

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

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

EMPLOYMENT 2017-2018

Regular Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Manuel Corpus	Custodian	09/07/17
Joanna Cortez	Instructional Lab Assistant, Art and Photography	09/11/17
Taylor Ercole	Custodian	09/07/17
Andrea Moreno	Student Services Generalist – TAFB/Veterans	09/11/17
Craig Scharfen	Theatre Production Technician	09/11/17

Part-Time Adjunct Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Daniel Callahan	Adjunct Instructor – Chemistry (not to exceed 67%)	08/14/17

Mary Jones
Human Resources

August 25, 2017
Date Submitted

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

August 25, 2017
Date Approved

Change in Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Sarah Britto	Change from Student Services Generalist (Range 13/Step 1) to Admissions and Records Analyst (Range 15/Step 1)	08/16/17
Zyra Larot	Change from Student Services Assistant 2 - Financial Aid (Range 13/Step 3) to Financial Aid Specialist (Range 15/Step 4)	09/11/17
Carmela Logarta	Change from Student Services Generalist (Range 13/Step 1) to Admissions and Records Analyst (Range 15/Step 1)	08/16/17
Celia Lopez	Change from Senior Human Resources Generalist (Confidential Range 35/Step 7) to Payroll Analyst – Lead (CSEA Range 20/Step 6)	09/01/17
Marie Mayne	Change from Tutoring Center Specialist (Range 13/Step 7) to Student Services Generalist - Vallejo (Range 13/Step 7)	09/11/17
Amy Meachum	Change from Administrative Assistant IV-School of Science (CSEA Range 14/Step 5) to Human Resources Generalist (Confidential Range 33/ Step 3)	09/12/17
Anna Troupe	Change from Financial Aid Specialist (Range 15/Step 6) to Financial Aid Systems Analyst (Range 16/Step 6)	08/16/17

Temporary Change in Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Salvatore Abbate	Change from Administrative Assistant IV (1.00%) To Administrative Assistant IV (.80%)	09/01/17 through 12/31/17

Short-term/Temporary/Substitute

<u>Name</u>	<u>Assignment</u>	<u>Fund/Grant Name</u>	<u>Effective</u>	<u>Amount</u>
Alexandria Adema	Office Assistant	General Fund	09/07/17 – 06/30/18	\$11.60 hr.
Valerie Barreto	Teaching Apprentice	Transformation Grant	08/17/17 – 06/30/18	\$21.00 hr.
Jan Tracy Camacho	Tutor	MESA-TRIO Program	09/07/17 – 12/31/17	\$13.00 hr.
Philip Casanare	Custodian	General Fund	09/07/17 – 06/30/18	\$13.62 hr.
Frank Cetani	Substitute-Automotive Lab Tech	General Fund	08/01/17 – 06/30/18	\$15.88 hr.
Dylan Brie Ducey	Teaching Apprentice	Transformation Grant	08/17/17 – 06/30/18	\$21.00 hr.
Alice Grimes	Custodian	General Fund	09/07/17 – 06/30/18	\$13.62 hr.

Short-term/Temporary/Substitute (Cont.)

<u>Name</u>	<u>Assignment</u>	<u>Fund/Grant Name</u>	<u>Effective</u>	<u>Amount</u>
Renee Hamlin	Teaching Apprentice	Transformation Grant	08/17/17 – 06/30/18	\$21.00 hr.
Brianna Krystek	Athletic Academic Instructional Lab Assistant	Equity	08/17/17 – 12/31/17	\$15.21 hr.
Kate Lim	Teaching Apprentice	Transformation Grant	08/17/17 – 06/30/18	\$21.00 hr.
Clay Norris	Teaching Apprentice	Transformation Grant	08/17/17 – 06/30/18	\$21.00 hr.
Jimmy Ojeda Pedraza	Teaching Apprentice	Transformation Grant	08/17/17 – 06/30/18	\$21.00 hr.
Genele Rhoads	NSF Grant Management	NSF Grant	07/01/17 – 06/30/18	\$69.05 hr.
Robert Rogers	Assistant Coach – Men’s Baseball	General Fund	09/07/17 – 05/30/18	\$16.66 hr.
Stephanie Sherman	Teaching Apprentice	Transformation Grant	08/17/17 – 06/30/18	\$21.00 hr.
Miguel Solano	Theatre Event Technician	General Fund	08/28/17 – 06/30/18	\$14.50 hr.
Johnathan Wells	Teaching Apprentice	Transformation Grant	08/17/17 – 06/30/18	\$21.00 hr.

RESIGNATIONS

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Shawn Carney	Adjunct Instructor – Drafting	08/18/17
Tracy Hale	Student Services Assistant II – Financial Aid	09/08/17

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

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

PERSONAL SERVICES AGREEMENTS

Academic Affairs
David Williams, Ph.D., Vice President

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Deborah Barlow	Accompanist for Solano Choral Society rehearsals and performances.	September 21, 2017 – December 17, 2017	Not to exceed \$1,875.00
Indria Gillespie	To provide Project Coordination services for the GO-Biz Department of Defense (DOD) Office of Economic Adjustment (OEA) California Advanced Supply Change Analysis and Diversification Event (CASCADE) Grant	September 7, 2017 – June 30, 2018 July 1, 2018 – May 31, 2019	Not to exceed \$13,500.00
Lily Williams	One day guest lecture in graphic design.	September 25, 2017	Not to exceed \$150.00

Student Services
Gregory Brown, Vice President

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Corrine Kirkbride	Provide support for the Basic Skills and Student Outcomes Transformation (BSSOT) Grant.	August 7, 2017 – May 1, 2018	Not to exceed \$3,000.00

Finance & Administration

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

August 25, 2017

August 25, 2017

Date Submitted

Date Approved

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

TO: Members of the Governing Board

SUBJECT: DONATIONS

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

<u>NAME AND ADDRESS</u>	<u>ITEM AND ESTIMATED VALUE</u>	<u>RECEIVING DEPARTMENT</u>
Jacqueline Camilli 1001 Cabernet Court Vacaville, CA 95688	2008 Honda Civic Hybrid Operational Vehicle \$1,500.00	Auto Technology

Acceptance of this donation is recommended at this time.

STUDENT SUCCESS IMPACT:

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

Government Code: Board Policy: 3350 Estimated Fiscal Impact: \$ In Kind Gifts

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Joanne Schultz, Ed.D.
Finance & Administration

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707 864-7209

TELEPHONE NUMBER

Finance & Administration

VICE PRESIDENT APPROVAL

August 25, 2017

DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT

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

August 25, 2017

DATE APPROVED BY SUPERINTENDENT-PRESIDENT

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

TO: **Members of the Governing Board**

SUBJECT: **NOTICE OF COMPLETION FOR CONSTRUCTION
SERVICES FOR BUILDING 1200 PRODUCTION AUDIO
VISUAL PROJECT**

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for the Building 1200 Production Audio Visual Project Notice of Completion. On March 1, 2017, Conti Corporation was awarded a contract for the Building 1200 Production Audio Visual Project. The scope of work included furnishing, installation and commissioning of production audio, video and communications equipment for the newly renovated Performing Arts Building.

The work on this project is complete, and at this time the District gives notice and certifies that:

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

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact:</i>	<i>\$0</i>
SUPERINTENDENT’S RECOMMENDATION:		<input checked="" type="checkbox"/> APPROVAL	<input type="checkbox"/> DISAPPROVAL
		<input type="checkbox"/> NOT REQUIRED	<input type="checkbox"/> TABLE
Lucky Lofton Executive Bonds Manager			
PRESENTER’S NAME 4000 Suisun Valley Road Fairfield, CA 94534			
ADDRESS		Dr. Celia Esposito-Noy Superintendent-President	
(707) 863-7855			
TELEPHONE NUMBER			
Vice President, Finance & Administration		August 25, 2017	
VICE PRESIDENT APPROVAL		DATE APPROVED BY	
August 25, 2017		SUPERINTENDENT-PRESIDENT	
DATE SUBMITTED TO			
SUPERINTENDENT-PRESIDENT			

When recorded mail to:
Lucky Lofton, Executive Bonds Manager
Solano Community College District
4000 Suisun Valley Road
Fairfield, CA 94534

Notice of Completion

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

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

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

NAMES

ADDRESSES

-
6. Work of modernization on the property hereinafter described was completed on: 9/6/17
 7. The Project Name is: Building 1200 Production Audio Visual Project
 8. DSA Number (if applicable): Scope did not require DSA approval
 9. The contractor for such work of modernization is: Conti Corporation
 10. The name of the contractor's Surety Co. is: Fidelity and Deposit Company of Maryland
 11. The date of contract between the contractor and the above owner is: 3/1/17
 12. The street address of said property is: 4000 Suisun Valley Road, Fairfield, CA 94534
 13. APN #: 0027-242-110
 14. The property on which said work of modernization was completed is in the City of Fairfield, County of Solano, State of California, and is described as follows: Furnishing, installation and commissioning of production audio, video and communications equipment for the newly renovated Performing Arts Building.

Date
D.

Signature of Owner – Celia Esposito-Noy, Ed.

Solano Community College District

Verification

I, undersigned, say:

I am Executive Bonds Manager

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

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

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

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

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

TO: **Members of the Governing Board**

SUBJECT: **NOTICE OF COMPLETION FOR CONSTRUCTION
SERVICES FOR BUILDING 1200 MARKER BOARDS
PROJECT**

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for the Building 1200 Marker Boards Project Notice of Completion. On June 21, 2017, KD Specialty Contractors Inc. was awarded a contract for the Building 1200 Marker Boards Project. The scope of work included labor, materials, equipment and supplies necessary for the replacement and modification of existing plain marker boards in Building 1200 with marker boards possessing permanent music lines for musical instruction.

