

**Solano Community College District**  
**360 Campus Lane, Suite 201**  
**Fairfield, CA 94534-3197**

**Request for Qualifications and Proposals**  
**for**  
**Program and Construction Management Services**  
[RFQ/P #14-009]

January 9, 2014

Solano Community College District ("District") is seeking qualified persons, firms, partnerships, corporations, associations, or professional organizations to provide comprehensive professional program and construction management services to the District for the Measure "Q" Bond Program ("Program") at the Fairfield campus and Vallejo and Vacaville centers.

The Request for Qualifications and Proposals (RFQ/P), which includes instructions for its completion, is enclosed for your consideration. According to the specifications contained herein, Respondents to this RFQ/P shall submit:

- (1) A completed Statement of Qualifications (SOQ); and
- (2) A completed Statement of Proposal (SOP).

Respondents may submit qualifications and proposals that cover both program management and construction management services, or one or the other.

Respondents to this RFQ/P should mail or deliver five (5) bound copies, one (1) unbound copy, and one (1) electronic copy on CD or DVD of your SOQ and SOP to:

Laura Scott, Purchaser  
Solano Community College  
360 Campus Lane, Suite 201  
Fairfield, CA 94534-3197

**ALL RESPONSES ARE DUE BY 2:00 P.M. ON February 7<sup>th</sup>, 2014.**

Oral, telegraphic, facsimile, telephone or email SOQ/SOPs will not be accepted. SOQ/SOPs received after aforementioned date and time will not be accepted and will be returned unopened.

A non-mandatory, pre-submission meeting will be conducted on **January 17<sup>th</sup>, 2014, at 10:00 A.M.** The meeting will occur at the District's board room, located at 360 Campus Lane, First Floor, Fairfield CA, 94534. A general overview of the program will be provided, as well as a question and answer session specific to this RFQ/P.

Questions regarding this RFQ/P may be directed to Laura Scott, District Purchaser [laura.scott@solano.edu](mailto:laura.scott@solano.edu) with a copy to Leigh Sata, Executive Bonds Manager [leigh.sata@solano.edu](mailto:leigh.sata@solano.edu)

**Solano Community College District  
REQUEST FOR QUALIFICATIONS & PROPOSALS  
Program and Construction Management Services**

**I. INTRODUCTION:**

The Solano Community College District ("District") is a community college serving students of all ages from Solano County and the wider Bay Area. Since 1945, when the school was founded as Vallejo Junior College, the college has helped students gain the skills necessary to transfer to four year universities, train for new careers and advance in their jobs, learn basic skills and enjoy the benefits of lifelong learning. The District moved to the main campus in Fairfield in the early 1970s, and recently constructed "centers" in Vallejo and Vacaville. Classes are also held at Travis Air Force Base and the Nut Tree Airport. The previous bond, Measure G, passed in 2000 and will conclude in December 2014. The \$348M Measure Q bond passed in November 2012 and is expected to run for 15+ years.

The District is seeking responses to this Request for Qualifications and Request for Proposals ("RFQ/P") from experienced entities to provide both professional program and construction management services and to assist the District with various Measure "Q" Bond Projects ("Project") under the Facilities Modernization Program ("Program"). This RFQ/P defines the professional services sought from the Program Manager/Construction Manager ("PM/CM") and generally outlines the Project requirements.

**A. PROJECT DESCRIPTION AND BUDGET:**

The purpose of this RFQ/P is to assemble and interview teams of qualified professionals to provide comprehensive Measure Q program management services and construction management services for one or more Measure Q projects. The scope of work for the Measure Q RFQ/P will include ongoing management of the program and at various times during the program:

- Development of a program schedule, budget and implementation plan;
- Implementation of the Facilities Master Plan and District standards;
- Creation of a Procedures Manual that describes the procedures and approval processes for bond compliance and other issues related to compliance;
- Comprehensive program financial controls and project-specific controls;
- Procurement of goods and services according to the public contract code;
- Financial management, including management of contracts, requisitions, POs, invoices, and the creation of cash flow projections;
- Management of swing space, move services and FFE coordination and implementation;
- Creation and implementation of a communication plan, including content control of the District's website;
- Preparation of presentations and reports for the SCCD Board of Trustees and other committees as needed;
- Management of the CEQA process, property acquisition and entitlement;
- Management of design services – coordinating the work of architects, engineers and other professional service providers through DSA approvals and close out;
- Construction management services for various Measure Q projects;
- Program Management services (only) for the completion of Measure G and State Funded projects.

The District has established a phase one program budget of \$120,000,000 and a phase 2 program budget of \$70,000,000. This RFQ will address phase 1 and phase 2 only.

The District may assign all or parts of the work described above to one or more of the successful firms.

**B. PERIOD OF PERFORMANCE:**

Commencing April 1, 2014, the period of performance for phase 1 program services shall be four (4) years. (See **Appendix "A"** for specific projects and schedule information). The District may, at its sole discretion, negotiate a contract extension of up to four (4) years for phase two program services. The total duration of any associated contract shall not exceed five (5) years.

**C. ANTICIPATED CONTRACT:**

A contract(s) resulting from this RFQ/P will commence April 1, 2014 and will be a four (4) year stipulated sum contract for basic services, which will include program management and design management services and may include construction management services for specific projects. Labor rates will be provided by the submitter as part of the SOQ, and will be combined with the projected hours of service for each position and/or task. These labor rates will form the basis for the base contract and amendments. The hourly rates provided at the onset of the program will be fixed for the length of the contract with the opportunity to negotiate new rates only at the beginning of additional contract amendment periods. The base contract will consist of a contract for program management and design management services. An additional contract may be issued for construction management services after the individual projects and corresponding delivery methods are approved by the board. The proposed contract is attached to this RFQ/P as **Appendix "B"**.

Proposers must thoroughly review the contract included herewith and must identify and term or condition of the contract that the Proposer requests modifying or deleting or if the Proposer is proposing to add new provisions. Proposers must set forth a clear explanation of what modification would be sought and specific alternate language. The District will review but is not obligated to accept any proposed changes.

**D. FULL OPPORTUNITY:**

The District hereby affirmatively ensures that Disadvantaged Business Enterprises (DBE), Small Local Business Enterprise (SLBE), Small Emerging Local Business Enterprise (SELBE) and Disabled Veterans Business Enterprise (DVBE) firms shall be afforded full opportunity to submit qualifications in response to this notice and will not be discriminated against on the basis of race, color, national origin, ancestry, disability, gender, transgender status, political affiliation, or religion in any consideration leading to the award of contract. No qualified disabled person shall, on the basis of disability, be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination in any consideration leading to the award.

The District reserves the right to reject any or all SOQ/SOPs, to waive any irregularities or informalities not affected by law, to evaluate the SOQ/SOPs submitted and to award the contract according to the SOQ/SOP which best serves the interests of the District.

**E. LIMITATIONS:**

This RFQ/P is neither a formal request for bids, nor an offer by the District to contract with any party responding to this RFQ/P. The District makes no representation that participation in the RFQ/P process will lead to an award of contract or any consideration whatsoever. The District shall in no event be responsible for the cost of preparing any response or proposal in response to this RFQ/P. The awarding of the program and construction management services contract, if at all, is at the sole discretion of the District.

In order to encourage local participation, the District will consider in its evaluation of best value, that firms have physical, verifiable offices within 50 miles of the Fairfield campus. Firms may be asked to provide lease agreements or other verifiable documentation before being asked to participate in the next stage interview.

**F. ROLE OF THE DISTRICT:**

The District has hired an "Executive Bonds Manager" (EBM) reporting to the President. The EBM will manage a bond office consisting of a Business Operations Coordinator, Bond Accounting Manager, Bond Accounts Payable technician and Bond Purchaser. The Program Management team will interface with bond team on a regular basis and become an extension of bond staff. It is expected that over the life of the program, the consulting program management team will expand and contract depending on the needs of the District. The District's bond staff will, in general:

- Select and oversee the program management team;
- Provide leadership, guidance and general support to the program management team;
- Process financial information including requisitions, POs, contracts and invoices based on recommendations from program management team;
- Conduct performance and financial audits on a regular basis;
- Work with the program manager on procurement of goods and services to benefit the District; and
- Act as the interface to faculty, staff, administration and the Board of Trustees.

**G. RESTRICTIONS ON LOBBYING AND CONTACTS:**

From the period beginning on the date of the issuance of this RFQ/P and ending on the date of the award of the contract, no person, or entity submitting in response to this RFQ/P, nor any officer, employee, representative, agent, or consultant representing such a person or entity shall contact through any means or engage in any discussion regarding this RFQ/P, the evaluation or selection process/or the award of the contract with any member of the District, Board of Trustees, or selection members, except as expressly authorized herein. Any such contact shall be grounds for the disqualification of the entity submitting a response.

## **II. SCOPE OF SERVICES:**

### **A. GENERAL:**

The District intends to select one firm that best meets the District's needs to perform program management services and may choose to select the same firm to provide construction management services as described in this RFQ/P. However, the District may also choose to assign all or parts of the work described to one or more of the successful firm(s). The criteria on which the District makes its determination will be based on the best value to the District, which includes ability and experience as described herein.

Firms may use the information provided in **Attachment "A"** as an indication of the project type and timeframe expected for the program. However, the District expects that the successful firm will participate in verifying the costs and feasibility of the proposed schedule; will assist in the development of budgets and create a comprehensive implementation plan.

In general, the selected PM/CM will work cooperatively with the District, Board, staff and consultants, project manager(s), architect(s) of record, project inspector(s), contractor(s), citizens' oversight committee, other District committees, and the community to facilitate the timely completion of the Project(s) within the Board approved budgets and to District design standards. The PM/CM will be the District's representative in relation to architects, inspectors, contractors and other consultants and will ensure compliance with plans, specifications and other documentation for each contract.

The District reserves the right to divide up responsibilities among projects or phases of work. The District may contract immediately, or during the length of the Program, with a single firm to provide all of the services described herein, or it may elect to divide the scope of work into phases as follows:

- Program management and design management;
- Construction management for specific sites; or
- Selected services within various projects and sites.

A firm may choose to submit for program management and design services only, construction management services only, or both; but it is the responsibility of the submitting firm to make it clear which services are being submitted for in the SOQ.

Firms may not participate as a General Contractor, Architect of Record, or provide other services that may be deemed as a conflict of interest if they are selected as the District's Program Manager and/or Construction Manager.

### **B. SUMMARY OF PROJECTS:**

(See **Appendix "A"** for specific project information).

### **C. SUMMARY OF RESPONSIBILITIES:**

The PM/CM shall be responsible for performing the scope of work indicated herein and in the Agreement attached hereto as **Appendix "B"** and generally shall perform the following categories of work as applicable to the Measure "Q" Bond Program, including, but not limited to:

#### **1. Anticipated Scope of Work: Program Manager**

- Develop scope, schedule and sequencing of projects (including a master program schedule), updated at regular intervals to account for changes in the program and develop specific project budgets using the JCAF-32 format;
- Prepare a project manual describing a comprehensive document control and approval system to insure that documents are properly approved, handled and maintained;
- Develop a communication plan, including the preparation of weekly reports for the President, Cabinet and bond staff, bi-monthly reports for the Board, monthly reports for the Measure Q Steering Committee, quarterly reports for the CBOC, and participate in the preparation of annual audits conducted by an outside auditing agency.
- Manage content for the bond website and coordinate with the District's IT department for timely posting of information, including photos, presentations and information as needed to update the public on the status of the bond.
- Recommend and assist in implementing a web-based financial reporting system, compatible with "Banner" and complying with bond mandates.
- Develop a filing structure and document control system for a common bond server and actively participate in managing the data stored on the server;
- Assist in developing specific vendor solicitations (RFQ/Ps) and vendor "pools" and maintain a database of qualified firms. Extensive knowledge of the public contract code and public procurement procedures is mandatory.
- Assist the District in the management and evaluation of separately hired architectural, engineering, CM firms and other specialty consultants.
- Assist the District with the implementation of an outreach program to attract and increase participation of local, emerging and Disabled Veterans Business Enterprise (DVBE) firms.
- Assist District with applications for state funding and the annual 5-year plan (the document will be prepared by the District with input from the Program Manager).
- Manage District's inventory of "As-Built" documents, working with District to complete files, and implement a "cloud" storage system.
- Oversee and coordinate the work of others with the FFE procurement manager.
- Advise the District regarding project delivery methods for individual projects, based on goals expressed by the District.
- Work closely with DSA (and other agencies), design team, construction team and others to receive timely approvals, close-out and submittal review.

## **2. Anticipated Scope of Work: Management of Design Services**

### **a. Programming and Design Phase:**

- Coordinate programming and design work with District faculty and staff, including participation in planning workshops, attendance and note taking at meetings and implementation of District standards.
- Manage agency input including DSA, OSHA, Fire, Water, Sewer, CEQA, SWPPP, and others involved in the design and construction process. Attend meetings as the District's agent and work with design professionals to obtain all necessary agency approvals.
- Coordinate the work of design consultants with District-hired consultants and internal District departments, such as IT and M & O.
- Provide value engineering and life cycle cost analysis of drawings.
- Review design documents for constructability, consistency, and coordination during Schematic and Design Development phases of work. Coordinate owner-supplied information and expedite design reviews with appropriate user groups. Keep accurate meeting notes.
- Advise District on appropriate procurement method including Lease/Lease-back and Design-Build. Develop contracts for use by LLB and/or DB entity, prepare appropriate Division 0/1 specifications and otherwise advise on all aspects of these procurement methods.

## **3. Anticipated Scope of Work: Construction Manager**

### **a. Design Phase:**

- Prepare a constructability review at 50% CD phase, working with architect to integrate comments in a timely manner. Review and advise District on Division 0/1 documents.
- Prepare an independent budget estimate and conduct a budget reconciliation process with the architect/engineer of record.
- Prepare a construction coordination plan to include lay down areas, access, construction fence line, temporary paths and signage, and other items that will affect the ability of the District to hold class.

### **b. Contractor Procurement Phase (bid phase):**

- Assist program manager with a pre-qualification process for the selection of prime and/or sub-contractors.
- Conduct a pre-bid walk through on site.
- Coordinate all bid-phase activities with the District, including: public notices, addenda, bid evaluations, reference checks and post-bid conferences.

- Assist with bid protests, and assist with the evaluation of bonds and insurance.
- Coordinate submittals required by governing agencies and support program manager in preparation of reports and other presentations.

c. Construction Phase:

- Implement the District's Project Labor Agreement (PLA), **Attachment "C."**
- Review contractor's preconstruction submittals, including submittal schedule, construction schedule, bonds, insurance and schedule of values.
- Provide daily management of the General Contractor and enforce performance, adherence to milestones (including the implementation of a recovery schedule if required), review contractors' submittals and coordinate with architect to provide efficient timeframe for turn-around.
- Attend weekly job-site OAC meetings and review minutes prepared by others. Establish team communication procedures.
- Evaluate and process payment applications and verify progress. Evaluate Potential Change Requests and prepare Change Orders for board approval.
- Evaluate and insure that requests for information ("RFIs"), shop drawings, sample review, and other submittals are timely.
- Assist and support architects' construction administration processes.
- Determine substantial completion date and manage release of retention. Coordinate procurement and installation of Furniture, Fixtures, and Equipment (FF&E), swing plan (temporary housing) and move-in process.

d. Close-Out Phase:

- Coordinate General Contractor training of District staff on systems operations.
- Coordinate contractor close-out requirements in a timely manner, including the completion of punch list items, turn-over of warranties, certificates, keys, manuals, as-built drawings, record drawings, daily logs, and verified reports.
- Track and coordinate operational reviews with District staff during warranty period and manage corrective work as necessary. Coordinate and arrange for an "11th month" warranty walk-through.
- Ensure that building commissioning requirements are fulfilled in a timely manner by District commissioning agents.
- Provide DSA close-out; coordinate final testing, documentation, and other regulatory inspections.
- Prepare final accounting reports for financial close-out of project.

### **III. STATEMENT OF QUALIFICATIONS/STATEMENT OF PROPOSALS REQUIRED INFORMATION AND FORMAT**

#### **A. FORMAT:**

Material must be in 8½ x 11 inch format. SOQs shall include divider tabs labeled with boldface headers below (e.g. the first tab would be entitled "Cover Letter," the second tab would be entitled "Firm Organization," etc.) Five (5) bound copies, one (1) unbound copy, and one (1) electronic copy of the SOQ shall be submitted. Each submittal shall not contain more than thirty (30) double sided pages, excluding front and back covers, tabs and "additional references" (section 7, listed below).

