representative. Additionally, as a condition precedent to release of the Final Inspection Report, Client shall have paid in full for all services performed by CEL pursuant to this Agreement.
- III. **INSPECTION:** inspection shall consist of visual observation of materials, equipment, or construction work for the purpose of ascertaining that the work is in substantial conformance with the contract documents. Such inspection shall not be relied upon by others as acceptance of the work nor shall it be construed to relieve the contractor, subcontractors, or materialmen in any way from their obligations and responsibilities under the construction contracts. Specifically, but without limitation, inspection shall not require the inspector to assume responsibilities for the means and methods of construction nor for safety on the jobsite of any party other than CEL employees.
- IV. **STANDARD OF CARE:** In providing services under this agreement, CEL shall exercise that degree of skill and care ordinarily used by other reputable members of CEL's profession, practicing in the same or similar locality and under similar circumstances at the time these services are rendered. Nothing in this agreement shall be interpreted to require CEL to meet any higher standard and this paragraph shall control over any such contrary provision. CEL makes no warranty, either expressed or implied, as to its findings, recommendations, specifications or professional advice. CEL will provide only those services that, in the opinion of CEL, lie within the technical and professional areas of expertise of CEL as set forth herein and which CEL is adequately staffed and equipped to perform. Client shall request in writing if Client desires CEL to provide services outside of the scope of services described herein. CEL shall advise Client of any services that lie outside the technical and professional expertise of CEL.
- V. **LIABILITY:** In recognition of the relative risks of the Client and CEL on the Project, Client agrees, to the maximum extent permitted by law, that CEL's liability to Client and any third party, in any way arising out of this Agreement, shall be limited to 100% of the total fees and costs paid to CEL or \$25,000, whichever is greater. Client agrees to compensate CEL at its standard hourly rates in the event CEL is requested to perform services in connection with litigation, claims or disputes arising out of this project or in the event CEL, its agents or employees are subpoenaed or otherwise compelled to participate in litigation, claims or disputes arising out of this project. CEL shall not be responsible for acts and/or omissions of any party or parties involved in the design of the Project or the failure of any Contractor or Subcontractor to construct any aspect of the Project in accordance with the Agreement documents, or in accordance with recommendations contained in any correspondence or written recommendations issued to CEL.
- VI. **LITIGATION:** In case of any dispute, claim, question, or disagreement arising out of or relating to this Contract or the breach thereof, the parties hereto shall use all reasonable efforts to settle such disputes, claims, questions, or disagreement. To this effect, they shall consult and negotiate with each other, in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. Client and CEL agree to continue to perform their obligations under this Contract during the good faith resolution of such a dispute, claim, question, or disagreement. In the event that any litigation, arbitration, or other proceeding is commenced between the parties hereto or their personal representatives, successors or assigns concerning the enforcement or interpretation of any provision of this Contract or the rights and duties of any party in relation thereto, the party or parties prevailing in such litigation, arbitration or other proceeding shall be entitled, in addition such other relief as may be granted, to reasonable attorneys' fees and costs. For the purposes of this paragraph, the "prevailing party" shall be determined in accordance with the provisions of California Civil Code section 1717.

CEL
Initials

CLIENT
Initials



**CONSOLIDATED ENGINEERING
LABORATORIES**

Contract Terms and Conditions (cont'd)

- VII. STATE PREVAILING WAGE:** It shall be Client's sole responsibility to notify CEL of any prevailing wage requirements before any services are performed for the Project. Should it be revealed subsequent to the execution of an agreement for services that this project is indeed a prevailing wage project and if CEL is thereafter mandated to comply with those requirements, there will be a 10% surcharge to the hourly rates quoted in our Proposal. In addition, in the event notification is not given to CEL, Client shall be fully responsible for payment of all fines, penalties, and/or damages imposed upon CEL for any failure to comply with the prevailing wage laws.
- VIII. CLIENT'S RESPONSIBILITIES:** Client or Client's authorized representatives will promptly and timely provide CEL with all revised and updated plans, specifications, addenda, change orders, approved shop drawings and any other information for the proper performance of CEL pursuant to this Contract. Client agrees that CEL has been engaged to provide technical professional services only, and that CEL does not owe a fiduciary responsibility to Client. Client shall secure and maintain throughout the full period of this Contract, sufficient insurance to protect it adequately from claims under applicable Worker's Compensation Acts and from claims for bodily injury, death or property damage as may arise from the performance of services under this Contract. CEL shall not be responsible for any errors and/or omissions in the performance of CEL's work or services rendered resulting from Client's failure to provide CEL with revised and updated plans, specifications, addenda, change orders, approved shop drawings and other information for the proper performance of CEL. Client or Client's authorized representatives will give a minimum of 24 hours notification for all dispatch requests. Cancellations received on the day of inspection are subject to a 2-hour show-up charge.
- IX. HAZARDOUS MATERIALS REQUIREMENT:** If hazardous materials are encountered by CEL's employees on Client's project site resulting in the need for specialized training or certifications as required by State and Federal agencies in order for CEL's inspection personnel to perform their duties, then all related costs for such specific training, including class time, will be billed to Client with a 15% markup. Personnel time for necessary training classes will be billed at the hourly rate quoted herein.
- X. CREDIT CARD PAYMENTS:** Credit card payments will be charged a convenience fee of 2.5% of the total invoice amount.
- XI. ADDITIONAL SERVICES:** Should additional services be requested that are not included in CEL's proposed scope of services, CEL will provide these services at the unit rates listed in our published 2014 Fee Schedule.
- XII. ACCEPTANCE OF CONTRACT:** This Contract is subject to acceptance only of the terms and conditions stated herein. Any additional or different terms and conditions proposed by Client are hereby rejected, and shall be of no force or effect unless expressly assented to in writing by CEL. There shall be no contract except upon the terms and conditions provided herein. By directing CEL to commence performance, after your receipt of this Contract, you agree to comply with all the terms and conditions set forth herein. This Contract contains the entire and integrated agreement between Client and CEL and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract cannot be amended or modified except by a written addendum, executed by each of the parties hereto. This Contract shall be interpreted and enforced in accordance with the laws of the State of California.
- XIII. BASIS OF CHARGES:** The proposed unit rates will be in effect through June 30, 2017. Thereafter, the unit rates are subject to an annual increase of four percent (4%) per year to mitigate the annual operating cost increases:

Work over 8 Hours per day	Time and One-Half
Work over 12 Hours, Monday through Friday	Double Time
Work on Saturdays	Time and One-Half
Work over 8 Hours on Saturdays	Double Time
Work on Sundays/Holidays	Double Time
Swing or Graveyard Shift Premium	\$10.00 per Hour
Work from 0-4 Hours	4-Hour Minimum Billing
Work from 4-8 Hours	8-Hour Minimum Billing
Show-Up Time	2-Hour Minimum Billing
Sample Pick-Up	\$90.00/Trip
Laboratory Testing – Rush Fee	Add 50% to Testing Cost
Final Affidavit (per permit number) (request six working days advanced notice)	\$400.00
Extra Copies (over four per issue date) of Inspection Reports and Final Affidavit	\$20.00/each
Project Engineering and Management	6% of Fees
Credit Card Payment Fee	2.5% Premium
Reimbursables	Cost + 15%
QA/QC Plan Written Procedures	Quotation upon Request
Out of Area Services (beyond 40-mile radius)	As Listed Below:
Travel Time	Basic Hourly Rate
Mileage	\$0.60/Mile
Per-Diem, including lodging	\$90.00/Day

_____ CEL Initials	_____ CLIENT Initials
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SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: MEASURE G BOND SPENDING PLAN UPDATE

REQUESTED ACTION:

- Information OR Approval
- Consent OR Non-Consent

SUMMARY:

The Board is requested to approve the latest revision to the Measure G Bond Spending Plan (BSP). The BSP has required periodic adjustments to accommodate the changing needs of the District over time.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other:

Ed Code: N/A Board Policy: Estimated Fiscal Impact: \$0.00 Measure G Funds*
**Projects are part of the total Measure G expenditure of \$124,500,000 + interest earned*

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Yulian Ligioso
Vice President, Finance & Administration

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7209

TELEPHONE NUMBER

Yulian Ligioso
Vice President, Finance & Administration

VICE PRESIDENT APPROVAL

April 8, 2016

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Celia Esposito-Noy, Ed.D.
Superintendent-President

April 8, 2016

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

SUBJECT: MEASURE G BOND SPENDING PLAN UPDATE

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

This update of the Bond Spending Plan includes adjustments for the following:

Adjustment	Amount	From	To
1	\$1,133	Program Reserve	Building 600 Admin Bldg
2	\$42,565	Overall Program Costs	Small Capital Projects
3	\$245,692	Program Reserve	Small Capital Projects
4	\$120,047	Net Interest & Revenues Since Last Update	Small Capital Projects

All major Measure G projects have been completed. Before identifying final projects which could be accomplished with the remaining funds, the District has been waiting for the FY 14/15 audit to confirm the fund balance.

\$ 755,953 June 30 fund balance per FY 14/15 Audit
+ 2,515 Revenue - interest earned, expenditures of, and encumbrances of \$34,745.
-- 122,516 Expenditures
-- 34,745 Encumbrances
\$ 601,207 Current unallocated funds

As reflected in the proposed Bond Spending Plan revisions, the balance of unallocated funds are requested to be designated for final Small Capital Projects and for anticipated Program level expenditures such as financial audit fees, legal services and project management services. The goal is to accomplish this work this summer and complete the Measure G construction program by the end of this fiscal year.

The anticipated final Small Capital projects at the Fairfield campus are:

- Fire Alarm Control Panel Upgrades
- New Shut-Off Valves in Site Water Distribution Line
- Replacement of Two Heat Exchangers in Pool Room
- Re-slurry & Re-stripe Designated Parking Lots

The Board is asked to approve the proposed revisions as described above and indicated in the Bond Spending Plan attached.



**SOLANO COMMUNITY COLLEGE DISTRICT
MEASURE G BOND SPENDING PLAN FINAL 4/20/16**

PROJECT NAME	4/01/15 MEASURE G BOND SPENDING PLAN	4/20/2016 PROPOSED CHANGE	4/20/16 PROPOSED MEASURE G BOND SPENDING PLAN
VJ CAMPUS	\$ 25,154,836		\$ 25,154,836
Vallejo Center	\$ 23,894,821		\$ 23,894,821
Vallejo Parking Lot Expansion	\$ 1,260,015		\$ 1,260,015
VV CAMPUS	\$ 22,026,308		\$ 22,026,308
Vacaville Center	\$ 20,450,873		\$ 20,450,873
Vacaville Parking Lot Expansion	\$ 1,575,435		\$ 1,575,435
FAIRFIELD CAMPUS	\$ 88,754,402	\$ 1,133	\$ 88,755,535
Building 400 - Student Services Center	\$ 15,457,496		\$ 15,457,496
Building 1700 A & B Renovation/Equipment	\$ 14,768,058		\$ 14,768,058
Building 700 & 800 Annex	\$ 8,350,623		\$ 8,350,623
Building 1400 Modernization and Kitchen Replacement	\$ 6,985,498		\$ 6,985,498
Building 1800 A & B Renovation/Equipment	\$ 6,421,275		\$ 6,421,275
Police and Public Services	\$ 59,683		\$ 59,683
Utility Infrastructure Phase I & II (Hydronics)	\$ 5,911,348		\$ 5,911,348
Sports Complex - Phase I & II	\$ 5,435,697		\$ 5,435,697
Building 300 Renovation/Equipment	\$ 2,184,337		\$ 2,184,337
Building 100 - Library (Interim Remodel)	\$ 2,133,136		\$ 2,133,136
Building 500 Renovation/Equipment	\$ 1,930,904		\$ 1,930,904
Building 1500 Renovation/Equipment	\$ 1,203,835		\$ 1,203,835
College Infrastructure	\$ 561,160		\$ 561,160
ADA Phase I & II	\$ 407,979		\$ 407,979
Building 1200 Renovation/Equipment	\$ 337,582		\$ 337,582
Building 1300 Fine Arts Equipment	\$ 173,838		\$ 173,838
Building 200 & CTE Labs	\$ 30,973		\$ 30,973
Nut Tree	\$ 268,842		\$ 268,842
Campus-wide Exterior Painting (Fairfield)	\$ 91,161		\$ 91,161
Building 2112 Stadium Renovation/Track	\$ 69,670		\$ 69,670
Campuswide Signage In-house Study	\$ 18,383		\$ 18,383
Building 300 (2 Science Rooms & Cadaver Room Vent	\$ 293,787		\$ 293,787
Building 1000 Renovation/Equipment	\$ 108,019		\$ 108,019
Building 1300 Remodel Fine Arts	\$ 6,049,797		\$ 6,049,797
Building 1600 Renovation/Equipment	\$ 33,802		\$ 33,802
Building 202/Building 200 Kitchen Upgrade	\$ 238,821		\$ 238,821
Building 1900 Renovation/Equipment	\$ 339,572		\$ 339,572
Security Systems Upgrade	\$ 241,416		\$ 241,416
Campuswide Landscape	\$ 60,736		\$ 60,736
Building 600 Administration Building	\$ 8,440,025	\$ 1,133	\$ 8,441,158
CTE Lab Renovation	\$ 139,638		\$ 139,638
Portables Assessment (Demolition)	\$ 7,311		\$ 7,311
DISTRICTWIDE	\$ 14,981,297	\$ 365,739	\$ 15,347,036
Campus-wide Technology Upgrade, Phase I	\$ 2,966,913		\$ 2,966,913
Campus-wide Technology Upgrade, Phase II	\$ 260,596		\$ 260,596
Overall Program Costs/Measure G General Phase I	\$ 8,567,937		\$ 8,567,937
Overall Program Costs (Measure G General) Phase II	\$ 2,635,122	\$ (42,565)	\$ 2,592,557
Small Capital Projects	\$ 550,729	\$ 408,304	\$ 959,033
PROGRAM RESERVE	\$ 246,825	\$ (246,825)	\$ -
Program Reserve	\$ 246,825	\$ (246,825)	\$ -
TOTAL BOND SPENDING PLAN	\$ 151,163,668	\$ 120,047	\$ 151,283,715

Total Bond Spending Plan 4/20/16 amount includes \$120,047 net interest earned and student facility fee contributions towards Measure G project work in B1400, since 4/1/15 reporting.

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AMENDMENT NO. 6 WITH KITCHELL CEM
 INC. FOR CONSTRUCTION MANAGEMENT SERVICES**

REQUESTED ACTION:

- Information **OR** Approval
 Consent **OR** Non-Consent

SUMMARY:

The following professional service contract has expired and is proposed to be extended: Kitchell Bond Program Planning and Construction Management Services for the Measure G Bond Program. This agreement was originated in September 2003, and has been extended with five subsequent amendments, the most recent of which expired on December 31, 2014. This sixth amendment is to provide program and project/construction management services for the final Measure G Small Capital projects which will be initiated now that the available balance of funds has been confirmed by the FY 2015/2016 Audit.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: Providing safe school facilities.

<i>Ed. Code:</i>	<i>Board Policy: 3225;3520</i>	<i>Estimated Fiscal Impact: \$36,315 Measure G Funds</i>
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SUPERINTENDENT'S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Yulian Ligioso
 Vice President, Finance and Administration

PRESENTER'S NAME

4000 Suisun Valley Road
 Fairfield, CA 94534

ADDRESS

(707) 864-7209

TELEPHONE NUMBER

Yulian Ligioso
 Vice President, Finance and Administration

VICE PRESIDENT APPROVAL

April 8, 2016

**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**

Celia Esposito-Noy, Ed.D.
 Superintendent-President

April 8, 2016

**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AMENDMENT NO. 6 WITH KITCHELL CEM
INC. FOR CONSTRUCTION MANAGEMENT SERVICES**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

project/construction management services for the final Measure G Small Capital projects which will be initiated now that the available balance of funds has been confirmed by the FY15/16 Audit.

The Board is asked to approve a contract Amendment No. 6 to Kitchell CEM Inc. in the amount of \$36,315.

The contract amendment is available online at <http://www.solano.edu/measureq/planning.php>.

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

TO: **Members of the Governing Board**

SUBJECT: **CONTRACT AWARD TO PRIME MECHANICAL FOR
CONSTRUCTION SERVICES FOR POOL PUMP ROOM
HEAT EXCHANGERS REPLACEMENT PROJECT**

REQUESTED ACTION:

- Information** **OR** **Approval**
 Consent **OR** **Non-Consent**

SUMMARY:

Board approval is requested for award of a construction services contract to Prime Mechanical for the Heat Exchangers Replacement Project. The scope of work for this Measure G Small Capital project is to replace two heat exchangers in the pool pump room which are utilized to heat the swimming pool water at the Fairfield Campus. The old heat exchangers will be properly disposed of by the contractor following all environmental laws and the District's recycling guidelines.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: Renovating existing instructional space and equipment.

<i>Ed. Code:</i>	<i>Board Policy: 3225; 3520</i>	<i>Estimated Fiscal Impact: \$47,500 Measure G Funds</i>
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SUPERINTENDENT'S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Yulian Ligioso
Vice President, Finance & Administration

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

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TELEPHONE NUMBER

Yulian Ligioso
Finance & Administration

VICE PRESIDENT APPROVAL

April 8, 2016

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Celia Esposito-Noy, Ed.D.
Superintendent-President

April 8, 2016

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO PRIME MECHANICAL FOR
CONSTRUCTION SERVICES FOR POOL PUMP ROOM
HEAT EXCHANGERS REPLACEMENT PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Proposals were requested from two State of California, Department of General Services Certified Small Businesses. Two bids were received:

Prime Mechanical	\$47,500
Cooper Oates Air Conditioning	\$55,850

Prime Mechanical was deemed the lowest responsive and responsible bidder, and the bid is within budget.

The Governing Board is asked to approve a contract to Prime Mechanical in the amount of \$47,500.

The contract is available online at: <http://www.solano.edu/measureq/planning.php>.

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: CONTRACT AWARD TO QUALITYSOUND FOR
CONSTRUCTION SERVICES FOR FIRE ALARM
CONTROL PANELS UPGRADE PROJECT

REQUESTED ACTION:

- Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Board approval is requested for award of a construction services contract to QualitySound for the Fire Alarm Control Panels Upgrade Project. The scope of work for this Measure G Small Capital project is to replace fiber modular control boards and modules, add three new panels, modify cable and fiber, reprogram and test the network and fireworks system on the Fairfield Campus. The project will enable the campus as a whole to be on a single fire alarm network reporting out to the monitoring agency.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
 Basic skills education
 Workforce development and training
 Transfer-level education
 Other: Renovating existing facilities fire life safety equipment.

Ed. Code: Board Policy: 3225; 3520 Estimated Fiscal Impact: \$64,157.90 Measure G Funds

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Yulian Ligioso
Vice President, Finance & Administration

PRESENTER'S NAME

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ADDRESS

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TELEPHONE NUMBER

Yulian Ligioso
Finance & Administration

VICE PRESIDENT APPROVAL

April 8, 2016

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Celia Esposito-Noy, Ed.D.
Superintendent-President

April 8, 2016

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: **Members of the Governing Board**

SUBJECT: **CONTRACT AWARD TO QUALITYSOUND FOR
CONSTRUCTION SERVICES FOR FIRE ALARM
CONTROL PANELS UPGRADE PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

A proposal was requested from QualitySound, who is a certified installer for the Fairfield Campus fire alarm system, and who installed the original system and equipment.

The Governing Board is asked to approve a contract to QualitySound in the amount of \$64,157.90.

The contract is available online at: <http://www.solano.edu/measureq/planning.php>.

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: CONTRACT AMENDMENT TO CSW/STUBER-STROEH
ENGINEERING GROUP, INC., FOR CIVIL ENGINEERING
SERVICES FOR THE FAIRFIELD CAMPUS
AGRICULTURE (HORTICULTURE) PROJECT

REQUESTED ACTION:

- Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Board approval is requested for a contract amendment to CSW/Stuber-Stroeh Engineering Group to provide a revised Grading and Utility Plan based on March value engineering meetings. This work is to serve the Agriculture (Horticulture) building project.

The Board is asked to approve this contract amendment to CSW/Stuber-Stroeh Engineering Group in the amount of \$2,450 bringing the total overall contract amount to \$38,850 and extending the time to July 15, 2016. The original contract was approved on February 18, 2015.

The contract amendment is available online at <http://www.solano.edu/measureq/planning.php>.

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
 Basic skills education
 Workforce development and training
 Transfer-level education
 Other: N/A

Ed. Code: Board Policy: 3225;3520 Estimated Fiscal Impact: \$2,450 Measure Q Funds

SUPERINTENDENT'S RECOMMENDATION:

- APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Yulian Ligioso
Vice President, Finance and Administration

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

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Yulian Ligioso
Vice President, Finance and Administration

VICE PRESIDENT APPROVAL

April 8, 2016

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Celia Esposito-Noy, Ed.D.
Superintendent-President

April 8, 2016

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

SUBJECT: CONTRACT AMENDMENT #1 WITH WALLACE KUHL & ASSOCIATES FOR GEOTECHNICAL SERVICES FOR THE VACAVILLE WORKFORCE DEVELOPMENT AND AERONAUTICS BUILDING PROJECT

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

In December 2015 a professional services agreement in the amount of \$26,700 with Wallace Kuhl & Associates was approved to provide geotechnical services for the Aeronautics Project. This Amendment is to provide additional soil borings, determined by the District to be needed after the original work was performed.

The Board is asked to approve a contract amendment to Wallace Kuhl & Associates in an amount not to exceed \$2,660 bringing the total contract value to \$29,360.

The contract amendment is available online at <http://www.solano.edu/measureq/planning.php>.

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: Code required building site evaluation

<i>Ed. Code:</i>	<i>Board Policy: 3225;3520</i>	<i>Estimated Fiscal Impact</i>	<i>\$2,660 Measure Q Funds</i>
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SUPERINTENDENT'S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Yulian Ligioso
 Vice President, Finance and Administration

PRESENTER'S NAME

4000 Suisun Valley Road
 Fairfield, CA 94534

ADDRESS

(707) 864-7209

TELEPHONE NUMBER

Yulian Ligioso
 Vice President, Finance and Administration

VICE PRESIDENT APPROVAL

April 8, 2016

**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**

Celia Esposito-Noy, Ed.D.
 Superintendent-President

April 8, 2016

**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AMENDMENT #1 WITH CA ARCHITECTS
 FOR ARCHITECTURAL SERVICES FOR SITE LIGHTING
 IMPROVEMENTS PROJECT**

REQUESTED ACTION:

- Information **OR** Approval
 Consent **OR** Non-Consent

SUMMARY:

Board approval is requested for a contract amendment to CA Architects for additional architectural services for the Site Lighting Improvements Project. This amendment to the contract previously approved on January 20, 2016 Item 17.(m) in the amount of \$32,000, is for architectural services associated with additional project scope (additional areas of the inner campus for lighting improvements and lighting for six parking permit dispensers) as requested by the District. The scope of work includes development of construction documents and specifications, construction administration, and project close-out.

The Board is asked to approve this contract Amendment # 1 to CA Architects in the amount of \$3,600 bringing the total overall contract amount to \$35,600.

The contract amendment is available online at <http://www.solano.edu/measureq/planning.php>.

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: Enhance safety and security for students and faculty.

<i>Ed. Code:</i>	<i>Board Policy: 3225;3520</i>	<i>Estimated Fiscal Impact: \$3,600 Measure Q Funds</i>
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SUPERINTENDENT'S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Yulian Ligioso
 Vice President, Finance & Administration

PRESENTER'S NAME
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TELEPHONE NUMBER
 Yulian Ligioso
 Vice President, Finance and Administration

VICE PRESIDENT APPROVAL

 April 8, 2016

**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**

Celia Esposito-Noy, Ed.D.
 Superintendent-President

April 8, 2016
**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

SUBJECT: CONTRACT AWARD FOR CONSTRUCTION SERVICES TO ARTHULIA, INC. FOR THE SITE LIGHTING IMPROVEMENTS PROJECT AND SMALL CAPITAL PROJECT

REQUESTED ACTION:

- Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Board approval is requested for award of a construction contract to Arthulia, Inc., for Site Lighting Improvements Project on the Fairfield Campus. The scope of work includes demolition, replacement and installation of site lighting upgrades to improve safety and security for the Fairfield Campus.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: Enhancing safety and security for students and staff.

<i>Ed. Code:</i>	<i>Board Policy: 3225; 3520</i>	<i>Estimated Fiscal Impact: \$161,600 Measure Q Funds</i>
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SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Yulian Ligioso
 Vice President, Finance & Administration

PRESENTER'S NAME

4000 Suisun Valley Road
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VP, Finance & Administration
VICE PRESIDENT APPROVAL

April 8, 2016
**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**

Celia Esposito-Noy, Ed.D.
 Superintendent-President

April 8, 2016
**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD FOR CONSTRUCTION SERVICES
TO ARTHULIA, INC. FOR THE SITE LIGHTING
IMPROVEMENTS PROJECT AND SMALL CAPITAL
PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

A public bid was held April 5, 2016. It was stipulated the contract be awarded based on lowest base bid, and pricing was also requested for three Add Alternates. The following bids were received:

	BASE BID
Arthulia, Inc.	\$ 90,900
Lister Construction, Inc.	\$147,508
JR Sharp Construction, Inc.	\$156,561

It was determined that Arthulia, Inc. was the lowest responsible and responsive bid. It is recommended the District elect to accept the following two add alternates:

Add Alternate #1 (additional inner campus lighting, between Buildings 1400, 700 and 800) - \$35,350

Add Alternate #2 (additional inner campus lighting, between Buildings 100, 400 and 500) - \$35,350

The Board is asked to approve a contract to Arthulia, Inc. in the amount of \$161,600 which includes the base bid and two add alternates.

The contract is available online at <http://www.solano.edu/measureq/planning.php>

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

TO: **Members of the Governing Board**

SUBJECT: **CONTRACT AWARD TO OPTIMA INSPECTIONS INC.,
FOR PROJECT INSPECTION SERVICES FOR SITE
LIGHTING IMPROVEMENTS PROJECT**

REQUESTED ACTION:

- Information** **OR** **Approval**
 Consent **OR** **Non-Consent**

SUMMARY:

Board approval is requested to award a professional services contract to Optima Inspections, Inc. for Division of State Architect (DSA) project construction inspection services for the Site Lighting Improvements Project on the Fairfield Campus, which consists of demolition, replacement and/or installation of site lighting improvements for safety and security. The scope of work includes providing onsite inspection of all construction and all other items required by the California Building Code, 2013 Edition.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: Enhancing safety and security for students and staff

<i>Ed. Code:</i>	<i>Board Policy: 3225; 3520</i>	<i>Estimated Fiscal Impact:</i>	\$7,700 Measure Q Funds
SUPERINTENDENT'S RECOMMENDATION:		<input checked="" type="checkbox"/> APPROVAL	<input type="checkbox"/> DISAPPROVAL
		<input type="checkbox"/> NOT REQUIRED	<input type="checkbox"/> TABLE
Yulian Ligioso Vice President, Finance & Administration			
PRESENTER'S NAME			
4000 Suisun Valley Road Fairfield, CA 94534			
ADDRESS		Celia Esposito-Noy, Ed. D. Superintendent-President	
(707) 864-7209			
TELEPHONE NUMBER			
Yulian Ligioso VP, Finance & Administration		April 8, 2016	
VICE PRESIDENT APPROVAL		DATE APPROVED BY	
April 8, 2016		SUPERINTENDENT-PRESIDENT	
DATE SUBMITTED TO			
SUPERINTENDENT-PRESIDENT			

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO OPTIMA INSPECTIONS INC.,
FOR PROJECT INSPECTION SERVICES FOR SITE
LIGHTING IMPROVEMENTS PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Proposals were solicited from all firms in the Board approved pool of project inspection firms. Responses were received from Optima Inspections, Inc. and TYR I.O.R Services. Based on qualifications and price, Optima Inspections, Inc. is considered the most responsive proposal for this project.

The Governing Board is asked to approve a contract to Optima Inspections, Inc. in the amount of \$7,700.

The contract is available online at: <http://www.solano.edu/measureq/planning.php>.

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO GUIDEPOST FOR
 PROFESSIONAL SERVICES FOR SECURITY CAMERA
 SYSTEM PLANNING PROJECT**

REQUESTED ACTION:

- Information **OR** Approval
 Consent **OR** Non-Consent

SUMMARY:

Board approval is requested for award of a contract to Guidepost for professional services for the Security Camera System Planning Project. The scope of work includes assessment of the existing exterior security camera system equipment on the Fairfield, Vallejo and Vacaville Campuses, including recommendations regarding improvements and potential expansion of the system to provide enhanced safety and security of the campuses.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: Enhance safety and security for students and staff.

<i>Ed. Code:</i>	<i>Board Policy: 3225; 3520</i>	<i>Estimated Fiscal Impact: \$25,650 Measure Q Funds</i>
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SUPERINTENDENT'S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Yulian Ligioso
 Vice President, Finance & Administration

PRESENTER'S NAME

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Yulian Ligioso
 Finance & Administration

VICE PRESIDENT APPROVAL

April 8, 2016

**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**

Celia Esposito-Noy, Ed.D.
 Superintendent-President

April 8, 2016
**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO GUIDEPOST FOR
PROFESSIONAL SERVICES FOR SECURITY CAMERA
SYSTEM PLANNING PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

A Request for Qualifications and Proposal was issued on March 2, 2016. On March 23, 2016 the District received four (4) Statements of Qualifications and Proposals in response. The submissions were reviewed and evaluated by a selection committee, which deemed Guidepost to be the most responsive, based on qualifications and price.

The Governing Board is asked to approve a contract to Guidepost in the amount not to exceed \$25,650.

The contract is available online at: <http://www.solano.edu/measureq/planning.php>.

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: CONTRACT AMENDMENT #1 WITH LIONAKIS FOR ARCHITECTURAL SERVICES FOR THE FAIRFIELD NEW SCIENCE BUILDING PROJECT

REQUESTED ACTION:

- Information OR Approval
- Consent OR Non-Consent

SUMMARY:

On December 17, 2014 the Board approved an agreement in the amount of \$1,800,000 with Lionakis for full architectural services for the new Science Building Project utilizing a Lease-Lease Back project delivery method.

The District has subsequently decided to change the project delivery method from Lease-Lease Back to Design Build. This amendment is to modify the December 17, 2014 contract scope of work from full design services to the services required to provide Criteria Documents and to provide Criteria Architect review

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other:

Ed. Code: Board Policy: 3225;3520 Estimated Fiscal Impact: -\$983,310.00 Measure Q Funds

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Yulian Ligioso
Vice President, Finance and Administration

PRESENTER'S NAME

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TELEPHONE NUMBER

Yulian Ligioso
Vice President, Finance and Administration

VICE PRESIDENT APPROVAL

April 8, 2016

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT

Celia Esposito-Noy, Ed.D.
Superintendent-President

April 8, 2016

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AMENDMENT #1 WITH LIONAKIS FOR
ARCHITECTURAL SERVICES FOR THE FAIRFIELD
NEW SCIENCE BUILDING PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

and participation in the Design Builder phases of the project to ensure that the Design Builder Architect of Record maintains the intent of the Criteria Documents as approved by the District. This amendment replaces the original contract language with revised scope and terms. Note that it reduces the contract amount to a not-to exceed fee of \$816,690. This amendment thus recognizes a reduction of \$983,310 from the original contract amount.

The Board is asked to approve a contract amendment to Lionakis revising the scope of work to be Criteria Architect services and revising the contract amount to be: not to exceed \$816,690.

The contract amendment is available online at <http://www.solano.edu/measureq/planning.php>

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD FOR CONSTRUCTION SERVICES
 TO CAVALRY CONSTRUCTION, INC. FOR THE
 BUILDING 1300 KILN FENCE PROJECT**

REQUESTED ACTION:

- Information **OR** Approval
 Consent **OR** Non-Consent

SUMMARY:

Board approval is requested for award of the attached agreement with Cavalry Construction, Inc., for the Small Capital – Building 1300 Kiln Fence Project. The scope of work includes selective demolition of existing concrete and fence for construction of new fence line and conforming concrete to allow adequate operational access to kiln. Proposals were solicited from Local Solano County Small Businesses and Disabled Veteran Business Enterprises.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: Enhancing instructional spaces and classrooms.

<i>Ed. Code:</i>	<i>Board Policy: 3225; 3520</i>	<i>Estimated Fiscal Impact: \$26,458 Measure Q Funds</i>
SUPERINTENDENT’S RECOMMENDATION:		<input checked="" type="checkbox"/> APPROVAL <input type="checkbox"/> DISAPPROVAL <input type="checkbox"/> NOT REQUIRED <input type="checkbox"/> TABLE
Yulian Ligioso Vice President, Finance & Administration		
PRESENTER’S NAME		
4000 Suisun Valley Road Fairfield, CA 94534		
ADDRESS		
(707) 864-7209		
TELEPHONE NUMBER		
Yulian Ligioso Vice President, Finance & Administration		
VICE PRESIDENT APPROVAL		
April 8, 2016		
DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT		
Celia Esposito-Noy, Ed.D. Superintendent-President		
April 8, 2016		
DATE APPROVED BY SUPERINTENDENT-PRESIDENT		

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD FOR CONSTRUCTION SERVICES
TO CAVALRY CONSTRUCTION, INC. FOR THE
BUILDING 1300 KILN FENCE PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Two proposals were received:

Calvary Construction Inc.	\$26,458
Lister Construction	\$36,765

It was determined that Cavalry Construction, Inc. was the lowest responsive and responsible bidder.

The Board is asked to approve a contract to Cavalry Construction, Inc., in the amount of \$26,458.

The contract is available online at <http://www.solano.edu/measureq/planning.php>

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO OPTIMA INSPECTIONS INC.
 FOR PROJECT INSPECTION SERVICES FOR BUILDING
 1300 KILN FENCE PROJECT**

REQUESTED ACTION:

- Information **OR** Approval
 Consent **OR** Non-Consent

SUMMARY:

Board approval is requested to award a professional services contract to Optima Inspections Inc. for Division of State Architect (DSA) project inspection services for the Building 1300 Kiln Fence Project, which consists of selective demolition of existing concrete and fence to allow for new fence line and conforming concrete in order to provide adequate operational access to the kiln. The scope of work includes providing onsite inspection of construction and all other items required by the California Building Code, 2013 Edition.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: Enhancing instructional spaces and classrooms.

<i>Ed. Code:</i>	<i>Board Policy: 3225; 3520</i>	<i>Estimated Fiscal Impact:</i>	\$3,080 Measure Q Funds
SUPERINTENDENT'S RECOMMENDATION:		<input checked="" type="checkbox"/> APPROVAL	<input type="checkbox"/> DISAPPROVAL
		<input type="checkbox"/> NOT REQUIRED	<input type="checkbox"/> TABLE
Yulian Ligioso Vice President, Finance & Administration		Celia Esposito-Noy, Ed. D. Superintendent-President	
PRESENTER'S NAME		DATE APPROVED BY	
4000 Suisun Valley Road Fairfield, CA 94534		Superintendent-President	
ADDRESS		DATE APPROVED BY	
(707) 864-7209		April 8, 2016	
TELEPHONE NUMBER		DATE APPROVED BY	
VP, Finance & Administration		SUPERINTENDENT-PRESIDENT	
VICE PRESIDENT APPROVAL			
April 8, 2016			
DATE SUBMITTED TO			
SUPERINTENDENT-PRESIDENT			

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO OPTIMA INSPECTIONS INC.
FOR PROJECT INSPECTION SERVICES FOR BUILDING
1300 KILN FENCE PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Proposals were solicited from all firms in the Board approved pool of project inspection firms. Responses were received from Optima Inspections Inc. and TYR I.O.R. Services. Based on qualifications and price, Optima Inspections Inc. is considered the most responsive proposal for this project.

The Governing Board is asked to approve a contract to Optima Inspections Inc. in the amount of \$3,080.

The contract is available online at: <http://www.solano.edu/measureq/planning.php>.

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: CONTRACT AWARD FOR CONSTRUCTION SERVICES
TO THE BOLDT COMPANY FOR THE BUILDING 200
KITCHEN RENOVATION PROJECT

REQUESTED ACTION:

- Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Board approval is requested for award of a construction contract to The Boldt Company for Building 200 Kitchen Renovation Project, a Small Capital project located on the Fairfield Campus. The scope of work includes labor and materials to renovate the main kitchen in Building 200. This includes cabinets, appliances, flooring, and countertops to bring the kitchen in compliance with current health and safety code requirements.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: Enhancing instructional spaces and classrooms.

Ed. Code: Board Policy:3225; 3520 Estimated Fiscal Impact: \$157,176 Measure Q Funds

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Yulian Ligioso
Vice President, Finance & Administration

PRESENTER'S NAME

4000 Suisun Valley Road
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VP, Finance & Administration
VICE PRESIDENT APPROVAL

April 8, 2016

DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT

Celia Esposito-Noy, Ed.D.
Superintendent-President

April 8, 2016
DATE APPROVED BY SUPERINTENDENT-PRESIDENT

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD FOR CONSTRUCTION SERVICES
TO THE BOLDT COMPANY FOR THE BUILDING 200
KITCHEN RENOVATION PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

A public bid was held April 4, 2016 and the following bids were received:

Garic Construction	Bid Withdrawn by Contractor
The Boldt Company	\$157,176
Athulia Inc.	\$210,000
Vila Construction	\$212,000
Greentech Industry	\$259,800

The Boldt Company was determined to be the lowest responsible and responsive bidder. This bid is within the project budget.

The Board is asked to approve a contract to The Boldt Company in the amount of \$157,176.

The contract is available online at <http://www.solano.edu/measureq/planning.php>

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

TO: Members of the Governing Board

SUBJECT: CONTRACT AWARD FOR INSPECTOR OF RECORD SERVICES TO OPTIMA INSPECTIONS INC. FOR THE BUILDING 200 KITCHEN RENOVATION PROJECT

REQUESTED ACTION:

- Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Board approval is requested for award of the attached agreement with Optima Inspections Inc., for inspection services for the 200 Kitchen Renovation Project, a Small Capital project on the Fairfield Campus. The scope of work includes full-time construction inspection of work per DSA approved drawings, as required by the California Building Code, 2013 Edition.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: Enhancing instructional spaces and classrooms.

<i>Ed. Code:</i>	<i>Board Policy: 3225; 3520</i>	<i>Estimated Fiscal Impact: \$16,800 Measure Q Funds</i>
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SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Yulian Ligioso
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PRESENTER'S NAME

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VP, Finance & Administration

VICE PRESIDENT APPROVAL

April 8, 2016

DATE SUBMITTED TO

SUPERINTENDENT-PRESIDENT

Celia Esposito-Noy, Ed.D.
 Superintendent-President

April 8, 2016

**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD FOR INSPECTOR OF RECORD
SERVICES TO OPTIMA INSPECTIONS INC. FOR THE
BUILDING 200 KITCHEN RENOVATION PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Proposals were received from two (2) pre-qualified firms on, or before, March 31, 2016. Proposals were evaluated and based on qualifications and price, Optima Inspections Inc. is recommended for award of contract.

The Board is asked to approve a contract to Optima Inspections Inc., in the amount of \$16,800.

The contract is available online at <http://www.solano.edu/measureq/planning.php>

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: CONTRACT AWARD FOR CONSTRUCTION SERVICES
TO TPA CONSTRUCTION FOR THE BUILDING 100
ACADEMIC SUCCESS AND TUTORING EXPANSION
PROJECT

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Board approval is requested for award of the attached agreement with TPA Construction for the Building 100 Academic Success and Tutoring Expansion Project. The scope of work includes minor demolition, electrical and data upgrades to provide more students access to technology, interior walls and windows for the tutoring center office and group study area.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: Enhancing instructional spaces and classrooms.

Ed. Code: Board Policy: 3225; 3520 Estimated Fiscal Impact: \$85,316 Measure Q Funds

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Yulian Ligioso
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VICE PRESIDENT APPROVAL

April 8, 2016
**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Celia Esposito-Noy, Ed.D.
Superintendent-President

April 8, 2016
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD FOR CONSTRUCTION SERVICES
TO TPA CONSTRUCTION FOR THE BUILDING 100
ACADEMIC SUCCESS AND TUTORING EXPANSION
PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Project bids were due March 22, 2016, and the following four bids were received:

TPA Construction	\$85,316.00
Arthulia, Inc.	\$89,000.00
zSquared Construction	\$108,570.00
Saboo Inc.	\$175,000.00

It was determined that TPA Construction submitted the lowest responsible and responsive bid.

The Board is asked to approve a contract to TPA Construction, in the amount of \$85,316.

The contract is available online at <http://www.solano.edu/measureq/planning.php>

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

TO: Members of the Governing Board

SUBJECT: CONTRACT AWARD FOR PROJECT INSPECTION SERVICES TO OPTIMA INSPECTIONS INC. FOR THE BUILDING 100 ACADEMIC SUCCESS AND TUTORING EXPANSION PROJECT

REQUESTED ACTION:

- Information **OR** Approval
 Consent **OR** Non-Consent

SUMMARY:

Board approval is requested to award a professional services contract to Optima Inspections Inc. for Division of State Architect (DSA) project construction inspection services for the Building 100 Academic Success and Tutoring Expansion Project, which consists of selective demolition, installation of additional electrical and data ports, and construction of a new private office. The scope of work of this contract includes providing onsite inspection of all construction and all other items required by the California Building Code, 2013 Edition.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: Enhancing instructional spaces and classrooms.

<i>Ed. Code:</i>	<i>Board Policy: 3225; 3520</i>	<i>Estimated Fiscal Impact: \$9,940 Measure Q Funds</i>
SUPERINTENDENT'S RECOMMENDATION:		<input checked="" type="checkbox"/> APPROVAL <input type="checkbox"/> DISAPPROVAL <input type="checkbox"/> NOT REQUIRED <input type="checkbox"/> TABLE
Yulian Ligioso Vice President, Finance & Administration		
PRESENTER'S NAME		
4000 Suisun Valley Road Fairfield, CA 94534		
ADDRESS		Celia Esposito-Noy, Ed. D. Superintendent-President
(707) 864-7209		
TELEPHONE NUMBER		
VP, Finance & Administration		April 8, 2016
VICE PRESIDENT APPROVAL		DATE APPROVED BY
April 8, 2016		SUPERINTENDENT-PRESIDENT
DATE SUBMITTED TO		
SUPERINTENDENT-PRESIDENT		

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD FOR PROJECT INSPECTION
SERVICES TO OPTIMA INSPECTIONS INC. FOR THE
BUILDING 100 ACADEMIC SUCCESS AND TUTORING
EXPANSION PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Proposals were solicited from all firms in the Board approved prequalified pool of project inspection firms. Responses were received from Optima Inspections and TYR. Based on qualifications and price, Optima Inspections is considered the most responsive proposal for this project.

The Governing Board is asked to approve a contract to Optima Inspections in the amount of \$9,940.

The contract is available online at: <http://www.solano.edu/measureq/planning.php>.

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

TO: **Members of the Governing Board**

SUBJECT: **CONTRACT AWARD FOR PROFESSIONAL
COMMISSIONING AUTHORITY SERVICES TO
ENGINEERING ECONOMICS INC. FOR THE
VACAVILLE BIOTECHNOLOGY PROJECT**

REQUESTED ACTION:

Information **OR** **Approval**
 Consent **OR** **Non-Consent**

SUMMARY:

Board approval is requested for award of the attached agreement with Engineering Economics Inc. for the Biotechnology Project at the Vacaville Center. The scope of work includes providing professional services to act as the District’s Commissioning Authority to verify that all building systems have been installed properly and perform as designed.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: Enhancing instructional spaces and classrooms.

<i>Ed. Code:</i>	<i>Board Policy:3225; 3520</i>	<i>Estimated Fiscal Impact: \$53,190 Measure Q Funds</i>
SUPERINTENDENT’S RECOMMENDATION:		<input checked="" type="checkbox"/> APPROVAL <input type="checkbox"/> DISAPPROVAL <input type="checkbox"/> NOT REQUIRED <input type="checkbox"/> TABLE
Yulian Ligioso Vice President, Finance & Administration		
PRESENTER’S NAME		
4000 Suisun Valley Road Fairfield, CA 94534		
ADDRESS		Celia Esposito-Noy, Ed.D. Superintendent-President
(707) 864-7209		
TELEPHONE NUMBER		
Yulian Ligioso VP, Finance & Administration		April 8, 2016
VICE PRESIDENT APPROVAL		DATE APPROVED BY SUPERINTENDENT-PRESIDENT
April 8, 2016		
DATE SUBMITTED TO		
SUPERINTENDENT-PRESIDENT		

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD FOR PROFESSIONAL
COMMISSIONING AUTHORITY SERVICES TO
ENGINEERING ECONOMICS INC. FOR THE
VACAVILLE BIOTECHNOLOGY PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Proposals were received from five (5) pre-qualified firms on, or before, April 5, 2016.

1. 3QC
2. Interface Engineering
3. enovity
4. GLUMAC
5. Engineering Economics Inc.

Proposals were evaluated and based on qualifications, approach, scope, and price, Engineering Economics Inc. is recommended for award of contract.

The Board is asked to approve a contract to Engineering Economics Inc., in an amount not to exceed \$53,190 (Base Scope and Alternates #1 and #2).

The contract is available online at <http://www.solano.edu/measureq/planning.php>

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: CONTRACT AWARD FOR PROFESSIONAL
COMMISSIONING AUTHORITY SERVICES TO GLUMAC
FOR THE BUILDING 1200 PERFORMING ARTS
RENOVATION (PHASE 1) PROJECT

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Board approval is requested for award of the attached agreement with Glumac for the Building 1200 Performing Arts Renovation (Phase 1) Project. The scope of work includes providing professional services to act as the District’s Commissioning Authority to verify that all building systems have been installed properly and perform as designed.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: Enhancing instructional spaces and classrooms.

Ed. Code: Board Policy:3225; 3520 Estimated Fiscal Impact: \$38,400 State Funding

SUPERINTENDENT’S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Yulian Ligioso
Vice President, Finance & Administration

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7209

TELEPHONE NUMBER

Yulian Ligioso
VP, Finance & Administration

VICE PRESIDENT APPROVAL

April 8, 2016

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Celia Esposito-Noy, Ed.D.
Superintendent-President

April 8, 2016

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD FOR PROFESSIONAL
COMMISSIONING AUTHORITY SERVICES TO GLUMAC
FOR THE BUILDING 1200 PERFORMING ARTS
RENOVATION (PHASE 1) PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Proposals were solicited from the District's pool of pre-qualified firms. Proposals were received from 3QC, Engineering Economics, Enovity, Glumac, and Interface Engineering on, or before, April 5, 2016.

Proposals were evaluated, and based on qualifications and price, Glumac is recommended for award of contract.

The Board is asked to approve a contract to Glumac, in an amount not to exceed \$38,400.

The contract is available online at <http://www.solano.edu/measureq/planning.php>

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: CONTRACT AWARD FOR PROFESSIONAL
ENGINEERING SERVICES TO EDESIGNC
INCORPORATED FOR THE VACAVILLE AND VALLEJO
CENTERS HVAC IMPROVEMENTS AND UPGRADES
PROJECT

REQUESTED ACTION:

- Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Board approval is requested for award of the attached agreement with EDesignC Incorporated, for the Vacaville And Vallejo Centers HVAC Improvements And Upgrades, a Small Capital project. The scope of work includes providing engineering services for the Vacaville and Vallejo Centers Buildings. These services will include investigation and assessment of the existing systems, preparing a preliminary design and cost estimate for improvements and upgrades, preparation of bidding documents, participation in the bidding process, and engineering oversight of construction.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: Enhancing instructional spaces and classrooms.

Ed. Code: Board Policy:3225; 3520 Estimated Fiscal Impact: \$68,500 Measure Q Funds

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Yulian Ligioso
Vice President, Finance & Administration

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7209

TELEPHONE NUMBER

VP, Finance & Administration

VICE PRESIDENT APPROVAL

April 8, 2016

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Celia Esposito-Noy, Ed.D.
Superintendent-President

April 8, 2016

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD FOR PROFESSIONAL
ENGINEERING SERVICES TO EDESIGNC
INCORPORATED FOR THE VACAVILLE AND VALLEJO
CENTERS HVAC IMPROVEMENTS AND UPGRADES
PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Proposals and qualifications were advertised for on February 24, 2016 and March 2, 2016. Proposals were received from EDesignC Incorporated, Glumac, and Interface Engineering.

Proposals were evaluated, and based on qualifications and price, EDesignC Incorporated is recommended for award of contract.

The Board is asked to approve a contract to EDesignC Incorporated, in an amount not to exceed \$68,500.

The contract is available online at <http://www.solano.edu/measureq/planning.php>

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO PAVEMENT ENGINEERING
 INC. FOR PROFESSIONAL SERVICES FOR PAVEMENT
 ASSESSMENT PROJECT**

REQUESTED ACTION:

- Information **OR** Approval
 Consent **OR** Non-Consent

SUMMARY:

Board approval is requested for award of a contract to Pavement Engineering Inc. for professional services for the Pavement Assessment Project, a Small Capital project. The scope of work includes assessment of the condition of asphalt concrete paved areas on the Fairfield campus, development of recommendations regarding rehabilitation treatments or replacement needed with cost projections, and development of a ten year pavement rehabilitation and replacement plan. This will serve as the basis for identifying potential Small Capital projects for this type of work.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other:

<i>Ed. Code:</i>	<i>Board Policy: 3225; 3520</i>	<i>Estimated Fiscal Impact: \$10,000 Measure Q Funds</i>
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SUPERINTENDENT'S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Yulian Ligioso
 Vice President, Finance & Administration

PRESENTER'S NAME

4000 Suisun Valley Road
 Fairfield, CA 94534

ADDRESS

(707) 864-7209

TELEPHONE NUMBER

Yulian Ligioso
 Finance & Administration

VICE PRESIDENT APPROVAL

April 8, 2016

**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**

Celia Esposito-Noy, Ed.D.
 Superintendent-President

April 8, 2016

**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO PAVEMENT ENGINEERING
INC. FOR PROFESSIONAL SERVICES FOR PAVEMENT
ASSESSMENT PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

A Request for Qualifications and Proposal was issued on February 24, 2016. On March 24, 2016 the District received three (3) Statements of Qualifications and Proposals from Applied Pavement Technology, NCE, and Pavement Engineering Inc. The submissions were reviewed and evaluated by a selection committee, which deemed Pavement Engineering Inc. to be the most responsive, based on qualifications and price.

The Governing Board is asked to approve a contract to Pavement Engineering Inc. in the amount not to exceed \$10,000.

The contract is available online at: <http://www.solano.edu/measureq/planning.php>.

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: CONTRACT AWARD FOR CONSTRUCTION SERVICES
TO TPA CONSTRUCTION FOR THE MEASURE Q
THANK YOU SIGNS PROJECT

REQUESTED ACTION:

- Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Board approval is requested for award of the attached agreement with TPA Construction, for the Measure Q Thank You Signs Project. The scope of work includes fabricating, installing, and providing structural supports for seven Measure Q Thank You Signs located at the Fairfield Campus entries, Vacaville Center and Vallejo Center entries and at the Vallejo Northgate property.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
 Basic skills education
 Workforce development and training
 Transfer-level education
 Other: Enhancing instructional spaces and classrooms.

Ed. Code:	Board Policy:3225; 3520	Estimated Fiscal Impact: \$18,990 Measure Q Funds
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SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Yulian Ligosio
Vice President, Finance & Administration

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7209

TELEPHONE NUMBER

VP, Finance & Administration
VICE PRESIDENT APPROVAL

April 8, 2016

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT

Celia Esposito-Noy, Ed.D.
Superintendent-President

April 8, 2016
DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD FOR CONSTRUCTION SERVICES
TO TPA CONSTRUCTION FOR THE MEASURE Q
THANK YOU SIGNS PROJECT**

SUBJECT:

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Formal advertising was issued and a public bid was held March 22, 2016. Only one bid was received.

The bid received from TPA Construction was determined to be responsible and responsive.

The Board is asked to approve a contract to TPA Construction, in the amount of \$18,990.

The contract is available online at <http://www.solano.edu/measureq/planning.php>

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO UTELOGY CORPORATION
 FOR PROFESSIONAL SERVICES FOR DISTRICTWIDE IT
 INFRASTRUCTURE IMPROVEMENTS PROJECT**

REQUESTED ACTION:

Information **OR** Approval
 Consent **OR** Non-Consent

SUMMARY:

Board approval is requested for award of a contract to Uteology Corporation to provide professional services for the Districtwide IT Infrastructure Improvements Project. Specific tasks include detailed project management and coordination services for the deployment of smart classroom technology as part of the overall Districtwide technology initiative. The consultant’s scope of work includes the provisioning, upgrading, and configuration of the Uteology system in multiple classrooms, including rooms 103, 103A and 505 in Fairfield; room 136 in Vallejo; as well as conference rooms located in the Vallejo and Vacaville Centers.

The Board is asked to approve a contract for Uteology Corporation in the amount of \$12,000

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other:

<i>Ed. Code:</i>	<i>Board Policy: 3225;3520</i>	<i>Estimated Fiscal Impact: \$12,000 Measure Q Funds</i>
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SUPERINTENDENT’S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Yulian Ligioso
 Vice President, Finance and Administration

PRESENTER’S NAME

4000 Suisun Valley Road
 Fairfield, CA 94534

ADDRESS

(707) 864-7209

TELEPHONE NUMBER

Yulian Ligioso
 Vice President, Finance and Administration

VICE PRESIDENT APPROVAL

April 8, 2016

**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**

Celia Esposito-Noy, Ed.D.
 Superintendent-President

April 8, 2016
**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**

**INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES
PROFESSIONAL TECHNOLOGY SERVICES**

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the 20th day of April, 2016 by and between the Solano Community College District, ("District") and Utelogy Corporation ("Consultant"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Consultant shall provide professional technology services as further described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services").
2. **Term.** Consultant shall commence providing services under this Agreement on April 21, 2016 and will diligently perform as required and complete performance by December 30, 2016, unless this Agreement is terminated and/or otherwise cancelled prior to that time.
3. **Submittal of Documents.** The Consultant shall not commence the Services under this Agreement until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

<u> X </u>	Signed Agreement
<u> X </u>	Workers' Compensation Certification
<u> X </u>	Insurance Certificates and Endorsements
<u> X </u>	W-9 Form
<u> </u>	Other: _____

4. **Compensation.** District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Twelve Thousand Dollars (\$12,000). District shall pay Consultant according to the following terms and conditions:
 - 4.1. Payment for the Work shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after the Consultant submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made. The schedule of deliverable Services to be produced is as follows:
 - 4.1.1. Project management and provisioning of Utelogy smart classroom controls in six classrooms located in B100 (rooms 103, 103A, 5050), Vallejo Center (room 136) and conference rooms in Vallejo and Vacaville Centers.
 - 4.2. If Consultant works at more than one site, Consultant shall invoice for each site separately.
5. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District, except as follows:
 - 5.1. Not applicable
6. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of

the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees. In the performance of the work herein contemplated, Consultant is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.

7. **Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows:

7.1. Not applicable

8. **Performance of Services.**

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

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

8.2. **Meetings.** Consultant and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Consultant's performance of Services.

8.3. **District Approval.** The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.

8.4. **New Project Approval.** Consultant and District recognize that Consultant's Services may include working on various projects for District. Consultant shall obtain the approval of District prior to the commencement of a new project.

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

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

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

12. **Termination.**

12.1. **For Convenience by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.

12.2. **For Convenience by Consultant.** Consultant may, upon sixty (60) days notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.

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

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

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

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

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

13. **Indemnification.** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any

and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Contractor. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

14. Insurance.

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

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

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

14.1.2. **Workers’ Compensation and Employers’ Liability Insurance.** Workers’ Compensation Insurance and Employers’ Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Consultant shall be required to secure workers’ compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers’ Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

14.1.3. **Professional Liability (Errors and Omissions).** Professional Liability Insurance as appropriate to the Consultant’s profession, coverage to continue through completion of construction plus two (2) years thereafter.

14.2. **Proof of Carriage of Insurance.** The Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

14.2.1. A clause stating: “This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District,

stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice.”

14.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

14.2.3. An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers’ Compensation Insurance, Professional Liability, and Employers’ Liability Insurance. An endorsement shall also state that Consultant’s insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.

14.2.4. All policies except the Professional Liability, Workers’ Compensation Insurance, and Employers’ Liability Insurance Policies shall be written on an occurrence form.

14.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A: VII, unless otherwise acceptable to the District.

15. **Assignment.** The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.

16. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Consultant observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Consultant’s receipt of a written termination notice from the District. If Consultant performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.

17. **Certificates/Permits/Licenses.** Consultant and all Consultant’s employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.

18. **Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

19. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Consultant agrees to require like compliance by all of its subcontractor(s).

20. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
21. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
- 21.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.
 - 21.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
22. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
23. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
24. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District:

Solano Community College District
 C/O Kitchell
 360 Campus Lane, Suite 203
 Fairfield, CA 94534

ATTN: Sandy Su

Consultant:

Utology Corporation
 18818 Teller Ave, Suite 102
 Irvine, CA 92612

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

25. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
26. **California Law.** This Agreement shall be governed by and the rights, duties and obligations

of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.

27. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
28. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
29. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.
30. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
31. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
32. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
33. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
34. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.
35. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
36. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

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

Dated: _____, 2016

Dated: _____, 2016

Solano Community College District

By: _____

By: _____

Print Name: YULIAN LIGIOSO

Print Name: _____

Print Title: VP, Finance & Administration

Print Title: _____

Information regarding Consultant:

License No.: _____

Employer Identification and/or
Social Security Number

Address: _____

Telephone: _____

Facsimile: _____

E-Mail: _____

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

Type of Business Entity:

- ____ Individual
- ____ Sole Proprietorship
- ____ Partnership
- ____ Limited Partnership
- ____ Corporation, State: _____
- ____ Limited Liability Company
- ____ Other: _____

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

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

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.

- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

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

Date: _____

Name of Consultant: _____

Signature: _____

Print Name and Title: _____

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

EXHIBIT "A"
DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT

Consultant Scope of services includes:

1. Professional services associated with provisioning of Utelogy smart classrooms room controls including project management and coordination with District Information Technology Department for successful deployment of smart classroom requirements.
2. Consultant shall perform work in classrooms located in B100 (rooms 103, 103a), B500 (room 505) Vallejo Room 136, and conference rooms in Vallejo and Vacaville Centers as noted in consultant proposals. All work shall be coordinated with the District IT department.

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

TO: Members of the Governing Board

SUBJECT: REQUEST FOR APPROVAL OF CURRICULUM ITEMS AS
 SUBMITTED BY THE CURRICULUM COMMITTEE, A
 SUBCOMMITTEE OF THE ACADEMIC SENATE

REQUESTED ACTION:

- Information OR Approval
 Consent OR Non-Consent

SUMMARY:

During the Spring semester in the month of March 2016, the Solano Community College Curriculum Committee, a subcommittee of the Academic Senate, approved the following curriculum-related items. The approval of the Governing Board is requested as required by Title 5, Chapter 6, Subchapter 2, beginning with §55100.

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other:

Ed. Code: Title 5, Chapter 6, subchapter 2, beginning with §55100 Board Policy: 6100 Estimated Fiscal Impact: N/A

SUPERINTENDENT’S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Leslie Minor, Vice President Academic Affairs
PRESENTER’S NAME

4000 Suisun Valley Road
 Fairfield, CA 94534
ADDRESS

(707) 864-7102
TELEPHONE NUMBER

Leslie Minor, Ph.D.
VICE PRESIDENT APPROVAL

April 8, 2016
**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**

CELIA ESPOSITO-NOY, Ed.D.
 Superintendent-President

April 8, 2016
**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE

REQUEST FOR APPROVAL OF
CURRICULUM COMMITTEE CURRICULUM ACTIVITIES

During the Spring semester in the month of March 2016, the Solano Community College Curriculum Committee, a subcommittee of the Academic Senate, approved the following curriculum-related items. The approval of the Governing Board is requested as required by Title 5, Chapter 6, Subchapter 2, beginning with §55100.

COURSE MODIFICATIONS

Course	Modifications	Class Max
(CP16-36) CINA 010 The Art of Cinema	Objectives, Textbooks	60
(CP16-33) PHOT 052 Alternative Photography	TOP code, Articulation, Prerequisite, Catalog Description, Objectives, Assessments, Assignments, Content, Textbooks	24
(CP16-42) ENGL 001 College Composition	Prerequisite, Course Content	30
(CP16-43) ENGL 348D Advanced English Skills Lab	Prerequisite, Catalog Description	30
(CP16-44) ENGL 360 Focused English Fundamentals	Prerequisite, textbooks	25
(CP16-45) ENGL 370 English Fundamentals	Prerequisite	25
(CP16-50) CHEM 002 General Chemistry	Articulation, Prerequisite, Catalog Description, Objectives, Assessments, Assignments. Content, textbooks	28
(CP16-52) KINE 020A Introduction to Kinesiology	Objectives, Content, Textbooks	50
(CP16-53) MATH 011 Elementary Statistics	Prerequisite, textbooks	35
(CP16-54) MATH 112 Intermediate Algebra for Liberal Arts	Title, Catalog Description, Content, textbooks	35

NEW COURSES

Course	Class Max
(CP16-30) ATHL 001A – Pre-season Intercollegiate Volleyball	15
(CP16-46) BIO 020 – Infectious Disease, Plagues and Public Health	40
(CP16-47) BIO 025 – Human Genetics	40
(CP16-48) BIO 101 – How to Study Science	30
(CP16-51) ART 042A – Commercial Screen Printing	20
(CP16-31) PHOT 073 – DSLR Videography	24

New Program:

Program Modifications:

Major Deletion:

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: SABBATICAL LEAVE FOR THE 2014-2015 ACADEMIC YEAR

REQUESTED ACTION:

- Information OR Approval
 Consent OR Non-Consent

SUMMARY:

The following recipients will give reports on their Sabbatical Leave for the 2014-2015 academic year:

Terri Pearson-Bloom – Fall 2014
Zachary Hannan – Spring 2015

STUDENT SUCCESS IMPACT:

- Help students achieve their educational, professional and personal goals
 Basic skills education
 Workforce development and training
 Transfer-level education
 Other: _____

Ed. Code: Education Code §87767 Board Policy: Estimated Fiscal Impact: N/A

SUPERINTENDENT’S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Leslie Minor, Ph.D.
Vice President, Academic Affairs
PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534
ADDRESS

(707) 864-7117
TELEPHONE NUMBER

Leslie Minor, Ph.D.
VICE PRESIDENT APPROVAL
April 8, 2016
DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT

Celia Esposito-Noy, Ed.D.
Superintendent-President
April 8, 2016
DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

Sabbatical Report Terri Pearson-Bloom

Last academic year I went on sabbatical leave during the fall semester to complete my Master's Degree in Communications. Effective communication is the backbone of any successful organization. Teaching, in its essence, is the ability to effectively communicate information. Every aspect of my job as a teacher, coach, and coordinator is dependent on my ability to effectively communicate. I decided to pursue a graduate degree in this area knowing that it would have a positive impact on my ability to successfully interact with my students, colleagues, staff, and administration.

The course work taught me valuable communication skills and strategies, while providing me with a deeper understanding of a variety of issues that I face every day; such as crisis communication, cultural communication, negotiations, conflict resolution, media relations and effective leadership approaches.

In my job duties I am responsible for recruiting new students to Solano College. I speak to local high school students, parents, school teachers, and coaches in an attempt to convince students that Solano College is the best place for them to begin their collegiate experience. Recruiting is a critical component of my job, and this course work spoke directly to the skills and strategies needed to successfully persuade potential student-athletes to attend our college.

As a head coach I work with the local media, sending out press releases on the team, giving interviews, and trying to generate special interest stories on our program and players. There was coursework in this program that dealt specifically with public relations, public perception, and writing for public relations. While I was taking classes I was sending out press releases, and incorporating the concepts from my coursework. These courses will also positively impact my job skills in other related professional duties such as having to produce written recruiting materials, media guides, highlight films, and player videos.

My graduate program also emphasized leveraging technology and social media to increase effective communication and to create positive public perception and relations. These were areas of my professional training that needed more growth and attention. These new skills will help me to better organize alumni gifts to our department, create more effective and successful fundraising campaigns for the program, and attract incoming recruits using forums and technologies they understand and utilize.

As an online graduate student, I also benefited from learning new approaches to teaching online content that I brought to my online instruction, including new presentation software such as Brainshark. I have incorporated several of the best practices and activities to improve the quality of my instruction and improve student success and retention. I have also benefited by seeing education from a student's perspective again. Experiencing first-hand the struggles that many of our own online students must face, is giving me more awareness of their needs and will lead to adjustments I should make within my own courses to achieve improved student success.

Finally, as part of my graduate program I had to complete a 10 week internship, which I did by volunteering under former Director of Marketing and Outreach, Shemila Johnson. In my role I had the opportunity to work a few high school outreach events, lead a campus Career Tech tour, and contribute to the rebranding campaign that Solano College undertook last spring. Throughout the internship, I gained a significantly deeper understanding and appreciation for all of the various advertising and marketing involved in outreach. My internship was a valuable experience and afforded me the chance to get to develop better working relationships with Shemila Johnson and the many wonderful people working in admissions and records. I believe the college benefited from my free labor and now have an additional experienced spokesperson that they can send to events to help promote the college.

My sabbatical semester was packed full of professional development. I appreciate the opportunity the college gave me. Thank you.

12/14/15

Sabbatical Leave Report for Zachary Hannan Spring 2015 Sabbatical Leave

The purpose of my Spring, 2015 sabbatical project was to develop materials for incorporating computer algebra systems (CAS) into several of our math courses. The original motivation for my project was two-fold: to enhance the learning of mathematics through computation and to prepare our applied mathematics/engineering/physical science majors for the expectation that they are familiar with such software when they transfer to the university. I chose the free open-source computer algebra system wxMaxima in order to avoid any financial burden imposed by incorporating new software into our courses.

Summary of the Project:

When I first proposed the project, I intended to write 8-12 brief “modules” or “lab assignments” for five of our math courses, but after several weeks of writing I realized I had an opportunity to create something far deeper and more polished – but necessarily narrower in scope. Three months later, I published two open-source math books “wxMaxima for Calculus I” and “wxMaxima for Calculus II” (<http://wxmaximafor.wordpress.com>) under a Creative Commons BY-NC-SA (open-text) license allowing for non-commercial distribution and production of derivative works. My work is essentially a donation to the academic community, giving instructors a high quality free text to run calculus labs with the open-source wxMaxima software.

Reception:

I was delighted to find that my work filled an important niche for the Maxima community, and it has been well-received. Prior to my work, no one had published a high-quality text for teaching wxMaxima in introductory math courses – there were just a handful of tutorials of varying quality and limited scope scattered across the web. I’ve had a lot of positive informal feedback from math instructors at other institutions in the US and abroad, and the e-book has been viewed by nearly 1500 people since it was released. It has been formally adopted at Christ University in Bangalore, India, and interest is stirring in Brazil. The open-source nature of this project gives it a truly international flavor.

Professional Growth:

My sabbatical project yielded several professional benefits in addition to the publication of the books. I picked up some new technical skills – wxMaxima, LaTeX, Linux – that will be very useful in my teaching career for years to come. The surprise was that I got sucked into the open-text movement – there is a strong community of like-minded authors who are putting together quality textbooks and publishing pro bono in order to make higher education more affordable. While these texts still lag in some areas, they are quickly approaching the quality of the big publishers, they are rapidly gobbling up market share, and I have actually taken the plunge and adopted open texts in my statistics and physics courses this Spring. College textbook prices have risen at three times the rate of inflation for nearly forty years, and I think

the open-text movement may finally start to tamp the average cost down – I'm happy to say I'm playing a small part in that solution.

Benefits to the Math/Science Division:

In the Math Department, two instructors have adopted the “wxMaxima for” books to use as Math Activity Center assignments in Calculus I and II, and interest is growing. There will be at least two instructors using the books this Spring, and I am planning to put some more effort into promoting the books within the department coming into Fall, 2016. The computer algebra experience really does benefit the students, as computation is relentlessly increasing its influence in applied mathematics, engineering and physical science. When our students transfer to the university their peers are already proficient with this type of software, and any exposure to computer algebra at Solano can help to smooth their transition to the next level.

Future of the Project:

Learning wxMaxima has opened up an enormous new world of academic opportunity for me and my students. This Spring I am leading a small group of students in an independent study experience using the software. Students will use my books to gain a general proficiency with wxMaxima, then they will apply computer algebra to problems in introductory mechanics that cannot be solved by hand. As a culminating experience, each student will work to solve a major problem or class of problems with a programming/computer algebra approach and give a presentation of their results to the group.

This Spring I will also finish the last major revision of my books. I am expanding the topics slightly, expanding the end-of-chapter exercises significantly and adding a glossary of commands and improved hyperlinking to make the e-book more usable. I'm hoping to release this “finalized” edition late in June, 2016.

Finally, I am planning to launch a blog next Fall dedicated to applications of wxMaxima in mathematics and physics. The blog will serve as a continued outlet for my explorations of computer algebra, and I hope to establish an annual cycle in which my CAS research inspires new questions for the Spring independent study group, while the group inspires new questions for me.

Thank you,

Zak Hannan
Instructor of Mathematics and Physics
zhannan@solano.edu
(707) 864-7000 X 4330
<http://wxmaximafor.wordpress.com/>

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

TO: Members of the Governing Board

**SUBJECT: MEASURE Q STUDY SESSION – CONSTRUCTION
 CHANGE ORDERS**

REQUESTED ACTION:

- Information** **OR** **Approval**
 Consent **OR** **Non-Consent**

SUMMARY:

The topic of Change Orders arises with any construction program. This study session includes an overview presentation of what Change Orders are, how they come about, what efforts are undertaken to avoid or minimize them, and an opportunity for questions and discussion.

The Change Order presentation is available online and can be found at
<http://www.solano.edu/measureq/cboc.php>

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: Informational presentation on construction Change Orders

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact:</i>	<i>\$0</i>
SUPERINTENDENT’S RECOMMENDATION:		<input type="checkbox"/> APPROVAL	<input type="checkbox"/> DISAPPROVAL
		<input checked="" type="checkbox"/> NOT REQUIRED	<input type="checkbox"/> TABLE
Pam Kinzie Program Manager			
PRESENTER’S NAME			
360 Campus Lane, Ste. 203 Fairfield, CA 94534			
ADDRESS		Celia Esposito-Noy, Ed.D. Superintendent-President	
(707) 864-7189			
TELEPHONE NUMBER			
Yulian Ligioso Vice President, Finance & Administration		April 8, 2016	
VICE PRESIDENT APPROVAL		DATE APPROVED BY	
April 8, 2016		SUPERINTENDENT-PRESIDENT	
DATE SUBMITTED TO			
SUPERINTENDENT-PRESIDENT			

Change Orders

A Study Session

April 6, 2016 Measure Q Steering Committee

What is a Change Order?

- ▶ An **AMENDMENT** to a construction contract
- ▶ Typical changes:
 - ▶ Scope of Work
 - ▶ Contract Price
 - ▶ Contract Completion Time
- ▶ May be an increase, decrease or no cost or time impact

What's included in a construction contract?

- ▶ Contract and Forms, including Bid Form
- ▶ Construction Drawings
- ▶ Construction Technical Specifications
- ▶ General Conditions and Supplementary Conditions

What causes Change Orders?

- ▶ Unforeseen conditions in construction
- ▶ Emergency conditions not caused by Contractor
- ▶ Owner requested changes (usually scope of work)
- ▶ Architect/Engineer errors or omissions in the construction documents
- ▶ Code/inspector requirements (Regulatory Agency requirements)
- ▶ Time delay – changes agreement for completion date; may or may not have an associated cost
- ▶ Other, ex: unavailability of specified products

What do we do to avoid or minimize Change Orders?

- ▶ Note that each project is unique, a one-off design, and buildings are complicated with lots of inter-related building systems.
- ▶ Primary focus: **PREVENTION**
- ▶ 1. Thorough due diligence of existing conditions (pre-design)
 - ▶ Accurate assessment of existing conditions; locate any as-built drawings & specs
 - ▶ Confirm of existing underground utilities
 - ▶ Site geotechnical investigation
 - ▶ Hazardous materials study and testing

Minimizing Change Orders, continued

- ▶ 2. Complete and well-coordinated construction documents
 - ▶ Review of design documents at regular intervals prior to issuing for bid
 - ▶ Compliance with budgeted scope of work and Owner requirements
 - ▶ Constructability, coordination of disciplines, completeness
 - ▶ Involve all stakeholders throughout the design phase, so the different Owner perspectives and requirements are taken into account in the design as it develops

Minimizing Change Orders, continued

- ▶ 3. Manage and minimize scope creep during design and Owner changes after the project bids
 - ▶ Be clear with stakeholders what scope of work was budgeted and approved by the Board, and when the 'cut-off' for comment is during the design phase
 - ▶ Engage all team members in prioritizing scope objectives to facilitate decisions
- ▶ 4. Look ahead during construction phase
 - ▶ Project Managers and Construction Managers consistently look ahead of the construction process to identify potential issues and pre-empt them, or resolve them with the Contractor prior to the need for a costly fix (and potential Change Order)

Process for Change Order Approval

- ▶ Board Policy – Delegation of Authority for Potential Change Orders
 - ▶ January 15, 2014 – one year trial (do we need to evaluate, reconfirm?)
 - ▶ Delegates authority to Superintendent/President, Vice President of College Operations, or Executive Bond Manager to approve all Potential Change Orders (PCOs) on behalf of the Board
 - ▶ Approval of Change Orders (aggregation of PCOs) is required by Board by ratification
 - ▶ Requires project management team to maintain log of all open potential PCOs

Process for Change Order Approval

- ▶ 1. Unforeseen or emergency conditions that have to be handled immediately in order to not delay construction progress
- ▶ Contractor brings item to attention of Construction Manager with proposed fix and rough magnitude estimate of time and materials required. Construction Manager reviews it and brings it to attention of Program Project Manager and Executive Bond Manager.
- ▶ Executive Bond Manager evaluates and if in agreement, issues direction for the Contractor to proceed with the work on a time and materials basis, and submit a Change Order Request with the actual cost.
- ▶ The final Change Order Request is submitted, negotiated by the Construction Manager if needed, and grouped together with other Potential Change Orders to bring a formal Change Order to the Board for approval or ratification.

Process for Change Order Approval

- ▶ 2. Other items
 - ▶ Contractor and/or Construction Manager identify Potential Change Order (may be an Owner scope change request)
 - ▶ Contractor describes scope of work and provides a cost quote
 - ▶ Construction Manager evaluates the proposed cost and negotiates if needed to arrive at reasonable and mutually agreeable cost for the work
 - ▶ Construction Manager presents Potential Change Order to Program Project Manager and Executive Bond Manager for review
 - ▶ Once a Potential Change Order has been conditionally accepted by the Executive Bond Manager, a number of Potential Change Orders are grouped together into a formal Change Order, which is submitted to the Board for approval or ratification.

Funding for Change Orders

- ▶ Construction Contingency is included in Project Budgets for potential Change Orders – typically 10%
- ▶ Where the Construction Contingency is held depends upon the project delivery method and type of contract
- ▶ **Design Bid Build** delivery method (Performing Arts, Small Cap projects)
 - ▶ Contingency is typically held by the Owner and is not in the construction contract
 - ▶ The Contractor has bid exactly and only the work described in the construction documents

Funding for Change Orders

- ▶ **Design Build** delivery method (Autotech, Biotech, Science projects)
- ▶ Owner's Contingency included within the Design Build contract
- ▶ Since Contractor and Architect/Engineers on same team, Owner not involved in any changes due to errors and omissions
- ▶ Primarily Owner requested changes
- ▶ Contractor must submit substantiated request for use of Owner's Contingency
- ▶ District also holds small Project Contingency outside the Design Build contract. If and when the Owner's Contingency within the Design Build contract is exhausted, and additional changes to contract/cost/time are needed, the Design Builder would submit a Change Order Request, which would be processed as previously described and brought to the Board for approval.
- ▶ Goal is **NO CHANGE ORDERS** on the Design Build projects

Questions?