The work on this project is complete, and at this time the District gives notice and certifies that:

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

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact:</i>	<i>\$0</i>
SUPERINTENDENT’S RECOMMENDATION:		<input checked="" type="checkbox"/> APPROVAL	<input type="checkbox"/> DISAPPROVAL
		<input type="checkbox"/> NOT REQUIRED	<input type="checkbox"/> TABLE
Lucky Lofton Executive Bonds Manager			
PRESENTER’S NAME 4000 Suisun Valley Road Fairfield, CA 94534			
ADDRESS		Dr. Celia Esposito-Noy Superintendent-President	
(707) 863-7855			
TELEPHONE NUMBER			
Vice President, Finance & Administration		August 25, 2017	
VICE PRESIDENT APPROVAL		DATE APPROVED BY	
August 25, 2017		SUPERINTENDENT-PRESIDENT	
DATE SUBMITTED TO			
SUPERINTENDENT-PRESIDENT			

When recorded mail to:
Lucky Lofton, Executive Bonds Manager
Solano Community College District
4000 Suisun Valley Road
Fairfield, CA 94534

Notice of Completion

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

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

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

NAMES

ADDRESSES

-
6. Work of modernization on the property hereinafter described was completed on: 9/6/17
 7. The Project Name is: Building 1200 Marker Boards Project
 8. DSA Number (if applicable): Scope did not require DSA approval
 9. The contractor for such work of modernization is: KD Specialty Contractors Inc.
 10. The name of the contractor's Surety Co. is: N/A
 11. The date of contract between the contractor and the above owner is: 6/21/17
 12. The street address of said property is: 4000 Suisun Valley Road, Fairfield, CA 94534
 13. APN #: 0027-242-110
 14. The property on which said work of modernization was completed is in the City of Fairfield, County of Solano, State of California, and is described as follows: Replacement and modification of existing plain marker boards in Building 1200 with marker boards possessing music lines for musical instruction.

Date
D.

Signature of Owner – Celia Esposito-Noy, Ed.

Solano Community College District

Verification

I, undersigned, say:

I am Executive Bonds Manager

("President," "Owner," "Manager," etc.)

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

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

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

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

TO: **Members of the Governing Board**

SUBJECT: **NOTICE OF COMPLETION FOR CONSTRUCTION
SERVICES FOR BUILDING 1200 FIRE ALARM PANEL
PROGRAMMING PROJECT**

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for the Building 1200 Fire Alarm Panel Programming Project Notice of Completion. On July 19, 2017, Quality Sound was awarded a contract for the Building 1200 Fire Alarm Panel Programming Project. The scope of work included building, programming and testing the fire alarm panel for Building 1200 related to the recent building renovation.

The work on this project is complete, and at this time the District gives notice and certifies that:

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

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact:</i>	<i>\$0</i>
SUPERINTENDENT'S RECOMMENDATION:		<input checked="" type="checkbox"/> APPROVAL	<input type="checkbox"/> DISAPPROVAL
		<input type="checkbox"/> NOT REQUIRED	<input type="checkbox"/> TABLE
Lucky Lofton Executive Bonds Manager			
PRESENTER'S NAME 4000 Suisun Valley Road Fairfield, CA 94534			
ADDRESS		Dr. Celia Esposito-Noy	
(707) 863-7855		Superintendent-President	
TELEPHONE NUMBER			
Vice President, Finance & Administration		August 25, 2017	
VICE PRESIDENT APPROVAL		DATE APPROVED BY	
August 25, 2017		SUPERINTENDENT-PRESIDENT	
DATE SUBMITTED TO			
SUPERINTENDENT-PRESIDENT			

When recorded mail to:
Lucky Lofton, Executive Bonds Manager
Solano Community College District
4000 Suisun Valley Road
Fairfield, CA 94534

Notice of Completion

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

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

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

NAMES

ADDRESSES

-
6. Work of modernization on the property hereinafter described was completed on: 9/6/17
 7. The Project Name is: Building 1200 Fire Alarm Programming Project
 8. DSA Number (if applicable): Scope did not require DSA approval
 9. The contractor for such work of modernization is: Quality Sound
 10. The name of the contractor's Surety Co. is: N/A
 11. The date of contract between the contractor and the above owner is: 7/19/17
 12. The street address of said property is: 4000 Suisun Valley Road, Fairfield, CA 94534
 13. APN #: 0027-242-110
 14. The property on which said work of modernization was completed is in the City of Fairfield, County of Solano, State of California, and is described as follows: Building, programming and testing the fire alarm panel for Building 1200 on the Fairfield campus.

Date
D.

Signature of Owner – Celia Esposito-Noy, Ed.

Solano Community College District

Verification

I, undersigned, say:

I am Executive Bonds Manager

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

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

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

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

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

TO: **Members of the Governing Board**

SUBJECT: **RESOLUTION NO. 17/18-03 CONDEMNING HATE AND VIOLENCE**

REQUESTED ACTION:

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

SUMMARY:

Resolution No. 17/18-03 Condemning Hate and Violence is being presented to offer support to those affected by the violence in Charlottesville, VA on August 12, 2017.

Approval is requested at this time.

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact:</i>	<i>N/A</i>
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SUPERINTENDENT'S RECOMMENDATION:

APPROVAL **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Celia Esposito-Noy, Ed.D.
PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534
ADDRESS

(707) 864-7299
TELEPHONE NUMBER

VICE PRESIDENT APPROVAL

August 25, 2017
**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

September 6, 2017
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

RESOLUTION CONDEMNING HATE AND VIOLENCE

RESOLUTION NO. 17/18 - 03

Whereas, Solano Community College District Board of Trustees stands with those who condemn the violence that occurred in Charlottesville, VA on August 12, 2017;

Whereas, Solano Community College Board of Trustees stands with those who are opposed to hate and violence and any extreme acts of protest which result in injury or death, including the death of Heather Heyer;

Whereas, as trustees of a public educational entity and as public servants, it is our obligation and responsibility to denounce acts of violence, as well as those entities which promote racism, bigotry, and prejudice, as there is no place for this ideology in our community;

Whereas, Solano Community College shall be a place where the free exchange of ideas is respected, encouraged, and shared;

Whereas, the protections of free speech extend to those views deemed offensive and the views of those who condemn such speech;

WHEREAS, the Student Equity Plan of Solano Community College District [SCCD] defines equity as that condition where “all students enjoy the same right and access to education,” with “the overarching equity goal” of providing “a teaching and learning environment that is welcoming, supportive and accessible to all participants, regardless of ethnicity, culture, nationality, language, disability, gender, sexual orientation, or religion and to ensure that all students have an equal opportunity for academic success”; and,

Whereas, Solano Community College condemns any group or organization which relies on racism, fear, and violence as tools for advancing their cause:

THEREFORE, BE IT RESOLVED that the Solano Community College District Board of Trustees stands with those who condemn the violence that occurred in Charlottesville, VA and opposes racist, intolerable views that impede a safe environment where teaching and learning can occur for all; and,

BE IT FURTHER RESOLVED that the Solano Community College District Board of Trustees reaffirm its on-going commitment to the preservation of a safe learning environment which serves equitably all its students regardless of gender identification, sexual orientation, nationality, immigration status, ethnicity and/or faith as a precondition to the free exchange of ideas and academic freedom.

ROSEMARY THURSTON, BOARD PRESIDENT

CELIA ESPOSITO-NOY, ED.D., SECRETARY

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

TO: Members of the Governing Board

SUBJECT: CONTRACT CHANGE ORDER #4 TO BELL PRODUCTS, INC. FOR THE VALLEJO CENTER HVAC UPGRADE PROJECT

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for Change Order #4 to the contract with Bell Products, Inc. for the Vallejo Center HVAC Replacement Project. On April 19, 2017, the Board approved a contract to Bell Products, Inc. for the Vallejo Center HVAC Replacement Project. Construction for this project began on May 30, 2017. The Board subsequently approved three Change Orders to the contract

During the course of construction a number of unforeseen conditions were encountered and

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$22,222 Measure Q Funds</i>
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SUPERINTENDENT'S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Lucky Lofton
 Executive Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road
 Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Vice President, Finance and Administration
VICE PRESIDENT APPROVAL

August 25, 2017
**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**

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

August 25, 2017
**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT CHANGE ORDER #04 TO BELL PRODUCTS,
INC. FOR THE VALLEJO CENTER HVAC UPGRADE
PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

clarifications to the drawings were made which required additional work. This work was not part of the original contract with Bell Products, Inc., necessitating a change order for the following items:

- RFI 47 – Credit for 14 electrical disconnects at the roof top units.
- DSA Plan Check Revisions – Premium time differential for select Saturday work on 7/22/17 to meet date for equipment start-up.
- RFI 40 – Relocate 10 floor/roof penetrations for piping due to conflicts with steel beams.
- RFI 38/45 – Insulate condensate piping and drains where not indicated on plans. Removal of existing Belimo actuator valve and associated insulation repair.
- RFI 17 – Duct modifications due to previous DSA revisions and duct demolition and modification at several locations in conflict with the plans.
- Furnish and install new ceiling tile at locations previously stained or damaged prior to construction at District’s direction.
- DSA Plan Check Revisions – Demo and add duct detectors at several locations.
- RFI 22 – Replace ceiling grid/tile due to reframing work required by DSA revisions.
- Technical review of existing cooling issues at Server Room; install sheet metal baffle.
- DSA Plan Check Revisions – Framing for 2 added fire/smoke dampers.
- RFI 38 – Complete insulation at new condensate piping/drains not indicated on the plans.
- RFI 48 – Additional work at boiler flue due to adding in-line exhaust fan to boiler stack.

This change order is within the previously approved budget for the project, with the change being funded by Measure Q/State funding.

\$1,800,000.00	Original Contract Sum
\$ 178,738.00	Previous Approved Change Orders
<u>\$ 22,222.00</u>	This Proposed Change Order
\$2,000,960.00	New Contract Sum Including This Change Order

The Board is asked to approve this Change Order #4 to Bell Products, Inc. in the amount of \$22,222.

The Change Order may be viewed online at: <http://www.solano.edu/measureq/planning.php>.



Change Order

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

Swinerton Management & Consulting

Change Order # 4
 Project No.: 17-009
 Date: 6-Sep-17

DSA File No.: 48-C1
 DSA App. No.: 02-115704

Project: Solano Community College District
 Vallejo Center
 HVAC Replacement Project

EDesignC, Inc.
 582 Market Street, Suite 400
 San Francisco, California 94104

To: Bell Products, Inc.
 722 Soscol Avenue
 Napa, California 94559-0396

The Contract is Changed as Follows:

CPE No.

