



AGENDA ITEM: 11.(a)

MEETING DATE: November 19, 2015

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

TO:

MEMBERS OF THE GOVERNING BOARD

SUBJECT:

CONSENT CALENDAR - HUMAN RESOURCES

REQUESTED ACTION:

Approval

SUMMARY:

EMPLOYMENT 2015-2016

Regular Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Tim Ralston	Executive Bonds Manager M00065 (Range 54/Step 3)	11/30/15
Beverley Sloley	Senior Accountant C00155 (Range 21/Step 4)	11/20/15

Short-term/Temporary/Substitute

<u>Name</u>	<u>Assignment</u>	<u>Fund/Grant Name</u>	<u>Effective</u>	<u>Amount</u>
Amelia Beville	Custodian	General Fund	11/19/15 – 06/30/16	\$13.62
Phuong T. Brabander	Counselor	SSSP	09/11/15 – 06/30/16	\$64.87
Kelley Cadungug	Instructor	Equity Fund	08/17/15 – 06/30/16	\$58.59
Karen Cook	Drafting Articulation Project	CTE Transitions	08/18/15 – 06/30/16	\$69.05
Jose Gallaroo Corpus	Substitute Custodian	General Fund	11/19/15 – 06/30/16	\$13.62

Somboon Kitapan	Custodian	General Fund	11/19/15 – 06/30/16	\$13.62
Jessica Le	Curriculum Development	Perkins/VTEA	09/01/15 – 12/17/15	\$60.69
Ziffuel Lewis	Custodian	General Fund	11/19/15 – 06/30/16	\$13.62
Sandra Moore	Instructor	Equity Fund	08/17/15 – 06/30/16	\$62.64
Robert Payawal	Instructional Assistant	SSSP and Equity	10/26/15 – 12/20/15	\$15.88
Fiorella Polo Espinoza	Office Assistant	EOPS Program	09/29/15 – 06/30/16	\$10.60
Genele Rhoads	SSTEM Grant	SSTEM Scholarship Grant	07/01/15 – 07/01/16	\$69.05

Professional Experts

<u>Name</u>	<u>Assignment</u>	<u>Dates</u>	<u>Amount</u>
Deborah Barlow	Accompanist	08/17/15 – 09/14/15	\$468.75
Deborah Barlow	Accompanist	09/15/15 – 10/12/15	\$468.75
Deborah Barlow	Accompanist	10/13/15 – 11/09/15	\$468.75
Deborah Barlow	Accompanist	11/10/15 – 12/11/15	\$468.75
Jacqueline Jones	Co-Presenter for Foster & Kinship Care Education	11/05/15 – 11/12/15	\$480.00
Kerry Pilley	Co-Presenter for Foster & Kinship Care Education	11/02/15 – 11/24/15	\$1,200.00
Kerry Pilley	Co-Presenter for Foster & Kinship Care Education	12/01/15 – 12/16/15	\$960.00
Sherry Currie-Proctor	Co-Presenter for Foster & Kinship Care Education	11/10/15 – 11/10/15	\$240.00
Sherry Currie-Proctor	Co-Presenter for Foster & Kinship Care Education	12/02/15 – 12/08/15	\$480.00
Rebecca Valentino	Costume Designer for Fall 2015 Play, “Deadman’s Cell Phone”	10/01/15 – 10/22/15	\$1,250.00
Noel Vargas	Co-Presenter for Foster & Kinship Care Education	11/02/15 – 11/24/15	\$720.00
Noel Vargas	Co-Presenter for Foster & Kinship Care Education	12/07/15 – 12/16/2015	\$720.00

Released Time

<u>Name</u>	<u>Assignment</u>	<u>%Released Time</u>	<u>Dates</u>
Erin Craig	Nursing Program Assistant Director	40%	Fall 2015

GRATUITOUS SERVICE

<u>Name</u>	<u>School/Department</u>	<u>Assignment</u>
Hannah Dorrough	School of Health Sciences	Stock Nursing Lab, Clean Equipment, and Filing

STUDENT SUCCESS IMPACT:

Human Resources

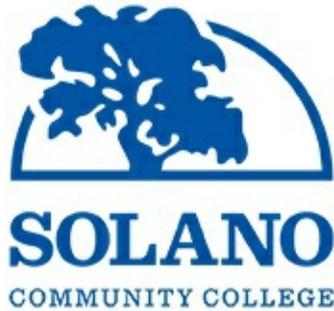
HUMAN RESOURCES

ED CODE: BOARD POLICY: ESTIMATED FISCAL IMPACT:

SUBMITTED BY:

STUDENT SUCCESS IMPACT:

Human Resources



AGENDA ITEM: 12.(b)
MEETING DATE: November 19, 2015

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

TO:

MEMBERS OF THE GOVERNING BOARD

SUBJECT:

WARRANTS

REQUESTED ACTION:

Approval

SUMMARY:

10/12/2015	Vendor Payment	2511065711-2511065723	\$273,070.08
10/12/2015	Vendor Payment	2511065724	\$17,825.00
10/12/2015	Vendor Payment	2511065725	\$2,007.31
10/12/2015	Vendor Payment	2511065726-2511065798	\$119,082.09
10/15/2015	Vendor Payment	2511065799-2511065845	\$10,079.00
10/19/2015	Vendor Payment	2511065846-2511065856	\$1,381,823.08
10/19/2015	Vendor Payment	2511065857-2511065953	\$456,976.16
10/26/2015	Vendor Payment	2511065954-2511065955	\$10,015.12
10/26/2015	Vendor Payment	2511065956-2511065957	\$10,907.70
10/26/2015	Vendor Payment	2511065958-2511065967	\$438,642.37
10/26/2015	Vendor Payment	2511065968-2511065969	\$90,759.38
10/26/2015	Vendor Payment	2511065970-2511066049	\$406,046.34
10/27/2015	Vendor Payment	2511066050-2511066117	\$189,661.21
10/27/2015	Vendor Payment	2511066118-2511066156	\$7,453.00
11/02/2015	Vendor Payment	2511066157-2511066158	\$428,140.39
11/02/2015	Vendor Payment	2511066159-2511066167	\$656,178.99
11/02/2015	Vendor Payment	2511066168-2511066257	<u>\$729,126.07</u>

TOTAL

\$5,227,793.29

STUDENT SUCCESS IMPACT:

Help our students achieve their educational, professional and personal goals

<u>ED</u>	70902 &	<u>BOARD</u>	3240	<u>ESTIMATED FISCAL</u>	
<u>CODE:</u>	81656	<u>POLICY:</u>		<u>IMPACT:</u>	\$5,227,793.29

SUMBITTED BY:

STUDENT SUCCESS IMPACT:

Help our students achieve their educational, professional and personal goals



AGENDA ITEM: 12.(c)
MEETING DATE: November 19, 2015

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

TO:

MEMBERS OF THE GOVERNING BOARD

SUBJECT:

CONSENT CALENDAR - FINANCE & ADMINISTRATION

REQUESTED ACTION:

Approval

SUMMARY:

Academic Affairs
Leslie Minor, Vice President

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Patricia Brooks	Provide business counseling and workshop training services to the Small Business Development Center	July 1, 2015 – June 30, 2016	Not to exceed \$2,500.00
Entrepreneurial Learning Initiative	Keynote presentation for the Small Business Educators Symposium on February 18, 2015.	November 19, 2015 – February 19, 2016	Not to exceed \$10,000.00
Deborah Garcia	Provide CTE Transitions education, assistance to achieve SCC articulated credit, and training for CATEMA software	October 22, 2015- June 30, 2016	Not to exceed \$9,120.00

	system		
Ken Hein	Lighting design for Dead Man's Cell Phone	October 1, 2015 – October 22, 2015	Not to exceed \$1,000.00
Barbara Hockett	Provide support to the Workforce Development office on the BACWWE program	October 1, 2015 – June 30, 2016	Not to exceed \$3,500.00
Sarah Lambert	Stage Manager for Fall play, Dead Man's Cell Phone	August 27, 2015 – November 1, 2015	Not to exceed \$1,000.00
Maria Lovalvo	Provide training and business advising services to the SBDC	July 1, 2015 – June 30, 2016	Not to exceed \$2,500.00
Thomas Nabarrette	Sound design for Fall play, Dead Man's Cell Phone.	October 1, 2015 – October 22, 2015	Not to exceed \$300.00
Donna Ovens	Curriculum development and instruction for medical assisting preparation review course	January 1, 2015 – December 31, 2015	Not to exceed \$5,000.00
Aurelio Pegg	Provide business counseling, training, and market outreach services to the SBDC	July 1, 2015 – June 30, 2016	Not to exceed \$5,000.00
Birgit Rickert	Provide training and business advising services to the SBDC	July 1, 2015 – June 30, 2016	Not to exceed \$3,500.00
Sideline Solutions	Provide training at the HP LIFE (Learning Initiative for Entrepreneurs) Program at the Small Business Educators Symposium on February 19, 2016	November 20, 2015 – February 19, 2016	Not to exceed \$3,500.00
K. Patrice Williams	Provide training and business advising services to the SBDC	July 1, 2015 – June 30, 2016	Not to exceed \$2,000.00

Human Resources

Wade Larson, Associate Vice President

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Karen Hubbard	Professional Consulting Services	October 26, 2015 – December 31, 2015	Not to exceed \$5,000.00
David Tooker	Facilitation of CTA negotiations	September 1, 2015 - June 30, 2016	Not to exceed \$10,000.00

Student Services

Gregory Brown, Vice President

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Pamela Graham	CPR and First Aid Training, Foster and Kinship Care Education	November 5, 2015	Not to exceed \$840.00
Danielle Madrid	Video production services for Solano Volleyball team	November 1, 2015 – December 10, 2015	Not to exceed \$250.00

STUDENT SUCCESS IMPACT:

Help our students achieve their educational, professional and personal goals , Workforce development and training

ED CODE: BOARD POLICY: ESTIMATED FISCAL IMPACT:

SUMBITTED BY:

STUDENT SUCCESS IMPACT:

Help our students achieve their educational, professional and personal goals , Workforce development and training



AGENDA ITEM: 13.(d)

MEETING DATE: November 19, 2015

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

TO:

MEMBERS OF THE GOVERNING BOARD

SUBJECT:

MEMORANDUM OF UNDERSTANDING BETWEEN SOLANO COMMUNITY COLLEGE DISTRICT AND SOLANO COUNTY OFFICE OF EDUCATION TO PROVIDE CTE ENHANCEMENT FUND SERVICES

REQUESTED ACTION:

Approval

SUMMARY:

Maire Morinec, Dean of the School of Applied Technology and Business is requesting approval for the Memorandum of Understanding (MOU) between Solano Community College, hereafter identified as “SCCD” and the Solano County Office of Education, hereafter known as “SCOE”. The MOU is in place to provide CTE Enhancement Fund services for curriculum development with Solano County middle and high schools teachers, and SCC teachers from October 22, 2015 through June 30, 2015.

The pathway focus for our CTE Enhancement Fund Grant includes Mechatronics and Robotics. Our grants focus on career pathway development, curriculum development, professional development for faculty, and career awareness for grades 7-12. This initial MOU is in the amount of \$10,000.

A copy of the Agreement will be available in the Office of the Superintendent-President, the Office of the Vice President of Finance and Administration, and in the Office of the School of Applied Technology and Business. Approval of this agreement is requested at this time.

STUDENT SUCCESS IMPACT:

Help our students achieve their educational, professional and personal goals , Workforce development and training

ED Section BOARD 3520 ESTIMATED FISCAL
CODE: 78021 POLICY: IMPACT: \$10,000 income

SUBMITTED BY:

STUDENT SUCCESS IMPACT:

Help our students achieve their educational, professional and personal goals , Workforce development and training

ATTACHMENTS:

Description

- ☐ SCOE MOU for Enhancement Fund Services

**Solano Community College District and
Solano County Office of Education**

This contract is entered into this 7th day of October, 2015 to June 30, 2016 by and between Solano Community College District (SCCD), and Solano County Office of Education (SCOE), hereinafter referred to as “SCCD” and “SCOE.”

Whereas SCCD is an integral partner with SCOE.

And whereas SCCD is in receipt of CTE Enhancement Funds requiring career pathway development, curriculum development, and professional development for faculty, with significant input from and interaction with Solano County middle and high schools;

<u>Grant Activity</u>	<u>SCOE Deliverable</u>	<u>Budget</u>
Curriculum Development: Focus Industry Sectors – Mechatronics and Robotics	SCOE will coordinate curriculum development of a Robotics and Mechatronics pathway with SCCD. SCOE will meet with SCCD faculty and local industry partners to receive input and make appropriate recommendations to the curriculum to be reviewed by SCCD. SCOE will work with SCCD faculty in developing curriculum.	\$10,000

SCCD Responsibilities:

- SCCD will provide \$10,000 to SCOE for curriculum development. SCCD will purchase any and all recommended supplies, instructional material and equipment as budget allows. SCCD will complete program review, curriculum review and adjustment based upon recommendations from SCOE.

Solano County Office of Education:

Solano Community College:

Tommy Welch
Associate Superintendent
Administrative Services & Operations
Solano County Office of Education

Stan R. Arterberry.
Interim Superintendent-President
Solano Community College

Janet Harden
Associate Superintendent, Human
Resources/Workforce
Development/Public Information
Solano County Office of Education

Maire Morinec
Dean, School of Applied Technology and Business
Solano Community College



AGENDA ITEM: 13.(e)
MEETING DATE: November 19, 2015

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

TO:

MEMBERS OF THE GOVERNING BOARD

SUBJECT:

WORK-BASED LEARNING GRANT AGREEMENT BETWEEN THE FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES AND SOLANO COMMUNITY COLLEGE

REQUESTED ACTION:

Approval

SUMMARY:

Kelly Penwell, Associate Dean, Workforce Development, is presenting for approval an agreement between Solano Community College and the Foundation for California Community Colleges to provide services and resources to implement SB1070/AB 790 Linked Learning Pilot Program. This grant will provide staff and resources to develop, expand and refine K-12 work-based learning across the Auto Industry.

STUDENT SUCCESS IMPACT:

Help our students achieve their educational, professional and personal goals , Workforce development and training

ED CODE: BOARD POLICY: ESTIMATED FISCAL IMPACT: \$100,000 Income

SUBMITTED BY:

STUDENT SUCCESS IMPACT:

Help our students achieve their educational, professional and personal goals , Workforce development and training

ATTACHMENTS:

Description

- ▣ WBL Grant Agreement #WL-008-15



FOUNDATION *for* CALIFORNIA
COMMUNITY COLLEGES

SUB GRANT AGREEMENT

between

FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES

and

SOLANO COMMUNITY COLLEGE DISTRICT

Agreement No. WL-008-15

1. Background

The Foundation for California Community Colleges has received funding from the Los Rios Community College District (“Grantor”) to assist Grantor in utilizing SB1070/AB 790 Linked Learning Pilot Program funds to provide staff and resources to develop, expand and refine K-14 work-based learning sequences across each of the ten industry sectors identified in the Doing What Matters initiative (the “Project”). Working within the Regional Consortium and Deputy Sector Navigator structures, staff and activities funded through this Sub Grant Agreement (“Agreement”) are expected to connect sector-specific pathways at the K-12 and college level across a macro-region.

2. Parties to Agreement

For the purposes of this Agreement the Foundation for California Community Colleges, a California non-profit 501(c)(3) corporation, is referred to as “Foundation” and Solano Community College District on behalf of Solano Community College is referred to as “Sub Grantee”.

3. Services, Deliverables

Sub Grantee shall furnish all technical, educational and professional services, including the necessary expertise, labor, materials, equipment, transportation, and supervision necessary to perform fully and adequately the services and meet the deliverables set forth in the Scope of Work and Deliverables attached hereto as Exhibit A and herein incorporated by reference (the “Services”). Sub Grantee agrees to work closely with Foundation staff and its partners in the performance of Services and shall be available to Foundation’s staff and its partners at all reasonable times.

4. Term, Termination, Stop Work Notice

4.1 Term. This Agreement shall take effect upon signature of both parties (“Effective Date”) through December 31, 2016 (“Term”) at which time, this Agreement will automatically terminate. Any extension to this Agreement must be in writing and signed by authorized signatories of Foundation and Sub Grantee. Unless otherwise agreed

to in writing by the Foundation's Representative as designated in Section 9 (Notices), unexpended funds at the end of Term must be returned to Foundation.

4.2 **Termination for Convenience.** Foundation shall have the right to terminate this Agreement for any reason or no reason, without penalty, at any time by providing Sub Grantee with written notice of termination at least fifteen (15) calendar days in advance.

4.3 **Termination for Cause.** Foundation shall have the right to terminate this Agreement, without penalty, within a reasonable time period should Sub Grantee be found to be in material breach of this Agreement as determined in Foundation's sole discretion or if Sub Grantee fails to comply with any legal and regulatory provisions referenced in the Agreement.

4.4 **Funding Contingency.** If funding for the Project is reduced, suspended, terminated or discontinued for any reason, Foundation shall have the option of immediately terminating this Agreement or invoking Foundation's right to issue an order to stop work pursuant to Section 4.6 (Stop Work Notice) with no liability occurring to Foundation.

4.5 **Procedures at Termination.** Sub Grantee must cease or reduce work immediately upon receiving the notice of termination or as required by the written notice and take all steps possible to mitigate losses. Foundation shall only be liable to Sub Grantee for the actual amount of time Sub Grantee devoted to performing Services pursuant to this Agreement, up until the effective date of the cancellation or as otherwise identified, in writing, by Foundation. This provision does not preclude Foundation from raising disputes concerning Sub Grantee's Services rendered. Sub Grantee hereby waives any other claim for damages including but not limited to damages claims for lost profits, liquidated damages, punitive damages, general or special damages, indirect or consequential damages arising from Foundation's termination of this Agreement.

4.6 **Stop Work Notice.** Foundation reserves the right to issue an order to stop work in the event that: (1) a dispute should arise regarding the Services of Sub Grantee; (2) funding for the Project is reduced, suspended, terminated, discontinued, or fully expended for any reason. The stop work order will be in effect until the dispute has been resolved or as otherwise identified by Foundation in the Stop Work Notice.

5. Compensation

Except as otherwise provided in this Section, Sub Grantee shall receive compensation for Services rendered under this Agreement as set forth in the Compensation Schedule attached hereto as Exhibit B and herein incorporated by reference ("Compensation Schedule"). Total compensation shall not exceed \$100,000.00 without written approval of Foundation's Representative, as designated in Section 9 (Notices). These funds are to carry out the activities outlined in, and in accordance with proposed budget submitted in the Sub Grantee's mutually agreed upon proposal dated October 13, 2015, attached hereto as Exhibit C and herein incorporated by reference. **Unless otherwise agreed to in writing by the Foundation and the Grantor, all compensation paid to Sub Grantee under the terms of this Agreement must be utilized to pay for authorized activities set forth in Exhibit B.**

6. Grantor Requirements

Sub Grantee is responsible for compliance with the grant agreement between Foundation and Grantor, attached hereto as Exhibit D and herein incorporated by reference. Compliance includes, but is not limited to, the following sections: VII (Administrative Requirements), VIII (Intellectual Property), IX (Participation in Grant-Funded Activities), X (Eligibility for Noncitizens), XI (Nondiscrimination Clause), XII (Accessibility for Persons with Disabilities), and XVIII (Confidentiality of Data and Reports).

7. Insurance and Indemnification

7.1 Indemnification. Sub Grantee, its heirs and/or assigns ("Indemnitor") will indemnify, defend and hold Foundation and/or Grantor, and its directors, officers, and employees, (collectively "Indemnitees") harmless from all losses, liabilities, claims, demands, costs, expenses and damages, including reasonable attorneys' fees and costs, resulting from, arising out of, or connected with (a) the performance of Services or omissions relating to same by Indemnitor, Indemnitor's employees, Indemnitor's subcontractors, or any person or entity for whom Indemnitor is responsible; (b) any breach by Indemnitor of this Agreement; (c) Indemnitor's or Indemnitees' infringement or misappropriation of any intellectual property rights relating, in any way, to the performance of Services and/or (d) any willful or negligent act or omission by Indemnitor, Indemnitor's employees, Indemnitor's subcontractors, or any person or entity for whom Indemnitor is responsible. Indemnitor's indemnification obligations will not be limited by any assertion or finding that (1) Indemnitees are liable by reason of non-delegable duty, or (2) losses were caused in part by the negligence, breach of contract, or violation of law by Indemnitees. Foundation and/or Grantor must approve the extension of all settlement offers and approval will not be unreasonably withheld. The Indemnitor will furnish Indemnitees with all related evidence in its control regardless of any disputes. The duty to defend (including by counsel) shall arise regardless of any claim or assertion including, but not limited to, those claims or assertions that Indemnitees caused or contributed to the losses, liabilities, claims, demands, costs, expenses or damages. Nothing in this Agreement shall constitute a waiver or limitation of any rights which Indemnitees may have under applicable law, including without limitation, the right to implied/equitable indemnity.

7.2 Insurance. Sub Grantee, at Sub Grantee's sole cost and expense, will insure its activities in connection with this Agreement, and will obtain, keep in force, and maintain insurance as listed below. Coverage's required will not limit any liability of Sub Grantee and will include:

- Commercial general liability insurance with a combined single limit of no less than \$1 million per occurrence and \$2 million aggregate. The commercial general liability policy shall name both the Grantor (the Los Rios Community College District, its directors, officers, and employees) and the Foundation, its directors, officers, and employees, as Additional Insureds;
- Business automobile liability insurance for all owned, scheduled, or hired automobiles with a combined single limit of no less than \$1 million per accident;
- Professional Liability covering liability arising from any error, omission, negligent or wrongful act of the insured, its officers or employees with limits of no less than \$1 million per occurrence and \$2 million aggregate; and
- Worker's compensation as required under the Worker's Compensation and Safety Act of the State of California, as amended from time to time.

Insurances required by this Agreement shall contain a thirty (30) day notice of cancellation provision. Sub Grantee shall transmit all certificates of insurance, including the additional insured endorsements, to the Foundation, within fifteen (15) days of Sub Grantee's execution of this Agreement. Insurance written on a claim-made basis will be maintained continuously for a period of no less than 3 years after the date of final completion of services authorized. All insurance required to be carried by Sub Grantee and/or Indemnitor shall be primary, and not contributory, to any insurance carried by Foundation. Any failure of Foundation to require Certificates of Insurance and Additional Insured endorsements shall not operate as a waiver of these requirements.

8. Records

Sub Grantee shall maintain complete and accurate records with respect to all costs incurred under this Agreement. All such records shall be clearly identifiable and include sufficient detail of services rendered and costs incurred.

Acceptable records supporting costs incurred under this Agreement include, but are not limited to, original invoices, cancelled checks, proof of payment, airline ticket stubs, payroll records, contracts, agreements and other relevant supporting documentation that will adequately substantiate all costs incurred under this Agreement. Sub Grantee shall allow a representative of Foundation, upon request, during normal business hours, to examine, audit, and make transcripts or copies of such records and any other document created pursuant to this Agreement. Sub Grantee shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

9. Notices

Foundation:

All notices and other communications required or permitted to be given under this Agreement, including but not limited to any notice of change of address, must be directed to the following individuals:

REPRESENTATIVE/PROGRAM DIRECTOR (All Programmatic Issues):

Elizabeth Kay
Linked Learning Manager
Foundation for California Community Colleges
1102 Q Street, Suite 3500
Sacramento, CA 95811
Phone: 916-730-8017
Fax: 916-325-0844
bkay@foundationccc.org

CONTRACTS (Contracts Issues Only, including but not limited to Contract Notices):

Contracts Department
Foundation for California Community Colleges
1102 Q Street, Suite 3500
Sacramento, CA 95811
Fax: 916-325-0844
contracts@foundationccc.org

Sub Grantee:

Kelly Penwell
Associate Dean Workforce Development
Solano Community College
4000 Suisun Valley Road
Fairfield, CA 94534
Phone: 707-863-7808
Kelly.Penwell@solano.edu

10. Publications

Prior to their publication, any materials produced under this Agreement must be first approved by the Program Director designated in Section 9 (Notices) or his/her designee.

11. General Provisions

11.1 Captions and Interpretation. Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. Paragraph headings shall not be deemed to define, limit or extend the scope or intent of the paragraphs to which they appertain.

11.2 Assignment and Delegation. This Agreement may not be assigned or otherwise transferred by either party without the prior written consent of the other party; however, either party will have the right to assign its rights and obligations under this Agreement in connection with a merger, acquisition, or sale transfer of substantially all of its assets. Any assignment not in accordance with this paragraph is void.

11.3 Legal and Regulatory Compliance. Sub Grantee shall perform all Services in compliance with the applicable requirements of laws, codes, rules, regulations, ordinances, and standards of the State of California, and applicable federal and local law. Books and records relating to this Agreement will be maintained in accordance with generally accepted accounting principles by Sub Grantee. Foundation or its authorized representative will have the right to access, audit and/or copy Sub Grantee's records. Sub Grantee agrees to provide Foundation access (with the ability to copy same) to Sub Grantee's records arising, in any way, under this Agreement ("Records"), within five (5) calendar days of a written request for such access. Sub Grantee will preserve Records as required by applicable federal, state or local laws, but in no event for a period of less than three (3) years from the date of final payment under this Agreement. This section is deemed material to the formation of this Agreement.

11.4 Anti-lobbying. Sub Grantee shall not use any part of the funds rendered for Services to directly or indirectly pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a political candidate for public office or a Member of Congress, a jurisdiction, or an official of any government, or to favor, adopt, or oppose, by vote or otherwise, any legislation.

11.5 Non-Discrimination. Sub Grantee shall not discriminate in the provision of services, benefits, employment, facilities or otherwise because of race, color, ancestry, religion, creed, national origin, sex, age, sexual orientation, physical or mental disability, medical condition, marital status, denial of family care leave or on the basis of any other protected category as provided by federal, state and/or local laws. Sub Grantee shall comply with the provisions of the Fair Employment and Housing Act (California Government Code §12990(a)-(f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, §7285 et. seq.)

11.6 Debarment and/or Suspension. Sub Grantee shall comply with Executive Order 12549, Debarment and Suspension. Sub Grantee represents and warrants that Sub Grantee is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency or any California state department or agency.

11.7 Entire Agreement. This Agreement constitutes the entire, complete, final and exclusive agreement between the parties with respect to the subject matter hereof and supersedes and replaces any and all prior and contemporaneous communications between the parties regarding such subject matter. Any terms and conditions which are additional to or different from the terms and conditions of this Agreement are hereby deemed rejected by Foundation and shall not be of any effect or in any way binding upon Foundation. To the extent that the terms and conditions of this Agreement conflict with, or are in any way inconsistent with, the terms and conditions of any exhibit hereto, the terms and conditions of this Agreement will prevail.

11.8 Modification of Agreement. This Agreement may be modified only by a written agreement dated subsequent to the effective date and signed by authorized representatives of each party. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

11.9 Law to Govern; Venue. This Agreement is made under and will be governed by and construed in accordance with the laws of the State of California. Any litigation resulting from a dispute or claim arising under or relating to this Agreement shall be resolved in a state or federal court in Sacramento, California. The parties specifically submit to the personal jurisdiction and subject matter jurisdiction of the state and federal courts located in Sacramento, California.

11.10 Taxpayer Identification. Federal Form W-9, Request for Taxpayer Identification Number and Certification, is required to be completed by the Sub Grantee and included as an attachment to the signed Agreement.

11.11 Time is of the Essence. Time is of the essence with respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

11.12 Construction of Agreement. Both parties have participated in the negotiation and drafting of this Agreement. Therefore, the terms and conditions of this Agreement shall not be construed against either party as the drafting party.

11.13 Confidentiality. Sub Grantee shall not, directly or indirectly, use, make available, sell, disclose or otherwise communicate to any third party, other than in Sub Grantee's assigned duties and for the benefit of Foundation, any of Foundation's Confidential Information, either during or after Sub Grantee's relationship with Foundation. Subject to applicable federal, state and local law, including but not limited to the Richard McKee Transparency Act of 2011, Confidential Information is to be broadly defined, and includes but may not be limited to all information that has or could have commercial value or other utility in the business in which Foundation is engaged or contemplates engaging, and all information of which the unauthorized disclosure could be detrimental to the interests of Foundation, whether or not such information is identified as Confidential Information by Foundation. This paragraph shall survive the expiration or early termination of this Agreement.

11.14 Execution of this Agreement. The Parties agree that this Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which together shall constitute one and the same instrument, and that a photocopy or facsimile may serve as an original. If this Agreement is executed in counterparts, no signatory hereto shall be bound until both the parties have fully executed a counterpart of this Agreement.

11.15 Authority to Bind. The parties each represent and warrant that the signatories below are authorized to sign this Agreement on behalf of themselves or the party on whose behalf they execute this Agreement. Authorized signatories of Foundation are two (2) signatories both of which must be the CEO, CFO or a Vice President regardless of the dollar value, must sign this Agreement, any amendment or modification thereto, for it to be authorized and valid.

11.17 Severability. If any part of this Agreement is found invalid or unenforceable, that part will be amended to achieve as nearly as possible, the same economic effect as the original provision and the remainder of this Agreement will remain in full force and effect.

11.18 Non-waiver. The failure of either Foundation or Sub Grantee, whether purposeful or otherwise, to exercise in any instance any right, power or privilege (including but not limited to waiver) under this Agreement or under law of this Agreement shall not constitute a waiver of any other right, power or privilege, nor of the same right, power or privilege in any other instance. Any waiver by Foundation must be in writing.

11.19 Relationship of the Parties. Both parties are independent parties and this Agreement will not establish any relationship of partnership, joint venture, employment, agency or otherwise. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided in this Agreement.

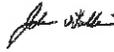
11.20 Force Majeure. Foundation shall not be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of Services resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, terrorism, war, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, or any similar cause beyond the reasonable control of Foundation.

THE PARTIES HEREBY EXECUTE THIS AGREEMENT as of the effective date noted in the signature block below.

SUB GRANTEE

**FOUNDATION FOR CALIFORNIA
COMMUNITY COLLEGES**

By: _____

By:  _____

Print Name: _____

Print Name: John O'Sullivan _____

Title: _____

Title: Vice President Finance & CFO _____

Date: _____

Date: Oct 19, 2015 _____

SUB GRANTEE – second signature, if required

**FOUNDATION FOR CALIFORNIA
COMMUNITY COLLEGES**

By: _____

By: 
Melissa Conner (Oct 16, 2015) _____

Print Name: _____

Print Name: Melissa Conner _____

Title: _____

Title: Vice President Advancement _____

Date: _____

Date: Oct 16, 2015 _____



FOUNDATION *for* CALIFORNIA
COMMUNITY COLLEGES

**EXHIBIT A
SCOPE OF WORK**

Grant Deliverables

Solano Community College

	Grant Deliverables	Institution Responsible	Deadline
Deliverable # 1	Enhance awareness of careers in the automotive industry		
Task 1	Conduct meetings with participating faculty at target high schools	Solano CC and Los Medanos CC	10/15/2015
Task 2	Identify the level of existing knowledge, desired outcomes and types of new classroom learning needed by high schools	Will C. Wood, Fairfield High School, Benicia, Antioch, Pittsburg, Alhambra and College Park (High Schools)	10/15/2015
Task 3	Develop, disseminate, and instruct with educational materials to meet task #2 needs. Invite guest speakers and conduct other exploratory activities	Solano CC, Los Medanos CC, high schools	6/30/2016
Task 4	Provide high school guidance counselors with an overview of auto technician skill requirements, career and salary potential, and graduate success stories.	Solano CC, Los Medanos CC, high schools	11/30/2015
Task 5	Review outcomes and modify as needed	Solano CC, Los Medanos CC, high schools	12/31/2015
Deliverable # 2	Provide Career Exploration for High School Students Related To Auto Industry Careers		
Task 1	Discuss with auto dealers alternative allowable types of activities for high school students in their shops and offices. Identify speakers who could participate in events at high schools or colleges. Identify alternative shadowing options for technical and business skills	Solano CC, Los Medanos CC, high schools, and dealerships	10/15/2015
Task 2	Develop schedule of dealer presentations for discussions with classes	Solano CC, Los Medanos CC, high schools, and dealerships	10/31/15, 2/28/16, 10/31/16
Task 3	Conduct dealer presentations or student shadowing activities	Solano CC, Los Medanos CC, high schools, and dealerships	12/31/15, 6/15/16, 12/31/16
Task 4	Review outcomes and modify tasks as needed	all faculty and dealer personnel	12/31/2016
Deliverable # 3	Provide Preparation activities for high school and college students related to careers in the automotive service and sales		
Task 1	Identify skills needed for successful careers in automotive service and sales	All faculty with some dealer support	10/31/2015

Task 2	Develop workshops, seminars, discussion groups, possible course modules and or role-playing opportunities addressing the identified skills gap	All faculty with some dealer support	11/30/2015
Task 3	Conduct workshops, seminars, discussion groups, and contextualized course modules related to the auto industry and sales	All faculty with some dealer support	12/31/15, 6/15/16, 12/31/16
Task 4	Review outcomes and modify as needed	All Faculty	12/31/2016
Deliverable # 4	Provide Career Training Opportunities for High School Students related to Careers in the automotive service and sales		
Task 1	Convene meeting of high school auto program faculty for schools with existing or planned auto programs	Solano CC, Los Medanos, high school faculty	10/15/2016
Task 2	Identify which dealers will accept high school student internships, and arrange for same	HS faculty and dealers, DSN	10/31/15, 2/28/15, 10/31/16
Task 3	Review adequacy of program as preparation for college training employment by dealers, or relative to national HS auto program standards (Automotive Youth Educational System, AYES)	Solano CC, Los Medanos CC	11/15/2016
Task 4	Identify program enhancements that will better meet CC, employer, or national (AYES) standards. Review with high school administration and districts.	Solano CC, Los Medanos CC, and high school faculty	12/31/2015
Task 5	Implement changes identified	HS faculty	12/31/2016
Deliverable # 5	Provide Career Training Opportunities For Community College Students Related to Careers In Automotive Service and Sales		
Task 1	Review adequacy of college auto program for employment by local dealers, as well as their ability to meet National Automotive Technicians Educational Foundation (NATEF) credential standards	Solano CC, Los Medanos CC, faculty dealers, DSN	11/15/2015
Task 2	Develop criteria and schedule for internship programs with dealers	Solano CC, Los Medanos CC, faculty, and dealers	11/15/2015
Task 3	Implement internship program	Solano CC, Los Medanos CC, faculty, and dealers	6/30/2016
Task 4	Review results of first internship program. Revise, adjust, and provide a second round of internships.	Solano CC, Los Medanos CC, faculty, and dealers	12/31/2015



FOUNDATION *for* CALIFORNIA
COMMUNITY COLLEGES

EXHIBIT B
COMPENSATION SCHEDULE

Monthly Invoices to be sent, within 14 days of the end of the month.

College Name: Solano Community College			
COST CATEGORY	Aug 1, 2015 - Dec 31, 2016	IN-KIND	BUDGET NARRATIVE
PERSONNEL COSTS			
Kelly Penwell, Solano Community College	46,000.00		Solano Community College Lead
Faculty Release Time Los Medanos	10,000.00		Faculty release time Los Medanos Faculty and High Schools
Total Personnel Costs	56,000.00	0.00	
TRAVEL EXPENSES			
Local Travel	1,387.50		Project personnel travel to Sacramento, 2500 miles @ .555 per mile
Student Transportation (Solano and Los Medanos)	3,535.58		Estimated costs to rent vans and buses for site visits
Total Travel Expenses	4,923.08	0.00	
OTHER DIRECT COSTS			
Supplies	3,000.00		printed materials and miscellaneous supplies
Working lunch	500.00		for high school guidance counselors
Office Space including utilities, internet, telephone, parking		27,000.00	
Total Other Direct Costs	3,500.00	27,000.00	
INDIRECT COSTS			
Indirect Rate @ 4% of Personnel, Travel and Direct Costs	2,576.92	0.00	
CONTRACTUAL SERVICES			
Pamela Gutman	33,000.00		Auto industry liaison and Los Medanos lead
Total Contractual Services	33,000.00	0.00	
TOTAL BUDGET ESTIMATE ALL CATEGORIES	100,000.00	27,000.00	



FOUNDATION *for* CALIFORNIA
COMMUNITY COLLEGES

EXHIBIT C
SUB GRANTEE'S PROPOSAL

ATTACHMENT: FORM A

Foundation for California
Community Colleges



District: Solano Community College District
College: Solano Community College

CONTACT PAGE
WBL PROGRAM DEVELOPMENT GRANT

TO BE COMPLETED BY FOUNDATION

Grant Agreement Number: _____
Fiscal Year: _____

College: Solano Community College
Address: 4000 Suisun Valley Rd.
City: Fairfield State: CA Zip+4: 94534-3197

Counties to be served: Solano & Contra Costa

College Superintendent/President (or authorized designee)

Name: Jowel C. Laguerre Telephone: (707 864-7155) _____
Title: Superintendent/President Fax: (707 864-2085) _____
Date: 5/20/15 E-Mail: Jowel.Laguerre@solano.edu

Responsible Administrator (appropriate program area)

Name: Maire Morinec Telephone: (707 864-7155) _____
Title: Dean of CTE, Business & Vacaville Center Fax: (707 864-7190) _____
Date: 5/20/15 E-Mail: maire.morinec@solano.edu

Project Director

Name: Deborah Mann Telephone: (707 864-7195) _____
Title: Director of Workforce Training & Grants Management Fax: (707 864-2085) _____
Date: 5/20/15 E-Mail: Deborah.Mann@solano.edu

District Chief Business Officer

Name: Yulian Ligioso Telephone: (707 864-7209) _____
Title: Chief Business Officer Fax: (707 864-2085) _____
Date: 5/20/15 E-Mail: Yulian.Ligioso@solano.edu

Executive Summary

Solano Community College, with its college and high school partners, will facilitate the development of a high quality work based learning sequence in the Automotive sector, taking students from Career Awareness to high wage/high skill employment. We will align high school career pathways, appropriate postsecondary programs and industry specific work-based learning opportunities all the way through to employment. Our overall goal is to improve the existing High School – College – Employment pathway.

Our proposed program addresses the four steps in the work-based learning continuum: career awareness, career exploration, career preparation and career training. In response to what already exists locally and what is most needed, our proposed program has two major elements: internship program enhancements for college automotive students and enhanced career awareness/ career exploration opportunities for high school students. We will accomplish this in two ways: a "top down" internship development and recruitment effort, engaging the ownership of the auto dealer groups, the existing relationships of college faculty and Occupational Education Coordinators with local dealers and shops. Our effort will be to obtain commitments for internships from the owners of the dealer groups, there-by substantially increasing the number and quality of internship opportunities. Transportation is a Priority Sector in the San Francisco Bay Area (Region 5) as designated by the "Doing What Matters for Jobs and the Economy" Initiative. Within this sector, the SF Bay Area labor market has over 20,000 individuals working as automotive, bus, and diesel mechanics; auto body repair specialists; and as allied sales and marketing professionals. Technician demand is forecast to be 1000 openings per year, but the 14 Bay Area colleges with auto tech programs graduate approximately half this number of students seeking to start a career in this field.

To address the second element of our program we propose to establish college and industry outreach to high school students (and guidance counselors) to help them learn of the varied opportunities in automotive-related careers. Activities will include guest speakers, workplace tours, job shadows, informational interviews, internships, work experience, and cooperative education, if available, for increasing numbers of students. Our strategy will lead to success in Primary declaration 1: "A strong regional economy and pipeline requires increasing the number of students experiencing high-quality work-based learning experiences linked to technical coursework and embedded within a career pathway." Our intent is to increase the current numbers of each of the above work-based learning activities by at least 150%. Success will be measurable through data collected in Launchboard. This proposed effort is fully in accord with the strategy and efforts of the SF Bay Area DSN for Advanced Transportation and Renewables (ATR) to upgrade the relationships between high schools, community colleges and employers region-wide.

While this grant will support the activities of two colleges and 8 high schools, lessons learned and relationships developed will move the needle for the 12 other bay area Automotive programs and their feeder high schools. The ultimate goals of growing the local economy, providing high wage/high skill jobs for auto technicians and others by preparing students for 21st century jobs, and providing industry with the skilled workers they need will be achieved.

Form B:

Current and Target Work based Learning data

Data Points	WBL Experiences	High Schools (total)		Community Colleges (total)	
		Baseline #	Target #	Baseline #	Target #
Awareness	Guest Speakers	8	20	7	18
	Workplace Tours	7	18	1	3
Exploration	Job Shadows	5	12	20	50
	Informational Interviews	6	15	10	25
Preparation	Internships (75 hours minimum)	0	3	0	3
Training	Work-experience	2	5	20	50
	Cooperative Education	0	3	3	7

Program Narratives: Industry Sector work-Based Learning Student Outcomes

Transportation is a Priority Sector in the San Francisco Bay Area as designated by the "Doing What Matters for Jobs and the Economy" Initiative. Within this sector, the SF Bay Area labor market has over 20,000 individuals working as automotive, bus, and diesel mechanics; auto body repair specialists; and as allied sales and marketing professionals. Technician demand is forecast to be 1000 openings per year by state LMI data, but the 14 Bay Area colleges with auto tech programs graduate less than half this number of students seeking to start a career in this field. Total enrollment in these programs is comparable to the forecast of openings, but many students are working professionals upgrading their skills. Discussions with dealers about hiring problems suggests the shortage is more severe than the LMI-estimate.

Despite the strong demand, students are not seeking the best paying opportunities or career paths. Jobs at new car dealerships offer these best opportunities, but college students tend to avoid these as they find them intimidating due to dealer reputations for high productivity effort. This perception flows to high school students and casts the overall set of opportunities into a negative light. The result of this dynamic is that two problems need to be addressed to enhance student participation and career opportunities in the automotive sector: college students need more work-based learning opportunities at dealerships to realize they can be competitive in this environment, and high school students need to better understand the multiple pathways and opportunities available to them in the automotive service and sales industry: maintenance is only one of many paths. Our proposed CCCLL WBL Program is designed to address both problems.

Our proposed program has two key elements: internship program enhancements for college automotive students and enhanced career awareness/ career exploration opportunities for high school students. To address the first element, we propose to increase by at least 150% the number of employer internships for auto tech students in participating colleges. To address the second problem, we propose to establish a college and industry outreach to high school students to help them learn of the varied opportunities in automotive-related careers.

The traditional approach for colleges to establish internships is to reach out to local repair facilities (new car dealers, or independent repair shops) to obtain internship opportunities for students. While this approach has advantages, it has the disadvantage (especially at the new car dealers) that the commitment to internships is weak at the local dealer level. Conversely, our discussions have identified that management of the ownership groups have a different focus; these individuals have a longer-term perspective and are more willing to commit to long-term solutions to their employment needs. ("Groups" refers to the fact that many dealerships with different brands and in different locations are under a common ownership and management structure.) Recognizing this point, we propose a "top down" internship development and recruitment effort, engaging the ownership of the auto dealer groups, paired with the continuing relationships of college faculty and Occupational Education Coordinators with local dealers and shops. We have obtained commitments for internships from these owners of the dealer groups, there-by substantially increasing the potential number and quality of internship opportunities. Expanded internships will engage local industry in training its incoming workforce and attract more students due to enhanced career pathways.

To enhance the outreach to high school students, we will develop, implement and continually evaluate a Regional Work-Based Learning strategy to increase the number of students learning about the automotive industry, preparing to work in the industry, taking high school classes and

matriculating to college automotive programs and jobs. This element of our program includes two community colleges, Solano and Los Medanos, and their feeder high schools. These high schools include Will C. Wood and Vanden, who now articulate with Solano CC, and Benicia and Fairfield High Schools, which are scheduled to provide dual enrollment classes starting Fall 2015. Los Medanos CC feeder high schools include Alhambra, Ignacio Valley, Pittsburg, Antioch and Liberty all who now articulate and/or have dual enrollment programs, or are scheduled to do so by fall 2015. These high schools, except for two Los Medanos feeders, are all part of Career Pathway Trust Consortia. Our proposed 2 college-9 high school consortia will develop a program committed to a coordinated, sequenced work-based learning experience and outcomes whose success can be expanded to the other college auto programs in the SF Bay region, and beyond.

We will begin with developing an automotive career pathway in the ninth grade with Career Awareness activities. Students will use Naviance, Get Focused.. Stay Focused, or another career planning tool, paired with contextualized basic math and English skills, classroom visits from industry partners, college and industry tours and information about college opportunities for automotive careers. High school counselors will be working with the students as they choose their career pathways. Familiarizing High School guidance counselors with the opportunities is part of our proposed effort, and is in alignment with a similar initiative being undertaken on a region-wide basis by the DSN for Advanced Transportation and Renewables.

Students will move forward to Career Exploration where they will use the same tools, at a more advanced level, paired with e-mentoring, job shadowing and informational interviews with industry professionals. Students will be matched with employers through the Advanced Transportation DSN, an Intermediary, WIB's and faculty and Occupational Education programs.

Career Preparation will build on these efforts with a focus on high school students' grades 10-12 and entry level college students. All of the Solano feeder schools are working with Career Readiness programs such as Naviance and Get Focused..Stay Focused, which will take them all the way through college, as well as CC Inspire which is a Work-Based Learning program to help students with internship/job, seeking and keeping. The Career Preparation phase of the continuum will include all of the above plus integrated Entrepreneurship instruction and in class exercises that mirror the workplace.

Finally, we will work with our partner employers and college programs to expand Career Training opportunities, including the number of Internships and related On-the-Job training opportunities. This will include students in the traditional auto tech programs, as well as those in business programs as dealers are searching for a variety of personnel. While internships will be expanded at the college level, they may remain restricted for grade 10-12 students due to age restrictions at auto service centers.

Working with industry professionals can be a rewarding experience for students, but experience shows it needs to be managed, otherwise expectations are not met. We and the ATR DSN are committed to providing resources to assure that once placed, the student's progress is monitored to assure that both his/her and dealer (employer) needs are being met. We view this as a critical factor in the success of the program.

Program Narratives: Regional Sustainability and Community Partnerships

The San Francisco Bay Area's Advanced Transportation and Renewables (ATR) Deputy Sector Navigator (DSN) is in the midst of an effort to expand the quantity and quality of automotive technician training programs and development of related auto-industry programs area-wide. This multi-pronged effort has involved meetings of regional college auto faculty, development of joint marketing material, eliciting auto dealer ownership involvement (at the corporate/group level), expanding student work experience opportunities, provision of faculty training and sharing of best practices. The proposed enhancement to existing automotive technician training programs, and its expansion into other auto-related careers, is entirely in accord with this on-going effort. The proposed enhancement allows the colleges and high schools in the Northeast portion of the Bay Area to build on the Bay area-wide effort and implement some of the desired changes in our sub-region. The BACCC Regional Consortia is aware of the DSN's effort and has supported his objectives.

The colleges and high schools in the northeast portion of the Bay Area are involved in a number of workforce development and career pathway programs. The Diablo Delta Corridor Project (D2CP) Consortium and Vallejo City USD participate in AB790 Linked Learning Pilot District programs. The Sonoma County Office of Education (whose team includes Solano County Office of Education), Contra Costa County Office of Education, and the Vallejo City USD are California Pathway Trust Grant recipients. For this proposed effort, we have obtained formal support from the Sonoma County Office of Education.

Automotive industry participants support the proposed effort and are very willing to participate in recognition of the future workforce benefits they achieve. While only one letter of support from a business partner agreeing to engage in attaining our work-based learning goals is required, letters were provided to us by three auto dealers: Dirito Brothers Volkswagen of Walnut Creek, Lexus of Concord and Walnut Creek Chrysler Jeep Dodge Ram. Others indicated interest in participating, but could not provide letters in the proposal timeframe.

In our experience, once a high-school-college-employer process is established, it becomes one way they cooperate and can outlast the active participation of those individuals that start it. That is to say, it becomes institutionalized. It is our expectation that this CCC LL Work-Based Learning Program grant will unify and expand existing practices and relationships. Little added faculty effort is needed to sustain this Program in future years; the Program simply establishes the way that the high schools, automotive industry employers and colleges in the Solano CC and Los Medanos CC regions work together to benefit local students and employers.



6340 Skyline Boulevard
Santa Rosa, CA 95403-8246
(707) 524-2000 or www.scoe.org

May 20, 2015

Beth Kay
Foundation of California Community Colleges
1102 Q Street, Suite 3500
Sacramento CA 95811

Dear Ms. Kay:

I am writing on behalf of the Solano County Office of Education to express our interest and intent to participate in a California Community College Linked Learning (CCCL) Work-Based Learning Program grant. Our program pursues an Automotive pathway and includes two community colleges, at least 8 High Schools, the Bay Area Advanced Transportation and Renewable Energy Program DSN at City College of San Francisco, County Offices of Education, WIB's and employers, to develop robust career pathways, work-based learning opportunities, early counseling, assessment and orientation into college, and partnerships, education, and training in the automotive industry.

We hear from auto dealer employers that they are not getting either the number or quality of technicians they are seeking to support their industry. Colleges are beginning to respond. As example, the Solano Community College program grew from 21 to 125 students in one year and is expected to double by this time next year. The majority of students are below the age of 25, and we continue to find very high interest in this career pathway in our high schools.

While interest in Automotive careers is common at the High School level, numerous automotive students did not follow through with courses at college. Part of this drop-off was is due to students' lack of awareness of how their current studies contribute to a career pathway and/or a failure to connect their interests and skills to career options.

I believe this drop-off in interest and follow-through can be reversed by strengthened career awareness, exploration, preparation and training opportunities, coupled with Work-Based Learning (WBL) and ultimately internships and jobs. Specifically, increased connections with industry professionals would help these students clearly recognize the variety of career pathway opportunities and be motivated to pursue them. Guest speakers, early counseling, E-mentoring, workplace tours, job shadowing and other activities will help connect students with working professionals in different parts of the auto industry. This will have a strong and beneficial impact on our graduates' understanding of career pathways and options within this sector. Participation in the proposed training program will help students apply classroom learning and help them understand the skills and education required for them to succeed in an automotive career path.

We are looking forward to assistance from the local community colleges to acquaint our students with career options within the automotive industry and to help them understand the importance of secondary education and training.

If you have any questions, please feel free to contact me at kbarr@scoc.org or at 707.524-8405

Most Sincerely,


Katie Barr
Director
Northern California Career Pathways Trust
Solano County Office of Education

Steven D. Hestington, Ph.D. ■ Superintendent of Schools
Board of Education ■ Gina Cuckis, Herman G. Hernandez, Peter Kostas, Khassid Mutnal, Lisa Wilkie Schaffner

May 18, 2015



Beth Kay
Foundation of California Community Colleges
1102 Q Street, Suite 3500
Sacramento CA 95811

Dear Ms. Kay:

I am writing on behalf of the Dirito Bros. Auto Dealership in Walnut Creek, CA to express our interest and intent in participating in the Bay Area Automotive Training Program supported by a California Community College Linked Learning (CCCL) Work-Based Learning Program Development grant. We are looking forward to working with the Diablo Delta Corridor Project Consortium of Schools and the Los Medanos Community College's Auto Technician program to help acquaint high school and college students with the career pathways in the automotive area. We understand that many students express an interest, but do not follow through with automotive courses at the college level that would enhance their career options with our industry. Part of this drop-off is due to students' lack of awareness of how their current studies contribute to an automotive career pathway and/or a failure to connect their interests and skills to career options in our industry.

We believe this drop-off in interest and follow-through can be reversed by strengthened career exploration opportunities. Specifically, increased connections with industry professionals, especially younger ones who have attended our local high schools and community colleges, would help these students more clearly understand the career paths and be motivated to pursue these opportunities. In our discussions with Pamela Gutman, Associate DSN, and Gerald Bernstein, DSN, in the Advanced Transportation and Renewables Program, we anticipate that we will be providing speakers from our dealership, workplace tours, informational interviews and other activities that will connect students with working auto professionals. These and other such interactions will help these high school and college students to understand the value of the classes that they are taking and how essential they are for successful careers in the automotive industry.

We have worked with Ms. Pamela Gutman, the proposed project staff from City College of San Francisco, previously and have every confidence that she will be able to deliver on the promises of this program.

If you have any questions, please feel free to contact me; my office phone is 925-934-8224 X130.

Sincerely,

Marc Venturella, Service Manager
Dirito Bros Volkswagen, Walnut Creek

www.dirito.com

2020 North Main Street ☐ Walnut Creek, Ca 94596
Fax-925/934-0154/0786, Telephone 925/934-8224



LEXUS OF CONCORD

www.lexusofconcord.com

May 19, 2015

Beth Kay.

Foundation of California Community Colleges
1102 Q Street, Suite 3500
Sacramento Ca 95811

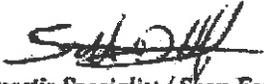
Dear Ms. Kay:

I am writing on behalf of the Lexus of Concord Auto Dealership to express our interest and interest in participating in the Bay Area Automotive Training Program supported by a California Community College Linked Learning (CCCLL) Work-Based Learning Program Development grant. We are looking forward to working with the Diablo Delta Corridor Project Consortium of Schools and the Los Medanos Community College's Auto Technician program to help acquaint high school and college students with the career pathways in the automotive area. We understand that many students express an interest, but do not follow through with automotive courses at the college level that would enhance their career options with our industry. Part of this drop off is due to the students lack of awareness of how their current studies contribute to an automotive career pathway and or a failure to connect their interests and skills to career options in our industry.

We believe this drop off in interest and follow through can be reversed by strengthened career exploration opportunities. Specifically, increased connections with industry professionals, especially the younger professionals who have attended our local high schools and community colleges. They would be able to help these students more clearly understand the career paths and be motivated to pursue these opportunities. Our understanding is that we will be providing speakers from our dealership, work place tours, informational interviews and other activities that will connect students with working professionals. These and other such interactions will help these high school and college students to understand the value of the classes that they are taking and how essential they are for successful careers in the automotive industry.

I have worked with Earl Ortiz, Head of the Automotive Program Los Medanos College and actually placed a couple of his students here at the dealership and have every confidence that they we be able to deliver on the promise of this program.

If you have any questions please feel free to contact me; My office phone is 925-808-4140, E-mail scathoff@lexusofconcord.com

Sincerely
Scott Hoff 
Master Diagnostic Specialist / Shop Foreman
Lexus of Concord, Concord Ca.

2001 Market Street • Concord, California 94520 • 925.682.3033 • Fax 925.687.5725
2101 Market Street • Concord, California 94520 • 925.682.3033 • Fax 925.687.7274



Ray Ortiz
Service Manager

**WALNUT CREEK
CHRYSLER JEEP DODGE RAM**
2404 N. Main Street
Walnut Creek, Ca 94596
Bus: (925) 937-5060
Fax: (925) 945-0594
rortiz@wcauto.com
www.walnutcreekjdt.com

May 16, 2015

Beth Kay
Foundation of California Community Colleges
1102 Q Street, Suite 3500
Sacramento CA 95811

Dear Ms. Kay:

I am writing on behalf of the Walnut Creek Chrysler Jeep Dodge Ram Auto Dealership to express our interest and intent in participating in the Bay Area Automotive Training Program supported by a California Community College Linked Learning (COCLL) Work-Based Learning Program Development grant. We are looking forward to working with the Diablo Delta Corridor Project Consortium of Schools and the Los Medanos Community College's Auto Technician program to help acquaint high school and college students with the career pathways in the automotive area. We understand that many students express an interest, but do not follow through with automotive courses at the college level that would enhance their career options with our industry. Part of this drop-off is due to students' lack of awareness of how their current studies contribute to an automotive career pathway and/or a failure to connect their interests and skills to career options in our industry.

We believe this drop-off in interest and follow-through can be reversed by strengthened career exploration opportunities. Specifically, increased connections with industry professionals, especially younger ones who have attended our local high schools and community colleges, would help these students more clearly understand the career paths and be motivated to pursue these opportunities. Our understanding is that we will be providing speakers from our dealership, workplace tours, informational interviews and other activities that will connect students with working auto professionals. These and other such interactions will help these high school and college students to understand the value of the classes that they are taking and how essential they are for successful careers in the automotive industry.

We have worked with Ms. Pamela Gutman, Associate DSN for the Advanced Transportation and Renewables sector, the proposed project staff from City College of San Francisco, previously and have every confidence that she will be able to deliver on the promises of this program.

If you have any questions, please feel free to contact me; my office phone is 925-937-5060.

Sincerely,

Ray Ortiz, Service Manager
Walnut Creek Chrysler Jeep Dodge Ram
Walnut Creek, CA



ADVANCED TRANSPORTATION & RENEWABLE ENERGY
CITY COLLEGE OF SAN FRANCISCO
1400 EVANS AVENUE
SAN FRANCISCO, CA 94127

May 22, 2015

Ms. Beth Kay
Linked Learning Manager
Foundation for California Community Colleges
1102 Q Street, Suite 3500
Sacramento, CA 95811

Ref. Solano College Proposal for CCCLL Work-based Learning Program Development

Dear Ms. Kay,

I am the Deputy Sector Navigator (DSN) for the Advanced Transportation & Renewable Energy initiative, one of the designated priority sectors by the DWM program in the SF Bay Area.

Faculty and Administrators at Solano College and affiliated colleges and high schools have kept me informed of their efforts to submit the referenced proposal. I am pleased to endorse their efforts and approach. The colleges and high schools in the Northeast corner of the San Francisco Bay region have lagged other parts of the Bay area in their awareness and preparation for automotive-related careers. Colleges in the South Bay, Peninsula and mid-East Bay have a variety of concurrent, dual-enrollment and articulation agreements with area high schools, and have well-developed internship programs between colleges and employers. The High School – College relationships are not as well developed at Solano College and could be strengthened at Los Medanos College; both of them could benefit from improved College-Employer linkages.

The region served by the two colleges has seen a number of high school automotive programs close in recent years (Amisjo and Benicia), while others attempt to start (Fairfield). The proposed efforts will enhance career awareness and exploration opportunities for students interested in automotive careers at the participating CPT high schools as well as at those others that have closed their programs, while supporting recruitment in the new, emerging programs. Similarly, the proposed effort will create more college student internship opportunities at dealerships—the best paying jobs.

Sincerely yours,

Gerald W. Bernstein
DSN, Advanced Transportation and Renewable Energy (SF Bay Area)
City College of San Francisco, 415-550-4437
gbernste@ccsf.edu

Form C

Reporting Assurance Form

The California Community College, Solano Community College agrees to report on WBL Program Development grant progress and budget expenditures each quarter of the grant. The deadlines for these submissions are:

Q1: September 30, 2015

Q2: December 31, 2015

Q3: March 31, 2016

Q4: June 30, 2016

Q5: September 30, 2016

Final Report: January 31, 2017

The Project Director:

This person will be responsible to submit reports to the Foundation on the above dates.

Deborah Mann

First and last name


Signature

05/22/2015
Date

Responsible Administrator:

This person will be contacted if there are any reporting issues.

Maire Morinec

First and last name


Signature

5/22/2015
Date

SOLANO COMMUNITY COLLEGE			
Item	Description	Responsible Party	Due Date
Deliverable # 1: Enhance awareness of careers in the automotive industry			
Task 1	Conduct meetings with participating faculty at target high schools	Solano CC and Los Medanos CC	10/15/2015
Task 2	Identify the level of existing knowledge, desired outcomes and types of new classroom learning needed by high schools	Will F. Wood, Fairfield High School, Benita, Anilora, Pittsburg, Alhambra and College Park (High Schools)	10/15/2015
Task 3	Develop, disseminate, and instruct with educational materials to meet task #2 needs. Invite guest speakers and conduct other exploratory activities	Solano CC, Los Medanos CC, high schools	6/30/2016
Task 4	Provide high school guidance counselors with an overview of automotive skill requirements, career and salary potential, and graduate success stories.	Solano CC, Los Medanos CC, high schools	11/30/2015
Task 5	Review outcomes and modify as needed	Solano CC, Los Medanos CC, high schools	12/31/2015
Deliverable # 2: Provide Career Exploration for High School Students Related To Auto Industry Careers			
Task 1	Discuss with auto dealers alternative allowable types of activities for high school students in their shops and offices. Identify speakers who could participate in events at high schools or colleges. Identify alternative shadowing options for technical and business skills	Solano CC, Los Medanos CC, high schools, and dealerships	10/15/2015
Task 2	Develop schedule of dealer presentations for discussions with classes	Solano CC, Los Medanos CC, high schools, and dealerships	10/31/15, 2/28/16, 10/31/16
Task 3	Conduct dealer presentations or student shadowing activities	Solano CC, Los Medanos CC, high schools, and dealerships	12/31/15, 6/15/16, 12/31/16
Task 4	Review outcomes and modify tasks as needed	All faculty and dealer personnel	12/31/2016
Deliverable # 3: Provide Preparation activities for high school and college students related to careers in the automotive service and sales			
Task 1	Identify skills needed for successful careers in automotive service and sales	All faculty with some dealer support	10/31/2015
Task 2	Develop workshops, seminars, discussion groups, possible course modules and on-site playing opportunities addressing the identified skills gap	All faculty with some dealer support	11/30/2015
Task 3	Conduct workshops, seminars, discussion groups, and contextualized course modules related to the auto industry and sales	All faculty with some dealer support	12/31/15, 6/15/16, 12/31/16
Task 4	Review outcomes and modify as needed	All Faculty	12/31/2016
Deliverable # 4: Provide Career Training Opportunities for High School Students related to Careers in the automotive service and sales			
Task 1	Convene meeting of high school auto program faculty for schools with existing or planned auto programs	Solano CC, Los Medanos, High school faculty	10/15/2016
Task 2	Identify which dealers will accept high school student internships, and arrange for same	FIS faculty and dealers, DSN	10/31/15, 2/28/16, 10/31/16
Task 3	Review adequacy of program as preparation for college training employment by dealers, or relative to national FIS auto program standards (Automotive Youth Educational System, AYCS)	Solano CC, Los Medanos CC	11/15/2016
Task 4	Identify program enhancements that will better meet CC, employer, or national (AYCS) standards. Review with high school administration and districts.	Solano CC, Los Medanos CC, and high school faculty	12/31/2015
Task 5	Implement changes identified	FIS faculty	12/31/2016

Deliverable #5	<i>Provide Career Training Opportunities for Community College Students Related to Careers in Automotive Service and Sales</i>		
Task 1	Review adequacy of college auto program for employment by local dealers, as well as the ability to meet National Automotive Technicians Educational Foundation (NATEF) credential standards	Solano CC, Drs. Medanos CC, faculty, dealers, DSN	11/15/2015
Task 2	Develop criteria and schedule for internship programs with dealers	Solano CC, Drs. Medanos CC, faculty, and dealers	11/15/2015
Task 3	Implement internship program	Solano CC, Drs. Medanos CC, faculty, and dealers	6/30/2016
Task 4	Review results of first internship program. Revise, adjust, and provide a second round of internships	Solano CC, Drs. Medanos CC, faculty, and dealers	12/31/2015

College Name: Solano Community College			
COST CATEGORY	Aug 31, 2015 - Dec 31, 2016	IN-IND	BUDGET NARRATIVE
Kelly Perwell, Solano Community College	46,000.00		Solano Community College Lead
Faculty Release Time Los Medanos	10,000.00		Faculty release time Los Medanos Faculty and High Schools
Total Personnel Costs	56,000.00	0.00	
Local Travel	1,387.50		Project personnel travel to Sacramento, 2500 miles @.555 per mile
Student Transportation (Solano and Los Medanos)	3,535.58		Estimated costs to rent vans and buses for site visits
Total Travel Expenses	4,923.08	0.00	
Supplies	3,000.00		printed materials and miscellaneous supplies
Working lunch	500.00		for high school guidance counselors
Office Space including utilities, internet, telephone, parking		27,000.00	
Total Other Direct Costs	3,500.00	27,000.00	
Indirect Rate @ 4% of Personnel, Travel and Direct Costs	2,576.92	0.00	
Pamela Gurtman	33,000.00		Auto industry liaison and Los Medanos lead
Total Contractual Services	33,000.00	0.00	

Spending Plan

	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22
Personnel	\$ 3,999.30	\$ 3,999.30	\$ 3,999.30	\$ 3,999.30	\$ 3,999.30	\$ 3,999.30	\$ 3,999.30
Travel	\$ 99.00	\$ 99.00	\$ 99.00	\$ 806.00	\$ 806.00	\$ 806.00	\$ 99.00
Direct	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00
Indirect	\$ 184.06	\$ 184.06	\$ 184.06	\$ 184.06	\$ 184.06	\$ 184.06	\$ 184.06
Contracted Services	\$ 2,357.00	\$ 2,357.00	\$ 2,357.00	\$ 2,357.00	\$ 2,357.00	\$ 2,357.00	\$ 2,357.00
TOTAL PER MONTH	\$ 6,889.36	\$ 6,889.36	\$ 6,889.36	\$ 7,596.36	\$ 7,596.36	\$ 7,596.36	\$ 6,889.36

	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	TOTALS
\$ 3,999.30	\$ 3,999.30	\$ 3,999.30	\$ 3,999.30	\$ 3,999.30	\$ 3,999.30	\$ 3,999.30	\$ 4,009.18	\$ 56,000.08
\$ 99.00	\$ 99.00	\$ 99.00	\$ 806.58	\$ 806.00	\$ 99.00	\$ 99.00	\$ 180.50	\$ 4,923.98
\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 3,500.00
\$ 184.06	\$ 184.06	\$ 184.06	\$ 184.06	\$ 184.06	\$ 184.06	\$ 184.06	\$ 184.06	\$ 2,376.94
\$ 2,357.00	\$ 2,357.00	\$ 2,357.00	\$ 2,357.00	\$ 2,357.00	\$ 2,357.00	\$ 2,357.00	\$ 2,358.00	\$ 31,000.00
\$ 6,889.36	\$ 6,889.36	\$ 6,889.36	\$ 7,596.94	\$ 7,596.36	\$ 6,889.36	\$ 6,889.36	\$ 6,902.74	\$ 100,000.00



FOUNDATION *for* CALIFORNIA
COMMUNITY COLLEGES

EXHIBIT D
GRANT AGREEMENT

**AGREEMENT BETWEEN THE
Los Rios Community College District and Foundation for California Community Colleges
For SB 1070/AB 790 Linked Learning Pilot Program; Work-Based Learning Infrastructure
Sub Grants**

THIS AGREEMENT is by and between the Los Rios Community College District (herein called the "District") and the Foundation for California Community Colleges (herein called "Foundation").

WHEREAS, the District has applied for and received funds from the State of California, California Community College Chancellor's Office pursuant to SB 1070 / AB 790 Linked Learning Pilot Program; Work-Based Learning Infrastructure Sub Grants.

WHEREAS, the District wishes to engage Foundation to assist the District in utilizing such funds to achieve the outcomes specified in the District's contract with the State of California Grant Agreement No: C14-0036;

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. Activities

This grant would provide funding for staff and resources to develop, expand and refine K-14 work-based learning sequences across each of the ten industry sectors identified in the Doing What Matters initiative. Working within the Regional Consortium and Deputy Sector Navigator structures, staff and activities funded through this grant would be expected to connect sector-specific pathways at the K-12 and college level across a macro-region. Specific activities and outcomes are described in "Attachment A, Scope of Work."

B. Performance Measures

Foundation agrees to provide reporting on the activities in Attachment A demonstrating progress toward the outcomes included in Attachment A.

C. Performance Monitoring

The District will monitor the performance of Foundation against goals and performance standards as described in Attachment A. Substandard performance as determined by the District will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by Foundation within a reasonable period of time after being notified by the District, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of Foundation shall start on the 1st day of January, 2015 and end on the 31st day of December 2016. The term of this Agreement and the provisions herein may be extended to cover any additional time period as allowed by the grant.

III. BUDGET

The budget is described in detail in "Attachment A: Scope of Work."

IV. PAYMENT

It is expressly agreed that the total amount to be paid by the District under this Agreement shall not exceed the amounts approved by the District as indicated in the "Attachment A: Scope of Work" unless prior authorization is received.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail, commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

District

Theresa Matista
Vice Chancellor, Finance and
Administration
1919 Spanos Court
Sacramento, CA 95825
(916) 568-3058

Foundation

Tim Aldinger
Director of Workforce Development Services
1102 Q Street, Suite 3500
Sacramento, CA 95811
taldinger@foundationccc.org
(916) 491-4499

VI. GENERAL CONDITIONS

A. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. Foundation shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The District shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, related to services secured Foundation in the performance of this agreement

B. Hold Harmless and Mutual Indemnification

Foundation shall hold harmless, defend and shall indemnify District against any costs, expenses, claims, actions, suits, charges, injuries or death, judgments, loss or damage (including reasonable attorneys' fees), whatsoever arising from the fault or

negligence of Foundation, its officers, employees, agents, subcontractors and representatives or violation of this Agreement by Foundation.

District shall be held harmless, defend and shall indemnify Foundation harmless against any costs, expenses, claims, actions, suits, charges, injuries or death, judgments, loss or damage (including reasonable attorneys' fees) whatsoever arising from the fault or negligence of District, its officers, employees, agents, and representatives or violation of this Agreement by the District.

C. Workers' Compensation

Foundation shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

D. Insurance & Bonding

Each party, at its sole cost and expense, will insure its activities in connection with this Agreement, and will obtain, keep in force, and maintain insurance as listed below:

- Commercial general liability insurance with a combined single limit of no less than \$1 million per occurrence and \$2 million aggregate. District's commercial general liability policy shall name Foundation, its directors, officers, and employees as Additional Insureds. Foundation's commercial general liability policy shall name District, its directors, officers, and employees as Additional Insureds;
- Business automobile liability insurance for all owned, scheduled, or hired automobiles with a combined single limit of no less than \$1 million per accident;
- Professional Liability covering liability arising from any error, omission, negligent or wrongful act of the insured, its officers or employees with limits of no less than \$1 million per occurrence and \$2 million aggregate; and
- Workers' compensation as required under the Workers' Compensation and Safety Act of the State of California, as amended from time to time.

Insurance required by this Agreement shall contain a thirty (30) day notice of cancellation provision. Each party shall transmit all certificates of insurance, including the additional insured endorsement, to the other party, within 15 days of execution of this Agreement. Any failure of the parties to require Certificates of Insurance and Additional Insured endorsements shall not operate as a waiver of these requirements.

E. Amendments

The District or Foundation may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing and signed by a duly authorized representative of each organization. Such amendments shall not invalidate this Agreement, nor shall an amendment act to relieve or release the District or Foundation from obligations under this Agreement that were not addressed as part of the agreed-upon amendment.

The District may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both District and Foundation.

F. Suspension or Termination

District shall have the right to terminate this agreement, without penalty, within a reasonable time period should the other party be found to be in material breach of this agreement and fails to cure such breach within thirty (30) days after written notice of the same is sent to the other party or within any other time period agreed upon in writing by the parties.

Either party shall have the right to terminate this agreement for any reason or no reason, without penalty, at any time by providing the other party with written notice of termination at least thirty (30) calendar days in advance.

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management
Accounting Standards

Foundation agrees to comply with the Grant provisions governing expenditures and agrees to utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

B. Documentation and Record Keeping
Records to be Maintained

Foundation shall maintain all records required by State regulations specified in Title 5 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a) Records providing a full description of each activity undertaken;
- b) Financial records;
- c) Other records necessary to document compliance

2. Retention

Foundation shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of three (3) years. The retention period begins on the date of the submission of the District's final report, January 31, 2017. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the three-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the three-year period, whichever occurs later.

3. Audits & Inspections

All Foundation records with respect to any matters covered by this Agreement shall be made available to the District at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

C. Reporting and Payment Procedures

1. Indirect Costs

Not applicable for this agreement.

2. Payment Procedures

The District will pay to Foundation funds available under this Agreement based upon information submitted by Foundation and consistent with any approved budget and District policy concerning payments. Payments will be made for eligible expenses actually incurred by Foundation, and not to exceed actual cash requirements. In addition, the District reserves the right to liquidate funds available under this contract for costs incurred by the District on behalf of Foundation.

3. Progress Reports

Foundation shall submit monthly progress reports to the District in a format to be developed by the District and agreed-upon by the Foundation.

D. Conduct

1. Assignability

Foundation shall not assign or transfer any interest in this Agreement without the prior written consent of the District thereto; provided, however, that claims for money due or to become due to Foundation from the District under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the District.

2. Subcontracts

- a) Approvals: Foundation shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the District prior to the execution of such agreement.
- b) Monitoring: Foundation will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
- c) Content: Foundation shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
- d) Selection Process: Foundation shall undertake to ensure that all subcontracts allowed in the performance of this Agreement shall be

awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the District along with documentation concerning the selection process.

4. Conflict of Interest

- a) Foundation shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by State funds.
- b) No employee, officer or agent of Foundation shall participate in the selection, or in the award, or administration of, a contract supported by this agreement if a conflict of interest, real or apparent, would be involved.
- c) No covered persons who exercise or have exercised any functions or responsibilities with respect to the activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the activities defined in this agreement. For purposes of this section, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the District or Foundation.

VIII. Intellectual Property

A. Works for Hire

Foundation agrees that any and all services rendered and documents or other materials, inventions, processes, machines, manufactures, or compositions of matter, and/or trademarks or servicemarks first created, developed or produced pursuant to the Agreement, whether by Foundation or its subcontractors or subgrantees, shall be and are Work for Hire. All subcontracts or subgrants shall include a Work for Hire provision by which all materials, procedures, processes, machines, and trademarks or servicemarks produced as a result of the Agreement shall be Work for Hire. All rights, title, and interest in and to the Work first developed under the Agreement or under any subcontract or subgrant shall be assigned and transferred to the Chancellor's Office. This Work for Hire agreement shall survive the expiration or early termination of this Agreement.

B. Ownership of Copyright/Assignment/License

The parties acknowledge and agree that Foundation has its own existing proprietary property rights (intellectual and otherwise) and processes to which Foundation is solely entitled to retain ownership and are not part of this Agreement. With respect to District's proprietary rights including without limitation, all of its designs, plans, reports, specifications, drawings, inventions, processes, software code, works of authorship, and other information or items conceived of, developed, or produced by Foundation solely for the benefit of and

on behalf of District within the limited scope of this Agreement including, without limitation, all patentable and copyrightable inventions, intellectual property and recordings, in every format, are each a "work for hire" ("Works for Hire") by District and are the sole and exclusive property of District except as provided in 37 C.F.R. 401.14 and 29 C.F.R. 97.34. Excluding any of the above proprietary property rights, the copyright for all materials first produced as a result of this Work for Hire agreement shall belong to the Chancellor's Office. Foundation, and all subcontractors, subgrantees, and others that produce copyright materials pursuant to the Agreement, assigns all rights, title and interest, including the copyright to any and all works created pursuant to this Work for Hire agreement, to the Chancellor's Office. The Chancellor's Office shall acknowledge District, Foundation or its subcontractors and subgrantees, if any, as the author of works produced pursuant to this Work for Hire agreement on all publications of such work. The Chancellor's Office may license Foundation or its subcontractors and subgrantees, if any, to reproduce and disseminate copies of such work, provided the licensee agrees not to permit infringement of the copyright by any person, to compensate Chancellor's Office for any infringement which may occur, and to indemnify and hold harmless the Chancellor's Office for any and all claims arising out of or in connection with the licensing agreement. Said license shall include the right to create and use works derived from those created under this Agreement, even if such derivative works compete with those created under this Agreement.

C. Copyright Notice

All materials first developed in draft and in final form pursuant to this Agreement shall, in a prominent place, bear the © (the letter "c" in a circle) or the word "Copyright," or the abbreviation "Copr.," followed by the year created; and the words "California Community Colleges, Chancellor's Office." Acknowledgment may be given to District, Foundation, or the actual author(s) of the work in an appropriate manner elsewhere in the copyright material. If it is deemed necessary by either the Chancellor's Office or the District that the copyright be registered with the U.S. Copyright Office, Foundation will be responsible for applying for, paying the filing fees for, and securing said copyright.

All technical communications and records originated or first prepared by the Foundation or its subcontractors and subgrantees, if any, pursuant to this Work for Hire agreement, including papers, reports, charts, computer programs, and technical schematics and diagrams, and other documentation, but not including Foundation's administrative communications and records relating to this Agreement, shall be delivered to and shall become the exclusive property of the Chancellor's Office and may be copyrighted by the Chancellor's Office.

D. Patents

If it is deemed necessary by either the Chancellor's Office or the District that a patent be obtained from the U.S. Patent and Trademark Office for any invention, process, machine, manufacture, or composition of matter, Foundation will be responsible for applying for, paying the filing fees for, and securing said patent.

All patents for inventions, processes, machines, manufactures, or compositions of matter developed pursuant to this Agreement shall be issued to the "California Community Colleges, Chancellor's Office." All products and references to patents shall be marked and designated as such as required by law. Acknowledgment may be given to District, Foundation, or the actual inventor(s) in an appropriate manner. The Chancellor's Office has agreed to grant a nonexclusive license for such intellectual property to the District and the District agrees to grant a nonexclusive license for such intellectual property to Foundation. Said license shall include the right to use the patent for inventions, processes, machines, manufactures, or compositions of matter derived from those created under this Agreement.

E. Trademark or Servicemark

All trademarks and servicemarks first created, developed or acquired pursuant to this Agreement shall be the property of the Chancellor's Office. If it is deemed necessary by either the Chancellor's Office or the District that a trademark or servicemark be registered with state or federal agencies, Foundation will be responsible for applying for, paying the filing fees for, and securing said protection. All trademarks and servicemarks obtained pursuant to this Agreement shall be issued to the "Chancellor's Office California Community Colleges" and carry the designations permitted or required by law. The Chancellor's Office has agreed to grant a nonexclusive license for the use of trademarks or servicemarks created, developed or obtained under this Agreement to the District and District will grant a nonexclusive license for the use of trademarks or servicemarks created, developed or obtained under this Agreement to Foundation.

F. Infringement

In connection with any license granted pursuant to the preceding paragraphs, Foundation agrees not to permit infringement by any person, to compensate Chancellor's Office for any infringement that may occur, and to indemnify and hold harmless the Chancellor's Office for any and all claims arising out of or in connection with such license. Foundation may, with the permission of the District and the Chancellor's Office, enter into a written sublicensing agreement subject to these same conditions.

G. Subcontractors and Subgrantees

Any and all services rendered, materials, inventions, processes, machines, manufactures, or compositions of matter, and trademarks or servicemarks created, developed or produced pursuant to this Agreement by subcontractors or subgrantees that create works for this Grant for District are for and are the property of the Chancellor's Office. Foundation shall obtain an acknowledgment of the work for hire performed by these subcontractors or subgrantees that produce intellectual property pursuant to this Agreement, and all rights, title, and interests in such property shall be assigned to the Chancellor's Office from all subcontractors or subgrantees. Foundation shall incorporate the above applicable paragraphs, modified appropriately, into its

agreements with subcontractors or subgrantees that create works for this Agreement. No unpaid volunteer or other person shall produce copyright materials under this Agreement without entering into a subcontract or subgrant between such person(s) and Foundation giving the Chancellor's Office the foregoing rights in exchange for the payment of the sum of at least one dollar (\$1).

IX PARTICIPATION IN GRANT-FUNDED ACTIVITIES

A. Nondiscrimination

During the performance of this Agreement, Foundation and its subcontractors or subgrantees shall ensure that no person is excluded from, denied the benefits of, or otherwise subjected to discrimination with respect to participation in, any program or activity funded under this Agreement on the basis of ethnic group identification, national origin, religion, age, sex, race, color, ancestry, sexual orientation, or physical or mental disability, or on the basis of these perceived characteristics or based on association with a person or group with one or more of these actual or perceived characteristics.

B. Inclusivity

Programs funded by this Agreement should not be designed, administered, or advertised in a manner that discourages participation on any of the bases set forth above. Any informational, advertising, or promotional materials regarding such programs may not include any statements to the effect that a program is for, or designed for students of a particular race, color, national origin, ethnicity or gender. In the event that mentoring or counseling services are provided with funding provided by this Agreement, students may not be paired with mentors or counselors based solely upon the race, color, national origin, ethnicity or gender of the students, mentors, or counselors. The Chancellor's Office may, by written approval of the Chancellor, grant an exception to the requirements of this paragraph where Foundation provides documentation clearly demonstrating that designing a program for a particular group of students is justified under applicable legal standards as a remedy for past discrimination.

X. ELIGIBILITY FOR NONCITIZENS

Funds provided under this Agreement shall only be used to employ, contract with, or provide services to citizens of the United States or noncitizens who are eligible to receive public benefits pursuant to section 401 (with respect to federally funded activities) or section 411 (with respect to state funded activities) of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193, codified at 42 U.S.C. §§ 601 and 611, respectively). Foundation certifies that all of its employees and/or subcontractors or subgrantees are qualified pursuant to these provisions.

XI. NONDISCRIMINATION CLAUSE

A. Nondiscrimination

During the performance of this Agreement, Foundation and its subcontractors or subgrantees shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of ethnic group identification, national origin, religion, creed, age (over 40), sex, race, color, ancestry, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer and genetic characteristics), or on the basis of these perceived characteristics or based on association with a person or group with one or more of these actual or perceived characteristics, marital status, denial of family care leave, political affiliation, or position in a labor dispute. Foundation and subcontractors or subgrantees shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

B. Comply with Laws

Foundation and its subcontractors or subgrantees shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §§ 12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, §§ 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in chapter 5 of division 4 of title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

C. Comply with Government Code

Foundation and its subcontractors or subgrantees shall also comply with the provisions of Government Code sections 11135-11139.8, and the applicable regulations promulgated thereunder by the Board of Governors of the California Community Colleges (Cal. Code Regs., tit. 5, §§ 59300 et seq.); provided, however, that if Foundation or any subgrantee or subcontractor is not a community college district the references in the regulations of the Board of Governors to "the district" shall be deemed to refer to Foundation, subgrantee or subcontractor and references to the "district governing board" shall be deemed to refer to the management or governing body of the Foundation, subgrantee or subcontractor.

D. Notice

Foundation and its subcontractors or subgrantees shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

E. Subcontracts and Subagreements

Foundation shall include the nondiscrimination and compliance provisions of this clause in all subcontract or subagreements to perform work under this Agreement.

XII. ACCESSIBILITY FOR PERSONS WITH DISABILITIES

- A. ADA
By signing this Agreement, Foundation assures the District and the Chancellor's Office that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.
- B. Visual Impairments
Foundation shall, upon request by any person, make any materials produced with Grant funds available in braille, large print, electronic text, or other appropriate alternate format. Foundation shall establish policies and procedures to respond to such requests in a timely manner.
- C. Section 508 of the Rehabilitation Act
All data processing, telecommunications, and/or electronic and information technology (including software, equipment, or other resources) developed, procured, or maintained by Foundation, whether purchased, leased or provided under some other arrangement for use in connection with this Agreement, shall comply with the regulations implementing Section 508 of the Rehabilitation Act of 1973, as amended, set forth at 36 Code of Federal Regulations, part 1194.
- D. Web Access
Design of computer or web-based materials, including instructional materials, shall conform to guidelines of the Web Access Initiative (see <http://www.w3.org/TR/WAI-WEBCONTENT/>) or similar guidelines developed by the Chancellor's Office.
- E. Complaint Resolution
Foundation shall respond, and shall require its subcontractors and subgrantees to respond to and resolve any complaints regarding accessibility of its products and services as required by this section. If such complaints are not informally resolved, if applicable, they shall be treated and processed as complaints of discrimination based on disability pursuant to California Code of Regulations, title 5, sections 59300 et seq.; provided, however, that if Foundation or any subgrantee or subcontractor is not a community college district the references in the regulations of the Board of Governors to "the district" shall be deemed to refer to the Foundation, subgrantee or subcontractor and references to the "district governing board" shall be deemed to refer to the management or governing body of the Foundation, subgrantee or subcontractor.
- F. Hold Harmless
Notwithstanding section VI (B) (Hold Harmless and Mutual Indemnification), Foundation and its subcontractors and subgrantees shall indemnify, defend, and hold harmless the District, the Chancellor's Office, its officers, agents, and employees, from any and all claims by any person resulting from Foundation's sole failure to comply with the requirements of this section (Accessibility for Persons with Disabilities).

G. Incorporation

Foundation shall incorporate the requirements of this section (Accessibility for Persons with Disabilities) into all subcontract or subagreements to perform work under this Agreement.

XIII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIV. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XV. WAIVER

Neither the District's nor the Foundation's failure to act with respect to a breach by either party shall waive its right to act with respect to subsequent or similar breaches. The failure of the District or the Foundation to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XVI. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the District and Foundation for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the District and Foundation with respect to this Agreement.

XVII. TIME IS OF THE ESSENCE

Time is of the essence in this Agreement.

XVIII. CONFIDENTIALITY OF DATA AND REPORTS

A. To the extent permissible by law, Foundation will not disclose data or disseminate the contents of the final or any preliminary report without the express written permission of the District.

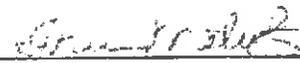
B. Permission to disclose information on one occasion or at public hearings held by the District relating to the same shall not authorize Foundation to further disclose such information or disseminate the same on any other occasion.

C. Foundation will not comment publicly to the press or any other media regarding its report, or the actions of the District on the same, except to District staff, Contractor's own personnel involved in the performance of this Agreement, or at a public hearing, or in response to questions from a legislative committee.

D. If requested by District, Foundation shall require each of its employees or officers who will be involved in the performance of this Agreement to agree to the above terms in a form to be approved by District and shall supply District with evidence thereof.

IN WITNESS WHEREOF, the Parties have executed this contract

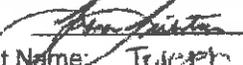
DISTRICT

By: 
Print Name: Theresa Mahajan
Title: Vice Chancellor, Finance & Administration
Date: 3/25/15

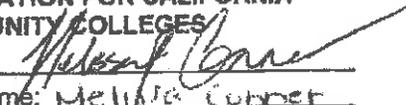
DISTRICT – second signature, if required

By: _____
Print Name: _____
Title: _____
Date: _____

**FOUNDATION FOR CALIFORNIA
COMMUNITY COLLEGES**

By: 
Print Name: Joseph Swintarski
Title: VP of Program Development
Date: 4/3/15

**FOUNDATION FOR CALIFORNIA
COMMUNITY COLLEGES**

By: 
Print Name: Melissa Turner
Title: VP of Advancement
Date: 4/6/15

Attachment A

California Community Colleges Chancellor's Office

Abstract

District: Los Rios Community College District

College: n/a

Grant Agreement No: C14-0036

In recognition of the current skills gap in California, the Governor has prioritized improving the college and career readiness of students and increasing the skilled workforce in the state. Federal and state funds have been invested to expand existing community college and high school career technical programs and partnerships, and to improve transitions between these programs.

The intent of these funds (\$1.2 million over ~2 years) is to respond to the skills gap by increasing coordination and alignment between K-12 and postsecondary career pathways and, ultimately improve secondary, postsecondary, and workforce outcomes - with a specific focus on supporting community colleges and college districts that have entered into partnerships with K-12 districts across the state who are participating in the AB 790 Linked Learning Pilot Program. These funds provide capacity for increasing student access, participation, and completion of work-based learning along a K-14 continuum, and dual or concurrent enrollment within the context of a K-14 (or K-16) career pathway. The grant is being awarded to Los Rios CCD to work in partnership with the Foundation for California Community Colleges (Foundation). The performance period for this grant is January 2015 through December 2016.

The strategies described below build from the regional and sector-based strategies of the Chancellor's Office *Doing What Matters Jobs and the Economy* initiative with a more intentional focus on K-12 and the transition into community college programs, while providing targeted support that builds upon existing K-12 Linked Learning infrastructure.

Work-Based Learning Infrastructure: The goal of this allocation is for regions to focus on priority or emergent sectors in partnership with their AB 790 LEA partners, and thereby develop up to ten different templates (one for each sector in the Doing What Matters initiative) that could eventually be adopted by K-14 and industry partners in other regions of the state. As necessary and upon availability of funding, grant could support WBL alignment and coordination efforts within regions and across sectors. To effectively allocate monies according to this approach, it would be necessary to have regions (in partnership with, at a minimum, each of the AB 790 LEAs in that region) rank their preferred sectors of focus from among their priority and emergent sectors. As necessary, the Chancellor's Office could convene the Sector Navigators for each of the ten sectors to determine appropriate distribution of projects, according to which region is best positioned to effectively realize the goals of the project for a specific sector. This way, a region would not put all of its hopes upon a single sector, but should be prepared for implementation within any of the sectors that they identify.

California Community Colleges Chancellor's Office - Project Work Plan
 WEL Infrastructure Sub-Grants

<p>This grant would provide funding for staff and resources to develop, expand, and refine K-12 work-based learning programs across each of the four industry sectors identified in the Deity Sector Navigator. Working with other Districts, Institutes, Working Deity Sector Navigator structures, staff and activities funded through this grant would be expected to connect sector-specific pathways at the K-12 and college level across a micro-region. Applicants would need to address how this work will link with, build from, and supplement the existing work of the relevant Deity Sector Navigator, and how they will work with the regional Consortium and Linked Learning Pilot Program WEL in certificate, funds should be used for:</p>	<p>An understanding of the goals, processes, people and timelines by which these resources will be allocated.</p>	<p>Develop and prepare allocation strategy to include: 1) alignment with the statewide Linked Learning Network; 2) alignment with Deity Key Talent Sector Navigator Deity Sector Navigator Regional Consortium; 3) awareness of existing Career Pathway Trust activities (to either further those initiatives or address reports that did not receive any); 4) determination of how these funds align with Sacramento regional pilot initiative; 5) clarity on how the Foundation's work-based learning tools are made available to this program.</p>	<p>WFO Dty LL Navigator</p>	<p>1/15/2015</p>
<p>Develop comparable mini grant information</p>	<p>Based on article from above, write RFP.</p>	<p>WFO Dty LL Navigator VP Administration</p>	<p>WFO Dty LL Navigator</p>	<p>1/15 - 2/15</p>
<p>Issue mini grant RFP and provide technical assistance to this field as they prepare responses.</p>	<p>Develop technical assistance efforts (webinars, concept papers, 14-point meeting topics, etc) prepare internal resources to respond to proposals.</p>	<p>WFO Dty LL Navigator VP Administration</p>	<p>WFO Dty LL Navigator</p>	<p>3/15 - 4/15</p>
<p>award grants</p>	<p>Go through contracting process with colleges not exceeding planning meeting (webinar or in-person). Awarded sub grants are to be transferred per approved subcontractor for this work.</p>	<p>WFO Dty LL Navigator, Legal</p>	<p>WFO Dty LL Navigator</p>	<p>5/15 - 6/15</p>
<p>Local grantees work begun</p>	<p>Monitor local work of grantees for progress, alignment, needs, etc.</p>	<p>WFO Dty LL Navigator</p>	<p>WFO Dty LL Navigator</p>	<p>7/15-12/16</p>
<p>Increasing high school student access, persistence, and completion of high quality, paid and unpaid work-based learning experiences for students described in Education Code Section 51760.13 along a grade-appropriate continuum, grade appropriate continuum, aligned with the high school career pathway, and relevant programs and work-based learning opportunities provide through programs at the community college level.</p>	<p>Facilitating the development of career pathway-relevant activities, programs and professional communities of practice which bring together high school teachers and staff, community college faculty, and industry professionals to improve alignment of high school and community college curriculum to postsecondary and industry standards. In particular, this work should focus upon the development of work-based learning curricula and programs.</p>	<p>Local grantees</p>	<p>Local grantees</p>	<p>7/15-12/16</p>
<p>Increasing opportunities for, and completion of, career pathway-relevant internship programs and professional communities of practice which bring together high school teachers and staff, community college faculty, and industry professionals to improve alignment of high school and community college curriculum to postsecondary and industry standards.</p>	<p>Partner with the Foundation for California Community Colleges in its work-based learning efforts to create feasibility, sustainability, and consistency between regions through the development and implementation of common standards, or relevant. This would include expanding awareness of, and participation in, the Foundation's "mini grant" infrastructure for internship provisions, as well as participation in the development and implementation of a work-based learning program for employer matching and skills building community in development by the Foundation and the Linked Learning Alliance.</p>	<p>Local grantees and WFO</p>	<p>Local grantees and WFO</p>	<p>7/15-12/16</p>

California Community College Linked Learning Initiative Budget (\$81,070 - \$1.2 million)

	K-14 WBL Infrastructure			Total over 2 years
	Base Amount	FTE's/ Quantity		
Foundation Budget				
Non-Instructional Salaries				
Program Director	24 mos	0.25		45,000
Program Coordinator / Assistant	24 mos	0.50		48,000
VP of Programs Development	24 mos	0.10		27,192
Legal	24 mos	0.20		27,944
Accountant	24 mos	0.20		30,334
Total Non-Instructional Salaries		0.20		178,470
Employee Benefits @ 35%	24 mos			62,476
Supplies & Materials				
Equipment				
Phones				
Marketing Materials				
Other Supplies				
Subtotal Equipment and Supplies				
Other Operating Expenses & Services				
Office Space				
Travel, Training, Conferences				24,900
Subgrants				888,000
Total Other Operating Expenses & Services				912,900
Total Foundation Expenses				1,153,846
Los Rios Indirect 4%				46,154
Total \$81,070 Budget				1,200,000



AGENDA ITEM: 13.(f)
MEETING DATE: November 19, 2015

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

TO:

MEMBERS OF THE GOVERNING BOARD

SUBJECT:

**REQUEST FOR APPROVAL OF CURRICULUM ACTIONS AS SUBMITTED BY THE
CURRICULUM COMMITTEE, A SUBCOMMITTEE OF THE ACADEMIC SENATE**

REQUESTED ACTION:

Approval

SUMMARY:

During the Fall semester in the month of October 2015, the Solano Community College Curriculum Committee, a subcommittee of the Academic Senate, approved the following curriculum-related items. The approval of the Governing Board is requested as required by Title 5, Chapter 6, Subchapter 2, beginning with §55100.

Dr. Leslie Minor, Vice President of Academic Affairs is presenting these now for approval.

STUDENT SUCCESS IMPACT:

Help our students achieve their educational, professional and personal goals

<u>ED</u> <u>CODE:</u>	<i>Title 5, Chapter 6, Subchapter 2, beginning with §55100</i>	<u>BOARD</u> <u>POLICY:</u>	6100	<u>ESTIMATED FISCAL</u> <u>IMPACT:</u>	N/A
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SUBMITTED BY:

STUDENT SUCCESS IMPACT:

Help our students achieve their educational, professional and personal goals

ATTACHMENTS:

Description

- ▣ Curriculum Actions from October 2015

SOLANO COMMUNITY COLLEGE

REQUEST FOR APPROVAL OF
CURRICULUM COMMITTEE CURRICULUM ACTIVITIES

During the Fall semester in the month of October 2015, the Solano Community College Curriculum Committee, a subcommittee of the Academic Senate, approved the following curriculum-related items. The approval of the Governing Board is requested as required by Title 5, Chapter 6, Subchapter 2, beginning with §55100.

COURSE MODIFICATIONS

Course	Modifications	Class Max
(CP15-92) ENGR 017 Introduction to Electrical Engineering	TOP Code, objectives, assessment, assignments, content	30
(CP15-90) ENGL 370 English Fundamentals	Prerequisite, assessments	25
(CP15-91) ENGL 370L English Fundamentals Lab	corequisite, assessments	300
(CP15-99) ENGL 001 College Composition	Prerequisite	30
(CP15-100) SOC 040 Sociology of Family	Add DE, instructional methods, writing assignments, textbook	35

NEW COURSES

Course	Class Max
(CP15-88) ATHL 048 Intercollegiate Tennis	25
(CP15-95) ATEC 137 Automotive Heating and Air Conditioning	24
(CP15-96) ATEC 138 Automotive Electronics	24
(CP15-97) ATEC 139 Advanced Engine Performance	24
(CP15-98) ATHL 003A Pre-season Intercollegiate Softball	20

New Program:

(CP15-93) Sports Broadcasting Certificate of Achievement

Program Modifications:

(CP15-101) Automotive Technician – Change description, outcomes, courses

(CP15-102) Business Administration – Add course (CIS 001)

Major Deletion:

(CP15-94) CDFS 039 School Years and Adolescent Development



AGENDA ITEM: 13.(g)
MEETING DATE: November 19, 2015

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

TO:

MEMBERS OF THE GOVERNING BOARD

SUBJECT:

**AMENDMENT TO MEMORANDUM OF UNDERSTANDING BETWEEN BAY AREA CLEAN
WATER AGENCIES AND SOLANO COMMUNITY COLLEGE DISTRICT**

REQUESTED ACTION:

Approval

SUMMARY:

Kelly Penwell, Associate Dean of Workforce Development is presenting to the Governing Board for approval an amendment to the agreement between Solano Community College District and BACWA for special educational services. This was previously presented to the Governing Board for approval and was approved on July 15, 2015.

This item is being amended to read: SCCD will provide (5) credit classes, WATER 100, WATER 101, WATER 106, WATER 120 and WATER 121, for up to 30 students per class, for BACWA member organizations and others. The District will develop, coordinate, deliver, and evaluate the training.

Instruction/training will be delivered at various BACWWE agency sites. Classes will begin in August 2015. The client fee for each 3 or 4 credit hour course is \$15,500, and the client fee for each 2 or 2 ½ credit hour class is \$12,500. This contract is for \$71,500.

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 Development.

STUDENT SUCCESS IMPACT:

Help our students achieve their educational, professional and personal goals , Workforce development and training

<u>ED</u>	<i>Section</i>	<u>BOARD</u>		<u>ESTIMATED FISCAL</u>	<i>\$71,500</i>
<u>CODE:</u>	78021	<u>POLICY:</u>	3520	<u>IMPACT:</u>	<i>Income</i>

SUMBITTED BY:

STUDENT SUCCESS IMPACT:

Help our students achieve their educational, professional and personal goals , Workforce development and training

ATTACHMENTS:

Description

- ☐ BACWA SCC Agreement Fall 2015 Final

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 **Bay Area Clean Water Agencies**, hereinafter referred to as “BACWA.”

WHEREAS, BACWA desires to engage the District to render special educational services,

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- A. The District will provide Five (5) credit classes, WATER 100, Wastewater Treatment I, WATER 101, Basic Chemistry for Water and Wastewater, WATER 106, Instrumentation and Controls, WATER 120, Distribution Systems Maintenance, and WATER 121, Collections Systems Maintenance, for up to 30 students per class, for BACWA member organizations and other interested parties, provided member needs are met.
- B. The District will develop, coordinate, deliver, and evaluate the training. Instruction/training will be delivered at various BACWWE sites, to be determined. Classes will begin in August 2015, exact dates to be determined. Additional training can be scheduled as needed with an addendum to this contract.
- C. The District will maintain the BACWWE (Bay Area Consortium for Water & Wastewater Education) website and database and provide marketing and marketing materials for sponsoring agencies.
- D. Solano Community College and BACWWE will recruit, identify and select all trainees who will participate in training.
- E. Subject to availability of funds collected from sponsoring agencies BACWA will compensate the District up to a maximum amount for Fall 2015 of seventy one thousand five hundred dollars (\$71,500) for all services rendered hereunder, as follows: for each 3 or 4 credit hour class fifteen thousand five hundred dollars (\$15,500); for each 2 or 2 ½ credit hour class thirteen thousand five hundred dollars (\$12,500). The cost is inclusive of all instruction and teaching/training materials.
- F. Payments by BACWA to the District will be due upon receipt of invoice. An invoice will be generated upon completion of the first month of instruction.

- G. This contract may be terminated by either party upon written notice of not less than ten (10) business days.
- H. It is mutually understood that BACWA 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 BACWA and the District respectively.
- I. The District will indemnify, and hold harmless, in any actions of law or equity, BACWA, 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, except to the extent caused by the sole negligence or willful misconduct of BACWA. 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.
- J. BACWA 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 BACWA under this Agreement or of any persons directly or indirectly employed by, or acting as agent for the District, except to the extent caused by 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 BACWA 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 BACWA 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.
- K. BACWA 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 BACWA's non-compliance with this section, the Agreement may be canceled, terminated, or suspended in whole or in part by the District.

Laura Pagano
BACWA Executive Board Chair
PO Box 24055, MS 59
Oakland, CA 94623

Date _____

Stan Arterberry
Interim Superintendent-President
Solano Community College District
Fairfield, CA

Date _____



AGENDA ITEM: 13.(h)
MEETING DATE: November 19, 2015

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

TO:

MEMBERS OF THE GOVERNING BOARD

SUBJECT:

**NAME CHANGE OF THE SOLANO COMMUNITY COLLEGE SHARED GOVERNANCE
COUNCIL TO COLLEGE GOVERNANCE COUNCIL**

REQUESTED ACTION:

Approval

SUMMARY:

The Shared Governance Council is recommending to the Governing Board that the name of the Shared Governance Council be changed to “College Governance Council,” as the term “shared governance” is not a term that appears in law or regulation.

Education Code Section 70902(b) (7) calls on the Board of Governors to enact regulations to “ensure faculty, staff, and students the right to participate effectively in district and college governance...” The statewide Academic Senate has suggested that the term “shared governance” can take on many meanings, and has suggested that its use be curtailed in favor of more precise terms.

Dr. Leslie Minor, Vice President of Academic Affairs, is presenting this recommendation for approval.

STUDENT SUCCESS IMPACT:

College Governance

ED CODE: Section 70902(b) (7) BOARD POLICY: ESTIMATED FISCAL IMPACT: N/A

SUMBITTED BY:

STUDENT SUCCESS IMPACT:

College Governance



AGENDA ITEM: 15.(a)
MEETING DATE: November 19, 2015

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

TO:

MEMBERS OF THE GOVERNING BOARD

SUBJECT:

**RESOLUTION TO APPROVE APPOINTMENT TO CITIZENS' BOND OVERSIGHT
COMMITTEE (CBOC), RESOLUTION NO. 15/16-17**

REQUESTED ACTION:

Approval

SUMMARY:

Board approval is requested for Resolution No. 15/16-XX, to appoint one citizen to fill the vacancy on the Citizens' Bond Oversight Committee (CBOC) representing a Member-At-Large.

Proposition 39 mandates the existence, purpose, duties, membership, and meeting standards of the Oversight Committee, which are contained in its adopted Bylaws.

The Board CBOC Subcommittee comprised of Trustees Thurston, Young and Martin, reviewed an application submitted by an interested citizen. After consideration of the candidate's qualifications, the Board Subcommittee recommends the appointment of Andre Stewart, a Solano County resident residing in Benicia, California.

STUDENT SUCCESS IMPACT:

Not Applicable

ED CODE: 15278 BOARD POLICY: 3390 ESTIMATED FISCAL IMPACT: \$0

SUMBITTED BY:

STUDENT SUCCESS IMPACT:

Not Applicable



AGENDA ITEM: 16.(b)
MEETING DATE: November 19, 2015

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

TO:

MEMBERS OF THE GOVERNING BOARD

SUBJECT:

RESIGNATION TO RETIRE

REQUESTED ACTION:

Approval

SUMMARY:

<u>Name</u>	<u>Assignment & Years of Service</u>	<u>Effective</u>
Frank Floyd Burnsed	Kinesiology Professor 14 years and 3 months of service at SCC	05/18/2016
Nancy Konecny	Reading Professor 14 years and 9 months of service at SCC	05/20/2016
Sandra Rotenberg	Librarian 14 years and 10 months of service at SCC	06/30/2016
Diane White	History Professor 25 years and 9 months of service at SCC	05/31/2016

STUDENT SUCCESS IMPACT:

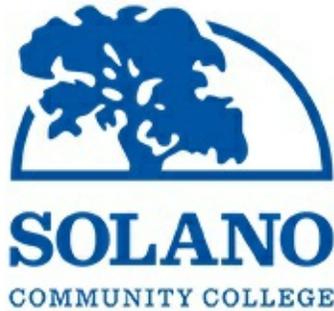
Human Resources

ED CODE: BOARD POLICY: ESTIMATED FISCAL IMPACT:

SUMBITTED BY:

STUDENT SUCCESS IMPACT:

Human Resources



AGENDA ITEM: 17.(c)
MEETING DATE: November 19, 2015

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

TO:

MEMBERS OF THE GOVERNING BOARD

SUBJECT:

CHANGE ORDER - NO. 01 (DEDUCTIVE) TO PETERSON MECHANICAL INC. FOR ESCO PHASE II HVAC/EMS IMPLEMENTATION PROJECT

REQUESTED ACTION:

Approval

SUMMARY:

Board approval is requested for Deductive Change Order No. 01 in the amount of (\$98,184) to Peterson Mechanical Inc. contract for the ESCO Phase II HVAC/EMS Implementation Project. Attached is the Change Order breakdown and summary. The ESCO HVAC/EMS Project is now complete and this deductive change order represents a portion of the contract's unused owner's allowance.

Revised contract figures for Change Order #01 are as follows:

Change Order No.01 - Peterson Mechanical Inc.:	
Contract Award Amount	\$ 5,551,721.00
Prior Change Orders	\$ 0.00
Change Order No. 01	\$ (98,184.00)
Total Change Orders	\$ (98,184.00)
Revised Contract Amount	\$ \$5,453,537.00

STUDENT SUCCESS IMPACT:

Renovating existing instructional space and equipment

<u>ED</u>	<u>BOARD</u>	3225,	<u>ESTIMATED FISCAL</u>	<i>(\$98,184) Measure Q Funds</i>
<u>CODE:</u>	<u>POLICY:</u>	3520	<u>IMPACT:</u>	

SUMBITTED BY:

STUDENT SUCCESS IMPACT:

Renovating existing instructional space and equipment

ATTACHMENTS:

Description

- ☐ Change order breakdown and summary



AGENDA ITEM: 17.(d)
MEETING DATE: November 19, 2015

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

TO:

MEMBERS OF THE GOVERNING BOARD

SUBJECT:

CHANGE ORDER - NO. 01 (DEDUCTIVE) TO RUDOLPH AND SLETTEN, INC. FOR REDUCTION OF THE FF&E ALLOWANCE FOR THE BIOTECHNOLOGY AND SCIENCE BUILDING PROJECT

REQUESTED ACTION:

Approval

SUMMARY:

Board approval is requested for a deductive Change Order No. 01 to RUDOLPH AND SLETTEN, INC. design build contract for the Biotechnology and Science Building Project to reduce the Group II Furniture and Equipment Allowance by \$2,630,000. Instead, the District will procure the Group II furniture and equipment, likely contracting with Dovetail to assist the District in procurement. It has been determined that Dovetail's expertise in procuring Group II scientific equipment is more in alignment with District goals and objectives. This realignment will speed the process of procurement and will ensure parity with the new Fairfield Science Building equipment procurement. Attached is the Change Order Request Breakdown and Summary.

Revised contract figures for Change Order #01 are as follows:

Change Order No.01 - RUDOLPH AND SLETTEN, INC.:	
Contract Award Amount	\$ 28,930,000.00
Prior Change Orders	\$ 0.00
Change Order No. 01	\$ (2,630,000.00)
Total Change Orders	\$ (2,630,000.00)

Revised Contract Amount \$ 26,300,000.00

STUDENT SUCCESS IMPACT:

N/A

ED
CODE:

BOARD
POLICY:

ESTIMATED FISCAL IMPACT: (\$2,630,000.00) Measure Q Funds

SUBMITTED BY:

STUDENT SUCCESS IMPACT:

N/A

ATTACHMENTS:

Description

- R&S Change Order Request Breakdown and Summary



Solano Community College District

4000 Suisun Valley Road
 Fairfield, CA 94534
 Tel: 707-864-7189

Change Order # 1
 Project No.: 15-012
 Date: 11/19/2015

DSA File No. : NA
 DSA Number: NA

Project: Biotechnology & Science Building Architect: NA Design Build
 2001 North Village Parkway
 Vacaville, CA 95688

To: Rudolph and Sletten, Inc.
 1600 Seaport Blvd, Suite 350
 Redwood City, CA 94063

The Contract is Changed as Follows:

PCI #	Description	Amount	Days Added
002	Credit portion of owner FF&E allowance	\$ (2,630,000.00)	0
TOTAL COST OF CHANGE ORDER		\$ (2,630,000.00)	

Original Contract Sum: \$ 28,930,000.00
 Total change By Previous Change Orders: \$ -
 Contract Sum Prior to This Change Order: \$ 28,930,000.00
 Original Contract Sum will be Increased by This Change Order: \$ (2,630,000.00)
 The New Contract Sum Including This Change Order Will Be: \$ 26,300,000.00

The Contract Completion Date is: 9/17/2017
 Contract Time Will be Changed by This Change Order: 0
 The date of substantial completion as of the of this change order is: 7/19/2017

ARCHITECT: _____ Date: _____
 AOR The Smith Group JJR
 301 Battery Street, 7th Floor
 San Francisco, CA 94111

CONTRACTOR: _____ Date: _____
 DBE Rudolph and Sletten, Inc.
 1600 Seaport Blvd., Suite 350
 Redwood City, CA 94063

OWNER: _____ Date: _____
 Thomas Beckett
 Interim, Executive Bond Manager
 Solano Community College District



AGENDA ITEM: 17.(e)
MEETING DATE: November 19, 2015

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

TO:

MEMBERS OF THE GOVERNING BOARD

SUBJECT:

**CONTRACT AMENDMENT TO CA ARCHITECTS FOR ARCHITECTURAL AND
ENGINEERING SERVICES FOR SMALL CAPITAL PROJECTS –PORTABLE
CLASSROOMS PHASE II**

REQUESTED ACTION:

Approval

SUMMARY:

Board approval is requested for a contract amendment to CA Architects for reimbursement of fees made by CA Architects to DSA on the District's behalf for fees to review and approve the plans for the new portable classrooms installed on the Fairfield Campus.

The Board is asked to approve this contract amendment to CA Architects in the amount of \$2,160 bringing the total overall contract amount to \$33,660. The original contract was approved on June 17, 2015.

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

STUDENT SUCCESS IMPACT:

Increase capacity to support instructional spaces and equipment.

ED BOARD 3225, ESTIMATED FISCAL \$2160 Measure Q
CODE: POLICY: 3520 IMPACT: Funds

SUMBITTED BY:

ATTACHMENTS:

Description

- CA Architects Amendment to Agreement

AMENDMENT TO AGREEMENT

PARTIES

This First Amendment to Agreement ("Amendment") is entered into between Solano Community College District ("District") and CA Architects (CAA) ("Consultant"), collectively the "Parties".

RECITALS

WHEREAS, District and Consultant entered into a Professional Services Agreement ("Agreement"), dated June 17, 2015, for architectural and engineering services related for Small Capital Projects – Portable Classrooms Phase II ("Project"); and

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 4. Compensation of the Agreement is amended to read:
District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Thirty Three Thousand Six Hundred Sixty Dollars (\$33,660.00). This fee is a total of the June 17, 2015 Agreement in the amount of \$31,500 and Amendment #1 in the amount of \$2,160. 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.
2. The term of the Agreement shall be extended until the Project has been completed, but in no event later than January 29, 2016, 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: _____

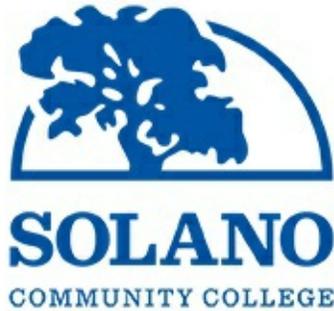
By: _____

Print Name: Yulian Ligioso

Print Name: _____

Print Title: Vice President
Finance and Administration

Print Title: _____



AGENDA ITEM: 17.(f)
MEETING DATE: November 19, 2015

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

TO:

MEMBERS OF THE GOVERNING BOARD

SUBJECT:

APPROVAL OF PROPOSED CHANGES TO THE FAIRFIELD SCIENCE PROJECT - PHASE I (NEW SCIENCE BUILDING) AND PHASE II (BUILDING 300)

REQUESTED ACTION:

Approval

SUMMARY:

Board approval is requested to proceed with proposed changes to the Measure Q Fairfield Science Project Phases I and II, including relocation of the Veterans Center from the New Science Building (Phase I) to existing spaces within Building 400. The request for approval includes remodeling construction for the Tutoring Center relocation to Building 100 from Building 400 and the relocation of the Career/Transfer Center from the first floor of Building 400 to the second floor of Building 400. Additionally, the request includes approval to demolish Building 300 and construction of landscape and hardscape site improvements at the Building 300 site, when the building is vacated. A summary of the Measure Q Bond Spending Plan impacts for funding the above requested approvals is included as a part of this Agenda Item. The requested changes will result in an anticipated overall Bond Spending Plan cost savings of \$3.5 million.

STUDENT SUCCESS IMPACT:

Help our students achieve their educational, professional and personal goals , Transfer-level education

Measure Q

Bond Spending Plan (BSP) Budget Impacts

1. New Science Building Proposed Project Changes
Budget Augmentation to Existing Fairfield (FF)
New Science Building Budget - \$2.5M
2. Veterans Center Modifications at Building 400 First and
Second Floor Areas - \$1.0M
3. Secondary Effects for Tutoring Relocation to Building 100
and Career/Transfer Center Relocation to Second Floor
Building 400 - \$.4M
4. Building 300 Removal and Campus Improvements - \$.6M
5. Building 300 Renovation Cost Avoidance Savings- (\$8.0M)
6. Proposed Changes Result in BSP Savings of (\$3.5M) for FF
Science Phases I and II



AGENDA ITEM: 17.(g)

MEETING DATE: November 19, 2015

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

TO:

MEMBERS OF THE GOVERNING BOARD

SUBJECT:

**CONTRACT AMENDMENT TO CSW/STUBER-STROEH ENGINEERING GROUP, INC.,
FOR CIVIL ENGINEERING SERVICES FOR THE FAIRFIELD CAMPUS AGRICULTURE
(HORTICULTURE) PROJECT**

REQUESTED ACTION:

Approval

SUMMARY:

Board approval is requested for a contract amendment to CSW/Stuber-Stroeh Engineering Group to provide additional pathway and roadway layout, staking of garden, roadways, pathways, and building corners and coordination meetings with the users. This work is to serve the Agriculture (Horticulture) building project.

The Board is asked to approve this contract amendment to CSW/Stuber-Stroeh Engineering Group in the amount of \$8,700 bringing the total overall contract amount to \$36,400 and extending the time to February 15, 2016. The original contract was approved on February 18, 2015.

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

STUDENT SUCCESS IMPACT:

Increase capacity to support instructional spaces and equipment.

<u>ED</u>	<u>BOARD</u>	3225,	<u>ESTIMATED FISCAL</u>	<i>\$8,700 Measure Q Funds</i>
<u>CODE:</u>	<u>POLICY:</u>	3520	<u>IMPACT:</u>	

SUBMITTED BY:

STUDENT SUCCESS IMPACT:

Increase capacity to support instructional spaces and equipment.

ATTACHMENTS:

Description

- ▣ Contract Amendment to CSW

AMENDMENT TO AGREEMENT

PARTIES

This First Amendment to Agreement ("Amendment") is entered into between Solano Community College District ("District") and CSW/STUBER-STROEH ENGINEERING GROUP (CSW) ("Consultant"), collectively the "Parties").

RECITALS

WHEREAS, District and Consultant entered into a Professional Services Agreement ("Agreement"), dated February 18, 2015, for civil engineering services related to and for the Horticulture Expansion Project ("Project"); and

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 4. Compensation of the Agreement is amended to read:
District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Thirty Six Thousand Four Hundred Dollars (\$36,400.00). This fee is a total of the February 18, 2015 Agreement in the amount of \$27,700 and Amendment #1 in the amount of \$8,700. 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.
2. The term of the Agreement shall be extended until the Project has been completed, but in no event later than February 15, 2016, 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: Yulian Ligioso

Print Name: _____

Print Title: Vice President
Finance and Administration

Print Title: _____

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

- 1) Design pathway and roadway layout based on the Topographic Survey and Staff input.
- 2) Field stake perimeter of Community Gardens
- 3) Field stake roadways, pathways, and building corners within the four quadrants north of the existing building 1000
- 4) Meeting (two total) and coordination with Horticulture staff and Project Architect.



AGENDA ITEM: 17.(h)

MEETING DATE: November 19, 2015

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

TO:

MEMBERS OF THE GOVERNING BOARD

SUBJECT:

PURCHASE ORDER TO WEIDNERCA FOR WAYFINDING SIGNAGE FOR BUILDING 600

REQUESTED ACTION:

SUMMARY:

Board ratification is requested for award of a Purchase Order to WeidnerCA to produce wayfinding signage for Building 600. The scope of work includes design, manufacture, and installation of wayfinding signage in Building 600 to provide better direction throughout the building.

A proposal was requested only from WeidnerCA, since the firm provided the original signage for the building in the recent renovation project. To achieve an exact match of the signs, it is most cost effective and expedient to have WeidnerCA manufacture and install these additional signs. The PO for this work has been issued to WeidnerCA and this is a request for ratification of the issuance of that Purchase Order and authorization to proceed with the work.

The Governing Board is asked to ratify the Purchase Order with WeidnerCA in the amount of \$2,221.80. The Purchase Order is available online at: <http://www.solano.edu/measureq/planning.php>.

STUDENT SUCCESS IMPACT:

Renovating existing instructional space and equipment.

<u>ED</u>	<u>BOARD</u>	3225,	<u>ESTIMATED FISCAL</u>	\$2,221.79 Measure G Funds
<u>CODE:</u>	<u>POLICY:</u>	3520	<u>IMPACT:</u>	

SUBMITTED BY:

STUDENT SUCCESS IMPACT:

Renovating existing instructional space and equipment.

ATTACHMENTS:

Description

- ☐ WeidnerCA Purchase Order



Solano Community College District
 4000 Suisun Valley Road
 Fairfield, CA 94534-3197

PO Number:	P0160790
Issue Date:	11/02/15
Deliver By:	11/26/15

Vendor: Weidner Architectural Signage
 5001 24th St
 Sacramento CA 95822-2201

***** The purchase order number must appear on all invoices, delivery slips, packages and in all correspondence. *****

Send Billing Invoice to: Solano Community College ATTN: Accounts Payable BOND PLEASE EMAIL TO: accountspayablebond@solano.edu	Ship to: Measure G B600 - Jason Yi 4000 Suisun Valley Road Bldg 1900 Fairfield CA 94534
--	--

Buyer Laura Scott	Vendor Fax 916-452-3331
---------------------------------	---------------------------------------

Description	Quantity	Unit Cost	Total Cost
*** Per Est #Z10051-2 dated 10/20/2015 ***			
----- Project: Building 600 Admin. Building Renovation			
DIR-1 Directory 1 (24"x32") - 1/4" P95 acrylic with subsurface background color & surface vinyl copy; flag mounted back-to-back Per first line on Est# Z10051-2	1.00 EA	550.9600	550.96
Tax:		CA Sales Tax	47.52
		Item Subtotal:	598.48
DIR-2 Directory 2 (24"x8") - 1/4" P95 acrylic with	1.00 EA	305.2900	305.29

Requisition No. R0011634	TOTAL: CONTINUED
--------------------------	-------------------------

GENERAL TERMS AND CONDITIONS

- * Prior approval must be made for price increase, shipping charge, any deviation from items ordered and delays in shipping past 45 days from order.
- * District does not pay on statements, please invoice via email to: accountspayablebond@solano.edu. PHONE 707-864-7000 X4370.
- * Deliveries must be made at the District Warehouse, address above. Warehouse hours are 8:00 AM to 4:30 PM, Monday through Friday, except holidays. WAREHOUSE TELEPHONE (707) 864-7000 EXT. 4434.
- * Shipment must be prepaid unless otherwise noted. Shipping lists with PO number must be included.
- * Items ordered must meet CAL-OSHA Regulations in effect on date of shipment.
- * The District reserves the right to cancel and (or) return items at shipper's cost for any items delivered not meeting the terms, conditions, and specifications of the purchase order.

APPROVED: 
 Yulian Ligioso

Vice President of Finance and Administration

VENDOR COPY



Solano Community College District
 4000 Suisun Valley Road
 Fairfield, CA 94534-3197

PO Number:	P0160790
Issue Date:	11/02/15
Deliver By:	11/26/15

Vendor: Weidner Architectural Signage
 5001 24th St
 Sacramento CA 95822-2201

***** The purchase order number must appear on all invoices, delivery slips, packages and in all correspondence. *****

Send Billing Invoice to: Solano Community College ATTN: Accounts Payable BOND PLEASE EMAIL TO: accountspayablebond@solano.edu	Ship to: Measure G B600 - Jason Yi 4000 Suisun Valley Road Bldg 1900 Fairfield CA 94534
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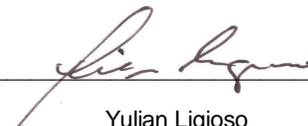
Buyer	Vendor Fax
Laura Scott	916-452-3331

Description	Quantity	Unit Cost	Total Cost
subsurface background color and surface applied vinyl copy Per second line on Est #Z10051-2			
Tax:		CA Sales Tax	26.33
		Item Subtotal:	331.62
FLAG - Flag ID (24"x8") per third line on Est #Z10051-2	1.00 EA	991.0100	991.01
Tax:		CA Sales Tax	85.47
		Item Subtotal:	1,076.48
Prevailing (wage) Installation	1.00 EA	215.2100	215.21

Requisition No. R0011634	TOTAL: 2,221.79
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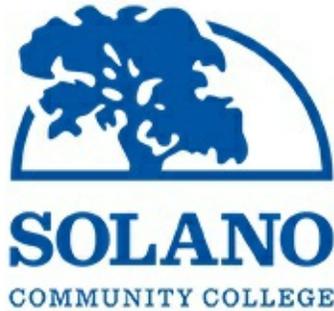
GENERAL TERMS AND CONDITIONS

- * Prior approval must be made for price increase, shipping charge, any deviation from items ordered and delays in shipping past 45 days from order.
- * District does not pay on statements, please invoice via email to: accountspayablebond@solano.edu. PHONE 707-864-7000 X4370.
- * Deliveries must be made at the District Warehouse, address above. Warehouse hours are 8:00 AM to 4:30 PM, Monday through Friday, except holidays. WAREHOUSE TELEPHONE (707) 864-7000 EXT. 4434.
- * Shipment must be prepaid unless otherwise noted. Shipping lists with PO number must be included.
- * Items ordered must meet CAL-OSHA Regulations in effect on date of shipment.
- * The District reserves the right to cancel and (or) return items at shipper's cost for any items delivered not meeting the terms, conditions, and specifications of the purchase order.

APPROVED: 
 Yulian Ligioso

Vice President of Finance and Administration

VENDOR COPY



AGENDA ITEM: 17.(i)
MEETING DATE: November 19, 2015

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

TO:

MEMBERS OF THE GOVERNING BOARD

SUBJECT:

CONTRACT AMENDMENT TO DOVETAIL FOR PROGRAM LEVEL FURNITURE, FIXTURES
AND EQUIPMENT CONSULTING SERVICES

REQUESTED ACTION:

Approval

SUMMARY:

Board approval is requested for a contract amendment to Dovetail, to provide furniture and equipment Peer Review Services for the Performing Arts Building Renovation Project to ensure compliance with District standards. This project is part of Program Level Furniture, Fixtures and Equipment Project.

On December 17, 2014, the Governing Board approved item 9(h), a contract to Dovetail for program level furniture, fixtures and equipment (FF&E) consulting services to provide Districtwide assessment, planning and development of FF&E standards and procedures. This new request will amend the previously approved contract to include peer review of the furniture, fixtures and equipment planned for the Performing Arts Renovation Project.

The Board is asked to approve this contract amendment to Dovetail in the amount of \$1,600.00.

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

Revised contract figures are as follows:

Amendment No.02 - Dovetail:

Contract Award Amount	\$ 137,000.00
Prior Amendments	\$ 30,000.00
Amendment No. 02	\$ 1,600.00
Total Change Orders	\$ 31,600.00
Revised Contract Amount	\$ 168,600.00

STUDENT SUCCESS IMPACT:

Renovating existing instructional space and equipment.

ED CODE: BOARD POLICY: ESTIMATED FISCAL IMPACT: \$1,600 Measure Q Funds

SUBMITTED BY:

STUDENT SUCCESS IMPACT:

Renovating existing instructional space and equipment.

ATTACHMENTS:

Description

- Building 1200 Proposal
- Dovetail Contract Amendment

21 October 2015

Eric Berger
Kitchell
c/o Solano Community College District
4000 Suisun Valley Road
Fairfield, CA 94534

RE: Theatre Renovation Project, Building 1200

Dear Eric,

We are pleased to submit to you our proposal to provide Peer Review Services for the Theatre Modernization Project, Building 1200 for Solano College Fairfield campus. This proposal represents a Fixed Fee for the services provided.

Should this proposal meet with the District's approval, please attach a copy of this document to your contract for the project and return to our attention. Do not hesitate to contact me immediately should you have any questions regarding this proposal. We look forward to continuing our work with your team.

Sincerely,

Stephanie O'Brien
President/CEO



PROJECT PROPOSAL

Client: **Solano Community College District**
Project: **Theatre Modernization Project, Building 1200**
Peer Review Services
Date: **October 21, 2015**

SCOPE OF WORK

Project Assumptions:

- A two story building.
- The project is currently pending construction, and users are housed in temporary locations across the college.
- IT requirements have been initially developed by District Staff.
- A FF&E plan has been created by the LPAS Project Team.
- FF&E applications include: Offices, Practice Areas, Storage Spaces, Workshop, public spaces and additional support areas.
- Scope of review to include Freestanding Furniture, Shop and Music Equipment.
- Theatre and AV Equipment details will not be reviewed due to a lack of information.

Peer Review Services shall include:

- Review of FF&E Plans and Budgetary documents for deviations from Camus Standards and potential building interface issues relative to FF&E.
- Preparation of space by space itemized report outlining recommendations for building modifications to best support future FF&E utilization within project.

Project Deliverables

Peer Review Report. All deliverables shall be provided to the client electronically, in digital format only. Report shall be issued no later than thirty (30) days following Notice to Proceed from District.

Project Changes in Scope

Client and DDCI will communicate periodically regarding consulting services noted above. When DDCI and Client determine that the scope of work has changed sufficiently to warrant a Change of Scope document, DDCI will submit a written Change Order to the client, defining scope and fee proposed. Written confirmation must be issued to DDCI by an authorized representative of the Client prior to further work being executed by DDCI staff.



Project Fee Proposal

In consideration for the completion of the above-outlined Scope of Work, Client agrees to pay DDCI \$1,600.00, inclusive of all project-related expenses.

FEE AGREEMENT

Client agrees to pay DDCI fees for services performed as outlined, including project-related expenses, which will not be billed separately.

Invoices will be generated on a monthly basis, reflecting Choose an item for the project scope defined. Client agrees that all fees are payable Net Thirty (30) days.

Failure of Client to honor billing statements in a timely fashion prior to the completion of services may constitute grounds for DDCI to cease services and/or withhold the product(s) from Client, but does not relieve Client from its obligation to pay for services rendered by DDCI.

PRESENTED BY:



Stephanie O'Brien
President/CEO
Dovetail Decision Consultants, Inc.



AMENDMENT TO AGREEMENT

PARTIES

This Second Amendment to Agreement ("Amendment") is entered into between Solano Community College District ("District") and Dovetail ("Consultant"), collectively the "Parties").

RECITALS

WHEREAS, District and Consultant entered into a Consulting Services Agreement ("Agreement"), dated December 17, 2014 for services related to Program Level Furniture, Fixtures and Equipment, and (FF&E) Consultation.

WHEREAS, District and Consultant desire to amend the Agreement to provide peer review of the furniture, fixtures and equipment planned for the Performing Arts Renovation project.

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 3 of the Agreement is amended to read in its entirety:
Compensation: District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed One Hundred Sixty Eight Thousand Six Hundred Dollars (\$168,600.00). This fee is a total of December 17, 2014 Agreement in the amount of \$137,000, Amendment #1 in the amount of \$30,000, and Amendment #2 in the amount of \$1,600.
2. The Following language is added to Exhibit A:
Consultant shall provide services and documentation for the Performing Arts Building Renovation project. Scope of work includes:
 - Review of FF&E Plans and Budgetary documents for deviations from Campus Standards and potential building interface issues relative to FF&E for offices, Practice Areas, Storage Spaces, Workshop, public spaces and additional support areas.
 - Preparation of space by space itemized report outlining recommendations for building modifications to best support future FF&E utilization within project.
 - Review all Freestanding Furniture, Shop and Music Equipment.
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: Yulian Ligioso

Print Name: _____

Print Title: Vice President, Finance and
Administration

Print Title: _____



AGENDA ITEM: 17.(j)

MEETING DATE: November 19, 2015

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

TO:

MEMBERS OF THE GOVERNING BOARD

SUBJECT:

CONTRACT AWARD TO OPTIMA INSPECTIONS, INC., FOR PROJECT INSPECTION SERVICES OF BUILDING 800 TECHNOLOGY CLASSROOMS PROJECT

REQUESTED ACTION:

SUMMARY:

Board approval is requested to award a professional services contract in the amount of \$2,400 to Optima Inspections Inc. for DSA project inspection services for the Building 800 Technology Classrooms Project, which includes mostly finish work for two existing classrooms. The scope of work of this contract includes providing onsite inspection of all construction, tests and special inspections and all other items required by the California Building Code, 2013 Edition.

Proposals were solicited from all firms in the Board approved pool of project inspection firms. Responses were received from Optima Inspections Incorporated and T.Y.R. Incorporated. Based on qualifications and price, Optima Inspections Inc. is considered the best value for this project.

The Governing Board is asked to approve a contract to Optima Inspections Inc. in the amount of \$2,400.

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

STUDENT SUCCESS IMPACT:

Enhancing instructional spaces and classrooms.

<u>ED</u>	<u>BOARD</u>	3225,	<u>ESTIMATED FISCAL</u>	<i>\$2,400 Measure Q Funds</i>
<u>CODE:</u>	<u>POLICY:</u>	3520	<u>IMPACT:</u>	

SUMBITTED BY:

STUDENT SUCCESS IMPACT:

Enhancing instructional spaces and classrooms.

ATTACHMENTS:

Description

- ▣ Optima Inspections Inc. Agreement

**INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES
(PROJECT INSPECTION SERVICES)**

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the 19TH day of November, 2015 by and between the Solano Community College District, ("District") and Optima Inspections Inc. ("Consultant" or "Inspector"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Consultant shall, as requested by the District, act as the project inspector for the Project and provide project inspection services as described herein and as further described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services").

The Services shall be performed on the following project(s)/sites(s) ("Project"):

Building 800 Technology Classrooms Project

2. **Term.** Consultant shall commence providing services under this Agreement on November 21, 2015 and will diligently perform as required and complete performance by January 20, 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 Two Thousand Four Hundred Dollars (\$2,400.00). 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.
 - 4.2. The itemized invoice shall reflect the hours spent by the Consultant in performing its Services pursuant to this Agreement. The Services shall be performed at the hourly billing rates included in **Exhibit "B."**
 - 4.3. Due to multiple funding sources for the project, Consultant shall invoice for time spent by building.
5. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District, except as follows:
 - 5.1. Not applicable.

6. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees. In the performance of the work herein contemplated, Consultant is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.

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

7.1. Not applicable.

8. **Performance of Services.**

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

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

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

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

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

9. Inspector's Authority.

- 9.1. **Full-Time Inspector under Direction of Architect.** The Inspector shall act as project inspector on a full-time, constant basis, including during off hours, and weekend hours as deemed necessary by the Inspector, the Architect and/or the District. The Inspector shall be under the direction of the Architect and is subject to the supervision of Division of the State Architect ("DSA").
- 9.2. **Authority to Reject Construction Work.** The Inspector shall not direct a contractor in the execution of the Construction Work. The Inspector does not have the authority to stop work on the Project. The Inspector shall have the authority to reject defective materials and to suspend any specific Construction Work that is being improperly performed, subject to the ultimate decision of the Architect and the District. The Inspector will have the authority to approve, disapprove, observe, and report matters pertaining to the Construction Work performed on the Project.
- 9.3. **Conflict of Interest.** The Inspector shall not have a financial or investment interest in any person, contractor, entity, or their employees, agents, or subcontractors with responsibilities for the construction of, design of, or other work or duties related to the Project. The Inspector shall not have the authority to assist any person, contractor, entity, or their employees, agents, or subcontractors in the performance of the any work on the Project. The Inspector shall not undertake any responsibilities of any person, contractor, entity, or their employees, agents, or subcontractors. It shall be understood, however, that the Inspector shall make every attempt to remove obstacles preventing the orderly progress of work on the Project.

10. **On-Site Presence.** The Inspector shall be physically present at each Site at all times necessary for performance of its duties as project inspector. The Inspector shall have personal knowledge of the Construction Work at all stages and coordinate required inspections with Contractor. The Inspector shall accompany the Architect, the District, the construction manager, or other consultants when any of them are observing the Construction Work. The Inspector shall be physically present for all concrete work and masonry work.

11. **Inspector's General Obligations, Duties, and Responsibilities.** The Inspector shall provide personal, competent, adequate and continuous construction inspections of all aspects of the Construction Work.

- 11.1. The Inspector shall endeavor to guard the District and the State of California ("State") against apparent defects and deficiencies in the Construction Work and shall act on behalf of the District to see that the Construction Work is executed and completed in accordance with the Contract Documents and applicable laws and regulations.
- 11.2. The completed work is in compliance with the approved construction documents.
- 11.3. All necessary testing and inspections are complete.
- 11.4. All necessary documents are received by the Inspector.
- 11.5. The Inspector shall obtain a copy of the approved Construction Documents from the Architect prior to the commencement of construction. The Inspector shall study and fully comprehend the requirements of the Construction Documents in order to provide competent inspection of the Construction Work. The Inspector shall consult the Architect to resolve any uncertainties in the Inspector's comprehension of the plans and specifications. The Inspector shall possess a thorough understanding of the

requirements of the plans and specifications for each portion of Construction Work before that portion of Construction Work is performed.

- 11.6. The Inspector shall meet with the District, design professionals, and contractor as needed to mutually communicate and understand the testing and inspection program and the methods of communication appropriate for the project. The Inspector shall meet with the Laboratory of Record to mutually communicate and understand the testing and inspection program and the methods of communication appropriate for the project. The Inspector shall monitor the work of the Laboratory of Record and Special Inspectors to ensure the testing and special inspection programs is satisfactorily completed, including verify code-compliant implementation of the materials testing and special inspection program, as applicable, including notification of materials testing labs, the performance of material sampling and special inspections, and the review of all material sampling and special inspection reports. The Inspector shall not be required to conduct tests that are specified in the Contract Documents to be performed by a testing or inspection laboratory or firm.
- 11.7. Inspector shall comply with all the requirements of a DSA project inspector including, without limitation, all the requirements included and/or referenced in the following forms:
 - 11.7.1. Form DSA IR A-7, Project Inspector: Certification and Approval.
 - 11.7.2. Form DSA IR A-8, Project Inspector and Assistant Inspector: Duties and Performance Rating by DSA.
 - 11.7.3. Form DSA PR 13-01, Construction Oversight Process Procedure.
 - 11.7.4. DSA 152 Manual.
- 11.8. The Inspector shall identify all non-compliant Construction Work as work on the Project progresses in order to facilitate timely corrective action.
- 11.9. The Inspector shall not authorize deviations from the Contract Documents.
- 11.10. The Inspector shall complete a Form DSA 999 at completion of project and submit to District.

12. Inspector Maintenance of Records, Job File, and Building Codes

- 12.1. **Inspection Records.** The Inspector shall maintain detailed, comprehensive, organized, accessible, and timely documentation of all inspections of the Construction Work ("Inspection Records"). The Inspection Records shall identify all compliant and non-compliant Construction Work. The Inspection Records shall include, without limitation:
 - 12.1.1. A systematic record of the inspection of all Construction Work required by the Construction Documents. The Inspector shall perform this by marking properly completed Construction Work on a set of Construction Documents to verify that the requirements of the plans and specifications have been met.
 - 12.1.2. Construction Procedure Records (Title 24, Part 1, Section 4-342(6)) including, without limitation, concrete placement operations, welding operations, pile penetration blow counts, and other records specified on the approved Construction Documents.
 - 12.1.3. The resolution of reported deviations.

12.1.4. Daily job log of the Inspector's time spent on the Site(s).

12.2. **Job File.** The Inspector shall maintain a record of its attendance on the Site(s) and shall maintain files of schedules, notes, communications, records, documents, and drawings on behalf of the District. The schedules, notes, communications, records, documents, and drawings shall be regularly reviewed with the District, shall be kept in an order as directed by the District (e.g. by date or type of transaction). The Inspector shall assist District staff in preparing quarterly progress reports to the governing board of the District. In addition, the Inspector shall organize and maintain a complete system of construction records, including, but not limited to:

- 12.2.1. Form DSA 999
- 12.2.2. Approved plans and specifications
- 12.2.3. Addenda and Revisions.
- 12.2.4. Construction Change Documents and log.
- 12.2.5. Contractor submittals (construction schedule, shop drawings, materials certificates, product labels, concrete trip tickets, etc.), as required by DSA approved specifications.
- 12.2.6. Communication log; all communications and project related meeting minutes/notes.
- 12.2.7. Notices of Deviations/Resolution of Deviations as delivered to the architect and contractor with log listing all notices with resolution status.
- 12.2.8. Evidence of continuous inspection, such as inspector daily reports.
- 12.2.9. Laboratory test and inspection reports.
- 12.2.10. Special inspection reports.
- 12.2.11. Applicable codes and referenced standards.
- 12.2.12. Any other documents required to provide a complete record of construction.

The job file shall be kept on the job site until completion of the project and readily accessible. Upon request, Inspector shall make a copy of the entire Job File available to the DSA.

All these records and all documents kept by the Inspector shall be and remain the property of the District. At the completion of the construction, Inspector shall provide a copy of the Job File, with the exception of the building codes and standards, to the District. If the Inspector is, for any reason, terminated prior to the completion of the project, Inspector must ensure transfer of the Job File to the assuming Project Inspector and to the District.

12.3. **Building Codes.** In addition to the above documents, the Inspector shall keep at the Site(s), a copy of all applicable building codes and regulations necessary to perform required inspections, including, without limitation, the following parts of Title 24 of the California Code of Regulations in the edition referenced in the Contract Documents:

- 12.3.1. Title 24, Part 1 (Administrative Code)
- 12.3.2. Title 24, Part 2, Volumes 1, 2, and 3 (Building Code)
- 12.3.3. Title 24, Part 3 (Electrical Code)
- 12.3.4. Title 24, Part 4 (Mechanical Code)
- 12.3.5. Title 24, Part 5 (Plumbing Code)
- 12.3.6. Title 24, Part 6 (Energy Code)

13. Communications, Reporting, and Notifications

- 13.1. **Notification of District and Architect.** The Inspector shall immediately report to the District, the Architect, and the construction manager any failure by any contractor or subcontractor to comply with the Contract Documents, or any attempted substitutions of required materials and/or workmanship in any portion of the Construction Work. The Inspector shall inform the District, the Architect, and the construction manager of any conflicts, ambiguity, and/or inconsistencies in the Contract Documents and of any interpretations, suggestions, comments, and/or criticisms the Inspector has related to the Project or the Contract Documents. The Inspector shall advise the District of needed inspections related to the status of the Construction Work, and the District shall provide the schedule of Construction Work to the Inspector so that both Parties arrange timely inspections.
- 13.2. **Deviation Notification of Contractor(s).** The Inspector shall notify a contractor verbally and in writing of any deviations from the approved Contract Documents by that contractor or its subcontractors. Deviations include both construction deviations and material deficiencies. If the contractor does not correct the deviation within a reasonable time frame after the verbal notice, then the Inspector shall promptly issue a written notice of deviation to the contractor using form DSA 154, or more current form, with a copy sent to the District, the Architect, the construction manager, if any. The Inspector shall promptly issue a written notice of resolution to the contractor using the original form DSA 154 that reported the deviations, with a copy sent to the District, the Architect, the construction manager, if any.
- 13.3. **Contractor Inquiries.** Contractors are expected to direct inquiries regarding Construction Document interpretation to the Architect through the Inspector or the Construction Manager (if applicable), including the contractor's uncertainties regarding the Construction Documents. The Inspector shall document these inquiries and immediately forward them to the Architect for response.
- 13.4. **Construction Manager.** The Inspector shall also work with the construction manager if the District uses a construction manager on any portion of the Project. If the District does not use a construction manager on the Project, then all references to a construction manager herein shall mean the District.

14. Inspector Responsibilities for Forms and Reports

- 14.1. **Verified Reports.** The Inspector shall submit verified reports directly to the Architect and the District upon any of the following events occurring:
 - 14.1.1. Work on the project is suspended for a period of more than one (1) month.
 - 14.1.2. The services of the Inspector are terminated for any reason prior to the completion of the project.
 - 14.1.3. At the time of occupancy of any building, or portion of a building, involved in the project prior to the completion of the entire approved scope of work.
 - 14.1.4. When the construction is sufficiently complete, in accordance with the approved construction documents, so that the District can occupy or utilize the project.
- 14.2. **All Other Reports.** In addition, the Inspector shall initiate and file with DSA prior to their due date, any other Project-related, forms, required of contractors, subcontractors, testing and inspection laboratories, and the District. The Inspector shall prepare and forward to the District, Architect, and DSA all other reports required by Title 24 of the California Code of Regulations, the State, and/or DSA.

15. **Inspector Responsibilities for Laboratory Structural Tests.** The Inspector shall initiate and expedite testing by independent test laboratories and shall maintain all necessary back up information for special inspection invoice processing, and shall be responsible for the sequential progress of the Project related to the test lab reports.
16. **Inspector Responsibilities at Beginning of Occupancy.** The Inspector shall observe the District's occupancy or movement of District-furnished equipment to each Site before completion and record and report any damages occurring so any claims may be fully documented.
17. **Compliance with Applicable Laws.** The Inspector shall conform to the following specific rules and regulations as well as all other applicable laws, ordinances, rules, and regulations. Nothing in the drawings, plans and specifications is to be construed to permit Construction Work not conforming to these codes.
 - 17.1. California Code of Regulations, Title 24, including amendments, in the edition referenced in the Contract Documents.
 - 17.2. Regulations of the State Fire Marshall (Title 19, California Code of Regulations) and applicable local fire safety codes.
 - 17.3. Labor Code of the State of California - Division 2, Part 7, Public Works and Public Agencies.
 - 17.4. Education Code of the State of California
 - 17.5. Industrial Accident Commission's Safety Orders, State of California.
 - 17.6. National Electrical Safety Code, U. S. Department of Commerce.
 - 17.7. National Board of Fire Underwriters' Regulations.
 - 17.8. Manual of Accident Prevention in Construction, latest edition, published by the American General Contractors of America.

The Inspector certifies that it is aware of the provisions of California Labor Code, the California Code of Regulations, and/or precedential decisions of the California Department of Industrial Relations and/or any of its subsidiary divisions that require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). Since the Inspector is performing Services as part of an applicable "public works" or "maintenance" project, and since the total compensation is \$1,000 or more, the Inspector agrees to fully comply with and to require its consultant(s) to fully comply with all applicable Prevailing Wage Laws.

18. **Extended Services.** The Inspector shall provide additional extended Services for the Project made necessary by Construction Work damaged by fire or other Acts of God during construction, or prolongation of the initial construction contract time beyond the construction contract time schedule.
19. **Inspector Certification.** The Inspector shall provide the District a copy of documents satisfactory to the District certifying that the Inspector holds proper state certification and approval by DSA to perform the required Services for this Agreement. The Inspector shall also provide any other documents or certification requested by the District. The Inspector shall initiate and provide the District with Form DSA-5, or more current qualification/certification form.
20. **Substitute Inspector and/or Assistant Inspector.** The Inspector shall provide the Services throughout the term of this Agreement, and shall not delegate its duties without the full knowledge and prior written consent of the District. In the event of the Inspector's absence for more than two (2) consecutive days or unavailability for scheduled inspections, the Inspector, at no cost to the District, shall secure a substitute inspector and/or assistant inspector who shall be appropriately certified, approved by DSA, and pre-approved in writing

by the District, to perform the Services. Certification documents for the approved substitute inspector(s) and/or assistant inspector(s) shall be presented to the District within thirty (30) working days after the date of this Agreement. All substitute inspector(s) and assistant inspector(s) shall be obligated to perform the Services while performing any work on the Project. The Inspector shall provide technical guidance and monitoring of all substitute inspector(s) and assistant inspector(s).

21. **Other Jobs Outside of the Project.** The Inspector shall be required to work full-time on the Project, and shall not work on or be under contract for another project without prior written approval from the District, and without a reduction in compensation proportionate to the amount of time Inspector is required to be absent for responsibilities to another project.

21.1. In the event that this Agreement involves a company of inspectors, a DSA-approved inspector shall be designated as the Inspector for the District, and shall be on constant duty at each Site as described in this Agreement.

21.2. The Inspector shall have the right to request and obtain an uncompensated release for a reasonable amount of time to fulfill unavoidable duties on other incomplete projects in progress at the beginning of the Project.

22. **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.

23. **Termination.**

23.1. **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.

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

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

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

23.2.3. 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.

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

25. **Insurance.**

25.1. 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

25.1.1. **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.)

25.1.2. **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.

25.1.3. **Professional Liability (Errors and Omissions).** Professional Liability Insurance as appropriate to the Consultant's profession.

25.2. **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:

25.2.1. 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."

25.2.2. 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.

25.2.3. 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.

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

25.3. **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.

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

27. **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.

28. **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.

29. **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.

30. **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).
31. **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.
32. **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:
- 32.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.
- 32.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
33. **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.
34. **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.
35. **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
 Email: jason.yi@solano.edu
 ATTN: Jason Yi

Consultant:

Optima Inspections Inc.
 433 33rd Street
 Sacramento, California 95816
 Email: dond@surewest.net
 ATTN: Don Dumford

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.

36. **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.
37. **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.
38. **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.
39. **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.
40. **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.
41. **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.
42. **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.
43. **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.
44. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
45. **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.
46. **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.
47. **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: YULIAN LIGIOSO

Print Name: _____

Print Title: VP, Finance & Administration

Print Title: _____

Information regarding Consultant:

License No.: _____

Federal Tax ID # _____ :

DIR No.: _____

Employer Identification and/or
Social Security Number

Address: _____

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.

Telephone: _____

Facsimile: _____

E-Mail: _____

Type of Business Entity:

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

Type of Certification (if any):

- ____ SBE
- ____ MBE
- ____ WBE
- ____ DBE
- ____ DVBE
- ____ Other: _____

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

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

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

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

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

Date: _____

Name of Consultant: _____

Signature: _____

Print Name and Title: _____

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

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

Consultant will provide inspection services for the Buildings 1600, 1800-A and 1900 Re-roofing Project. The Selected entity will serve as the Project Inspector (PI) for the District at the project site. The PI will verify compliance with code, plans, specifications and quality control required for a public works facility and DSA. The PI will issue correction and stop-work notices if work does not conform to approved contract documents, and will notify the construction contractor, construction manager, program manager and District in writing.

- 1.1. **Observation of the Construction.** Consultant shall maintain such personal contact with the Project as is necessary to assure themselves of compliance, in every material respect, with the approved construction documents. Personal contact shall include visits to the project site by the Consultant or its qualified representative to observe construction.

- 1.2. **Final Verified Report.** Consultant shall submit Verified Reports (form DSA 999 or more current form) to the District if any of the following events occur: (1) when construction is sufficiently complete in accordance with the approved construction documents so that the District can occupy or utilize the Project, (2) work on the Project is suspended for a period of more than one month, or (3) the services of the Consultant are terminated for any reason prior to completion of the Project.

EXHIBIT "B"

HOURLY BILLING RATE

Title	Hourly Rate
Inspector	\$80.00



AGENDA ITEM: 17.(k)

MEETING DATE: November 19, 2015

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

TO:

MEMBERS OF THE GOVERNING BOARD

SUBJECT:

DOOLITTLE LEARNING CENTER – PAYMENT OF SOLANO COMMUNITY COLLEGE DISTRICT PRO RATA COSTS FOR LAND ACQUISITION TO JIMMY DOOLITTLE CENTER

REQUESTED ACTION:

Approval

SUMMARY:

Board approval is requested for payment to Jimmy Doolittle Center as reimbursement of SCC pro rata costs for land acquisition previously paid on behalf of SCCD, as required within the Property Purchase Funding Contract For The New SCCD Aeronautics Hanger At Nut Tree Airport, as approved by the Board as agenda item 11(n) at the December 18, 2013 BOT meeting. The contract identifies the SCCD pro rata share as 52.28% due to parcel size and includes payment for all costs, expenses, real property taxes and assessments and liabilities associated with encumbrances and liabilities associated with acquisition of the property and as listed in Exhibit “C” to the contract. This request is specifically to reimburse Jimmy Doolittle Center for the pro rata costs attributable to SCCD for acquisition of the property. SCCD pro rata costs for obligations and encumbrances related to Exhibit “C” will be paid as required in the future as they become known.

The Board is asked to approve reimbursement payment to Jimmy Doolittle Center in the amount of \$100,487.48

STUDENT SUCCESS IMPACT:

N/A

ED CODE: BOARD POLICY: ESTIMATED FISCAL IMPACT: \$100,487.48 Measure Q Funds

SUBMITTED BY:

STUDENT SUCCESS IMPACT:

N/A

ATTACHMENTS:

Description

- Land Acquisition Pro rata costs

Jimmy Doolittle Center and Solano Community College District - Aeronautics Land Acquisition Pro Rata Cost Summary

Vendor	Invoice #	Invoice Date	Total Amount	SCC %	SCC Total	Notes
JRDV Architects	5453	7/1/2015	\$2,750.00	100%	\$2,750.00	Caltrans revisions for SCC
JRDV Architects	40989	09/04/13	\$25,000.00	40.0%	\$10,000.00	Preliminary Master Plan JDC/SCC
Placer Title	2710219101 & P-109030	11/20/2013 & 9/16/15	\$4,603.65	52.8%	\$2,430.73	Mandatory disclosure report
Mead & Hunt	240145 & 241573	12/6/13 & 02/13/14	\$9,200.00	52.8%	\$4,857.60	ALUC - Land Use Report, AMT School & Airspace concerns
Mead & Hunt	242071	03/11/14	\$812.50	75.0%	\$609.38	ALUC - Presenting
Mead & Hunt	253901	06/30/15	\$3,465.00	100.0%	\$3,465.00	Caltrans Aeronautics issues
Stantec	753036	12/19/13	\$3,000.00	52.8%	\$1,584.00	ESA - Phase 1 Report
Hawkins Land Surveying	843, 845 & 855	1/15/2014, 02/04/14 & 02/26/14	\$6,537.50	52.8%	\$3,451.80	Topographic map, Staking Property Corners, Lot line adjustment
Boutin Jones	70834, 71630, 73698, 76865 & 76084	01/17/14, 02/13/14, 08/14/15, 09/15/14, & 08/15/15	\$41,571.00	52.8%	\$21,949.49	Land acquisition, Capretta trespass, Temp and permanent Easements, lease agreements
City of Vacaville		03/05/14	\$1,074.00	52.8%	\$567.07	Lot line adjustment application
Solano County		10/14/14	\$61.00	52.8%	\$32.21	Temporary Easement Agreement
Maxine Scheer	JDC ck# 5333 & SCC Po-151119	2/2/2015 7 02/10/15	\$10,933.01	100.0%	\$10,933.01	JDC/SCC retainer for scans and research, Aeronautics EMP, Industry scan & expense
Solano County Assessor		9/16/2015 & 9/31/15	\$71,699.25	52.8%	\$37,857.20	Property Taxes & Assessments - 2013 second half and 2014-15 both installments for Parcels 54 & 55
TOTAL			\$177,956.91		\$100,487.48	



AGENDA ITEM: 17.(I)
MEETING DATE: November 19, 2015

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

TO:

MEMBERS OF THE GOVERNING BOARD

SUBJECT:

**LEASE AGREEMENT AMENDMENT II TO 88/12, A CALIFORNIA LIMITED PARTNERSHIP
FOR SUITES 201 AND 203 AT 360 CAMPUS LANE, FAIRFIELD, CALIFORNIA**

REQUESTED ACTION:

Approval

SUMMARY:

Board approval is requested for Amendment II to the lease of Suites 201 and 203 at 360 Campus Lane, which is located in the office park directly south of the Fairfield Campus. This amendment extends the lease from July 1, 2016 to June 30, 2017 for approximately 17,626 rentable square feet on the second floor of the building. Base rent will be \$1.58 per square foot monthly. Additionally, the prorated share of building operating expenses and utilities are projected to be approximately \$7,000 per year.

Space in this building is being utilized for swing space for performing arts functions, and for Measure Q program management and construction management teams. The existing lease term extends to June 30, 2016. An additional one year period is needed for swing space for performing arts due to the projected completion date of the B1200 Performing Arts Renovation Project. Program management and construction management teams will also continue to office in the building through the additional year.

Staff will be present to answer questions from the Governing Board.

The Board is asked to approve Amendment II, which extends the term of the lease by one year for Suites 201 and 203 Located at 360 Campus Lane, Fairfield, California.

STUDENT SUCCESS IMPACT:

Help our students achieve their educational, professional and personal goals

ED CODE: BOARD POLICY: ESTIMATED FISCAL IMPACT: \$344,700 Measure Q Funds

SUMBITTED BY:

STUDENT SUCCESS IMPACT:

Help our students achieve their educational, professional and personal goals

ATTACHMENTS:

Description

- ☐ 360 Campus Lane Lease Amendment II

Amendment II
To
Standard Multi-Tenant Office Lease - Net

This is an Amendment to the Standard Multi-Tenant Office Lease - Net (the "Amendment II") is attached to, made a part of, and incorporated into that certain Standard Multi-Tenant Office Lease - Net (the "Standard Lease") dated May 1, 2013 by and between 88/12, a California limited partnership dba Garaventa Properties ("Lessor") as Lessor, and Solano Community College District ("Lessee") as Lessee, covering the Premises known 360 Campus Lane, City of Fairfield, County of Solano, State of California.

If any portion of the Standard Lease and Amendment I should conflict with the terms of this Amendment II, the terms of this Amendment II shall control.

Defined terms not otherwise defined in this Amendment II shall have the meanings ascribed to such terms in the Standard Lease.

All references to the "Lease" in the Standard Lease and Amendment I shall mean, collectively the Standard Lease as modified by Amendment II.

Additional Provisions:

1. Lessee hereby exercises the Option contained in Section 54 of the Lease. The term is hereby reduced to one (1) year at the following rent:

<u>Months</u>	<u>NNN Rent PSF Per Month</u>	<u>NNN Rent per Month</u>
07/01/2016 - 06/30/2017	\$1.58	\$28,138.00

2. All other provisions of the Lease remain unchanged.

LESSOR:

88/12, A CALIFORNIA LIMITED PARTNERSHIP SOLANO COMMUNITY COLLEGE DISTRICT
D.B.A. GARAVENTA PROPERTIES

By:  By: _____
Joseph Garaventa

Date: November 19, 2015 Date: _____

Initials



AGENDA ITEM: 17.(m)
MEETING DATE: November 19, 2015

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

TO:

MEMBERS OF THE GOVERNING BOARD

SUBJECT:

**CONTRACT AWARD TO CORNERSTONE TECHNOLOGIES LLC, FOR VALLEJO VDI
DEPLOYMENT SERVICES FOR THE INFORMATION TECHNOLOGY INFRASTRUCTURE
IMPROVEMENTS PROJECT**

REQUESTED ACTION:

Approval

SUMMARY:

Board approval is requested for the contract award to Cornerstone Technologies LLC, to provide professional services as part of the Information Technology Infrastructure Improvements Project. The scope of work includes providing implementation and deployment services to virtualize the desktop environment at the Vallejo Center. Cornerstone Technologies is an authorized partner with Dell under State Contract number 7-15-70-34-003. The Board is asked to approve a contract with Cornerstone Technologies in the amount of \$30,600.

STUDENT SUCCESS IMPACT:

Update and increase network infrastructure capacity.

ED CODE: BOARD POLICY: ESTIMATED FISCAL IMPACT: \$30,600 Measure Q Funds

SUMBITTED BY:

STUDENT SUCCESS IMPACT:

Update and increase network infrastructure capacity.

ATTACHMENTS:

Description

- ☐ Cornerstone Technologies Agreement

INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the 19th day of November, 2015 by and between the Solano Community College District, ("District") and Cornerstone Technologies, LLC ("Consultant"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Consultant shall provide Information Technology engineering services as further described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services").
2. **Term.** Consultant shall commence providing services under this Agreement on November 19, 2015 and will diligently perform as required and complete performance by January 4, 2016, unless this Agreement is terminated and/or otherwise cancelled prior to that time.
3. **Submittal of Documents.** The Consultant shall not commence the Services under this Agreement until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

- 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 Thirty Thousand Six Hundred Dollars (\$30,600.00). 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.
5. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District, except as follows:
 - 5.1. Not applicable.
6. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees. In the performance of the work herein contemplated, Consultant is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.

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

7.1. Not Applicable.

8. **Performance of Services.**

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

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

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

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

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

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

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

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

provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

12. Termination.

- 12.1. **For Convenience by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.
- 12.2. **For Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - 12.2.1. material violation of this Agreement by the Consultant; or
 - 12.2.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or
 - 12.2.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

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

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

14. Insurance.

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

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

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

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

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

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

14.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

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

14.2.3. An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An

endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.

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

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

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

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

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

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

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

20. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

21. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:

21.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.

21.2. Announced and unannounced observance of Consultant, Consultant's employee(s),

and/or subcontractor(s).

22. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
23. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
24. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District:

Solano Community College District
c/o Kitchell
360 Campus Lane, Suite 203
Fairfield, California 94534

ATTN: Eric Berger
Email: eric.berger@solano.edu

Consultant:

Cornerstone Technologies, LLC
1500 East Hamilton Avenue, Suite 109
Campbell, California 95008

ATTN: Jason Brown
Email: jbrown@gocstech.com

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: Yulian Ligioso

Print Name: _____

Print Title: Vice President, Finance and Administration

Print Title: _____

Information regarding Consultant:

License No.: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail: _____

Type of Business Entity:

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

Employer Identification and/or
Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the 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 Architect shall provide the necessary services to provide a fully operational desktop virtualization environment at Solano Community Colleges Vallejo Center. Services shall include be not be limited to:

1. Assessment & Preparation
 - a. Review infrastructure diagrams of existing environment using customer documentation
 - b. Validate datacenter site readiness for hardware to be installed
 - c. Complete Datacenter Environment Survey with customer for VRTX expansion and Hyper-V installation
 - d. Review applications to be supported in the VDI environment and determine readiness and compatibility for VDI (Customer to provide full list of applications used in the environment)
 - e. Complete VDI Environment Survey with Customer

2. Design
 - a. Develop visual diagrams representing end state
 - b. Discuss and present design options in "whiteboard" session with Customer
 - c. Document scope of systems impacted requiring changes (Active Directory, network, etc.)
 - d. Document system design and receive client approval
 - e. DELIVERABLE: Document – Design and Configuration Diagrams

3. Engineering & Deployment (Datacenter Infrastructure and VDI Core)
 - a. Reconfigure existing VRTX environment to reduce drive allocation to existing pools and make additional drives available for a new storage pool for additional servers
 - b. Setup two additional VRTX blade servers
 - i. Connect and Configure iDRAC interfaces in management network
 - ii. Install and power test up two(2) blade servers
 - iii. Connect and configure network interfaces
 - iv. Setup and configure storage system according to approved design
 - v. Install and setup hypervisor
 - c. Setup Hypervisors to support VDI environment
 - i. Setup MS Hyper-V
 - ii. Setup StorageSpaces for aggregate storage and tiered performance
 - iii. Setup base VM and prepare for VM migration
 - iv. Setup VMs to support vWorkspace role servers
 - v. Setup virtual networks for general datacenter access and public access for VDI Web Access servers
 - d. Setup full vWorkspace system using Advanced Method of installation
 - e. Create client deployment package for Customer to deploy to end points (includes necessary agents)
 - f. Setup vWorkspace roles
 - g. Setup vWorkspace management database using SQL Server Express Edition provided by vWorkspace
 - h. Setup privileges for AD groups defined by Customer
 - i. Setup RDSH host server
 - j. Setup and configure Unidesk
 - k. Setup of a single base non-persistent Windows VM
 - l. Setup no more than 3 base persistent Windows VM

4. Engineering & Deployment (Applications and Peripherals)
 - a. Review application inventory and utilization (data to be provided by Customer)
 - b. Determine application provisioning methods to employ for each application
 - c. Setup applications
 - d. Deploying using UniDesk, setup no more than two application layers
 - e. Review peripheral (e.g. printers) inventory provided by Customer
 - f. Determine driver installation methods best to employ in the environment

5. Testing & Verification
 - a. Perform test of system functionality limited to:
 - i. Access to desktop/applications from workstation inside the network
 - ii. Web access to desktop/applications from workstation outside the network
 - iii. Preservation of user persona after logoff and login from another station
 - iv. Access to desktop/application from Wyse thin-client
 - b. Review and analyze logs and report any relevant findings to Customer
 - c. Review and analyze performance during testing

6. Knowledge Transfer & Documentation
 - a. Deliver diagrams of end state environment to Customer
 - b. Provide operational admin knowledge sharing session
 - c. Provide customer with links to recommended online resources for Dell vWorkspace
 - d. Final review of project results and system design

7. Post-Deployment Support
 - a. Limited to the original configuration set up by Cornerstone Technologies
 - b. Customer must allow remote access to FogLight console

8. Oversight and Management
 - a. Provide technical project oversight by solutions architect and senior management with escalation paths defined



AGENDA ITEM: 17.(n)
MEETING DATE: November 19, 2015

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

TO:

MEMBERS OF THE GOVERNING BOARD

SUBJECT:

**CONTRACT AWARD TO DECORATOR DRAPERIES FOR CONSTRUCTION SERVICES
FOR B1200 RENOVATION SWING SPACE PROJECT**

REQUESTED ACTION:

Approval

SUMMARY:

Board approval is requested for award of a contract to Decorator Draperies for the B1200 Renovation Swing Space Project. The scope of work includes providing and installing new blackout window shades in the Teacher’s Lounge of Building 1400, which is serving as swing space.

Three bids were received: Blind Butler, MVT, and Decorator Draperies. The lowest responsive, responsible bidder was Decorator Draperies with a proposal of \$5,381.

The Board is asked to approve a contract to Decorator Draperies, in the amount of \$5,381.

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

STUDENT SUCCESS IMPACT:

Enhancing instructional spaces and classrooms.

ED BOARD 3225, ESTIMATED FISCAL \$5,381 Measure Q
CODE: POLICY: 3520 IMPACT: Funds

SUBMITTED BY:

STUDENT SUCCESS IMPACT:

Enhancing instructional spaces and classrooms.

ATTACHMENTS:

Description

- Decorator Draperies Contract

AGREEMENT FOR CONSTRUCTION SERVICES (SMALL PROJECTS)

AGREEMENT NUMBER 01

THIS CONTRACT is made and entered into this on the 19th of November 2015, by and between Decorator Draperies ("Contractor") and Solano Community College District ("District") ("Contract").

1. The Contractor shall furnish to the District for a total price of Five Thousand Three Hundred and Eighty One Dollars (\$5,381.00) ("Contract Price"), the following services ("Services" or "Work"):

Provide and install blackout shades in the teacher's lounge in building 1400.

5 sets of windows

3 sets of double doors

3 sets of windows above the double doors

2. Contractor shall perform the Work at Fairfield Campus for Solano Community College, Building 1400 ("Site"). The Project is the scope of Work performed at the Site.
3. Work shall be completed no later than January 15th, 2016 ("Contract Time").
4. Contractor agrees that if the Work is not completed within the Contract Time and/or pursuant to the completion schedule, construction schedule, or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged, and agreed that the District will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Contractor shall pay to the District, as fixed and liquidated damages for these incalculable damages, the sum of Fifty Dollars (\$50.00) per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule, or project milestones established pursuant to the Contract.

5. The Contract Documents include only the following documents, as indicated:

<input type="checkbox"/> Notice to Bidders	<input checked="" type="checkbox"/> Asbestos & Other Hazardous Materials Certification
<input type="checkbox"/> Instructions to Bidders	<input type="checkbox"/> Lead-Product(s) Certification
<input type="checkbox"/> Bid Form and Proposal	<input type="checkbox"/> Roofing Project Certification
<input type="checkbox"/> Bid Bond	<input checked="" type="checkbox"/> Insurance Certificates and Endorsements
<input type="checkbox"/> Designated Subcontractors List	<input checked="" type="checkbox"/> Performance Bond
<input type="checkbox"/> Notice to Proceed	<input type="checkbox"/> Payment Bond
<input checked="" type="checkbox"/> Terms and Conditions to Contract	<input type="checkbox"/> Specifications
<input checked="" type="checkbox"/> Non-collusion Declaration	<input type="checkbox"/> Plans
<input checked="" type="checkbox"/> Prevailing Wage Certification	<input type="checkbox"/> Exhibit "A" ("Scope of Work")
<input checked="" type="checkbox"/> Workers' Compensation Certification	<input type="checkbox"/> _____ [Other]
<input type="checkbox"/> Drug-Free Workplace Certification	<input type="checkbox"/> _____ [Other]
<input type="checkbox"/> Tobacco-Free Environment Certification	<input type="checkbox"/> _____ [Other]

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

11.

District

Solano Community College District
 c/o Kitchell CEM
 360 Campus Lane, Suite 203
 Fairfield, California 94534

ATTN: Pam Kinzie

Contractor

Decorator Draperies
 5250 Renaissance Way
 El Dorado Hills, CA 95762

ATTN: Craig Slinger

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

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

15. By signing this Agreement, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct.

ACCEPTED AND AGREED on the date indicated below:

Dated: _____, 20__

Solano Community College District

Signature: _____

Print Name: YULIAN LIGIOSO

Print Title: VP, Finance & Administration

Address: _____

Telephone: _____

Facsimile: _____

E-Mail: _____

Dated: _____, 20__

Contractor: _____

Signature: _____

Print Name: _____

Print Title: _____

License No.: _____

Registration No.: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail: _____

Information regarding Contractor:

Type of Business Entity:

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

Employer Identification and/or
Social Security Number

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

TERMS AND CONDITIONS TO CONTRACT

1. **NOTICE TO PROCEED:** District shall provide a Notice to Proceed to Contractor pursuant to the Contract at which time Contractor shall proceed with the Work.
2. **STANDARD OF CARE:** Contractor shall perform, diligently prosecute and complete the Work in a good and workmanlike manner within the Contract Time, and in strict conformity with all Contract Documents.
3. **SITE EXAMINATION:** Contractor has examined the Site and certifies that it accepts all measurements, specifications and conditions affecting the Work to be performed at the Site. By submitting its quote, Contractor warrants that it has made all Site examination(s) that it deems necessary as to the condition of the Site, its accessibility for materials, workers and utilities, and Contractor's ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site.
4. **PERMITS, LICENSES AND REGISTRATION:** Contractor and all of its employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, all licenses, registration and permits as are required by law, in connection with the furnishing of materials, supplies, or services herein listed.
5. **EQUIPMENT AND LABOR:** Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in the Work specifications attached hereto.
6. **SUBSTITUTIONS:** No substitutions of material from those specified in the Work Specifications shall be made without the prior written approval of the District. Contractor shall be responsible for any re-design costs occasioned by District's acceptance and/or approval of any substitute, as well as any costs that the District incurs for professional services, including DSA fees. District may deduct those costs from any amounts owing to Contractor for the review of the request for substitution, even if the request for substitution is not approved. Contractor shall, in the event that a substitute is less costly than that specified, credit the District with one-hundred percent (100%) of the net difference between the substitute and the originally specified material.
7. **INDEPENDENT CONTRACTOR STATUS:** While engaged in carrying out the Services of this Contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District. Contractor shall be solely responsible for its own Worker's Compensation insurance, taxes, and other similar charges or obligations. Contractor shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.
8. **CONTRACTOR SUPERVISION:** Contractor shall provide competent supervision of personnel employed on the job Site, use of equipment, and quality of workmanship.
9. **WORKERS:** Contractor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without written consent from the District.
10. **SUBCONTRACTORS:** Subcontractors, if any, engaged by the Contractor for any Service or Work under this Contract shall be subject to the approval of the District. Contractor agrees to bind every subcontractor by the terms of the Contract as far as such terms are applicable to subcontractor's work, including, without limitation, all indemnification, insurance, bond, and warranty requirements. If Contractor shall subcontract any part of this Contract, Contractor shall be fully responsible to the District for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in the Contract Documents shall create any contractual relations between any subcontractor and the District.
11. **SAFETY AND SECURITY:** Contractor is responsible for maintaining safety in the performance of this Contract. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on campus.

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

valuations. Contractor also agrees to provide the District with all information requested to substantiate the cost of the change order and to inform the District whether the Work will be done by the Contractor or a subcontractor. In addition to any other information requested, Contractor shall submit, prior to approval of the change order, its request for a time extension (if any), as well as all information necessary to substantiate its belief that such change will delay the completion of the Work. If Contractor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.

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

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

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

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

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

- 27.2 **Proof of Carriage of Insurance.** The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:
- 27.2.1 A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
 - 27.2.2 Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
 - 27.2.3 An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.
 - 27.2.4 All policies except the Professional Liability, Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.
- 27.3 **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District

28. **WARRANTY/QUALITY:** Unless a longer warranty is called for elsewhere in the Contract Documents, the Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from filing the Notice of Completion with the county in which the Site is located. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.
29. **CONFIDENTIALITY:** The Contractor shall maintain the confidentiality of all information, documents, programs, procedures, and all other items that Contractor encounters while performing the Contractor's Services to the extent allowed by law. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes all student, parent, and disciplinary information.
30. **COMPLIANCE WITH LAWS:** Contractor shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.
31. **LABOR CODE REQUIREMENTS:** The Contractor shall comply with all applicable provisions of the California Labor Code, Division 3, Part 7, Chapter 1, Articles 1 – 5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars (\$1,000). Copies of the prevailing rate of per diem wages are on file with the District. In addition, the Contractor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the California Labor Code, beginning with Section 1720, and including Section 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to

comply may result in penalties, including loss of the right to bid on or receive public works contracts.

- 31.1 **Labor Compliance:** Contractor specifically acknowledges and understands that the Contractor shall perform the Work of the Project while complying with all the applicable regulations, including section 16000, et seq., of Title 8 of the California Code of Regulations and is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations.
- 31.2 **Certified Payroll Records:** Contractor and its subcontractor(s) shall keep accurate certified payroll records of workers using the Public Work Payroll Reporting Form, including the certification (DIR Form A-1-131 or current version) and shall electronically submit certified payroll records directly to the Labor Commissioner weekly and within ten (10) days of any request by the District or the Labor Commissioner.
32. **ANTI-DISCRIMINATION:** It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Consultant agrees to require like compliance by all of its subcontractor(s).
33. **ANTI-TRUST CLAIM:** Contractor and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the parties.
34. **DISPUTES:** In the event of a dispute between the parties as to performance of the Work, the interpretation of this Contract, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code section 20104, et seq., if applicable. Pending resolution of the dispute, Contractor agrees it will neither rescind the Contract nor stop the progress of the Work, but will allow determination 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 _____ of _____,
(Title) (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 monitoring and enforcement by the Department of Industrial Relations.

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: _____



AGENDA ITEM: 17.(o)
MEETING DATE: November 19, 2015

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

TO:

MEMBERS OF THE GOVERNING BOARD

SUBJECT:

**CONTRACT AWARD TO ALL CLEAR INC. FOR CONSTRUCTION SERVICES FOR
HORTICULTURE SITE TREE REMOVAL PROJECT**

REQUESTED ACTION:

Approval

SUMMARY:

Board approval is requested for award of a construction contract to All Clear Inc. for Horticulture Site Tree Removal Project. On October 30th a public bid opening was held and All Clear Inc. was the lowest responsive bidder with a bid of \$39,200.

The Board is asked to approve a contract to All Clear Inc. in the amount of \$39,200.

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

STUDENT SUCCESS IMPACT:

Enhancing instructional spaces and classrooms

ED BOARD 3225, ESTIMATED FISCAL \$39,200 Measure Q

CODE:

POLICY:

3520

IMPACT:

Funds

SUMBITTED BY:

ATTACHMENTS:

Description

- All Clear Inc. Agreement
- All Clear Inc. Notice of Award

AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO THIS 19th DAY OF November, 2015, by and between the Solano Community College District ("District") and All Clear Inc. ("Contractor") ("Agreement").

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

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

PROJECT: Horticulture Site Tree Removal Project

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

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

- 2. **The Contract Documents:** The complete Contract consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
- 3. **Interpretation of Contract Documents:** Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 18 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.
- 4. **Time for Completion:** It is hereby understood and agreed that the work under this contract shall be completed within NINETY (90) consecutive calendar days ("Contract Time") from the date specified in the District's Notice to Proceed.
- 5. **Completion-Extension of Time:** Should the Contractor fail to complete this Contract, and the Work provided herein, within the time fixed for completion, due

allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its work with the Work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.

6. **Liquidated Damages:** Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of Five Hundred dollars (\$500.00) per day as liquidated damages for each and every day's delay beyond the time herein prescribed in finishing the Work.

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

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

The time during which the Contract is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as the District may grant. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

7. **Loss Or Damage:** The District and its authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold the District and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever.
8. **Insurance and Bonds:** Before commencing the Work, Contractor shall provide all required certificates of insurance, and payment and performance bonds as evidence thereof.
9. **Prosecution of Work:** If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this contract, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
10. **Authority of Architect, Project Inspector, and DSA:** Contractor hereby acknowledges that the Architect(s), the Project Inspector(s), and the Division of the State Architect have authority to approve and/or stop Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the

California Code of Regulations, and all applicable laws. The Contractor shall be liable for any delay caused by its non-compliant Work.

11. **Assignment of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.
12. **Classification of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type B Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.
13. **Registration as Public Works Contractor:** The Contractor and all Subcontractors currently are registered as public works contractors with the Department of Industrial Relations, State of California, in accordance with Labor Code section 1771.4.
14. **Payment of Prevailing Wages:** The Contractor and all Subcontractors shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.
15. **Labor Compliance:** This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4 and Title 8 of the California Code of Regulations. Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of Division 2, Part 7, Chapter 1, of the Labor Code, including, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate electronic certified payroll records as required by the Contract Documents, or the District may not issue payment.
16. **Contract Price:** In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

Thirty Nine Thousand Two Hundred Dollars

(\$39,200.00),

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

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

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

CONTRACTOR

DISTRICT

All Clear Inc.

SOLANO COMMUNITY COLLEGE DISTRICT

By: _____

By: _____

Title: _____

Yulian Ligioso
Title: VP, FINANCE & ADMINISTRATION

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

END OF DOCUMENT

NOTICE OF AWARD

Dated: November 19, 2015

To: All Clear Inc.
(Contractor)

To: P.O. Box 326, Rescue, CA 95672
(Address)

From: Governing Board ("Board") of Solano Community College District ("District" or "Owner")

PROJECT: Horticulture Site Tree Removal (Project #16-005) ("Project" or "Contract").

Contractor has been awarded the referenced Contract on November 19, 2015, by action of the District's Board.

The Contract Price is Thirty Nine Thousand Two Hundred Dollars (\$39,200.00).

Three (3) copies of each of the Contract Documents (except Drawings) accompany this Notice of Award. Three (3) sets of the Drawings will be delivered separately or otherwise made available. Additional copies are available at cost of reproduction.

You must comply with the following conditions precedent within **SEVEN (7)** calendar days of the date of this Notice of Award.

The Bidder to whom Contract is awarded shall execute and submit the following documents by 5:00 p.m. of the **SEVENTH (7th)** calendar day following the date of the Notice of Award.

- a. Agreement: To be executed by successful Bidder. Submit four (4) copies, each bearing an original signature.
- b. Escrow of Bid Documentation: This must include all required documentation. See the document Escrow of Bid Documentation for more information.
- c. Performance Bond (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.
- d. Payment Bond (Contractor's Labor & Material Bond) (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.
- e. Insurance Certificates and Endorsements as required.
- f. Workers' Compensation Certification.
- g. Prevailing Wage and Related Labor Requirements Certification.

- h. Drug-Free Workplace Certification.
- i. Tobacco-Free Environment Certification.
- j. Hazardous Materials Certification.
- k. Lead-Based Paint Certification.

Failure to comply with these conditions within the time specified will entitle District to consider your bid abandoned, to annul this Notice of Award, and to declare your Bid Security forfeited, as well as any other rights the District may have against the Contractor.

After you comply with those conditions, District will return to you one fully signed counterpart of the Agreement.

SOLANO COMMUNITY COLLEGE SCHOOL DISTRICT

BY: _____

NAME: _____

TITLE: _____

END OF DOCUMENT



AGENDA ITEM: 17.(p)

MEETING DATE: November 19, 2015

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

TO:

MEMBERS OF THE GOVERNING BOARD

SUBJECT:

CONTRACT AWARD TO CA ARCHITECTS FOR ARCHITECTURAL SERVICES FOR CDFS
KITCHEN RENOVATION PROJECT

REQUESTED ACTION:

Approval

SUMMARY:

Board approval is requested for award of a professional services contract to CA Architects for full architectural services for the CDFS Kitchen Renovation project. The Kitchen Renovation project is one of the Small Cap projects. The scope of work includes an assessment of the needed work, cost estimate, and full architectural services for design and construction documents, bid phase services, and construction administration of the project.

Proposals were solicited from four firms from the Board approved pool of architects. Proposals were received from CA Architects and MADI Architects. H2A Architects and JRDV did not submit proposals. Based on qualifications and price, CA Architects was evaluated to be the most responsive proposal for this project.

The Governing Board is asked to approve a contract to CA Architects in the amount of \$29,500.

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

STUDENT SUCCESS IMPACT:

Renovating existing instructional space and equipment.

<u>ED</u>	<u>BOARD</u>	3225,	<u>ESTIMATED FISCAL</u>	\$29,500 Measure Q Funds
<u>CODE:</u>	<u>POLICY:</u>	3520	<u>IMPACT:</u>	

SUMBITTED BY:

ATTACHMENTS:

Description

- ▣ Contract Award to CA Architects

**INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES
ARCHITECTURAL SERVICES**

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the 19th day of November, 2015 by and between the Solano Community College District, ("District") and CA Architects ("Consultant"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Consultant shall provide architectural and engineering services as further described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services").
2. **Term.** Consultant shall commence providing services under this Agreement on November 30th, 2015 and will diligently perform as required and complete performance by August 30th, 2016, unless this Agreement is terminated and/or otherwise cancelled prior to that time.
3. **Submittal of Documents.** The Consultant shall not commence the Services under this Agreement until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

<u> X </u>	Signed Agreement
<u> X </u>	Workers' Compensation Certification
<u> X </u>	Insurance Certificates and Endorsements
<u> </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 Twenty Nine Thousand Five Hundred Dollars (\$29,500.00). 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.
5. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District, except as follows:
 - 5.1. Not applicable.
6. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees. In the performance of the work herein contemplated, Consultant is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.

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

7.1. Not Applicable.

8. **Performance of Services.**

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

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

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

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

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

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

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

11. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data

related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

12. Termination.

- 12.1. **For Convenience by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.
- 12.2. **For Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
- 12.2.1. material violation of this Agreement by the Consultant; or
 - 12.2.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or
 - 12.2.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

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

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

14. Insurance.

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

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

14.1.1. **Commercial General Liability and Automobile Liability Insurance.**

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

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

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

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

14.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

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

14.2.3. An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An

endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.

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

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

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

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

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

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

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

20. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

21. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:

21.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.

21.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).

22. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
23. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
24. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District:

Solano Community College District
 c/o Kitchell
 360 Campus Lane, Suite 203
 Fairfield, California 94534

ATTN: Eric Berger

Consultant:

CA Architects
 475 Gate Five Road, Suite 107
 Sausalito, California 94965

ATTN: Josh Cohn

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: Yulian Ligioso Print Name: _____

Print Title: Vice President, Finance and Administration Print Title: _____

Information regarding Consultant:

License No.: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail: _____

Type of Business Entity:

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

Employer Identification and/or
Social Security Number

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

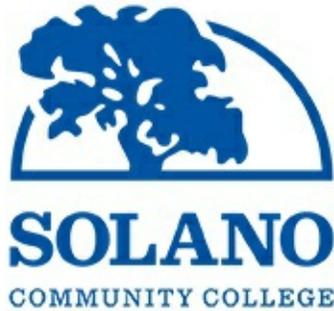
Print Name and Title: _____

(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

Provide architectural and engineering services for the CDFS Kitchen Renovation Project. The consultant scope of work includes; providing an assessment of work to be completed (including a detailed cost estimate), design, construction administration and Division of the State Architect closeout to address the kitchen remodel improvements. The Consultant shall include all design, engineering, construction administration, testing/inspection review (including Solano County Health Dept. sign off), shop drawings and submittal review, DSA design approval, and DSA Certification closeout, including but not limited to:

- 1.1. **Construction Oversight Process.** Prior to commencement of construction, Architect shall:
 - 1.1.1. Ensure that the Project Inspector is approved by the DSA prior to requesting issuance of project inspections cards.
 - 1.1.2. Request issuance of the proper number of project inspection cards from DSA after the construction contract has been awarded and provide project inspection cards to the Project Inspector.
 - 1.1.3. Prepare the Statement of Structural Tests and Special Inspections and submit to DSA. Then provide approved forms to the Project Inspector and Laboratory of Record.
 - 1.1.4. Prepare Contract Information form (form DSA 102 or more current) for all construction contracts and submit to DSA.
- 1.2. **Observation of the Construction.** Consultant shall maintain such personal contact with the Project as is necessary to assure themselves of compliance, in every material respect, with the DSA-approved construction documents. Personal contact shall include visits to the project site by the Consultant or its qualified representative to observe construction.
- 1.3. **Interim Verified Reports.** Consultant shall submit an interim Verified Report (form DSA 6-AE or more current form) to the DSA electronically and a copy to the Project Inspector for each of the applicable nine sections of form DSA 152 prior to the Project Inspector signing off that section of the project inspection card.
- 1.4. **Final Verified Report.** Consultant shall submit Verified Reports (form DSA 6-AE or more current form) to the DSA and to the Project Inspector if any of the following events occur: (1) when construction is sufficiently complete in accordance with the DSA-approved construction documents so that the District can occupy or utilize the Project, (2) work on the Project is suspended for a period of more than one month, (3) the services of the Consultant are terminated for any reason prior to completion of the Project, or (4) DSA requests a Verified Report.



AGENDA ITEM: 17.(q)

MEETING DATE: November 19, 2015

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

TO:

MEMBERS OF THE GOVERNING BOARD

SUBJECT:

**WEST COAST CONSULTING GROUP, INC. CONTRACT FOR EMERGENCY
PREPAREDNESS PLAN UPDATE AND TRAINING**

REQUESTED ACTION:

Approval

SUMMARY:

Board approval is requested to contract with West Coast Consulting Group, Inc. to revise/update the Emergency Preparedness Plan for the District, provide all mandatory Standardized Emergency Management System (SEMS)/National Incident Management System (NIMS) training, followed by a table top and scenario exercise, so the District can demonstrate their level of readiness.

This item was presented for information on November 4, 2015.

The fee for this contract is \$85,950.00.

Attached is the quotation for review.

STUDENT SUCCESS IMPACT:

Campus Safety

ED CODE: BOARD POLICY: 3225 ESTIMATED FISCAL IMPACT: \$85,950.00

SUBMITTED BY:

STUDENT SUCCESS IMPACT:

Campus Safety

ATTACHMENTS:

Description

- West Coast Compliance Package



October 2, 2015

Lt. Eric Thelen
Solano Community College
4000 Suisun Valley Rd.
Fairfield, CA 94534

Lt. Thelen;

I would like to thank you for reaching out to West Coast Consulting Group, Inc. regarding our community college emergency preparedness services. I enjoyed our introductory phone call and briefing regarding Solano Community College's compliance with state and federal emergency preparedness regulations. Compliance with these regulations has a direct link to reimbursement to the District in state and/or federal declared emergencies. *Failure to comply with these regulations may result in complete denial, decrease and/or delay of reimbursement funds and/or ineligibility for low interest loans in a declared emergency.* The California Community College Chancellor's Office training matrix (see separate attachment) outlines all the state and federal mandated training for Solano Community College. In addition, the College is mandated to:

1. Have an up-to-date Emergency Operations Plan (EOP) compliant with the Standardized Emergency Management System (SEMS), Incident Command System (ICS), National Incident Management System (NIMS) and U.S. Department of Labor Occupational Safety and Health Administration (OSHA), and
2. To conduct annual Table Top Exercises or practicing of the EOP as required by the Jeanne Clery Act and Higher Education Opportunity Act (HEOA).

West Coast Consulting Group is a safety, security and emergency mitigation, preparedness, response, and recovery consulting firm that *specializes in California community colleges*. Located in the County of San Diego, the firm is an "A+" Accredited Business with the Better Business Bureau (BBB). Our consultants are experts in the field, with diverse backgrounds in community college instruction and student services, university and municipal emergency preparedness, academic professional development, and police/fire services critical incident management. We take a collegial approach to plan implementation and training and have demonstrated success working within a shared governance structure and standardizing multi-college districts, centers, and sites.

Page 1 of 5

Tel# 1-800-617-WCCG (9224) · www.wccginc.com

At your request, I have prepared the following compliance package quote. This quote expires March 31, 2016. As a Keenan & Associates client, I have included a 10% discount. You may inquire with your Keenan & Associates Account Manager if the College has Safety Credits to offset the costs of the project. Upon signing our contract, West Coast Consulting Group is available to begin immediately. Thank you.

Itemized Compliance Package

Mandated Emergency Operations Plan \$29,205.00

This package provides a customized Emergency Operations Plan for state and federal compliance with the Standardized Emergency Management System (SEMS), Incident Command System (ICS), National Incident Management System (NIMS), and Occupational Safety & Health Administration (OSHA). The plan will outline detailed organizational charts (Fairfield Campus, Vacaville and Vallejo Centers) with corresponding "easy-to-read" checklists, assignments and responsibilities. Consultant will work collaboratively with the client in the assignment of specific college personnel to job functions in the Plan. The Plan will include area specific emergency procedures for biological emergencies, environmental emergencies (chemical spills, asbestos fiber release, air pollution alerts), bombs and explosives, disturbances and demonstrations, earthquake, fire, flooding, active shooters on campus, terrorism/kidnapping, and governmental response to pandemic flu. This package includes sixty (60) copies of the Emergency Operations Plan for the Fairfield Campus, Vacaville and Vallejo Centers and distribution of the Plans with an overview on how to use the Plan. Additional Plans may be purchased for \$75 each.

Cost: \$32,450 - \$3,245 (10% Keenan Discount) = \$29,205

Online Mandated SEMS, ICS-100HE, ICS-200, IS-700 & IS-800 Training \$7,110.00

This 5-hour web-based course streamlines client costs and allows personnel to complete 50% of mandated training within 30 days. The combined course fulfills all course objectives for the Introduction to the Standardized Emergency Management System, Introduction to the Incident Command System for Higher Education, Incident Command System for Single Resources and Initial Action Incidents, Introduction to the National Incident Management System, and the National Response Framework for community college personnel. This course is:

- Equivalent to thirty one and one half (31.5) minimum classroom hours for ICS-100HE, ICS-200, IS-700, & IS-800 outlined in the DHS/FEMA NIMS Training Plan.
- Offered as a combined course instead of taking courses individually.
- Specifically tailored to the California community college audience and includes the Higher Education component of ICS-100.
- Made up of 21 audio lessons which enable students to start and stop from the last audio lesson completed instead of starting an individual course over at the beginning.
- Offered for 30 days and can be completed within less than five (5) office hours.
- Tracked and students successfully completing the course, and the designated college administrator responsible for training documentation, are sent certifications of completion.

- Pricing includes up to 100 students at the time of registration. An additional \$25 will be charged for every student over 100, each late addition, and each day extended beyond 30 days (Up to 14 Days).

Cost: \$7,900 - \$790 (10% Keenan Discount) = \$7,110

Note: Bulk discounts apply over 250 employees – Inquire for Details

Mandated SEMS Emergency Operations Center (SEMS EOC) **\$7,200.00**

One (1) certified facilitator shall offer an eight (8) hour SEMS Emergency Operations Center (EOC) course to Emergency Response Team personnel. The course shall be offered in two (2) four (4) hour blocks and on consecutive days (Day One 1:00 PM to 5:00 PM – Day Two 8:00 AM to 12:00 PM). This course includes up to 40 personnel. An additional \$25 fee will be charged for each additional person over 40. West Coast Consulting Group shall provide handouts.

Cost: \$8,000 - \$800 (10% Keenan Discount) = \$7,200

Mandated SEMS & NIMS Executive (Combined Course) **\$4,950.00**

One (1) certified facilitator shall offer a four (4) hour combined SEMS & NIMS Executive (ICS-402) course. The course shall be offered 1:00 PM to 5:00 PM. This course is required for Board of Trustee members as well as executive and senior management. This course includes up to 40 personnel. An additional \$25 fee will be charged for each additional person over 40. West Coast Consulting Group shall provide handouts.

Cost: \$5,500 - \$550 (10% Keenan Discount) = \$4,950

Mandated Intermediate (ICS-300) and Advanced (ICS-400) ICS for Command and General Staff (Combined Course) **\$19,125.00**

One (1) certified facilitator shall offer a thirty two (32) hour (Minimum classroom hours dictated by NIMS 5-Year Plan) combined course of Intermediate and Advanced Incident Command System to ICS Team personnel. The course shall be delivered over four (4) different sessions on consecutive days (Day One 1:00 PM to 5:00 PM – Day Two 8:00 AM to 12:00 PM). It is recommended the four (4) consecutive days be delivered every other week. This course includes up to 40 personnel. An additional \$35 fee will be charged for each additional person over 40. West Coast Consulting Group shall provide handouts.

Cost: \$21,250 - \$2,125 (10% Keenan Discount) = \$19,125

Preparation Through Group Dynamics Action Planning Workshop **\$8,955.00**

Three (3) facilitators shall offer a three (3) hour interactive workshop to ICS Team personnel. The Team will be divided into Management, Operations, Planning, Logistics, and Finance sections and facilitators will work with Team Leaders (Coordinators) to coordinate the development of action plans for their sections in preparation for the Table Top Exercise. This session includes a maximum of 50 ICS personnel.

Cost: \$9,950 - \$950 (10% Keenan Discount) = \$8,955

Mandated Annual Table Top Exercise **\$9,405.00**

Three (3) facilitators shall offer a three (3) hour interactive Table Top Exercise to ICS Team personnel. The Table Top Exercise will simulate an emergency on campus and groups will use the Emergency Operations Plan as a guide while incorporating the knowledge and skills gained in the Group Dynamics Action Planning Workshop session. This session includes a maximum of 50 ICS personnel. Pricing includes up to five (5) hours of preparation and development of the Table Top Exercise.

Cost: \$10,450 - \$1,045 (10% Keenan Discount) = \$9,405

Total for Compliance Package **\$85,950.00**

In addition to the services above, West Coast Consulting Group, Inc. offers the following additional packages you may want to consider. With the Umpqua Community College shooting last week, you may want to offer our “Active Shooter on Campus” training. It is ideal during Faculty Flex and Staff Development. We also offer a Campus SaVE Act Compliance Workshop to avoid interruptions in federal funding and mitigate regulatory violations and fines.

“Active Shooter on Campus” Training – Faculty Flex & Staff Development **\$5,950.00**

As a result of increased campus shootings nation-wide, West Coast Consulting Group has developed one (1), two (2), and three (3) hour "Active Shooter on Campus" training courses. These courses are video-based, coupled with lecture and Q&A. The courses are ideal for Faculty Flex Week, Staff Development, and/or ongoing Professional Development Training. Curriculum includes Lessons Learned, Preventative Measures, Warning Signs, Profile of an Active Shooter, Taking Action: Run, Hide, or Flight, and Survival Mindset and Mental Preparation.

Campus SaVE Act Compliance Workshop **\$5,500.00**

Enacted in 2013, The Campus SaVE Act amended the Jeanne Clery Act to mandate extensive “primary prevention and awareness programs” regarding sexual misconduct (defined under the Violence Against Woman Act) and related offenses within institutions of higher education. In

order to mitigate regulatory violations, these institutions shall report compliance with Campus SaVE Act mandates in their Annual Security Reports by October 1, 2014 to avoid possible interruptions in federal funding and/or regulatory fines. This four (4) hour workshop provides regulatory guidance and suggested policy updates to ensure compliance with Department of Education and Title IX requirements. Utilizing group activities, participants will develop a road map for district-wide compliance to mitigate exposure to the institution. This workshop is intended for executive policy makers, compliance officers, Title IX Coordinators, and managers for Campus Police/Security, Student Health Services, Counseling, Admissions & Records, Athletics, and student discipline. Attendees should be aware curriculum includes discussions of sexual content and crimes that relate directly to compliance.

Additional Packages Upon Request:

- Hazard/Vulnerability/Risk Assessments
- Evacuation and Closure Plans
- Fire Safety and Prevention Plans (OSHA 29 CFR 1910.39)
- Mass Notification System, Timely Notification & Emergency Notification Evaluations & Recommendations
- Independent Campus Police & Security Program Reviews
- On-line Pandemic Influenza & Preparedness Course for Higher Education
- Media Training & Crisis Communications Workshops
- Full-Scale Exercises

Respectfully submitted,



Thomas Plotts, President/CEO
West Coast Consulting Group, Inc.
www.wccginc.com
(800) 617-9224

Re: 10% Discount Extended to NEW West Coast Consulting Group Clients

In response to state and federal emergency preparedness regulations and the essentials of providing a safe and secure educational environment, West Coast Consulting Group Incorporated has extended a 10% discount to NEW West Coast Consulting Group clients to provide emergency preparedness training and consulting services to Keenan clients. Accredited with an "A+" Rating from the Better Business Bureau (BBB), the firm specializes in safety, security and emergency mitigation, preparedness, response, and recovery services to K-12 districts and institutions of higher education. Educational institutions receiving state and federal funding are required to be in compliance with the following mandated plans, training and services. Completion of these mandates will mitigate exposure to individual educational institutions, streamline the reimbursement process and increase eligibility for low interest loans in declared emergencies.

Mandated Plans, Training & Services for K-12 & Institutions of Higher Education

1. Emergency Operations Plan,
2. Fire Prevention Plan (OSHA 29 CFR 1910.39),
3. SEMS, ICS-100, ICS-200, IS-700 & IS-800 Training (On-line),
4. SEMS Emergency Operations Center (EOC) Training,
5. SEMS & NIMS Executive Training,
6. ICS-300 & ICS-400 Intermediate & Advanced ICS for Command & General Staff and
7. Annual Table Top and/or Field Exercises.

Eligible Keenan & Associates clients shall contract services by **March 31, 2016**. In order to receive the 10% discount on services, clients MUST go to www.wccginc.com, click on "Contact Us," fill in the form, enter Promotion Code "KeenanSpring2016" and send. West Coast Consulting Group will contact you regarding requested services and provide a detailed quote. Discounts are limited to NEW West Coast Consulting Group clients only, packaged services, applied to base services and may not be used with any other discounts or promotions. Other optional services provided include:

1. Emergency Management Review for Compliance with State and Federal Regulations
2. Preparation Through Group Dynamics Action Planning Workshop
3. "Active Shooter on Campus" Training
4. Campus SaVE Act Compliance Workshop

Contact Information:

Peter Wright: pwright@wccginc.com/(805) 452-1075

Tom Plotts, tplotts@wccginc.com/(800) 617-9224

CA Community College Training Matrix

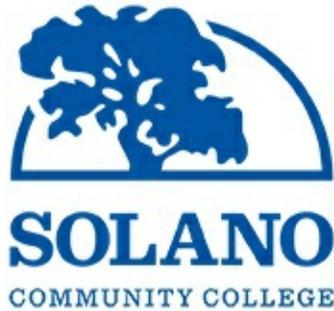
West Coast Consulting Group On-line Courses

Disaster Resistant California Community Colleges Training Matrix Standardized Emergency Management System (SEMS) National Incident Management System (NIMS) Incident Management System (ICS) <i>Note: Some courses can be found listed as IS which indicates they are independent study and available online</i>	Progress Required by October 2007							Progress Required by Oct. 2009		
	SEMS Introduction	SEMS Emergency Operations Center	SEMS Executive	ICS 100 HE (ICS Introduction for higher education)	ICS 200	ICS 402 (NIMS Executive)	IS 700 (NIMS Introduction)	IS 800.B (National Response Framework)	ICS 300 Intermediate ICS	ICS 400 Advanced ICS
General personnel with any role in emergency preparedness, incident management or response	X			X			X			
Critical personnel with a role in an Emergency Operations Center or on an emergency management team to include public safety, police, public relations, environmental health and safety, facilities and grounds and other ICS positions as required by the incident	X	X		X	X		X	X		
Leadership personnel with supervisory field roles who direct general personnel and may work within an Incident Command Post are required to take the ICS 300 & 400 courses	X	X		X	X		X	X	X	X
Executive personnel and Senior Administrators including Chancellors, Superintendents, Presidents, and Vice Chancellors and Vice Presidents (not in an EOC) but tasked with setting policy only			X			X	X			
Board of Trustees and Elected Officials			X			X				

Disaster Resistant California Community Colleges
<http://emergency.cccco.edu>

Governor's Office of Emergency Services
 Approved: March 20, 2009

If you cannot read the above, download the PDF. To see the full download of the CA Community College Training Matrix requires a PDF reader such as Adobe Reader.



AGENDA ITEM: 18.(r)
MEETING DATE: November 19, 2015

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

TO:

MEMBERS OF THE GOVERNING BOARD

SUBJECT:

Contract Award to 95.3 KUIC

REQUESTED ACTION:

Approval

SUMMARY:

Board approval is requested for radio advertising of Solano Community College District enrollment from December 14, 2015 through May 29, 2016. Specific dates and times are included in the attached contract.

The Board is asked to approve the contract with 95.3 KUIC in the amount of \$8505.00

STUDENT SUCCESS IMPACT:

Help our students achieve their educational, professional and personal goals

ED CODE: BOARD POLICY: ESTIMATED FISCAL IMPACT: \$8505.00

SUBMITTED BY:

STUDENT SUCCESS IMPACT:

Help our students achieve their educational, professional and personal goals

ATTACHMENTS:

Description

- ▣ 95.3 KUIC Broadcast Contract



Broadcast Contract

Start Date 12/14/15	Contract# 34447	Mod# 0
End Date 05/29/16	Date Entered 10/02/15	Date Last Modified 10/02/15
Advertiser SOLANO COLLEGE-direc		Station Market KUIK-FM
Product 2015-2016		SalesRep/Office Jennifer DELLAFOSSE

SOLANO COLLEGE-direct
 ATTN: ACCOUNTS PAYABLE
 4000 SUISUN VALLEY ROAD
 FAIRFIELD, CA 94534

Attn: SHEMILA JOHNSON

Calendar Billing Cycle Estimate#

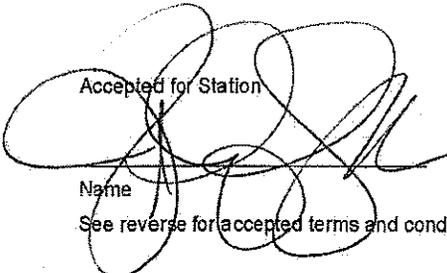
LN	DATE	TIMES/PROGRAMS	LEN	MO	TU	WE	TH	FR	SA	SU	SPOTS /WK	RATE
1	MO 12/14/15 SU 05/29/16	05:00A-12:00A	30		3	3	3	3	3	3	21	\$45.00
	Run Weeks of: 12/14 12/21 01/11 01/18 04/18 04/25 05/09 05/16 05/23		Sponsorship: RECORDED 30									
2	MO 12/14/15 SU 05/29/16	12:00A-12:00A	30		X	X	X	X	X	X	10	\$0.00
	Run Weeks of: 12/14 12/21 01/11 01/18 04/18 04/25 05/09 05/16 05/23		Sponsorship: RECORDED 30									

Additional Comments	Total Spots	Spots Total\$	Net	Gross
	279	8,505.00	\$ 8,505.00	\$ 8,505.00

ADDITIONAL NOTE: THANK YOU FOR YOUR BUSINESS!

Billing Projections: By Month

	Dec 15	Jan 16	Apr 16	May 16
CA	1,890.00	1,890.00	1,755.00	2,970.00
ST	1,890.00	1,890.00	945.00	3,780.00

Accepted for Station

 Name _____ Title _____
 See reverse for accepted terms and conditions, if any

Accepted for advertiser OR agency (and MBS, if any) as agent for the advertiser

Name _____ Title _____
 Page 3



AGENDA ITEM: 18.(s)
MEETING DATE: November 19, 2015

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

TO:

MEMBERS OF THE GOVERNING BOARD

SUBJECT:

Contract Award to Entercom San Francisco KRBQ-FM - Q102.1

REQUESTED ACTION:

SUMMARY:

Board approval is requested for advertising Solano Community College District enrollment from November 20, 2015 through June 26, 2016 on Q102.1.

The Board is asked to approve the contract with Entercom San Francisco KRBQ-FM (Q102.1) in the amount of \$4000.

STUDENT SUCCESS IMPACT:

Help our students achieve their educational, professional and personal goals

ED CODE: BOARD POLICY: ESTIMATED FISCAL IMPACT: \$4000.00

SUBMITTED BY:

STUDENT SUCCESS IMPACT:

Help our students achieve their educational, professional and personal goals

ATTACHMENTS:

Description

- ▣ Q102.1 Contract

Memo Bill



Entercom San Francisco KRBQ-FM
 201 Third St.
 Suite 1200
 San Francisco, CA 94103
 (415) 777-0965

Contract / Revision 514881 /	Alt Order #
--	--------------------

Product Spring/Summer/Fall Enrollment 2015	
Contract Dates 11/20/15 - 06/26/16	Estimate # Spring/Summer/Fall En
Advertiser Solano Community College	Original Date / Revision 11/04/15 / 11/04/15

And:

Solano Community College
 Attention: Shermila Johnson
 4000 Suisun Valley Rd
 Fairfield, CA 94534

Billing Cycle EOM/EOC	Billing Calendar Broadcast	Cash/Trade Cash
Station KRBQ-FM	Account Executive Glorious Wise	Sales Office San Francisco L
Special Handling		
Demographic Adults 18+		
IDB#	Advertiser Code	Product Code
Agency Ref	Advertiser Ref	

*Line	Ch	Start Date	End Date	Description	Start/End Time	Days	Length	Spots/Week	Rate	Rtn	Type	Spots	Amount
N 1	KRBQ	11/20/15	06/26/16	M-F	7p-12a		:30				NM	80	\$4,000.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>	<u>Rating</u>			
	Week:	11/16/15	11/22/15	----F--				5	\$50.00	0.00			
	Week:	11/23/15	11/29/15	-----				0	\$0.00	0.00			
	Week:	11/30/15	12/06/15	MTWTF--				5	\$50.00	0.00			
	Week:	12/07/15	12/13/15	-----				0	\$0.00	0.00			
	Week:	12/14/15	12/20/15	MTWTF--				5	\$50.00	0.00			
	Week:	12/21/15	12/27/15	-----				0	\$0.00	0.00			
	Week:	12/28/15	01/03/16	MTWTF--				5	\$50.00	0.00			
	Week:	01/04/16	01/10/16	-----				0	\$0.00	0.00			
	Week:	01/11/16	01/17/16	MTWTF--				5	\$50.00	0.00			
	Week:	01/18/16	01/24/16	-----				0	\$0.00	0.00			
	Week:	01/25/16	01/31/16	MTWTF--				5	\$50.00	0.00			
	Week:	02/01/16	02/07/16	-----				0	\$0.00	0.00			
	Week:	02/08/16	02/14/16	MTWTF--				5	\$50.00	0.00			
	Week:	02/15/16	02/21/16	-----				0	\$0.00	0.00			
	Week:	02/22/16	02/28/16	MTWTF--				5	\$50.00	0.00			
	Week:	02/29/16	03/06/16	-----				0	\$0.00	0.00			
	Week:	03/07/16	03/13/16	MTWTF--				5	\$50.00	0.00			
	Week:	03/14/16	03/20/16	-----				0	\$0.00	0.00			
	Week:	03/21/16	03/27/16	MTWTF--				5	\$50.00	0.00			
	Week:	03/28/16	04/03/16	-----				0	\$0.00	0.00			
	Week:	04/04/16	04/10/16	MTWTF--				5	\$50.00	0.00			
	Week:	04/11/16	04/17/16	-----				0	\$0.00	0.00			
	Week:	04/18/16	04/24/16	MTWTF--				5	\$50.00	0.00			
	Week:	04/25/16	05/01/16	-----				0	\$0.00	0.00			
	Week:	05/02/16	05/08/16	MTWTF--				5	\$50.00	0.00			
	Week:	05/09/16	05/15/16	-----				0	\$0.00	0.00			
	Week:	05/16/16	05/22/16	MTWTF--				5	\$50.00	0.00			
	Week:	05/23/16	05/29/16	-----				0	\$0.00	0.00			
	Week:	05/30/16	06/05/16	MTWTF--				5	\$50.00	0.00			
	Week:	06/06/16	06/12/16	-----				0	\$0.00	0.00			
	Week:	06/13/16	06/19/16	MTWTF--				5	\$50.00	0.00			
	Week:	06/20/16	06/26/16	-----				0	\$0.00	0.00			
Totals											0.00	80	\$4,000.00

(* Line Transactions: N = New, E = Edited, D = Deleted)
 Agency and Advertiser agree and acknowledge that Station's Advertising Terms and Conditions govern this contract. Station's Advertising Terms and Conditions are available at www.entercom.com.



Entercom San Francisco KRBQ-FM
 201 Third St.
 Suite 1200
 San Francisco, CA 94103
 (415) 777-0965

Contract / Revision 514881 /	Alt Order #
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Contract Dates 11/20/15 - 06/26/16	Product Spring/Summer/Fall Enr	Estimate # Spring/Summer/Fall Enr
--	--	---

Advertiser Solano Community College	Original Date / Revision 11/04/15 / 11/04/15
---	--

Time Period	# of Spots	Gross Amount	Net Amount
10/26/15 -11/29/15	5	\$250.00	\$250.00
11/30/15 -12/27/15	10	\$500.00	\$500.00
12/28/15 -01/31/16	15	\$750.00	\$750.00
02/01/16 -02/28/16	10	\$500.00	\$500.00
02/29/16 -03/27/16	10	\$500.00	\$500.00
03/28/16 -04/24/16	10	\$500.00	\$500.00
04/25/16 -05/29/16	10	\$500.00	\$500.00
05/30/16 -06/17/16	10	\$500.00	\$500.00
Totals	80	\$4,000.00	\$4,000.00

Signature: _____ Date: _____

STANDARD ADVERTISING TERMS AND CONDITIONS

The organization contracting for the purchase of advertising covered by this contract (hereinafter called "AGENCY" or "ADVERTISER" as the case may be) and the station accepting this contract (hereinafter called "STATION") hereby agree that this contract shall be governed by the following conditions:

1. PAYMENT AND BILLING

- (a) STATION will bill AGENCY or ADVERTISER monthly, using the Final Sunday Fiscal Month, unless otherwise provided on the face of the contract.
- (b) Payment by AGENCY or ADVERTISER is due upon receipt of invoice. AGENCY or ADVERTISER waives any billing dispute if AGENCY or ADVERTISER does not notify STATION of such dispute in writing within thirty (30) days from date of the invoice containing such amount in dispute. In the event AGENCY or ADVERTISER timely notifies STATION of such dispute, AGENCY or ADVERTISER and STATION shall work diligently with each toward a resolution, but any amount not in dispute shall be promptly paid as described herein. Payments by established and recognized advertising agencies shall be subject to a 15% agency discount on cash payments only, except for non-commissionable amounts or as otherwise stated herein or in a governing master contract.
- (c) Invoices shall contain dates of advertising purchased on request, length of commercial announcement and cost.
- (d) Upon request STATION shall provide proof of performance specifying exact times when commercials were aired taken from the official log maintained by STATION as required by FCC regulations.
- (e) If this agreement is entered into by an AGENCY, then AGENCY agrees that ADVERTISER and AGENCY are jointly and severally purchasing the advertising hereunder and acknowledges that any credit that has been extended by STATION has been extended on the basis of the credit and promise to pay of both AGENCY and ADVERTISER. AGENCY represents and warrants that it is authorized to bind the ADVERTISER and agrees that AGENCY and ADVERTISER shall be jointly and severally liable for the payments to be made under this agreement. Sequential liability is not accepted under any circumstance unless in writing by STATION management.

2. TERMINATION

- (a) Commercial announcements or programs of less than 5 minutes duration may be cancelled by STATION, AGENCY or ADVERTISER upon fourteen (14) days prior written notice, but no such cancellation shall be effective until fourteen (14) days after initial start of broadcasting hereunder otherwise stated on face of confirmation.
- (b) Programs of 5 minutes or longer duration may be cancelled by STATION, AGENCY or ADVERTISER upon twenty-eight (28) days prior notice, but no such cancellation shall be effective until twenty-eight (28) days after initial start of broadcasting hereunder unless otherwise stated on face of confirmation.
- (c) If AGENCY or ADVERTISER cancels contract, earned rates will apply. If STATION cancels contract, AGENCY or ADVERTISER shall have the benefit of the same discounts which it would have earned had it been allowed to complete the contract.

3. EXTENSIONS AND RENEWALS

Any extensions or renewals of this contract shall be subject to prior approval by STATION and shall be at the rates in effect at the time of said extension or renewal as set forth on STATION's then published rate card.

4. EFFECT OF BREACH

- (a) STATION reserves the right to terminate this contract upon default by AGENCY or ADVERTISER in the payment of bills or other material breach of the terms hereof at any time upon one day's notice. Upon such termination all charges for advertising completed hereunder and not paid shall become immediately due and payable. If STATION terminates by reason of AGENCY's or ADVERTISER's material breach, AGENCY's or ADVERTISER's liability shall be to pay not only for advertising completed hereunder prior to termination by STATION but for advertising to be completed thereafter under the contract, less only the STATION's actual cost savings realized on account of termination (such as fees to live talent that are cancellable at the time of termination of the contract).
- (b) In the event of material breach by STATION in performing this contract, AGENCY or ADVERTISER reserves the right to terminate this contract at any time upon one (1) day's prior notice. In no event shall STATION be liable or responsible for any incidental, special, consequential or punitive damages (including without limitation, lost profits, promotional costs or costs of other media) relating to the performance or breach of this Agreement whether arising in contract, tort or otherwise. STATION's total liability to AGENCY and/or ADVERTISER for any breach of or failure to perform this Agreement shall be limited to a refund of any amounts paid to STATION under this Agreement regardless of whether such liability arises in contract, tort or otherwise.
- (c) In case suit or action is instituted by STATION for the collection of any money owing hereunder or for enforcement of any of STATION's rights hereunder, AGENCY or ADVERTISER agrees to pay all costs and disbursements of said suit or action together with reasonable attorney's fees.

5. FAILURE TO BROADCAST

If for any reason there is an interruption or omission of any advertising contracted to be broadcast hereunder, STATION may suggest a substitute time period for the broadcast of the interrupted or omitted advertising. If no such substitute time period is acceptable to AGENCY or ADVERTISER, STATION shall allow AGENCY or ADVERTISER (1) with respect to a program, a pro rata reduction in the time and/or program charges hereunder in the amount of money assigned to the time and/or program charges at time of purchase, and (2) with respect to a commercial announcement, a reduction in the time charges equal to the amount of money assigned to the commercial announcement at time of purchase. AGENCY or ADVERTISER shall have the benefit of the same discounts which would have been earned if there had been no interruption or omission in the advertising. The foregoing shall be STATION's sole liability for any failure to broadcast a commercial announcement hereunder. IN NO EVENT SHALL STATION BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE.

6. SUBSTITUTION OF PROGRAMS OF PUBLIC SIGNIFICANCE

- (a) STATION shall have the right to cancel any purchased advertising or portion thereof covered by this contract in order to broadcast any program which, in its absolute discretion, it deems to be of public significance. In any such case, STATION will notify AGENCY or ADVERTISER in advance if reasonably possible, but where such notice cannot reasonably be given STATION will notify AGENCY or ADVERTISER within one (1) business day after such scheduled broadcast has been cancelled.
- (b) If AGENCY or ADVERTISER and STATION cannot agree upon a satisfactory substitute day and time, the broadcast time so preempted shall be deemed cancelled without affecting the rates, discounts, or rights provided under this contract, except that AGENCY or ADVERTISER shall not have to pay the cancelled STATION charges.

7. RATE CLASS CODES AND OTHER TERMS

- (a) The Rate Class Codes are as follows: F = Fixed, will run within designated day and day part; M = Moveable within the overall time parameters indicated without promise as to the specific placement or distribution therein; P = Preemptible, scheduled to run within the overall time parameters indicated subject to preemption for other business at the discretion of the STATION.
- (b) Any additional written terms and conditions contained in STATION's proposal or quotation, which are not inconsistent herewith, are hereby incorporated by reference.

8. PROGRAM AND COMMERCIAL MATERIAL

- (a) Unless otherwise noted on the face of this contract, all program material and all commercial announcements shall be furnished by STATION, excluding advertising announcement material, which shall be furnished by AGENCY or ADVERTISER. All expenses connected with the delivery of commercial announcements to STATION, and with return therefrom, if return is directed, shall be paid by AGENCY or ADVERTISER. In the event STATION furnishes or produces the commercial announcement, STATION shall own all rights to such announcement and the copy contained therein, including without limitation all copyrights, the creative concept contained therein, and the actual recording.
- (b) STATION will attempt to advise AGENCY or ADVERTISER by telephone or email if AGENCY or ADVERTISER furnished program or commercial material and scheduling instructions do not arrive 72 hours in advance of advertising date. If material and instructions do not arrive at the STATION within twenty-four (24) hours after STATION has notified the AGENCY or ADVERTISER, STATION may bill AGENCY or ADVERTISER (as the case may be) for the time reserved. STATION will exert all reasonable effort to broadcast material received from AGENCY or ADVERTISER despite late receipt.
- (c) If, due to public emergency or necessity, force majeure, restrictions imposed by law, acts of God, labor disputes or for any other cause beyond AGENCY's or ADVERTISER'S control, AGENCY or ADVERTISER cannot provide commercial and/or program material prior to scheduled broadcast hereunder, AGENCY or ADVERTISER shall not be liable to STATION. In such event, STATION shall suggest a substitute day and time period for broadcast of said advertising and/or program material. If no such substitute day and time period is mutually agreed upon, STATION shall credit AGENCY or ADVERTISER for the time and/or program charges hereunder in the amount of money assigned to the time period and/or program at time of purchase. AGENCY or ADVERTISER shall have the benefit of the same discounts which would have been earned if the advertising announcement and/or program had been broadcast.
- (d) Advertising material provided by AGENCY and ADVERTISER is subject to approval and STATION may exercise a continuing right to reject such material, including a right to reject for unsatisfactory technical quality or content. In the event program material is unsatisfactory, STATION shall have the right to substitute its own program at no penalty to AGENCY or ADVERTISER. In the event the commercial material is unsatisfactory, STATION will attempt to notify AGENCY or ADVERTISER by telephone or email and unless AGENCY or ADVERTISER furnishes satisfactory material twenty-four (24) hours prior to broadcast time this contract may be terminated by either party without penalty to the other.
- (e) In the event STATION provides copy and/or production services to ADVERTISER all rights to such copy, production and any recordings thereof shall be and remain the sole and exclusive property of STATION and ADVERTISER's permitted use thereof shall be limited to advertising on the STATION.

9. ADVERTISING LIABILITIES

STATION agrees to hold and save AGENCY and ADVERTISER harmless against all liability resulting from the broadcast of (1) program material except program material furnished by AGENCY or ADVERTISER and (2) musical compositions licensed for broadcasting by a music licensing organization of which STATION is a licensee. AGENCY and ADVERTISER agree to hold and save STATION harmless against all liability resulting from the advertising material or program material furnished by AGENCY or ADVERTISER except musical compositions licensed as stated above.

10. NON-DISCRIMINATION POLICY

NONDISCRIMINATION POLICY: Station does not discriminate in advertising contracts on the basis of race or ethnicity, and will not accept any advertising which is intended to discriminate on the basis of race or ethnicity. ADVERTISER and/or AGENCY represents and warrants that it is not purchasing advertising time from Station that is intended to discriminate on the basis of race or ethnicity.