If the firm is deemed qualified for an interview, a RFP will be requested at that time. You will be asked to provide your fee proposal in a separate, sealed envelope. Firms that are selected for interview will be contacted at a later date and may be asked to provide additional information.

The unbound copy marked "Copy for Reproduction" shall be formatted as follows:

- No divider sheets or tab
- Pages with proprietary information removed
- A cover sheet listing the firm's name, the total number of pages, and identification of those pages that were removed due to proprietary information

#### **B. CONTENTS:**

The following criteria should define the individual or firm and should state why it believes it is qualified to provide the services requested in this RFQ/P. The outline below should be followed in the preparation of the SOQ:

##### **1. Cover Letter**

- Provide a letter of introduction signed by an authorized officer of the PM/CM organization.
- Identify the type of work the firm is submitting for using descriptions in "Scope of Services" section. If a proposal for multiple services is being submitted then all services are to be listed; separate proposals are not required.
- Clearly identify the individual who is authorized to speak for the firm during the evaluation process.
- Must include the following statement:  
"The [firm's name] received a copy of the standardized Program and Construction Management Services Agreement used by Solano Community College District, including the indemnity provisions and professional liability insurance provisions contained therein. If given the opportunity to contract with the District, the [firm's name] has no objections to the use of these agreements."

## **2. Firm Organization**

- Provide a brief history of your firm, and, if a joint venture, of each participating firm. Describe the nature of your collaboration, if applicable.
- Type of organization or company structure (i.e. legal form, ownership and senior officials of company).
- Certification that the firm is legally permitted or properly licensed to conduct business in the State of California and provide the services offered.
- Number of years the firm has been in business and type of business conducted. Identify proportion that program and construction management is of overall business, and proportion that college projects are of the PM/CM portion of the business.
- Location of the office that will be responsible for the implementation of this contract.
- How sub-consultants have been/will be utilized and what extent work has been/will be performed in-house.

## **3. Firm Qualifications**

- Firms submitting SOQ/SOPs in response to this RFQ/P must be qualified to provide the program and construction management services that are being submitted for. Each PM/CM must be capable of providing all necessary professional and technical services and resources to complete the responsibilities typically contracted for and for which firm is responding to. Respondents must demonstrate experience in working within community colleges, universities and/or school district systems. Specifically, firm must demonstrate program and construction management experience on campuses for more than 5 years.
- Identify each college or K-12 program for which your firm provided program and design management services in the past five (5) years (or currently underway), including:
  1. Name of project and college;
  2. Contact person and telephone number at college;
  3. Firm person in charge of program;
  4. Dollar value of program.

- Identify each college project or K-12 program for which your firm provided construction management services in the past five (5) years (or currently underway), including:
  1. Name of project and college;
  2. Contact person and telephone number at college;
  3. Firm person in charge of program;
  4. Dollar value of each construction project(s)
- Demonstrate its flexibility in adapting to the changing needs and priorities of a college or university.
- The PM/CM shall have at least 5 years of experience working with California Division of State Architect (DSA).

**4. Complete Listing of Lawsuits or Litigation**

List all litigation arising from any college or school district project or program on which your firm provided program and/or project/construction management services in the in the past five (5) years. State the issues in the litigation, the status of the litigation, names of parties, and outcome. SOQ/SOPs failing to provide the requested information on lawsuits or litigation, and responses which assert attorney-client privilege and fail to provide the information requested, will be considered non-responsive, disqualified from the selection process, and will not be evaluated.

**5. Project Team Qualifications**

The selected firm shall employ, at its expense, professionals properly licensed and skilled in the execution of the functions required for program and construction management as described herein. All services are to be performed under the direction and control of an architect, registered engineer, and/or contractor, each of whom is required to be licensed by the State of California.

- Identify the following key members within the firm who will be utilized on this project. Provide their resumes with qualifications especially as it relates to college campus projects, including identifying those projects for the past five (5) years, and list license numbers and dates:
  - i. Principal-in-Charge
  - ii. Program Manager
  - iii. Project Manager(s) and Project Engineer(s)
  - iv. Financial controls personnel
- Identify any proposed sub-consultants for this project and whether they are a minority owned, a small (or emerging) business or DVBE enterprise.

Include resumes and related experience for appropriate members of these firms. Firm should demonstrate previous working relationship with sub-consultants and submit recent project experience where the sub-consultant was utilized.

**6. Firm Resources, Proposed Methodologies, and Capabilities**

- Provide a statement demonstrating your firm’s or team’s ability to accomplish the scope of services in a comprehensive and thorough manner in order to meet the District’s goal of moving projects into construction within the earliest possible timeframe, in compliance with all regulations. Describe the firm’s technical capabilities for scheduling, budgeting, cost estimating, document control, quality control of documents, building commissioning and safety.
- Provide a statement of your work plan with your firm’s current and projected workload, which should include available staff.
- Describe the firm’s experience with state and other agencies involved in the planning, design, and construction process for college projects. Describe the firm’s method for quality control and how you insure the work of sub-consultants. Extensive team experience with the DSA, Uniform Building Code (“UBC”), and Title 24 of the California Code of Regulations is mandatory. The Program Manager must have had prior experience with California Public Contract Code requirements for competitively bid public contracts.
- Demonstrate an understanding of campus culture its impact on schedules and budgets.
- Describe why your firm would be the best fit for this this program. What specialized knowledge or experience in working with colleges does your firm bring to the table? What distinguishes your firm from others?
- Describe one scenario where your team resolved a challenging problem where all parties felt they achieved a positive solution.

**7. References (not included in page count)**

- In addition to the programs listed above, you may provide up to three (3) additional references for similar work done in the last five (5) years.
  1. Name of owner
  2. Contact name
  3. Contact’s job title
  4. Phone number
  5. Email address
  6. Project name and location

7. Beginning and end dates of project (including construction)
8. Brief description of project and responsibilities

**8. FEE PROPOSAL – PROVIDE IN A SEPARATE SEALED ENVELOPE**

- **Not required for SOQ submission.** A SOP will be required of successful vendors who are selected for interview.
- Provide hourly billing rates by position (as proposed); staffing plan (as proposed); and reimbursable schedule (as proposed).
- Respondent shall prepare a table/chart matching the projects shown in **Attachment "A"** demonstrating a viable staffing plan for the work proposed. Please indicate the level of effort (Full Time Equivalent) for each proposed project position and any other costs related to the work.
- Respondent shall provide a Schedule of Rates (SOR) by position, for each position proposed by your firm, whether you are submitting as a prime with sub-consultant(s), or as joint venture or partnership. The SOR shall consist of a list of proposed project staff with proposed hourly billing rates and the level of effort of each identified position for the duration of the initial contract period. Billing rates (as proposed) and staffing plan (as proposed) will be subject to negotiation over the appropriateness of roles and responsibilities, time commitment (full-time/part-time), and timing of start dates and end dates.
- Included within the fee proposal should be the identification of proposed reimbursements and any other program costs (i.e office supplies etc.). The District will provide suitable office space, office furnishings, computers, a printer and a phone system. Travel reimbursements are not allowed.

**IV. SELECTION CRITERIA**

**A. EVALUATION**

The District retains the sole discretion to determine whether a submittal is responsive, responsible and qualified and to waive any informalities or irregularities in the received SOQ. The District reserves the right to reject any and all submittals and to negotiate contract terms with one or more responding firms for one or more of the work items. The District's review committee will utilize several evaluation criteria but will be primarily focused on the responding firm's information provided in response to the required SOQ/SOP information.

The SOQ/SOPs will be evaluated based on each firm's qualifications and relevant experience with similar work to determine the best qualified to provide the required services at a fair and reasonable price to the District.

## **B. DISTRICT INVESTIGATIONS**

The District may perform investigations of proposing parties that extend beyond contacting the references identified in the proposals.

## **C. SELECTION OF INTERVIEW FINALISTS**

Based on its evaluation of responses to this RFQ/p, the District's selection committee will select a small group of finalists for interview. The criteria for selecting finalists may include, without limitation:

- The firm's experience and performance history with similar programs;
- Experience and results of proposed personnel, and availability of resources to meet anticipated schedule and Program requirements;
- References from clients contacted by the District;
- Technical capabilities and track record managing bond programs of similar size and scale;
- Overall responsiveness of the proposal, clearly stating the understanding of the purpose, scope and objectives of the Program, and demonstrating a good practical approach and work plan to achieve these objectives;
- Sensitivity to creating a team that matches the community served by Solano Community College and/or to including minority, emerging business and/or DVBE enterprises; and
- Qualitative factors, including an understanding of community college culture.

## **D. INTERVIEWS**

- The finalists who elect to pursue the work with the District may be invited to interview with the District's selection committee. If a firm is requested to come for an interview, the key proposed Project staff will be expected to attend the interview. The interview will be an opportunity for the District selection committee to review the proposal in greater detail, the firm's history, experience, approach and other matters the committee deems relevant to the evaluation process. The interview will start with an opportunity for the firm to present its proposal and its Project team in detail, and to present a formal proposal.
- The finalists will be required to submit in advance of the interview a more detailed fee proposal. If requested, this fee proposal shall include all charges and costs proposed to be charged to the District, including rates for extra work.
- Any comments or objections to the form of Agreement attached hereto as **Appendix "B"** to this RFQ/P shall be provided in writing before the interview and may be the subject of inquiry at the interview.
- Following the interviews, it is expected that the selection committee will make a recommendation to the Superintendent/President, who will advise the board on

the award a contract. The criteria for these recommendations will include those identified above, as well as cost considerations.

**E. Final Determination and Award**

- The District reserves the right to contract with any entity responding to this RFQ/P for all or any portion of the work described herein and/or in an Agreement offered to the entity, to reject any proposal as non-responsive, and/or not to contract with any firm for the services described herein. The District makes no representation that participation in the RFQ/P process will lead to an award of contract or any consideration whatsoever. The District reserves the right to seek proposals from or to contract with any firm not participating in this process. The District shall in no event be responsible for the cost of preparing any proposal in response to this RFQ/P.
- The awarding of contract(s) is at the sole discretion of the District. The District expects to award contract(s) for the program and construction management services identified in this RFQ/P in accordance with the schedule set forth in this RFQ/P.
- The District may, at its option, determine to award contracts only for portions of the scope of work. In such case, the successful proposing firm will be given the option not to agree to enter into the Agreement and the District will retain the right to negotiate with any other proposing firm selected as a finalist. If no finalist is willing to enter into a contract for the reduced scope of work, the District will retain the right to enter into negotiations with any other firm responding to this RFQ/P.
- The proposer's qualifications package, and any other supporting materials submitted to the District in response to this RFQ/P will not be returned and will become the property of the District unless portions of the materials are designated as proprietary at the time of submittal, and are specifically requested to be returned. This RFQ/P does not commit the District to negotiate an agreement with any proposing firm or individual.
- The District will maintain the pool of qualified applicants for the duration of the Measure C program. Requests for re-certification may be sent every 2 years. Firms who do not reply to the request for re-certification may be deleted from the pool of pre-qualified firms, at the sole discretion of the District. Additional firms can be added as the District determines the need for additional services.

**V. SUBMISSION GUIDELINES**

According to the specifications contained herein, Respondents to this RFQ/P shall submit:

- A completed Statement of Qualifications (SOQ); and
- Only if shortlisted for interview, a completed Statement of Proposal (SOP) which will be defined for the successful shortlisted applicants.

Respondents to this RFQ/P should mail or deliver five (5) bound copies, one (1) unbound copy, and one (1) electronic copy on CD or DVD of their proposals to:

Laura Scott  
District Purchaser  
Solano Community College District  
360 Campus Lane, Suite 201  
Fairfield, CA 94534

**ALL SOQ RESPONSES ARE DUE BY 2:00 P.M. ON FEBRUARY 7th, 2014.** Oral, telegraphic, fax, telephone, or email responses will not be accepted. SOQs received after the aforementioned date and time will not be accepted and will be returned unopened.

A non-mandatory pre-submittal meeting will be conducted on **January 17<sup>th</sup>, 2014 at 10:00 A.M.** Submitters are encouraged to attend as important program information will be shared. The meeting will occur at the Solano Community College District Board Room, 360 Campus Lane, First Floor, Fairfield, CA 94564. General program information will be provided that is specific to this RFQ/P and there will be an opportunity to ask questions.

Each SOQ Submittal must conform and be responsive to the requirements set forth in this RFQ/P.

The District reserves the right to waive any informalities or irregularities in received Submittals. Further, the District reserves the right to reject any and all Submittals and to negotiate contract terms with one or more respondent firms for one or more of the work items.

The District hereby notifies all respondents that it will affirmatively insure that, in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit its response to this RFQ and no respondent will be discriminated against on the grounds of race, color, sex, age, ancestry, religion, marital status, national origin, medical condition or physical disability on consideration for the award.

The District reserves the right to change the dates on the schedule without prior notice.

**RFQ/P RESPONSE SCHEDULE SUMMARY**

<b>Date</b>	<b>Item</b>
January 9 <sup>th</sup> and 16 <sup>th</sup> , 2014	Advertisement of PM/CM RFQ/P #14-009.
January 10 <sup>th</sup> , 2014	Proposal packages available for distribution.
<b>January 17<sup>th</sup>, 2014 at 10:00 A.M.</b>	<b>Non-mandatory information session.</b>
January 31 <sup>st</sup> , 2014 at 2:00 P.M.	Last day to receive written questions from Respondents. Submit written questions to Laura Scott, via email at <a href="mailto:laura.scott@solano.edu">laura.scott@solano.edu</a> with a copy to <a href="mailto:leigh.sata@solano.edu">leigh.sata@solano.edu</a>
February 3 <sup>rd</sup> , 2014 by 2:00 P.M.	Addendum issued in response to submitted questions/clarifications.
<b>February 7<sup>th</sup>, 2014 at 2:00 P.M.</b>	<b>SOQ deadline for submissions in response to RFQ/P #14-009.</b>
February 14 <sup>th</sup> , 2014 by 5:00 P.M.	Release of shortlist of qualified firms and interview notifications.
March 5 <sup>th</sup> , 2014	SOP deadline for interview candidates
March 10 <sup>th</sup> – 14 <sup>th</sup> , 2014	Interviews with selection committee and S/P office
March 21 <sup>st</sup> , 2014	Notification and award
April 2 <sup>nd</sup> , 2014	Board meeting – award of start-up contract
April 21 <sup>st</sup> , 2014	Staff on ground

**WE THANK YOU FOR YOUR INTEREST IN THIS PROGRAM!**

**APPENDIX "A"**  
**DESCRIPTION OF PROJECTS – PRELIMINARY (DRAFT) LIST**

**Fairfield:**

1. Energy Project: ESCO project at Fairfield Campus
  - o Total project budget: \$10.5 MM
  - o Phase beginning 4/1/14: Bidding
2. Theater Modification (B-1200): Structural modification of existing Theater building, with second phase expansion in 2017.
  - o Total project budget: \$13.6 MM (State Funded), \$5.4 MM (Measure Q)
  - o Phase beginning 4/1/14: Schematic Design
3. Veteran’s Center: 7,500gsf building to meet specialized needs of Veterans
  - o Total project budget: \$5.0 MM
  - o Phase beginning 4/1/14: Programming
4. Science and Math Building: New science building with new classrooms, labs, faculty offices and the renovation of the adjoining (existing) math building (B-1500)
  - o Total project budget: \$28.0 MM
  - o Phase beginning 7/1/14: Programming
5. Small projects: Miscellaneous small projects for M & O and IT
  - o Total project budget: \$4.0 MM
  - o Phase beginning 4/1/14: Develop list of priorities to address with funds available
6. ADA Upgrades: all campuses, most work on Fairfield
  - o Total project budget: \$4.8 MM
  - o Phase beginning 4/1/14: confirm scope and allocate resources

**Vallejo:**

7. Property purchases, due diligence and closure on transactions
  - o Total project budget: \$12.5 MM
  - o Phase beginning 4/1/14: Final due diligence, site planning
8. Site and Infrastructure work: evaluation process
  - o Total project budget: \$2.0 MM
  - o Phase beginning 4/1/14: programming and test fit
9. Auto Technology Swing Space: Temporary specialized space for program
  - o Total project budget: \$1 MM
  - o Phase beginning 4/1/14: Construction
10. Auto Technology Building: Specialized building including classrooms and working “high bays” for green automotive technology
  - o Total project budget: \$10.8 MM
  - o Phase beginning 4/1/14: Programming

**Vacaville:**

11. Biotechnology Building: New Biotechnology labs and classrooms
  - o Total project budget: \$20.0 MM
  - o Phase beginning 3/1/14: Programming
12. Vacaville Annex: Structural upgrade and DSA certification
  - o Total project budget: \$4.0 MM
  - o Phase beginning 3/1/14: Programming
13. Aeronautics/Corporate Training: New airplane hangar & Corporate Training Facility
  - o Total project budget: \$12.0 MM
  - o Phase beginning 3/1/14: Programming

**APPENDIX "A" (CONTINUED)**  
**PROJECT TIMELINE – DRAFT PROGRAM SCHEDULE**

DRAFT Bond Spending Plan - v7a																														
Green=1st tranche; *Asterisk=added as of 140108						2014		2015		2016		2017		2018		2019		2020												
	Campus	Tranche 1	State	Tranche 2	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1
Bond Sale Schedule					\$120m										\$70m (early sale)															
EMP/FMP, District Stds, CIP 1	All	\$ 3,532,631		\$ 300,000																										
ESCO ph 1 and ph 2	All	\$ 10,500,000			Des																									
Sunpower PV	All	\$ 13,326,000																												
Theater Mod B1200	Fairfield	\$ 5,400,000	\$ 13,671,000	\$ 5,400,000	Prog	Des				DSA			Ph 1								Ph 2									
Theater Swing and FFE	Fairfield	\$ 1,000,000																												
CTE (Vocational Tech)	Fairfield	\$ 16,691,404																												
Science/Math	Fairfield	\$ 28,000,000		\$ 28,000,000			Prog			Des/Doc			DSA																	
LRC (Meas Q + State)	Fairfield	\$ 19,561,646	\$ 18,308,000	\$ 19,561,646																	Prog		Des/Doc			DSA				*
Veterans Center	Fairfield	\$ 4,987,500					Prog			Des/Doc			DSA																	
Vallejo prop purchases	Vallejo	\$ 12,452,500																												
Site improvements	Vallejo	\$ 2,000,000																												
Auto Tech	Vallejo	\$ 11,800,000					Prog			Des/Doc			DSA																	
Multi-Discpl bldg	Vallejo	\$ 29,207,320																												
TBD	Vallejo	\$ 22,068,558																												
Biotech	Vacaville	\$ 20,000,000		\$ 20,000,000			Prog			Des/Doc			DSA																	
Corp Training & Aeronautics	Nut Tree	\$ 12,000,000		\$ 12,000,000									Prog		Des/Doc			DSA												
Agriculture and M+O	Vacaville	\$ 16,594,514																												
Fire Training Bldg	Vacaville	\$ 12,206,806																												
TBD	Vacaville	\$ 19,851,876																												
Annex Purchase	Vacaville	\$ 2,500,000																												
Annex Rehab	Vacaville	\$ 4,000,000						Prog			DSA																			
*ADA projects	All	\$ 4,779,794																												
M & O small Projects	All	\$ 2,000,000		\$ 1,250,000																										
IT infrastructure	All	\$ 2,000,000		\$ 1,250,000																										
Other soft costs	All	\$ 8,000,000		\$ 5,500,000																										
Totals:		\$ 119,014,415		\$ 69,455,461	Includes 7% program contingency for tranches 1 and 2																									

**APPENDIX "B"**  
**SAMPLE AGREEMENT**

**AGREEMENT FOR PROGRAM MANAGEMENT SERVICES**

**SOLANO COMMUNITY COLLEGE DISTRICT**

**AND**

\_\_\_\_\_

\_\_\_\_\_, **2013**

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## **AGREEMENT FOR PROGRAM MANAGEMENT SERVICES**

This Agreement for Program Management Services ("Agreement") is made as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2013, between the Solano Community College District, a California community college district ("District") and \_\_\_\_\_ ("Program Manager") (both collectively "Parties"), for the District's Measure "Q" Bond/Capital Improvement Program ("Program"). In consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

### **Article 1. Definitions**

- 1.1. The following definitions for words or phrases shall apply when used in this Agreement, including all Exhibits:
  - 1.1.1. **Agreement:** The Agreement consists exclusively of this document and all identified exhibits attached and incorporated by reference.
  - 1.1.2. **Architect:** The architect(s) that the District designates as being the architect(s) for all or a portion of the Program, including all consultants to the Architect(s).
  - 1.1.3. **Construction Budget:** The total amount indicated by the District for the Program and for each Project plus all other costs, including design, construction, administration, financing, and all other costs.
  - 1.1.4. **Construction Cost Estimate:** The total cost to District of all elements of each Project designed or specified by the Architect, as adjusted at the end of each design phase in accordance with this Agreement. The Construction Cost Estimate does not include the compensation of the Program Manager, the Architect and the Architect's consultants, any Program Manager, the cost of the land, rights-of-way, financing or other costs which are the responsibility of the District, including construction management.
  - 1.1.5. **Consultant(s):** Any and all consultant(s), sub-consultant(s), contractor(s), subcontractor(s), or agent(s) of any tier to the Program Manager.
  - 1.1.6. **Design Team:** The Architect(s) that the District designates as being the architect(s) for all or a portion of the Program, including all consultants to the Architect(s), plus all engineer(s) or other designer(s), who have a responsibility to the District to design all or a portion of the Program either directly or as a subconsultant or subcontractor.
  - 1.1.7. **District Representative:** The individual identified herein that is authorized to act on the District's behalf with respect to the Program.
  - 1.1.8. **DSA:** The Division of the State Architect.
  - 1.1.9. **Program Budget:** The total amount available for all costs related to the Program including, but not limited to, Program design, Program

administration, Program financing, the services pursuant to this Agreement, and the construction of the Program. The Program Budget is the sum of all the Construction Budgets. The Program Budget is derived from the funds designated by the District for the Program; thus the Program Manager shall ensure that no additional funds are necessary for the Program. The District's Board may, at its sole discretion, determine to expand the Program Budget based on receipt of additional funding.

- 1.1.10. **Projects:** The projects listed in **Exhibit "C"**.
- 1.1.11. **Service(s):** All labor, materials, supervision, services, tasks, and work that the Program Manager is required to perform and that are required by, or reasonably inferred from, the Agreement, and that are necessary for the design and completion of each Project.

## **Article 2. Scope, Responsibilities and Services of Program Manager**

- 2.1. Program Manager shall perform all Services for the Program as set forth herein and at **Exhibit "A"**, attached hereto and incorporated herein by reference. The parties agree that the Program Manager's Services described herein are based on a program manager/construction manager/general contractor structure on this Project. The District reserves the right to change this structure including, without limitation, utilizing a multiple-prime, lease-leaseback or design-build delivery methods. [Optional]
- 2.2. In addition to those Services set forth in **Exhibit "A"**, Program Manager's Services shall include, but not be limited to:
  - 2.2.1. Developing and implementing the Measure "Q" Bond/Capital Improvement Program based on the 2012 Facilities Master Plan.
  - 2.2.2. Providing the District with budget recommendations, based on documented estimates, for the Projects. The District's Board shall make the final decisions as to all budgets.
  - 2.2.3. Providing the District with recommendations for all pre-design and preconstruction testing and analysis necessary to ensure that the District's Program is completed within the Program Budget.
- 2.3. Review of General Obligation Bond Program Report and Education Master Plan: Program Manager shall review the General Obligation Bond Program Report and Education Master Plans for the District and other written materials made available by the District to Program Manager to fully understand the nature, extent and intent of the General Obligation Bond Program Report and the Education Master Plan and the Projects.
- 2.4. Review of Measure "Q" and 2012 Facilities Master Plan: Program Manager shall review Measure "Q", the 2012 Facilities Master Plan, and other written materials made available by the District to Program Manager which relate to Measure "Q" to fully understand the extent of funding available to implement

the General Obligation Bond Program Report plans for the District, the anticipated schedule for issuance of Bonds under Measure "Q" relative to the anticipated design, bidding and construction of projects.

- 2.5. Coordination: In the performance of Program Manager's services under this Agreement, Program Manager agrees that it will maintain such coordination with District personnel and/or its designated representatives as may be requested and desirable. This shall include, without limitation, coordination with all members of the District's design team, and the persons responsible for operation of the District's Labor Compliance Program, if any. If the Program Manager employs sub-consultant(s), the Program Manager shall ensure that its contract(s) with its sub-consultant(s) include language notifying the sub-consultant(s) of the District's Labor Compliance Program, if any.
- 2.6. Additional Scope of Work: Should the District's Board determine to expand the scope of the Program and/or supplement the Program Budget based upon availability of additional funds, Program Manager agrees to perform the additional scope of work under the fee and cost terms of this Agreement.
- 2.7. To the maximum extent permissible by law, Program Manager will establish and assist the District in enforcing program(s) that will result in economic advantage to the local small business community. [Optional]
- 2.8. Conflicts of Interest Prohibited: The Program Manager shall not be permitted to submit proposals or otherwise seek contracts for the following services to be procured by the District in connection with any Project: Design Professional, Project Construction Management, IOR or Test/Inspection. If the Program Manager identifies potential Design Professionals, Project Construction Managers, IORs or Test/Inspection services in connection with a Project, the Program Manager shall affirmatively and unequivocally represent and warrant to the District that neither the Program Manager nor any person who holds any equity interest in Program Manager's organization is a former or current holder of any equity interest in the firm identified and that neither the Program Manager nor any holder of any equity interest in the Program Manager's organization has any financial interest in the firm identified. The District reserves the sole discretion to waive this subsection's requirement on a case-by-case basis.

**Article 3. Program Manager Staff**

- 3.1. The Program Manager has been selected to perform the work herein because of the skills and expertise of key individuals.
- 3.2. The Program Manager agrees that the following key people in Program Manager's firm shall be associated with the Project in the following capacities:

Principal In Charge: \_\_\_\_\_  
Sr. Program Director: \_\_\_\_\_  
Program Manager: \_\_\_\_\_  
Project Manager: \_\_\_\_\_  
Director of Budget &  
Accounting: \_\_\_\_\_

Other: \_\_\_\_\_  
Other: \_\_\_\_\_

- 3.3. The Program Manager shall not change any of the key personnel listed above without prior written approval by District, unless said personnel cease to be employed by Program Manager. In either case, District shall be allowed to interview and approve replacement personnel.
- 3.4. If any designated lead or key person fails to perform to the satisfaction of the District, then upon written notice the Program Manager shall immediately remove that person from the Project and provide a temporary replacement. Program Manager shall within seven (7) days provide a permanent replacement person acceptable to the District. All lead or key personnel for any Consultant must also be designated by the consultant and are subject to all conditions previously stated in this paragraph.
- 3.5. Program Manager represents that the Program Manager has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of services required under this Agreement and that no person having any such interest shall be employed by Program Manager.

**Article 4. Schedule of Work**

The duration of Program Manager’s Services under this Agreement shall be from \_\_\_\_\_, 2013, though \_\_\_\_\_. Program Manager shall prosecute the work diligently as described in **Exhibit “A”** and complete all Services required by this Agreement within the times specified in the schedule attached as **Exhibit “C.”** Time is of the essence and failure of Program Manager to perform work on time as specified in this Agreement is a material breach of this Agreement. If the time to complete its scope of work under Exhibit “C” exceeds five (5) years, the District may, at its sole discretion, extend the term of this contract for five separate twelve-month option periods by providing written notice to the Program Manager not less than ninety (90) days before the contract expiration date. The total duration of any associated contract shall not exceed five (5) years.

**Article 5. Program Budget; Construction Cost Estimates**

- 5.1. The Program Manager shall have responsibility to develop, review, and reconcile each Project Construction Cost Estimate with the Architect and the District throughout the design process and construction. Program Manager shall develop and present for Board Approval the Program Budget and each component thereof. Program Manager shall revise these until the Board accepts a final Program Budget and all the components thereof.
- 5.2. Program Manager shall specify all pre-design and pre-construction investigations and analyses necessary to prevent cost overruns, differing site conditions claims, other construction claims, design omissions, and budget overruns.

- 5.3. The Construction Cost Estimate shall be the total cost to District of all elements of the Project designed or specified by the Project design professional(s). The Construction Cost Estimate does not include the compensation of the Program Manager, the Project design professional(s), sub-consultants, the cost of the land, rights-of-way, financing or other costs which are the responsibility of the District.
- 5.4. Program Manager shall work cooperatively with the Project design professional(s) during the Schematic Design Phase, Design Development Phase, and Construction Documents Phase, as described in **Exhibit "A,"** so that the construction cost of the work designed by the Project design professional(s) will not exceed the Construction Cost Estimate, as may be adjusted subsequently with the District's written approval. The Program Manager shall notify the District if it believes the construction cost of the work by the Project design profession(s) will exceed the Construction Cost Estimate. The Program Manager, however, shall not perform or be responsible for any design or architectural services. The Program Manager shall notify the District immediately if it believes the construction cost of a Project will exceed the Construction Cost Estimate for that Project.
- 5.5. Evaluations of the District's Program Budget, and preliminary and detailed cost estimates prepared by the Program Manager, represent the Program Manager's best judgment as a professional familiar with the construction industry in the geographic area of the District.
- 5.6. If the Bidding Phase has not commenced within ninety (90) days after DSA approval, the Construction Cost Estimate shall be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the District and the date on which proposals are sought.
- 5.7. Program Manager specifically acknowledges that the District is relying on Program Manager to monitor, review, verify, and revise each Project Construction Cost Budget at multiple instances throughout the Program. If any of the following events occur:
  - 5.7.1. Program Manager also specifically acknowledges that the District shall have the right to take any or all of the options listed below for one or more of the Projects.
  - 5.7.2. If the lowest responsive base bid received is in excess of ten percent (10%) of the Construction Cost Estimate, or
  - 5.7.3. If the combined total of base bid and all additive alternates come in fifteen percent (15%) or more under the Construction Cost Estimate, or
  - 5.7.4. If the Construction Cost Estimate increases in phases subsequent to the Schematic Design Phase due to reasonably foreseeable changes in the condition of the construction market in the county in which the District is located, in so far as these have not been caused by Acts of God, earthquakes, strikes, war, or energy shortages due to uncontrollable events in the world economy,

5.7.5. Then the District, in its sole discretion, has one or a combination of the following alternatives:

5.7.5.1. Give the Program Manager written approval on an agreed adjustment to the Construction Cost Estimate.

5.7.5.2. Authorize the Program Manager to re-negotiate, where appropriate, or re-bid one or more projects within three (3) months time (exclusive of District and other agencies' review time) at no additional cost to the District.

5.7.5.3. Terminate this Agreement, without further obligation by either party.

5.7.5.4. Instruct the Project design professional(s) to revise the drawings and specifications to bring the Project(s) within the Construction Cost Estimate for re-bidding, with Program Manager's performing cost estimating, value engineering, and/or bidding support at no additional cost to the District.

5.8. The Construction Cost Estimate for each Project shall be reconciled with the Program Manager's construction cost estimate for that Project and adjusted at the completion of each design phase for that Project.

5.9. The Program may include multiple projects, each with multiple components. Any one of the components or combination thereof may be changed, including terminated, in the same manner as the Projects or the Program, as indicated herein, without changing in any way the remaining component(s). The provisions of this Agreement shall apply to each component without regard to the status of the remaining component(s). Program Manager shall invoice for each component separately and District shall compensate Program Manager for each component separately on a proportionate basis based on the level and scope of work completed for each component.

## Article 6. Fee and Method of Payment

6.1. District shall pay Program Manager

an amount equal to \_\_\_\_\_ dollars  
(\$ \_\_\_\_\_)

**[OR]**

an amount equal to \_\_\_\_\_ percent  
( \_\_\_\_\_ %) of the Construction Cost Estimate [Optional  
- but not recommended based on expected rising construction costs.]

for all services contracted for under this Agreement based on the Fee Schedule attached to **Exhibit "D."**

6.2. District shall pay Program Manager the Fee pursuant to the provisions herein and in **Exhibit "D."**

- 6.3. Program Manager shall bill its work under this Agreement on a monthly time and materials basis in accordance with **Exhibit "D."**
- 6.4. No increase in fee will be due from change orders generated during the construction period to the extent caused by Program Manager's error.
- 6.5. The Program Manager's fee set forth in this Agreement shall be full compensation for all of Program Manager's Services incurred in the performance hereof as indicated in **Exhibit "D"**, including, without limitation, all costs for personnel, travel within two hundred (200) miles of the Project location (travel reimbursements must be approved by the District prior to travel), offices, per diem expenses, printing, providing, or shipping of deliverables in the quantities set forth in **Exhibit "A."**  
The parties acknowledge and agree, in general, that the Program has an existing inventory (i.e. offices, computers and peripherals, printers, fax machines, photocopy equipment, etc.) and significant expenditures in these areas are not anticipated.

#### **Article 7. Payment for Extra Services**

- 7.1. District-authorized Services outside of the scope in **Exhibit "A"** or District-authorized reimbursables not included in Program Manager's fee are "Extra Services." Any charges for Extra Services shall be paid by the District as described in **Exhibit "B"** only upon certification that the claimed Extra Services were authorized in writing in advance by the District and that the Extra Services have been satisfactorily completed.
- 7.2. A written proposal describing the proposed scope of services and listing the personnel, labor duration, rates, and cost shall be submitted by the Program Manager to the District for written approval before proceeding with any Extra Services.

#### **Article 8. Ownership of Data**

After completion of each project or after termination of this Agreement, Program Manager shall deliver to District a complete set of Project records, including without limitation all documents generated by Program Manager, copies of all documents exchanged with or copied to or from all other Project participants, and all closeout documents. Said Project records shall be indexed and appropriately organized for easy use by District personnel. All Project records are property of the District, whether or not those records are in the Program Manager's possession.

#### **Article 9. Termination of Contract**

- 9.1. If Program Manager fails to perform Program Manager's duties to the satisfaction of the District, or if Program Manager fails to fulfill in a timely and professional manner Program Manager's material obligations under this Agreement, or if Program Manager shall violate any of the material terms or provisions of this Agreement, the District shall have the right to terminate this Agreement effective immediately upon the District giving written notice thereof to the Program Manager. In the event of a termination pursuant to this subdivision, Program Manager may invoice District for all work performed

until the notice of termination, but District shall have the right to withhold payment and deduct any amounts equal to the District's costs because of Program Manager's actions, errors, or omissions that caused the District to terminate the Program Manager.

- 9.2. District shall have the right in its sole discretion to terminate the Agreement for its own convenience. In the event of a termination for convenience, Program Manager may invoice District and District shall pay all undisputed invoice(s) for work performed until the notice of termination. This shall be the only amount(s) potentially owing to Program Manager's if there is a termination for convenience.
- 9.3. The Program Manager has the right to terminate this Agreement if the District does not fulfill its material obligations under this Agreement and fails to cure such material default within sixty (60) days, or if the default cannot be cured within sixty (60) days, commence to cure such default, diligently pursue such cure, and complete the cure within a reasonable time following written notice and demand from Program Manager. Such termination shall be effective after receipt of written notice from Program Manager to the District.
- 9.4. Except as indicated in this Article, 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 such termination.
- 9.5. If, at any time in the progress of the Program, the governing board of the District determines that the Program should be terminated, the Program Manager, upon written notice from the District of such termination, shall immediately cease work on the Program. The District shall pay the Program Manager only the fee associated with the services provided, since the last invoice that has been paid and up to the notice of termination.
- 9.6. If the Program is suspended by the District for more than one hundred eighty (180) consecutive days, the Program Manager shall be compensated for services performed prior to notice of such suspension. When the Program is resumed, the schedule shall be adjusted and the Program Manager's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the Program Manager's services. Upon resumption of the Program after suspension, the Program Manager will take all reasonable efforts to maintain the same personnel.

## **Article 10. Indemnity**

- 10.1. To the furthest extent permitted by California law, Program Manager 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 Program Manager, its officers, employees, subcontractors, consultants, or agents.
- 10.2. Program Manager's obligation pursuant to section 10.1 includes reimbursing District for the cost of any settlement paid by the indemnified parties and for any and all fees and costs incurred by the indemnified parties to enforce the

indemnity herein. Program Manager's obligation to indemnify shall not be restricted to insurance proceeds. District shall also have the right to accept or reject any legal representation that Program Manager proposes to defend the indemnified parties

- 10.3. District may withhold any and all costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Program Manager from amounts owing to Program Manager.

**Article 11. [Reserved]**

**Article 12. Responsibilities of the District**

- 12.1. The District shall examine the documents submitted by the Program Manager and shall render decisions so as to avoid unreasonable delay in the process of the Program Manager's services.
- 12.2. The District shall provide to the Program Manager complete information regarding the District's requirements for the Project.
- 12.3. The District shall retain design professional(s) whose services, duties and responsibilities shall be described in written agreement(s) between the District and design professional(s).
- 12.4. The District shall, in a timely manner, and with Program Manager's assistance, secure, submit and pay for necessary approvals, easements, assessments, permits and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities, subject to Program Manager's and/or the design professional(s) duties to recommend or provide same.
- 12.5. The District, its representatives, and consultants shall communicate with the contractor either directly or through the Program Manager.
- 12.6. During the Construction Phase of the Project, the District may require that the contractors submit all notices and communication relating to the Project directly to the Program Manager.
- 12.7. The District shall designate an officer, employee and/or other authorized representatives to act on the District's behalf with respect to the Project. The District's representative for the Project shall be available during working hours and as often as may be required to render decisions and to furnish information in a timely manner.

**Article 13. Liability of District**

- 13.1. Other than as provided in this Agreement, District's 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.

- 13.2. Any and all costs incurred by District, or for which District may become liable, to the extent caused by negligent acts or omissions of Program Manager in its performance hereunder, shall be paid to District by Program Manager as provided for herein and/or under California law.
- 13.3. District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Program Manager, or by its employees, even though such equipment be furnished or loaned to Program Manager by District.
- 13.4. The Program Manager hereby waives any and all claim(s) for recovery from the District under this Agreement, which loss or damage is covered by valid and collectible insurance policies. Program Manager agrees to have its required insurance policies endorsed to prevent the invalidation of insurance coverage by reason of this waiver. This waiver shall extend to claims paid, or expenses incurred, by Program Manager's insurance company on behalf of the District.

#### **Article 14. Insurance**

- 14.1. Program Manager shall procure prior to commencement of the work of this Agreement and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Program Manager, their agents, representatives, employees and sub-consultant(s).

**14.2. Minimum Scope and Limits of Insurance:** Coverage shall be at least as broad as the following scopes and limits:

**14.2.1. Commercial General Liability.** \_\_\_\_million dollars (\$\_,000,000) per occurrence for bodily injury, personal injury property damage, death, advertising injury, and medical payments arising from the performance of any portion of the Services. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

**14.2.2. Commercial Automobile Liability, Any Auto.** \_\_\_\_ million dollars (\$\_,000,000) per occurrence for bodily injury and property damage and \_\_\_\_ million dollars (\$\_,000,000 general aggregate for bodily injury and property damage.

**14.2.3. Workers' Compensation.** Statutory limits required by the State of California.

**14.2.4. Employer's Liability.** \_\_\_\_ million dollars (\$\_,000,000) per accident for bodily injury or disease.

14.2.5. **Professional Liability.** This insurance shall cover the Program Manager and his/her sub-consultant(s) for \_\_\_ million dollars (\$\_,000,000) aggregate limit subject to no more than \_\_\_\_\_ thousand dollars (\$\_,000) per claim deductible, coverage to continue through completion of construction plus two years thereafter. The policy must contain terms or endorsements extending coverage that requires the insurer to defend and indemnify for acts which happen before the effective date of the policy provided the claim is first made during the policy period.

14.3. The District reserves the right to modify the limits and coverages described herein, with appropriate credits or changes to be negotiated for such changes.

14.4. **Deductibles and Self-Insured Retention:** Any deductibles or self-insured retention exceeding twenty-five thousand dollars (\$25,000) must be declared to and approved by the District. At the option of the District, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the District, its officers, officials, employees and volunteers; or the Program Manager shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

14.5. **Other Insurance Provisions:** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

14.5.1. All policies except for the professional insurance policy shall be written on an occurrence form

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

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

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

14.5.5. The Program Manager's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

- 14.5.6. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.
- 14.6. **Acceptability of Insurers:** Insurance is to be placed with insurers admitted in California with a current A.M. Best's rating of no less than A:VII.
- 14.7. **Verification of Coverage:** Program Manager shall furnish the District with:
- 14.7.1. Certificates of insurance showing maintenance of the required insurance coverage;
- 14.7.2. Original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before work commences.

#### **Article 15. Nondiscrimination**

Program Manager agrees that no discrimination shall be made in the employment of persons under this Agreement because of the race, national origin, ancestry, religion, age, physical disability, sex, or sexual orientation of such person. Program Manager shall comply with any and all regulations and laws governing nondiscrimination in employment.

#### **Article 16. Covenant Against Contingent Fees**

Program Manager warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Program Manager, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Program Manager, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the contract price or consideration or otherwise recover the full amount of such fee, commission, percentage fee, gift, or contingency.

#### **Article 17. Entire Agreement/Modification**

This Agreement, including the Exhibits hereto, supersedes all previous contracts and constitutes the entire understanding of the Parties hereto. Program Manager shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both Parties. Program Manager specifically acknowledges that in entering this Agreement, Program Manager relies solely upon the provisions contained in this Agreement and no others.

**Article 18. Non-Assignment of Agreement**

In as much as this Agreement is intended to secure the specialized services of the Program Manager, Program Manager may not assign, transfer, delegate or sublet any interest therein without the prior written consent of District and any such assignment, transfer, delegation or sublease without the District's prior written consent shall be considered null and void. Likewise, District may not assign, transfer, delegate or sublet any interest therein without the prior written consent of Program Manager and any such assignment, transfer, delegation or sublease without Program Manager's prior written consent shall be considered null and void.

**Article 19. Law, Venue**

- 19.1. This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California.
- 19.2. The county in which the District administration office is located shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

**Article 20. Alternative Dispute Resolution**

Notwithstanding any disputes, claims or other disagreements between Program Manager and the District, Program Manager shall continue to provide and perform services hereunder pending a subsequent resolution of such disputes. All claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement may be decided through mediation as the first method of resolution. If this method proves unsuccessful, then all claims, disputes or controversies as stated above may be decided through arbitration, if agreed to by all Parties.

**Article 21. Severability**

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

**Article 22. Employment Status**

- 22.1. Program Manager shall, during the entire term of Agreement, be construed to be an independent contractor and nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow District to exercise discretion or control over the professional manner in which the Program Manager performs the Services which are the subject matter of this Agreement; provided always, however, that the Services to be provided by Program Manager shall be provided in a manner consistent with all applicable standards and regulations governing such Services.

- 22.2. Program Manager understands and agrees that the Program Manager's personnel are not and will not be eligible for membership in or any benefits from any District group plan for hospital, surgical or medical insurance or for membership in any District retirement program or for paid vacation, paid sick leave or other leave, with or without pay or for other benefits which accrue to a District employee.
- 22.3. Should District, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Department, or both, determine that Program Manager is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Program Manager which can be applied against this liability). District shall then forward those amounts to the relevant taxing authority.
- 22.4. Should a relevant taxing authority determine a liability for past services performed by Program Manager for District, upon notification of such fact by District, Program Manager shall promptly remit such amount due or arrange with District to have the amount due withheld from future payments to Program Manager under this Agreement (again, offsetting any amounts already paid by Program Manager which can be applied as a credit against such liability).
- 22.5. A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Program Manager shall not be considered an employee of District. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Program Manager is an employee for any other purpose, then Program Manager agrees to a reduction in District's liability resulting from this Agreement pursuant to principles similar to those stated in the foregoing paragraphs so that the total expenses of District under this Agreement shall not be greater than they would have been had the court, arbitrator, or administrative authority determined that Program Manager was not an employee.
- 22.6. Nothing in this Agreement shall operate to confer rights or benefits on persons or entities not a party to this Agreement.

### **Article 23. Warranty of Program Manager**

- 23.1. Program Manager warrants that the Program Manager is properly licensed and/or certified under the laws and regulations of the State of California to provide all the services that it has herein agreed to perform.
- 23.2. Program Manager certifies that it is aware of the provisions of the Labor Code of the State of California, that 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 it certifies that it will comply with those provisions before commencing the performance of the work of this Agreement.

- 23.3. Program Manager certifies that it is aware of the provisions of California Labor Code 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 Program Manager is performing work as part of an applicable "public works" or "maintenance" project, and since the total compensation is \$1,000 or more, the Program Manager agrees to fully comply with and to require its sub-consultant(s) to fully comply with all applicable prevailing wage requirements of the California Labor Code.

**Article 24. Cost Disclosure - Documents And Written Reports**

Program Manager shall be responsible for compliance with California Government Code section 7550, if the total cost of the Agreement is over five thousand dollars (\$5,000).

**Article 25. Communications**

Communications between the parties to this Agreement may be sent to the following addresses:

**District:**

Solano Community College District  
4000 Suisun Valley Road  
Fairfield, CA 94534  
Facsimile: \_\_\_\_\_

**Program Manager:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Facsimile: \_\_\_\_\_

**Article 26. Disabled Veteran Business Enterprise Participation**

Pursuant to section 71028 of the Education Code and Public Contract Code section 10115, the District has a participation goal for disabled veteran business enterprises (DVBES) of at least three (3) percent, per year, of funds expended each year by the District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act (the Act). This Project may use funds allocated under the Act. Therefore, to the extent feasible, the Program Manager shall provide to the District certification of compliance with the procedures for implementation of DVBE contracting goals, appropriate documentation identifying the amount paid to DVBEs in conjunction with the contract, or documentation demonstrating the Program Manager's good faith efforts to meet these goals.

**Article 27. Other Provisions**

- 27.1. The Program Manager shall be responsible for the cost of construction change orders caused directly by the Program Manager's willful misconduct or negligent acts, errors or omissions. Without limiting Program Manager's liability for indirect or consequential cost impacts, the direct costs for which the Program Manager shall be liable shall equal its proportionate share of the difference between the cost of the change order and the reasonable cost of

the work had such work been a part of the originally prepared construction documents.

- 27.2. Neither the District's review of, approval of, nor payment for any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and Program Manager shall remain liable to the District in accordance with this Agreement for all damages to the District caused by Program Manager's failure to perform any of the Services furnished under this Agreement to the standard of care of the Program Manager for its Services, which shall be, at a minimum, the standard of care of Program Managers performing similar work for California community District districts at or around the same time and in or around the same geographic area of the District.
- 27.3. All of the work product of Program Manager, prepared or generated, in connection with this Agreement is the property of the District. If the District exercises the right to terminate this Agreement pursuant to the terms hereof, upon request of the District, Program Manager shall assemble and transmit to the District all of the work product of the Program Manager generated, prepared, reviewed or compiled in connection with this Agreement and the Basic Services and authorized Extra Services hereunder. Upon request of the District, the Program Manager shall make available to the District all work product completed or in progress at the time of such a request.
- 27.4. Each party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each party acknowledges that the drafting of this Agreement was the product of negotiation, that no party is the author of this Agreement, and that this Agreement shall not be construed against any party as the drafter of the Agreement.
- 27.5. The individual executing this Agreement on behalf of the Program Manager warrants and represents that she/he is authorized to execute this Agreement and bind the Program Manager to all terms hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated below.

**Solano Community College District** \_\_\_\_\_

Date: \_\_\_\_\_, 2013

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2013

By: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT "A"**

**RESPONSIBILITIES AND SERVICES OF PROGRAM MANAGER**

<b>1.</b>	<b>BASIC SERVICES .....</b>	<b>A-1</b>
<b>2.</b>	<b>GENERAL PROGRAM SERVICES .....</b>	<b>A-5</b>
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## EXHIBIT "A"

### RESPONSIBILITIES AND SERVICES OF PROGRAM MANAGER

In connection with the Measure "Q" Bond/Capital Improvement Program, Program Manager shall provide professional services necessary for completing the following:

#### **1. BASIC SERVICES**

- 1.1. Provide work which shall comply with professional standards and applicable requirements of federal, state, and local law.
- 1.2. Develop and implement the Measure "Q" Bond/Capital Improvement Program based on the 2012 Facilities Master Plan, which will span an 8 – 10 year period.
- 1.3. Organize an initial planning workshop to create baseline parameters for the Project(s), to define overall building requirements, Project(s) strategy, conceptual budget and schedule. Pursuant to understandings reached at these meetings, Program Manager will develop an implementation plan that identifies the various phases of the Project(s), coordination among phases, and budget and time constraints for each phase of the Project(s). The plan will include a detailed strategy, Program Budget and Program schedule as well as identification of critical events and milestone activities.
- 1.4. Develop a Program Management Plan and process to manage scope, schedule and budgets. Program Manager shall work cooperatively with the Design Team and the District on overall scheduling, budgets, and communication for all Measure "Q" Bond Projects, including:
  - 1.4.1. Defining and scheduling the Projects in the Program.
  - 1.4.2. Providing Services that will result in the development of an overall Program strategy with regard to phases, construction schedules, timing, budget, construction materials, building systems, and equipment.
  - 1.4.3. Prepare methods to track and report on schedule status for each Project and for the overall Program. Maintain reporting systems for scope, sequencing, scheduling, budgets and communication for all Measure "Q" Bond Projects. For each Project, Program Manager shall develop master schedules, milestone schedules, and methods to budget and track all expenditures and shall report on same each month to the District. Work with District staff to expand a Program operational and financial reporting system that can be used by all units to monitor Program status.
  - 1.4.4. Monitor and advise the District as to all material developments in the Project(s). Report to the District on Program and individual Project status on a regular basis throughout the course of the Bond Program. Prepare and present status reports to the District, the independent Citizens' Bond Oversight Committee, and Board, as applicable. The Program Manager may be required to attend each meeting of the District's Board of Education, and to provide updates at each meeting.

- 1.5. Be the focal point of all communication to and from construction contractor(s). Interface with all trade contractors during construction to ensure that the District is provided with an acceptable Program and the best value for taxpayer dollars. Work as the liaison between District administration, the Bond Oversight Committee, and Construction Manager(s).
- 1.6. Make recommendations to the District regarding ongoing modifications to the 2012 Facilities Master Plan and Bond-funded Projects to account for changes in sequencing, delays, and cost issues.
- 1.7. Advise the District regarding Project delivery systems, methods, and procurement strategies. Assist in identifying, recruiting, selecting, and communicating with architects, construction managers, project inspectors, and other specialty consultants as needed. Advise on and coordinate work of subconsultants, such as soils and geotechnical consultants, environmental consultants, and other consultants not under the selected Architect(s). Participate in planning workshops. Attend meetings with site committees. Provide training to District staff, Board of Trustees, and others. Work with the District to encourage successful contractors to bid on other projects; identify/confirm problem contractors, and position the District to avoid using problem contractors on future projects. Conduct a telephonic and correspondence campaign to attempt to increase interest among qualified bidders. Assist the District in preparing and placing notices and advertisements to solicit bids for the Project.
- 1.8. Advise the District as to the regulatory agencies that have jurisdiction over any portion or all of the Program, and as to coordination with and implementation of the requirements of the regulatory agencies, including without limitation DSA. Advise the District on an ongoing basis regarding communication with state and other agencies involved in construction process. Assist, as requested, with compliance with environmental and other regulatory requirements, as well as with applications for state funding. Assist the District in identifying lines of authority, organization, and communication to effectively manage the Program. Submit necessary reports to federal, state and local authorities, including Division of State Architect (DSA) verified reports. Ensure that all other Project(s) participants submit necessary documentation.
- 1.9. Assist the District with quality control and overall management, planning, coordination and administration of the Program and Projects to be constructed as part of the Program, interfacing with District staff of various departments, the public, the Board, stakeholders, and representatives of outside organizations. Assist the District in evaluating and revising current procedures and developing new procedures as necessary.
- 1.10. Review current budget information and assist the District in refining its overall Program budget, including expected construction costs, consultant costs, fees, permits, etc. Assist the District in preparing budgeting and reporting systems to reflect actual expenditures and to reallocate available funds as necessary. Assist the District in maintaining all necessary records for the annual Bond audit. Assist the District in preparing monthly and annual fiscal reports.
- 1.11. Assist the District in linking necessary documents and information to the District's website and the Banner financial database. Provide documentation, pictures, and other information and assistance to the District for the District's use

on a website for public access to show Project status. Assist the District in submitting information and updates to the State Chancellor's Office FUSION database.

- 1.12. Program Manager shall maintain accurate cost accounting records maintained with generally accepted accounting principles (GAAP) on authorized work performed under unit costs, actual costs for labor and material, or other basis for maintaining required accounting records. Program Manager shall use standard accounting methods to tabulate, compile and check correctness of all expenditures associated with the Program based on information provided by the District. Program Manager shall develop simplified approval and billing procedures acceptable to the District and maintain current status of all obligations, commitments, and expenses against the Program. Program Manager shall maintain current status of revenue available for the Program. Program Manager shall provide accounting records to the District on a monthly basis, or as reasonably requested by District. Program Manager shall afford the District access to these records and preserve these records for a period of three (3) years after final payment, at no cost to the District.
- 1.13. Recommend software for use in coordinating and maintaining schedules that document the sequence and time frame for each Project and/or bid package in the Program.
- 1.14. Assist the District in the management, supervision, oversight, and evaluation of performance of separately hired construction management services firms, architectural/engineering firms, and specialty consultants.
- 1.15. Assist the District with the development and implementation of an outreach program, with specific strategies to attract and increase participation of local, small, emerging and Disabled Veterans Business Enterprise (DVBE) firms.
- 1.16. Assist the District in validating results of project constructability reviews conducted by project managers.
- 1.17. Contract for or employ, at Program Manager's expense, sub-consultant(s) to the extent deemed necessary for Program Manager's services. Nothing in the foregoing shall create any contractual relationship between the District and any sub-consultant(s) employed by the Program Manager under terms of this Agreement.
- 1.18. Cooperate with the District, Board, and other professionals employed by the District for the design, coordination or management of other work related to the Project, including District staff and consultants, project manager(s), citizens' oversight committee, other District committees, and the community to facilitate the timely completion of the Projects within Board approved budgets and to District design standards.
- 1.19. Chair, conduct and take minutes of periodic meetings between District and its design professional(s) of the site committee meetings, and of construction meetings during the course of the projects. Program Manager shall invite the District and/or its representative to participate in these meetings. Program Manager shall keep meeting minutes to document comments generated in these meetings, but shall not be responsible for analyzing design issues raised in said meetings.

- 1.20. Develop for District approval a Program time schedule at the start of Program development that does the following:
  - 1.20.1. Provides sufficient time for bidding, and, if necessary, rebidding some, or all, of the individual bid packages, and that
  - 1.20.2. Coordinates and integrates the design professional(s)'s design efforts with bidding schedules.
  - 1.20.3. Includes realistic activity sequences and durations, allocation of labor and materials and delivery of products requiring long lead-time procurement.
  - 1.20.4. Takes into account the District's occupancy requirements (showing portions of the Program having occupancy priority and with ongoing operational occupancy requirements.)
- 1.21. Be responsible for the professional quality and technical accuracy of all cost estimates, constructability reviews, studies, reports, projections, opinions of the probable cost of construction, and other services furnished by Program Manager under this Agreement as well as coordination with all Master Plans, studies, reports and other information provided by District to Program Manager. Program Manager shall, without additional compensation, correct or revise any errors or omissions in materials it generates.
- 1.22. Maintain a log of all meetings, site visits or discussions held in conjunction with the work of the Projects, with documentation of major discussion points, observations, decisions, questions or comments. These shall be furnished to the District and/or its representative for inclusion in the overall Project documentation.
- 1.23. At the request of the District, develop a Management Information System to assist in establishing communications between the District, Program Manager, Construction Manager(s), design professional(s), contractor(s) and other parties on the Projects. In developing the MIS, the Program Manager shall interview the District's key personnel and others in order to determine the type of information to be managed and reported, the reporting format, the desired frequency for distribution of the various reports, the degree of accessibility by potential users, and the security protocol for the system.
- 1.24. Cooperate and coordinate with the persons responsible for operation of the District's labor compliance program, if applicable.
- 1.25. Comply with any storm water management program that is approved by the District and applicable to the Project, at no additional cost to the District.
- 1.26. Ensure that all Project contractor(s), Project sub-contractor(s) and Program Manager's sub-consultant(s) comply with any District-approved storm water management program that is applicable to the Project, at no additional cost to the District.
- 1.27. Provide direction and planning to ensure Project adherence to applicable environmental requirements such as those emanating from the Environmental Protection Agency (EPA), Cal/EPA, the California Environmental Quality Act

("CEQA"), Air Quality Management District and State of California and Regional Water Quality Control Board laws, regulations and rules. The Program Manager shall comply with, and ensure that all Construction Managers, all contractors and their subcontractors and Design Professionals and their sub-consultants comply with, any storm water pollution prevention plans, other storm water management program and other environmental impact mitigation requirements that are approved by the District and applicable to the Project, at no additional cost to the District.

- 1.28. Program Manager is not responsible for:
  - 1.28.1. Ground contamination or hazardous material analysis; however, it shall coordinate and integrate its work with any such information provided by District or consultants retained by District.
  - 1.28.2. Any asbestos testing, design or abatement; however, it shall coordinate and integrate its work with any such information provided by District or consultants retained by District.
  - 1.28.3. Compliance with the California Environmental Quality Act ("CEQA"), except that Program Manager agrees to coordinate its work with that of any CEQA consultants retained by the District, and to provide current information for use in CEQA compliance documents.
  - 1.28.4. Historical significance report.
  - 1.28.5. Soils investigation.
  - 1.28.6. Geotechnical hazard report.
  - 1.28.7. Topographic survey, including utility locating services.
  - 1.28.8. Other items specifically designated as the District's responsibilities under this Agreement.
  - 1.28.9. As-built documentation from previous construction projects.

## **2. GENERAL PROGRAM SERVICES**

- 2.1. **General:** Monitor and advise the District as to all material developments in the Project. Program Manager shall develop and implement with District approval reporting methods for schedules, cost and budget status, and projections for each project in the District's Program.
- 2.2. **Scheduling:** Prepare methods to track and report on schedule status for each project and for the overall Program. Program Manager shall develop master schedules and milestone schedules for each project, and shall report on same each month to the District.
- 2.3. **Cost Controls:** Prepare and implement methods to budget and track all expenditures on each Project. Program Manager shall generate monthly reports to the District reflecting this information.

- 2.4. **Communications to Board:** The Program Manager may be required to attend each monthly meeting of the District's Board of Education, and to provide updates at each meeting.

### **3. PRECONSTRUCTION PHASE**

- 3.1. Provide overall coordination of the Projects; serve as the focal point of communication, transmitting information to the District and design team on general aspects of the Projects, including planning, scheduling, cost management, progress reporting, design review, dispute resolution, and documentation. Communications from the contractor(s) to District and project design team shall be through the Program Manager. The Program Manager shall receive simultaneous copies of all written communications from the District or the project design team to the contractor(s).
- 3.2. Develop and implement District-approved implementation procedures, forms, and reporting requirements for the Projects that involve all members of the Project teams, including District, design professional(s), and construction contractor(s).
- 3.3. Work with the Design Team and District to develop the final sizes, choice of materials, services and utilities and other detailed design and performance criteria of the Program.
- 3.4. Provide value engineering at the Schematic Design and/or 100% Design Development Phase. This evaluation will consist of a review of the proposed materials, equipment, systems and other items depicted in the Design Documents and shall be coordinated with the District's design guidelines and design professional(s). The Program Manager will prepare a value engineering report will document the results of the evaluation and make recommendations to the District with respect to alternatives, deletions, or amendments of such proposed items that pertain to the anticipated construction costs, useful life, maintenance and operational costs and efficiencies. The Program Manager shall provide to the District value engineering recommendations and cost/benefit analysis of those recommendations.
- 3.5. Perform or subcontract for constructability reviews of each Project at the Design Development Phase and at 90% Construction Documents. The Program Manager shall review the design documents for clarity, consistency, constructability and coordination. The results of the review shall be provided in writing and as notations on the documents to the District. The Program Manager shall also make recommendations to the District with respect to constructability, construction cost sequence of construction, construction duration and separation of the contracts for various projects into categories of the work and separate bid trade packages. However, the Program Manager is not responsible for providing, nor does the Program Manager control, the Project design or the contents of the design documents. The Program Manager's actions in reviewing the Project design and design documents and in making recommendations as provided herein are advisory only to the District. The design professional(s) are not third party beneficiaries of the Program Manager's work described in this paragraph and the design professional(s) remains solely responsible for the contents of design drawings and design documents.

- 3.6. Develop master bid/award schedule(s) including construction milestones for the Project through the completion of construction, as directed by District, in coordination with design professional(s) and advise and consult with District.
- 3.7. Establish schedules for the soils consultant, for any hazardous materials testing and other consultants, and review costs, estimates, and invoices of each.
- 3.8. Develop and implement a management control system to support such functions as planning, organizing, scheduling, budgeting, reporting progress and identifying and documenting problems and solutions for the Project. The system will allow for monthly progress reports to the District regarding the schedule for the Project.
- 3.9. Organize an initial planning workshop to create baseline parameters for the Project, to define overall building requirements, Project strategy, conceptual budget and schedule. Pursuant to understandings reached at these meetings, Program Manager will develop an implementation plan that identifies the various phases of the Project, coordination among phases, and budget and time constraints for each phase of the Project. The plan will include a detailed strategy, master budget and master schedule as well as identification of critical events and milestone activities.
- 3.10. Provide updated cost estimates for the Project at the Schematic Design, Design Development, and Construction Documents Phase as directed by District; coordinate with design professional(s) and reconcile cost estimates with design professional(s)' estimates.
- 3.11. Advise District regarding "green building" technology and lifecycle costing, when applicable.

#### **4. PRE-BIDDING PHASE**

- 4.1. Bidding Procedures. Program Manager shall made recommendations for development and implementation of procedures to comply with applicable bidding requirements for each Project and for expediting completion of the bidding process for each Project. The scope of the foregoing includes without limitation, recommendations of Program Manager with respect to (a) pre-qualification of potential contractors; (b) combination of two or more of the Projects for design, bidding and/or construction purposes; and (c) alternative construction delivery approaches for each of the Projects, including consideration of a single general contractor and multiple trade contractor approach to construction for each Project.

## **5. BIDDING PHASE**

- 5.1. Oversight of Bidding Process. The Program Manager will assist the College, the Design Team and, as applicable, the Construction Manager for a Project in completing the bidding process for award of a Construction Contract for a Project. The Program Manager's services hereunder may include, without limitation: (i) recommendations for pre-qualification of prospective bidders; (ii) assistance in development of documents necessary or appropriate for bidding the Construction Contract for a Project; (iii) development of bidders' interest in a Project; (iv) assistance in responding to bidders inquiries and the development of bid addenda as necessary or appropriate; (v) assistance in conducting job walks and bidders' conferences and the maintenance and preparation of minutes of job walks or bidder's conferences; (vi) review of bid proposals for responsiveness to bid requirements and evaluation of bidder responsibility; (vii) tabulations and evaluation of bid results along with a recommendation for award of the Construction Contract for a Project.

## **6. CONSTRUCTION PHASE**

- 6.1. Cost Control. Program Manager shall develop and monitor an effective system of construction cost control for the Program. Program Manager shall identify variances between actual and budgeted or estimated costs and advise District and design professional(s) whenever a Program cost exceeds budgets or estimates. Program Manager shall manage the construction bids and contracts in accordance with the Program Budget.
- 6.2. Continually monitor whether construction contract requirements are being fulfilled and recommend courses of action to the District when contractor(s) fails to fulfill contractual requirements.
- 6.3. The Program Manager may authorize minor variations in the work from the requirements of the contract documents that do not involve an adjustment in the contract price or the contract time or design and which are consistent with the overall intent of the contract documents. The Program Manager shall provide to the design professional(s) and the District copies of these authorizations.
- 6.4. Develop, implement, and coordinate with assistance from the District, the design professional(s), and the Project Inspector(s) ("Inspector"), procedures for the submittal, review, verification and processing of applications by contractor(s) for progress and final payments for all construction contracts.
- 6.5. Maintain a change order log for the Project and implement procedures to expedite processing of change orders.
- 6.6. Implement procedures for issues identification and resolution of actual or potential claims of construction contractor(s) and take actions to mitigate all claims against the District and attempt to eliminate and/or settle all claims.
- 6.7. Assist District in selecting and retaining special consultants and testing laboratories and coordinate their services.
  - 6.7.1. To guard District against defects in the work of the construction contractor(s), Program Manager shall establish and implement a quality

control program to monitor the quality and workmanship of construction for conformity with:

- 6.7.1.1. Accepted industry standards;
  - 6.7.1.2. Applicable laws, rules, or ordinances; and
  - 6.7.1.3. The design documents and Contract Documents;
- 6.7.2. Where the work of a Construction contractor does not conform as set forth above, Program Manager shall, with the input of design professional(s):
- 6.7.2.1. Notify the District of any non-conforming work observed by the Program Manager;
  - 6.7.2.2. Reject the non-conforming work; and
  - 6.7.2.3. Take any and all action(s) necessary to compel the construction contractor(s) to correct the work.
- 6.8. Maintain logs of requests for information ("RFI") from construction contractor(s), based on information obtained from the design professional(s).
- 6.9. Establish and implement procedures, in collaboration with the District and design professional(s), for expediting the processing and approval of shop drawings, product data, samples, and other submittals for each contract. Receive and transmit all submittals from the Construction contractor(s) to the design professional(s) for review and approval. Maintain submittal and shop drawing logs.

## **7. PROJECT COMPLETION**

- 7.1. The Program Manager shall conduct, with the Architect(s) and District, final inspections of the Project or designated portions thereof. The Program Manager shall notify District of final completion.
- 7.2. The Program Manager shall consult with the Architect(s), PI and the District and shall determine when the Project and the contractor's work are finally completed. The Program Manager shall assist with the issuance of a Certificate of Final Completion, and shall provide to the District a written recommendation regarding payment to the contractors.

## **8. FINAL DOCUMENTS**

The Program Manager shall review and monitor all as built drawings, maintenance and operations manuals, and other closeout documents to be sure all required documents meeting contract requirements are provided, and shall secure and transmit to the District those documents and all required guarantees, keys, manuals, record drawings, and daily logs. The Program Manager shall also forward all documents and plans to the District upon completion of the project and ensure all such plans and documents are well organized for any appropriate audit or review of the project.

## **9. WARRANTY**

The Program Manager shall implement a Warranty Inspection and Warranty Work procedure that all contractors are to follow. The procedure shall include a twelve (12) month call back period and a final warranty inspection eleven (11) months after Project completion to inspect the Project and identify any outstanding warranty work.

## EXHIBIT "B"

### CRITERIA AND BILLING FOR EXTRA SERVICES

The following Extra Services to this Agreement shall be performed by Program Manager if needed and requested by District as indicated in the Agreement:

1. Providing services required because of significant documented changes in the Project initiated by the District, including but not limited to size, quality, complexity, the District's schedule, or method of bidding or negotiating and contracting for construction.
2. Providing consultation concerning replacement of work damaged by fire or other cause during construction and furnishing services required in connection with replacement of such work.
3. Providing services made necessary by the default of contractor(s), or by major defects or deficiencies in the work of the contractor, or by failure of performance of the District's consultants, or in the absence of a final Certificate of Payment, more than sixty (60) days after the date of completion of work on the project involved.
4. The selection, layout, procurement or specification at the District's request of movable furniture, furnishings, equipment or other articles that are not included in the Contract Documents.
5. Providing surveys relative to future facilities, systems or equipment which are not intended to be constructed during the Construction Phase.
6. Preparation of applications and supporting documents for governmental grants and permits other than as required in this Agreement.
7. Seeking variances or changes to agency guidelines on behalf of the District when so directed by the District
8. Providing coordination of Services or providing services related to Services performed by the District's own forces. [Optional]
9. Preparing to serve or serving as a witness in connection with any public hearing, dispute resolution proceeding or legal proceeding, other than that necessitated by the negligent acts, errors or omissions of Program Manager or where the Program Manager is party thereto, except for a contractor's hearing necessitated by its request to substitute a subcontractor.
10. Performing technical inspection and testing.
11. Providing additional construction administration services necessitated by changes in the design professional(s)' firm or key personnel. [Optional]
12. Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted scope of program or project management practice.

The rates identified in the Fee Schedule attached to **Exhibit "D"** include overhead, administrative cost and profit and shall be utilized in arriving at the fee for Extra Services.

**EXHIBIT "C"**

**SCHEDULE OF WORK**

**Fairfield Campus:**

New Build/New Facilities:

- \_\_\_\_\_
- \_\_\_\_\_

Modifications/Additions/Renovations:

- \_\_\_\_\_
- \_\_\_\_\_

Infrastructure:

- \_\_\_\_\_
- \_\_\_\_\_

Site Development:

- \_\_\_\_\_
- \_\_\_\_\_

Other:

- \_\_\_\_\_
- \_\_\_\_\_

**Vallejo Center:**

New Build/New Facilities:

- \_\_\_\_\_
- \_\_\_\_\_

Modifications/Additions/Renovations:

- \_\_\_\_\_
- \_\_\_\_\_

Infrastructure:

- \_\_\_\_\_
- \_\_\_\_\_

Site Development:

- \_\_\_\_\_
- \_\_\_\_\_

Other:

- \_\_\_\_\_
- \_\_\_\_\_

**Vacaville Center (including Nut Tree Airport):**

New Build/New Facilities:

- \_\_\_\_\_
- \_\_\_\_\_

Modifications/Additions/Renovations:

- \_\_\_\_\_
- \_\_\_\_\_

Infrastructure:

- \_\_\_\_\_
- \_\_\_\_\_

Site Development:

- \_\_\_\_\_
- \_\_\_\_\_

Other:

- \_\_\_\_\_
- \_\_\_\_\_

**Travis Air Force Base Center:**

New Build/New Facilities:

- \_\_\_\_\_
- \_\_\_\_\_

Modifications/Additions/Renovations:

- \_\_\_\_\_
- \_\_\_\_\_

Infrastructure:

- \_\_\_\_\_
- \_\_\_\_\_

Site Development:

- \_\_\_\_\_
- \_\_\_\_\_

Other:

- \_\_\_\_\_
- \_\_\_\_\_

**Other:**

[INSERT PROJECT TYPE]:

- \_\_\_\_\_
- \_\_\_\_\_

**EXHIBIT "D"**

**FEE SCHEDULE**

**Compensation**

1. The Program Manager’s fee set forth in this Agreement shall be full compensation for all of Program Manager’s Services incurred in its performance, including, without limitation, all costs for personnel, travel within two hundred (200) miles of the Project location (travel reimbursements must be approved by the District prior to travel), offices, per diem expenses, printing, providing, or shipping of deliverables in the quantities set forth in **Exhibit "A."** The parties acknowledge and agree, in general, that the program has an existing inventory (i.e. offices, computers and peripherals, printers, fax machines, photocopy equipment, etc.) and significant expenditures in these areas are not anticipated.
2. The amount of compensation shall be the amount set forth in the Agreement, including all billed expenses, without advance written approval of the District.

**Method of Payment**

1. Program Manager shall submit monthly invoices on a form and in the format approved by the District.
2. Program Manager shall submit these invoices in duplicate to the District via the District’s authorized representative.
3. Program Manager shall submit to District on a monthly basis documentation showing proof that payments were made to his/her sub-consultants.
4. Upon receipt and approval of Program Manager’s invoices, the District agrees to make payments on all undisputed amounts within sixty (60) days of receipt of the invoice.
5. The District may withhold or deduct from amounts otherwise due Program Manager hereunder if Program Manager fails to timely and completely perform material obligations to be performed on its part under this Agreement, with the amounts withheld or deducted being released after Program Manager has fully cured such failure of performance, less costs, damages or losses sustained by the District resulting therefrom.

**Hourly Rates**

1. The following rates, which include overhead, administrative cost and profit, shall be utilized in arriving at the fee for Extra Services and shall not be changed for the term of the Agreement. Program Manager shall bill in quarter-hour increments for all Extra Services.

<b><u>Job Title</u></b>	<b><u>Hourly Rate</u></b>
Principal In Charge:	\$____.00
Program Director:	\$____.00
Program Manager (s):	\$____.00
Assistant Program Manager:	\$____.00
Project Manager(s):	\$____.00
Director of Budget & Accounting:	\$____.00
Other:	\$____.00

2. The mark-up on any approved item of Extra Services performed by sub-consultant(s) or subcontractor(s) shall not exceed ten percent (10%).

**Monthly Rates**

3. The following monthly rates for those individuals who are anticipated to be fully dedicated to the specific District project, which include overhead, administrative cost and profit, shall be utilized in calculating the Program Manager's fee.

<b><u>Job Title</u></b>	<b><u>Hourly Rate</u></b>
Principal In Charge:	\$____.00
Program Director:	\$____.00
Program Manager (s):	\$____.00
Assistant Program Manager:	\$____.00
Project Manager(s):	\$____.00
Director of Budget & Accounting:	\$____.00
Other:	\$____.00

**APPENDIX "C"**  
**MEASURE Q – PROJECT LABOR AGREEMENT**

**SOLANO COMMUNITY COLLEGE DISTRICT  
PROJECT LABOR AGREEMENT**

This Agreement is entered into this 5th day of December, 2013 by and between the Solano Community College District (hereinafter, the "District"), together with contractors and/or subcontractors, who become signatory to this Agreement by signing the "Agreement To Be Bound" (Addendum A) (all of whom are referred to herein as "Contractors/Employers"), and the Napa-Solano Building & Construction Trades Council ("Council") and its affiliated local Unions that have executed this Agreement (all of whom are referred to collectively as "Union" or "Unions").

The purpose of this Agreement is to promote efficiency of construction operations during the Solano Community College District's Measure Q and other construction project(s) ("Project") as defined herein, and to provide for peaceful settlement of labor disputes and grievances without strikes or lockouts, thereby promoting the public interest in assuring the timely and economical completion of the Project. The District and the Council may mutually agree in writing to add additional components to the Project's Scope of Work to be covered under this PLA. The District and the Labor Council seek to form a lasting relationship to Career Technical Education, especially among those underrepresented in the trades (women, minorities, and veterans).

WHEREAS, the timely and successful completion of the Project is of the utmost importance to the Solano Community College District to meet the educational needs of the District's students and to avoid increased costs resulting from delays in construction; and

WHEREAS, large numbers of workers of various skills will be required in the performance of the construction work, including those to be represented by the unions signatory to this Agreement and employed by contractors and subcontractors who are also signatory to this Agreement; and

WHEREAS, it is recognized that on a project of this magnitude with multiple bargaining units on the job site at the same time over an extended period of time, the potential for work disruption is substantial without an overriding commitment to maintain continuity of work; and

WHEREAS, the interests of the general public, the District, the Unions and the Contractor/Employer(s) would be best served if the construction work proceeded in an orderly manner without disruption because of strikes, sympathy strikes, work stoppages, picketing, lockouts, slowdowns or other interferences with work; and

WHEREAS, the Contractor/Employers and the Unions desire to mutually establish and stabilize wages, hours and working conditions for the workers employed on the Project by the Contractor/Employer(s), and further, to encourage close cooperation among the Contractor/Employer(s) and the Union(s) so that a satisfactory, continuous and harmonious relationship will exist among the Parties to this Agreement; and

WHEREAS, the Parties agree that one of the primary purposes of this Agreement is to avoid the tensions that might arise on the Project if Union and non-union workers of different employers were to work side by side on the Project thereby leading to labor disputes that could delay completion of the Project; and

WHEREAS, the Agreement is not intended to replace, interfere with, abrogate, diminish or modify existing local or national collective bargaining agreements in effect during the duration of the Project, insofar as a legally binding agreement exists between the Contractor/Employer(s) and the affected Union(s), except to the extent that the provisions of this Agreement are inconsistent with said collective bargaining agreements, in which event, the provisions of this Agreement shall prevail; and

WHEREAS, the contract for construction work on the Project will be awarded in accordance with the applicable provisions of the Public Contract Code, Education Code and other applicable California law; and

WHEREAS, funding for the construction of the Project will come from Measure Q, passed by the Solano County residents in 2012, in contrast to typical California school projects, which are funded through a balance of local and State funds; and

WHEREAS, the District has the absolute right to select the lowest responsive and responsible bidder for the award of the construction contract on the Project, or to reject all bid proposals, or to use other legal project delivery methodologies; and

WHEREAS, the District places high priority upon the development of comprehensive programs for the recruitment, training and employment of local area residents and recognizing the ability of local apprenticeship programs to provide meaningful and sustainable careers in the building and construction industry; and

WHEREAS, the Parties to this Agreement pledge their full good faith and trust to work towards a mutually satisfactory completion of the Project;

NOW, THEREFORE, IT IS AGREED BETWEEN AND AMONG THE PARTIES HERETO, AS FOLLOWS:

## **ARTICLE 1 DEFINITIONS**

1.1 "Agreement" means this Project Labor Agreement.

1.2 "District" means the Solano Community College District, its employees, agents, and administrative staff.

1.3 "Contractor/Employer(s)" means any individual, firm, partnership or corporation, or combination thereof, including joint ventures, that is an independent business enterprise and enters into a contract with the District or any of its contractors or subcontractors of any tier, with respect to the construction of any part of the Project under contract terms and conditions approved by the District and which incorporate this Agreement.

1.4 "Construction Contract" means the public works or improvement contract(s) which will be signed by the District and which are necessary to complete the Project, as defined herein, including subcontracts at any tier.

1.5 "Project" is defined to include all public works or improvement project(s) or construction projects funded in whole or in part with Measure Q funding with an

estimated construction cost of \$4.5 million or more. In addition, "Project" includes Building 600 (Administration Building); Building 1200 (Theater Modernization) and Building 200 (Child Development Center). Routine maintenance of District properties (per Public Contract Code section 20656) and emergency public works projects (per Public Contract Code section 20654) are not covered by the scope of this Agreement. The District and the Council may mutually agree in writing to add additional components to the Project's Scope of Work to be covered under this PLA.

1.6 "Union" or "Unions" means the Napa-Solano Building & Construction Trades Council, AFL-CIO, ("the Council") and any affiliated labor organization signatory to this Agreement, acting in their own behalf and on behalf of their respective affiliates and member organizations whose names are subscribed hereto and who have through their officers executed this Agreement ("Signatory Unions").

1.7 "Project Manager" means the person(s) or business entity(ies) designated by the District to oversee all phases of construction on the Project and to oversee the implementation of this Agreement and who works under the guidance of the District's Authorized Representative.

1.8 "Master Agreement" or "Schedule A" means the Master Collective Bargaining Agreement of each craft Union signatory hereto, a copy of which shall be on file with the District.

1.9 "Council" means the Napa-Solano Counties Building & Construction Trades Council.

## **ARTICLE 2 SCOPE OF AGREEMENT**

2.1 Parties: The Agreement shall apply and is limited to all Contractors/Employer(s) performing work on the Project (including subcontractors at any tier), the District the Council and the Unions signatory to this Agreement, acting on their own behalf and on behalf of their respective affiliates and member organizations whose names are subscribed hereto and who have through their officers executed this Agreement ("Signatory Unions").

2.2 Project Description: The Agreement applies to all prospective public works or improvement project(s) or construction projects funded in whole or in part with Measure Q funding using with an estimated construction cost of \$4.5 million or more. In addition, this Agreement applies to construction and/or modernization of Building 600 (Administration Building); Building 1200 (Theater Modernization) and Building 200 (Child Development Center). Routine maintenance of District properties (per Public Contract Code section 20656) and emergency public works projects (per Public Contract Code section 20654) are not covered by the scope of this Agreement. The District and the Council may mutually agree in writing to add additional components to the Project's Scope of Work to be covered under this PLA.

2.3 Covered Work: This Agreement covers, without limitation, all on-site site preparation, surveying, construction, alteration, demolition, installation, painting or repair of buildings, structures and other works, and related activities for the Project, including landscaping and temporary fencing that is within the craft jurisdiction of one of the Unions and which is directly or indirectly part of the Project, including, without limitation to the following examples, pipelines (including those in linear corridors built to serve the project), pumps, pump stations, start-up, modular furniture installation, and on-site soils and material inspection and testing to be performed to complete the Project. On-site work includes work done for the Project in temporary yards or areas adjacent to the Project, and at any on-site or off-site batch plant constructed solely to supply materials to the Project. This scope of work includes all soils and materials testing and inspection where such testing and inspection is a classification in which a prevailing wage determination has been published.

2.3.1 This Agreement shall apply to any start-up, calibration, performance testing, repair, maintenance, operational revisions to systems and/or subsystems performed after Completion unless it is performed by District employees.

2.3.2 This Agreement covers all on-site fabrication work over which the District, Contractor(s) or subcontractor(s) possess the right of control (including work done for the Project in any temporary yard or area established for the Project.). Additionally, it is agreed hereby that this Agreement covers any off-site work, including fabrication necessary for the Project defined herein, that is covered by a current Schedule A Agreement or local addenda to a National Agreement of the applicable Union(s) that is in effect as of the execution date of this Agreement.

2.3.3 It is expressly agreed and understood by the Parties that the District shall have the right to purchase material and equipment from any source and the craftspersons covered under this Agreement will handle and install such material and equipment. There shall be no limitation or restriction upon the choice of materials or upon the full use and installation of equipment, machinery, package units, factory pre-cast, prefabricated or preassembled materials, tools or other labor-saving devices other than as set forth herein. The lawful fabrication provisions of the appropriate national or local agreements shall be applicable.

2.3.4 The furnishing of supplies, equipment or materials which are stockpiled for later use shall in no case be considered subcontracting. Construction trucking work, such as the delivery of ready-mix, asphalt, aggregate, sand or other fill material which are directly incorporated into the construction process as well as the off-hauling of debris and excess fill material and/or mud, shall be covered by the terms and conditions of this Agreement, to the fullest extent provided by law and by prevailing wage determinations of the California Department of Industrial Relations. Contractor/Employer(s), including brokers, of persons providing construction trucking work shall provide certified payroll records to the District within ten (10) days of written request or as required by bid specifications.

2.3.5 Work covered under this Agreement within the craft jurisdiction of the Elevator Constructors will be performed under the terms of the National Agreement of the International Union of Elevator Constructors except that Articles IV and XIII of the Agreement shall prevail and be applied to such work. Work covered by the Agreement within the craft jurisdiction of the Boilermakers will be performed under the terms of the National Transient Lodge (NTL) Articles of Agreement except that Articles IV and XIII of the Agreement shall prevail and be applied to such work. Work covered by the Agreement within the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, except that Articles IV and XIII of the Agreement shall prevail and be applied to such work.

2.4 Exclusions. The following shall be excluded from the scope of this Agreement:

2.4.1 The Agreement is not intended to, and shall not affect or govern the award of public works contracts by the District which are not included in the Project.

2.4.2 The Agreement shall not apply to a Contractor/Employer's non construction craft employees, including but not limited to executives, managerial employees, engineering employees and supervisors above the level of General Foreman (except those covered by existing Master Agreements), staff engineers or other professional engineers, administrative and management.

2.4.3 This Agreement shall not apply to any work performed on or near or leading to the site of work covered by this Agreement that is undertaken by state, county, city or other governmental bodies or their contractors; or by public or private utilities or their contractors.

2.4.4 The District shall not be required to comply with this Agreement for any work performed with its own forces as permitted by the Public Contract Code and Education Code.

2.4.5 This Agreement shall not apply to off-site maintenance of leased equipment and on-site supervision of such work;

2.4.6 This Agreement shall not apply to engineering provided by professional service organizations and laboratory or specialty testing or inspection not ordinarily done by the Unions;

2.4.7 This Agreement shall not apply to routine maintenance of District properties and emergency public works projects.

2.5 Award of Contracts: It is understood and agreed that the District shall have the absolute right to select any qualified bidder for the award of contracts under this Agreement. The bidder need only be willing, ready and able to execute and comply with this Agreement.

### **ARTICLE 3 EFFECT OF AGREEMENT**

3.1 By executing the Agreement, the Unions and the District agree to be bound by each and all of the provisions of the Agreement.

3.2 By accepting the award of a Construction Contract for the Project, whether as contractor or subcontractor, the Contractor/Employer agrees to be bound by each and every provision of the Agreement and agrees that it will evidence its acceptance prior to the commencement of work by executing the **Letter of Assent** in the form attached hereto as **Addendum A**.

3.3 At the time that any Contractor/Employer enters into a subcontract with any subcontractor providing for the performance of a construction contract, the Contractor/Employer(s) shall provide a copy of this Agreement, as it may from time to time be modified, to said subcontractor and shall require the subcontractor as a part of accepting an award of a construction subcontract to agree in writing to be bound by each and every provision of this Agreement prior to the commencement of work. The obligations of a Contractor/Employer may not be evaded by subcontracting.

3.4 This Agreement shall only be binding on the signatory parties hereto and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such party. Each Contractor shall alone be liable and responsible for its own individual acts and conduct and for any breach or alleged breach of this Agreement. Any dispute between the Union(s) and the Contractor(s) respecting compliance with the terms of the Agreement shall not affect the rights, liabilities, obligations and duties between the signatory Union(s) and other Contractor(s) party to this Agreement.

3.5 It is mutually agreed by the Parties that any liability by a signatory Union to this Agreement shall be several and not joint. Any alleged breach of this Agreement by a signatory Union shall not affect the rights, liabilities, obligations and duties between the signatory Contractor(s) and the other Union(s) party to this Agreement.

3.6 The provisions of this Agreement, including Schedules A's, which are the local Master Agreements of the Signatory Unions having jurisdiction over the work on the Project, shall apply to the work covered by this Agreement, notwithstanding the provisions of any other local, area and/or national agreements which may conflict with or differ from the terms of this Agreement. Where a subject covered by the provisions of this Agreement is also covered by a Schedule A, the provisions of this Agreement shall prevail. Where a subject is covered by the provisions of a Schedule A and is not covered by this Agreement, the provisions of the Schedule A shall prevail.

### **ARTICLE 4 WORK STOPPAGES, STRIKES, SYMPATHY STRIKES AND LOCKOUTS**

4.1 The Unions, District and Contractor/Employers covered by the Agreement agree that for the duration of the Project:

4.1.1 There shall be no strikes, sympathy strikes, work stoppages, picketing, hand billing or otherwise advising the public that a labor dispute exists, or slowdowns of any kind, for any reason, by the Unions or employees employed on the Project, at the job site of the Project or at any other facility of District because of a dispute on the Project. Disputes arising between the Unions and Contractor/Employers on other District projects are not governed by the terms of the Agreement or this Article.

4.1.2 As to employees employed on the Project, there shall be no lockout of any kind by a Contractor/Employer covered by the Agreement.

4.1.3 If a master collective bargaining agreement between a Contractor/Employer and the Union expires before the Contractor/Employer completes the performance of the Construction Contract and the Union or Contractor/Employer gives notice of demands for a new or modified master collective bargaining agreement, the Union agrees that it will not strike on work covered under this Agreement and the Union and the Contractor/Employer agree that the expired master collective bargaining agreement shall continue in full force and effect for work covered under this Agreement until a new or modified master collective bargaining agreement is reached between the Union and Contractor/Employer. If the new or modified master collective bargaining agreement reached between the Union and Contractor/Employer provides that any terms of the master collective bargaining agreement shall be retroactive, the Contractor/Employer agrees to comply with any retroactive terms of the new or modified master collective bargaining agreement which are applicable to employees who were employed on the projects during the interim with retroactive payment due within seven (7) days of the effective date of the modified Master Agreement.

4.1.4 In the case of nonpayment of wages and trust fund contributions on the Project, the Union shall give the District or its designated agent and the Contractor/Employer(s) five (5) business days' notice when nonpayment of trust funds has occurred and 2 business days' notice when nonpayment of wages has occurred or when paychecks being tendered to a financial institution normally recognized to honor such paychecks will not honor such paycheck as a result of insufficient funds, of the intent to withhold labor from the Contractor/Employer(s)' or their subcontractor's workforce, during which time the Contractor/Employer shall have the opportunity to correct the default. In this instance, a Union's withholding of labor (but not picketing) from an Contractor/Employer who has failed to pay its fringe benefit contributions or failed to meet its weekly payroll shall not be considered a violation of this Article.

4.2 Any party to this Agreement shall institute the following procedure, prior to initiating any other action at law or equity, when a breach of this Article is alleged to have occurred:

4.2.1 A party invoking this procedure shall notify Thomas Angelo, as the permanent arbitrator, or, Robert Hirsch, as the alternate arbitrator under this procedure. In the event that the permanent arbitrator is unavailable at any time, the alternate will be contacted. If neither is available, then a selection shall be made from the list of arbitrators in Article 12. Notice to the arbitrator shall be by the most expeditious

means available, with notices by facsimile or telephone to the District and the party alleged to be in violation and to the Council and involved local Union if a Union is alleged to be in violation.

4.2.2 Upon receipt of said notice, the District will contact the designated arbitrator named above or his alternate who will attempt to convene a hearing within twenty-four (24) hours if it is contended that the violation still exists.

4.2.3 The arbitrator shall notify the parties by facsimile or telephone of the place and time for the hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion, shall not exceed twenty-four (24) hours unless otherwise agreed upon by all parties. A failure of any party to attend said hearings shall not delay the hearing of evidence or the issuance of an award by the arbitrator.

4.2.4 The sole issue at the hearing shall be whether or not a violation of Article IV, Section 4.1 of the Agreement has occurred. The arbitrator shall have no authority to consider any matter of justification, explanation or mitigation of such violation or to award damages, which issue is reserved for court proceedings, if any. The award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without a written opinion. If any party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with or enforcement of the award. The arbitrator may order cessation of the violation of this Article and other appropriate relief and such award shall be served on all parties by hand or registered mail upon issuance.

4.2.5 Such award may be enforced by any Court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to above in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the arbitrator's award as issued under Section 4.2(4) of this Article, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order or enforcement. The Court's order or orders enforcing the arbitrator's award shall be served on all parties by hand or delivered by certified mail.

4.2.6 Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure, or which interfere with compliance, are waived by the parties.

4.2.7 The fees and expenses of the arbitrator shall be divided equally between the party instituting the arbitration proceedings provided in this Article and the party alleged to be in breach of its obligation under this Article.

**ARTICLE 5  
COORDINATOR AND MEETINGS**

5.1 The District shall designate Mike Vlaming as the Coordinator, who shall be responsible for the administration and application of this Agreement. The Coordinator shall endeavor to facilitate harmonious relations between the District, the Contractor/Employers and the Unions signatory hereto. The Coordinator shall not be responsible for the acts of the Contractor/Employers and the Unions signatory hereto, and will not be a party to any arbitration or litigation arising out of this Agreement. The District will pay for the Coordinator. If Mike Vlaming subsequently becomes unable or unwilling to continue to act as Coordinator, the District shall consult with the Council before designating another Coordinator.

5.2 A pre-construction conference shall be held prior to the commencement of work on each phase of the Project to establish the scope of work in each Contractor/Employer's contract. Such conference shall be attended by a representative each from the participating Contractor/Employer(s), including all subcontractors, Union(s) and the Coordinator. The Contractor/Employer performing the work shall have the responsibility for making work assignments pursuant to this Agreement in writing. Any craft objecting to the Contractor/Employer's proposed assignment of work shall have seven (7) working days from the date of the conference to submit written objections to the Contractor/Employer before the Contractor/Employer makes the work assignments final. Should any jurisdictional issue remain in dispute, it shall be subject to the resolution procedure set forth in Article 12. All efforts will be made to properly raise and resolve any issue that may arise out of such meeting, with a goal that such conferences will be held at least 7 days before the work commences. Pre-construction conferences for different Contractor/Employers may be held together.

5.3 There shall be a periodic meeting for the duration of the Project to discuss issues relating to the construction of the Project, including but not limited to discussion of the scheduling and productivity on work performed on the Project. The purpose of these meetings is to promote harmonious relations, ensure adequate communications and advance the efficiency of the Project. The Primary Contractor/Employers shall attend all such meetings.

**ARTICLE 6  
NO DISCRIMINATION**

6.1 The Contractor/Employers and Unions agree to comply with all anti-discrimination provisions of federal, state and local law, to protect employees and applicants for employment, on the Project, including but not limited to protection against discrimination on the basis of race, color, creed, national origin, ancestry, age, sex, sexual orientation, political affiliation, membership in a labor organization, disability or Acquired Immune Deficiency Syndrome or AIDS Related Condition (AIDS/ARC).

## **ARTICLE 7 UNION SECURITY**

7.1 The Contractor/Employers recognize the Union(s) as the sole bargaining representative of all craft employees working within the scope of this Agreement.

7.2 No employee covered by this Agreement is required to join any Union as a condition of being employed on the Project. However, all employees who are employed by Contractor/Employers to work on the Project will be responsible for payment of applicable monthly working dues and any associated fees uniformly required for union membership in the local Union that is a signatory to this Agreement, and shall, on or before 8 days of consecutive or cumulative employment on the Project, tender such dues and fees to the applicable Union.

7.3 Authorized representatives of the Unions shall have access to the Projects whenever work covered by this Agreement is being, has been, or will be performed on the Project.

## **ARTICLE 8 REFERRAL**

8.1 Contractor/Employers performing construction work on the Project described in the Agreement shall, in filling craft job requirements, utilize and be bound by the registration facilities and referral systems established or authorized by the Unions signatory hereto when such procedures are not in violation of Federal law. The Contractor/Employer(s) shall have the right to reject any applicant referred by the Union(s), in accordance with the applicable Master Agreement.

8.2 The Union(s) shall be the sole source of all craft labor employed on the Project. However, in the event that a Contractor(s) has its own core workforce, the Contractor/Employer may request by name, and the Union shall honor, referral of persons who have applied to the local Union for Project work and who demonstrate the following qualifications ("Core Employees"):

- a. possess any license and/or certifications required by state or federal law for the Project work to be performed;
- b. have worked a total of at least two thousand (2000) hours in the construction craft during the prior two (2) years;
- c. were on the Contractor/Employer's active payroll for at least the sixty (60) consecutive calendar business days prior to the contract award;
- d. have the ability to perform safely the basic functions of the applicable trade; and
- e. live in Solano County or the city of Winters.

8.3. The Union will refer to such Contractor/Employer two journeyman employees from the hiring hall out-of-work list for the affected trade or craft, and will then refer one of such Contractor/Employer's Core Employees as a journeyman and shall repeat the process, one and one, until such Contractor/Employer's crew requirements are met or until Contractor/Employer has hired five (5) Core Employees, whichever occurs first. Thereafter, all additional employees in the affected trade or craft shall be hired exclusively from the hiring hall out-of-work list(s). For the duration of the Contractor/Employer's work the ratio shall be maintained and when the Contractor/Employer's workforce is reduced, employees shall be reduced in reverse order and in the same ratio of core employees to hiring hall referrals as was applied in the initial hiring. Contractor/Employer's signatory to a Local, Regional, and/or National collective bargaining agreements with Union(s) signatory hereto shall be bound to use the hiring hall provisions contained in the Master Collective Bargaining Agreement of the affected Union(s), and nothing in the referral provisions of this Agreement shall be construed to supersede the local hiring hall provisions of the Master Agreement(s) as they relate to such contractors.

8.4. The Contractor(s) shall have the unqualified right to select and hire directly all supervisors above the level of general foreman it considers necessary and desirable, without such persons being referred by the Union(s).

8.5. In the event that referral facilities maintained by the Union(s) are unable to fill the requisition of a Contractor/Employer for employees within a forty-eight (48) hour period (Saturdays, Sundays and Holidays excluded) after such requisition is made by the Contractor/Employer(s), the Contractor/Employer(s) shall be free to obtain workers from any source. A Contractor who hires any personnel to perform covered work on the Project pursuant to this Section shall immediately provide the appropriate Union with the name and address of such employee(s) and shall immediately refer such employee(s) to the appropriate Union to satisfy the requirements of Article VII of this Agreement.

8.6. Unions will exert their utmost efforts to recruit sufficient numbers of skilled craft persons to fulfill the requirements of the Contractor/Employer(s). Recognizing the potential acute shortage of skilled craftspeople, the Unions shall consider a Contractor's request to transfer key employees to work on this Project in a manner consistent with the Union's referral procedures.

## **ARTICLE 9 BENEFITS**

9.1 All Contractor/Employers agree to pay contributions to the established vacation, pension and other form of deferred compensation plan, apprenticeship, and health benefit funds established by the applicable Master Agreement for each hour worked on the Project in the amounts designated in the Master Agreements or Prevailing Wage Determination, whichever is greater, of the appropriate local unions. The Contractor/Employers shall not be required to pay contributions to any other trust funds that are not contained in the published prevailing wage determination to satisfy their obligation under this Article, except that those Contractor/Employers who are signatory

to the Master Agreements with the respective trades shall continue to pay all trust fund contributions as outlined in such Master Agreements.

9.2 By signing this Agreement, the Contractor/Employers adopt and agree to be bound by the written terms of the legally established Trust Agreements, as described in section 9.1, specifying the detailed basis on which payments are to be made into, and benefits paid out of, such Trust Funds.

9.3 Wages, Hours, Terms and Conditions of Employment: The wages, hours and other terms and conditions of employment on the Project shall be governed by the Master Agreement or Prevailing Wage Determination, whichever is greater, of the respective crafts, copies of which shall be on file with the District to the extent such Master Agreement is not inconsistent with this Agreement.

9.4 Holidays: Holidays shall be established as set forth in the applicable Schedule A.

## **ARTICLE 10 EMPLOYEE GRIEVANCE PROCEDURE**

10.1 All disputes involving discipline and/or discharge of employees working on the Project shall be resolved through the grievance and arbitration provision contained in the Master Agreement for the craft of the affected employee. No employee working on the Project shall be disciplined or dismissed without just cause.

## **ARTICLE 11 COMPLIANCE**

11.1 It shall be the responsibility of the Contractor/Employer(s) and Unions to investigate and monitor compliance with the provisions of the Agreement contained in Article 9. Nothing in this Agreement shall be construed to interfere with or supersede the usual and customary legal remedies available to the Unions and/or employee benefit Trust Funds to collect delinquent Trust Fund contributions from Contractor/Employer(s) on the Project. The District shall monitor and enforce compliance with the prevailing wage requirements of the state, and the Contractors/Employers' compliance with this Agreement.

## **ARTICLE 12 GRIEVANCE ARBITRATION PROCEDURE**

12.1 Project Labor Disputes: All Project labor disputes involving the application or interpretation of the Master Collective Bargaining Agreement to which a signatory Contractor/Employer and a signatory Union are parties shall be resolved pursuant to the resolution procedures of the Master Collective Bargaining Agreement. All disputes relating to the interpretation or application of the Agreement shall be subject to resolution by the Grievance arbitration procedures set forth herein.

12.2 No grievance shall be recognized unless the grieving party (Local Union or District Council, on its own behalf, or on behalf of an employee whom it represents, or a Contractor/Employer on its own behalf) provides notice in writing to the signatory party with whom it has a dispute within five (5) days after becoming aware of the dispute but in no event more than thirty (30) days after it reasonably should have become aware of the event giving rise to the dispute. The time limits in Section 12.1 may be extended by mutual written agreement of the parties.

12.3 Grievances shall be settled according to the following procedures:

Step 1: Within five (5) business days after the receipt of the written notice of the grievance, the Business Representative of the involved Local Union or District Council, or his/her designee, or the representative of the employee, and the representative of the involved Contractor/Employer shall confer and attempt to resolve the grievance.

Step 2: In the event that the representatives are unable to resolve the dispute within the five (5) business days after the meeting to resolve the dispute in Step 1, the International Union Representative and the Contractor/Employer involved shall meet within seven (7) working days of the referral of the dispute to this second step to arrive at a satisfactory settlement thereof. Meeting minutes shall be kept by the Contractor. In the event that these representatives are unable to resolve the dispute, either involved party may submit the grievance in writing within five (5) business days to the Business Manager(s) of the affect Union(s) involved, the Manager of Labor Relations of the Contractor/Employer involved or the Manager's designated representative, and the Project Manager for discussion and resolution.

Step 3: If the grievance is not settled in Step 2, either party may request the dispute be submitted to arbitration or the time may be extended by mutual consent of both parties. Within five (5) business days after referral of a dispute to Step 3, the representatives shall choose a mutually agreed upon arbitrator for final and binding arbitration. The parties agree that if the permanent arbitrator or his alternate is not available, an arbitrator shall be selected by the alternate striking method from the list of five (5) below. The order of striking names from the list of arbitrators shall be determined by a coin toss, the winner of which shall decide whether they wish to strike first or second.

1. William Riker
2. Barry Winogard
3. Thomas Angelo
4. Robert Hirsch
5. Jeri-Lou Cossack

12.4 The decision of the Arbitrator shall be binding on all parties. The Arbitrator shall have no authority to change, amend, add to or detract from any of the

provisions of the Agreement. The expense of the Arbitrator shall be borne equally by both parties. The Arbitrator shall arrange for a hearing on the earliest available date from the date of his/her selection. A decision shall be given to the parties within five (5) calendar days after completion of the hearing unless such time is extended by mutual agreement. A written opinion may be requested by a party from the presiding arbitrator.

12.5 The time limits specified in any step of the Grievance Procedure set forth in Section 12.2 may be extended by mutual agreement of the parties initiated by the written request of one party to the other, at the appropriate step of the Grievance Procedure. However, failure to process a grievance, or failure to respond in writing within the time limits provided above, without an agreed upon extension of time, shall be deemed a waiver of such grievance without prejudice, or without precedent to the processing of and/or resolution of like or similar grievances or disputes.

12.6 In order to encourage the resolution of disputes and grievances at Steps 1 and 2 of this Grievance Procedure, the parties agree that such settlements shall not be precedent setting.

### **ARTICLE 13 WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES**

13.1 The assignment of Covered Work will be solely the responsibility of the Employer performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of the Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

13.2 All jurisdictional disputes on this Project between or among the building and construction trades Unions and the Employers parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Employers and Unions parties to this Agreement.

13.3 For the convenience of the parties, and in recognition of the expense of travel between Northern California and Washington, DC, at the request of any party to a jurisdictional dispute under this Agreement an Arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsch, and Thomas Pagan, and the Arbitrator's hearing on the dispute shall be held at the offices of the Napa-Solano Building & Construction Trades Council. All other procedures shall be as specified in the Plan.

13.4 All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Employer's assignment shall be adhered to until the dispute is resolved. Individual employees violating this section shall be subject to immediate discharge. Each Employer will conduct a pre-job conference with the Council prior to commencing work. The Project Manager and the

District will be advised in advance of all such conferences. The Primary Contractor shall attend all such meetings and the District and may participate if it wishes. Pre-job conferences for different Employers may be held together.

## **ARTICLE 14 APPRENTICES**

14.1 Recognizing the need to develop adequate numbers of competent workers in the construction industry, the Contractor/Employer(s) shall employ apprentices from California State-approved Joint Apprenticeship Programs in the respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured.

14.2 The apprentice ratios will be in compliance with the applicable provisions of the California Labor Code and Prevailing Wage Rate Determination.

14.3 There shall be no restrictions on the utilization of apprentices in performing the work of their craft provided they are properly supervised, except as provided by law and the provisions herein.

14.4 The Parties recognize the importance to the Solano Community College District Board of Trustees of providing Solano Community College students and graduates with the opportunity to participate both in the Unions' Apprenticeship Programs and the opportunity to work on the Project(s) under this Agreement. To the extent permitted by law and the hiring hall provisions of the applicable local Union and the rules and bylaws of the applicable joint apprenticeship program and in compliance with the Program's Standards approved by the State of California, Division of Apprenticeship Standards:

14.4.1 The Union apprenticeship programs will provide for direct entry of qualified graduates of local and approved pre-apprenticeship programs upon request from a signatory Contractor/Employer seeking to fulfill local hiring goals specified under this Agreement. The pre-apprentice programs covered under this provision include but are not limited to the pre-apprenticeship bridge programs that will be developed at Solano Community College in partnership with local trades, per Addendum B.

14.4.2 Each Contractor/Subcontractor performing work covered by this Agreement shall employ on the Project, if available, at least one eligible Solano Community College student or graduate who is enrolled and participating in a Joint Apprenticeship Program approved by the State of California, Division of Apprenticeship Standards, for any craft for which such program exists, when the Contractor/Employer has the minimum number of employees as is established by the Department of Apprenticeship Standards regulations for the employment of apprentices. A properly indentured apprentice must be employed under the regulations of the craft or trade at which s/he is indentured and shall be employed only for work of the craft or trade in which s/he is registered. If an apprentice is

not available for referral to a Contractor/Employer when such Contractor/Employer is required to employ an apprentice pursuant to this subsection, the Contractor/Employer shall maintain an open request for such referral, should an opening occur at a later date, as long as its obligations to employ the apprentice exists.

## **ARTICLE 15 LOCAL HIRE**

The Parties to this Agreement support the development of increased numbers of skilled construction workers from graduates of District schools and residents of Solano County and the City of Winters to meet the needs of District Projects and the requirements of the industry generally. Toward that end, the Unions agree to encourage the referral and utilization, to the extent permitted by law and the hiring hall procedures, of qualified graduates of District schools, Solano County residents, and residents of the City of Winters as journeymen and apprentices to covered Projects and entrance into such apprenticeship and training programs as may be operated by the Unions. In addition, all efforts will be made for the workforce to represent the ethnic make up of Solano County and the City of Winters.

## **ARTICLE 16 MANAGEMENT RIGHTS**

16.1 The Contractor/Employer(s) shall retain full and exclusive authority for the management of their operations, including the right to direct their work force in their sole discretion. No rules, customs or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees except that lawful manning provisions in the Master Agreement shall be recognized.

## **ARTICLE 17 HELMETS TO HARDHATS**

17.1 The Contractor/Employers and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Contractor/Employers and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center) and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

17.2 The Unions and Contractor/Employers agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on the Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

**ARTICLE 18  
DRUG & ALCOHOL TESTING**

18.1 The use, sale, transfer, purchase and/or possession of a controlled substance, alcohol and/or firearms at any time during the work day is prohibited.

18.2 Drug and alcohol testing shall be conducted in accordance with the Substance Abuse Prevention Policies set forth in each applicable Schedule A.

**ARTICLE 19  
SAVINGS CLAUSE**

19.1 The Parties agree that in the event any article, provision, clause, sentence or word of the Agreement is determined to be illegal or void as being in contravention of any applicable law, by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect. The Parties further agree that if any article, provision, clause, sentence or word of the Agreement is determined to be illegal or void, by a court of competent jurisdiction, the Parties shall substitute, by mutual agreement, in its place and stead, an article, provision, clause, sentence or word which will meet the objections to its validity and which will be in accordance with the intent and purpose of the article, provision, clause, sentence or word in question.

19.2 The Parties also agree that in the event that a decision of a court of competent jurisdiction materially alters the terms of the Agreement such that the intent of the parties is defeated, then the entire Agreement shall be null and void.

19.3 If a court of competent jurisdiction determines that all or part of the Agreement is invalid and/or enjoins the District from complying with all or part of its provisions and the District accordingly determines that the Agreement will not be required as part of an award to a Contractor/Employer, the Unions will no longer be bound by the provisions of Article 4.

**ARTICLE 20  
TERM**

20.1 The Agreement shall be included in the Bid Documents as a condition of the award of all construction contracts for the Project.

20.2 The Agreement shall continue in full force and effective until the completion of the Project.

**ARTICLE 21  
MISCELLANEOUS PROVISIONS**

21.1 Counterparts: This Agreement may be executed in counterparts, such that original signatures may appear on separate pages, and when bound together all necessary signatures shall constitute an original. Facsimile and electronic signature pages

transmitted to other parties to this Agreement shall be deemed equivalent to an original signature.

21.2 Warranty of Authority: Each of the persons signing this Agreement represents and warrants that such person has been duly authorized to sign this Agreement on behalf of the party indicated, and each of the parties by signing this Agreement warrants and represents that such party is legally authorized and entitled to enter into this Agreement.

21.3 Ratification by Governing Board: This Agreement shall not be binding on the District until it is approved by the Governing Board of the Solano Community College District.

SOLANO COMMUNITY COLLEGE DISTRICT

By: \_\_\_\_\_

Date: \_\_\_\_\_

NAPA-SOLANO BUILDING & CONSTRUCTION  
TRADES COUNCIL

By: \_\_\_\_\_

Date: \_\_\_\_\_

Ben Espinoza, President

**SIGNATURE BLOCKS FOR UNIONS**

**Asbestos Workers Local #16**

**Bricklayers & Allied Trades Crafts  
Local #3**

By: \_\_\_\_\_

By: \_\_\_\_\_

**Boilermakers Local #549**

**Carpenters 46 Northern California  
Counties Conference Board**

By: \_\_\_\_\_

By: \_\_\_\_\_

**District Council of Cement Masons and Plasterers Local #400**

By: \_\_\_\_\_

**District Council of Cement Masons and Plasterers Local #300**

By: \_\_\_\_\_

**District Council #16 Int'l Union of Painters and Allied Trades**

By: \_\_\_\_\_

**Electrical Workers Local #180**

By: \_\_\_\_\_

**Iron Workers Local #378**

By: \_\_\_\_\_

**Northern California District Council of Laborers**

By: \_\_\_\_\_

**Operating Engineers Local #3**

By: \_\_\_\_\_

**Plumbers & Steamfitters Local #343**

By: \_\_\_\_\_

**Roofers & Waterproofers Local #81**

By: \_\_\_\_\_

**Sheetmetal Workers Local #104**

By: \_\_\_\_\_

**Sprinklerfitters Local #483**

By: \_\_\_\_\_

**Utility/Landscape Local #355**

By: \_\_\_\_\_

**ADDENDUM A:  
AGREED TO LETTER OF ASSENT**

[Addressee]  
[Address]  
[City and State]

Re: Solano Community College District Measure Q Project Labor Agreement.

Dear Mr. /Ms. \_\_\_\_\_:

The undersigned party confirms that it agrees to be a party to and bound by the Solano Community College District Measure Q Construction Project, Project Labor Agreement as such Agreement may, from time to time, be amended by the parties or interpreted pursuant to its terms.

By executing this Letter of Assent, the undersigned party subscribes to, adopts and agrees to be bound by the written terms of the legally established trust agreements specifying the detailed basis upon which contributions are to be made into, and benefits made out of, such trust funds and ratifies and accepts the trustees appointed by the parties to such trust funds.

Such obligation to be a party to and bound by this Agreement shall extend to all work covered by said Agreement undertaken by the undersigned party on the [Measure Q Construction Project. The undersigned party shall require all of its subcontractors, of whatever tier, to become similarly bound for all their work within the scope of this Agreement by signing an identical Letter of Assent.

This letter shall constitute a subscription agreement, to the extent of the terms of the letter.

CONTRACTOR/SUBCONTRACTOR: \_\_\_\_\_

Project Contract Number: \_\_\_\_\_

California State License Number:  
or Motor Carrier (CA) Permit Number \_\_\_\_\_

Name and Signature of Authorized Person: \_\_\_\_\_  
\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Signature) (Date)

**ADDENDUM B:**

**MEMORANDUM OF UNDERSTANDING  
SOLANO COMMUNITY COLLEGE DISTRICT MEASURE Q  
PROJECT LABOR AGREEMENT**

The parties to this Agreement agree to establish a committee to develop a Construction Career Pathway Partnership (“Partnership”) to identify educational and employment opportunities for District students in the construction industry and to actively and regularly engage in exploring the possibility of long-term collaboration on implementing partnership opportunities for apprenticeship training. The committee shall include representatives of the District, Unions and Contractors signatory to this Agreement. Further, as part of this Partnership, the parties agree to mutually support and participate in a one day “Construction Awareness Day” event on each Project covered under this Agreement at a time in which there is active construction on the Project with the purpose of increasing the awareness for students and residents of the District regarding potential careers in the construction industry. Craft workers will be compensated for the time necessary to sufficiently clean the work site to accommodate each one-day event. Those craft workers involved in the skill demonstrations during each one-day event will participate on a voluntary basis.

SOLANO COMMUNITY COLLEGE  
DISTRICT

NAPA-SOLANO BUILDING &  
CONSTRUCTION TRADES COUNCIL

\_\_\_\_\_  
  
Date  
  
\_\_\_\_\_

\_\_\_\_\_  
Ben Espinoza, President  
  
Date  
  
\_\_\_\_\_