14	Premium time difference for select work on Saturday, 7/22/17 - Work included completion of electrical, controls and flue work for start-up operations the week of 7/24/17. Saturday work required to maintain schedule impacted by earlier DSA plan revisions and flue changes.	\$3,497.00
15	RFI 47 - Credit for fourteen (14) electrical disconnects at roof top units. Units were supplied with factory disconnects.	(\$4,179.00)
16	RFI 40 - Relocate ten (10) floor/roof penetrations for refrigerant piping due to conflicts with existing steel beams.	\$1,925.00
18	RFI 38/45 - Furnish & install insulation at new condensate piping to match existing. Insulation not indicated on plans. Removal of existing unforeseen Belimo actuator valve and repair of pipe insulation at that location.	\$3,084.00
19	Furnish & install new ceiling tile to match existing at locations where existing tiles were damaged, stained or had holes for condensate drain piping that was relocated.	\$2,058.00
20	RFI 17 - Duct modifications required at RTU-12 due to previous DSA revisions. PCO also includes miscellaneous duct demolition and modification at several locations in conflict with the plans and the addition of a volume damper, shown as existing but not, at Room A232.	\$3,978.00

21	Demolition and addition of duct detectors at several locations due to both DSA revisions, as well as field conditions not indicated on the plans.	\$3,981.00
22	RFI 22 - Removal and replacement of acoustical ceiling grid and tile associated with the reframing work at RTUs 8 and 10. Additional framing work previously included in CO #2, but ceiling work was performed at a later date and not included in original PCO.	\$1,546.00
23	Provide technical review of the existing split system units in the main Server Room, as well as the installation of a sheet metal baffle to better separate the supply and return air grilles at one of the units per the District's request.	\$493.00
24	Provide labor and materials to frame in the two (2) Fire Smoke Dampers added by the previous DSA revisions.	\$1,124.00
25	RFI 38 - Furnish & install insulation at new condensate piping and drains not indicated on the plans. This work is in addition to that presented in PCO 18.	\$2,081.00
26	RFI 48 - Costs in addition to those previously approved in PCO 3 for the rework of the boiler flue assembly due to the addition of an in-line exhaust fan in the Mechanical Room.	\$2,634.00

TOTAL COST OF CHANGE ORDER	ADD	\$22,222.00
	Deduct	\$0
FINAL CHANGE ORDER AMOUNT		\$22,222.00

Original Contract Sum:	\$ 1,800,000.00
Total change By Previous Change Orders:	\$ 178,738.00
Contract Sum Prior to This Change Order:	\$ 1,978,738.00
Original Contract Sum will be Increased by This Change Order:	\$22,222.00
The New Contract Sum Including This Change Order Will Be:	\$ 2,000,960.00
The New Contract Completion Date Will Be:	4-Aug-17
Contract Time Will be Unchanged by This Change Order:	0 Days
The date of substantial completion as of the of this change order is	4-Aug-17

ARCHITECT:

EDesignC, Inc.
582 Market Street, Suite 400
San Francisco, California 94104

Date: _____

(Affix stamp here)

CONTRACTOR:

Bell Products, Inc.
722 Soscol Avenue
Napa, California 94559-0396

Date: _____

(Affix stamp here)

OWNER:

Lucky Lofton
Executive Bonds Manager
Solano Community College District

Date: _____

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

TO: **Members of the Governing Board**

SUBJECT: **CHANGE ORDER #1 (DEDUCTIVE) TO LVH
ENTERTAINMENT SYSTEMS FOR CONSTRUCTION
SERVICES FOR BUILDING 1200 PRODUCTION
DRAPERY AND LIGHTING PROJECT**

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for deductive Change Order #1 in the amount of (\$17,659.55) to LVH Entertainment Systems contract for the Building 1200 Production Drapery and Lighting Project. This project was funded by Measure Q and is now complete.

Attached is the proposed deductive Change Order for the full Owner’s Allowance and partial Permits/Printing Allowance not used during construction.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code:</i>	<i>Board Policy: 3225; 3520</i>	<i>Estimated Fiscal Impact: (\$17,659.55) Measure Q Funds</i>
------------------	---------------------------------	---

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

Lucky Lofton
Executive Bonds Manager

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Vice President, Finance & Administration

VICE PRESIDENT APPROVAL

August 25, 2017

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

August 25, 2017

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CHANGE ORDER #1 (DEDUCTIVE) TO LVH
ENTERTAINMENT SYSTEMS FOR CONSTRUCTION
SERVICES FOR BUILDING 1200 PRODUCTION
DRAPERY AND LIGHTING PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Following is a summary of the contract and impact of Change Order #1 if approved:

Original Contract Sum	\$ 399,000.00
Prior Change Orders	\$ 0.00
Change Order No. 01	<u>\$ (17,659.55)</u>
Revised Contract Amount	\$ 381,340.45

The Board is asked to approve deductive Change Order #1 to LVH Entertainments Systems in the amount of (\$17,659.55).

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

EXHIBIT A



Solano Community College District

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

Change Order # 1
Project No.:
Date: 9/6/2017

DSA File No. : N/A
DSA Number: N/A

Project: Building 1200 Production Drapery and Lighting
Project
4000 Suisun Valley Road
Fairfield CA 94534

To: LVH Entertainment Systems
1673 Donlon Street, Suite 204
Ventura, CA 93003

The Contract is Changed as Follows:

CPE #	Description	Amount	Days Added
01	Credit back for remaining Owner Allowance	\$ (17,659.55)	0
	TOTAL COST OF CHANGE ORDER	\$ (17,659.55)	

Original Contract Sum:	\$ 399,000.00
Total change By Previous Change Orders:	\$ -
Contract Sum Prior to This Change Order:	\$ 399,000.00
Original Contract Sum will be Increased by This Change Order:	\$ (17,659.55)
The New Contract Sum Including This Change Order Will Be:	\$ 381,340.45

The Original Contract Completion Date is:	8/31/2017
Contract Time Will be Changed by This Change Order:	0
The date of substantial completion as of the of this change order is:	8/31/2017

CONTRACTOR: _____
Kevin Rittner
Project Manager
LVH Entertainment Systems

Date: _____

OWNER: _____
Lucky Lofton
Executive Bonds Manager
Solano Community College District

Date: _____

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: CONTRACT CHANGE ORDER #13 TO BHM
CONSTRUCTION INC. FOR BUILDING 1200
PERFORMING ARTS RENOVATION (PHASE 1) PROJECT

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Board approval is requested for Change Order #13 to the contract with BHM Construction Inc. for the Building 1200 Performing Arts Renovation Project. On September 16, 2015 the Board approved a contract to BHM Construction for the Building 1200 Performing Arts Renovation Project. Construction for this project began on November 4, 2015 after receiving approval of funds from the State Chancellor’s Office.

During the course of construction a number of unforeseen conditions were encountered and clarifications to the drawings were made which required or will require additional work.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

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

Ed. Code: Board Policy: Estimated Fiscal Impact: \$55,126 Measure Q/State Funds

SUPERINTENDENT’S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Lucky Lofton
Executive Bonds Manager

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

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Vice President, Finance and Administration
VICE PRESIDENT APPROVAL

August 25, 2017

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT

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

August 25, 2017

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT CHANGE ORDER #13 TO BHM
CONSTRUCTION INC., FOR BUILDING 1200
PERFORMING ARTS RENOVATION (PHASE 1) PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

This work was not part of the original contract with BHM Construction, necessitating a change order for the following items:

- RFI 270- Add border to asphalt paving path on the west side of the building.
- ASI 37 - Relocate fire alarm devices due to conflict with marker boards.
- RFI 313 - Trim door bottoms due to moisture barrier added under finish flooring.
- ASI 44 - Added handrail at choral riser required by DSA.
- ASI 44 - Added ramp to choral riser required by DSA.
- ASI 51 - Added gate closer at 2nd level walkways required by OSHA.
- ASI 54 - Added backing plates for projectors requested by District.
- RFI 331 - Repair of existing damaged catwalk brace.
- ASI 61 - Add railing at front entry to improve pedestrian safety.
- RFI 355 - Add data connection to production rigging power supply.
- RFI 330 - Add monitoring to post indicator valve as required by code.
- ASI 62 - Add carpet under de-mountable seating.

This change order is within the previously approved budget for the project, with the change being funded by Measure Q/State funding.

\$13,697,024.00 Original Contract Sum
\$ 1,116,236.53 Previous Approved Change Orders
\$ 55,126.00 This Proposed Change Order
\$14,868,385.53 New Contract Sum Including This Change Order

The Board is asked to approve this Change Order #13 to BHM Construction Inc. in the amount of \$55,126.

The Change Order may be viewed online at: <http://www.solano.edu/measureq/planning.php>.



Change Order

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

Kitchell CEM

Change Order # 13
 Project No.: 14-014
 Date: 6-Sep-17

DSA File No.: 48-C1
 DSA App. No.: 02-113590

Project: Solano Community College District
 Building 1200 Fairfield Campus
 B1200 Theater Renovation

LPAS
 24822 Natomas Park Dr
 Sacramento, California 94558

To: BHM Contracting
 221 Gateway Rd W Suite 405
 Napa, California 94534

The Contract is Changed as Follows:

CPE No.