11. GENERAL

- (a) STATION shall exercise normal precautions in handling of property and mail but assumes no liability for loss of or damage to program or advertising material and other property furnished by AGENCY or ADVERTISER in connection with broadcasts hereunder. STATION will not accept or process mail, correspondence or telephone calls in connection with broadcasts except after prior approval.
- (b) This contract, including the rights under it, may not be assigned or transferred without first obtaining the consent of STATION in writing, nor may STATION be required to broadcast hereunder for the benefit of any advertiser other than the one named on the face contract. Failure of STATION or of AGENCY or ADVERTISER to enforce any of the provisions herein shall not be construed as a general relinquishment or waiver as to that or any other provision.
- (c) STATION's obligations hereunder are subject to the terms and conditions of licenses held by it and to applicable federal, state and local laws and regulations.
- (d) This contract contains the entire agreement between the parties relating to the subject matter herein contained, and no change or modification of any of its terms and provisions shall be effective against any party unless the same is in writing signed by said party.
- (e) This agreement may be executed in counterparts, each of which shall be deemed an original, and which together shall constitute one and the same instrument.
- (f) Any sales, use, gross receipts or similar taxes imposed as a result of this order shall be the responsibility of AGENCY and ADVERTISER. STATION may collect such tax in addition to the price of advertising hereunder.



AGENDA ITEM: 18.(t)
MEETING DATE: November 19, 2015

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

TO:

MEMBERS OF THE GOVERNING BOARD

SUBJECT:

Contract Award to Pandora

REQUESTED ACTION:

Approval

SUMMARY:

Board approval is requested for Pandora radio advertising of Solano Community College District classes. Two contracts are attached, the first is from November 16, 2015 through January 10, 2016. The second contract is from April 4, 2016 through May 29, 2016.

The Board is asked to approve the contracts in the total amount of \$10,000.

STUDENT SUCCESS IMPACT:

Help our students achieve their educational, professional and personal goals

ED CODE: BOARD POLICY: ESTIMATED FISCAL IMPACT: \$10,000

SUBMITTED BY:

STUDENT SUCCESS IMPACT:

Help our students achieve their educational, professional and personal goals

ATTACHMENTS:

Description

- ☐ Pandora Contract



2101 Webster Street, Suite 1650
 Oakland, California 94612
 T 510.451.4100 • www.pandora.com

ORDER INFORMATION	
Agency	Sherilla Johnson
Primary Contact	Sherilla Johnson
Campaign Name	Solano Community College (APR-MAY 2016)
Order #	P715798
Advertiser	Solano Community College District
Advertiser Address	4000 Suisun Valley Rd
City, State, Zip	Fairfield, CA, 94534-4017
Order Dates	04/04/2016 - 05/29/2016
Export Date	05/30/2015
Primary Salesperson	Jerome Alarido
Salesperson Contact	jalarido@pandora.com

BILLING INFORMATION	
Account to be Billed	Solano Community College District
Billing Contact	Sherilla Johnson
Billing Contact Email	Sherilla.Johnson@solano.edu
Billing Address	4000 Suisun Valley Rd
Billing City, State, Zip	Fairfield, CA, 94634
Currency	USD
Billing Source	DIPP
Billing Terms	N30
Terms and Conditions	Inside Sales Standard Terms and Conditions (Q115 IO)
Billing Notes	

Package	Placement	ID	Ad Size	Start Date	End Date	Ordered Quantity	Net CPM	Net Cost	Cost Type	Guarantee	Targeting
Audio Everywhere 30	04/04/2016-05/29/2016 - Audio	PC13385941	n/a	04/04/2016	05/29/2016	312,500	\$16.00	\$5,000.00	CPM	YES	18-34; NAPA, CA COUNTY, SOLANO-W, CA COUNTY, SOLANO-E, CA COUNTY
	04/04/2016-05/29/2016 - Display Added Value	PC13385942	500x500	04/04/2016	05/29/2016	312,500	\$0.00	\$0.00	CPM	NO	
Mobile Display with Standard-Added Value Banner 300x250	04/04/2016-05/29/2016 - Banner	PC13386059	300x250	04/04/2016	05/29/2016	31,250	\$0.00	\$0.00	CPM	YES	18-34; NAPA, CA COUNTY, SOLANO-W, CA COUNTY, SOLANO-E, CA COUNTY
Total						656,250	\$7.62	\$5,000.00			

Terms and Conditions. This Insertion Order ("IO") is governed by the following terms in descending order of precedence: (a) any Master Services Agreement (MSA) between Media Company and Advertiser or Agency; (b) the terms in this IO including any addendum; and (c) version 3.0 of the IAB/AAA Standard Terms and Conditions (collectively, the "Terms"). The Terms are governed by the laws of the State of California. The parties irrevocably consent to venue and personal jurisdiction of the federal and state courts located in Oakland, California. Pandora may be referred to as either "Pandora" or "Media Company".

Direct Relationship with Advertiser. Notwithstanding any other term to the contrary, if Advertiser signs this IO without agency representation, the applicable terms and conditions related to Agency obligations under the Terms shall apply directly to the Advertiser.

Editorial Adjacencies. Notwithstanding any other terms to the contrary, including without limitation Section II.d. of the Terms, Agency on behalf of Advertiser acknowledges that Media Company's Site contains third party content including music, lyrics, artist bios, album artwork, and other entertainment-related materials ("Third Party Content"). Agency agrees that such Third Party Content shall be deemed to be consistent with any applicable Editorial Adjacency Guidelines, and accordingly, there shall be no remedy for any violation of the Editorial Adjacency Guidelines as a result of such Third Party Content.

Estimated Items. Impression amounts for the following are estimated: (i) flat-fee items, and (ii) display components associated with audio products.

Reporting. Media Company shall provide Advertiser with one final campaign report at the conclusion of the campaign.

MEDIA PARTNER

Name:

Signature:

Date:

PANDORA

Name:

Signature:

Date:

PANDORA®

2101 Webster Street, Suite 1650
 Oakland, California 94612
 T 510.451.4100 • www.pandora.com

ORDER INFORMATION	
Agency	Sherilla Johnson
Primary Contact	Sherilla Johnson
Campaign Name	Solano Community College (NOV 2015-JAN 2016)
Order #	PT12641
Advertiser	Solano Community College District
Advertiser Address	4000 Sulam Valley Rd Fairfield, CA 94534-4017
Order Dates	11/16/2015 - 01/10/2016
Expire Date	09/30/2015
Primary Salesperson	Jerome Alambico
Salesperson Contact	jalambico@pandora.com

BILLING INFORMATION	
Account to be Billed	Solano Community College District
Billing Contact	Sherilla Johnson
Billing Contact Email	sherrill.johnson@solano.edu
Billing Address	4000 Sulam Valley Rd Fairfield, CA 94534
Currency	USD
Billing Source	DFP
Billing Terms	130
Terms and Conditions	Include Sales Standard Terms and Conditions (C115 IO)
Billing Notes	

Package	Placement	LID	Ad Size	Start Date	End Date	Ordered Quantity	Net CPM	Net Cost	Cost Type	Guaranteed	Targeting
Audio Enrichment :00	11/16/2015-01/10/2016 - Audio	FC13385375	T/A	11/16/2015	01/10/2016	312,500	\$16.00	\$5,000.00	CPM	YES	18-34 NAPA, CA COUNTY, SOLANO, W, CA COUNTY, SOLANO, E, CA COUNTY
Mobile Display with Standard-Aded Value	11/16/2015-01/10/2016 - Display Aded Value	FC13385377	300x250	11/16/2015	01/10/2016	312,500	\$0.00	\$0.00	CPM	NO	
Banner-300x250	11/16/2015-01/10/2016 - Banner	FC13385465	300x250	11/16/2015	01/10/2016	31,250	\$0.00	\$0.00	CPM	YES	18-34 NAPA, CA COUNTY, SOLANO, W, CA COUNTY, SOLANO, E, CA COUNTY
Total						656,250	\$7.62	\$5,000.00			

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Direct Relationship with Advertiser. Notwithstanding any other term to the contrary, if Advertiser signs this IO without agency representation, the applicable terms and conditions related to Agency obligations under the Terms shall apply directly to the Advertiser.

Editorial Adjacencies. Notwithstanding any other terms to the contrary, including without limitation Section 11.d. of the Terms, Agency on behalf of Advertiser acknowledges that Media Company's Site contains third party content including music, lyrics, artist bios, album artwork, and other entertainment-related materials ("Third Party Content"). Agency agrees that such Third Party Content shall be deemed to be consistent with any applicable Editorial Adjacency Guidelines, and accordingly, there shall be no remedy for any violation of the Editorial Adjacency Guidelines as a result of such Third Party Content.

Estimated Items. Impression amounts for the following are estimated: (i) flat-fee items, and (ii) display components associated with audio products.

Reporting. Media Company shall provide Advertiser with one final campaign report at the conclusion of the campaign.

MEDIA PARTNER

Name:

Samira Johnson

Signature:

[Signature]

Date:

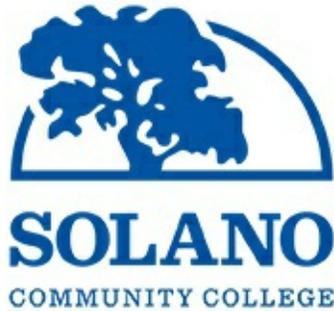
11/3/15

PANDORA

Name:

Signature:

Date:



AGENDA ITEM: 18.(u)
MEETING DATE: November 19, 2015

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

TO:

MEMBERS OF THE GOVERNING BOARD

SUBJECT:

Contract Award to AdTaxi

REQUESTED ACTION:

SUMMARY:

Board approval is requested for advertising Solano Community College District enrollment November 2015 through January 2016 and April 2016 through June 2016.

The Board is asked to approve the contract with AdTaxi in the amount of \$17,700.

STUDENT SUCCESS IMPACT:

Help our students achieve their educational, professional and personal goals

ED CODE: BOARD POLICY: ESTIMATED FISCAL IMPACT: \$17,700.00

SUBMITTED BY:

STUDENT SUCCESS IMPACT:

Help our students achieve their educational, professional and personal goals

ATTACHMENTS:

Description

▣ AdTaxi Contract

CLIENT: Solano Community College



Property	NorCal
Account Manager:	Kelly Spadorcio
Digital Sales Rep:	Kelly Spadorcio
MMSC:	Joy Barger
Retention Specialist:	
Account # :	
Ref #:	
Agency:	
Package:	Y
Co-op: (Y/N)	Y
Adtaxi: (Y/N)	Y
(Y/N)	Y
(Y/N)	Y

*required \$1,500 monthly buy
*not available on AdTaxi Ads

CAMPAIGN NAME: [REDACTED]

Network - Product	Section/Categor	Behavioral Targeting	Geo/Demo Targeting	Unit/Size	Start Date	End Date	Sponsorship (Y/N)	CPM	Monthly billing total	Monthly Impression Goal	Total Clicks	Creative	Linking URL
Ad Taxi- display	Education/Run of site		Vacaville, Dixon/Winters, Fairfield,suisun, Vallejo American canyon, Benecia, Marysville Dixon	728x90, 160x60, 300x25	6 months		N	\$ 5.00	\$ 500.00	120k impressions		coming	
Ad-Taxi Retargeting		retarget visitors that have come to your desktop, site		728x90, 160x60, 300x25	6 months		N	\$ 5.00	\$ 100.00	20 K impressions		Coming	
View Through Tags - ordered and add to all ads		Track users that were served your ad online and did not click on the ad but went you your site-directly.on											
Retargeting pixel ordered													
YouTube-True View In-Display and In-Stream Video			Vacaville, Dixon,Winters Fairfield,suisun, Vallejo American		6 months			\$.50 cpv	\$ 500.00	1000 views		coming	
YouTube Management fee 30%									\$ 150.00				
Mobile													
Network - Product	Section	Behavioral Targeting	Geo/Demo Targeting	Unit/Size	Start Date	End Date	Sponsorship (Y/N)	CPM	monthly billing total	Monthly Impression Goal	Total Clicks	Creative	Linking URL

Ad Type	education/entertainment	Run of site/ Education	retarget users that visit your site on their tablets	300X50	320X50	320X53	300x25	728x90	6 months	6 months	6 months	\$ 5.00	\$ 7.50	\$ 5.00	150k Impressions	100 Impressions	30k Impressions
Ad Tax Mobile				Vacaville, Dixon, Winters, Fairfield, Suisun, Vallejo American canyon, Benecia, Martinez Pinole Vacaville													
ad tax tablet				Dixon, Winters, Fairfield, Suisun, Vallejo American canyon, Benecia, Martinez Pinole													
ad tax Tablet Retargeting																	

Campaign Totals: \$ 17,700.00 #VALUE! #REF! #REF!

When ordering an AdView display line you must choose either Category Targeting or specific Behavioral Targeting. NOT BOTH.
 When ordering an AdView please specify the section you want to target or action item or if in across the entire site please put ADS for Full D1 Site.

Final Best Information:

Send Date: _____
 From: _____
 Subject: _____
 Quantity: _____
 Targeting: _____

Seed List (up to 5k): _____

Additional Campaign Notes:

Joseph L. B.
 VP Student Services

11/2/15



AGENDA ITEM: 18.(v)
MEETING DATE: November 19, 2015

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

TO:

MEMBERS OF THE GOVERNING BOARD

SUBJECT:

Contract award to Entercom San Francisco KRBQ-FM

REQUESTED ACTION:

SUMMARY:

Board approval is requested for advertising Solano Community College District enrollment from November 20, 2015 through June 26, 2016.

The Board is asked to approve the contract with Entercom San Francisco KRBQ-FM in the amount of \$17,500.

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ED CODE: BOARD POLICY: ESTIMATED FISCAL IMPACT: \$17,500.00

SUBMITTED BY:

STUDENT SUCCESS IMPACT:

Help our students achieve their educational, professional and personal goals

ATTACHMENTS:

Description

- ▣ Entercom SF Contract

Memo Bill



Entercom San Francisco KBLX-FM
 201 Third St.
 Suite 1200
 San Francisco, CA 94103
 (415) 777-0965

www.kblx.com

And:

Solano Community College
 Attention: Shermila Johnson
 4000 Suisun Valley Rd
 Fairfield, CA 94534

Contract / Revision 514913		Alt Order #
Product 2015 Spring/Summer/Fall Enrollment		
Contract Dates 11/20/15 - 06/26/16		Estimate # 2015 Spring/Summer/F
Advertiser Solano Community College		Original Date / Revision 11/04/15 / 11/04/15
Billing Cycle EOM/EOC	Billing Calendar Broadcast	Cash/Trade Cash
Station KBLX-FM	Account Executive Gealous Wise	Sales Office San Francisco
Special Handling		
Demographic Adults 18+		
IDB#	Advertiser Code	Product Code
Agency Ref	Advertiser Ref	

*Line	Ch	Start Date	End Date	Description	Start/End Time	Days	Length	Spots/Week	Rate	Rtn	Type	Spots	Amount
N 1	KBLX	11/20/15	06/26/16	M-F	6a-7p		:30				NM	125	\$17,500.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>	<u>Rating</u>			
		Week: 11/16/15	11/22/15	----F--				7	\$140.00	0.00			
		Week: 11/23/15	11/29/15	-----				0	\$140.00	0.00			
		Week: 11/30/15	12/06/15	MTWTF--				8	\$140.00	0.00			
		Week: 12/07/15	12/13/15	-----				0	\$140.00	0.00			
		Week: 12/14/15	12/20/15	MTWTF--				8	\$140.00	0.00			
		Week: 12/21/15	12/27/15	-----				0	\$140.00	0.00			
		Week: 12/28/15	01/03/16	MTWTF--				7	\$140.00	0.00			
		Week: 01/04/16	01/10/16	-----				0	\$140.00	0.00			
		Week: 01/11/16	01/17/16	MTWTF--				8	\$140.00	0.00			
		Week: 01/18/16	01/24/16	-----				0	\$140.00	0.00			
		Week: 01/25/16	01/31/16	MTWTF--				8	\$140.00	0.00			
		Week: 02/01/16	02/07/16	-----				0	\$140.00	0.00			
		Week: 02/08/16	02/14/16	MTWTF--				8	\$140.00	0.00			
		Week: 02/15/16	02/21/16	-----				0	\$140.00	0.00			
		Week: 02/22/16	02/28/16	MTWTF--				8	\$140.00	0.00			
		Week: 02/29/16	03/06/16	-----				0	\$140.00	0.00			
		Week: 03/07/16	03/13/16	MTWTF--				8	\$140.00	0.00			
		Week: 03/14/16	03/20/16	-----				0	\$140.00	0.00			
		Week: 03/21/16	03/27/16	MTWTF--				8	\$140.00	0.00			
		Week: 03/28/16	04/03/16	-----				0	\$140.00	0.00			
		Week: 04/04/16	04/10/16	MTWTF--				8	\$140.00	0.00			
		Week: 04/11/16	04/17/16	-----				0	\$140.00	0.00			
		Week: 04/18/16	04/24/16	MTWTF--				8	\$140.00	0.00			
		Week: 04/25/16	05/01/16	-----				0	\$140.00	0.00			
		Week: 05/02/16	05/08/16	MTWTF--				8	\$140.00	0.00			
		Week: 05/09/16	05/15/16	-----				0	\$140.00	0.00			
		Week: 05/16/16	05/22/16	MTWTF--				8	\$140.00	0.00			
		Week: 05/23/16	05/29/16	-----				0	\$140.00	0.00			
		Week: 05/30/16	06/05/16	MTWTF--				8	\$140.00	0.00			
		Week: 06/06/16	06/12/16	-----				0	\$140.00	0.00			
		Week: 06/13/16	06/19/16	MTWTF--				7	\$140.00	0.00			
		Week: 06/20/16	06/26/16	-----				0	\$140.00	0.00			
Totals											0.00	125	\$17,500.00

(* Line Transactions: N = New, E = Edited, D = Deleted)
 Agency and Advertiser agree and acknowledge that Station's Advertising Terms and Conditions govern this contract. Station's Advertising Terms and Conditions are available at www.entrcom.com.



Entercom San Francisco KBLX-FM
 201 Third St.
 Suite 1200
 San Francisco, CA 94103
 (415) 777-0965

www.kblx.com

Contract / Revision	Alt Order #
514913 /	

Contract Dates	Product	Estimate #
11/20/15 - 06/26/16	2015 Spring/Summer/Fa	2015 Spring/Summer/Fall

Advertiser	Original Date / Revision
Solano Community College	11/04/15 / 11/04/15

Time Period	# of Spots	Gross Amount	Net Amount
10/26/15 - 11/29/15	7	\$980.00	\$980.00
11/30/15 - 12/27/15	16	\$2,240.00	\$2,240.00
12/28/15 - 01/31/16	23	\$3,220.00	\$3,220.00
02/01/16 - 02/28/16	16	\$2,240.00	\$2,240.00
02/29/16 - 03/27/16	16	\$2,240.00	\$2,240.00
03/28/16 - 04/24/16	16	\$2,240.00	\$2,240.00
04/25/16 - 05/29/16	16	\$2,240.00	\$2,240.00
05/30/16 - 06/17/16	15	\$2,100.00	\$2,100.00
Totals	125	\$17,500.00	\$17,500.00

Signature: _____ Date: _____

STANDARD ADVERTISING TERMS AND CONDITIONS

The organization contracting for the purchase of advertising covered by this contract (hereinafter called "AGENCY" or "ADVERTISER" as the case may be) and the station accepting this contract (hereinafter called "STATION") hereby agree that this contract shall be governed by the following conditions:

1. PAYMENT AND BILLING

- (a) STATION will bill AGENCY or ADVERTISER monthly, using the Final Sunday Fiscal Month, unless otherwise provided on the face of the contract.
- (b) Payment by AGENCY or ADVERTISER is due upon receipt of invoice. AGENCY or ADVERTISER waives any billing dispute if AGENCY or ADVERTISER does not notify STATION of such dispute in writing within thirty (30) days from date of the invoice containing such amount in dispute. In the event AGENCY or ADVERTISER timely notifies STATION of such dispute, AGENCY or ADVERTISER and STATION shall work diligently with each toward a resolution, but any amount not in dispute shall be promptly paid as described herein. Payments by established and recognized advertising agencies shall be subject to a 15% agency discount on cash payments only, except for non-commissionable amounts or as otherwise stated herein or in a governing master contract.
- (c) Invoices shall contain dates of advertising purchased on request, length of commercial announcement and cost.
- (d) Upon request STATION shall provide proof of performance specifying exact times when commercials were aired taken from the official log maintained by STATION as required by FCC regulations.
- (e) If this agreement is entered into by an AGENCY, then AGENCY agrees that ADVERTISER and AGENCY are jointly and severally purchasing the advertising hereunder and acknowledges that any credit that has been extended by STATION has been extended on the basis of the credit and promise to pay of both AGENCY and ADVERTISER. AGENCY represents and warrants that it is authorized to bind the ADVERTISER and agrees that AGENCY and ADVERTISER shall be jointly and severally liable for the payments to be made under this agreement. Sequential liability is not accepted under any circumstance unless in writing by STATION management.

2. TERMINATION

- (a) Commercial announcements or programs of less than 5 minutes duration may be cancelled by STATION, AGENCY or ADVERTISER upon fourteen (14) days prior written notice, but no such cancellation shall be effective until fourteen (14) days after initial start of broadcasting hereunder otherwise stated on face of confirmation.
- (b) Programs of 5 minutes or longer duration may be cancelled by STATION, AGENCY or ADVERTISER upon twenty-eight (28) days prior notice, but no such cancellation shall be effective until twenty-eight (28) days after initial start of broadcasting hereunder unless otherwise stated on face of confirmation.
- (c) If AGENCY or ADVERTISER cancels contract, earned rates will apply. If STATION cancels contract, AGENCY or ADVERTISER shall have the benefit of the same discounts which it would have earned had it been allowed to complete the contract.

3. EXTENSIONS AND RENEWALS

Any extensions or renewals of this contract shall be subject to prior approval by STATION and shall be at the rates in effect at the time of said extension or renewal as set forth on STATION's then published rate card.

4. EFFECT OF BREACH

- (a) STATION reserves the right to terminate this contract upon default by AGENCY or ADVERTISER in the payment of bills or other material breach of the terms hereof at any time upon one day's notice. Upon such termination all charges for advertising completed hereunder and not paid shall become immediately due and payable. If STATION terminates by reason of AGENCY's or ADVERTISER's material breach, AGENCY's or ADVERTISER's liability shall be to pay not only for advertising completed hereunder prior to termination by STATION but for advertising to be completed thereafter under the contract, less only the STATION's actual cost savings realized on account of termination (such as fees to live talent that are cancellable at the time of termination of the contract).
- (b) In the event of material breach by STATION in performing this contract, AGENCY or ADVERTISER reserves the right to terminate this contract at any time upon one (1) day's prior notice. In no event shall STATION be liable or responsible for any incidental, special, consequential or punitive damages (including without limitation, lost profits, promotional costs or costs of other media) relating to the performance or breach of this Agreement whether arising in contract, tort or otherwise. STATION's total liability to AGENCY and/or ADVERTISER for any breach of or failure to perform this Agreement shall be limited to a refund of any amounts paid to STATION under this Agreement regardless of whether such liability arises in contract, tort or otherwise.
- (c) In case suit or action is instituted by STATION for the collection of any money owing hereunder or for enforcement of any of STATION's rights hereunder, AGENCY or ADVERTISER agrees to pay all costs and disbursements of said suit or action together with reasonable attorney's fees.

5. FAILURE TO BROADCAST

If for any reason there is an interruption or omission of any advertising contracted to be broadcast hereunder, STATION may suggest a substitute time period for the broadcast of the interrupted or omitted advertising. If no such substitute time period is acceptable to AGENCY or ADVERTISER, STATION shall allow AGENCY or ADVERTISER (1) with respect to a program, a pro rata reduction in the time and/or program charges hereunder in the amount of money assigned to the time and/or program charges at time of purchase, and (2) with respect to a commercial announcement, a reduction in the time charges equal to the amount of money assigned to the commercial announcement at time of purchase. AGENCY or ADVERTISER shall have the benefit of the same discounts which would have been earned if there had been no interruption or omission in the advertising. The foregoing shall be STATION's sole liability for any failure to broadcast a commercial announcement hereunder. IN NO EVENT SHALL STATION BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE.

6. SUBSTITUTION OF PROGRAMS OF PUBLIC SIGNIFICANCE

- (a) STATION shall have the right to cancel any purchased advertising or portion thereof covered by this contract in order to broadcast any program which, in its absolute discretion, it deems to be of public significance. In any such case, STATION will notify AGENCY or ADVERTISER in advance if reasonably possible, but where such notice cannot reasonably be given STATION will notify AGENCY or ADVERTISER within one (1) business day after such scheduled broadcast has been cancelled.
- (b) If AGENCY or ADVERTISER and STATION cannot agree upon a satisfactory substitute day and time, the broadcast time so preempted shall be deemed cancelled without affecting the rates, discounts, or rights provided under this contract, except that AGENCY or ADVERTISER shall not have to pay the cancelled STATION charges.

7. RATE CLASS CODES AND OTHER TERMS

- (a) The Rate Class Codes are as follows: F = Fixed, will run within designated day and day part; M = Moveable within the overall time parameters indicated without promise as to the specific placement or distribution therein; P = Preemptible, scheduled to run within the overall time parameters indicated subject to preemption for other business at the discretion of the STATION.
- (b) Any additional written terms and conditions contained in STATION's proposal or quotation, which are not inconsistent herewith, are hereby incorporated by reference.

8. PROGRAM AND COMMERCIAL MATERIAL

- (a) Unless otherwise noted on the face of this contract, all program material and all commercial announcements shall be furnished by STATION, excluding advertising announcement material, which shall be furnished by AGENCY or ADVERTISER. All expenses connected with the delivery of commercial announcements to STATION, and with return therefrom, if return is directed, shall be paid by AGENCY or ADVERTISER. In the event STATION furnishes or produces the commercial announcement, STATION shall own all rights to such announcement and the copy contained therein, including without limitation all copyrights, the creative concept contained therein, and the actual recording.
- (b) STATION will attempt to advise AGENCY or ADVERTISER by telephone or email if AGENCY or ADVERTISER furnished program or commercial material and scheduling instructions do not arrive 72 hours in advance of advertising date. If material and instructions do not arrive at the STATION within twenty-four (24) hours after STATION has notified the AGENCY or ADVERTISER, STATION may bill AGENCY or ADVERTISER (as the case may be) for the time reserved. STATION will exert all reasonable effort to broadcast material received from AGENCY or ADVERTISER despite late receipt.
- (c) If, due to public emergency or necessity, force majeure, restrictions imposed by law, acts of God, labor disputes or for any other cause beyond AGENCY's or ADVERTISER'S control, AGENCY or ADVERTISER cannot provide commercial and/or program material prior to scheduled broadcast hereunder, AGENCY or ADVERTISER shall not be liable to STATION. In such event, STATION shall suggest a substitute day and time period for broadcast of said advertising and/or program material. If no such substitute day and time period is mutually agreed upon, STATION shall credit AGENCY or ADVERTISER for the time and/or program charges hereunder in the amount of money assigned to the time period and/or program at time of purchase. AGENCY or ADVERTISER shall have the benefit of the same discounts which would have been earned if the advertising announcement and/or program had been broadcast.
- (d) Advertising material provided by AGENCY and ADVERTISER is subject to approval and STATION may exercise a continuing right to reject such material, including a right to reject for unsatisfactory technical quality or content. In the event program material is unsatisfactory, STATION shall have the right to substitute its own program at no penalty to AGENCY or ADVERTISER. In the event the commercial material is unsatisfactory, STATION will attempt to notify AGENCY or ADVERTISER by telephone or email and unless AGENCY or ADVERTISER furnishes satisfactory material twenty-four (24) hours prior to broadcast time this contract may be terminated by either party without penalty to the other.
- (e) In the event STATION provides copy and/or production services to ADVERTISER all rights to such copy, production and any recordings thereof shall be and remain the sole and exclusive property of STATION and ADVERTISER's permitted use thereof shall be limited to advertising on the STATION.

9. ADVERTISING LIABILITIES

STATION agrees to hold and save AGENCY and ADVERTISER harmless against all liability resulting from the broadcast of (1) program material except program material furnished by AGENCY or ADVERTISER and (2) musical compositions licensed for broadcasting by a music licensing organization of which STATION is a licensee. AGENCY and ADVERTISER agree to hold and save STATION harmless against all liability resulting from the advertising material or program material furnished by AGENCY or ADVERTISER except musical compositions licensed as stated above.

10. NON-DISCRIMINATION POLICY

NONDISCRIMINATION POLICY: Station does not discriminate in advertising contracts on the basis of race or ethnicity, and will not accept any advertising which is intended to discriminate on the basis of race or ethnicity. ADVERTISER and/or AGENCY represents and warrants that it is not purchasing advertising time from Station that is intended to discriminate on the basis of race or ethnicity.

11. GENERAL

- (a) STATION shall exercise normal precautions in handling of property and mail but assumes no liability for loss of or damage to program or advertising material and other property furnished by AGENCY or ADVERTISER in connection with broadcasts hereunder. STATION will not accept or process mail, correspondence or telephone calls in connection with broadcasts except after prior approval.
- (b) This contract, including the rights under it, may not be assigned or transferred without first obtaining the consent of STATION in writing, nor may STATION be required to broadcast hereunder for the benefit of any advertiser other than the one named on the face contract. Failure of STATION or of AGENCY or ADVERTISER to enforce any of the provisions herein shall not be construed as a general relinquishment or waiver as to that or any other provision.
- (c) STATION's obligations hereunder are subject to the terms and conditions of licenses held by it and to applicable federal, state and local laws and regulations.
- (d) This contract contains the entire agreement between the parties relating to the subject matter herein contained, and no change or modification of any of its terms and provisions shall be effective against any party unless the same is in writing signed by said party.
- (e) This agreement may be executed in counterparts, each of which shall be deemed an original, and which together shall constitute one and the same instrument.
- (f) Any sales, use, gross receipts or similar taxes imposed as a result of this order shall be the responsibility of AGENCY and ADVERTISER. STATION may collect such tax in addition to the price of advertising hereunder.



AGENDA ITEM: 18.(w)
MEETING DATE: November 19, 2015

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

TO:

MEMBERS OF THE GOVERNING BOARD

SUBJECT:

STUDENT EQUITY PLAN APPROVAL, FISCAL YEAR 2015-2016

REQUESTED ACTION:

Approval

SUMMARY:

The Student Equity Plan and budget is posted to the website for review and approval is requested prior to submission to the California Community Colleges Chancellors Office on November 30, 2015. Solano Community College District Student Equity Allocation is \$1,013,726. The Student Equity Plan is available online at http://www.solano.edu/student_services/index.php.

STUDENT SUCCESS IMPACT:

Help our students achieve their educational, professional and personal goals

ED CODE: §66010.2c BOARD POLICY: 5355 ESTIMATED FISCAL IMPACT: (\$1,013,726)

SUMBITTED BY: