

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

TO: Members of the Governing Board

**SUBJECT: BALLOT FOR CALIFORNIA COMMUNITY COLLEGE
TRUSTEES (CCCT) BOARD OF DIRECTORS ELECTION -
2014**

REQUESTED ACTION: APPROVAL OF SUBCOMMITTEE RECOMMENDATIONS

SUMMARY:

A Board Adhoc Subcommittee of the Governing Board for CCCT, consisting of Chair Honeychurch and Trustee Chapman, advanced recommendations for election to the statewide California Community College Trustees (CCCT) Board of Directors. This year there are seven three-year vacancies on the board and one one-year vacancy. Each member Community College District Board of the League shall have one vote for each of the eight vacancies on the CCCT Board of Directors. Only one vote may be cast for any nominee or write-in candidate. The seven candidates who receive the most votes statewide will serve three-year terms. The eighth top vote getter will complete the term that was vacated by a CCCT member that did not seek re-election in her district last November. That term expires in 2015 and the candidate elected to complete that term will be eligible to run for re-election as an incumbent in 2015. In the event of a tie vote for the last position to be filled, the CCCT board will vote to break the tie. A copy of the ballot is provided as Attachment #1. The official ballot was postmarked by April 25, 2014.

The Adhoc Subcommittee made their recommendations to the Governing Board and request approval of the recommendations made, effective April 2, 2014.

Government Code: Board Policy: CCCT Governing Board Policies Estimated Fiscal Impact: N/A

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

Jowel C. Laguerre, Ph.D.
Superintendent-President

PRESENTER'S NAME

400 Suisun Valley Road
Fairfield, CA 94534

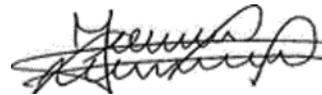
ADDRESS

707-864-7112

TELEPHONE NUMBER

Administration
ORGANIZATION

April 25, 2014
**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



JOWEL C. LAGUERRE, Ph.D.
Superintendent-President

April 25, 2014
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: MEMBERS OF THE GOVERNING BOARD
SUBJECT: CONSENT CALENDAR – HUMAN RESOURCES
REQUESTED ACTION: APPROVAL

EMPLOYMENT 2013-2014

Regular Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Steve Escobar	Technology Specialist (Range 17 / Step 1)	05/12/14
Neil Glines	Dean of Liberal Arts (Range 49 / Step 6)	07/01/14
Leslie B. Minor, PhD	Dean of Social Behavioral Sciences (Range 49 / Step 6)	07/01/14
Lindsay Padilla	FT Sociology Instructor (Range / Step TBD)	08/08/14
Rischa Slade	Director of Student Life (Range 43/ Step 2)	07/01/14
TBA	Director of MESA (Range XX/Step X)	07/01/14
TBA	Counselor	07/01/14
TBA	Chemistry	07/01/14

Change in Assignment

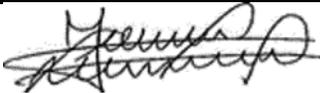
<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Steven Springer	From 100% Counselor to 60% Counselor and 40% Counseling Coordinator	03/04/14

Short-term/Temporary/Substitute

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Eileen Amick	Administrative Assistant II	04/04/14 – 06/03/14	\$16.39 hr.
Brenda Arnold	Student Services Asst. II	04/01/14 – 05/31/14	\$16.39 hr.

Bruce Petersen
AVP, Human Resources

April 25, 2014
Date Submitted



JOWEL C. LAGUERRE, Ph.D.
Superintendent-President

April 25, 2014
Date Approved

Short-term/Temporary/Substitute – continued:

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Kathleen Callison	Assist and Program Reviews	04/01/14 – 05/20/14	\$56.58 hr.
Christopher Collins	UMOJA Learning Community Instructor	04/01/14 – 06/30/14	\$59.91 hr.
Lisa Dillard	Substitute Curriculum Analyst	02/24/14 – 06/30/14	\$19.53 hr.
Melinda Grefaldia	Accounts Receivable Specialist I	04/11/14 – 04/30/14	\$17.16 hr.
Karen Lowe	ESL Instruction	04/01/14 – 06/30/14	\$66.67 hr.
Laura Palmer	Registration Aide	03/24/14 – 06/30/14	\$10.00 hr.
Danielle Slade	Counseling Training	03/10/14 – 04/30/14	\$50.53 hr.
Amanda Broadhurst Werrin	Substitute Administrative Assistant III	04/01/14 – 06/30/14	\$16.39 hr.

GRATUITOUS SERVICE

<u>School/Department</u>	<u>Name</u>	<u>Assignment</u>
Human Performance and Development	Kelby Chao	Dancer/Performer for Dance Production Class for April – May 2014
Human Performance and Development	Giselle Cisneros	Dancer/Performer for Dance Production Class for April – May 2014
Human Performance and Development	Catherine Ligioso	Dancer/Performer for Dance Production Class for April – May 2014
Human Performance and Development	Puneet Prasad	Dancer/Performer for Dance Production Class for April – May 2014
Mathematics and Science	Dorothy Hawkes	Student Instructor through June 30, 2014

RESIGNATIONS

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Charo Albarran	Human Resources Manager	06/30/14
Lisa C. Romero	Nursing	05/20/14
Lynn C. Denham-Martin	Nursing	05/20/14

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: PROPOSED NEW JOB DESCRIPTION
OCCUPATIONAL EDUCATION ASSISTANT
(WORK EXPERIENCE)

REQUESTED ACTION: APPROVAL

SUMMARY

As a result of the Program Review and to meet the plan the District has on file with the Chancellor's Office, a new position has been created to support the Occupational/Work Experience program at Solano Community College. This position will provide much needed clerical assistance to support the program. Occupational Education Assistant will be placed on Range 10 of the California School Employees Association Salary Schedule.

Approval is requested at this time.

Government Code: 88001, 88009, 88013 Board Policy: 4720 Estimated Fiscal Impact: Unknown

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Nona Cohen-Bowman, Consultant
Human Resources

PRESENTER'S NAME

360 Campus Lane, 201
Fairfield, CA 94534

ADDRESS

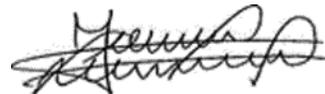
707 864-7263

TELEPHONE NUMBER

Administration
ORGANIZATION

April 25, 2014

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT



JOWEL C. LAGUERRE, Ph.D.
Superintendent-President

April 25, 2014

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

**SOLANO COMMUNITY COLLEGE DISTRICT
CLASS SPECIFICATION**

CLASS TITLE: OCCUPATIONAL EDUCATION ASSISTANT (Work Experience)

BASIC FUNCTION:

Under the direction of the Division Dean, perform technical and clerical work in an instructional program office (Occupational Education); assist instructors by helping students with paperwork and regulations, maintain a relational database which tracks student registration, attendance and progress reports; assist employers with paperwork and regulations regarding internship sites; serve as a source of program information.

DISTINGUISHING CHARACTERISTICS:

The Instructional Assistant class is distinguished from the Instructional Lab Technician class in that incumbents assigned to the class of Instructional Assistant provide clerical support such as preparing instructional materials, maintaining records related to program activities, ordering supplies and equipment and providing basic assistance to students about program regulations, schedules and other matters. The incumbent must possess technical and academic training and experience in the assigned field. Incumbents work independently and provide instructional assistance to students and instructors in an instructional program designated for a specific academic or vocational subject area.

DUTIES AND RESPONSIBILITIES:

Essential duties and responsibilities include the following. Other job-related duties may be assigned.

- Operate microcomputer to develop and maintain relational database, which tracks student registration, attendance; regulatory paperwork and progress reports; monitor mainframe computer for student registration changes; download attendance data from mainframe database and upload into local database; back up databases and computer hard drive.
- Use word processing, spreadsheet and database software to perform clerical work; prepare and maintain records and files containing financial, statistical and student information; maintain confidentiality of information as appropriate.
- File student papers and documents; record instructor assigned grades and scores; design and maintain spreadsheet data for assignment and attendance tracking; assist in maintaining current class rosters (such as indicating date entered, withdrawal, completion or regulatory paperwork, etc.).
- Receive and make telephone calls related to program activities; provide routine information or refer caller to appropriate personnel; may coordinate student program schedules, assist in conducting program orientations; maintain student progress and

attendance records when assigned; maintain records related to students attendance and compliance with Title 5 regulations.

- Assist in preparation of instructional materials for demonstration in both face-to-face and online formats using presentation and publishing software. Monitor supply of and reproduction of instructional materials; prepares supply orders; maintain files of master materials.
- Format, type, proofread, generate, and distribute correspondence, reports, lists, summaries and other materials relative to the assigned area to instructors and other staff members.
- Train and provide work direction to student workers as assigned.
- Perform other job related duties as assigned.

MINIMUM QUALIFICATIONS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The qualifications listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION AND EXPERIENCE:

Two years of office technology experience which includes the operation of microcomputers; peripheral equipment and office software or any combination of training, experience and/or education that provides the required knowledge, skills, and abilities.

KNOWLEDGE AND ABILITIES:

- Demonstrate knowledge of modern office practices, procedures and equipment, including letter and report writing, record-keeping, receptionist and telephone techniques.
- Demonstrate competence in the use and operation of computer software systems and applications such as Microsoft Word, Excel, PowerPoint, Front Page, Publisher, Outlook and Access database design.
- Operate office equipment including copier, calculator, facsimile machine, and others.
- Work independently with minimal direction.
- Format, type, proofread, and distribute documents and other written materials.
- Meet schedules and timelines.
- Maintain accurate student records.

- Plan and organize work.
- Establish and maintain effective and cooperative working relationships with others.
- Work confidentially with discretion.
- Demonstrate a sensitivity to relate to persons with diverse socio-economic, cultural, and ethnic backgrounds, including the disabled.
- Assist students in understanding and applying principles of Occupational Education.

LANGUAGE SKILLS:

- Ability to read and interpret regulatory policies such as those required by Title 5.
- Ability to write routine reports and correspondence using correct English usage, grammar, spelling, punctuation and vocabulary.
- Ability to effectively present information in person or on the telephone to students, staff or the public.
- Ability to speak effectively before groups of students and staff.

MATHEMATICAL SKILLS:

Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Able to compute percentages.

REASONING ABILITY:

- Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.
- Ability to deal effectively with problems involving several elements in regular situations.
- Ability to learn quickly and apply specific rules, policies and procedures of the program and function to which assigned.

CERTIFICATES, LICENSES, REGISTRATIONS:

None are required for this classification.

PHYSICAL DEMANDS:

- The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable

accommodations may be made to enable individuals with disabilities to perform the essential functions.

- While performing the duties outlined in this classification, employees in this classification are regularly required to sit for long periods of time, use hands and fingers to operate an electronic keyboard or other office machines, reach with hands and arms, stoop or kneel or crouch to file, speak clearly and distinctly to answer telephones and to provide information; and hear and understand voices over telephone and in person. Employees in this classification are frequently required to pick up or deliver material to other campus locations.
- Employees assigned to this classification frequently must lift, carry and/or move objects weighing up to 10 pounds.
- Specific vision abilities required for positions assigned to this classification include close vision (clear vision at 20 inches or less), color vision (ability to identify and distinguish colors), ability to adjust focus (ability to adjust the eye to bring an object into sharp focus).

WORK ENVIRONMENT:

- The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
- The work assigned to this classification is typically performed in an instructional program office environment. While performing the duties of this classification, the employee regularly is subjected to frequent interruptions and exposed to the risks of computer generated video radiation. The environment is moderately noisy.
- Work hours are generally Monday through Friday but occasional weekends are required to assist at orientations and special activities.

MM/dlw/ea 1/24/14

Board Approved:

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

TO: Members of the Governing Board

SUBJECT: WARRANT LISTINGS

REQUESTED ACTION: APPROVAL

SUMMARY:

3/24/2014	Vendor Payment	2511053364	\$23,292.78
3/24/2014	Vendor Payment	2511053365-2511053456	\$177,462.62
3/25/2014	Vendor Payment	2511053457-2511053461	\$138,671.82
3/25/2014	Vendor Payment	2511053462-2511053465	\$21,750.93
3/25/2014	Vendor Payment	2511053466-2511053531	\$177,114.10
3/28/2014	Vendor Payment	2511053532-2511053567	\$10,845.00
3/31/2014	Vendor Payment	2511053568-2511053648	\$730,047.34
4/01/2014	Vendor Payment	2511053649-2511053655	\$124,892.44
4/01/2014	Vendor Payment	2511053656-2511053664	\$48,247.77
4/08/2014	Vendor Payment	2511053665-11053666	\$9,898.68
4/09/2014	Vendor Payment	2511053667-2511053675	\$360,001.86
4/09/2014	Vendor Payment	2511053676-2511053793	\$220,785.93
4/10/2014	Vendor Payment	2511053794-2511053829	\$13,073.50
4/21/2014	Vendor Payment	2511053830-2511053834	\$13,275.15
4/21/2014	Vendor Payment	2511053835-2511053846	\$156,404.63
4/21/2014	Vendor Payment	2511053847-2511053926	<u>\$182,306.92</u>
		TOTAL	\$2,408,071.47

Copies of the Warrant Listings are available online at www.solano.edu under Governing Board Attachments and at the following locations: Office of the Superintendent-President and Office of the Vice President of Finance and Administration.

Government Code: **ECS 70902 & 81656** *Board Policy:* **3240** *Estimated Fiscal Impact:* **\$2,408,071.47**

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

Yulian Ligioso, Vice President
Finance & Administration

PRESENTER'S NAME

360 Campus Lane, Suite 201
Fairfield, CA 94534

ADDRESS

707-864-7209

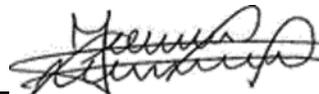
TELEPHONE NUMBER

Finance & Administration

ORGANIZATION

April 25, 2014

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



JOWEL C. LAGUERRE, Ph.D.
Superintendent-President

April 25, 2014

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

AGENDA ITEM 7. (f)
MEETING DATE May 7, 2014

**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

Small Business Sector Navigator
Charles Eason, Director

PlanningShop	Keynote Speaker at Small Business Summit	May 8, 2014 – June 7, 2014	Not to exceed \$5,000.00
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Yulian I. Ligioso

Vice President, Finance and Administration

April 25, 2014

Date Submitted



JOWEL C. LAGUERRE, Ph.D.
Superintendent-President

April 25, 2014

Date Approved

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

TO: Members of the Governing Board

**SUBJECT: CITIZENS' BOND OVERSIGHT COMMITTEE
MEMBER APPLICATION**

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested for the Citizens' Bond Oversight Committee Membership of Angelo Cellini. Mr. Cellini is a thirty year resident of Solano County and currently a Business Representative for Operating Engineers Local #3. Mr. Cellini will be representing the Construction/Trade industry as a member of the CBOC.

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

Leigh Sata
Executive Bonds Manager

PRESENTER'S NAME

360 Campus Lane, Suite 201
Fairfield, CA 94534

ADDRESS

(707) 863-7855

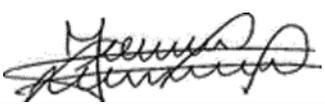
TELEPHONE NUMBER

Administration

ORGANIZATION

April 25, 2014

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



JOWEL C. LAGUERRE, Ph.D.
Superintendent-President

April 25, 2014

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AMENDMENT TO DANNIS WOLIVER
 KELLY (DWK), CONSTRUCTION ATTORNEYS, FOR
 MEASURE G AND MEASURE Q BONDS LEGAL
 SERVICES**

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested to amend the previously approved agreement with DWK for construction counsel related to Measure G and Measure Q Bonds. Services will include providing legal services in the areas of all construction related matters, including, but limited to: real estate purchase and lease agreements, public contract code interpretation, contract review and development, negotiation and representation in meetings as necessary and other matters related to execution of Measure G and Measure Q Bonds.

This contract amendment is to provide continuing legal services for the remainder of fiscal year 2013/2014 in the amount not to exceed \$48,500.

<i>Government Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$48,500 Measure Q Funds</i>
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SUPERINTENDENT'S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Leigh Sata
 Executive Bonds Manager

PRESENTER'S NAME

360 Campus Lane, Suite 201
 Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Administration

ORGANIZATION

April 25, 2014

**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**



JOWEL C. LAGUERRE, Ph.D.
 Superintendent-President

April 25, 2014

**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**

AMENDMENT TO AGREEMENT

PARTIES

This [FIRST] Amendment to Agreement ("Amendment") is entered into between Solano Community College District ("District") and Dannis Woliver Kelley (DWK) ("Consultant"), collectively the "Parties").

RECITALS

WHEREAS, District and Consultant entered into a Professional Services Agreement ("Agreement"), dated July 1, 2013, for services related to Legal Services for Measure G and Measure Q Bonds ("Project"); and

WHEREAS, District and Consultant desire to amend the Agreement to provide continuing legal services for the remainder of the fiscal year 2013/14.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth above and contained herein, District and Consultant agree as follows:

AGREEMENT

1. Section Additional Services is added to the Agreement to read:
Except as hereinafter provided, College agrees to pay Attorney additional services in the amount of Forty Eight Thousand and Five Hundred Dollars (\$48,500) to provide continuing legal services for the remainder of the fiscal year 2013/14. Hourly rates for all identified legal services personnel of DWK in the contract remain unchanged.
2. The term of the Agreement shall be extended until the Project has been completed, but in no event later than July 1, 2014, subject to further extension by agreement of the parties.
3. Except as set forth in this Amendment, all provisions of the Agreement and any previous extension(s) and/or amendment(s) thereto shall remain unchanged, in full force and effect, and are reaffirmed. This Amendment shall control over any inconsistencies between it and the Agreement and/or any previous extension(s) and/or amendment(s).
4. Consultant acknowledges and agrees that this Amendment shall not be binding on the Parties until and unless the Solano Community College District's Governing Board approves this Amendment.

IN WITNESS WHEREOF, the parties hereto have accepted and agreed to this Amendment on the dates indicated below.

Dated: _____, 20__

Dated: _____, 20__

**SOLANO COMMUNITY COLLEGE
DISTRICT**

By: _____

By: _____

Print Name: JOWEL C. LAGUERRE, Ph.D.

Print Name: _____

Print Title: SUPERINTENDENT – PRESIDENT

Print Title: _____

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: CHANGE ORDER NO. 01 TO ENLIGHT ENERGY
EFFICIENT LIGHTING, INC. FOR THE ESCO LIGHTING
ENERGY EFFICIENCY PROJECT

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested for Change Order No.1 to EnLight Inc. construction contract for ESCO Lighting Energy Efficiency Project. Attached are the Change Order Request Breakdown and Change Order Summary.

Revised contract figures are as follows:

Contract Award Amount	\$	592,833.00
Prior Change Orders	\$	0.00
Change Order No. 01	\$	14,759.00
Total Change Orders	\$	14,759.00
Revised Contract Amount	\$	607,592.00

Government Code: Board Policy: Estimated Fiscal Impact: \$14,759 Measure Q Funds

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Leigh Sata
Executive Bonds Manager

PRESENTER'S NAME

360 Campus Lane, Suite 201
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Administration
ORGANIZATION

April 25, 2014

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT

JOWEL C. LAGUERRE, Ph.D.
Superintendent-President

April 25, 2014

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT



Solano Community College District
 360 Campus Lane Suite 203
 Fairfield, CA 94534
 Tel: 707-864-7189 Fax: 707-207-0423

KITCHELL CEM

Change Order # 1
 Project No.:
 Date: 5/7/2014

DSA File No.: 48-C1
 DSA App. No.: N/A

Project: ESCO Lighting Energy Efficiency Project
 Vallejo, Fairfield, & Vacaville

To: EnLight - Energy Efficient Lighting, Inc.
 5600A Sunol Blvd.,
 Pleasanton, California 94566

The Contract is Changed as Follows:			
Item#		Amount	Days Added
01	Pool Lighting LED Retro-fit	\$ 14,759.00	60
TOTAL COST OF CHANGE ORDER \$ 14,759.00			
		Original Contract Sum: \$ 592,833.00	
		Total change By Previous Change Orders: \$ -	
		Contract Sum Prior to This Change Order: \$ 592,833.00	
		Original Contract Sum will be Increased by This Change Order: \$ 14,759.00	
		The New Contract Sum Including This Change Order Will Be: \$ 607,592.00	
		The Contract Completion Date Is: 4/1/2014	
		Days added by this Change Order: 60	
		Revised Completion Date: 5/31/2014	
CONTRACTOR: <u>Neil Saigh</u> Project Manager Enlight Inc.		Date: _____	
OWNER: <u>Leigh Sata</u> Executive Bonds Manager Solano Community College District		Date: _____	

5/7/2014 PCO's RECOMMENDED FOR APPROVAL

ESCO LIGHTING

PCO	Description	Negotiated Amount	Reason	Summary	CO
1	Pool Lighting LED Retro-fit	\$ 14,759.00	Error & Omissions	Enlight is requesting financial compensation to furnish and install 17 new lighting fixtures around the existing Pool Deck at the Fairfield Campus. The proposed retro-fit lighting would have met the PG&E saving requirements, but not provide the equivalent light levels of the existing light fixtures. Therefore, as a safety precaution, the Cree LED fixture was selected because it meets the Energy Saving Requirements and the light levels are equivalent and/or better than the existing lighting.	1
	Total Change Order Cost	\$ 14,759.00			

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

TO: **Members of the Governing Board**

SUBJECT: **CHANGE ORDER NO. 03 TO GRADETECH
CONSTRUCTION FOR VACAVILLE PARKING LOT
EXPANSION PROJECT**

REQUESTED ACTION: **APPROVAL**

SUMMARY:

Board approval is requested for Change Order No. 03 to GradeTech Inc. construction contract for Vacaville Parking Lot Expansion Project. Attached is the Change Order Request Breakdown and Change Order Summary.

Revised contract figures are as follows:

Contract Award Amount	\$ 1,398,000.00
Prior Change Orders	\$ 29,286.93
Change Order No. 03	\$ 6,300.00
Total Change Orders	\$ 35,586.93
Revised Contract Amount	\$ 1,433,586.93

<i>Government Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$6,300 Measure G Funds</i>
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SUPERINTENDENT'S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Leigh Sata
Executive Bonds Manager

PRESENTER'S NAME

360 Campus Lane, Suite 201
Fairfield, CA 94534

ADDRESS

(707) 863-7855

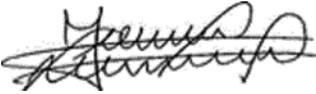
TELEPHONE NUMBER

Administration

ORGANIZATION

April 25, 2014

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



JOWEL C. LAGUERRE, Ph.D.
Superintendent-President

April 25, 2014

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**



Solano Community College District
 360 Campus Lane Suite 203
 Fairfield, CA 94534
 Tel: 707-864-7189 Fax: 707-207-0423

KITCHELL CEM

Change Order # 3
 Project No.: 12-004
 Date: 5/7/2014

DSA File No. : 48-C1
 DSA Number: 02-112992

Project: Vacaville Center Parking Lot Expansion
 2001 N. Village Parkway
 Vacaville CA

Architect: HA+A
 P.O. Box 1687
 Vacaville, CA 95696

To: GradeTech Inc.
 P.O. Box 1728
 San Ramon CA 94584

The Contract is Changed as Follows:			
Item #		Amount	Days Added
01	(PCO 30)- Additional Accessible Stalls Required By DSA.	\$ 6,300.00	0

TOTAL COST OF CHANGE ORDER \$ 6,300.00

Original Contract Sum:	\$ 1,398,000.00
Total change By Previous Change Orders:	\$ 29,286.93
Contract Sum Prior to This Change Order:	\$ 1,427,286.93
Original Contract Sum will be Increased by This Change Order:	\$ 6,300.00
The New Contract Sum Including This Change Order Will Be:	\$ 1,433,586.93

The Contract Completion Date is:	3/15/2014
Contract Time Will be Changed by This Change Order:	0
The date of substantial completion as of the of this change order is:	3/15/2014

ARCHITECT: _____
 Robert Henley
 Architect
 HA+A Architects

CONTRACTOR: _____
 Chris Jordan
 Project Manager
 Grade Tech Inc.

Date:

OWNER: _____
 Leigh Sata
 Executive Bonds Manager
 Solano Community College District

Date:

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: AMENDED SABBATICAL LEAVE – ACADEMIC
YEAR 2014 -2015

REQUESTED ACTION: APPROVAL

SUMMARY

At the November 20, 2013 Board Meeting, approval was granted for Sabbatical Leaves for the 2014–2015 academic year. Professor Theresa Pearson-Bloom has requested to reduce her approved Sabbatical Leave from the full academic year 2014–2015 to fall 2014.

Approval is requested at this time.

Government Code: 87767 Board Policy: Estimated Fiscal Impact: \$20,000.00
CEO 2013-2014 Goal #4” Enhance Professional Development

SUPERINTENDENT’S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Diane White, Interim Vice President
Academic Affairs

PRESENTER’S NAME

360 Campus Lane, 201
Fairfield, CA 94534

ADDRESS

707 864-7102

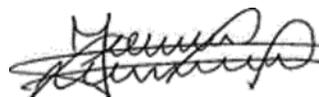
TELEPHONE NUMBER

Academic Affairs

ORGANIZATION

April 25, 2014

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



JOWEL C. LAGUERRE, Ph.D.
Superintendent-President

April 25, 2014

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: AMENDED RENEWAL OF CHILDREN’S PROGRAMS
CONTRACT AND RESOLUTION – CCTR-3303

REQUESTED ACTION: APPROVAL

SUMMARY:

This amended renewal agreement with the state of California, dated July 1, 2013, designated as number CCTR-3303, General Child Development Program, Project Number 48-7055-00-3, is the second amendment for the year due to an additional day of operation. The original contract stated 191 minimum days of operation; the amended contract now states 192 days.

There are no changes to the maximum reimbursable amount of the contract: \$232,491.00.

Copies of the full agreement are in the Office of the Superintendent-President, Office of Finance and Administration, and the Office of the Director of Children’s Programs.

Government Code: 81655 Board Policy: 3520 Estimated Fiscal Impact: \$232,491.00

SUPERINTENDENT’S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Christie Speck, Director
Children’s Programs

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7183

TELEPHONE NUMBER

Academic Affairs

ORGANIZATION

April 25, 2014

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

JOWEL C. LAGUERRE, Ph.D.
Superintendent-President

April 25, 2014

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

RESOLUTION

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services **and to authorize the designated personnel to sign contract documents for fiscal year 2013-14.**

RESOLUTION

Be it resolved THAT THE Governing Board of Solano Community College District

Authorizes entering into local agreement number/s CCTR-3303 (Amendment 02) and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>Jowel C. Laguerre, Ph.D.</u>	<u>Secretary</u>	_____
<u>Pam Keith</u>	<u>Board President</u>	_____
_____	_____	_____

PASSED AND ADOPTED THIS Seventh day of May 2013–2014, by the
Governing board of Solano Community College District
of Solano County, California.

I, JOWEL C. LAGUERRE, Ph.D., of
Solano Community College District, of Solano, County,

California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a regular meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

(Clerks signature)

(Date)



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 13 - 14

Amendment 02

DATE: October 25, 2013

CONTRACT NUMBER: CCTR-3303

PROGRAM TYPE: GENERAL CHILD CARE & DEV PROGRAMS

PROJECT NUMBER: 48-7055-00-3

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES
MDO Change

CONTRACTOR'S NAME: SOLANO COMMUNITY COLLEGE DISTRICT

This agreement with the State of California dated July 01, 2013 designated as number CCTR-3303 and Amendment #01 (Increase (AB 110)) shall be amended in the following particulars but no others:

The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of this agreement shall be \$232,491.00. (No change)

The Maximum Rate per child day of enrollment payable pursuant to the provisions of this agreement shall be \$34.38. (No change)

SERVICE REQUIREMENTS

The Minimum Days of Operation (MDO) shall be amended by deleting reference to 191 and inserting 192 in place thereof.

The minimum Child Days of Enrollment (CDE) Requirement shall be 6,762.0. (No change)

EXCEPT AS AMENDED HEREIN all terms and conditions of the original agreement shall remain unchanged and in full force and effect.

STATE OF CALIFORNIA		CONTRACTOR				
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)				
PRINTED NAME OF PERSON SIGNING Margie Burke, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING Jowel C. Laquerre, Ph.D., Superintendent/President				
TITLE Contracts, Purchasing & Conference Services		ADDRESS 4000 Guigun Valley Rd., Fairfield, CA 94534				
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 0	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE		Department of General Services use only		
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 232,491	(OPTIONAL USE) See Attached	ITEM				
TOTAL AMOUNT ENCUMBERED TO DATE \$ 232,491	OBJECT OF EXPENDITURE (CODE AND TITLE) 702	CHAPTER	STATUTE			FISCAL YEAR
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.			
SIGNATURE OF ACCOUNTING OFFICER See Attached		DATE		Page 25 of 166		

CONTRACTOR'S NAME: SOLANO COMMUNITY COLLEGE DISTRICT

CONTRACT NUMBER: CCTR-3303

Amendment 02

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 0	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 74,719	(OPTIONAL USE)0656 13609-7055	FC# 93.596	PC# 000321	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 74,719	ITEM 30.10.020.001 6110-194-0890	CHAPTER 20	STATUTE 2013	FISCAL YEAR 2013-2014
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 0	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 35,641	(OPTIONAL USE)0656 15136-7055	FC# 93.575	PC# 000324	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 35,641	ITEM 30.10.020.001 6110-194-0890	CHAPTER 20	STATUTE 2013	FISCAL YEAR 2013-2014
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 0	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 122,131	(OPTIONAL USE)0656 23254-7055			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 122,131	ITEM 30.10.020.001 6110-194-0001	CHAPTER 20	STATUTE 2013	FISCAL YEAR 2013-2014
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590			

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.	T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER	DATE	Page 26 of 166

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: AMENDED RENEWAL OF CHILDREN’S PROGRAMS
CONTRACT CALIFORNIA STATE PRESCHOOL
PROGRAM AND RESOLUTION – CSPP-3580
REQUESTED ACTION: APPROVAL

SUMMARY:

This amended renewal agreement with the state of California, dated July 1, 2013, designated as number CSPP-3580, California State Preschool Program, Project Number 48-7055-00-3, is the second amendment for the year due to an additional day of operation. The original contract stated 191 minimum days of operation; the amended contract now states 192 days.

There are no changes to the maximum reimbursable amount of the contract: \$360,503.00.

Copies of the full agreement are in the Office of the Superintendent-President, Office of Finance and Administration, and the Office of the Director of Children’s Programs..

Government Code:81655 Board Policy:3520 Estimated Fiscal Impact: \$360,503.00

SUPERINTENDENT’S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Christie Speck, Director
Children’s Programs

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7183

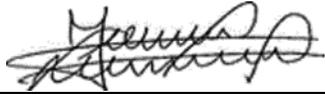
TELEPHONE NUMBER

Academic Affairs

ORGANIZATION

April 25, 2014

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



JOWEL C. LAGUERRE, Ph.D.
Superintendent-President

April 25, 2014

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

RESOLUTION

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services **and to authorize the designated personnel to sign contract documents for fiscal year 2013-14.**

RESOLUTION

Be it resolved THAT THE Governing Board of Solano Community College District

Authorizes entering into local agreement number/s CSPP-3580 (Amendment 02) and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>Jowel C. Laguerre, Ph.D.</u>	<u>Secretary</u>	_____
<u>Pam Keith</u>	<u>Board President</u>	_____
_____	_____	_____

PASSED AND ADOPTED THIS Seventh day of May 2013–2014, by the
Governing board of Solano Community College District
of Solano County, California.

I, JOWEL C. LAGUERRE, Ph.D., of
Solano Community College District, of Solano, County,

California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a regular meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

(Clerks signature)

(Date)

RESOLUTION

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services **and to authorize the designated personnel to sign contract documents for fiscal year 2013-14.**

RESOLUTION

Be it resolved THAT THE Governing Board of Solano Community College District

Authorizes entering into local agreement number/s CSPP-3580 (Amendment 02) and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>Jowel C. Laguerre, Ph.D.</u>	<u>Superintendent-President</u>	_____
_____	_____	_____
_____	_____	_____

PASSED AND ADOPTED THIS Seventh day of May 2013–2014, by the
Governing board of Solano Community College District
of Solano County, California.

I, JOWEL C. LAGUERRE, Ph.D., of
Solano Community College District, of Solano, County,

California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a Governing Board meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

(Clerks signature)

(Date)



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 13 - 14

Amendment 02

DATE: October 25, 2013

CONTRACT NUMBER: CSPP-3580

PROGRAM TYPE: CALIFORNIA STATE PRESCHOOL PROGRAM

PROJECT NUMBER: 48-7055-00-3

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES
MDO Change

CONTRACTOR'S NAME: SOLANO COMMUNITY COLLEGE DISTRICT

This agreement with the State of California dated July 01, 2013 designated as number CSPP-3580 and Amendment #01 (Increase (AB110)/Restoration) shall be amended in the following particulars but no others:

The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of this agreement shall be \$360,503.00. (No change)

The Maximum Rate per child day of enrollment payable pursuant to the provisions of this agreement shall be \$34.38. (No change)

SERVICE REQUIREMENTS

The Minimum Days of Operation (MDO) shall be amended by deleting reference to 191 and inserting 192 in place thereof.

The minimum Child Days of Enrollment (CDE) Requirement shall be 10,486.0. (No change)

EXCEPT AS AMENDED HEREIN all terms and conditions of the original agreement shall remain unchanged and in full force and effect.

STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING Margie Burke, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING Jowel C. Laguerre, Ph.D., Superintendent/President			
TITLE Contracts, Purchasing & Conference Services		ADDRESS 4000 Guinn Valley Rd., Fairfield, CA 94534			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 0	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Department of General Services use only			
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 360,503	(OPTIONAL USE) See Attached				
TOTAL AMOUNT ENCUMBERED TO DATE \$ 360,503	ITEM See Attached	CHAPTER	STATUTE	FISCAL YEAR	
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.		
SIGNATURE OF ACCOUNTING OFFICER See Attached		DATE			

CONTRACTOR'S NAME: SOLANO COMMUNITY COLLEGE DISTRICT

CONTRACT NUMBER: CSPP-3580

Amendment 02

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 0	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 40,339	(OPTIONAL USE)0656 13609-7055	FC# 93.596	PC# 000321	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 40,339	ITEM 30.10.020.001 6110-194-0890	CHAPTER 20	STATUTE 2013	FISCAL YEAR 2013-2014
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290				

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 0	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 19,241	(OPTIONAL USE)0656 15136-7055	FC# 93.575	PC# 000324	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 19,241	ITEM 30.10.020.001 6110-194-0890	CHAPTER 20	STATUTE 2013	FISCAL YEAR 2013-2014
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290				

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 0	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 213,980	(OPTIONAL USE)0656 23038-7055			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 213,980	ITEM 30.10.010. 6110-196-0001	CHAPTER 20	STATUTE 2013	FISCAL YEAR 2013-2014
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590				

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 0	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 65,935	(OPTIONAL USE)0656 23254-7055			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 65,935	ITEM 30.10.020.001 6110-194-0001	CHAPTER 20	STATUTE 2013	FISCAL YEAR 2013-2014
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590				

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 0	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 21,008	(OPTIONAL USE)0656 25231-7055			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 21,008	ITEM 30.10.010. 6100-196-0001	CHAPTER 20	STATUTE 2013	FISCAL YEAR 2013-2014
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590				

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.	T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER	DATE	Page 31 of 166

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: MEMORANDUM OF UNDERSTANDING BETWEEN
GOODRICH CORPORATION AND SOLANO
COMMUNITY COLLEGE DISTRICT
REQUESTED ACTION: APPROVAL

SUMMARY:

An agreement between Solano Community College District and the Goodrich Corporation for special educational services is being presented to the Governing Board for approval.

The District will provide training and assessment for certification of Soldering Leadwires Techniques (SLT) for up to 15 Goodrich employees. The District will coordinate and deliver the assessment and training and award certification to each employee who successfully completes the SLT assessment. Training will take place on April 9, 2014. Training will be delivered on-site at the Goodrich Corporation.

Goodrich Corporation will compensate the District \$3,000.00 for all educational services rendered. The cost is inclusive for all assessment and instruction.

A copy of the Agreement is available in the Office of the Superintendent-President, the Office of the Vice President of Finance and Administration, and in the Office of Workforce Training and Grants Management.

Approval is requested at this time.

Government Code: 78021 Board Policy: 3520 Estimated Fiscal Impact: \$3,000 (Revenue)
BOT 2013-14 Goals: Goal #3

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Deborah Mann, Director
Workforce Training and Grants Management

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7195

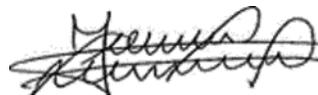
TELEPHONE NUMBER

Academic Affairs

ORGANIZATION

April 25, 2014

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT



JOWEL C. LAGUERRE, Ph.D.
Superintendent-President

April 25, 2014

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

**SOLANO COMMUNITY COLLEGE DISTRICT
AGREEMENT FOR EDUCATIONAL SERVICES**

THIS AGREEMENT is entered into by and between **SOLANO COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as “District” and **Goodrich Corporation, 3530 Branscombe Road Fairfield, CA 94533**, hereinafter referred to as the “Goodrich Corporation.”

WHEREAS, the Goodrich Corporation desires to engage the District to render special educational services,

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- A. The District will provide training and assessment for certification of Soldering Leadwires Techniques (SLT) for up to 15 employees.
- B. The District will coordinate and deliver the assessment and training and award certification to each employee who successfully completes the SLT assessment. The assessment and training will take place on April 9, 2014. Training will be held at the Goodrich Corporation facility, on the manufacturing floor. Additional certification activities can be scheduled as needed with an addendum to this contract.
- C. The Goodrich Corporation will identify all employees to be assessed, and will provide all testing materials.
- D. The Goodrich Corporation will compensate the District for all services rendered and expenses at a rate of three thousand dollars and no cents (\$3,000.00).
- E. Payments by the Goodrich Corporation to the District will be due upon receipt of invoice.
- F. **IT IS MUTUALLY UNDERSTOOD** that the Organization and the District shall secure and maintain in full force and effect during the full term of this Agreement, liability insurance in the amounts and written by carriers satisfactory to the Organization and the District respectively.
- G. The District will indemnify, and hold harmless, in any actions of law or equity, the Organization, its officers, employees, agents and elective and appointive boards from all claims, losses, damage, including property damages, personal injury, including death, and liability of every kind, nature and description, directly or indirectly arising from the operations of the District under this Agreement or of any persons directly or indirectly employed by, or acting as agent for the District, but not including sole negligence or willful misconduct of the Organization. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of the services rendered pursuant to this Agreement, as well as during the process of rendering such services. Acceptance of insurance certificates required under this Agreement does not relieve the District from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to all damages and claims for damages of every kind suffered, by reason of any of the District’s operations under this Agreement regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

The Organization will indemnify, and hold harmless in any actions of law or equity, the District, its officers, employees, agents and elective and appointive boards from all claims, losses, damage, including property damages, personal injury, including death, and liability of every kind, nature and description, directly or indirectly arising from the operations of the Organization under this Agreement or of any persons directly or indirectly employed by, or acting as agent for the Organization, but not including the sole negligence or willful misconduct of the District. This indemnification shall extend to claims losses, damages, injury and liability for injuries occurring after completion of the services rendered pursuant to this Agreement, as well as during the process of rendering such services. Acceptance of insurance certificates required under this Agreement does not relieve the organization from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to all damages and claims for damages of every kind suffered, by reason of any of the Organizations operations under this Agreement regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

- H. The Organization agrees that it will not discriminate in the selection of any student to receive instruction pursuant to the Agreement because of sex, sexual preference, race, color, religious creed, national origin, marital status, veteran status, medical condition, age (over 40), pregnancy, disability, and political affiliation. In the event of the Organization's non-compliance with this section, the Agreement may be canceled, terminated, or suspended in whole or in part by the District.

Maria Sanford
Buyer, Interiors-Propulsion Systems
Goodrich Corporation
Fairfield, CA

Jowel C. Laguerre, Ph.D.
Superintendent-President
Solano Community College
Fairfield, CA

Date_____

Date_____

SOLANO COMMUNITY COLLEGE DISTRICT

GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: MEMORANDUM OF UNDERSTANDING BETWEEN
VACA VALLEY AUTO PARTS AND SOLANO
COMMUNITY COLLEGE DISTRICT

REQUESTED ACTION: APPROVAL

SUMMARY:

An agreement between Solano Community College District and Vaca Valley Auto Parts for special educational services is being presented to the Governing Board for approval.

The District will provide Hybrid and Electrical Vehicle training for Solano County Automotive Technicians. The District will coordinate and deliver the training. Training will be delivered at the Solano Community College Vallejo Automotive Training site at times and dates to be determined.

Vaca Valley Auto Parts will compensate the District \$1,250.00 for each nine-hour module of instruction. The number of total modules is not yet determined. However, a minimum of three will be delivered. The cost is inclusive for all instruction and facility costs.

A copy of the Agreement is available in the Office of the Superintendent-President, the Office of the Vice President of Finance and Administration, and in the Office of Workforce Training and Grants Management.

Approval is requested at this time.

Government Code: 78021 Board Policy: 3520 Estimated Fiscal Impact: \$3,750.00
BOT 2013-14 Goals: Goal #3

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Deborah Mann, Director
Workforce Training and Grants Management

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7195

TELEPHONE NUMBER

Academic Affairs
ORGANIZATION

April 25, 2014

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT

JOWEL C. LAGUERRE, Ph.D.
Superintendent-President

April 25, 2014

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

**SOLANO COMMUNITY COLLEGE DISTRICT
AGREEMENT FOR EDUCATIONAL SERVICES**

THIS AGREEMENT is entered into by and between **SOLANO COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as “District” and **Vaca Valley Auto Parts, 1313 North Texas Fairfield, CA 94533**, hereinafter referred to as the “Organization.”

WHEREAS, Vaca Valley Auto Parts desires to engage the District to render special educational services,

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- A. The District will provide Hybrid and Electrical Vehicle training for Solano County Automotive Technicians.
- B. The District will coordinate and deliver the training. The training will take place between May 8 and June 30 2014, exact dates and times to be determined by Vaca Valley Auto Parts. Training will be held at the Solano Community College Automotive facility in Vallejo. Additional certification activities can be scheduled as needed with an addendum to this contract.
- C. Vaca Valley Auto Parts will recruit and identify class participants.
- D. Vaca Valley Auto Parts will compensate the District for facility use including maintenance, security and consumables for each nine hour instructional module at a rate of one thousand two hundred and fifty dollars and no cents (\$1,250.00). The District will pay for the cost of instruction from a state grant.
- E. Payments by Vaca Valley Auto Parts to the District will be due upon receipt of invoice.
- F. **IT IS MUTUALLY UNDERSTOOD** that the Vaca Valley Auto Parts and the District shall secure and maintain in full force and effect during the full term of this Agreement, liability insurance in the amounts and written by carriers satisfactory to the Vaca Valley Auto Parts and the District respectively.
- G. The District will indemnify, and hold harmless, in any actions of law or equity, the Vaca Valley Auto Parts, its officers, employees, agents and elective and appointive boards from all claims, losses, damage, including property damages, personal injury, including death, and liability of every kind, nature and description, directly or indirectly arising from the operations of the District under this Agreement or of any persons directly or indirectly employed by, or acting as agent for the District, but not including sole negligence or willful misconduct of the Vaca Valley Auto Parts. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of the services rendered pursuant to this Agreement, as well as during the process of rendering such services. Acceptance of insurance certificates required under this Agreement does not relieve the District from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to all damages and claims for damages of every kind suffered, by reason of any of the District’s operations under this Agreement regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

The Vaca Valley Auto Parts will indemnify, and hold harmless in any actions of law or equity, the District, its officers, employees, agents and elective and appointive boards from all claims, losses, damage, including property damages, personal injury, including death, and liability of every kind, nature and description, directly or indirectly arising from the operations of the Vaca Valley Auto Parts under this Agreement or of any persons directly or indirectly employed by, or acting as agent for the Vaca Valley Auto Parts, but not including the sole negligence or willful misconduct of the District. This indemnification shall extend to claims losses, damages, injury and liability for injuries occurring after completion of the services rendered pursuant to this Agreement, as well as during the process of rendering such services. Acceptance of insurance certificates required under this Agreement does not relieve the Vaca Valley Auto Parts from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to all damages and claims for damages of every kind suffered, by reason of any of the Vaca Valley Auto Parts operations under this Agreement regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

- H. The Vaca Valley Auto Parts agrees that it will not discriminate in the selection of any student to receive instruction pursuant to the Agreement because of sex, sexual preference, race, color, religious creed, national origin, marital status, veteran status, medical condition, age (over 40), pregnancy, disability, and political affiliation. In the event of the Vaca Valley Auto Parts non-compliance with this section, the Agreement may be canceled, terminated, or suspended in whole or in part by the District.

Traci Taylor
Sales Manager
Vaca Valley Auto Parts
Fairfield, CA

Jowel C. Laguerre, Ph.D.
Superintendent-President
Solano Community College
Fairfield, CA

Date_____

Date_____

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

TO: Members of the Governing Board

**SUBJECT: MEMORANDUM OF UNDERSTANDING BETWEEN
 SOLANO COMMUNITY COLLEGE DISTRICT AND
 CARPENTER’S TRAINING COMMITTEE FOR
 NORTHERN CALIFORNIA (CTCNC)**

REQUESTED ACTION: APPROVAL

SUMMARY:

CTCNC has a need for an on-site Carpentry Apprentice Welding course (Welding 112). SCCD shall deliver customized instruction to prepare students for developing competency in using welding equipment commonly used in their trade. The term of this agreement shall be from May 2014 through January 2015.

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

Barbara Fountain, Associate Dean
 Admission, Assessment & Scheduling

PRESENTER’S NAME

4000 Suisun Valley Road
 Fairfield, CA 94534

ADDRESS

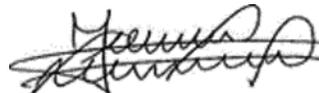
707 864-7168

TELEPHONE NUMBER

Administration
ORGANIZATION

April 25, 2014

**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**



JOWEL C. LAGUERRE, Ph.D.
 Superintendent-President

April 25, 2014

**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**

MEMORANDUM OF UNDERSTANDING
Between Solano Community College District and Carpenter's Training
Committee for Northern California

This MEMORANDUM OF UNDERSTANDING is entered into this 25th day of February 2014, by and between Solano Community College District (SCCD), and the Carpenter's Training Committee for Northern California hereinafter referred to as "SCCD" and "CTCNC".

Purpose: CTCNC has a need for an on-site Carpentry Apprentice Welding course (Welding 112). SCCD is qualified and prepared to deliver excellent customized instruction to prepare students for developing competency in using welding equipment commonly used in their trade.

SCCD and CTCNC have agreed to collaborate as detailed below.

SCCD Responsibilities:

- SCCD will identify and provide instructor.
- SCCD class will consist of 10-25 students per class.
- SCCD class will be offered as follows:
 - Tuesday –Friday, May 27 through 30, 2014
 - Monday - Thursday, June 2 through 5, 2014
 - Monday –Thursday, January 5 through 8, 2015
 - The course will follow the California Community College Chancellor's Office approved Course Outline of Record.
- SCCD will absorb the costs of the courses held through January, 2015.
- This agreement for instruction will be from May, 2014 -January, 2015.
- Within two weeks of completion of training, each participant may download an official SCCD transcript reflecting their earned grade for the course.
- The CTCNC representative will approve the SCCD Instructor.
- SCCD will provide an informational document for use by prospective students that will explain the registration process and related requirements.
- SCCD will attend the first thirty minutes of the first class session to process admission and enrollment. Follow up with students will occur outside of scheduled class times.
- SCCD will confer with CTCNC after January, 2015 to assess the effectiveness of the program and address whether or not to continue the program at no cost to CTCNC for future time periods. It may be determined that SCCD will require a fee from CTCNC for future iterations of the course.
- In the case of an injury of student during one of the course offerings, SCCD will follow standard district procedure to ensure timely and effective medical

assistance is provided to students. If an emergency, the instructor or another student will call 911. Associated costs related to instruction will be billed to SCCD. If a non-emergency, the instructor will assess the degree of severity and refer the student to a district approved medical provider accordingly. Associated costs related to instruction will be billed to SCCD.

Carpenter's Training Committee Responsibilities:

- CTCNC will identify 10-25 program participants per course.
- CTCNC will not be charged for the courses.
- CTCNC will allow SCCD to encourage attendees of the course to register for other SCCD courses in the future.
- CTCNC will distribute SCCD recruitment materials to current and future participants of their program.
- CTCNC will allow an SCCD representative to participate in CTCNC functions where they may provide current and future participants with information to encourage them register with SCCD for any courses but welding courses, in particular.
- CTCNC will confer with SCCD after January 2015 to assess the effectiveness of the program and address whether or not to continue the program at no cost to CTCNC for future time periods . It may be determined that SCCD will require a fee from CTC for future iterations of the course.

Term:

The term of this agreement shall be from May through January, 2015. This agreement may be extended or increased with an addendum.

The signatures below indicate agreement to the foregoing terms dated this 25th day of February, 2014

Solano Community College:

A handwritten signature in blue ink that reads "Randy Gourley". The signature is written in a cursive style and is positioned above a horizontal line.

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: FASTTRAC® PROGRAM LICENSE AGREEMENT
REQUESTED ACTION: APPROVAL

SUMMARY:

Approval of a FastTrac® Program License Agreement with Kauffman FastTrac, Inc., for Solano Community College to offer the 16-week credit version of the FastTrac® Program titled “Planning the Entrepreneurial Venture” and fund certification of 20 facilitators across the state. The FastTrac® Program is a nationally recognized entrepreneurial training program developed with funding support by the Ewing Marion Kauffman Foundation. This Agreement is effective on June 1, 2014 and expires on May 31, 2015. The total cost of the license agreement is \$8,490 which will be funded out of the Small Business Sector Navigator Grant with the California Community College Chancellor’s Office.

Government Code: 81655 Board Policy: 3520 Estimated Fiscal Impact: SB1402 Funds \$8,490

SUPERINTENDENT’S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Charles Eason
Small Business Sector Navigator

PRESENTER’S NAME

360 Campus Lane, Suite 200, Fairfield, CA

ADDRESS

707-863-7846

TELEPHONE NUMBER

Academic Affairs
ORGANIZATION

April 25, 2014

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT

JOWEL C. LAGUERRE, Ph.D.
Superintendent-President

April 25, 2014

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

FastTrac® Program License Agreement (“Agreement”)

Licensee: Solano Community College **Facilitator/Primary Contact Name:** Charles Eason
Address: 360 Campus Lane **Phone:** 707.863.7846
Suite 201, Room 232 **E-mail:** Charles.eason@solano.edu
Fairfield, CA 94534

Organization Responsible for Ordering Materials:

Licensee College Bookstore Barnes & Noble Follett Other

Will there be more than one bookstore placing orders? Yes No

If Yes, provide “primary” bookstore information below. See Exhibit A for “secondary” bookstore information.

Bookstore Name: _____
Purchasing Contact Name: _____
Billing Address: _____
Phone: _____
Email: _____
Is Purchase Order Required? Yes No

Programs licensed:

Planning the Entrepreneurial Venture™ (for academic institution use only)

Term:

This Agreement is effective on June 1, 2014 (the “Effective Date”). This Agreement expires on May 31, 2015 unless extended by mutual written agreement of the parties.

PRICING SCHEDULE

Initial Fee Commitment:

Licensee agrees to pay the following fees:

Certification – Facilitator ⁽¹⁾	\$ 5,000.00	for	20	Facilitator(s)
Seat Licenses ⁽²⁾	\$ 3,125.00	for	25	Seat Licenses
Estimated Shipping and Handling Expenses ⁽³⁾ ; Certification Materials	\$ 300.00			
Estimated Shipping and Handling Expenses ⁽³⁾	\$ 65.00			
Total Fee Commitment	<u>\$ 8,490.00</u>			

⁽¹⁾Facilitator refers to the individual who instructs the Licensee’s FastTrac Programs.

⁽²⁾Seat Licenses do not include shipping and handling charges for materials. Fees for Seat Licenses are invoiced as purchased by Licensee during the Term.

⁽³⁾Estimated Shipping and Handling Expenses are provided for illustrative purposes only and assume one (1) shipment of all materials associated with Initial Fee Commitment Seat Licenses. Actual Shipping and Handling Expenses will be charged at market rates depending on the number of shipments requested and contents of each shipment. For a table of estimated Shipping and Handling Expenses, see Exhibit A.

**FastTrac® Program License Agreement (“Agreement”)
Terms and Conditions**

Future Purchase Price Guarantee:

During the Term, Licensee may purchase Additional Certifications and Seat Licenses at the following prices:

Certification – Facilitator	\$ 250.00	per Facilitator
Additional Seat Licenses ⁽⁴⁾	\$ 125.00	per Seat License

⁽⁴⁾ Seat Licenses do not include Shipping and Handling Expenses for materials. For a table of estimated Shipping and Handling Expenses, see Exhibit A.

Payment Terms and Shipping Distribution:

Licensee agrees to submit payments as follows: Certification fees shall be invoiced immediately and are due within two (2) weeks of the Effective Date of this Agreement. Fees for materials will be invoiced as orders are placed and are due within two (2) weeks of purchase. Licensee commits to ordering a minimum of 25 sets of materials per the above Fee Commitment Section no later than May 31, 2015. Shipping and Handling Expenses are not included in these figures and will be billed separately. Additional Certifications will be billed as they are purchased and are due within two (2) weeks of invoice.

Return Policy:

Ordering and Return Policies are attached hereto as Exhibit A.

Fee Descriptions:

Certification: Includes training for Facilitators (course instructors) to meet Kauffman FastTrac® program certification requirements. Certification for Facilitators covers initial training for program (FastTrac Planning the Entrepreneurial Venture) per Facilitator.

Seat License: A Seat License provides a course participant/entrepreneur with FastTrac® licensed materials.

Terms and Conditions:

These FastTrac® Program License Agreement Terms and Conditions shall govern the Licensee’s administration of its FastTrac® Program as described in a Pricing Schedule. The Licensee (as named in the Pricing Schedule) and Kauffman FastTrac, Inc., (hereafter “Licensor”) hereby agree as follows:

1. **Definitions.** “Licensed Assets” shall mean all or any part of the curriculum, manuals and related materials for the individual FastTrac® programs checked above; “Licensed Trademarks” shall mean the marks identified in Exhibit B; and “Licensed Works” shall mean collectively the Licensed Assets and Licensed Trademarks.
2. **License.** Licensor grants to Licensee a non-exclusive, non-assignable, and non-transferable license, during the Term (as defined in Section 12(a) below), to use, display, publicly perform, and distribute the Licensed Works in connection with marketing, presenting and/or administering classroom-based FastTrac® programs administered by Licensee (“FastTrac® Programs”). Any other use is strictly prohibited. Licensee agrees that all FastTrac® Programs will be presented only by instructors who have attended and successfully completed FastTrac® Facilitator Certification provided by Licensor or its authorized contractors. Licensee is not authorized to train FastTrac® Facilitators.

**FastTrac® Program License Agreement (“Agreement”)
Terms and Conditions**

3. Restrictions. Licensee may not, without the prior written consent of Licensor: (i) sublicense its rights under this Agreement; (ii) present or distribute the FastTrac® Programs or Licensed Assets via the Internet or any other technology that is not dependent on the physical presence of the facilitator and participants in the same location; (iii) create any translations or derivative works or otherwise modify the Licensed Assets; or (iv) package or “co-brand” part or all of any of the FastTrac® Programs with other programs or materials. Licensee acknowledges that the Licensed Assets are based on the laws and practices of the United States of America, and agrees to inform FastTrac® Program participants that local laws and practices may differ from those described in the Licensed Assets.
4. Personal Use Only. Licensee shall notify all participants of the FastTrac® Programs that they may use the Licensed Works solely for their personal use. Licensee shall not distribute the Licensed Works to any person or entity that it has reason to believe will use the Licensed Works for commercial purposes other than in conjunction with their participation in the FastTrac® Programs.
5. Course Materials, Fee, and Taxes. Licensee shall pay the Fees set forth on the Cover Page of this Agreement. Licensee shall be responsible for all taxes however designated or levied based on the License Fee, or upon the rights to use any of the Licensed Works, including, but not limited to, any income taxes not based on Licensor's income, withholding taxes, excise taxes, duties and/or value added taxes, sales taxes and any taxes on amounts in lieu thereof. If any such taxes are levied on, paid or payable by Licensor (collectively, the “Additional Sum”), Licensee shall pay Licensor the Additional Sum within 30 days of receipt of Licensor’s invoice for the same. The terms and provisions hereof shall survive the expiration or termination of this Agreement for any reason. In addition, Licensee shall purchase all Licensed Assets for the Licensed Programs from Licensor or its designated suppliers. Licensee may not make copies of the Licensed Assets for any purpose. Licensor has no obligation to provide or make available to Licensee updates, revisions, or subsequent editions of the Licensed Works or derivative works created from them.
6. Quality Control.
 - a. Licensee represents and warrants that it is capable of, and will, market, present and administer the FastTrac® Programs and use the Licensed Trademarks in accordance with the highest standards of United States educational institutions regarding the marketing, presenting, and/or administering of similar programs, and subject to the strict quality standards and levels as they now exist or hereafter may be adopted or amended by Licensor, in its sole discretion (the “Quality Standards”).
 - b. All use of the Licensed Trademarks shall be in strict accordance with the Quality Standards described above and the FastTrac® Communications Guidelines (“Guidelines”) in effect at the time of such use. A copy of the current Guidelines is set forth in Exhibit C. In no event may Licensee use the Licensed Trademarks in a way that threatens to or actually undermines, detracts from, or otherwise compromises the integrity, credibility, or quality of Licensor, Licensor's FastTrac® program, or the associations between the Licensed Trademarks and Licensor.

**FastTrac® Program License Agreement (“Agreement”)
Terms and Conditions**

- c. Licensee shall utilize the FastTrac.org online platform for (i) program management including event scheduling and management, and (ii) compliance with FastTrac® Program reporting requirements. Through its use of www.FastTrac.org, Licensee will (and hereby agrees to) provide Licensor with the course information detailed in Exhibit D.
7. Ownership of Licensed Works. Licensee acknowledges that as between Licensee and Licensor, the Licensed Works are the property of Licensor and Licensor shall retain all right, title, and interest, including copyrights, trade secret rights, and trademark rights, in and to the Licensed Works and all modifications, revisions, enhancements or improvements thereof. Licensor owns registrations for the FastTrac® mark in the United States and other countries. Licensee recognizes the significant value and goodwill associated with the Licensed Trademarks, and that any goodwill that is created as a result of the activities of Licensee during the Term belongs solely to Licensor.
8. Infringement. Licensee shall notify Licensor in writing of any infringement, or threatened infringement, claim or action relating to the Licensed Works which at any time comes to its knowledge. Licensee agrees to reasonably cooperate with and assist Licensor in protecting and defending its interests in the Licensed Works. Licensor shall have the sole right to determine whether it shall take any action on account of any such infringement, claim or action.
9. Confidential Information. If Licensor provides Licensee with any of its confidential or proprietary information, or if Licensee is provided with confidential information of any of the Licensor’s vendors, agents, customers or any FastTrac® Program participants, Licensee shall protect such confidential information and not disclose it to any third party or allow any use thereof other than its confidential use thereof in connection with marketing, presenting, and/or administering of the FastTrac® Programs by Licensee.
10. Warranties and Limitations of Warranties. Licensor represents that, to the best of its knowledge, it has good and marketable right to license the Licensed Works for use in the United States of America. Other than the limited warranty set forth above, Licensor makes NO EXPRESS OR IMPLIED WARRANTIES NOR REPRESENTATIONS OF ANY KIND, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. In no event shall Licensor be responsible or liable to Licensee, regardless of the form of the cause of action, whether in contract, tort or otherwise, for any damages except those arising out of the gross negligence of willful misconduct of Licensor and, if liable, Licensor shall not be liable in the aggregate for any amount in excess of the amount paid by Licensee under this Agreement for the one year term in which the damages accrue. IN NO EVENT WILL LICENSOR BE RESPONSIBLE AND/OR LIABLE TO LICENSEE OR ANY OTHER ENTITY OR PERSON FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR OTHER INDIRECT DAMAGES OF ANY KIND.
11. Compliance with Laws. In conducting its business and exercising its right under this Agreement , each party shall comply with all local laws, rules, and regulations applicable to it and shall obtain all necessary licenses, permits, or approvals.

**FastTrac® Program License Agreement (“Agreement”)
Terms and Conditions**

12. Term and Termination.

- a. The term of this Agreement (the "Term") will begin on the Effective Date, and will expire as set forth in the Pricing Schedule unless terminated as provided herein. Either Party may terminate this Agreement with sixty (60) days prior written notice to the other. Either party may terminate this Agreement if the other party breaches this Agreement and the breaching party does not cure such breach within thirty (30) days of receipt of notice from the non-breaching Party. Notwithstanding the foregoing, Licensor may terminate this Agreement immediately if in the sole judgment of Licensor, the breach threatens or undermines the quality, character, or integrity of Licensor, the value of the Licensed Works or Licensor as the owner thereof.
- b. Upon expiration or termination, Licensee shall immediately cease all marketing, presenting, and/or administering of the FastTrac® Programs and any other use of the Licensed Works. Licensee may retain one (1) file copy of the Licensed Works to document what was delivered under this Agreement.

13. Licensee Indemnity. Licensee shall indemnify, defend and hold harmless Licensor against any loss, damage or expense (including reasonable attorneys' fees) incurred by Licensor arising from (a) use of the Licensed Works by Licensee; (b) the breach by Licensee of this Agreement; or (c) acts of gross negligence, bad faith, or willful misconduct by Licensee or its employees or independent contractors relating to this Agreement. Licensee shall have control of the defense of such claim, suit, demand, or action and the settlement or compromise thereof. However, where such claim involves or relates to an intellectual property or proprietary right of Licensor, Licensor may elect to have sole control over the defense and/or settlement of such claim.

14. Insurance. Both Parties agree to carry and keep in full force and effect a policy of insurance (including through self-insurance) against the peril of bodily injury, personal injury and property damage during the Term with a limit of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in aggregate.

15. Survival. The provisions of Sections 7, 9, 10, 12, 13, 15, 17 and 18 shall survive the expiration or termination of this Agreement.

16. Assignment. Licensee may not assign its rights or delegate its obligations hereunder and such rights and obligations shall not be transferred by operation of law, whether by merger, consolidation, or otherwise.

17. Notice. All notices under this Agreement shall be in writing and shall be delivered by hand or sent by express courier, email, facsimile, or other electronic medium, to the other Party. If sent by email, facsimile, or other electronic medium, a confirmation copy shall be sent by express courier. The notice shall be effective on the date of receipt for hand delivery or one (1) business day after sending such notice, or the confirmation copy, by courier for other delivery.

18. Governing Law. This shall be governed by the laws of the state of Missouri.

**FastTrac® Program License Agreement (“Agreement”)
Terms and Conditions**

This Agreement may be signed in counterparts, each of which will be considered an original and all of which together will constitute the same document. Faxed or scanned and e-mailed signatures on this Agreement will be considered valid and binding.

Kauffman FastTrac, Inc.

Solano Community College

By: Alana Muller

By: _____

Name: Alana Muller

Name: _____

Title: President

Title: _____

Date: March 14, 2014

Date: _____

**FastTrac® Program License Agreement (“Agreement”)
Terms and Conditions**

EXHIBIT A

Ordering and Return Policies

To Help Customer Service Help You

You are very important to us. We will strive to serve you to the best of our ability. To check prices and availability, inquire about a previous order or return, or to report and resolve shipping inquiries, please call (877) 450-9800. When calling to discuss a discrepancy, please have a copy of the invoice in question.

Customer Service is open from 8:00 a.m. to 5:00 p.m., Central Standard Time.

Order Form

Please use the FastTrac® order form whenever possible. Please call for master copies that can be photocopied, or download the forms from our web site at the FastTrac® Marketing Administrator Toolkit.

Prices

Pricing for all materials is available upon request. All prices are subject to change without notice.

Shipping and Handling

- If your order is received by noon Central Standard Time, it will be processed the same business day. However, if it is received after that time, it will be processed the next business day.
- All shipments will be sent FedEx or UPS Ground (arrival in five to ten business days).
- If you prefer a faster mode of service, you will be billed for the actual cost of shipping plus a \$10.00 handling fee.
- If you prefer a different carrier, please provide the name of your preferred carrier, your account number, and indicate the method of delivery on your order form.
- Please allow a full fourteen (14) business days to guarantee timely arrival. It is important to us to process and deliver your order in a timely matter. To do so, you must allow enough time to fulfill and ship the order.
- Estimated Shipping and Handling Expenses (prices subject to change):

Item	Sample Quantities	Estimated Shipping & Handling
Entrepreneur Manuals	10	\$30.00
	20	\$50.00
	25	\$60.00
	50	\$115.00
	100	\$220.00

**FastTrac® Program License Agreement (“Agreement”)
Terms and Conditions**

Payments and Statements

All payments are due thirty (30) days from invoice date. Late fees may be applied if invoices are not paid in a timely manner.

Return Policy

- All product returns are subject to a 10% restocking fee and must be returned within sixty (60) days from the date of receipt. Returns should be accompanied by a copy of the original invoice to insure proper credit to your account. Annual Affiliate License fees are not eligible for return.
- Please call for a Return Authorization prior to shipping. Returns must arrive in a salable condition by prepaid freight. Returns lost in transit will not be issued a credit. We advise that returns be insured and shipped by a carrier that offers tracking services. Any return received without a Return Authorization will be refused and returned to sender. In this case, sender will be responsible for the cost of shipping the package back to the sender.
- Damaged, defective, or shorted items should be reported within five (5) days from receipts of shipment.
- This policy is subject to revision.

Secondary Bookstore Information

Bookstore Name: _____

Purchasing Contact Name: _____

Billing Address: _____

Phone: _____

Email: _____

Is Purchase Order Required? Yes No

**FastTrac® Program License Agreement (“Agreement”)
Terms and Conditions**

EXHIBIT B

LICENSED TRADEMARKS

- FastTrac®
- Kauffman FastTrac® Logo
- Names of individual programs checked on Cover Page

**FastTrac® Program License Agreement (“Agreement”)
Terms and Conditions**

EXHIBIT C

Kauffman FastTrac Communications Guidelines

Kauffman FastTrac® encourages all Kauffman FastTrac Certified Affiliates to promote and publicize their respective FastTrac programs.

The focus of publicity and marketing efforts should be on how participants are educated by the Kauffman FastTrac programs, the participants themselves, the FastTrac programs, and the sponsoring organization.

Technical guidelines for referencing the Kauffman FastTrac program:

1. Permitted Uses. Certified Kauffman FastTrac Affiliates may use the Kauffman FastTrac name and/or logo, and specific program names only in materials that promote their FastTrac programs. Kauffman FastTrac and specific program names should only be used to refer to the programs and may not be used as part of a business name. Certified Affiliates may use the Kauffman FastTrac name in a primary URL, provided the URL is approved in advance by the Kauffman FastTrac staff, the associated site contains only Kauffman FastTrac program content, and the content on the associated site conforms to these Guidelines.

2. Approval. Any organization or individual using the Kauffman FastTrac name or logo in any materials (e.g., publicity materials, news releases, websites, program graduation certificates) must get approval through the Kauffman FastTrac staff. Send a copy of materials for approval to the Kauffman FastTrac Customer Service (info@fasttrac.org) at least one week in advance of the deadline.

3. Kauffman FastTrac Program or a Specific Kauffman FastTrac Program. All uses of the Kauffman FastTrac name should include the registered trademark symbol ® on the first reference. A ™ should be listed following the specific program name on the first reference. Specific program names should always be preceded by FastTrac as noted below. It is never acceptable to list only the program name without FastTrac.

Example: FastTrac® Planning the Entrepreneurial Venture™ (Please note the ® and ™ should be in superscript font.) In text, all uses of a specific program name should be followed by the word “program.”

4. Alumni Groups. The policy is to allow certified Kauffman FastTrac® Affiliates to operate FastTrac alumni groups; however, services offered through the groups must meet the same quality standards required of the FastTrac programs.

In addition, the alumni groups must not engage in commercial activities, political advertising, or political lobbying if using the Kauffman FastTrac name or logo. Please notify Kauffman FastTrac Customer Service (info@fasttrac.org) if coordinating a FastTrac alumni group.

FastTrac® Program License Agreement (“Agreement”) Terms and Conditions

Sample Text

- 1. FastTrac Programs.** Consider using one of the two sample boilerplates when describing the FastTrac programs in publicity materials or news releases:

Sample 1

Kauffman FastTrac® strives to connect entrepreneurs to the best resources available to start and grow successful businesses.

The FastTrac programs accomplish this through a series of learning experiences, products, and services. For more information, visit www.fasttrac.org.

Sample 2

FastTrac® programs are practical, hands-on business development courses designed to help entrepreneurs hone the skills needed to create, manage, and grow successful businesses. FastTrac participants don't just learn about the business, they live it. They work on their own business ideas or ventures throughout the program—moving their ventures to reality or to new levels of growth. FastTrac programs were created by entrepreneurs and are facilitated by entrepreneurs.

- 2. Ewing Marion Kauffman Foundation.** When including background information on the Kauffman Foundation in publicity materials or releases, please use the following language:

The Ewing Marion Kauffman Foundation is a private, nonpartisan foundation that works to advance entrepreneurship. Founded by late entrepreneur and philanthropist Ewing Marion Kauffman, the Kauffman Foundation is based in Kansas City, Mo. For more information, visit www.kauffman.org and follow @kauffmanfdn on Twitter.

- 3. Specific FastTrac® Programs.** Consider using the following sample text when describing a specific FastTrac program. **Note:** More descriptive text is available for each program.

- The Intentional Entrepreneur™ program, a half day workshop, guides you through a process of consideration, exploration, and planning and provides tools needed to examine both the emotional and practical aspects of owning a business.
- The Planning the Entrepreneurial Venture™ program blends rich online content with traditional classroom instruction, allowing high school and two- and four-year college students to learn through self-discovery as they explore entrepreneurship and research, develop, and write a start-up business plan.

Social Media Guidelines

Kauffman FastTrac encourages all Certified FastTrac Affiliates to create social media pages to promote the various FastTrac programs, learn about your clients and create an online community of graduates and partners (e.g. Facilitators, Coaches, subject matter experts, guest speakers). These pages could be setup in Facebook, Twitter, LinkedIn, blogs or any other type of social media sites that are meaningful to your clientele.

In order to help keep a consistent brand throughout each site, please keep these tips in mind.

- Only post when the content is relevant to your clients.

FastTrac® Program License Agreement (“Agreement”) Terms and Conditions

- Provide distinctive, individual viewpoints on the happenings in your company and the entrepreneurial world.
- Post important, courteous comments that engage followers.
- Reply to comments in a timely fashion, when responding is appropriate.

When engaging with your clients, please follow these guidelines.

1. The Kauffman FastTrac logo should be included in your profile.
2. All registered trademarks and symbols of the Kauffman FastTrac name and programs must be used on your profile and within your posts.
3. Identify yourself as a Certified FastTrac Affiliate and explain how you work directly with Kauffman FastTrac to deliver courses.
4. The Kauffman FastTrac leadership team has the right to monitor your social media and social networking sites, as it relates to FastTrac programs, and to remove inflammatory comments, if necessary.
5. Remember that social media involves a conversation among a community and negative comments could arise. These should be considered carefully and responded to in the appropriate manner.
6. Do not divulge confidential or proprietary information about Kauffman FastTrac or other associated partners.

**FastTrac® Program License Agreement (“Agreement”)
Terms and Conditions**

EXHIBIT D

Course Information Requirements

Licensee must utilize FastTrac.org to register and enroll participants in its FastTrac courses. In so doing, the following information is required to be disclosed.

1. The name of each FastTrac® Program.
2. The start and end date(s) of each FastTrac® Program.
3. The location of each FastTrac® Program.
4. The number of participants in each FastTrac® Program.
5. The per participant fee, if any, for each FastTrac® Program.
6. A description of how each FastTrac® Program was marketed, including samples of any marketing materials (paper, electronic or Web-based).
7. The name and contact information for all facilitators, coaches, and other personnel involved with delivering each FastTrac® Program to participants.
8. The name and contact information for all participants enrolled in each FastTrac® Program.

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD RESOLUTION HONORING
LATIFAH ALEXANDER

REQUESTED ACTION: APPROVAL

SUMMARY:

Dr. Jowel Laguerre, Superintendent-President, will present on behalf of the Solano Community College District Governing Board a resolution honoring Ms. Latifah Alexander for her serving faithfully and with distinction as Student Trustee from May 15, 2013 through May 2014.

<i>Government Code:</i>	<i>Board Policy: 1017</i>	<i>Estimated Fiscal Impact:\$</i>
SUPERINTENDENT'S RECOMMENDATION:	<input checked="" type="checkbox"/> APPROVAL	<input type="checkbox"/> DISAPPROVAL
	<input type="checkbox"/> NOT REQUIRED	<input type="checkbox"/> TABLE

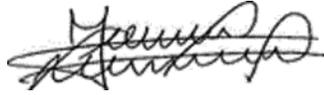
Jowel C. Laguerre, Ph.D.
Superintendent-President
PRESENTER'S NAME

360 Campus Lane, Suite 201
Fairfield, CA. 94534
ADDRESS

(707) 864-7112
TELEPHONE NUMBER

Administration
ORGANIZATION

April 25, 2014
**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**


JOWEL C. LAGUERRE, Ph.D.
Superintendent-President

April 25, 2014
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD
RESOLUTION HONORING**

LATIFAH ALEXANDER

1 *Whereas*, Latifah Alexander served faithfully and with distinction for two semesters on the
2 Solano Community College District Governing Board as Student Trustee from May 15, 2013
3 through May 2014;

4 *Whereas*, Latifah Alexander has overcome numerous barriers to pursue higher education
5 while maintaining a GPA of 3.0;

6 *Whereas*, Latifah Alexander has served on the Associated Students of Solano College
7 (ASSC) as an Academic Curriculum Senator, Math and Science Senator and Governing Board
8 Representative, and served as the chair of the Election Committee for the Associated Students of
9 Solano College during the spring 2014 elections;

10 *Whereas*, Latifah Alexander has presided over many student organizations, including Alpha
11 Gamma Sigma (AGS); MESA Student Society, SACNAS (Society for the Advancement of
12 Chicanos and Native Americans in Science), Haiti Project, and a number of student committees;
13 and

14 *Whereas*, Latifah Alexander has worked tirelessly to further enhance the educational
15 climate at Solano Community College for our current and future students; now, therefore be it

16 *Resolved*, That the Solano Community College District Governing Board hereby expresses
17 sincere appreciation to Latifah Alexander for her student leadership and dedicated service to the
18 District; and be it further

19 *Resolved*, That the Solano Community College District Governing Board wishes her well in
20 future educational and career pursuits, and extends sincere thanks for her many contributions to the
21 future of Solano Community College.

22 *Passed and Adopted*, This 7th day of May 2014, by the Governing Board of the Solano
23 Community College District.

24 _____
Pam Keith, President

A. Marie Young, Vice President

25 _____
Monica Brown

Sarah E. Chapman, Ph.D.

26 _____
Denis Honeychurch, J.D.

Michael A. Martin

27 _____
28 Rosemary Thurston

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: RESOLUTION IN SUPPORT OF WINTERS JOINT
UNIFIED SCHOOL DISTRICT'S MEASURE R ON THE
JUNE 3, 2014 BALLOT, RESOLUTION NO. 13/14-22
REQUESTED ACTION: APPROVAL

SUMMARY:

The Winters Joint Unified School District has identified critical renovation and modernization needs necessary to improve the quality of education in the District, including repairing or replacing leaky roofs, modernizing and renovating outdated classrooms, restrooms and school facilities, replacing deteriorating temporary portables with permanent classrooms, making health, safety, and handicapped accessibility improvements and upgrading P.E. fields and facilities for school and community use. State funding is insufficient to meet the many urgent facilities needs of the Winters Joint Unified School District.

The Winters Joint Unified School District will ask voters to approve a much needed facilities bond measure on the June 3, 2014, statewide primary election ballot. Solano Community College District acknowledges that investment in school facilities is critical so that our children have safe and secure places in which to learn, recognizing that the Winters Joint Unified School District provides essential education services to children in our community, and does hereby endorse Measure R of the Winters Joint Unified School District.

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

Kurt Balasek
School Bond Committee Chairperson
Winters Joint Unified School District

PRESENTER'S NAME

360 Campus Lane, Suite 201
Fairfield, CA 94534

ADDRESS

(707) 863-7855

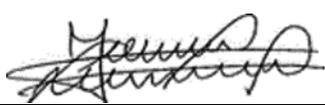
TELEPHONE NUMBER

Administration

ORGANIZATION

April 25, 2014

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



JOWEL C. LAGUERRE, Ph.D.
Superintendent-President

April 25, 2014

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**RESOLUTION IN SUPPORT OF WINTERS JOINT UNIFIED SCHOOL DISTRICT'S
MEASURE R ON THE JUNE 3 2014, BALLOT**

RESOLUTION NO. 13/14-22

1
2
3
4
5
6 **WHEREAS**, The Winters Joint Unified School District has identified critical renovation and
7 modernization needs necessary to improve the quality of education in the District, including repairing or
8 replacing leaky roofs, modernizing and renovating outdated classrooms, restrooms and school facilities,
9 replacing deteriorating temporary portables with permanent classrooms, making health, safety, and
10 handicapped accessibility improvements and upgrading P.E. fields and facilities for school and community
11 use;

12
13 **WHEREAS**, State funding is insufficient to meet the many urgent facilities needs of the Winters
14 Joint Unified School District;

15 **WHEREAS**, The Winters Joint Unified School District will ask voters to approve a much needed
16 facilities bond measure on the June 3, 2014, statewide primary election ballot;

17
18 **WHEREAS**, The bond measure requires strict fiscal accountability and all funds will be controlled
19 locally and none of the funds can be spent on salaries, pensions or benefits for teachers, administrators or
20 other school employees with an independent citizens' oversight committee to ensure that funds are spent
21 properly; and

22
23 **WHEREAS**, Solano Community College District acknowledges that investment in school facilities
24 is critical so that our children have safe and secure places in which to learn;

25 **NOW, THEREFORE, BE IT RESOLVED**, That Solano Community College District,
26 recognizing that the Winters Joint Unified School District provides essential education services to children
27 in our community, does hereby endorse Measure R of the Winters Joint Unified School District.
28

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**RESOLUTION IN SUPPORT OF WINTERS JOINT UNIFIED SCHOOL DISTRICT'S
MEASURE R ON THE JUNE 3 2014, BALLOT**

RESOLUTION NO. 13/14-22

(Continuing – Page 2)

PASSED AND ADOPTED, This 7th day of May 2014, by the Governing Board of Solano
Community College District.

AYES:

NOES:

ABSTAIN:

ABSENT:

PAM KEITH, BOARD PRESIDENT

JOWEL C. LAGUERRE, Ph.D., SECRETARY

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: PROGRAM MANAGEMENT SELECTION - MEASURE Q BOND
REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested for contract award to provide program and design management services for the Measure Q Bond beginning on May 8, 2014. Request for Qualifications & Proposals was issued in January 2014, and on February 7, 2014, the District received ten Request of Qualifications and Proposals. The selections were evaluated based on qualifications and requirements set forth in the Request for Qualifications and Proposals document and the top five qualified firms were shortlisted for preliminary interviews. Preliminary interviews took place on April 1, 2014 and April 2, 2014. The Selection Panel recommended three firms for final interviews with Dr. Laguerre on April 15, 2014, and [to be named at the Board meeting] was selected as the Program and Design Manager for the Measure Q Bond.

Total fee for this contract is \$360,000. The Bond team will return with a long form contract once the scope and fee are negotiated.

Government Code: Board Policy: Estimated Fiscal Impact: \$360,000 Measure Q Funds

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Leigh Sata
Executive Bonds Manager

PRESENTER'S NAME

360 Campus Lane, Suite 201
Fairfield, CA 94534

ADDRESS

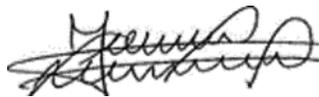
(707) 863-7855

TELEPHONE NUMBER

Administration
ORGANIZATION

April 25, 2014

DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT



JOWEL C. LAGUERRE, Ph.D.
Superintendent-President

April 25, 2014

DATE APPROVED BY SUPERINTENDENT-PRESIDENT

**INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES
PROGRAM AND CONSTRUCTION MANAGEMENT SERVICES**

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the 7th day of May, 2014 by and between the Solano Community District, ("District") and [to be announced at Board Meeting] ("Consultant"), (together, "Parties").

WHEREAS, the District is authorized by section 4525 et seq. of the California Government Code to contract with and employ any persons for the furnishing of architectural, landscape architectural, engineering, environmental, and land surveying services and advice through a "fair, competitive selections process free of conflicts of interest, political contributions, or unlawful activities." (Gov. Code, § 4529.12.)

WHEREAS, the District complied with the requirements of section 4525 et seq. in selecting Consultant; and

WHEREAS, the District is in need of such services and advice related to work it will be performing to provide program and construction management start-up services; and

WHEREAS, the Consultant is specially trained and experienced and competent to perform the services required by the District, and such services are need on a limited basis;

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Consultant shall provide start-up program and construction management services in compliance with the requirements of the Request for Qualifications and Proposal as further described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services").
2. **Term.** The Consultant shall commence providing services under this Agreement on May 8, 2014 and will diligently perform as needed 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 Three Hundred Sixty Thousand Dollars (\$360,000.00). 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 is as follows but not limited to:

- 4.1.1. Bond Spending and Implementation Plan
- 4.1.2. Program Controls Manual
- 4.1.3. Financial Controls Set-up
- 4.1.4. Program and Construction Management Software
- 4.1.5. Project Report Template
- 4.1.6. Quarterly Report Template
- 4.1.7. Other items as needed

4.2. The Services shall be performed for the fixed fee identified in this contract, based on the hourly billing rates and/or unit prices incorporated within this contract. If hourly billing applies, the itemized invoice shall reflect the hours spent or percentage complete by the Consultant in performing its Services pursuant to this Agreement.

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 school 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. **With 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.

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 Board of Education, 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
360 Campus Lane, Suite 203
Fairfield, CA 94534
ATTN: Leigh Sata, Executive Bond Manager

Consultant:

[to be announced at board meeting]

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: _____, 20__

Dated: _____, 20__

Solano Community College District

By: _____

By: _____

Print Name: JOWEL C. LAGUERRE, Ph.D.

Print Name: _____

Print Title: Superintendent-President

Print Title: _____

Information regarding Consultant:

License No.: _____

Employer Identification and/or
Social Security Number

Address: _____

Telephone: _____

Facsimile: _____

E-Mail: _____

Type of Business Entity:

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

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

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

THE GENERAL DESCRIPTION WHICH FORMED THE BASIS FOR PROPOSALS IS IDENTIFIED IN THE FOLLOWING DOCUMENTS: REQUEST FOR QUALIFICATIONS/PROPOSALS (RFQ/P) #14-009 AND IS CONSIDERED PART OF THIS CONTRACT.

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: CONTRACT AWARD FOR FACILITIES LEASE TO DPR
CONSTRUCTION FOR BUILDING 600 ADMINISTRATION
BUILDING RENOVATION PROJECT

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested for contract award to DPR Construction to provide construction services for Building 600 Administration Building Renovation Project. This is a Facilities Lease Contract which is used for Lease-Leaseback delivery method process for this project. According to the terms and conditions of the Facilities Lease Contract and provided exhibits, the District is entering into a seven (7) month lease agreement based on a negotiated Guaranteed Maximum Price contract. Total fee for this contract is \$5,621,202, with DPR Construction, for Building 600 Administration Building Renovation Project.

Government Code: Board Policy: Estimated Fiscal Impact: \$5,621,202 Measure G Funds

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Leigh Sata
Executive Bonds Manager

PRESENTER'S NAME

360 Campus Lane, Suite 201
Fairfield, CA 94534

ADDRESS

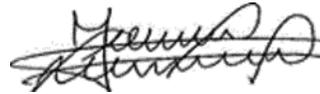
(707) 864-7176

TELEPHONE NUMBER

Administration
ORGANIZATION

April 25, 2014

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



JOWEL C. LAGUERRE, Ph.D.
Superintendent-President

April 25, 2014

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: CONTRACT AWARD TO JLC CONTRACTING, INC., FOR
VACAVILLE ANNEX PROJECT

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested for contract award to JLC Contracting, Inc., to provide construction services for the Vacaville Annex Project. The scope of work includes furnishing and installing an ADA compliant cabinet with sink at the Corporate Training Center space at the Vacaville Annex building. JLC Contracting, Inc., was deemed the lowest responsive responsible bidder on March 13, 2014.

Total fee for this contract is \$2,450.

<i>Government Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$2,450 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

Leigh Sata
Executive Bonds Manager

PRESENTER'S NAME

360 Campus Lane, Suite 201
Fairfield, CA 94534

ADDRESS

(707) 864-7176

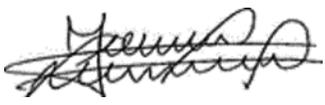
TELEPHONE NUMBER

Administration

ORGANIZATION

April 25, 2014

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



JOWEL C. LAGUERRE, Ph.D.
Superintendent-President

April 25, 2014

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

AGREEMENT FOR CONSTRUCTION SERVICES

AGREEMENT NUMBER 01

THIS CONTRACT is made and entered into this 7th day of May, 2014, by and between JLC Contracting, Inc. ("Contractor") and Solano Community College District ("District") ("Contract").

1. The Contractor shall furnish to the District for a total price of Two Thousand Four Hundred Fifty Dollars (\$2,450.00) ("Contract Price"), the following services ("Services" or "Work"):

- Furnish and install ADA compliant cabinet sink.

2. Contractor shall perform the Work at Solano Community College District (Vacaville Annex-Corporate) ("Premises" or "Site"). The Project is the scope of Work performed at the Site.

3. Work shall be completed within Thirty (30) consecutive calendar days ("Contract Time") from the date specified in the District's Notice to Proceed.

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 One Hundred Dollars (\$100.00) 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"/> Instructions to Bidders | <input 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 type="checkbox"/> Insurance Certificates and Endorsements |
| <input type="checkbox"/> Designated Subcontractors List | <input type="checkbox"/> Performance Bond |
| X Notice to Proceed | X Payment Bond |
| <input type="checkbox"/> Terms and Conditions to Contract | <input type="checkbox"/> Specifications |
| <input type="checkbox"/> Noncollusion Declaration | <input type="checkbox"/> Plans |
| X Prevailing Wage Certification | X Exhibit "A" ("Scope of Work") |
| X Workers' Compensation Certification | <input type="checkbox"/> _____ [Other] |
| X Drug-Free Workplace Certification | <input type="checkbox"/> _____ [Other] |
| X Tobacco-Free Environment Certification | <input type="checkbox"/> _____ [Other] |
| X Asbestos & Other Hazardous Materials 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 Kitchell CEM ("Project Manager). Contractor hereby acknowledges that the Project Manager 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. No work shall be carried on except with the knowledge and under the inspection of said Project Manager. Project Manager shall have free access to any or all parts of work at any time. Contractor shall furnish Project Manager reasonable 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 Kitchell CEM Project Manager and the District Facilities and Bond Department.
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:

District

Solano Community College District
C/O Kitchell CEM
360 Campus Lane, Suite 203
Fairfield, CA 94534
ATTN: Ali Gharaviram, Senior Project
Manager

Contractor

JLC Contracting, Inc.
4311 Stone field Lane
Fairfield, CA 94534
ATTN: John L. Castanzo

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.

11. 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.
12. 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.
13. 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.

14. 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: _____, 20__

Dated: _____, 20__

Solano Community College District

Contractor: _____

Signature: _____

Signature: _____

Print Name: JOWEL C. LAGUERRE, Ph.D.

Print Name: _____

Print Title: Superintendent-President

Print Title: _____

Address: _____

License No.: _____

Telephone: _____

Address: _____

Facsimile: _____

Telephone: _____

E-Mail: _____

Facsimile: _____

E-Mail: _____

Information regarding Contractor:

License No.: _____

Employer Identification and/or
Social Security Number

Address: _____

Telephone: _____

Facsimile: _____

E-Mail: _____

Type of Business Entity:

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

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the 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 AND LICENSES:** Contractor and all of its employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, all licenses and permits as are required by law, in connection with the furnishing of materials, supplies, or services herein listed.
5. **PROJECT INSPECTION CARD:** Contractor shall verify that forms DSA 152 Project Inspection Card (or current version) are issued for the Project prior to commencement of construction.
6. **NOTIFICATION:** Contractor shall notify the Architect and Project Inspector, in writing, of the commencement and completion of construction of each and every aspect of the work at least 48 hours in advance by submitting form DSA 156 (or the most current version) to the Project Inspector. Forms are available on the DSA's website at: <http://www.dgs.ca.gov/dsa/Forms.aspx>.
7. **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.
8. **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.
9. **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.
10. **CONTRACTOR SUPERVISION:** Contractor shall provide competent supervision of personnel employed on the job Site, use of equipment, and quality of workmanship.
11. **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.
12. **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.

13. **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.
14. **TRENCH SHORING:** If this Contract is in excess of \$25,000 and is for the excavation of any trench deeper than five (5) feet, Contractor must submit and obtain District acceptance, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.
15. **EXCAVATIONS OVER FOUR FEET:** If this Contract includes excavations over four (4) feet, Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any: (1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site differing from those indicated; or (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. The District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a change order under the procedures described in the Contract. In the event that a dispute arises between the District and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all Work to be performed under the contract. The Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.
16. **LEAD-BASED PAINT:** Pursuant to the Lead-Safe Schools Protection Act (Education Code Section 32240 et seq.) and other applicable law, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Project, and only trained and state-certified contractors, inspectors and workers shall undertake any action to abate existing risk factors for lead. Pursuant to the Renovation, Repair and Painting Rule (title 40 of the Code of Federal Regulations part 745 (40 CFR 745)), all contractors who disturb lead-based paint in a six-square-foot area or greater indoors or a 20-square-foot area outdoors must be trained by an EPA-accredited provider and certified by the EPA. Contractor must execute the Lead-Based Paint Certification, if applicable.
17. **CLEAN UP:** Debris shall be removed from the Premises. 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.
18. **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.
19. **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.

20. **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.
21. **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.
22. **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.
23. **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%), unless a higher retention amount is required pursuant to Public Contract Code section 7201(b)(4), 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 10% from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107, 7200 and 7201.
24. **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.
25. **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.

26. **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.
27. **CONTRACTOR'S INSURANCE:** Contractor has in force, and during the term of this Agreement shall maintain in force with the minimum indicated limits, the following insurance: **Commercial General Liability insurance:** \$1,000,000 for each occurrence and \$2,000,000 for general aggregate with Products and Completed Operations Coverage; **Automobile Liability – Any Auto:** combined single limit of \$2,000,000; **Excess Liability insurance:** \$1,000,000; **Workers Compensation:** Statutory limits; and **Employers' Liability:** \$1,000,000. The Contractor shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to cancellation. Except for worker's compensation insurance, the District, the Architect, and the Project Manager shall be named as an additional insured on all policies. The Contractor's policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. The Contractor shall not allow any subcontractor, employee, or agent to commence work on this Contract or any subcontract until the insurance required of the Contractor, subcontractor, or agent has been obtained.
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.
 - **Certified Payroll Records:** Contractor and its subcontractor(s) shall keep accurate certified payroll records of employees and, if the Project is subject to a District LCP or State Labor

Compliance, directly to the Labor Commissioner weekly and within ten (10) days of any request by the District or the Labor Commissioner in accordance with section 16461 of Title 8 of the California Code of Regulations.

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, or religious creed, and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment Practice Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all 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 by 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.

NONCOLLUSION DECLARATION
Public Contract Code Section 7106

TO BE EXECUTED BY CONTRACTOR AND SUBMITTED WITH CONTRACT

The undersigned declares:

I am the _____ (Title) of _____ (Bidder Name),
the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on this ____ day of _____, 20__ at _____ (City, State).

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

PREVAILING WAGE CERTIFICATION

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project, including, without limitation, the labor compliance program or the State labor compliance monitoring and enforcement by the Compliance Monitoring Unit of the Department of Industrial Relations, if this Project is subject to a labor compliance.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

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:

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

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

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

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 awarding body prior to performing any Work under this Contract.)

ASBESTOS & OTHER HAZARDOUS MATERIALS CERTIFICATION

Contractor hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations "New Material Hazardous", shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District.

Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material.

Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.

All Work or materials found to be New Hazardous Material or Work or material installed with "New Hazardous Material" containing equipment will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.

Contractor has read and understood the document Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

Date: _____

Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

LEAD-PRODUCT(S) CERTIFICATION

California Occupational Safety and Health Administration (CalOSHA), Environmental Protection Agency (EPA), California Department of Health Services (DHS), California Department of Education (CDE), and the Consumer Product Safety Commission (CPSC) regulate lead-containing paint and lead products.

Because the Contractor and its employees will be providing services for the District, and because the Contractor's work may disturb lead-containing building materials, **CONTRACTOR IS HEREBY NOTIFIED** of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1993 are presumed to contain some lead-based paint until sampling proves otherwise.

The CDE mandates that school districts utilize DHS lead-certified personnel when a lead-based hazard is identified. Examples of lead-certified personnel include: project designers, inspectors, and abatement workers. Furthermore, since it is assumed by the district that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials **(Including Title 8, California Code of Regulations, Section 1532.1)**. Any and all Work which may result in the disturbance of lead-containing building materials must be coordinated through the District.

The California Education Code also prohibits the use or import of lead-containing paint, lead plumbing and solders, or other potential sources of lead contamination in the construction of any new school facility or in the modernization or renovation of any existing school facility. The Contractor shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Contractor.

All contractors who disturb lead-based paint in a six-square-foot area or greater indoors or a 20-square-foot area outdoors shall comply with the Renovation, Repair and Painting Rule, shall receive training from a U.S. EPA-accredited training provider, and shall be certified by the U.S. EPA. Contractor, its workers and subcontractors must fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials, including those rules and regulations appearing within title 40 of the Code of Federal Regulations as part 745 (40 CFR 745).

If failure to comply with these laws, rules, and regulations results in a site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom. If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses and training shall conduct this Work.

It shall be the responsibility of the Contractor to properly dispose of any and all waste products, including but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of the Contractor to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of

Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

THE UNDERSIGNED HEREBY ACKNOWLEDGES, UNDER PENALTY OF PERJURY, THAT HE OR SHE HAS RECEIVED NOTIFICATION OF POTENTIAL LEAD-BASED MATERIALS ON THE OWNER'S PROPERTY, AS WELL AS THE EXISTENCE OF APPLICABLE LAWS, RULES AND REGULATIONS GOVERNING WORK WITH, AND DISPOSAL OF, SUCH MATERIALS WITH WHICH IT MUST COMPLY. THE UNDERSIGNED ALSO WARRANTS THAT HE OR SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF AND BIND THE CONTRACTOR.

Date: _____

Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: CONTRACT AWARD TO FACILITIES PLANNING AND CONSULTING SERVICES FOR CONSULTING SERVICES
REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested for contract award to Facilities Planning and Consulting Services to provide space utilization analysis services for one or more buildings on the Fairfield and Vacaville campuses. These services are needed to comply with the planning and construction compliance requirements of the California State Chancellor's Office.

Total fee for this contract is \$6,600.

Government Code: Board Policy: Estimated Fiscal Impact: \$6,600.00 Measure Q Funds

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Leigh Sata
Executive Bonds Manager

PRESENTER'S NAME

360 Campus Lane, Suite 201
Fairfield, CA 94534

ADDRESS

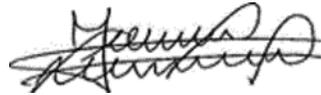
(707) 863-7855

TELEPHONE NUMBER

Administration
ORGANIZATION

April 25, 2014

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT



JOWEL C. LAGUERRE, Ph.D.
Superintendent-President

April 25, 2014

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

**INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES
FACILITIES PLANNING AND CONSULTING SERVICES**

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the 7th day of May, 2014 by and between the Solano Community District, ("District") and Facilities Planning and Consulting Services ("Consultant"), (together, "Parties").

WHEREAS, the District is authorized by section 4525 et seq. of the California Government Code to contract with and employ any persons for the furnishing of architectural, landscape architectural, engineering, environmental, and land surveying services and advice through a "fair, competitive selections process free of conflicts of interest, political contributions, or unlawful activities." (Gov. Code, § 4529.12.)

WHEREAS, the District complied with the requirements of section 4525 et seq. in selecting Consultant; and

WHEREAS, the District is in need of such services and advice related to work it will be performing to provide facilities planning and space utilization related consulting services; and

WHEREAS, the Consultant is specially trained and experienced and competent to perform the services required by the District, and such services are need on a limited basis;

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Consultant shall provide services to assure the creation of a space utilization study for one or more campus buildings will comply with the requirements of the consultant services as further described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services").
2. **Term.** The Consultant shall commence providing services under this Agreement on May 9, 2014 and will diligently perform as needed 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:

- Signed Agreement
- Workers' Compensation Certification
- Insurance Certificates and Endorsements
- W-9 Form
- Other: _____

4. **Compensation.** District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Six Thousand Six Hundred Dollars (\$6,600.00). 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 is as follows:

4.1.1. Space Utilization Analysis

4.2. The Services shall be performed for the fixed fee identified in this contract, based on the hourly billing rates and/or unit prices incorporated within this contract. If hourly billing applies, the itemized invoice shall reflect the hours spent or percentage complete by the Consultant in performing its Services pursuant to this Agreement.

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 school 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. **With 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.

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 Board of Education, 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
360 Campus Lane, Suite 203
Fairfield, CA 94534
ATTN: Leigh Sata, Executive Bond Manager

Consultant:

Facilities Planning and Consulting Services
352 Atwood Drive
Exeter, California 93221
ATTN: Eric Mittlestead, CEO

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: _____, 20____

Dated: _____, 20____

Solano Community College District

By: _____

By: _____

Print Name: JOWEL C. LAGUERRE, Ph.D.

Print Name: _____

Print Title: Superintendent-President

Print Title: _____

Information regarding Consultant:

License No.: _____

_____:

Address: _____

Employer Identification and/or
Social Security Number

Telephone: _____

Facsimile: _____

E-Mail: _____

Type of Business Entity:

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

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

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

Scope of services consists of the following services provided. The consultant shall:

- Assist the District in the creation of a space utilization study for one or more campus building as requested by the District;
- Conduct space utilization training for District personnel and attend planning meetings as requested by the District; and
- Assist the District with any and all other facilities planning and construction compliance requirements for the California State Chancellors Office as directed and requested by the District.

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: CONTRACT AWARD TO HAZARD MANAGEMENT SERVICES INC. FOR HAZARDOUS MATERIALS CONSULTING SERVICES FOR BUILDING 1200 THEATER RENOVATION PROJECT

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested for contract award to Hazard Management Services, Inc., to provide hazardous materials consulting for Building 1200 Renovation Project. The Consultant will provide hazardous materials assessment services and project construction phase oversight as mandated by State and Federal Health and Safety Standards for Building 1200 Theater Renovation project.

Total fee for this contract is \$40,295.

Government Code: Board Policy: Estimated Fiscal Impact: \$40,295 State Funds

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

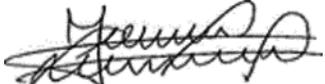
Leigh Sata
Executive Bonds Manager
PRESENTER'S NAME

360 Campus Lane, Suite 201
Fairfield, CA 94534
ADDRESS

(707) 863-7855
TELEPHONE NUMBER

Administration
ORGANIZATION

April 25, 2014
DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT


JOWEL C. LAGUERRE, Ph.D.
Superintendent-President

April 25, 2014
DATE APPROVED BY SUPERINTENDENT-PRESIDENT

**INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES
HAZARDOUS MATERIALS CONSULTING SERVICES**

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the 7th day of May, 2014 by and between the Solano Community District, ("District") and Hazard Management Services, Inc. ("Consultant"), (together, "Parties").

WHEREAS, the District is authorized by section 4525 et seq. of the California Government Code to contract with and employ any persons for the furnishing of architectural, landscape architectural, engineering, environmental, and land surveying services and advice through a "fair, competitive selections process free of conflicts of interest, political contributions, or unlawful activities." (Gov. Code, § 4529.12.)

WHEREAS, the District complied with the requirements of section 4525 et seq. in selecting Consultant; and

WHEREAS, the District is in need of such services and advice related to work it will be performing at Building 1200 Theater Renovation ("Project"); and

WHEREAS, the Consultant is specially trained and experienced and competent to perform the services required by the District, and such services are need on a limited basis;

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Consultant shall provide services to assure that hazardous materials assessment and project construction phase oversight services for Building 1200 Renovation Project will comply with the requirements of the services as further described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services").
2. **Term.** The Consultant shall commence providing services under this Agreement on May 12, 2014 and will diligently perform as required and complete performance by December 2015 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:

- Signed Agreement
- Workers' Compensation Certification
- Insurance Certificates and Endorsements
- W-9 Form
- Other: _____

4. **Compensation.** District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Forty Thousand Two Hundred Ninety Five Dollars (\$40,295.00). 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 deliverables is as follows:

- 4.1.1. Comprehensive hazardous materials assessment report for Building 1200
- 4.1.2. Project specifications for abatement completion for Building 1200
- 4.1.3. Final Clearance Reports

4.2. The Services shall be performed for the fixed fee identified in this contract, based on the hourly billing rates and/or unit prices incorporated within this contract. If hourly billing applies, the itemized invoice shall reflect the hours spent or percentage complete by the Consultant in performing its Services pursuant to this Agreement.

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 school 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. **With 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.

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 Board of Education, 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 CEM
360 Campus Lane, Suite 203
Fairfield, CA 94534
ATTN: Monyvuth Thach, Project Manager

Consultant:

Hazard Management Services, Inc.
207 McHenry Ave,
Modesto, California 95354
ATTN: Chris Chipponeri

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: _____, 20__

Dated: _____, 20__

Solano Community College District

By: _____

By: _____

Print Name: JOWEL C. LAGUERRE, Ph.D.

Print Name: _____

Print Title: Superintendent-President

Print Title: _____

Information regarding Consultant:

License No.: _____

Employer Identification and/or
Social Security Number

Address: _____

Telephone: _____

Facsimile: _____

E-Mail: _____

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
____ Corporation, State: _____
____ Limited Liability Company
____ Other: _____

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

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

The Scope of Services includes hazardous materials assessment and project construction phase oversight consulting services. This includes the following: completing a site visit to complete all of necessary hazardous material sampling, production of an assessment and report, project specifications, project oversight during demolition and abatement, final clearance report and project documents as required to comply with Health and Safety Code requirements.

Deliverables to include:

- Comprehensive hazardous materials assessment report for Building 1200
- Project specifications for abatement for Building 1200
- Final Clearance Reports

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: CONTRACT AWARD TO KATE KEATING ASSOCIATES
FOR VACAVILLE AND VALLEJO BUILDING SIGNAGE
DESIGN SERVICES
REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested for contract award to Kate Keating Associates to provide design services for the development of building identification signage for Vacaville and Vallejo Centers. The consultant will provide design, documents, and contract administration to oversee the selected signage vendor's progress.

Total fee for this contract is \$7,500.

Government Code: Board Policy: Estimated Fiscal Impact: \$7,500 Measure Q Funds

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Leigh Sata
Executive Bonds Manager

PRESENTER'S NAME

360 Campus Lane, Suite 201
Fairfield, CA 94534

ADDRESS

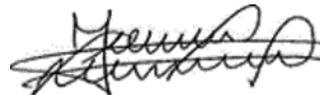
(707) 863-7855

TELEPHONE NUMBER

Administration
ORGANIZATION

April 25, 2014

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



JOWEL C. LAGUERRE, Ph.D.
Superintendent-President

April 25, 2014

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES
SIGNAGE DESIGN SERVICES**

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the 7th day of May, 2014 by and between the Solano Community District, ("District") and Kate Keating Associates ("Consultant"), (together, "Parties").

WHEREAS, the District is authorized by section 4525 et seq. of the California Government Code to contract with and employ any persons for the furnishing of architectural, landscape architectural, engineering, environmental, and land surveying services and advice through a "fair, competitive selections process free of conflicts of interest, political contributions, or unlawful activities." (Gov. Code, § 4529.12.)

WHEREAS, the District complied with the requirements of section 4525 et seq. in selecting Consultant; and

WHEREAS, the District is in need of such services and advice related to work it will be performing at Vacaville Center and Vallejo Center ("Project"); and

WHEREAS, the Consultant is specially trained and experienced and competent to perform the services required by the District, and such services are need on a limited basis;

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Consultant shall provide services to assure building signage design services for Vacaville and Vallejo Centers Project will comply with the requirements of the consultant services as further described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services").
2. **Term.** The Consultant shall commence providing services under this Agreement on May 12, 2014 and will diligently perform as required and complete performance by May 12, 2015 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 Seven Thousand Five Hundred Dollars (\$7,500.00). 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 is as follows:

- 4.1.1. 2 Design layouts for each building with options rendered in photos. Review and incorporate District comments.
- 4.1.2. Construction documents and performance specifications for approved signs for bid, fabrication and installation.
- 4.1.3. Construction administration services to oversee the selected sign vendor's progress.

4.2. The Services shall be performed for the fixed fee identified in this contract, based on the hourly billing rates and/or unit prices incorporated within this contract. If hourly billing applies, the itemized invoice shall reflect the hours spent or percentage complete by the Consultant in performing its Services pursuant to this Agreement.

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 school 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. **With 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.

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 Board of Education, 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
360 Campus Lane, Suite 201
Fairfield, CA 94534

ATTN: Leigh Sata

Consultant:

Kate Keating Associates
1045 Sansome Street, Suite 202
San Francisco, California 94111

ATTN: Kate Keating

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: _____, 20____

Dated: _____, 20____

Solano Community College District

By: _____

By: _____

Print Name: JOWEL C. LAGUERRE, Ph.D.

Print Name: _____

Print Title: Superintendent-President

Print Title: _____

Information regarding Consultant:

License No.: _____

_____:

Address: _____

Employer Identification and/or
Social Security Number

Telephone: _____

Facsimile: _____

E-Mail: _____

Type of Business Entity:

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

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

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

Scope of services includes design and consulting services for the development of building identification signage for both the Vacaville Center and Vallejo Center. Specifically, the consultant shall conduct a site visit for each building location to obtain suitable information and photos of buildings for development of presentations. Scope includes development of 2 design layouts for each building and photo renderings. The consultant will also provide reviews with the District to gather input and finalize drawings and signage layouts in preparation of construction documents and performance specifications for approved signs for bid fabrication and installation. The consultant will provide construction administration services to oversee the selected sign vendor's progress, review shop drawings and color/material samples to ensure it meets the design requirements.

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: CONTRACT AWARD TO PETERSON MECHANICAL INC.
FOR DISTRICT HVAC AND EMS EFFICIENCY PROJECT
IMPLEMENTATION
REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested for contract award to Peterson Mechanical Inc., to provide design-build services for HVAC & EMS Efficiency Project Implementation. Request for Qualifications & Proposals was issued in February, 2014, and on April 4, 2014, the District received four (4) Statement of Qualifications and Proposals. The Selection Committee evaluated each respondent based on qualifications and cost proposal requirements set forth in the Request for Qualifications and Proposals document. The Committee shortlisted the top two qualified firms for interviews. Interviews took place on April 15, 2014. The Selection Committee recommends Peterson Mechanical Inc. as the contractor for the implementation of District HVAC and EMS Efficiency Project.

Total fee for this contract is \$5,551,721.

Government Code: Board Policy: Estimated Fiscal Impact: \$5,551,721 Measure Q Funds

SUPERINTENDENT'S RECOMMENDATION:

APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Leigh Sata
Executive Bonds Manager

PRESENTER'S NAME

360 Campus Lane, Suite 201
Fairfield, CA 94534

ADDRESS

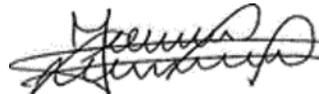
(707) 863-7855

TELEPHONE NUMBER

Administration
ORGANIZATION

April 25, 2014

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



JOWEL C. LAGUERRE, Ph.D.
Superintendent-President

April 25, 2014

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**AGREEMENT FOR DESIGN, INSTALLATION AND COMMISSIONING
FOR HVAC AND EMS EFFICIENCY PROJECT IMPLEMENTATION (PROJECT #14-013)**

This Agreement for Design, Installation and Commissioning of HVAC and EMS Efficiency Project Implementation ("Agreement") is made as of May 7th, 2014, between the Solano Community College District ("District") and Peterson Mechanical Inc., ("Design-Builder") (together, "Parties").

1. **Services.** Design-Builder shall furnish to the District the labor, equipment, material, and services as described in Exhibits "A-1" and "A-2" attached hereto and incorporated herein by this reference ("Services" or "Work").
2. **Term.** Design-Builder shall commence providing services under this Agreement upon execution of the Agreement by both parties, and will diligently perform such Services as required and will achieve Final Completion of the Services on or before August 30th, 2015.

2.1. Final Completion means that each of the following has been achieved in accordance with Prudent Industry Practices and the other requirements of the Contract Documents: (a) All units, controls and sensors have been installed; (b) All ancillary work to repair any damage caused by installation is complete; (c) Successful testing of all units, controls and sensors to ensure they function correctly; and (d) The installation is capable of operating safely in accordance with Prudent Industry Practices and all applicable Laws.

3. **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 Design-Builder's delay; therefore, Design-Builder agrees that it shall pay to the District the sum of ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500) per day as liquidated damages for each and every day's delay beyond the Final Completion Date that Final Completion is not achieved or fails to correct a performance deficiency within 48 hours of SCCD notification, excluding weekends

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

In the event any portion of the liquidated damages is not paid to the District, the District may deduct that amount from any money due or that may become due the Design-Builder under this Agreement, the District may seek recovery of Liquidated Damages from the Respondent's Performance Bond Surety and/or the District may seek recovery of Liquidated Damages from the Respondent or the Performance Bond Surety without having exhausted remedies against the other.

Grants/Rebates/Incentives. Design-Builder shall be responsible for obtaining all declared rebates from the public utility (PG&E) or any other declared source naming the SCCD as the payee. Design-Builder shall use commercially reasonable efforts to support the District in obtaining an extension, if allowed and if necessary. The District may seek recovery of the declared rebate from the Respondent's Performance Bond Surety and/or the District may seek recovery of declared rebate. This recovery is in the event that the Design-Builder failed to meet all the utilities requirements for rebates.

4. **Submittal of Documents.** Design-Builder shall not commence the Work under this Agreement until the Design-Builder 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 as indicated below:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Signed Agreement | <input checked="" type="checkbox"/> Insurance Certificates and Endorsements |
| <input checked="" type="checkbox"/> Proposal | <input checked="" type="checkbox"/> Performance Bond |
| <input checked="" 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 type="checkbox"/> Noncollusion Declaration | <input type="checkbox"/> Approved Submittals |
| <input checked="" type="checkbox"/> Prevailing Wage Certification | <input type="checkbox"/> Project Schedule |
| <input checked="" type="checkbox"/> Workers' Compensation Certification | <input checked="" type="checkbox"/> Exhibit "A-1" ("System Description") |
| <input type="checkbox"/> Criminal Background Investigation Certification | <input checked="" type="checkbox"/> Exhibit "A-2" ("Scope of Work") |
| <input checked="" type="checkbox"/> Drug-Free Workplace Certification | <input checked="" type="checkbox"/> Exhibit "A-3" ("PLA") |
| <input checked="" type="checkbox"/> Tobacco-Free Environment Certification | <input type="checkbox"/> Maintenance Services Agreement |
| <input checked="" type="checkbox"/> Asbestos & Other Hazardous Materials Certification | <input checked="" type="checkbox"/> Performance Guarantee |
| <input type="checkbox"/> Lead-Product(s) Certification | _____ [Other] |
| <input type="checkbox"/> Roofing Project Certification | _____ [Other] |

The above-referenced documents shall be presented to the District for approval within seven (7) days after execution of the Agreement.

5. **Compensation.** As compensation for the Work, the District shall pay to the Design-Builder Five Million Five Hundred Fifty One Thousand Seven Hundred Twenty One DOLLARS (\$5,551,721.00) ("Total Contract Price"). Such amount shall not be increased without the express approval of the Board.
6. **Expenses.** District shall not be liable to Design-Builder for any costs or expenses paid or incurred by Design-Builder in performing services for District.
7. **Payment.** On a monthly basis, Design-Builder shall submit an application for payment based upon the estimated value for materials delivered or services performed under the Agreement as of the date of submission ("Application for Payment"). Within thirty (30) days after District's approval of the Application for Payment, Design-Builder shall be paid a sum equal to ninety percent (90%), a higher retention amount is required pursuant to Public Contract Code section 7201(b)(4), of the value of the Work performed (as verified by District's designated representative and Inspector and certified by Design-Builder) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The District may deduct from any payment an amount necessary to protect the District from loss because of: (1) any sums expended by the District in performing any of Design-Builder's obligations under the Agreement which Design-Builder has failed to perform or has performed inadequately; (2) defective Work not remedied; (3) stop notices as allowed by state law; (4) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract price or by the scheduled completion date; (5) unsatisfactory prosecution of the Work by Design-Builder; (6) unauthorized deviations from the Agreement; (7) failure of the Design-

Builder to maintain or submit on a timely basis proper and sufficient documentation as required by the Agreement or by District during the prosecution of the Work; (8) erroneous or false estimates by the Design-Builder of the value of the Work performed; (9) any sums representing expenses, losses, or damages, as determined by the District, incurred by the District for which Design-Builder is liable under the Contract; and (10) any other sums which the District is entitled to recover from Design-Builder under the terms of the Agreement 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 10% from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107 and 7200.

- 8. Independent Contractor.** Design-Builder, in the performance of this Agreement, shall be and act as an independent contractor. Design-Builder understands and agrees that he/she and all of his/her 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. Design-Builder 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 Design-Builder's employees. Design-Builder 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.
- 9. Standard of Care.** Design-Builder's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of Lighting Practices and all Applicable Law, including the applicable provisions of California Code of Regulations, Title 24, Pacific Gas and Electric, Co.'s applicable rebate requirements ("PG&E"), and the District's Design Guides and Technical Specifications. Design-Builder represents and warrants that it is fully experienced in projects of the nature and scope of Work, and that it is properly qualified, licensed and equipped to supply and perform the Work. 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.
- 10. Originality of Services.** Design-Builder 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 Design-Builder and shall not be copied in whole or in part from any other source, except that submitted to Design-Builder by District as a basis for such services.
- 11. Copyright/Trademark/Patent.** Design-Builder 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. Design-Builder consents to use of Design-Builder's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
- 12. Notice to Proceed.** After the submittals of the HVAC & EMS system is approved by the District, the District shall provide a Notice to Proceed to Design-Builder at which time Design-Builder shall proceed with the construction Work.

13.Site Examination. Design-Builder 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, Design-Builder 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 Design-Builder'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.

14.Materials. Design-Builder shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.

14.1. Anti-Trust Claim. Design-Builder 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 Design-Builder, without further acknowledgment by the parties.

14.2. Substitutions. No substitutions of material from those specified in the Work Specifications shall be made without the prior written approval of the District.

14.3. Hazardous Materials. If any hazardous materials are to be provided by Design-Builder, then the environmental impact of the hazardous material usage must be discussed, including any special maintenance requirements and proper disposal/recycling at the end of its useful life. Any additional costs and/or District responsibilities related to materials containing hazardous materials must be clearly identified.

15.Equipment and Labor. Design-Builder 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.

16.Warranty/Quality. Unless a longer warranty is called for elsewhere in this Agreement, the Design-Builder, 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.

17.Correction of Errors. Design-Builder 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 Design-Builder's failure to comply with the standard of care required herein.

18.Lead-Based Paint. Pursuant to the Lead-Safe Schools Protection Act (Education Code Section 32240 et seq.) and other applicable law, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Project,

and only trained and state-certified contractors, inspectors and workers shall undertake any action to abate existing risk factors for lead. Design-Builder must execute the Lead-Based Paint Certification, if applicable.

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. Design-Builder 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. Design-Builder 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 Design-Builder or a subcontractor. In addition to any other information requested, Design-Builder 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 Design-Builder 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.

19.1. For all approved changes in the scope of work that result in a net increase in costs to Design-Builder, the following format shall be used, supported by attached documentation.

	WORK PERFORMED OTHER THAN BY DESIGN-BUILDER	ADD
(a)	Material (attach itemized quantity & unit cost plus sales tax)	\$
(b)	Add Labor (attach itemized hours & rates, fully encumbered)	\$
(c)	Add Equipment (attach suppliers' invoice)	\$
(d)	Subtotal	\$
(e)	Add overhead and profit for any and all tiers of Subcontractor, the total not to exceed 10% of item (d)	\$
(f)	Subtotal	\$
(g)	Add overhead and profit for Design-Builder, not to exceed 5% of Item (f)	\$
(h)	Subtotal	\$
(i)	Add Bond and Insurance, not to exceed two percent (2%) of Item (h)	\$
(j)	TOTAL	\$
(k)	Time	___ Days

	WORK PERFORMED BY DESIGN-BUILDER	ADD
(a)	Material (attach itemized quantity & unit cost plus sales tax)	
(b)	Add Labor (attach itemized hours & rates, fully encumbered)	
(c)	Add Equipment (attach suppliers' invoice)	
(d)	Subtotal	
(e)	Add overhead and profit for Design-Builder, not to exceed 15% of item (d).	
(f)	Subtotal	
(g)	Add Bond and Insurance, not to exceed 2% of Item (f)	
(h)	TOTAL	
(i)	Time	___ Days

20.Workers. Design-Builder 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. The District may evaluate the Design-Builder in any manner which is permissible under the law. Any person in the employ of the Design-Builder 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.

21.Design-Builder Supervision. Design-Builder shall provide competent supervision of personnel employed on the job Site, use of equipment, and quality of workmanship.

22.Safety and Security. Design-Builder is responsible for maintaining safety in the performance of this Agreement. Design-Builder shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

23.Clean Up. Debris shall be removed from the Premises. 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.

24.Access to Work. District representatives shall at all time have access to the Work wherever it is in preparation or in progress. Design-Builder shall provide safe and proper facilities for such access.

25.Protection of Work and Property. Design-Builder 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, Design-Builder, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.

26.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.

27. Force Majeure. Design-Builder 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 Design-Builder.

28. Termination.

28.1. For Convenience by District. District may, at any time, with or without reason, terminate this Agreement and compensate Design-Builder only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Design-Builder. Notice shall be deemed given when received by the Design-Builder or no later than three (3) days after the day of mailing, whichever is sooner. In the event that District terminates this Agreement pursuant to this section, District shall compensate Design-Builder for work completed to date as a pro-rata amount of the full fees, costs, and expenses.

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

28.2.1. material violation of this Agreement by the Design-Builder; or

28.2.2. any act by Design-Builder exposing the District to liability to others for personal injury or property damage; or

28.2.3. Design-Builder is adjudged a bankrupt, Design-Builder makes a general assignment for the benefit of creditors or a receiver is appointed on account of Design-Builder'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 Design-Builder. If the expense, fees, and costs to the District exceed the cost of providing the service pursuant to this Agreement, Design-Builder 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.

28.3. Upon termination, Design-Builder shall provide the District with all documents produced maintained or collected by Design-Builder pursuant to this Agreement, whether or not such documents are final or draft documents.

29. Indemnification. To the furthest extent permitted by California law, Design-Builder shall, at its sole expense, defend, indemnify, and hold harmless the District, the State of California, and their agents, representatives, officers, consultants, employees, trustees, 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, personal injury, death, property damage, and consultants and/or attorneys fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Design-Builder under or in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Design-Builder proposes to defend the indemnified parties.

30. Insurance.

30.1. The Design-Builder shall procure and maintain at all times it performs any portion of the Services the following insurance:

30.1.1. General Liability. An amount not less than \$2,000,000 each occurrence, \$4,000,000 aggregate for bodily injury, personal injury and property damage in the form of Comprehensive General Liability and Contractual Liability. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each project/location or the general aggregate limit shall be twice the required occurrence limit.

30.1.2. Automobile Liability Insurance. One Million Dollars (\$1,000,000) combined single limit per occurrence for any automobile that shall protect the Design-Builder and the District from all claims of bodily injury, property damage, personal injury, death, and medical payments arising performing any portion of the Services by Design-Builder.

30.1.3. Workers' Compensation and Employers' Liability Insurance. For all of the Design-Builder's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Design-Builder shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide employers' liability coverage with minimum liability coverage of One Million Dollars (\$1,000,000) per accident for bodily injury or disease. Design-Builder shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.

30.1.4. Professional Liability (Errors and Omissions). One Million Dollars (\$1,000,000) for errors and omissions as appropriate to profession of engineer designing, coverage to continue through completion of construction plus two years thereafter.

30.1.5. Builder's Risk Insurance. Owner will provide Builder's Risk Insurance.

30.1.6. Umbrella or Excess Liability. Four Million Dollars (\$4,000,000) per occurrence to meet the policy limit requirements of the required policies if Design-Builder's underlying policy limits are less than required. There shall be no gap between the per occurrence amount of any underlying policy and the start of the coverage under the Umbrella Liability Insurance Policy. Any Umbrella Liability Insurance Policy shall protect Design-

Builder, District, State, and Project Manager(s) in amounts, and that complies with all requirements for Commercial General Liability and Automobile Liability and Employers' Liability Insurance.

30.1.7. Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provisions:

30.1.7.1. For the general liability and automobile liability policies:

30.1.7.1.1. The District, its representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of Design-Builder; instruments of Service and completed operations of the Design-Builder; premises owned, occupied or used by Design-Builder; or automobiles owned, leased, hired or borrowed by Design-Builder. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.

30.1.7.1.2. For any claims related to the projects, Design-Builder's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Design-Builder's insurance and shall not contribute with it.

30.1.7.1.3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.

30.1.7.2. Design-Builder's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

30.1.7.3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

30.1.7.4. Design-Builder shall furnish the District with Certificates of Insurance showing maintenance of the required insurance coverage and original endorsements affecting coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before Work commence.

30.1.8. 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.

31. Payment Bond and Performance Bond. Design-Builder 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 Construction Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District.

32. Permits and Licenses. Design-Builder and all Design-Builder's employees or agents shall secure and maintain in force, at Design-Builder's sole cost and expense, such permits and licenses as are required by law in connection with the furnishing of materials, supplies, or services pursuant to this Agreement.

33. Assignment. The rights, burdens, duties, or obligations of Design-Builder pursuant to this Agreement shall not be assigned by the Design-Builder without the prior written consent of the District.

34. Subcontractors. Subcontractors, if any, engaged by the Design-Builder for any Service or Work under this Agreement shall be subject to the approval of the District. Design-Builder agrees to bind every subcontractor by the terms of the Agreement as far as such terms are applicable to subcontractor's work, including, without limitation, all indemnification, insurance, bond, and warranty requirements. If Design-Builder shall subcontract any part of this Agreement, Design-Builder 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 this Agreement shall create any contractual relations between any subcontractor and the District.

35. Compliance with Laws. Design-Builder 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. Design-Builder shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Design-Builder observes that any of the Work required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Design-Builder 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 Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Design-Builder's receipt of a written termination notice from the District. If Design-Builder performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Design-Builder shall bear all costs arising therefrom.

35.1. Design-Builder hereby acknowledges that the Project Manager(s), the Project Inspector(s), and the Division of the State Architect have authority to approve and/or stop Work if the Design-Builder's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. Design-Builder shall be liable for any delay caused by its non-compliant Work.

35.2. Labor Code Requirements. Design-Builder 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 Design-Builder 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 Design-Builder or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts.

36.Certified Payroll Records: Design-Builder and its subcontractor(s) shall keep accurate certified payroll records of employees and shall make them available to the District immediately upon request.

37.Audit. Design-Builder shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Design-Builder transacted under this Agreement. Design-Builder shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Design-Builder 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 Design-Builder and shall conduct audit(s) during Design-Builder's normal business hours, unless Design-Builder otherwise consents.

38.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 Design-Builder 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. In addition, the Design-Builder agrees to require like compliance by all its subcontractors.

39.Environmental Attributes and Energy Credits. District shall own all right, title, and interest associated with or resulting from the development, construction, installation and ownership of any facilities installed on the Project ("Generating Facilities"). This ownership includes the production, sale, purchase or use of the energy output including, and includes without limitation:

39.1. All Environmental Incentives associated in any way with the installation. "Environmental Incentives" means all rights, credits (including tax credits), rebates, benefits, reductions, offsets and allowances and entitlements of any kind, howsoever entitled or named (including carbon credits and allowances), whether arising under federal, state or local law, international treaty, trade association membership or the like arising from the installation or the energy reduction or otherwise from the development, construction, installation or ownership of the Lighting Energy Efficiency Project. Without limiting the foregoing, Environmental Incentives includes green tags, renewable energy credits, tradable renewable certificates, portfolio energy credits, the right to apply for (and entitlement to receive) incentives programs offered by the State of California.

39.2. All reporting rights and the exclusive rights to claim responsibility for the reductions in emissions of pollution and greenhouse gases resulting from the reduction in energy use.

39.3. All carbon reduction credits as defined under the California Action Reserve or such similar definition as enacted by the State of California or the U.S. Federal Government.

40.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.

41.Confidentiality. Design-Builder and all Design-Builder's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services to the extent allowed by law. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

42.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, Design-Builder agrees it will neither rescind the Contract nor stop the progress of the Work, but will allow determination by 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. The demand for mediation of any claim 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 Design-Builder's 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 Design-Builder'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.

43.Attorney Fees and 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.

44. 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 CEM
360 Campus Lane, Suite 203
Fairfield, California 94534

ATTN: Ali Gharaviram, Senior Project
Manager

Design-Builder

Peterson Mechanical Inc.,
2189 – Eight Street East
Sonoma, CA 95476

Les M. Peterson

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.

45. Governing 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 county in which the District's administrative offices are located.

46. 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.

47. 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.

48. 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 of its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

49. Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

50. Cooperation. The Parties hereto hereby agree to execute all such other documents and to take all such other action as may be reasonably necessary to effect the purposes of this Agreement.

- 51. Binding Contract.** This Agreement 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.
- 52. 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.
- 53. 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.
- 54. 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 authorized and empowered to enter into this Agreement.
- 55. Counterparts.** This Agreement and all amendments to it may be executed in counterparts, each of which shall be deemed an original. A facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one document binding all the Parties hereto.
- 56. Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
- 57. Entire Contract.** This Agreement 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 Agreement may be modified only in writing upon mutual consent.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

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

**SOLANO COMMUNITY COLLEGE
DISTRICT**

[DESIGN-BUILDER]

Date: _____, 20__
By: _____
Print Name: JOWEL C. LAGUERRE, Ph.D.
Print Title: Superintendent-President
Address: 360 Campus Lane, Suite 201
Fairfield, CA 94534
Telephone: 707-864-7112
Facsimile: 707-646-2085
E-Mail: jowel.laguerre@solano.edu

Date: _____, 20__
By: _____
Print Name: _____
Print Title: _____
License No.: _____
Address: _____
Telephone: _____
Facsimile: _____
E-Mail: _____

Information regarding Design-Builder:

Proper Name: _____
License No.: _____
Address: _____

Telephone: _____
Facsimile: _____
E-Mail: _____

Type of Business Entity:
 Individual
 Sole Proprietorship
 Partnership
 Limited Partnership
 Corporation, State:
 Limited Liability Company
 Other: _____

Employer Identification and/or Social Security Number

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

Exhibit A-1

System Description

THE GENERAL DESCRIPTION WHICH FORMED THE BASIS FOR PROPOSALS IS IDENTIFIED IN THE FOLLOWING DOCUMENTS: REQUEST FOR QUALIFICATIONS/PROPOSALS (RFQ/P) #14-013, RFQ/P ADDENDUM DOCUMENTATION AND BRIDGING DOCUMENTS AND ARE CONSIDERED PART OF THIS CONTRACT.

Exhibit A-2

Scope of Work

Design-Builder's entire Proposal is made part of this Agreement.

Exhibit A-3

Solano Community College Project Labor Agreement

District's Project Labor Agreement is made part of this contract.

PREVAILING WAGE CERTIFICATION

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project.

Date: _____

Name of Design-Builder: _____

Signature: _____

Print Name: _____

Title: _____

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:

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

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

Date: _____

Name of Design-Builder: _____

Signature: _____

Print Name: _____

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 awarding body prior to performing any Work under this Contract.)

ASBESTOS & OTHER HAZARDOUS MATERIALS CERTIFICATION

Design-Builder hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations "New Material Hazardous", shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Design-Builder's work on the Project for District.

Design-Builder further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material.

Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Design-Builder if the material is found to be New Hazardous Material.

All Work or materials found to be New Hazardous Material or Work or material installed with "New Hazardous Material" containing equipment will be immediately rejected and this Work will be removed at Design-Builder's expense at no additional cost to the District.

Design-Builder has read and understood the document Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

Date: _____

Name of Design-Builder: _____

Signature: _____

Print Name: _____

Title: _____

LEAD-PRODUCT(S) CERTIFICATION

California Occupational Safety and Health Administration (CalOSHA), Environmental Protection Agency (EPA), California Department of Health Services (DHS), California Department of Education (CDE), and the Consumer Product Safety Commission (CPSC) regulate lead-containing paint and lead products.

Because the Design-Builder and its employees will be providing services for the District, and because the Design-Builder's work may disturb lead-containing building materials, **DESIGN-BUILDER IS HEREBY NOTIFIED** of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1993 are presumed to contain some lead-based paint until sampling proves otherwise.

The CDE mandates that school districts utilize DHS lead-certified personnel when a lead-based hazard is identified. Examples of lead-certified personnel include: project designers, inspectors, and abatement workers. Furthermore, since it is assumed by the district that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Design-Builder, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (**Including Title 8, California Code of Regulations, Section 1532.1**). Any and all Work which may result in the disturbance of lead-containing building materials must be coordinated through the District.

The California Education Code also prohibits the use or import of lead-containing paint, lead plumbing and solders, or other potential sources of lead contamination in the construction of any new school facility or in the modernization or renovation of any existing school facility. Design-Builder shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Design-Builder.

All contractors who disturb lead-based paint in a six-square-foot area or greater indoors or a 20-square-foot area outdoors shall comply with the Renovation, Repair and Painting Rule, shall receive training from a U.S. EPA-accredited training provider, and shall be certified by the U.S. EPA. Design-Builder, its workers and subcontractors must fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials, including those rules and regulations appearing within title 40 of the Code of Federal Regulations as part 745 (40 CFR 745).

If failure to comply with these laws, rules, and regulations results in a site or worker contamination, Design-Builder will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom. If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses and training shall conduct this Work.

It shall be the responsibility of the Design-Builder to properly dispose of any and all waste products, including but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of Design-Builder to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

The undersigned hereby acknowledges, under penalty of perjury, that he or she has received notification of potential lead-based materials on the owner's property, as well as the existence of applicable laws, rules and regulations governing work with, and disposal of, such materials with which it must comply. The undersigned also warrants that he or she has the authority to sign on behalf of and bind the design-builder.

Date: _____

Name of Design-Builder: _____

Signature: _____

Print Name: _____

Title: _____

PERFORMANCE BOND
(100% of Contract Price)

(Note: Respondents must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

That WHEREAS, the governing board ("Board") of the Solano Community College District, ("District") and _____, ("Principal)" have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

_____ (Project Name)

("Project" or "Contract") which Contract dated _____, 20____, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

And WHEREAS, said Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract;

NOW, THEREFORE, the Principal and _____ ("Surety") are held and firmly bound unto the Board of the District in the penal sum of _____ DOLLARS (\$ _____), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

- Perform all the work required to complete the Project; and
- Pay to the District all damages the District incurs as a result of the Principal's failure to perform all the Work required to complete the Project.

The condition of the obligation is such that, if the above bounden Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warranties of materials and workmanship, and shall indemnify and save harmless the District, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

Surety expressly agrees that the District may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal.

Surety shall not utilize Principal in completing the Project nor shall Surety accept a Bid from Principal for completion of the Work if the District, when declaring the Principal in default, notifies Surety of the District's objection to Principal's further participation in the completion of the Work.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period ending one year after the date of Final Completion during which

time Surety's obligation shall continue if Design-Builder shall fail to make full, complete, and satisfactory repair and replacements and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The above obligation is separate from and does not affect to the obligations under the Performance Guarantee, the Maintenance Services Agreement, or any warranty obligations that are effective for any period longer than one year following the Final Completion date.

Nothing herein shall limit the District's rights or the Design-Builder or Surety's obligations under the Contract, law or equity, including, but not limited to, the District's rights against Design-Builder under California Code of Civil Procedure section 337.15

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20____.

(Affix Corporate Seal)

Principal

By

Surety

By

Name of California Agent of Surety

Address of California Agent of Surety

Telephone Number of California Agent of Surety

Successful Respondent must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

PAYMENT BOND
Contractor's Labor & Material Bond
(100% of Contract Price)

(Note: Respondents must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

That WHEREAS, the governing board ("Board") of the Solano Community College District, (or "District") and _____, ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

_____ (Project Name)

("Project" or "Contract") which Contract dated _____, 20____, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to one hundred percent (100%) of the Contract price, to secure the claims to which reference is made in sections 9000 through 9510 and 9550 through 9566 of the Civil Code, and division 2, part 7, of the Labor Code.

NOW, THEREFORE, the Principal and _____, ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of _____ Dollars (\$ _____), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the Principal or any of his or its subcontractors, of the heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, provender, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under section 9100 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and affect.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of Contract or the specifications accompanying

the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20____.

(Affix Corporate Seal)

Principal

By

Surety

By

Name of California Agent of Surety

Address of California Agent of Surety

Telephone Number of California Agent of Surety

Successful Respondent must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: CONTRACT AWARD TO NINYO AND MOORE FOR
GEOTECHNICAL ENGINEERING SERVICES FOR
BUILDING 1200 THEATER RENOVATION PROJECT
REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested for contract award to Ninyo and Moore to provide geotechnical engineering services for Building 1200 Theater Renovation project. The consultant will provide a geological hazard assessment and geotechnical evaluation services for Building 1200 Renovation Project. These services are needed to comply with California Geological Survey Requirements as well as Department of State Architect’s building requirements.

Total fee for this contract is \$11,900.

Government Code: Board Policy: Estimated Fiscal Impact: \$11,900 State Funds

SUPERINTENDENT’S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Leigh Sata
Executive Bonds Manager

PRESENTER’S NAME

360 Campus Lane, Suite 201
Fairfield, CA 94534

ADDRESS

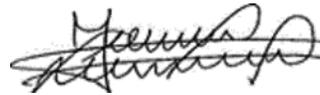
(707) 863-7855

TELEPHONE NUMBER

Administration
ORGANIZATION

April 25, 2014

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



JOWEL C. LAGUERRE, Ph.D.
Superintendent-President

April 25, 2014

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES
GEOTECHNICAL ENGINEERING SERVICES**

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the 7th day of May, 2014 by and between the Solano Community District, ("District") and Ninyo and Moore ("Consultant"), (together, "Parties").

WHEREAS, the District is authorized by section 4525 et seq. of the California Government Code to contract with and employ any persons for the furnishing of architectural, landscape architectural, engineering, environmental, and land surveying services and advice through a "fair, competitive selections process free of conflicts of interest, political contributions, or unlawful activities." (Gov. Code, § 4529.12.)

WHEREAS, the District complied with the requirements of section 4525 et seq. in selecting Consultant; and

WHEREAS, the District is in need of such services and advice related to work it will be performing at Building 1200 Theater Renovation ("Project"); and

WHEREAS, the Consultant is specially trained and experienced and competent to perform the services required by the District, and such services are need on a limited basis;

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Consultant shall provide services to assure that geotechnical engineering services for Building 1200 project will comply with the requirements of the consultant services as further described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services").
2. **Term.** The Consultant shall commence providing services under this Agreement on May 12, 2014 and will diligently perform as required and complete performance by June 12, 2014 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 Eleven Thousand Nine Hundred Dollars (\$11,900.00). 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 is as follows:

- 4.1.1. Geotechnical Hazard Assessment
- 4.1.2. Geotechnical Evaluation and Recommendation Report

4.2. The Services shall be performed for the fixed fee identified in this contract, based on the hourly billing rates and/or unit prices incorporated within this contract. If hourly billing applies, the itemized invoice shall reflect the hours spent or percentage complete by the Consultant in performing its Services pursuant to this Agreement.

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 school 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. **With 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.

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 Board of Education, 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 CEM
360 Campus Lane, Suite 203
Fairfield, CA 94534
ATTN: Monyvuth Thach, Project Manager

Consultant:

Ninyo & Moore
1956 Webster St Suite 400
Oakland, California 94612
ATTN: Kapil Gupta, PE, GE

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: _____, 20____ Dated: _____, 20____

Solano Community College District

By: _____

By: _____

Print Name: JOWEL C. LAGUERRE, Ph.D.

Print Name: _____

Print Title: Superintendent-President

Print Title: _____

Information regarding Consultant:

License No.: _____

Employer Identification and/or
Social Security Number

Address: _____

Telephone: _____

Facsimile: _____

E-Mail: _____

Type of Business Entity:

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

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

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

Scope of services includes completion of a study to provide geotechnical recommendations for the design and construction of the proposed improvements. The geological hazards study will be based on California Geological Survey (CGS) guidelines. Specifically, the consultant shall:

- Review all readily available geologic and seismic documentation pertinent to the project area.
- Perform a site evaluation, observe general conditions and mark the proposed locations for subsurface exploration.
- Meetings with District and Bond team as needed to review existing utility plans and coordinate all underground work.
- Obtain a boring permit from the Solano County Department of Resource Management.
- Perform a subsurface exploration consisting of three (3) CPT soundings and two (2) hand auger borings. CPT soundings will advance to a depth of about 25-50 ft. Hand auger borings will advance to depths from 5-10 feet below ground surface. Actual depth will depend on subsurface conditions as outlined in proposal number P-82619 dated 3/28/2014.
- Final deliverable will include Geological Hazard Assessment and Geotechnical Evaluation Report for the Building 1200 Renovation that will meet California Geological Survey review requirements.

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: PROPOSED NEW JOB DESCRIPTION
ASSOCIATE DEAN OF CAREER AND TECHNICAL
EDUCATION CLASSIFIED MANAGER
(ADMINISTRATIVE LEADERSHIP GROUP)

REQUESTED ACTION: INFORMATION/ACTION

SUMMARY

The Associate Dean of Career and Technical Education facilitates and coordinates career and technical education (CTE) and related programs and provides support to all deans and faculty who teach in CTE programs/subject areas for the purpose of promoting program growth and implementing strategies which maximize student recruitment, retention and success.

Associate Dean of Career and Technical Education will be placed on Range 48 of the 2013-14 ALG Salary Schedule.

Approval is requested at this time.

Government Code: 88001, 88009, 880013 Board Policy: 4720 Estimated Fiscal Impact: Unknown

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Nona Cohen-Bowman, Consultant
Human Resources

PRESENTER'S NAME

360 Campus Lane, 201
Fairfield, CA 94534

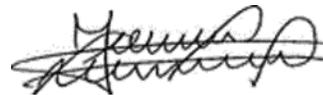
ADDRESS

707 864-7263

TELEPHONE NUMBER

Administration
ORGANIZATION

April 25, 2014
**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



JOWEL C. LAGUERRE, Ph.D.
Superintendent-President

April 25, 2014
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT
CLASS SPECIFICATION**

CLASS TITLE: **Associate Dean of Career and Technical Education
(Classified Manager)**

BASIC FUNCTION:

The Associate Dean of Career and Technical Education facilitates and coordinates career and technical education (CTE) and related programs, and collaborates with Dean of Applied Technology and Business and all deans and faculty who teach in CTE programs/subject areas and reports directly to the Vice President of Academic Affairs.

ESSENTIAL DUTIES:

Work collaboratively with the Dean of Applied Technology and Business and all CTE faculty to accomplish the following:

- Support faculty in developing effective, contemporary, professional, and responsive programs to meet area economic and workforce needs.
- Be an active Participant of the College [identify programs i.e.: Career Pathways, Tech Prep, Ladders, articulation etc.].
- Promote program growth by assisting CTE faculty to implement strategies which maximize student recruitment and retention.
- Develop recommended budget for areas of responsibility and monitor allocation of resources.
- Participate in resource development and alternative funding, including grant development.
- Utilize the integrated planning process to develop priorities for funding and resulting proposals.
- Monitor, coordinate and oversee all activities related to career technical education funding programs.
- Seek and communicate professional development opportunities for CTE faculty.
- Maintain communications through administrative channels to and from CTE program faculty.
- Coordinate marketing of all CTE programs.

- Support CTE faculty in the development and implementation of effective advisory committees.
- Serve on college councils or committees.
- Serve as a liaison and represent all CTE Programs to off-campus community groups, business and industry, agencies, or individuals as assigned.
- Assist all CTE faculty in equipment purchase, repair, and disposal for all career and technical programs.
- Provide quarterly status reports to the Vice President of Academic Affairs.
- Conduct research or special studies, serve on special assignment and generate reports as required or assigned; perform related duties as required or assigned.
- Perform other duties as assigned or delegated by the Vice President of Academic Affairs.

MINIMUM QUALIFICATIONS:

EDUCATION:

- Master's degree from an accredited institution in a Career and Technical Education related field or demonstrated experience performing or leading in a Career and Technical Education field.

EXPERIENCE:

- Minimum of three years teaching, administrative, or management experience in a CTE program at the post-secondary level.
- Experience with Career and Technical Education programs at the post-secondary level, including but not limited to Career Pathways, Career Ladders, and Perkins legislation.
- Human resource management and fiscal management skills.
- Experience with building successful partnerships with business, community agencies, K-12 schools, and higher education.

KNOWLEDGE AND ABILITIES:

- Demonstrate skill in respectful, sensitive and effective communication with people who are diverse in their cultures, ethnicities, language groups, and abilities, and with individuals from all other groups protected from discrimination; sensitivity to and understanding of the diverse academic, socioeconomic, cultural, disability, and ethnic backgrounds of community college students.
- Applicable laws, codes and regulations, policies and procedures, including Title 5 and California Education Code;
- Basic college curricula, particularly that of Career and Technical programs;
- Principles and practices of administration, supervision, and training, including techniques in supervision;
- Graduation and transfer requirements;
- Modern automated record-keeping systems;
- Computer software applications including spreadsheet, database and word processing programs;
- Principles and practices of administration, supervision and training;
- Oral and written communication skills;
- Correct English usage, grammar, spelling, punctuation and vocabulary;
- District organization, operations, policies and procedures of assigned program and activities;
- Interpersonal skills using tact, patience and courtesy;
- Communicate effectively both verbally and in writing;
- Establish and maintain cooperative and effective working relationships with others;
- Maintain records and prepare reports;
- Read, interpret, apply and explain rules, regulations, policies and procedures;
- Maintain current knowledge of program rules, regulations, requirements and restrictions to assure institutional compliance;
- Analyze situations accurately and adopt an effective course of action;

PHYSICAL DEMANDS:

- The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions for this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

WORK ENVIRONMENT:

- The work environment characteristics described her are representative of those an employee encounters while performing the essential functions for this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

DW: 04.21.14

Board Approved:

NEW