127	RFI 270 - Add border to asphalt paving path on the west side of the building.	\$3,177.00
131	ASI 37 - Relocate fire alarm devices due to conflict with marker boards.	\$6,674.00
155	RFI 313 - Trim door bottoms due to moisture barrier added under finish flooring.	\$4,022.00
156	ASI 44 - Added handrail at choral riser required by DSA.	\$2,172.00
161	ASI 44 - Added ramp to choral riser required by DSA.	\$855.00
173	ASI 51 - Added gate closer at 2nd level walkways required by OSHA.	\$2,678.00
175	ASI 54 - Added backing plates for projectors requested by District.	\$4,994.00
180	RFI 331 - Repair of existing damaged catwalk brace.	\$7,532.00
182	ASI 61 - Add railing at front entry to improve pedestrian safety.	\$5,819.00
184	RFI 355 - Add data connection to production rigging power supply.	\$3,949.00
185	RFI 330 - Add monitoring to post indicator valve as required by code.	\$10,594.00

186 ASI 62 - Add carpet under de-mountable seating.

\$2,660.00

TOTAL COST OF CHANGE ORDER

ADD	\$55,126.00
Deduct	\$0

FINAL CHANGE ORDER AMOUNT

\$55,126.00

Original Contract Sum:	\$ 13,697,024.00
Total change By Previous Change Orders:	\$ 1,116,235.53
Contract Sum Prior to This Change Order:	\$ 14,813,259.53
Original Contract Sum will be Increased by This Change Order:	\$55,126.00
The New Contract Sum Including This Change Order Will Be:	\$ 14,868,385.53
The New Contract Completion Date Will Be:	21-May-17
Contract Time Will be Unchanged by This Change Order:	0 Days
The date of substantial completion as of the of this change order is	21-May-17

ARCHITECT:

LPAS
2484 Natomas Park Drive, Suite 100
Sacramento, California 94534

Date: _____

(Affix stamp here)

CONTRACTOR:

BHM Construction Inc.
221 Gateway Road West, Suite 405
Napa, California 94558

Date: _____

(Affix stamp here)

OWNER:

Lucky Lofton
Executive Bond Manager
Solano Community College District

Date: _____

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT CHANGE ORDER #2 TO CLARK/SULLIVAN
 CONSTRUCTION FOR AUTOTECHNOLOGY PROJECT**

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for Change Order #2 to the contract with Clark/Sullivan Construction the Design Build Entity (DBE) for the Autotechnology Building Project. On October 7, 2015 the Board approved a contract to Clark/Sullivan Construction for the Autotechnology Building Project. On August 17, 2016, the Board approved no cost Change Order #1 to achieve contract consistency regarding the final completion date.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: No cost</i>
SUPERINTENDENT'S RECOMMENDATION:	<input checked="" type="checkbox"/> APPROVAL <input type="checkbox"/> NOT REQUIRED	<input type="checkbox"/> DISAPPROVAL <input type="checkbox"/> TABLE
Lucky Lofton Executive Bonds Manager		
PRESENTER'S NAME		
4000 Suisun Valley Road Fairfield, CA 94534		
ADDRESS		
(707) 863-7855		
TELEPHONE NUMBER		
Vice President, Finance and Administration		
VICE PRESIDENT APPROVAL		
August 25, 2017		
DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT		
		Celia Esposito-Noy, Ed.D. Superintendent-President
		August 25, 2017
		DATE APPROVED BY SUPERINTENDENT-PRESIDENT

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT CHANGE ORDER #2 TO CLARK/SULLIVAN
CONSTRUCTION FOR AUTOTECHNOLOGY PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

This change order includes language revisions to achieve contract consistency regarding the date Guarantee and Warranty period begins and to extend the final completion date. This change order is a zero cost change.

This Change Order is to replace Exhibit E Project Milestone Schedule with the attached new Exhibit E which reflects an extension of the Final Completion date to be October 13, 2017. The Contractor successfully achieved Substantial Completed August 4, per the contract requirement. Extending the final completion date from August 18, 2017 to October 13, 2017 will allow adequate time for completion of Punch List work and close out activities.

This Change Order further revises Sections 00 50 00, 3.18.1 and 3.19.1 as attached to acknowledge date of Substantial Completion to be start date of the two year Guarantee and Warranty period. This achieves consistency with other sections of the contract documents, in particular the Criteria Documents.

The Board is asked to approve a zero dollar change order to Clark/Sullivan Construction, which clarifies start of Guaranty and Warranty period to be date of Substantial Completion, and extends the final completion date to be October 13, 2017.

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



Change Order

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

Kitchell CEM

Change Order # 2
 Project No.: 15-011
 Date: 09/06/17

DSA File No.: 48-C1
 DSA App. No.: 02-114995

Project: Solano Community College District
 Vallejo Campus- 1687 North Ascot Parkway
 Autotechnology Building

To: Clark/Sullivan Construction
 2024 Opportunity Drive, Suite 150
 Roseville, CA 95678

The Contract is Changed as Follows:

CPE No.

n/a Exhibit E- Project Milestone Schedule amended September 6, 2017- Final Completion date October 13, 2017. \$0.00

n/a Amend Section 00 50 00, 3.18.1 and Section 3.19.1 to read as attached, starting the Guarantee and Warranty period at District's Certificate of Substantial Completion date. \$0.00

TOTAL COST OF CHANGE ORDER	ADD	\$0.00
	Deduct	
FINAL CHANGE ORDER AMOUNT	\$	-

Original Contract Sum:	\$ 19,034,000.00
Total change By Previous Change Orders:	\$ -
Contract Sum Prior to This Change Order:	\$ 19,034,000.00
Original Contract Sum will be Increased by This Change Order:	\$ -
The New Contract Sum Including This Change Order Will Be:	\$ 19,034,000.00
The New Contract Completion Date (Substantial Completion) Will Be:	4-Aug-17
Contract Time Will be Unchanged by This Change Order:	0 Days
The date of substantial completion as of the of this change order is	4-Aug-17

Note that final completion date extended to be October 13, 2017.

(Affix stamp here)

CONTRACTOR: _____ Date: _____
 Clark/ Sullivan Construction

(Affix stamp here)

OWNER: _____ Date: _____
 Lucky Lofton
 Executive Bonds Manager
 Solano Community College District

delayed or threatened by delay, by any actual, or potential labor dispute, the subcontractor shall immediately notify the next higher tier subcontractor or Design/Builder, as the case may be, of all relevant information concerning the dispute.

3.18 Guarantee.

3.18.1 The Design/Builder unconditionally guarantees the building systems and equipment, including but not limited to the fire and life safety systems and equipment, were installed and will work in accordance with the requirements of the Contract Documents, and will remain free of defects in workmanship and materials for a period of two (2) years from the date of Substantial Completion. For such equipment or building components started in operation prior to Substantial Completion, the Design/Builder's guarantee shall, be in force for two (2) full years after Substantial Completion is declared by the District notwithstanding the components operation began prior to the District's declaration of Substantial Completion.

The Design/Builder shall repair or replace any and all guaranteed building systems and equipment, including but not limited to the specialty equipment, fire and life safety systems and equipment, together with any adjacent work that may have been damaged or displaced by the guaranteed systems or equipment, that may be defective in its workmanship or material or becomes inoperable within the guarantee period specified in the Contract Documents, without any expense whatsoever to the District; ordinary wear and tear excepted.

3.18.2 The Design/Builder further agrees, within seven (7) days after being notified in writing by the District, of any work not in accordance with the requirements of the Contract Documents or any defects in the Work, that the Design/Builder shall commence and execute, with due diligence, all work necessary to fulfill the terms of the guarantee. If the District finds that the Design/Builder fails to perform any of the work under the guarantee, the District will proceed to have the work completed at the Design/Builder's expense and the Design/Builder will pay costs of the work upon demand. The District will be entitled to all costs, including reasonable attorney's fees necessarily incurred upon the Design/Builder's refusal to pay the above costs.

3.18.3 Notwithstanding the foregoing subparagraph, in the event of an emergency constituting an immediate danger to health or safety of District employees, property, or invitees, the District may undertake, at the Design/Builder's expense and without prior notice, all work necessary to correct such hazardous condition(s) when it is caused by work of the Design/Builder not being in accordance with the requirements of the Contract Documents.

3.19 Warranty.

3.19.1 The Design/Builder warrants, for a period of two (2) years from the date of Substantial Completion, to the District that any and all materials, equipment and furnishings incorporated in the Work will be of good quality and new unless otherwise required or permitted by the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The foregoing warranty excludes improper operation, or normal wear and tear under normal usage under the control of the District.

3.20 Patents, Trademarks, and Copyrights.

Lionakis
1919 Nineteenth Street
Sacramento, California 95811
Phone: (916) 558-1900

**Autotechnology Building
New Construction – Design/Build Contract
SCCD Project No. 15-011
SOLANO COMMUNITY COLLEGE DISTRICT**

**EXHIBIT E – PROJECT MILESTONE SCHEDULE
Amended September 6, 2017**

The Project Milestone Schedule below identifies the major events for the Project. The Design/Builder confirms that the Contract Time and Milestones allow a reasonable period of time for completing the work under the Project.

Notice to Proceed with Design (NTP)	October 7, 2015
Completion of 100% Construction Documents	March 21, 2016
Start of Construction on site	August 22, 2016
Substantial Completion	August 4, 2017
Final Completion	October 13, 2017

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: MEASURE Q BOND PROJECT INITIATION –
LIBRARY/LEARNING RESOURCE CENTER PROJECT
(LIBRARY BUILDING 100 REPLACEMENT)

REQUESTED ACTION:

- Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Board approval is requested for initiation of the Library/Learning Resources Center Project on the Fairfield Campus. The purpose of the project is to consolidate library and tutoring functions to build a new Library/Learning Resources Center that enhances student access to a ‘high tech touch’ learning environment, replacing an aging facility that suffers from health and safety issues. The old 100 building and the old portable buildings will be demolished as a part of this project.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

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

Ed. Code:	Board Policy:	Estimated Fiscal Impact: N/A. Projects are part of the total Measure Q expenditure of \$348,000,000
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SUPERINTENDENT’S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Lucky Lofton
Executive Bonds Manager

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Vice President, Finance & Administration

VICE PRESIDENT APPROVAL

August 25, 2017

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

August 25, 2017

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: MEASURE Q BOND PROJECT INITIATION –
LIBRARY/LEARNING RESOURCE CENTER PROJECT
(LIBRARY BUILDING 100 REPLACEMENT)**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

The project will be partially funding with State funds:
\$21,800,000 Measure Q Funding
\$20,751,000 State Funding

State funding will be authorized in 3 phases, prescribing the project schedule:
Planning FY 17/18
Working Drawings 18/19
Construction FY 19/20

The Board is asked to approve the initiation of the Library/Learning Resources Center Project (Library Building 100 Replacement) as described in the attached Project Initiation Form.

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



**SOLANO CCD CAPITAL IMPROVEMENT PROGRAM
Project Initiation Form**

Campus:	<u>Fairfield</u>	Date:	<u>09/06/17</u>
Building Name(s):	<u>N/A</u>	Project No.:	<u>820110.000000</u>
Project Name:	<u>Library/Learning Resource Center (Building 100 Replacement)</u>		
Project Scope:	<u>Work done under this project will include design and construction of a new Library/Learning Resource Center to replace the B100 Library, demolition of old portable buildings and B100 Library, and site restoration of these areas. The project will include the following components: planning, surveys and technical studies, design, construction, demolition, furniture, fixtures and equipment, inspection and project/construction management.</u>		
Project Cost Estimate:	<u>\$ 42,551,000</u>	Building Square Footage:	<u>59,252</u>
Construction Cost Estimate:	<u>\$ 36,374,000</u>	Construction Cost/Sq. Ft.:	<u>\$614</u>
Funding Source(s):	<u>State (\$20,751,000) and Measure Q Bond (\$21,800,000) Funds</u>		
Design Consultant:	<u>TBD</u>		
Design Start Date:	<u>November 2017</u>		
Construction Start/End Schedule:	<u>July 2020 / October 2021</u>		
Delivery Method:	<u>Design Bid Build</u>		
Comments:	<u>State funding has been encumbered for the Planning phase for the project in FY 7/18; working drawings funding anticipated FY 18/19; construction funding anticipated FY 19/20.</u>		
KCEM Project Manager	<u>Pam Kinzie/Yason Yi</u>		
Submitted by:	<u>Pam Kinzie</u> Program Manager, Kitchell CEM		
PROJECT AUTHORIZATION			
	<u>Pam Kinzie</u> Program Manager Kitchell CEM		<u>Lucky Lofton</u> Executive Bonds Manager Solano Community College District

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: RATIFICATION OF CONTRACT TO ADVENT
ENGINEERING SERVICES, INC. FOR PROFESSIONAL
SERVICES FOR THE BIOTECHNOLOGY AND SCIENCE
BUILDING PROJECT

REQUESTED ACTION:

- Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Board approval is requested to ratify a professional services agreement executed August 16, 2017 to Advent Engineering services, Inc. to provide onsite acceptance testing for final installation and commissioning of the three large bioreactors for the Vacaville Biotechnology and Science Building Project.

It was determined that this additional expertise would be needed to finalize the installation and confirm District’s acceptance for these sophisticated pieces of equipment.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

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

Ed. Code: Board Policy: 3225; 3520 Estimated Fiscal Impact: \$14,400 Measure Q Funds

SUPERINTENDENT’S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Lucky Lofton
Executive Bonds Manager

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Vice President, Finance & Administration

VICE PRESIDENT APPROVAL

August 25, 2017

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

August 25, 2017

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: RATIFICATION OF CONTRACT TO ADVENT
ENGINEERING SERVICES, INC. FOR PROFESSIONAL
SERVICES FOR THE BIOTECHNOLOGY AND SCIENCE
BUILDING PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

This proposal for professional services was the sole proposal requested from this firm due to the very unique expertise in pharmaceutical manufacturing engineering of the firm and their previous work with and knowledge of the District Biotechnology Program.

Execution of this contract was needed in a timely manner in order to provide the appropriate expertise to finalize the installation and commissioning of the bioreactors, without causing delay.

The contract amount has been established to allow up to 96 hours of services. However, consultant will bill only actual hours required to perform the services.

The Board is asked to ratify this contract to Advent Engineering Services, Inc. in an amount not to exceed \$14,400.

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

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: RATIFICATION OF AGREEMENT WITH SAFETY-KLEEN FOR CONTAINERIZED WASTE SERVICES FOR AERONAUTICS DIVISION

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Board approval is requested to ratify a service agreement executed July 14, 2017 to Safety-Kleen for the cleaning of aeronautic parts three times a year.

Attached is the proposal for services.

STUDENT SUCCESS IMPACT:

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

Ed. Code: N/A Board Policy: 3225 Estimated Fiscal Impact: \$675

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Maire Morinec
Dean
Applied Technology, Business and Vacaville Center

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7155

TELEPHONE NUMBER

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

VICE PRESIDENT APPROVAL

August 25, 2017

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT

August 25, 2017

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT



Safety-Kleen Proposal Quotation

Friday, July 7, 2017

Brooks (Rusty) Mayes
Solano Community College
4000 Suisun Valley Road
Fairfield, CA 94534

Greetings Rusty,

For over 50 years Safety-Kleen has been the leader in our industry - in both geographic presence and breadth of environmental services.

I am pleased to offer you the following products and services, with the terms and pricing as indicated in Attachment "A".

This quotation shall replace any prior Safety-Kleen quotation, and is valid for 30 days from the date above.

Containerized Waste Services - Safety-Kleen provides an unsurpassed level of waste management services. With your guidance, we will customize a pick up schedule and waste management program that meets your specific needs. We take all the preparation, documentation, transportation and disposal worries out of your hands and into the hands of the Safety-Kleen service representative. Allowing us to manage your environmental waste management issues allows you greater time to focus on your business.

We appreciate the opportunity to present you with this proposal, and look forward to meeting your environmental needs and exceeding your service expectations.

Please contact me if you have any additional questions.

Sincerely,

Craig Carpenter

Safety-Kleen Systems, Inc. Account Manager



Safety-Kleen Proposal

Proposal Details

Friday, July 07, 2017

Solano Community College

Fairfield, CA

Attachment A

Qty	UOM	SK Part #	Service/Product Description	Charge
1	Each	905837	<u>Model 90.5 Parts Washer</u> 30 Gallon Parts Washer serviced every 12 Weeks	\$225.00

***Note: Materials subject to additional charges if the waste does not conform to the part number specification. Supplemental billing will be based on the actual materials packaged and received for disposal.

Quote is valid for 30 days.

Date: 7/14/2017
 Customer Name: Brooks Mayes Solano Community College Instructor
 Customer Title: Solano Community College instructor
 Customer Signature: Brooks Mayes

Please sign and returned accepted quote (all pages) via fax (916-386-4919) or e-mail (scan) to Craig.Carpenter@safety-kleen.com

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

TO: **Members of the Governing Board**

SUBJECT: **RATIFICATION OF CONTRACT TO YOCHA DEHE
WINTUN NATION FOR CULTURAL RESOURCES
MONITORING SERVICES FOR THE SCIENCE BUILDING
(PHASE I) PROJECT**

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested to ratify a professional services agreement to Yocha Dehe Wintun Nation to provide cultural resources monitoring services to meet California Environmental Quality Act (CEQA) requirements for the Initial Study/Mitigated Negative Declaration for the Fairfield Campus Science Building (Phase I) Project.

Because of the potential for undiscovered cultural resources within the project area, the CEQA requires monitoring of ground disturbing construction activities by a Tribal Cultural Monitor.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code:</i>	<i>Board Policy: 3225; 3520</i>	<i>Estimated Fiscal Impact: \$16,000 Measure Q</i>
SUPERINTENDENT'S RECOMMENDATION:		<input checked="" type="checkbox"/> APPROVAL <input type="checkbox"/> DISAPPROVAL <input type="checkbox"/> NOT REQUIRED <input type="checkbox"/> TABLE
Lucky Lofton Executive Bonds Manager <hr/> PRESENTER'S NAME		
4000 Suisun Valley Road Fairfield, CA 94534 <hr/> ADDRESS		<hr/> Celia Esposito-Noy, Ed.D. Superintendent-President
(707) 863-7855 <hr/> TELEPHONE NUMBER		
Vice President, Finance & Administration <hr/> VICE PRESIDENT APPROVAL		<hr/> August 25, 2017 DATE APPROVED BY SUPERINTENDENT-PRESIDENT
August 25, 2017 <hr/> DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT		

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

TO: Members of the Governing Board

**SUBJECT: RATIFICATION OF CONTRACT TO YOCHA DEHE
WINTUN NATION FOR CULTURAL RESOURCES
MONITORING SERVICES FOR THE SCIENCE BUILDING
(PHASE I) PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Yocha Dehe Wintun Nation can trace its historical ties to land in the Project Area, and is considered the Most Likely Descendent tribe. Execution of this contract was needed in a timely manner in order that the monitor could be on site for the start of construction.

The contract amount has been established to allow up to 160 hours of monitoring. However, consultant will bill only actual hours of monitoring required by construction ground disturbing activities.

The Board is asked to ratify this contract to Yocha Dehe Wintun Nation in an amount not to exceed \$16,000.

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

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: CONTRACT AWARD TO PAVEMENT ENGINEERING,
INC. FOR PROFESSIONAL SERVICES FOR THE
FAIRFIELD ROADWAY REPAIR PROJECT

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Board approval is requested for award of a contract to Pavement Engineering, Inc. for the Roadway Repair Project, repair of a segment of the Fairfield Campus internal road system east of Buildings 1200 and 1400. The scope of work includes design, construction documents and bid phase services.

A proposal was solicited from Pavement Engineering, Inc., the consultant the District selected through an RFQ process, who prepared the District's Pavement Assessment Study, dated July 2016. It was determined that Pavement Engineering, Inc.'s familiarity with the existing road

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: Update infrastructure that supports classrooms or related College facilities

Ed. Code: Board Policy:3225; 3520 Estimated Fiscal Impact: \$21,850 District Funds

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Myron Hord
Assistant Director of Facilities

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7260

TELEPHONE NUMBER

Vice President, Finance & Administration

VICE PRESIDENT APPROVAL

August 25, 2017

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

August 25, 2017

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD PAVEMENT ENGINEERING, INC.
FOR PROFESSIONAL SERVICES FOR THE FAIRFIELD
ROADWAY REPAIR PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

conditions and the District's standards would allow Pavement Engineering, Inc. to provide the design services in the most efficient, timely, and cost effective approach.

The proposal was reviewed by our program team, and proposed pricing was determined to be fair and appropriate to the scope of work of the project.

The Board is asked to approve a professional service contract to Pavement Engineering, Inc. in the amount of \$21,850.

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

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

TO: **Members of the Governing Board**

SUBJECT: **CLINICAL EXPERIENCE AGREEMENT BETWEEN
SOLANO COMMUNITY COLLEGE DISTRICT AND
SOLANO HEMATOLOGY-ONCOLOGY, VALLEJO, CA
(RENEWAL)**

REQUESTED ACTION:

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

SUMMARY

A renewal clinical experience agreement between Solano Community College District and Solano Hematology-Oncology, 100 Hospital Drive, Suite 110, Vallejo, CA 94589, is being presented for review and approval by the Governing Board. The approval of this agreement benefits the nursing program at Solano Community College by providing students with an ambulatory care facility in which to practice. The CCR for the Board of Registered Nursing, Section 1427 requires “A program that utilizes agencies and/or facilities for clinical experience shall maintain written agreements with such facilities.” These agreements must be current, reviewed periodically, and revised, as indicated. A copy of the Agreement will be available in the Office of the Superintendent/President, in the Office of the Dean of the School of Health Sciences, and in the offices of Solano Hematology-Oncology, 100 Hospital Drive, Suite 110, Vallejo, CA 94589.

