

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

TO: Members of the Governing Board

SUBJECT: CONSENT CALENDAR – HUMAN RESOURCES

REQUESTED ACTION: APPROVAL

EMPLOYMENT 2008-09

Regular Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
David Froehlich	Director of Facilities Administrative Leadership Group	3/2/09

Short-term, Temporary & Substitute Assignments


<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Patrick Nesler, III	Custodian Substitute as needed	2/1/09 – 6/30/09	\$ 13.26
Michael Walter	Warehouse Operator Substitute as needed	2/1/09 – 6/30/09	\$ 13.87

Independent Contractors

**Measure G Bond Project
Richard Christensen, Responsible Manager**

<u>Name</u>	<u>Assignment</u>	<u>Dates</u>	<u>Amount</u>
Teresa Ryland	Financial and business services for Measure G	1/20/09 – 6/30/09	\$ 130.00/hour Not to exceed \$ 20,000.00

Richard Christensen, Ed.D.
 Director of Human Resources


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

February 6, 2009
 Date Submitted

February 6, 2009
 Date Approved

SOLANO COMMUNITY COLLEGE CONSENT CALENDAR**Governing Board Meeting****February 18, 2009****Page 2****Independent Contractors**

<u>Name</u>	<u>Assignment</u>	<u>Dates</u>	<u>Amount</u>
	Superintendent/President Office <u>Lisa Waits, Responsible Manager</u>		
Reagan Romali	Consultant to support and assist current Fiscal Services staff in performing day-to-day functions including accounting, budget audit reviews, and state fiscal reports involving categorical, Bond measure, and general fund accounts.	2/19/09 – 6/30/09	Not to exceed \$ 19,000.00

AGENDA ITEM Item 7.(b)
MEETING DATE February 18, 2009

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

TO: **Members of the Governing Board**

SUBJECT: **WARRANT LISTINGS**

REQUESTED ACTION: **APPROVAL**

SUMMARY:

It is recommended that the following warrants be approved:

01/26/09	Vendor Payment	11008133-11008135	\$ 2,316.72
01/27/09	Vendor Payment	11008136-11008155	\$ 714,506.26
01/27/09	Vendor Payment	11008156-11008349	\$1,011,520.90
01/27/09	Vendor Payment	11008350-11008425	\$ 170,925.96
01/30/09	Vendor Payment	11008426-11008933	\$ 52,334.50
02/03/09	Vendor Payment	11009008-11009048	\$ 116,688.35

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

Susan Rinne
Interim Director, Fiscal Services

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534-3197

ADDRESS

707-864-7167

TELEPHONE NUMBER

Administrative & Business Services

ORGANIZATION

February 6, 2009

**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



LISA J. WAITS, Ed.D.

Interim Superintendent/President

February 6, 2009

**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

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

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

SUMMARY:

Board approval is requested for Change Order No. 1 to Quality Sound’s base contract for Building 1700-B, Adaptive P.E. Revised contract amount is as follows:

Contract Award Amount	\$	25,719.00	
Prior Change Orders	\$	0.00	
Change Order No. 1	\$	5,816.64	
Total Change Orders	\$	5,816.64	22.6% of Contract Award Amount
Revised Contract Amount	\$	31,535.64	
Total Project Budget	\$	31,535.64	

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

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

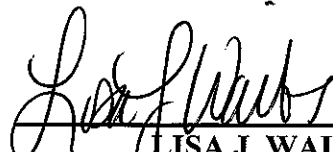
Stan Dobbs
Independent Contractor
PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534
ADDRESS

(707) 864-7176
TELEPHONE NUMBER

Maintenance & Operations
ORGANIZATION

February 6, 2009
**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**


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

February 6, 2009
**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

02/18/09 QUALITY SOUND - BUILDING 1700-B PCO's RECOMMENDED FOR APPROVAL

PCO	Description	Negotiated Amount	Reason	Summary	CO
2	The presence of ceiling joists/beams required reduced attic heat detector spacing, per NFPA 72, 1999, Section 2.4.2 and 2-2.4.3.	\$ 5,816.64	Regulatory Agency Requirement	The Contractor determined that due to the ceiling joists/beams, the spacing of the attic heat detectors was reduced; therefore, additional heat detectors were required to ensure the fire alarm system provided proper coverage.	1
TOTAL \$ 5,816.64					



Change Order

Solano Community College District
 4000 Suisun Valley Road
 Fairfield, CA 94534
 Tel: 707-864-7189 Fax: 707-207-0423

Kitchell CEM

Change Order # **1**
 Project No.: 08-003
 Date: 2/18/09

DSA File No.: 48-C1
 DSA App. No.: 02-108713

Project: Building 1700B Adaptive PE
 4000 Suisun Valley Road
 Fairfield, CA 94534

TLCD Architecture
 111 Santa Rosa Avenue, Suite 300
 Santa Rosa, CA 95404

To: Quality Sound
 2040 E. Fremont Street
 Stockton, CA 95205

The Contract is Changed as Follows:

- It was determined by the Contractor that due to the ceiling joists/beams, the spacing of the attic heat detectors was reduced, therefore additional heat detectors were required to ensure the fire alarm system provided proper coverage.

Requested By: Contractor
 Reason: The presence of ceiling joists/beams required reduced attic heat detector spacing, per NFPA 72, 1999, Section 2-2.4.2 and 2-2.4.3.

ADD \$ 5,816.64

TOTAL COST OF CHANGE ORDER

ADD \$ 5,816.64

Original Contract Sum:	\$	25,719.00	
Total change by previous Change Orders:			
Contract Sum prior to this Change Order:	\$	25,719.00	
Original Contract Sum will be Increased / Decreased by this Change Order:	\$	5,816.64	
Contract Time will be Unchanged / Changed by this Change Order:			Days
The new Contract Sum including this Change Order will be:	\$	31,535.64	
The new Contract completion date will be:			
The date of substantial completion as of this Change Order is:			

ARCHITECT:

Robert Henley, Vice President
TLCD Architecture

Date: _____

(Affix stamp here)

CONTRACTOR:

Quality Sound

Date: _____

(Affix stamp here)

OWNER:

Stan Dobbs, Independent Contactor
Solano Community College District

Date: _____

AGENDA ITEM Item 7.(d)
MEETING DATE February 18, 2009

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

TO: Members of the Governing Board
**SUBJECT: CONSTRUCTION CHANGE ORDER NO. 2 APPROVAL
FOR QUALITY SOUND, INC. – BID NO. 08-001**
REQUESTED ACTION: CONTRACT CHANGE ORDER APPROVAL

SUMMARY:

Board approval is requested for Change Order No. 2 to Quality Sound's base contract for Building 1400 – Student Union. Revised contract amount is as follows:

Contract Award Amount	\$	55,950.00	
Prior Change Orders	\$	5,141.31	
Change Order No. 2	\$	7,342.45	
Total Change Orders	\$	12,483.76	22.3% of Contract Award Amount
Revised Contract Amount	\$	68,433.76	
Total Project Budget	\$	68,433.76	

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

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


Stan Dobbs
Independent Contractor
PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534
ADDRESS

(707) 864-7176
TELEPHONE NUMBER

Maintenance & Operations
ORGANIZATION

February 6, 2009
**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**


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

February 6, 2009
**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

2/18/09 QUALITY SOUND - BUILDING 1400 STUDENT UNION PCO's RECOMMENDED FOR APPROVAL

PCO	Description	Negotiated Amount	Reason	Summary	CO
9	Additional work required to ensure that the existing fire alarm remains operational during new fire alarm panel installation.	\$ 2,400.00	Regulatory Agency Requirement	Division of State Architect (DSA) is requiring the two existing emergency overload's need to be removed from the low voltage circuits and re-installed: one circuit in the panel and the other circuit in the cafeteria kitchen. Removed all the existing high voltage pull stations and horns in the new Phase II area. Contractor re-wired the pull station and horn strobe in the kitchen area and re-wired the panel and then tested to ensure working order.	2
11	Installation of additional fire alarm accessories and devices to support operation of existing fire alarm panel during construction.	\$ 320.34	Regulatory Agency Requirement	DSA is requiring installation of additional trim plates, horn/strobe, and strobe required to maintain the operation of the existing Simplex fire alarm panel.	2
12	Additional attic heat detector and monitor modules in Building 1400.	\$ 4,622.11	Regulatory Agency Requirement	DSA is requiring installation of additional attic heat detectors due to the existing draft stops located above the ceiling of Phase II construction. Additional fire alarm devices are required on either side of the above ceiling draft stops. The Contractor installed additional attic heat detectors and monitor modules to ensure the Phase II construction area has provided the code-required fire alarm coverage.	2
TOTAL \$				7,342.45	



Change Order

Solano Community College District
 4000 Suisun Valley Road
 Fairfield, CA 94534
 Tel: 707-864-7189 Fax: 707-207-0423

Kitchell CEM

Change Order # **2**
 Project No.: 08-001
 Date: 2/18/09

DSA File No.: 48-C1
 DSA App. No.: 02-108713

Project: Building 1400 Student Union
 4000 Suisun Valley Road
 Fairfield, CA 94534

TLCD Architecture
 111 Santa Rosa Avenue, Suite 300
 Santa Rosa, CA 95404

To: Quality Sound
 2040 E. Fremont Street
 Stockton, CA 95205

The Contract is Changed as Follows:

1. DSA is requiring the two existing emergency overload's need to be removed from the low voltage circuits and installed one circuit in the panel and the other circuit in the Cafeteria Kitchen. Removed all the existing high voltage pull stations and horns in the new phase II area. Contractor re-wired the pull station and horn strobe in the kitchen area and re-wired the panel and then tested to ensure working order.
 Requested By: Regulatory Requirement
 Reason: Additional work required to ensure that the existing fire alarm remains operational during new fire alarm panel installation.

ADD \$ 2,400.00

 2. DSA is requiring installation of additional trim plates, horn/strobe, and strobe required to maintain the operation of the existing Simplex fire alarm panel.
 Requested By: Regulatory Requirement
 Reason: Installation of additional fire alarm accessories and devices to support operation of existing fire alarm panel during construction.

ADD \$ 320.34

 3. DSA is requiring installation of additional attic heat detectors due to the existing draft stops located above the ceiling of Phase II construction. Additional fire alarm devices are required on either side of the above ceiling draft stops. The Contractor installed additional attic heat detectors and monitor modules to ensure the Phase II construction area has provided the code required fire alarm coverage.
 Requested By: Regulatory Requirement
 Reason: Additional attic heat detector and monitor modules in Building 1400.

ADD \$ 4,622.11
- TOTAL COST OF CHANGE ORDER** **ADD \$ 7,342.45**

Original Contract Sum:	\$ 55,950.00	
Total change by previous Change Orders:	\$ 5,141.31	
Contract sum prior to this Change Order:	\$ 61,091.31	
Original Contract sum will be Increased / Decreased by this Change Order:	\$ 7,342.45	
Contract time will be Unchanged / Changed by this Change Order:		Days
The new Contract sum including this Change Order will be:	\$ 68,433.76	
The new Contract completion date will be:		
The date of substantial completion as of this Change Order is		

ARCHITECT:

Robert Henley, Vice President
TLCD Architecture

Date: _____

(Affix stamp here)

CONTRACTOR:

Quality Sound

Date: _____

(Affix stamp here)

OWNER:

Stan Dobbs, Independent Contactor
Solano Community College District

Date: _____

AGENDA ITEM 9.(a)
MEETING DATE February 18, 2009

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

TO: Members of the Governing Board

**SUBJECT: SOLANO COMMUNITY COLLEGE DISTRICT AND THE
CALIFORNIA SCHOOL EMPLOYEES' ASSOCIATION,
CHAPTER #211 COLLECTIVE BARGAINING
AGREEMENT OPENERS 2007-08 THROUGH 2009-10**

REQUESTED ACTION: APPROVAL

SUMMARY:

Tentative agreement has been reached with the Solano Community College, CSEA Chapter #211 on collective bargaining agreement reopener for the 2007-08 through 2009-10. The CSEA ratified the agreement on January 31, 2009. A summary of the agreement reached is attached.

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

Richard Christensen, Ed.D.
Director of Human Resources

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

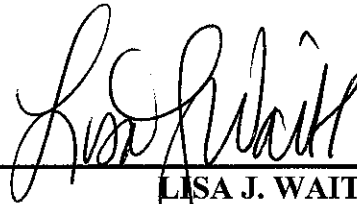
ADDRESS

(707) 864-7122

TELEPHONE NUMBER

Administration
ORGANIZATION

February 6, 2009
**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



LISA J. WAITS
Interim Superintendent/President

February 6, 2009
**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

Status of Negotiations With CSEA (2007-2008)

<u>NEGOTIATION SESSIONS:</u>	<u>MEDIATION SESSIONS:</u>
July 16, 2007 July 23, 2007 September 4, 2007 October 5, 2007 February 28, 2008 March 14, 2008 March 20, 2008 April 4, 2008 April 18, 2008 May 1, 2008 June 20, 2008 (from June 18, 2008) June 27, 2008	Mediation - September 19, 2008 Mediation - October 28, 2008 Mediation - December 18, 2008 (Settled)

Agreements Reached

Date	Article	Agreement
		<u>Article IX – Pay and Allowances</u>
12/18/08	<i>Art. 9.1.1 – Regular Pay</i>	<ul style="list-style-type: none"> • A 3% on-schedule salary increase, retroactive to 7/1/07 • No salary increases for 2008-2009 and 2009-2010 • An additional on-schedule increase of any pro-rata savings resulting from a switch by faculty from Blue Shield to HealthNet in 2008-2009
03/20/08	<i>Art. 9.7 – Conference Reimbursement</i>	Meal reimbursements for conferences be paid at the IRS rate rather than a set amount.
03/20/08	<i>Article 9.11 – Sick Leave Payoff Option</i>	<ul style="list-style-type: none"> • Employees can apply sick leave, including sick leave left over after a buyout under Article 9.11, towards PERS. • Duplicative language in Article 14.1.11 be deleted and that Article 14.1.12 be renumbered 14.1.11.
		<u>Article XI- Health and Welfare Benefits</u>
12/18/08	<i>Art. 11.1</i>	<ul style="list-style-type: none"> • District pays full benefits for full time employees through 2009-2010.
		<u>Article XIV – Leaves of Absence</u>
	<i>Art. 14.1.9 – Return to Work</i>	Medical releases provided to HR prior to return to work
03/20/08	<i>Article 14.1.13 – Abuse of Leave (New)</i>	<ul style="list-style-type: none"> • Verification could be required for absences of more than 5 days, excessive absenteeism, or suspected abuse • Abuse includes 4 or more absences next to weekends, holidays or vacations • Attendance is monitored by supervisors and a conference is required if abuse is suspected • Abuse of sick leave is subject to progressive discipline under Article 20.2

			<u>Article XVII – Job Vacancies</u>
2/28/08	<i>Article 17.2.2 – On Campus Recruitment</i>		<ul style="list-style-type: none"> • Agreed that lateral transfer means position within the same salary range (if min. conditions met) • Agreed employees would submit resume and application within six days. • Agreed an application be submitted for all requests for transfer • Agreed lateral transfer candidates interviewed according to Board Policy 4000. • CSEA may be authorized to submit letters of interest in positions • Renumber to (c) from (b)
			<u>Article XVIII – Reclassification</u>
12/18/08			The parties agreed to form a sub-committee to finalize the remaining changes to Article XVIII – Reclassification
			<u>Article XIX – Layoff and Reemployment</u>
2/28/08	<i>Article 19.1.1 – Seniority</i>		As of 7/31/07, seniority is determined by date of hire.
			<u>Article XXX – Duration</u>
12/18/08			The parties agreed that the term of the contract would be from July 1, 2007 through June 30, 2010
			<u>OTHER</u>
7/23/07 – Oral	<i>Ground Rules</i>		<ul style="list-style-type: none"> • Information requests • Be respectful • Ability to request caucuses • Changes made for collective rather than individual situations. • Authority of parties • Support of signed agreements
06/27/08 – Written	<i>Work Calendar</i>		The parties agreed to a work calendar for 2008-2009.

AGENDA ITEM Item 9.(b)
MEETING DATE February 18, 2009

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

TO: Members of the Governing Board
**SUBJECT: FINAL ACCEPTANCE AND NOTICE OF COMPLETION
FOR R-E CORPORATION, BOILER REPLACEMENT
PROJECT, BID NO. 08-007**

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested to accept as complete and approve the issuance of a Notice of Completion for the Boiler Replacement Project by R-E Corporation, Bid No. 08-007.

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

Stan Dobbs
Independent Contractor
PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7176

TELEPHONE NUMBER

Maintenance & Operations
ORGANIZATION

February 6, 2009

**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



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

February 6, 2009

**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

AGENDA ITEM Item 9.(c)
MEETING DATE February 18, 2009

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

TO: Members of the Governing Board
**SUBJECT: FINAL ACCEPTANCE AND NOTICE OF COMPLETION
FOR J.W. AND SONS, INC., BUILDING 1800A,
BID NO. 08-002**
REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested to accept as complete and approve the issuance of a Notice of Completion for the Building 1800A Renovation Project by J.W. and Sons, Inc., Bid No. 08-002.

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

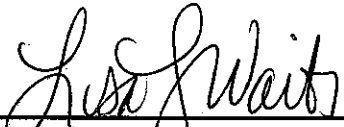
Stan Dobbs
Independent Contractor
PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534
ADDRESS

(707) 864-7176
TELEPHONE NUMBER

Maintenance & Operations
ORGANIZATION

February 6, 2009
**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**


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

February 6, 2009
**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

AGENDA ITEM Item 9.(d)
MEETING DATE February 18, 2009

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

TO: Members of the Governing Board
**SUBJECT: FINAL ACCEPTANCE AND NOTICE OF COMPLETION
FOR WALSH ELECTRONIC SYSTEMS TECHNOLOGY,
VALLEJO CENTER SECURITY SYSTEM, BID NO. 08-004**

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested to accept as complete and approve the issuance of a Notice of Completion for the Vallejo Center Security System Project by Walsh Electronic Systems Technology, Bid No. 08-004.

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

Stan Dobbs
Independent Contractor

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7176

TELEPHONE NUMBER

Maintenance & Operations

ORGANIZATION

February 6, 2009

**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



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

February 6, 2009

**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

AGENDA ITEM Item 9.(e)
MEETING DATE February 18, 2009

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

TO: Members of the Governing Board
**SUBJECT: PROFESSIONAL SERVICES AGREEMENT WITH
INDEPENDENT INSPECTION SERVICES, INC., FOR
MEASURE G CHILLER ADDITION PROJECT**

REQUESTED ACTION: ACCEPTANCE OF AGREEMENT

SUMMARY:

Board approval is requested for an agreement with Independent Inspection Services, Inc., to provide inspection services for the Measure G Bond Chiller Addition Project.

Education Code Section 39153 and Title 24 of the California Code of Regulations requires the District to provide competent, adequate and continuous inspection of each construction project. The proposed services would begin February 2009 and be completed by May 2009. The contract amount shall not exceed \$3,400. The agreement is attached for Board information.

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

Stan Dobbs
Independent Contractor
PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534
ADDRESS

(707) 864-7176
TELEPHONE NUMBER

Maintenance & Operations
ORGANIZATION

February 6, 2009
**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**


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

February 6, 2009
**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT and INDEPENDENT INSPECTION SERVICES, INC.

**AGREEMENT BETWEEN
SOLANO COMMUNITY COLLEGE DISTRICT AND
INDEPENDENT INSPECTIONS SERVICES INCORPORATED
FOR PROFESSIONAL SERVICES FOR THE CHILLER ADDITION**

This is an Agreement made as of February 18, 2009 between Solano Community College District ("District") and Independent Inspections Incorporated ("Consultant") for the provision of specified professional services.

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

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

See Exhibit A.

Consultant represents and warrants that its services and all of its work, materials, equipment and processes depicted or described in the January 15, 2009 proposal or other documents prepared by Consultant shall comply with all local, state and federal laws, codes, ordinances, regulations and rules pertaining thereto.

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

Kitchell is authorized to act as the District's agent, and references to actions by "District" may be undertaken by the "Project Manager/ Program Manager", Kitchell CEM.

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

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

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

SOLANO COMMUNITY COLLEGE DISTRICT and INDEPENDENT INSPECTION SERVICES, INC.

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

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

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

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

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

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

This Agreement (consisting of pages 1, 2, 3 & 4 Exhibit A, and Exhibit B (Independent Inspection Services Proposal Dated January 15, 2009) constitutes the entire Agreement between the District and Consultant and supersedes all prior written or oral understandings. This Agreement may only be amended or modified by a duly executed written instrument.

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

Date

Date

Donald Dumford
Inspector of Record
Independent Inspections Services, Inc.

Richard Christensen, Ed.D.
Director of Human Resources
Solano Community College District

SOLANO COMMUNITY COLLEGE DISTRICT and INDEPENDENT INSPECTION SERVICES, INC.

**EXHIBIT A
TO AGREEMENT BETWEEN
SOLANO COMMUNITY COLLEGE DISTRICT AND
INDEPENDENT INSPECTION SERVICES, INCORPORATED FOR THE CHILLER ADDITION
DESCRIPTION OF BASIC SERVICES AND RELATED MATTERS**

This is an exhibit attached to, made a part of and incorporated by reference in the Agreement made on February 18, 2009 between Solano Community College District (District) and Independent Inspections Services, Incorporated (Consultant) providing professional services.

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

SERVICES

1. As described in the January 15, 2009 proposal letter from Independent Inspections Services, Incorporated to the District regarding DSA Inspection Services for the Addition of Chiller in Building 2000 for Solano Community College District, 4000 Suisun Valley Road, Fairfield, California.

PERFORMANCE PERIOD

1. Services will be provided in accordance with the Project Schedule. Modifications to this schedule must be approved by the District.

COMPENSATION

1. Consultant shall be compensated on an hourly basis, not to exceed an amount of **Three Thousand four hundred dollars and zero cents (\$3,400.00)** for professional services.
2. Additional services due to changes in the scope of work shall be compensated on an hourly rate basis or lump sum fee. Consultant shall not undertake any additional service work without written authorization from Project Manager.

INSURANCE

1. CONSULTANT shall procure and maintain insurance in accordance with the Agreement for the amounts indicated effective through the dates indicated as follows:

Automobile Liability	\$1,000,000
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All staff of Independent Inspection Services are independent contractors.

2. Each required general comprehensive and automobile liability policy, and Worker's Compensation policy shall be endorsed with the following specific language:
 - A. The District, Board of Trustees, its officers, employees, contractors, subcontractors and the Program Manager, Kitchell CEM are named as additional insured for all liability arising out of operations by or on behalf of the named insured in the performance of this Agreement.

- B. The inclusion of more than one insured shall not operate to impair the rights of one insured

SOLANO COMMUNITY COLLEGE DISTRICT and INDEPENDENT INSPECTION SERVICES, INC.

against another insured, and the coverage afforded shall apply as though separate policies have been issued to each insured.

- C. The insurance provided herein is primary and no insurance held or owned by the District shall be called upon to contribute to a loss.
 - D. The coverage provided by this policy shall not be reduced or canceled without thirty (30) days written notice to the District.
3. This Agreement shall be of no force or effect until Consultant provides proof of appropriate insurance to the District.

- End -

AGENDA ITEM Item 9.(f)
MEETING DATE February 18, 2009

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

TO: **Members of the Governing Board**
SUBJECT: **PROFESSIONAL SERVICES AGREEMENT WITH KARL
STUDINGER INSPECTION SERVICES, INC., FOR
MEASURE G BUILDING 100 INTERIM REMODEL**

REQUESTED ACTION: ACCEPTANCE OF AGREEMENT

SUMMARY:

Board approval is requested for an agreement with Karl Studinger Inspection Services, Inc. Karl Studinger Inspection Services, Inc. is a DSA approved inspector which will provide inspection services for the following Measure G Bond funded project: Building 100 Interim Remodel.

Education Code Section 39153 and Title 24 of the California Code of Regulations requires the District to provide competent, adequate and continuous inspection of each construction project. The proposed services would begin March 2009 and be completed by August 2009. The not-to-exceed amount for inspection during the construction period would be \$33,750.00.

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

Stan Dobbs
Independent Contractor

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7176

TELEPHONE NUMBER

Maintenance & Operations

ORGANIZATION

February 6, 2009

**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



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

February 6, 2009

**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT and KARL STUDINGER INSPECTION SERVICES, INC.

**AGREEMENT BETWEEN
SOLANO COMMUNITY COLLEGE DISTRICT AND
KARL STUDINGER INSPECTION SERVICES, INC.
FOR PROFESSIONAL SERVICES
BUILDING 100 INTERIM REMODEL**

This is an Agreement made as of February 18, 2009 between Solano Community College District ("District") and Karl Studinger Inspection Services, Inc. ("Consultant") for the provision of specified professional services.

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

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

See Exhibit A.

Consultant represents and warrants that its services and all of its work, materials, equipment and processes depicted or described in the January 12, 2009 proposal or other documents prepared by Consultant shall comply with all local, state and federal laws, codes, ordinances, regulations and rules pertaining thereto.

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

Kitchell is authorized to act as the District's agent, and references to actions by "District" may be undertaken by the "Project Manager/ Program Manager", Kitchell CEM.

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

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

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

SOLANO COMMUNITY COLLEGE DISTRICT and KARL STUDINGER INSPECTION SERVICES, INC.

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

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

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

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

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

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

This Agreement (consisting of pages 1 & 2, Exhibit A, and Exhibit B (Karl Studinger Inspection Services, Inc. Proposal Dated January 12, 2009) constitutes the entire Agreement between the District and Consultant and supersedes all prior written or oral understandings. This Agreement may only be amended or modified by a duly executed written instrument.

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

Date	Date
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Karl Studinger Inspector of Record Karl Studinger Inspection Services, Inc.	Richard Christensen, Ed.D. Director of Human Resources Solano Community College District
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SOLANO COMMUNITY COLLEGE DISTRICT and KARL STUDINGER INSPECTION SERVICES, INC.

- A. The District, Board of Trustees, its officers, employees, contractors, subcontractors and the Program Manager, Kitchell CEM are named as additional insured for all liability arising out of operations by or on behalf of the named insured in the performance of this Agreement.
 - B. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies have been issued to each insured.
 - C. The insurance provided herein is primary and no insurance held or owned by the District shall be called upon to contribute to a loss.
 - D. The coverage provided by this policy shall not be reduced or canceled without thirty (30) days written notice to the District.
3. This Agreement shall be of no force or effect until Consultant provides proof of appropriate insurance to the District.

- End -



KSIS Inc.

Inspection, And Administration

Phone/Fax (209) 794-2207

Email: ksinspect@aol.com

Exhibit B

Solano Community College
Mr. Stan Dobbs
Interim Bond Director
4000 Suisun Valley Road
Fairfield, Ca. 94534-3197

January 12, 2009

Dear Mr. Dobbs;

Please accept this letter as my bid for the inspection services for the "Library Building Remodel". KSIS Inc. proposes to provide inspection service for the above project under the following conditions:

1. The estimated time for construction is 100 days, and KSIS Inc. will provide inspection service for the above for \$67.50 per hour.
2. The required inspection time on site is estimated to be 500 hours or 5hours per day. The total amount for the above is \$33,750.00.
3. If the project exceeds the allotted time the additional time will be billed at the same rate as indicated above. If the required inspection time is less than indicated above, the remaining funds will remain with the district.

I look forward to working with you on the above project, and if I can be of any further assistance please let me know.

Sincerely,

Karl H. Studinger
Project Inspector



AGENDA ITEM 9.(g)
 MEETING DATE February 18, 2009

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

TO: Members of the Governing Board

**SUBJECT: APPROVAL TO SEEK REPLACEMENT MEMBER TO
 THE MEASURE G CITIZENS' BOND OVERSIGHT
 COMMITTEE**

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested to seek a replacement member to the Measure G Citizens' Bond Oversight Committee. A member, Jan Cox Golovich, resigned from her position and the District will seek a replacement member to represent a civic/business organization from the Benicia area. Ms. Golovich was appointed in August, 2007.

District staff will advertise in the local newspapers. After a sufficient number of applications are received for consideration, a Board subcommittee will review and recommend an applicant to be appointed.

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

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

PRESENTER'S NAME

4000 Suisun Valley Road
 Fairfield, CA 94534-3197

ADDRESS

707-864-7112

TELEPHONE NUMBER

Administration

ORGANIZATION

February 6, 2009

**DATE SUBMITTED TO
 SUPERINTENDENT/PRESIDENT**



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

February 6, 2009

**DATE APPROVED BY
 SUPERINTENDENT/PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: BID #09-006, COVERING PRINTING, MAILING AND DELIVERY OF THE FOLLOWING:
2009 SUMMER & FALL SCHEDULE OF CLASSES
2010 SPRING, SUMMER & FALL SCHEDULE OF CLASSES
2009-10 & 2010-11 FALL & SPRING COMMUNITY SERVICES BULLETIN (VISTAS)
2009-11 CATALOG**

REQUESTED ACTION: AUTHORIZATION TO ADVERTISE BID #09-006

SUMMARY:

Governing Board authorization is requested to advertise and receive bids for the printing, mailing and delivery of the following:

- 2009 Summer and Fall Schedule of Classes
- 2010 Spring, Summer, and Fall Schedule of Classes
- 2009-10 and 2010-11 Fall and Spring Community Services Bulletin (VISTAS)
- 2009-11 Catalog

Request for bid is provided under separate cover for the Board's review. Copies of the Request for Bid are available in the Administrative & Business Services Office.

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Susan Rinne
Interim Director of Fiscal Services

PRESENTER'S NAME

400 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7167

TELEPHONE NUMBER

Administration
ORGANIZATION

February 6, 2009

**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



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

February 6, 2009

**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

AGENDA ITEM Item 9.(i)
MEETING DATE February 18, 2009

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

TO: Members of the Governing Board

**SUBJECT: RESOLUTION PROCLAIMING FEBRUARY 2009 AS
BLACK HISTORY MONTH AT SOLANO COMMUNITY
COLLEGE, RESOLUTION NO. 08/09-23**

REQUESTED ACTION: APPROVAL

SUMMARY:

A resolution proclaiming February 2009 as Black History Month at Solano Community College is presented for approval.

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

Sanford Wright, Coordinator
Ethnic Studies Program

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7000, ext. 4429

TELEPHONE NUMBER

Academic Affairs

ORGANIZATION

February 6, 2009

**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



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

February 6, 2009

**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

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**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**RESOLUTION PROCLAIMING FEBRUARY 2009 AS BLACK
HISTORY MONTH AT SOLANO COMMUNITY COLLEGE**

RESOLUTION NO. 08/09-23

WHEREAS, The Solano Community College District Governing Board honors the heritage of African Americans and acknowledges their many contributions to our Nation;

WHEREAS, Dr. Carter Woodson established Black History Month Week in February 1925, choosing a month that marks the birthdays of two important men who greatly impacted the American black population, Abraham Lincoln and Frederick Douglass;

WHEREAS, In the year 1976, the observance was expanded to Black History Month;

WHEREAS, This month holds great significance from the many milestones it contains: on February 23, 1868, the civil rights leader and co-founder of the NAACP, W.E.B. DuBois was born; on February 3, 1870, the 15th Amendment, granting blacks the right to vote, was passed; on February 12, 1909, the NAACP was founded, and on February 1, 1960, a civil rights movement milestone occurred when a group of black college students began a sit-in at a segregated Woolworth's lunch counter in Greensboro, North Carolina; and

WHEREAS, All of these events and historic visionary leaders such as Frederick Douglass, Thurgood Marshall, and Dr. Martin Luther King, Jr., blazed a trail for freedom, equality, and opportunity and symbolize why Black History Month is celebrated; now therefore be it

RESOLVED, That the Solano Community College District Governing Board proclaims February 2009 as Black History Month.

PASSED AND ADOPTED This 18th day of February 2009, by the Governing Board of Solano Community College District.

A. MARIE YOUNG, BOARD PRESIDENT

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

AGENDA ITEM Item 9.(j)
MEETING DATE February 18, 2009

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

TO: Members of the Governing Board

**SUBJECT: RESOLUTION PROCLAIMING MARCH 2009 AS
WOMEN'S HISTORY MONTH AT SOLANO COMMUNITY
COLLEGE, RESOLUTION NO. 08/09-24**

REQUESTED ACTION: APPROVAL

SUMMARY:

A resolution proclaiming March 2009 as Women's History Month at Solano Community College is presented for approval.

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

Shirley V. Lewis, J.D., Director
Student Development Office

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7168

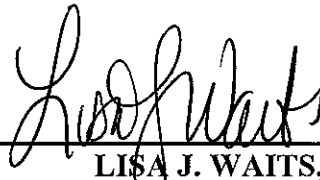
TELEPHONE NUMBER

Student Services

ORGANIZATION

February 6, 2009

**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



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

February 6, 2009

**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

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**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**RESOLUTION PROCLAIMING MARCH 2009 AS WOMEN'S
HISTORY MONTH AT SOLANO COMMUNITY COLLEGE**

RESOLUTION NO. 08/09-24

WHEREAS, Women have been equal partners in the development and history of the United States;

WHEREAS, With the passage of Public Law 100-9, the month of March was officially established as National Women's History Month;

WHEREAS, Women's roles in history and their contributions to world civilization have been overlooked in the past;

WHEREAS, Solano Community College, as a public institution of higher learning, is dedicated to providing opportunities for all people so that they can reach their highest potential; and

WHEREAS, As an institution serving the community, Solano Community College is committed to offering public forums of interest to all segments; now therefore be it

RESOLVED, That the Solano Community College District Governing Board proclaims March 2009 as Women's History Month.

PASSED AND ADOPTED This 18th day of February 2009, by the Governing Board of Solano Community College District.

A. MARIE YOUNG, PRESIDENT

LISA J. WAITS, Ed.D., SECRETARY

AGENDA ITEM Item 11.(a)
MEETING DATE February 18, 2009

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

TO: Members of the Governing Board
SUBJECT: BUDGET INFORMATION REVIEW
REQUESTED ACTION: DISCUSSION AND UPDATES

SUMMARY:

Administrative staff will provide updated information on the Budget Reduction Impact Report.

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Lisa J. Waits
Interim Superintendent/President

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7168


TELEPHONE NUMBER

Student Services

ORGANIZATION

February 6, 2009

**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**


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

February 6, 2009
**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**