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code: CCR 1427</i>	<i>Board Policy: 3520</i>	<i>Estimated Fiscal Impact: NONE</i>
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SUPERINTENDENT’S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

PRESENTER’S NAME
Robert J. Gabriel, Ph.D., Dean, School of Health Sciences
4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS
707-864-7108

TELEPHONE NUMBER

David Williams, Ph.D.

VICE PRESIDENT APPROVAL

August 25, 2017

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

August 25, 2017

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

CLINICAL EXPERIENCE AGREEMENT

This Agreement is between Solano Hematology Oncology, Inc. (hereinafter known as *HEALTH CENTER*) located at 100 Hospital Drive, Suite 110, Vallejo, CA 94589 and **Solano Community College** (hereinafter known as *SCHOOL*) and located at **4000 Suisun Valley Road, Suisun, California 94534-3197** and is effective as of September 20, 2017.

RECITALS

- A. *HEALTH CENTER* owns and operates an ambulatory care center which specializes in the treatment of cancer and blood-related diseases (hereinafter referred to as "Facility").
- B. *SCHOOL* owns and operates an **Associate Degree Nursing Program** which is accredited by the **California Board of Registered Nursing**. *SCHOOL* desires its students to obtain practical experience at *HEALTH CENTER*'s Facility through participation in a clinical program for its **Registered Nursing** students ("Program").
- C. It is to the mutual benefit of the parties to this Agreement that the students of *SCHOOL*'s Program use such Facility for their clinical experience.

Now, therefore, the parties agree as follows:

1. GENERAL INFORMATION

- A. Both parties before the beginning of the training shall agree upon the period of time for each student's clinical experience.
- B. The maximum number of students to receive training shall be mutually agreed upon by the parties at least 30 days prior to beginning of training based upon the availability of space and other considerations.

2. SCHOOL'S RESPONSIBILITIES

- A. Student Profile. *SCHOOL* shall complete and send to *HEALTH CENTER* a profile for each student enrolled in the Program which shall include the student's name, address and telephone number prior to the beginning of the planned clinical experience
- B. Schedule of Assignments. *SCHOOL* shall notify the *HEALTH CENTER* of its planned schedule of student assignments, including the name of the student, level of academic preparation and length and dates of clinical experience prior to the planned clinical experience.

- C. Program Coordinator. *SCHOOL* shall designate a faculty member to coordinate with a designee of *HEALTH CENTER* in the planning of the Program to be provided students.
- D. Records. *SCHOOL* shall maintain all personnel and academic records of the students.
- E. Rules and Regulations. *SCHOOL* shall enforce rules and regulations governing the students that are mutually agreed upon by *SCHOOL* and *HEALTH CENTER*.
- F. Supervision. *SCHOOL* shall supervise all instruction and clinical experiences for students given at the *HEALTH CENTER*.
- G. Health Policy. *SCHOOL* shall provide *HEALTH CENTER*, prior to a student's arrival at the *HEALTH CENTER*, with proof of immunity consistent with *HEALTH CENTER* employee health policy and notify the *HEALTH CENTER* if student is a known carrier of an infectious or communicable disease. If such information indicates that patients of *HEALTH CENTER* would be placed at risk if treated by a particular student, *HEALTH CENTER* reserves the right to refuse to allow such student to participate in the clinical experience at *HEALTH CENTER*.
- H. Student Responsibilities. *SCHOOL* shall notify the students that they are responsible for:
- 1) Following the clinical and administrative policies, procedures, rules and regulations of *HEALTH CENTER*.
 - 2) Arranging for their own transportation and living arrangements when not provided by *SCHOOL*.
 - 3) Arranging for and assuming the cost of their own health insurance.
 - 4) Assuming responsibility for their personal illness, necessary immunizations, tuberculin test, and annual health examination.
 - 5) Maintaining confidentiality of patient information. No student shall have access to or have the right to receive any medical record, except when necessary in the regular course of the clinical experience. The discussion, transmission or narration in any form by students of any patient information of a personal nature, medical or otherwise, obtained in the regular course of the Program is forbidden except as a necessary part of the practical experience.

- 6) Following dress code of the *HEALTH CENTER* and wearing name badges identifying themselves as students.
 - 7) Attending an orientation of *HEALTH CENTER* facilities provided by their instructors. Precepted students shall receive an orientation from the *HEALTH CENTER*.
 - 8) Providing services to the *HEALTH CENTER*'s patients under the direct supervision of a faculty provided by *SCHOOL* or *HEALTH CENTER*-provided preceptors.
- I. Payroll Taxes and Withholdings. *SCHOOL* shall be solely responsible for any payroll taxes, withholdings, workers' compensation and any other insurance or benefits of any kind for students, employees, and agents of *SCHOOL* providing services under this Agreement. *SCHOOL* shall defend, indemnify, and hold *HEALTH CENTER* harmless from all liability and responsibilities therefore.

3. HEALTH CENTER'S RESPONSIBILITIES

- A. Clinical Experience. *HEALTH CENTER* shall accept from *SCHOOL* the mutually agreed upon number of students enrolled in the aforementioned Program and shall provide said students with supervised clinical experience.
- B. HEALTH CENTER Designee. *HEALTH CENTER* shall designate a member of *HEALTH CENTER*'s staff to participate with the designee of *SCHOOL* in planning, implementing and coordinating the training Program.
- C. Access to Facilities. *HEALTH CENTER* shall permit students enrolled in the Program access to *HEALTH CENTER* Facilities as appropriate and necessary for their Program, provided that the presence of the students shall not interfere with the activities of *HEALTH CENTER*. Facilities includes space for clinical conferences and access to *HEALTH CENTER*'s Medical Library (if available).
- D. Withdrawal of Students. *HEALTH CENTER* may request *SCHOOL* to withdraw from the Program any student who *HEALTH CENTER* determines is not performing satisfactorily, or who refuses to follow *HEALTH CENTER*'s administrative policies, procedures, rules and regulation. Such request must be in writing and must include a statement as to the reason or reasons why *HEALTH CENTER* desires to have the student withdrawn. Said request shall be complied with within five (5) days of receipt of same. *HEALTH CENTER* reserves the right to suspend from participation

immediately any student who poses an imminent danger of harm to patients or others.

- E. Emergency Health Care/First Aid. *HEALTH CENTER* shall, on any day when student is receiving training at its Facilities, provide to students necessary emergency health care or first aid for accidents occurring in its Facilities. Except as provided regarding such emergencies, *HEALTH CENTER* shall have no obligation to furnish medical or surgical care to any student. Students will be financially responsible for all such care rendered in the same manner as any other patient.
- F. Student shall perform in a training capacity only and shall not be utilized to treat patients in lieu of trained professionals employed by the *HEALTH CENTER*.
- G. Supervision. In situations of single preceptorships/internships, *HEALTH CENTER* shall assume daily supervision of student.

4. AFFIRMATIVE ACTION AND NON-DISCRIMINATION

The parties agree that all students receiving clinical training pursuant to the Agreement shall be selected without discrimination on account of race, color, religion, national origin, ancestry, disability, marital status, gender, sexual orientation, age, or veteran status.

5. STATUS OF SCHOOL AND HEALTH CENTER

It is expressly agreed and understood by *SCHOOL* and *HEALTH CENTER* that students under this Program are in attendance for educational purposes, and such students are not considered employees of *HEALTH CENTER* for any purpose, including, but not limited to, compensation for services, employee welfare and pension benefits, or workers' compensation insurance

6. INDEMNIFICATION

- A. *SCHOOL* agrees to indemnify, defend and hold harmless, *HEALTH CENTER* and its affiliates, its directors, trustees, officers, agents, and employees from and against all claims, demands, damages, costs, expenses of whatever nature, including court costs and attorney fees arising out of or resulting from negligent or intentional acts or omissions of the *SCHOOL*, its officers, employees, agents or its students.
- B. *HEALTH CENTER* agrees to indemnify, defend and hold harmless *SCHOOL*, its officers, agents, employees from and against any and all claims, demands, damages, costs, expenses of whatever nature, including court costs and attorney fees arising out of or resulting from negligent or

intentional acts or omissions of the *HEALTH CENTER*, its agents or its employees.

7. INSURANCE

- A. The *SCHOOL* shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts that are reasonably necessary to protect it and *HEALTH CENTER* against liability arising from or incident to the use and operation of the *HEALTH CENTER* by the *SCHOOL*'s students and naming *HEALTH CENTER* as an additional insured.
- B. Coverage under such insurance shall be not less than One Million Dollars (\$1,000,000) for each occurrence and Three Million Dollars (\$3,000,000) aggregate for each professional liability insurance and comprehensive general liability insurance.
- C. The *SCHOOL* shall also maintain and provide evidence of workers' compensation and disability coverage as required by law.
- D. The *SCHOOL* shall provide *HEALTH CENTER* with a certificate of insurance evidencing the insurance coverage required under this section and providing for not less than thirty (30) days written notice to the *HEALTH CENTER* of the cancellation of such insurance. The *SCHOOL* shall promptly notify the *HEALTH CENTER* of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

8. TERM AND TERMINATION

- A. Term. This Agreement shall be effective as of the date first written above, and shall remain in effect for three (3) years thereafter .
- B. Renewal. This Agreement may be renewed for subsequent three (3) year terms, by either party giving the other at least 30 days prior written notice of their desire to renew, and the other party's agreeing to such a renewal prior to the expiration of the then current term of the Agreement.
- C. Termination.
 - 1) Mutual Agreement. This Agreement may be terminated at any time upon the written concurrence of the parties.
 - 2) Without Cause. This Agreement may be terminated without cause with 30 days prior written notice by either party. Such termination shall not take effect, however, with regard to students already enrolled until such time as

those students have completed their training for the school semester during which such termination notice is given.

9. GENERAL PROVISIONS

- A. Amendments. This Agreement may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall become effective, it shall be reduced to writing and signed by the parties. Notwithstanding the foregoing, should any provision of this Agreement be in conflict with a governing State or federal law, it shall be deemed amended accordingly.
- B. Assignment. Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignment in violation of this Section shall be null and void.
- C. Attorney's Fees. In the event that any action, including arbitration, is brought by either party to enforce or interpret the terms of this Agreement, the prevailing party in such action shall be entitled to its costs and reasonable attorney's fees, in addition to such other relief as the court or arbitrator may deem appropriate.
- D. Captions. Any captions to or headings of the articles, sections, subsections, paragraphs, or subparagraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of validity of this Agreement or any provision hereof.
- E. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.
- F. Entire Agreement. This Agreement, including all Attachments, is the entire Agreement between the parties and no other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.
- G. Force Majeure. Neither party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service or employment deemed resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, strikes or other work interruptions beyond the reasonable control of either party. However, both parties shall make good faith efforts to perform under this Agreement in the even of any such circumstances.

- H. Governing Law. The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.
- I. Notices. Notices required under this Agreement shall be sent to the parties by certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below:

1. Notice to the *HEALTH CENTER*:

Dr. Chainarong Limvarapuss
President
Solano Hematology Oncology, Inc.
100 Hospital Drive, Suite 110
Vallejo, CA 94589

Telephone: (707) 551-3300
Fax: (707) 551-3301

2. Notice to the *SCHOOL*

Robert Gabriel, PH.D., M.B.A., P.T., Dean
Solano Community College
4000 Suisun Valley Road
Suisun, California 94585-3197

Telephone (707) 864-7208
FAX (707) 646-2062

- J. Remedies. The various rights, options, elections, powers, and remedies of the respective parties hereto contained in, granted, or reserved by this Agreement, are in addition to any others that said parties may be entitled to by law, shall be construed as cumulative, and no one of them is exclusive of any of the others, or of any right or priority allowed by law.
- K. Severability. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any

reason, the remainder of this Agreement shall be effective and binding upon the parties.

- L. Waiver of Provisions. Any waiver of any terms and conditions hereof must be in writing and signed by the parties hereto. A waiver of any term or condition hereof shall not be construed as a future waiver of the same or any other term or condition hereof.

- M. Compliance with Law and Regulatory Agencies. *HEALTH CENTER* and *SCHOOL* shall comply with all applicable provisions of law and other valid rules and regulations of all governmental agencies having jurisdiction over: (i) the operation of the *HEALTH CENTER*; (ii) the licensing of health care practitioners; and (iii) the delivery of services to patients of governmentally regulated third party payers whose members/beneficiaries receive care from *HEALTH CENTER*. This shall specifically include compliance with applicable provisions of Title 22 of the California Code of Regulations. *SCHOOL* shall also comply with all applicable standards and recommendations of the Joint Commission on Accreditation of Healthcare Organizations, bylaws and rules and regulations, and policies and procedures of *HEALTH CENTER*, its Medical Staff and Medical Staff departments.

10. EXECUTION

By their signatures below, each of the following represent that they have authority to execute this Agreement and to bind the party on whose behalf their execution is made.

HEALTH CENTER

SCHOOL

Solano Hematology Oncology, Inc.

Solano Community College

By:

By:

Title: President

Celia Esposito-Noy, Ed.D.

Title: Superintendent-President

Date:

Date:

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

TO: Members of the Governing Board

SUBJECT: SUBCONTRACT WITH CAL ASIAN CHAMBER OF
COMMERCE TO DELIVER CONTRACT
DIVERSIFICATION PROJECT

REQUESTED ACTION:

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

SUMMARY:

The item is to approve an independent contractor agreement with the Cal Asian Chamber of Commerce to deliver a Contract Diversification Project as a subcontractor under the Department of Defense (DoD) Office of Economic Adjustment (OEA) grant titled “California Advanced Supply Chain Analysis and Diversification Effort (CASCADE).” As a subcontractor on the CASCADE grant, the Cal Asian Chamber will be handling the intake, delivery of technical assistance, and bid matching services to DoD supply chain businesses seeking to diversify into non-defense contracting opportunities. The amount of the subcontract is \$46,700 and the term of the agreement is September 7, 2017 to May 31, 2019.

Attached is a copy of the independent contractor agreement.

STUDENT SUCCESS IMPACT:

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

Ed. Code: 81655 Board Policy: 3520 Estimated Fiscal Impact: \$46,700 expense covered by federal grant

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

Charles Eason, Small Business Sector Navigator

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

ADDRESS

(707) 863-7846

TELEPHONE NUMBER
David Williams, Ph.D.

Vice President, Academic Affairs

VICE PRESIDENT APPROVAL

August 25, 2017

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

August 25, 2017

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**INDEPENDENT CONTRACTOR AGREEMENT
CONTRACT DIVERSIFICATION PROGRAM FOR DOD OEA CASCADE GRANT**

This Independent Contractor Agreement ("Agreement") is made and entered into as of the 7th day of September, 2017 by and between the Solano Community College District, ("District") and CalAsian Pacific Chamber of Commerce ("Contractor"), (together, "Parties").

WHEREAS, The Governor's Office of Business and Economic Development (GO-Biz) and Governor's Office of Planning and Research (OPR) was awarded grant funds from the Department of Defense Office of Economic Adjustment (OEA) for the California Advanced Supply Chain Analysis and Diversification Effort (CASCADE) project to develop a comprehensive set of programs designed to bolster defense supply chain resilience, and Solano Community College District entered into agreement #OPR17106 with the California Office of Planning and Research (OPR) as a subrecipient on the Project.

WHEREAS, Solano Community College District has the right to enter into agreements with outside entities for various services with the approval of its Board of Trustees; and

NOW, THEREFORE, the Parties agree as follows:

1. **Scope of Work.** The Contractor shall provide Contract Diversification Program services as further described in the Scope of Work **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services").
2. **Term.** Contractor shall commence providing services under this Agreement on September 7, 2017 and will diligently perform as required and complete performance by May 31, 2019, unless this Agreement is terminated and/or otherwise cancelled prior to that time.
3. **Submittal of Documents.** The Contractor shall not commence the Services under this Agreement until the Contractor has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

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

4. **Compensation.** District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Forty-Six Thousand Dollars, Seven Hundred Dollars, and Zero Cents (\$46,700.00). District shall pay Contractor according to the following terms and conditions:

- 4.1. Payment for the Work shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after the Contractor submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made. Invoice shall include timesheets documenting time and effort as required by

the pass through requirement of the federal DOD OEA grant to subcontractors.

5. **Expenses.** District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District, except as follows:

- 5.1. Not applicable.

6. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that it

Independent Contractor Agreement (Construction Related)

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

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

- 7.1. Not applicable.

8. **Performance of Services.**

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

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

- 8.2. **Meetings.** Contractor and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Contractor's performance of Services.
 - 8.3. **District Approval.** The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
 - 8.4. **New Project Approval.** Contractor and District recognize that Contractor's Services may include working on various projects for District. Contractor shall obtain the approval of District prior to the commencement of a new project.

9. **Originality of Services.** Except as to standard generic details, Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for,

written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such services.

10. **Copyright/Trademark/Patent.** Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
11. **Audit.** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.
12. **Termination.**
 - 12.1. **For Convenience by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.
 - 12.2. **For Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - 12.2.1. material violation of this Agreement by the Contractor; or
 - 12.2.2. any act by Contractor exposing the District to liability to others for personal injury or property damage; or
 - 12.2.3. Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall

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

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

14. **Insurance.**

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

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

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

14.1.2. **Workers' Compensation and Employers' Liability Insurance.**

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

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

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

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

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

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

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

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

16. **Compliance with Laws.** Contractor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local

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

17. **Certificates/Permits/Licenses.** Contractor and all Contractor's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.
18. **Employment with Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
19. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Contractor agrees to require like compliance by all of its subcontractor(s).
20. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
21. **District's Evaluation of Contractor and Contractor's Employees and/or Subcontractors.** The District may evaluate the Contractor in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
 - 21.1. Requesting that District employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance.
 - 21.2. Announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).
22. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential,

indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

23. **Confidentiality.** The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Contractor understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

24. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District:

Solano Community College District

4000 Suisun Valley Rd., Room 151

Fairfield, California 94534

ATTN: Charles Eason

Contractor:

Cal Asian Chamber of Commerce

2331 Alhambra Blvd. Suite 100

Sacramento, CA 95817

ATTN: Pat Fong Kushida

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

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

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

27. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

28. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

29. **Provisions Required By Law Deemed Inserted.** Each and every provision of

law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.

- 30. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
- 31. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
- 32. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
- 33. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
- 34. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.
- 35. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 36. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

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

Dated: _____, 20__

Dated: 8 / 23, 2017

Solano Community College District

CalAsian Chamber of Commerce

By: _____

By: Pat Fong Kushida

Print Name: Dr. Celia Esposito-Noy

Print Name: Pat Fong Kushida

Print Title: Superintendent/President

Print Title: President & CEO

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

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

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

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

Date: _____

Name of Contractor: _____

Signature: _____

Print Name and Title: _____

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

EXHIBIT A
SCOPE OF WORK

Deliver online training, technical assistance and bid matching services to businesses participating in the Contract Diversification Program (Project 12 of CASCADE Grant Scope of Work). This will include conducting intake of businesses participating in the Contract Diversification Program, providing access to the nine online Contract Readiness Modules hosted by Coastline Community College, providing businesses access to technical assistance (one-on-one counseling) to assist them with diversifying into other defense related contracting opportunities or non-defense contracting opportunities, and providing access to a bid matching services. For the technical assistance component, the Cal Asian Chamber will develop MOUs with Small Business Development Centers (SBDCs), Procurement Technical Assistance Centers (PTACs), or other technical assistance providers across the state that have the capability to deliver contract diversification assistance for delivery of the technical assistance (one-on-one counseling) to businesses participating in the Contract Diversification Program. If a technical assistance provider is not available in certain geographic regions, the Cal Asian Chamber can choose to provide the technical assistance through its own in-house capabilities.

Deliverable: Up to 100 businesses are provided access to the online Contract Readiness Modules which were developed with funding from the Chancellor’s Office and are hosted by Coastline Community College plus access to technical assistance (one-on-one counseling) to assist them with diversifying into other defense related contracting opportunities or non-defense contracting opportunities, and access to a bid matching services.

Project Schedule:

- Identify bid matching service to incorporate into the program by October 2017.
- Set up MOUs with SBDC and PTACs in all ten regions of the state by November 2017.
- Provide intake services to businesses participating in the Contract Diversification Program ongoing as they enter the program.
- After completing the online training modules, the businesses participating are referred to technical assistance providers (SBDCs and PTACs) for one-on-one counseling and provided access to bid matching service.

NTE Budget:	Intake	\$3,200	(100 businesses @ \$32/Business)	
	Technical Assistance	\$35,000	(100 businesses @7 hrs @ \$50/hr)	100
	Bid Matching Services	\$8,500	(100 businesses @ \$85/business)	
		Total	\$46,700	

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

TO: **Members of the Governing Board**

SUBJECT: **REPRESENTATION ON SOLANO ADULT EDUCATION
BLOCK CONSORTIUM**

REQUESTED ACTION:

- | | |
|--|---|
| <input type="checkbox"/> Information OR
<input type="checkbox"/> Consent OR | <input checked="" type="checkbox"/> Approval
<input checked="" type="checkbox"/> Non-Consent |
|--|---|

SUMMARY:

The Adult Education Block Consortium set the framework for the new dedicated funding stream for adult education beginning in 2015-16. It is required that the governing board of each member district formally designate the district's representative to the Consortium.

It is recommended that the Governing Board designate Sandy Lamba, Dean of Social and Behavioral Sciences, to represent Solano Community College District on the Solano Adult Education Block Grant Consortium.

STUDENT SUCCESS IMPACT:

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

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

David Williams, Ph.D.
Vice President, Academic Affairs

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7117

TELEPHONE NUMBER

David Williams, Ph.D.
VICE PRESIDENT APPROVAL

August 25, 2017
**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

August 25, 2017
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: **Members of the Governing Board**
SUBJECT: **PROPOSED 2017-2018 DISTRICT BUDGETS**

REQUESTED ACTION:

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

SUMMARY:

Joanne Schultz, Ed.D. of Finance and Administration, will present for information the District's 2017-2018 budgets. The public hearing and adoption of these official 2017-2018 budgets is scheduled for the Board Meeting on Wednesday, September 20, 2017, as follows:

Solano Community College
Denise Honeychurch Board Room, Room 626
4000 Suisun Valley Road
Fairfield, CA 94534

The proposed 2017-2018 District Budgets may be viewed on the Finance and Administration Website at http://www.solano.edu/finance_admin/district_budget.php.

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code:</i> N/A	<i>Board Policy:</i> 3000,3005	<i>Estimated Fiscal Impact:</i> N/A
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SUPERINTENDENT'S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Joanne Schultz, Ed.D.
Finance & Administration

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7209

TELEPHONE NUMBER

Finance & Administration

VICE PRESIDENT APPROVAL

August 25, 2017

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

August 25, 2017

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

CALIFORNIA COMMUNITY COLLEGES
CHANCELLOR'S OFFICE

Quarterly Financial Status Report, CCFS-311Q
CERTIFY QUARTERLY DATA

District: (280) SOLANO

CHANGE THE PERIOD

Fiscal Year: 2016-2017

Quarter Ended: (Q4) Jun 30, 2017

Your Quarterly Data is Certified for this quarter.

Chief Business Officer

CBO Name: Adil Ahmed

CBO Phone: 707-864-7184

CBO Signature: *Adil*

Date Signed: 08/14/17

Chief Executive Officer Name: Celia Esposito-Noy

CEO Signature: *Celia Esposito-Noy*

Date Signed: 8-14-17

Electronic Cert Date: 08/14/2017

District Contact Person

Name: Adil Ahmed

Title: Director Of Fiscal Services

Telephone: 707-864-7184

Fax: 707-646-2056

E-Mail: adil.ahmed@solano.edu

California Community Colleges, Chancellor's Office
Fiscal Services Unit
1102 Q Street, Suite 4550
Sacramento, California 95811

Send questions to:
Christine Atalig (916)327-5772 atalig@cccco.edu or Tracy Britten (916)324-9794 tbritten@cccco.edu
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**CALIFORNIA COMMUNITY COLLEGES
CHANCELLOR'S OFFICE**

**Quarterly Financial Status Report, CCFS-311Q
VIEW QUARTERLY DATA**

District: (280) SOLANO

CHANGE THE PERIOD

Fiscal Year: 2016-2017

Quarter Ended: (Q4) Jun 30, 2017

As of June 30 for the fiscal year specified			
Actual 2013-14	Actual 2014-15	Actual 2015-16	Projected 2016-2017

I. Unrestricted General Fund Revenue, Expenditure and Fund Balance:

Line	Description	Actual 2013-14	Actual 2014-15	Actual 2015-16	Projected 2016-2017
A.	Revenues:				
A.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	46,082,630	47,582,380	56,343,972	52,705,689
A.2	Other Financing Sources (Object 8900)	64,672	5,998	0	0
A.3	Total Unrestricted Revenue (A.1 + A.2)	46,147,302	47,588,378	56,343,972	52,705,689
B.	Expenditures:				
B.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	47,107,405	48,481,601	48,727,219	50,447,290
B.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	381,344	291,246	24,972	0
B.3	Total Unrestricted Expenditures (B.1 + B.2)	47,488,749	48,772,847	48,752,191	50,447,290
C.	Revenues Over(Under) Expenditures (A.3 - B.3)	-1,341,447	-1,184,469	7,591,781	2,258,399
D.	Fund Balance, Beginning	6,214,519	4,319,857	3,178,227	10,769,973
D.1	Prior Year Adjustments + (-)	-553,215	42,839	-35	0
D.2	Adjusted Fund Balance, Beginning (D + D.1)	5,661,304	4,362,696	3,178,192	10,769,973
E.	Fund Balance, Ending (C. + D.2)	4,319,857	3,178,227	10,769,973	13,028,372
F.1	Percentage of GF Fund Balance to GF Expenditures (E. / B.3)	9.1%	6.5%	22.1%	25.8%

II. Annualized Attendance FTES:

G.1	Annualized FTES (excluding apprentice and non-resident)	8,196	6,916	8,576	7,232
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III. Total General Fund Cash Balance (Unrestricted and Restricted)

As of the specified quarter ended for each fiscal year			
2013-14	2014-15	2015-16	2016-2017

H.1	Cash, excluding borrowed funds		3,513,663	13,985,602	20,888,955
H.2	Cash, borrowed funds only		0	0	0
H.3	Total Cash (H.1 + H.2)	1,668,022	3,513,663	13,985,602	20,888,955

IV. Unrestricted General Fund Revenue, Expenditure and Fund Balance:

Line	Description	Adopted Budget (Col. 1)	Annual Current Budget (Col. 2)	Year-to-Date Actuals (Col. 3)	Percentage (Col. 3/Col. 2)
I.	Revenues:				
I.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	50,931,865	50,931,865	52,705,777	103.5%
I.2	Other Financing Sources (Object 8900)	0	0	0	
I.3	Total Unrestricted Revenue (I.1 + I.2)	50,931,865	50,931,865	52,705,777	103.5%
J.	Expenditures:				
J.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	51,667,787	51,667,787	50,452,218	97.6%
J.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	130,000	130,000	0	
J.3	Total Unrestricted Expenditures (J.1 + J.2)	51,797,787	51,797,787	50,452,218	97.4%
K.	Revenues Over(Under) Expenditures (I.3 - J.3)	-865,922	-865,922	2,253,559	
L	Adjusted Fund Balance, Beginning	10,769,973	10,769,973	10,769,973	
L.1	Fund Balance, Ending (C. + L.2)	9,904,051	9,904,051	13,023,532	
M	Percentage of GF Fund Balance to GF Expenditures (L.1 / J.3)	19.1%	19.1%		

V. Has the district settled any employee contracts during this quarter? **YES**

If yes, complete the following: (If multi-year settlement, provide information for all years covered.)

Contract Period Settled (Specify) YYYY-YY	Management		Academic		Classified
	Total Cost Increase	%*	Total Cost Increase	%*	
a. SALARIES:					
Year 1: 2017-18	234,470	7.24%			551,837 8%
Year 2: 2018-19	251,768	7.24%			595,984 8%

	Year 3: 2019-20	270,373	7.24%			643,663	8%
b. BENEFITS:							
Year 1: 2017-18		58,969	7.24%			138,787	8%
Year 2: 2018-19		63,320	7.24%			149,890	8%
Year 3: 2019-20		67,999	7.24%			161,881	8%

* As specified in Collective Bargaining Agreement or other Employment Contract

c. Provide an explanation on how the district intends to fund the salary and benefit increases, and also identify the revenue source/object code.
 The District is funding the salary and benefit increases with the COLA and vacancy savings (8612)

VI. Did the district have significant events for the quarter (include incurrence of long-term debt, settlement of audit findings or legal suits, significant differences in budgeted revenues or expenditures, borrowing of funds (TRANS), issuance of COPs, etc.)? **YES**

If yes, list events and their financial ramifications. (Enter explanation below. include additional pages if needed.)
 The District settled a legal suit from 2015.

VII. Does the district have significant fiscal problems that must be addressed? **NO**
 This year? **NO**
 Next year? **NO**

If yes, what are the problems and what actions will be taken? (Enter explanation below, include additional pages if needed.)

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

TO: Members of the Governing Board

**SUBJECT: FIRST READING OF GOVERNING BOARD POLICY
ADVANCED PLACEMENT (NEW)**

REQUESTED ACTION:

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

SUMMARY:

The Governing Board establishes broad institutional policies and appropriately delegates responsibility to implement these policies. At this time a new Academic Affairs Policy is being presented for first reading: Board Policy 6030 *Advanced Placement*. This policy was reviewed and approved by the Academic Senate on August 21, 2017 and approved by the College Governance Council on August 23, 2017.

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code:</i>	<i>Board Policy: 1000</i>	<i>Estimated Fiscal Impact: N/A</i>
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SUPERINTENDENT'S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

David Williams, Ph.D.
Vice President, Academic Affairs

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7117

TELEPHONE NUMBER

David Williams, Ph.D.

VICE PRESIDENT APPROVAL

August 25, 2017

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

April 25, 2017

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT

ADVANCED PLACEMENT

6030

POLICY:

The Superintendent-President shall establish procedures for awarding advanced placement consistent with AB 1985, Advanced Placement Credit, and the California Education Code, Section 79500.

These procedures shall be listed in the Solano Community College Catalog and posted on the Solano Community College website.

**REFERENCES/
AUTHORITY:**

AB 1985 Advanced Placement Credit

California Education Code Section 79500

ADOPTED: