

San Bernardino Community College District
Organizational Meeting of the Board of Trustees
114 S. Del Rosa Drive, San Bernardino, CA 92408
Thursday, December 8, 2011 – 4:00 p.m. – Board Room

1. CALL TO ORDER – PLEDGE OF ALLEGIANCE
2. ORGANIZATIONAL MEETING OF THE BOARD
 - A. Elect Officers - President, Vice President, Clerk
 - B. Elect Board Representative and Alternate to the Nominating Committee for the County Committee on School District Organization
 - C. Approve Committee Assignments (KVCR Foundation, San Bernardino Regional Emergency Training Center Joint Powers Authority)
 - D. Approve 2012 Board Meeting Dates (p.1A)
3. ANNOUNCEMENT OF CLOSED SESSION ITEMS
 - A. CONFERENCE WITH LABOR NEGOTIATORS
Government Code 54957.6
Agency Negotiators: Jack Miyamoto and Bruce Baron
CTA
CSEA
Management/Supervisors
Confidential Employees
 - B. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE
Government Code Section 54957
 - C. CONFERENCE WITH LEGAL COUNSEL
ANTICIPATED LITIGATION
Government Code 54956.9(b)
(3 cases)
4. PUBLIC COMMENT ON CLOSED SESSION AGENDA ITEMS
5. CONVENE CLOSED SESSION

6. RECONVENE PUBLIC MEETING
7. REPORT OF ACTION IN CLOSED SESSION
8. APPROVAL OF MINUTES – November 17, 2011 (p.1)
9. REPORTS
 - A. Board Members
 - B. Student Trustees
 - C. Chancellor
 - D. Citizens’ Bond Oversight Committee
10. INSTITUTIONAL PRESENTATION
 - A. Respiratory Therapy Students – CHC
 - B. Compliance with Clery - District
11. PUBLIC COMMENT

The San Bernardino Community College Board of Trustees welcomes public comment on issues within the jurisdiction of the District. Comments should be limited to five (5) minutes per speaker and twenty (20) minutes per topic if there is more than one speaker. At the conclusion of public comment, the Board may ask staff to review a matter or may ask that a matter be put on a future agenda. Members of the Board, however, may not discuss or take legal action on matters raised during public comment unless the matters are properly noticed for discussion and legal action. Finally, be advised that District personnel and processes are available for further communication.

12. CONSENT AGENDA

The Consent Agenda is expected to be routine and non-controversial. It will be acted upon by the Board at one time without discussion. Any member of the Board, staff member or citizen may request that an item be removed from this section for discussion.

- A. INSTRUCTIONAL/STUDENT SERVICES
- B. HUMAN RESOURCES
 1. Consideration of Approval to Increase Contract for Classified Employee (p.12)
 2. Consideration of Approval of Reclassification Study for Classified Employees (p.13)
 3. Consideration of Approval of Short-Term, Substitute and Professional Expert Employees (p.15)

4. Consideration of Approval of Adjunct and Substitute Academic Employees (p.29)
5. Consideration of Approval of Non-Instructional Pay (p.36)
6. Consideration of Approval of Academic Employee (p.39)
7. Consideration of Approval to Grant Sabbatical Leaves for 2012-2013 (p.40)
8. Consideration of Approval of Management Appointments (p.41)
9. Consideration of Approval to Accept Management Retirement (p.42)
10. Consideration of Approval of District Volunteers (p.43)

C. FISCAL SERVICES

1. Consideration of Approval of Routine Contracts and Agreements (p.45)
2. Consideration of Approval of Professional Services Contracts and Agreements (p.69)
3. Consideration of Approval of Budget Adjustments (p.73)
4. Consideration of Approval of Conference Attendance (p.80)
5. Consideration of Approval of District/College Expenses (p.82)
6. Consideration of Approval of Individual Memberships (p.85)

13. ACTION AGENDA

A. INSTRUCTIONAL/STUDENT SERVICES

B. HUMAN RESOURCES

C. FISCAL SERVICES

1. Consideration of Approval of Bond Measure P Construction Change Orders and Contract Amendments (p.87)
2. Consideration of Approval of Bond Measure M Construction Change Orders and Contract Amendments (p.101)
3. Consideration of Approval to Award Bid and Approve Contract with Janus Corporation for the Business Building Demolition and Hazardous Material Abatement Project – SBVC (p.106)
4. Consideration of Approval to Award Informal Bid and Approve Contract with Riverside Construction Company for the Access Control and Handicap Upgrades at the Learning Resource Center – CHC (p.110)
5. Consideration of Approval to Award Bid and Approve Contract with Riverside Construction Company, Inc. for the CRF Leed Solar Heating Panels Project – CHC (p.113)
6. Consideration of Approval of Proposal from Steinberg Architects and Award Contract for Architectural Services for the Physical Education Complex – CHC (p.118)

7. Consideration of Approval of Proposal from Steinberg Architects and Award Contract to Steinberg Architects for Architectural Services for the Occupational Education #2 Building – (p.123)
8. Consideration of Approval of Proposal from National Engineering & Consulting, Inc. (NEC) for Architectural Services for the Solar Farm Project – CHC (p.128)
9. Consideration of Approval of Proposal from Leighton Consulting, Inc. for Geotechnical, Special Inspection and Testing Services for the Community Recreational Facility Leadership in Energy and Environmental Design (LEED) Solar Heating Panels Project – CHC (p.132)
10. Consideration of Approval of Proposal from AEI CASC Consulting for Consulting Survey Services for the Community Recreational Facility Leadership in Energy and Environmental Design Solar Heating Panels Project – CHC (p.139)
11. Consideration of Approval of Amendment 001 to Citadel Environmental Services, Inc. Contract for Additional Consulting Services for the Auditorium Project – SBVC (p.145)
12. Consideration of Approval of Amendment 002 to the Citadel Environmental Services, Inc. Contract for Additional Consulting Services for the Central Plant Project – SBVC (p.148)
13. Consideration of Approval of Amendment 002 to the C.H.J. Contract to Perform Grading Observation and Compaction Texting Services – SBVC (p.151)
14. Consideration of Approval of Amendment 001 Cancelling the HMC Architectural Services Contract for the Parking Structure 1 Project – SBVC (p.154)
15. Consideration of Approval to Adopt Resolution and Approve Contract with Rosendin Electric Inc. for Design Build Services - CHC (p.157)
16. Consideration of Approval to Reduce the Retention for the Shanks Electric Contract – CHC (p.260)
17. Consideration of Approval of Amended Bylaws for the Citizens' Bond Oversight Committee (p.261)
18. Consideration of Approval of Members for the Citizens' Bond Oversight Committee (p.268)
19. Consideration of Approval to Adopt Resolution in Support of Senate Constitutional Amendment (SCA) 5 (p.269)

14. INFORMATION ITEMS

- A. Summary of Bond Measure M Capital Improvement Program Change Orders and Amendments for Construction Contracts (p.271)
- B. Summary of Bond Measure P Capital Improvement Program Change Orders and Amendments for Construction Contracts (p.282)

- C. Budget Report (p.300)
- D. Purchase Order Report (p.341)
- E. Applause Cards (p.346)

15. STAFF REPORTS

- A. SBVC
 - 1. President
 - 2. Academic Senate
 - 3. Classified Senate
 - 4. Associated Students

- B. CHC
 - 1. President
 - 2. Academic Senate
 - 3. Classified Senate
 - 4. Associated Students

C. KVCR

D. CTA

E. CSEA

16. ADJOURN – The next regular meeting of the Board of Trustees will be Thursday, January 19, 2012 in the District Office Board Room.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Bruce Baron, Chancellor
REVIEWED BY: Bruce Baron, Chancellor
PREPARED BY: Bruce Baron, Chancellor
DATE: December 8, 2011
SUBJECT: Consideration of Approval of 2012 Board Meeting Dates

RECOMMENDATION

It is recommended that the Board of Trustees approve the proposed 2012 Board Meeting Dates.

OVERVIEW

Attached are the proposed Board Meeting dates for 2012. Meetings are held on Thursday in the Board Room of the District Office beginning at 4:00 p.m. unless otherwise noted.

ANALYSIS

Meeting dates and times are subject to change. Enough advance notice will be given to ensure the public is notified.

BOARD IMPERATIVES

- I. Institutional Effectiveness
- II. Learning Centered Institution for Student Access, Retention and Success
- III. Resource Management for Efficiency, Effectiveness and Excellence
- IV. Enhanced and Informed Governance and Leadership

FINANCIAL IMPLICATIONS

No impact to the budget.

PROPOSED 2012 BOARD MEETING DATES

January 19	Business Meeting
January 26	Study Session (Accountability)
February 9	Business Meeting
March 15	Business Meeting
April 12	Business Meeting
April 26	Study Session (Budget & Safety)
May 17	Business Meeting
May 31	Study Session (District & College Program Review)
June 14	Business Meeting
July 12	Business Meeting
August 9	Business Meeting
August 23	Study Session (Retreat)
September 6	Business Meeting
September 27	Study Session (Accreditation & Bond Program)
October 11	Business Meeting
November 15	Business Meeting
December 13	Business Meeting

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
114 South Del Rosa Drive, San Bernardino, CA 92408

Minutes of the Regular Meeting of the Board of Trustees
Thursday, November 17, 2011 - 4:00 p.m. – Assembly Room

1. CALL TO ORDER - PLEDGE OF ALLEGIANCE

Mr. Lockwood called the meeting to order at 4:00 p.m.

Members Present:

Carleton W. Lockwood, Jr., President
Donna Ferracone
John Longville
Jess C. Vizcaino, Jr.
Jaime Sanchez, Student Trustee, SBVC
Christopher Walsh, Student Trustee, CHC

Members Absent:

Dr. Singer L. Singer, Vice President
John Futch, Clerk
James C. Ramos

Administrators Present:

Bruce Baron, Chancellor
Dr. Debra Daniels, SBVC President
Gloria M. Harrison, CHC President
Charlie Ng, Interim Vice Chancellor Fiscal Services
Dr. Jack Miyamoto, Consultant, Human Resources

Administrators Absent:

Larry Cicalone, President, KVCR-TV-FM

Pledge of Allegiance

Trustee Lockwood led the Pledge of Allegiance.

2. ANNOUNCEMENT OF CLOSED SESSION ITEMS

- A. CONFERENCE WITH LABOR NEGOTIATORS
Government Code 54957.6
Agency Negotiators: Jack Miyamoto and Bruce Baron
CTA
CSEA
Management/Supervisors
Confidential Employees
- B. EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE
Government Code Section 54956.9
- C. CONFERENCE WITH LEGAL COUNSEL
EXISTING LITIGATION
Government Code Section 54956.9(a)
Claim #1655-04-0018
Claim #44396

3. PUBLIC COMMENT ON CLOSED SESSION AGENDA ITEMS

None.

4. CONVENE CLOSED SESSION

The Board convened to closed session at 4:00 p.m.

5. RECONVENE PUBLIC MEETING

Mr. Lockwood reconvened the public meeting at 5:00 p.m.

6. REPORT OF ACTION IN CLOSED SESSION

Mr. Longville moved, Ms. Ferracone seconded and the Board members voted as follows to approve the Settlement Authority of Claim #1655-04-0018 by way of Compromise and Release for an amount of \$40,000.00. Permanent disability advancement of \$7,240.00 has already been paid out. Buy out of future medical is \$32,760.00. Total amount due is \$32,760.00:

AYES: Ferracone, Lockwood, Longville, Vizcaino

NOES: None

ABSENT: Futch, Ramos, Singer

ABSTENTIONS: Sanchez (advisory), Walsh (advisory)

Mr. Longville moved, Ms. Ferracone seconded and the Board members voted as follows to approve the Settlement Authority of Claim #443596 by declaring

permanent and stationary with no permanent disability and minimal future medical care. Final amount to be paid out: \$ 0:

AYES: Ferracone, Lockwood, Longville, Vizcaino

NOES: None

ABSENT: Futch, Ramos, Singer

ABSTENTIONS: Sanchez (advisory), Walsh (advisory)

7. APPROVAL OF MINUTES

Ms. Ferracone moved, Mr. Vizcaino seconded and the Board members voted as follows to approve the minutes of October 20, 2011:

AYES: Ferracone, Lockwood, Longville, Vizcaino
Sanchez (advisory), Walsh (advisory)

NOES: None

ABSENT: Futch, Ramos, Singer

ABSTENTIONS: None

8. REPORTS

A. Board Members

- Mr. Longville thanked AS Vice President Kevin White for his remarks on transportation at the regional transportation summit. He said he did a great job and was very effective.
- Mr. Lockwood said he had a great time at SBVC's 85th anniversary celebration and was honored to participate. He congratulated President Daniels, Donna Hoffmann and Craig Petinak for a job well done.

B. Student Trustees

- Mr. Sanchez thanked the Board for the opportunity to attend the HACU conference. He said it was a great experience.
- Mr. Walsh also expressed his appreciation for the opportunity to attend the HACU conference. He reported he is looking forward to discussions with students regarding the student success task force. Mr. Walsh will be attending the Solar Farm groundbreaking on November 18.

C. Chancellor

- Mr. Baron was honored by the LFSAA at the Dia de los Muertes event. He thanked the group for the recognition and support. The chancellor was pleased to announce the formation of the Chancellor's HSI Advisory Committee. The first meeting is December 2. It is important that discussion takes place about what it means to be a Hispanic Serving Institution and how to incorporate various perspectives, ideas and concerns into our existing work processes. The chancellor reported there is federal funding available from HACU which will benefit all students. It is important that we all work together to continue to build on our successes and to take

advantage of all funding sources that may be available to supplement the state funding.

- There is a number of international visitors coming to ATTC. About 20 business people from China visited last week, and a group from Korea is also interested in learning more about our programs, especially Nano Technology, learning about the San Bernardino area and partnering with the district.
- The White House hosted a Hispanic Community Action Summit at the University of California, Riverside on November 5. Discussions covered a wide-range of topics from jobs and the economy to education and health care. Rocio Delgado, an employee in the Financial Aid Office at SBVC attended the Summit on behalf of the District and reported briefly on what she gained from her attendance.
- The district had two articles in the newspaper. The collaborative article with CalState San Bernardino and San Bernardino City Schools, highlighted the value of education and how it pays off financially over the course of a person's career. Bruce's editorial focused on why it is currently so difficult to find open classes and how students can best plan to get the classes they need. It is important that the community know what happens at our colleges and what is happening collaboratively in our community.

9. PUBLIC COMMENT

San Bernardino resident Jackie Nutting spoke in opposition to the proposed Community Benefits Agreement.

On behalf of the Health Sciences Club at CHC, Rosemarie Hansen, classified employee, solicited used eye glasses for the eyeglasses drive.

Fontana resident Richard Greenhagen spoke in favor the proposed Community Benefits Agreement.

10. CONSENT AGENDA

The following changes were made in the Consent Agenda:

Item 10.B.11 Consideration of Approval of Agreement Renewal with Miyamoto Consulting – pulled for discussion.

Mr. Longville moved, Mr. Vizcaino seconded, and the Board members voted as follows to approve the Consent Agenda:

AYES: Ferracone, Lockwood, Longville, Vizcaino
Sanchez (advisory), Walsh (advisory)

NOES: None

ABSENT: Futch, Ramos, Singer

ABSTENTIONS: None

13. ACTION AGENDA

Approve Agreement Renewal with Miyamoto Consulting

CTA President Ed Gomez urged the Board to reconsider this recommendation in light of the current economic situation. He stressed that the district employs people who are not permanent employees and who do not go through a hiring process and are just “pushed from one contract to another” and urged the trustees to take a look at this process.

Mr. Baron said the district anticipates beginning the search for a permanent person after the holidays and that process from start to finish will take 4 to 5 months and some transition time. He said It is typical throughout the state that professionals are hired, and Dr. Miyamoto is highly respected in his field. “I am very grateful he is willing to work with us.”

Trustee Ferracone asked for a more definitive answer on when the district will begin the search. Mr. Baron affirmed that the search process would definitely begin after the holidays adding there is a termination clause in the contract should the district conclude the process well before the August deadline when Dr. Miyamoto’s contract expires.

Mr. Walsh moved, Mr. Vizcaino seconded, and the Board members voted as follows to approve the agreement renewal with Miyamoto Consulting for special human resources services from December 13, 2011 to August 13, 2012, in an amount not to exceed \$137,325.36:

AYES: Ferracone, Lockwood, Longville, Vizcaino
Sanchez (advisory), Walsh (advisory)

NOES: None

ABSENT: Futch, Ramos, Singer

ABSTENTIONS: None

Approve Bond Measure P Construction Change Orders and Contract Amendments

Ms. Ferracone moved, Mr. Longville seconded, and the Board members voted as follows to approve Bond Measure P Construction Change Orders and Amendments:

Chemistry/Physical Science - SBVC

Fischer, Inc., CO-4, in the amount of \$\$7,431.00
Miller Environmental, CO-01, in the amount of (-\$33,000.00)

AYES: Ferracone, Lockwood, Longville, Vizcaino
Sanchez (advisory), Walsh (advisory)

NOES: None

ABSENT: Futch, Ramos, Singer

ABSTENTIONS: None

Approve Bond Measure M Construction Change Orders and Contract Amendments

Ms. Ferracone moved, Mr. Longville seconded, and the Board members voted as follows to approve Bond Measure M Construction Change Orders and Contract Amendments:

Parking Lot/ADA/Lighting Improvements – CHC

Pierre Sprinkler & Landscape, CO-01, in the amount of \$36,538.00

AYES: Ferracone, Lockwood, Longville, Vizcaino
Sanchez (advisory), Walsh (advisory)
NOES: None
ABSENT: Futch, Ramos, Singer
ABSTENTIONS: None

Approve Contract with Kitchell CEM, Inc. for Measure P Construction Management Services - SBCCD

Mr. Longville moved, Mr. Vizcaino seconded, and the Board members voted as follows to approve a contract with Kitchell CEM, Inc. for Measure P Construction Management Services, SBCCD, in the amount of \$425,638.00:

AYES: Ferracone, Lockwood, Longville, Vizcaino
Sanchez (advisory), Walsh (advisory)
NOES: None
ABSENT: Futch, Ramos, Singer
ABSTENTIONS: None

Approve Proposal with Rosendin Electric for Design Build Services - CHC

Mr. Longville moved, Mr. Vizcaino seconded, and the Board members voted as follows to accept a proposal from Rosendin Electric, in the amount of \$6,200,000.00 for design build services at CHC and directed the Vice Chancellor of Fiscal Services, staff and legal counsel to negotiate and present to the Board at its next regular meeting a final contract with Rosendin based on the proposal, with full and complete terms for final approval and ratification by the Board of Trustees:

AYES: Ferracone, Lockwood, Longville, Vizcaino
Sanchez (advisory), Walsh (advisory)
NOES: None
ABSENT: Futch, Ramos, Singer
ABSTENTIONS: None

Approve Agreement for ECORP Consulting, Inc. for Environmental Services - SBCCD

Mr. Longville moved, Mr. Vizcaino seconded, and the Board members voted as follows to approve an agreement with ECORP

Consulting, Inc. for Environmental Services, SBCCD, in an amount not to exceed \$300,000.00:

AYES: Ferracone, Lockwood, Longville, Vizcaino
Sanchez (advisory), Walsh (advisory)

NOES: None

ABSENT: Futch, Ramos, Singer

ABSTENTIONS: None

Award Bid and Approve Contract with Nature Tech Landscaping, Inc. for Trees - SBVC

Mr. Longville moved, Mr. Vizcaino seconded, and the Board members voted as follows to award bid and approve contract with Nature Tech Landscaping, Inc. for the addition of four mature trees, SBVC, in the amount of \$59,537.00:

AYES: Ferracone, Lockwood, Longville, Vizcaino
Sanchez (advisory), Walsh (advisory)

NOES: None

ABSENT: Futch, Ramos, Singer

ABSTENTIONS: None

Approve Amendment 007 to the Winzler & Kelly Contract – SBVC

Mr. Longville moved, Mr. Vizcaino seconded, and the Board members voted as follows to approve Amendment 007 to the Winzler & Kelly contract, SBVC, in the amount of \$26,448.00:

AYES: Ferracone, Lockwood, Longville, Vizcaino
Sanchez (advisory), Walsh (advisory)

NOES: None

ABSENT: Futch, Ramos, Singer

ABSTENTIONS: None

Approve Amendment 003 to the Steinberg Architecture Contract - CHC

Mr. Longville moved, Mr. Vizcaino seconded, and the Board members voted as follows to approve Amendment 003 to the Steinberg Architecture contract, CHC, in the amount of \$6,580.00:

AYES: Ferracone, Lockwood, Longville, Vizcaino
Sanchez (advisory), Walsh (advisory)

NOES: None

ABSENT: Futch, Ramos, Singer

ABSTENTIONS: None

Approve Uniform Construction Cost Accounting Procedures (UCCAP) Agreements

Ms. Ferracone moved, Mr. Vizcaino seconded, and the Board members voted as follows to approve Uniform Construction Cost Accounting Procedures (UCCAP) Agreements:

AYES: Ferracone, Lockwood, Longville, Vizcaino
Sanchez (advisory), Walsh (advisory)
NOES: None
ABSENT: Futch, Ramos, Singer
ABSTENTIONS: None

Approve Contract with Community College League of California

Mr. Longville moved, Mr. Vizcaino seconded, and the Board members voted as follows to approve the contract with the Community College League of California (CCLC), in an amount not to exceed \$35,000.00:

AYES: Ferracone, Lockwood, Longville, Vizcaino
Sanchez (advisory), Walsh (advisory)
NOES: None
ABSENT: Futch, Ramos, Singer
ABSTENTIONS: None

Adopt Resolution in Support of Senate Constitutional Amendment (SCA) 5

Mr. Longville moved, Mr. Vizcaino seconded, and the Board members voted as follows to table this item:

AYES: Ferracone, Lockwood, Longville, Vizcaino
Sanchez (advisory), Walsh (advisory)
NOES: None
ABSENT: Futch, Ramos, Singer
ABSTENTIONS: None

Accept 2010-2011 Independent Audit Report

Mr. Longville moved, Ms. Ferracone seconded, and the Board members voted as follows to accept the 2010-2011 independent audit report:

AYES: Ferracone, Lockwood, Longville, Vizcaino
Sanchez (advisory), Walsh (advisory)
NOES: None
ABSENT: Futch, Ramos, Singer
ABSTENTIONS: None

Accept 2010-2011 Proposition 39 Audit Report

Mr. Longville moved, Ms. Ferracone seconded, and the Board members voted as follows to accept the 2010-2011 Proposition 39 audit report;

AYES: Ferracone, Lockwood, Longville, Vizcaino
Sanchez (advisory), Walsh (advisory)
NOES: None
ABSENT: Futch, Ramos, Singer
ABSTENTIONS: None

14. INFORMATION ITEMS

- A. Request to Discuss Concerns Raised at the October 20, 2011 Board Meeting by the President of the Latino Faculty, Staff and Administrators Association

Ed Gomez, President of the Latino Faculty, Staff and Administrators Association, said the association is pleased that Mr. Baron has extended his hand to talk about some of the issues happening on the campus. Mr. Gomez is expecting that students and community members will also be a part of the committee. Mr. Gomez thanked President Daniels for extending her hand to talk about campus issues. He added he is concerned that diversity and equity will be pushed aside because of money. He said he has not heard anything from CHC and hopes to hear from that campus soon. He stated he would like the ATTC to be brought into the discussion.

Mr. Gomez concluded by saying the LFSAA is willing to participate and ready to work with the district and hopes the district will continue to promote the association's interest in the community.

- B. Summary of Bond Measure M Capital Improvement Program Change Orders and Amendments for Construction Projects
- C. Summary of Bond Measure P Capital Improvement Program Change Orders and Amendments for Construction Projects
- D. Budget Report
- E. Purchase Order Report
- F. Quarterly Investment Report
- G. AP 5030 – Fees
- H. SBCCD Emergency Operations Procedures Manual
- I. Applause Cards

15. STAFF REPORTS

- A. SBVC President
- A written report was submitted to the Board.

- B. SBVC Academic Senate
- Dr. Stankas reported student success was discussed at the statewide plenary session. He said faculty are moving forward but are ready to change rapidly. The faculty are strong and determined and respect each other and try to do what is in the best interest of the students. Faculty worked hard on developing non-credit classes to reach out to the community only to discover they could not move forward because there is no provision for faculty to teach non-credit classes in the contract. Dr. Jeremiah Gilbert will serve as the new senate president in 2012-2013.
- C. SBVC Classified Senate
- Cassandra Thomas reported members have put together baskets for the food drive and thanked those who generously contributed to buying the turkeys.
- D. SBVC ASB
- AS Vice President Kevin White thanked Trustee Longville for giving him the opportunity to address a group on transportation. PowerPoints on the haunted house project and the CCCSAA student leadership conference and general assembly were shared. Mr. White said he appreciated the Board's "empathetic ear" when the students came forward with the concerns and issues in the areas of Student Life and student government.
- E. CHC President
- A written report was submitted to the Board.
- F. CHC Academic Senate
- Absent.
- G. CHC Classified Senate
- Absent.
- H. CHC ASB
- Students participated in the breakout sessions and the resolution process at the leadership assembly. Students returned from the conference with a renewed vigor and focus to continue to build a solid foundation for the senates to manage a highly productive organization.
- I. KVCR
- A written report was submitted to the Board.
- J. CTA
- President Ed Gomez urged the Board to direct the administration to follow the CTA contract, specifically regarding the timelines and process for sabbatical leaves. He said CTA is required to follow specific contract deadlines but it appears the district is not required to

do so. He asked the trustees to consider what is in the contract and to insure the administrators deal with the issues in a timely and respectful manner.

K. CSEA

- On behalf of CSEA, Rosemarie Hansen wished the Board a Happy Thanksgiving and a safe holiday.

16. ADJOURN

Mr. Lockwood adjourned the meeting at 6:30 p.m.

John M. Futch, Clerk
San Bernardino Community College District
Board of Trustees

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Bruce Baron
Chancellor

REVIEWED BY: Dr. Jack Miyamoto
Human Resources Consultant

PREPARED BY: Dr. Jack Miyamoto
Human Resources Consultant

DATE: December 8, 2011

SUBJECT: Consideration of Approval of Increase in Contract for Classified Employee

RECOMMENDATION

It is recommended that the Board of Trustees approve the increase in contract for Christie, Gabriel-Millette, Research Assistant, SBVC, funded by the Department of Education STEM Grant.

OVERVIEW

Christie Gabriel-Millette is a Research Assistant in the Office of Institutional Research at SBVC. The College wants to increase her half-time contract to full-time effective January 1, 2012.

ANALYSIS

The Office of Research & Planning recently received funding to expand the hours for this position from 20 to 40 hours per week. The support that this position provides is vitally important to meet the increasing demands by the campus and grant agencies for student performance data and evaluation research.

BOARD IMPERATIVE

III. Resource Management for Efficiency, Effectiveness and Excellence.

FINANCIAL IMPLICATIONS

Included in the 2011-2012 budget.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Bruce Baron
Chancellor

REVIEWED BY: Dr. Jack Miyamoto
Human Resources Consultant

PREPARED BY: Dr. Jack Miyamoto
Human Resources Consultant

DATE: December 8, 2011

SUBJECT: Consideration of Approval of Reclassification Study for Classified Employees

RECOMMENDATION

It is recommended that the Board of Trustees approve a change in classification for Steven Rush, Admissions & Records Technician, CHC to Admissions & Records Specialist, CHC, Rocio Delgado, from Clerical Assistant II, Financial Aid, SBVC, to Financial Aid Specialist I,, SBVC and Benjamin Gamboa, Purchasing Agent, District, change in Salary Range from Range 37 to Range 40, Classified Salary Schedule.

OVERVIEW

The employees on the attached list submitted a Request for Consideration of Position Classification.

ANALYSIS

Based on a review of the duties and responsibilities of the positions by the District and CSEA, it is being recommended that the positions be reclassified.

BOARD IMPERATIVE

III. Resource Management for Efficiency, Effectiveness and Excellence.

FINANCIAL IMPLICATIONS

Included in the 2011-2012 budget.

Steven Rush submitted a Request for Consideration of Position Classification on May 11, 2011. The CSEA and Human Resources reviewed the request and approved to reclassify Mr. Rush from Admissions & Records Technician to Admissions & Records Specialist effective May 11, 2011. Mr. Rush performs duties and responsibilities of a specialized nature, namely in the area of Veterans Administration (VA) educational benefits. According to the Dean, Mr. Rush interacts with approximately 275 veterans and dependents per term and averages about six contacts per student per term. Mr. Rush is also the VA Certifying Official for CHC. Having an Admission and Records Specialist solely handling the VA education benefits is critical to the continuation of VA enrollments at CHC. As a result, Mr. Rush will be reclassified from Range 32, Step E, \$3513 per month to Range 38, Step C, \$3694 per month, Classified Salary Schedule, retroactive to May 11, 2011.

Rocio Delgado submitted a Request for Consideration of Position Classification on August 4, 2011. The CSEA and Human Resources reviewed the request and approved to reclassify Ms. Delgado from Clerical Assistant II to Financial Aid Specialist I effective August 4, 2011. Ms. Delgado performs the duties and responsibilities of a specialist involved in awarding financial aid, developing a working knowledge and understanding of the regulations; responsible for interviewing, providing information, and assisting students in applying for financial aid including the development and awarding of financial aid packages. As a result, Ms. Delgado will be reclassified from Range 25, Step E, \$2,956 per month to Range 38, Step A, \$3,350 per month, Classified Salary Schedule, retroactive to August 4, 2011.

Benjamin Gamboa submitted a Request for Consideration of Position Classification on August 27, 2010. The analysis of the position, duties and qualifications demonstrated a need to reclassify the position of the Purchasing Agent. Based on a technical review of the Purchasing Agent position, it should be reclassified from Range 37, \$3268-\$3973 per month to Range 40, \$3521-\$4280 per month on the Classified Salary Schedule. The incumbent will be placed on Range 40, Step E, \$4280 per month retroactive to August 27, 2010, the date of filing of the request which is standard operating procedure.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Bruce Baron
Chancellor

REVIEWED BY: Dr. Jack Miyamoto
Human Resources Consultant

PREPARED BY: Dr. Jack Miyamoto
Human Resources Consultant

DATE: December 8, 2011

SUBJECT: Consideration of Approval of Short-Term, Substitute & Professional
Expert Employees

RECOMMENDATION

It is recommended that the Board of Trustees approve the employment of short-term, substitute & professional expert employees.

OVERVIEW

The attached list of short-term, substitute and professional expert employees is submitted for approval.

ANALYSIS

Current law requires the Board of Trustees to act on recommendations to appoint short-term, substitute, and professional expert employees before they can begin their work assignment.

BOARD IMPERATIVE

III. Resource Management for Efficiency, Effectiveness and Excellence.

FINANCIAL IMPLICATIONS

Included in the 2011-2012 budget

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
Short-Term Hourly Employees
December 8, 2011

Name	Department	Site	Duties	Start Date	End Date	Hourly Rate
Adams, Jeneva	Art Department	SBVC	Model (undraped)	1/17/12	5/24/12	\$15.00
Aparicio, Oscar	Student Success Center	SBVC	Tutor II	1/13/12	6/30/12	\$11.00
Barrow, Andrew	Student Success Center	SBVC	Tutor II	1/13/12	6/30/12	\$11.00
Bond, Lauren	English Department	SBVC	Tutor III	1/17/12	6/30/12	\$13.00
Calaguian, Neil	Student Success Center	SBVC	Tutor II	1/13/12	6/30/12	\$11.00
Chaney, Nikia	English Department	SBVC	Tutor III	1/17/12	6/30/12	\$13.00
Chiem, Vinh	Student Success Center	SBVC	Tutor II	1/13/12	6/30/12	\$11.00
Cooprider, Rosemary	English Department	SBVC	Tutor III	1/17/12	6/30/12	\$13.00
Csaldana, Christabel	Student Success Center	SBVC	Tutor II	1/13/12	6/30/12	\$11.00
Dalzell, Victoria	English Department	SBVC	Tutor III	1/16/12	6/30/12	\$13.00
Ellis, Ketsia	Applied Technology	SBVC	Tutor II	1/17/12	5/10/12	\$11.00
Fabela, Frank III	Student Success Center	SBVC	Tutor II	1/13/12	6/30/12	\$11.00
Fischer, Rebecca	Alternative Text Production	Dist	Project Assistant II	12/9/11	12/31/11	\$11.00
Fischer, Rebecca	Alternative Text Production	Dist	Project Assistant II	1/1/12	6/30/12	\$11.00
Franklin, Rebecca	Art Department	SBVC	Model (undraped)	1/17/12	5/24/12	\$15.00
Galeano, James	Student Success Center	SBVC	Tutor II	1/13/12	6/30/12	\$11.00
Grant, Diane	Art Department	SBVC	Tutor II	1/17/12	5/24/12	\$11.00
Harjehausen, Bradley	Title V	CHC	Tutor II	1/11/12	5/24/12	\$11.00
Harper, Patricia	English Department	SBVC	Tutor III	1/17/12	6/30/12	\$13.00
Hernandez, Jose	Student Success Center	SBVC	Tutor II	1/13/12	6/30/12	\$11.00
Hindley, John	Student Success Center	SBVC	Tutor II	1/13/12	6/30/12	\$11.00

Ho, Vinh	Student Success Center	SBVC	Tutor II	1/13/12	6/30/12	\$11.00
Ingram, Cristina	Applied Technology - Transportation and Culinary Art	SBVC	Tutor II	1/17/12	5/10/12	\$11.00
Johnson, Alexandra	Title V	CHC	Tutor II	1/11/12	5/24/12	\$11.00
Johnson, Bonnie	Student Success Center	SBVC	Tutor II	1/13/12	6/30/12	\$11.00
Lovell, Marie-Jeanne	Art Department	SBVC	Model (undraped)	1/17/12	5/24/12	\$15.00
Martinez, Patrick	Student Success Center	SBVC	Tutor II	1/13/12	6/30/12	\$11.00
McDearmon, Pamela	Student Success Center	SBVC	Tutor II	1/13/12	6/30/12	\$11.00
McDowell, Linda	English Department	SBVC	Tutor III	1/17/12	6/30/12	\$13.00
Neuharth, Rose	Art Department	SBVC	Model (undraped)	1/17/12	5/24/12	\$15.00
Nguyen, Linda	Student Success Center	SBVC	Tutor II	1/13/12	6/30/12	\$11.00
Ogubuike, Cynthia	Student Success Center	SBVC	Tutor II	1/13/12	6/30/12	\$11.00
Palomino, Daniel	Student Success Center	SBVC	Tutor II	1/13/12	6/30/12	\$11.00
Pham, Thuy	Student Success Center	SBVC	Tutor II	1/13/12	6/30/12	\$11.00
Porter, Michael	Disabled Student Programs and Services	SBVC	Tutor II	1/17/12	5/24/12	\$11.00
Revelles, Patricia	Applied Technology	SBVC	Tutor II	1/17/12	5/10/12	\$11.00
Reyes, Aracely	Alternative Text Production	Dist	Project Assistant II	12/9/11	12/31/11	\$11.00
Reyes, Aracely	Alternative Text Production	Dist	Project Assistant II	1/1/12	6/30/12	\$11.00
Robertson, Martin	Art Department	SBVC	Model (undraped)	1/17/12	5/24/12	\$15.00
Rogers, Clover	Student Success Center	SBVC	Tutor II	1/13/12	6/30/12	\$11.00
Ruiz, Xavier	Art Department	SBVC	Tutor II	1/17/12	5/24/12	\$11.00
Ruston, Megin	English Department	SBVC	Tutor III	1/17/12	6/30/12	\$13.00
Ruvalcaba, Guillermo	English Department	SBVC	Tutor III	1/17/12	6/30/12	\$13.00
Sealander, Brett	English Department	SBVC	Tutor III	1/17/12	6/30/12	\$13.00

Sequeira, Andrea	Student Success Center	SBVC	Tutor II	1/13/12	6/30/12	\$11.00
Shields, Courtney	English Department	SBVC	Tutor III	1/17/12	6/30/12	\$13.00
Silvia, Robert	Student Success Center	SBVC	Tutor II	1/13/12	6/30/12	\$11.00
Slocum, Melanie	English Department	SBVC	Tutor III	1/17/12	6/30/12	\$13.00
Stolp, Daniel	Title V	CHC	Tutor II	1/11/12	5/24/12	\$11.00
Strong, Patrick	English Department	SBVC	Tutor III	1/17/12	6/30/12	\$13.00
Tremazi, Kalsoom	English Department	SBVC	Tutor III	1/17/12	6/30/12	\$13.00
Zuick, Nhan	Mathematics	SBVC	Tutor II	1/13/12	6/30/12	\$11.00

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
Substitute Employees
December 8, 2011

Name	Department	Site	Duties	Start Date	End Date	Hourly Rate
Bailey-Hudson, Traci	Human Resources	Dist	Human Resources Generalist	10/30/11	12/30/11	\$25.63
Covarrubias, Martha	Child Development Center	SBVC	Child Development Assistant	11/11/11	1/11/12	\$12.35
Dominick, Jared	Police	Dist	College Security Officer	11/2/11	1/2/12	\$15.43
Espinoza, Clara	Payroll	Dist	Senior Payroll Accountant	11/14/11	1/14/12	\$21.78
Fonzi, Nick	Police	Dist	College Security Officer	11/2/11	1/2/12	\$15.43
Griffin, Diana	Child Development Center	SBVC	Child Development Teacher	11/11/11	1/11/12	\$17.76
Heard, David	Police	Dist	College Security Officer	11/2/11	1/2/12	\$15.43
Hernandez, Wilber	Police	Dist	College Security Officer	11/2/11	1/2/12	\$15.43
Lara, Naomi	EMS	CHC	Secretary II	11/7/11	1/7/12	\$17.02
McPheron, James	Police	Dist	Dispatch Clerk	11/2/11	1/2/12	\$15.81
Medina, Miguel	Police	Dist	College Police Officer	11/2/11	1/2/12	\$22.33
Mulligan, Shirley	Police	Dist	Dispatch Clerk	11/2/11	1/2/12	\$15.81
Narciso, Christina	Clerical Assistant	CHC	Emergency Training Center	11/4/11	12/16/11	\$13.97

Olive, John	Police	Dist	College Police Officer	11/2/11	1/2/12	\$22.33
Tafoya-Bryson, Patricia	Police	Dist	College Police Officer	11/2/11	1/2/12	\$22.33
Wu, William	Police	Dist	College Police Officer	11/2/11	1/2/12	\$22.33

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
Professional Expert Hourly Employees
December 8, 2011

Name	Department	Site	Duties	Start Date	End Date	Hourly Rate
Alexander, Tameka	Disabled Student Programs and Services	SBVC	Interpreting/Transliterating Level II	1/3/12	6/30/12	\$21.00
Apodoca, Gilbert	Professional Development Center	Dist	Workforce Development / PDC Trainer	1/1/12	6/30/12	\$50.00
Barno, Jolene	Disabled Student Programs and Services	SBVC	Interpreting/Transliterating Level IV	1/3/12	6/30/12	\$15.00
Beaumont, Bill	Fire Technology	CHC	Fire Tech Specialist / Tactical Officer / Safety Officer	1/1/12	6/30/12	\$30/ \$23/ \$22.50
Boatwright, Horace	Criminal Justice Division	SBVC	Facilitator/Evaluator/Safety Facilitator	1/1/12	6/31/12	\$35.00
Bolivar, Fernando	Student Health Services	SBVC	Foster Parenting Education	1/3/12	6/30/12	\$45.00
Boswell, Ben	Criminal Justice Division	SBVC	Facilitator/Evaluator/Safety Facilitator	1/1/12	6/31/12	\$35.00
Boucher, Nathaniel	Fire Technology	CHC	Fire Tech Specialist / Tactical Officer / Safety Officer	1/1/12	6/30/12	\$30/ \$23/ \$22.50
Bozar, Christine	Professional Development Center	Dist	Workforce Development / PDC Trainer	1/1/12	6/30/12	\$60.00
Brady, Patricia	Professional Development Center	Dist	Workforce Development / PDC Trainer	1/1/12	6/30/12	\$50.00
Bradley, Vernon	Student Health Services	SBVC	Foster Parenting Education	1/3/12	6/30/12	\$45.00
Burgraff, Roger	Professional Development Center	Dist	Workforce Development / PDC Trainer	1/1/12	6/30/12	\$75.00
Carnes, Mike	Fire Technology	CHC	Fire Tech Specialist / Tactical Officer / Safety Officer	1/1/12	6/30/12	\$30/ \$23/ \$22.50

Carver, Dean	Professional Development Center	Dist	Workforce Development / PDC Trainer	1/1/12	6/30/12	\$50.00
Cervantes, Chalres	Student Health Services	SBVC	Foster Parenting Education	1/3/12	6/30/12	\$45.00
Chesser, Austin	Disabled Student Programs and Services	SBVC	Interpreting/Transliterating Level IV	1/3/12	6/30/12	\$15.00
Chow, Stephanie	Electricity/Electronics	SBVC	Assistant Instructor	1/17/12	5/10/12	\$20.00
Chreehan, Joseph	Disabled Student Programs and Services	SBVC	Interpreting/Transliterating Level III	1/3/12	6/30/12	\$18.00
Conde, Jennifer	Disabled Student Programs and Services	SBVC	Interpreting/Transliterating Level I	1/3/12	6/30/12	\$24.00
Contreras, Leo	Professional Development Center	Dist	Workforce Development / PDC Trainer	1/1/12	6/30/12	\$50.00
Crain, Daniel	Student Health Services	SBVC	Foster Parenting Education	1/3/12	6/30/12	\$45.00
Crow, Daniel	Disabled Student Programs and Services	SBVC	Interpreting/Transliterating Level III	1/3/12	6/30/12	\$18.00
Crow, Renahlee	Disabled Student Programs and Services	SBVC	Interpreting/Transliterating Level I	1/3/12	6/30/12	\$24.00
Day, Ruth	Professional Development Center	Dist	Workforce Development / PDC Trainer	1/1/12	6/30/12	\$45.00
Deleon, Luis	Professional Development Center	Dist	Workforce Development / PDC Trainer	1/1/12	6/30/12	\$50.00
Dixon, Karen	Student Health Services	SBVC	Foster Parenting Education	1/3/12	6/30/12	\$45.00
Duarte, Cheryl	Professional Development Center	Dist	Workforce Development / PDC Trainer	1/1/12	6/30/12	\$50.00
Dykstra, Roland	Automotive	SBVC	Assistant Instructor	1/17/12	5/10/12	\$20.00

Ebarra, David	Electricity/Electronics	SBVC	Assistant Instructor	1/17/12	5/10/12	\$20.00
Edmonson, Kindra	Student Health Services	SBVC	Counseling Intern	1/2/12	5/25/12	\$12.00
Ellen, Marlon	Disabled Student Programs and Services	SBVC	Interpreting/Transliterating Level IV	1/3/12	6/30/12	\$15.00
Enriquez, Areli	Disabled Student Programs and Services	SBVC	Interpreting/Transliterating Level III	1/3/12	6/30/12	\$18.00
Enriquez, Daniel	Disabled Student Programs and Services	SBVC	Interpreting/Transliterating Level III	1/3/12	6/30/12	\$18.00
Enriquez, Lucia	Disabled Student Programs and Services	SBVC	Interpreting/Transliterating Level I	1/3/12	6/30/12	\$24.00
Estrada, Sandra	Student Health Services	SBVC	Nurse Practitioner	1/2/12	5/25/12	\$50.00
Ford, Kevin	Criminal Justice Division	SBVC	Facilitator/Evaluator/Safety Facilitator	1/1/12	6/31/12	\$35.00
Francis, Catherine	Professional Development Center	Dist	Workforce Development / PDC Trainer	1/1/12	6/30/12	\$50.00
Galaviz, Jesse	Professional Development Center	Dist	Workforce Development / PDC Trainer	1/1/12	6/30/12	\$43.00
Gereau, Servando	Professional Development Center	Dist	Workforce Development / PDC Trainer	1/1/12	6/30/12	\$50.00
Groff, Rick	Fire Technology	CHC	Fire Tech Specialist / Tactical Officer / Safety Officer	1/1/12	6/30/12	\$30/ \$23/ \$22.50
Gomez, Jose	Automotive Collision	SBVC	Assistant Instructor	1/17/12	5/10/12	\$20.00
Gonzalez, Lorenzo	Professional Development Center	Dist	Workforce Development / PDC Trainer	1/1/12	6/30/12	\$50.00
Griffith, George	Criminal Justice Division	SBVC	Facilitator/Evaluator/Safety Facilitator	1/1/12	6/31/12	\$35.00

Hale, Stephen	Fire Technology	CHC	Fire Tech Specialist / Tactical Officer / Safety Officer	1/1/12	6/30/12	\$30/ \$23/ \$22.50
Hedges, Mark	Professional Development Center	Dist	Workforce Development / PDC Trainer	1/1/12	6/30/12	\$50.00
Helmkamp, Matthew	Fire Technology	CHC	Fire Tech Specialist / Tactical Officer / Safety Officer	1/1/12	6/30/12	\$30/ \$23/ \$22.50
Hook, Daniel	Professional Development Center	Dist	Workforce Development / PDC Trainer	1/1/12	6/30/12	\$45.00
Horton, Mike	Fire Technology	CHC	Fire Tech Specialist / Tactical Officer / Safety Officer	1/1/12	6/30/12	\$30/ \$23/ \$22.50
Hosea, Keith	Student Health Services	SBVC	Foster Parenting Education	1/3/12	6/30/12	\$45.00
Howard, Debra	Disabled Student Programs and Services	SBVC	Assistant Instructor	1/17/12	6/30/12	\$20.00
Hughes, Kevin	Welding	SBVC	Assistant Instructor	1/17/12	5/10/12	\$20.00
Hurst, Ronald	Professional Development Center	Dist	Workforce Development / PDC Trainer	1/1/12	6/30/12	\$75.00
Janssen, Josh	Fire Technology	CHC	Fire Tech Specialist / Tactical Officer / Safety Officer	1/1/12	6/30/12	\$30/ \$23/ \$22.50
Jones, Blanche	Professional Development Center	Dist	Workforce Development / PDC Trainer	1/1/12	6/30/12	\$50.00
Keefe, Anthony	Disabled Student Programs and Services	SBVC	Interpreting/Transliterating Level II	1/3/12	6/30/12	\$21.00
Kelly, Shamica	Disabled Student Programs and Services	SBVC	Interpreting/Transliterating Level IV	1/3/12	6/30/12	\$15.00
Ketcherside, David	Fire Technology	CHC	Fire Tech Specialist / Tactical Officer / Safety Officer	1/1/12	6/30/12	\$30/ \$23/ \$22.50

King, Michelyn	Disabled Student Programs and Services	SBVC	Interpreting/Transliterating Level IV	1/3/12	6/30/12	\$15.00
Lapi, John	Fire Technology	CHC	Fire Tech Specialist / Tactical Officer / Safety Officer	1/1/12	6/30/12	\$30/ \$23/ \$22.50
Li, Benson	Professional Development Center	Dist	Workforce Development / PDC Trainer	1/1/12	6/30/12	\$50.00
Lnyirady, Laura	Student Health Services	SBVC	Nurse Practitioner	1/2/12	5/25/12	\$50.00
Lopez, Daniel	Disabled Student Programs and Services	SBVC	Interpreting/Transliterating Level IV	1/3/12	6/30/12	\$15.00
Macdonald, John	Fire Technology	CHC	Fire Tech Specialist / Tactical Officer / Safety Officer	1/1/12	6/30/12	\$30/ \$23/ \$22.50
Marini, John	Fire Technology	CHC	Fire Tech Specialist / Tactical Officer / Safety Officer	1/1/12	6/30/12	\$30/ \$23/ \$22.50
Martinez, Richard	Fire Technology	CHC	Fire Tech Specialist / Tactical Officer / Safety Officer	1/1/12	6/30/12	\$30/ \$23/ \$22.50
Mathis, Bernard	Student Health Services	SBVC	Foster Parenting Education	1/3/12	6/30/12	\$45.00
Maulid, Ismail	Automotive	SBVC	Assistant Instructor	1/17/12	5/10/12	\$20.00
Maynard, Rayanne	Disabled Student Programs and Services	SBVC	Interpreting/Transliterating Level IV	1/3/12	6/30/12	\$15.00
McCoy, Kerry	Student Health Services	SBVC	Counseling Intern	1/2/12	5/25/12	\$12.00
Monin, Craig	Professional Development Center	Dist	Workforce Development / PDC Trainer	1/1/12	6/30/12	\$50.00
Nafzgar, Dan	Fire Technology	CHC	Fire Tech Specialist / Tactical Officer / Safety Officer	1/1/12	6/30/12	\$30/ \$23/ \$22.50
Napoli, William	Professional Development Center	Dist	Workforce Development / PDC Trainer	1/1/12	6/30/12	\$50.00

Newson, Helen	Student Health Services	SBVC	Nurse Practitioner	1/2/12	5/25/12	\$50.00
Pertersen, Neil	Automotive	SBVC	Assistant Instructor	1/17/12	5/10/12	\$20.00
Philips, Richard	Machinist Technology	SBVC	Assistant Instructor	1/17/12	5/10/12	\$20.00
Pierson, John	Fire Technology	CHC	Fire Tech Specialist / Tactical Officer / Safety Officer	1/1/12	6/30/12	\$30/ \$23/ \$22.50
Price, Robert	Criminal Justice Division	SBVC	Facilitator/Evaluator/Safety Facilitator	1/1/12	6/31/12	\$35.00
Radney, Charles	Professional Development Center	Dist	Workforce Development / PDC Trainer	1/1/12	6/30/12	\$50.00
Ramos, Sean	Criminal Justice Division	SBVC	Facilitator/Evaluator/Safety Facilitator	1/1/12	6/31/12	\$35.00
Ratcliff, Joseph	Professional Development Center	Dist	Workforce Development / PDC Trainer	1/1/12	6/30/12	\$50.00
Razo, Jorge	Student Health Services	SBVC	Foster Parenting Education	1/3/12	6/30/12	\$45.00
Recatto, Peter	Criminal Justice Division	SBVC	Facilitator/Evaluator/Safety Facilitator	1/1/12	6/31/12	\$35.00
Reese, Timm	Professional Development Center	Dist	Workforce Development / PDC Trainer	1/1/12	6/30/12	\$50.00
Romero, Kimberly	Disabled Student Programs and Services	SBVC	Interpreting/Transliterating Level IV	1/3/12	6/30/12	\$15.00
Romero, Markazan	Electricity/Electronics	SBVC	Assistant Instructor	1/17/12	5/10/12	\$20.00
Russel, Jeffery	Automotive Collision	SBVC	Assistant Instructor	1/17/12	5/10/12	\$20.00
Salas, Brandon	Disabled Student Programs and Services	SBVC	Interpreting/Transliterating Level IV	1/3/12	6/30/12	\$15.00
Sandles, James	Professional Development Center	Dist	Workforce Development / PDC Trainer	1/1/12	6/30/12	\$55.00
Sandy, Hannah	Student Health Services	SBVC	Nurse Practitioner	1/2/12	5/25/12	\$50.00

Santos, Norma	Disabled Student Programs and Services	SBVC	Interpreting/Transliterating Level I	1/3/12	6/30/12	\$24.00
Santos, Tianna	Disabled Student Programs and Services	SBVC	Interpreting/Transliterating Level IV	1/3/12	6/30/12	\$15.00
Schulz, Terry	Fire Technology	CHC	Fire Tech Specialist / Tactical Officer / Safety Officer	1/1/12	6/30/12	\$30/ \$23/ \$22.50
Scott, Judyth	Student Health Services	SBVC	Foster Parenting Education	1/3/12	6/30/12	\$45.00
Sipe, Britt	Fire Technology	CHC	Fire Tech Specialist / Tactical Officer / Safety Officer	1/1/12	6/30/12	\$30/ \$23/ \$22.50
Smerber, Mathew	Fire Technology	CHC	Fire Tech Specialist / Tactical Officer / Safety Officer	1/1/12	6/30/12	\$30/ \$23/ \$22.50
Solomento, Richard	Fire Technology	CHC	Fire Tech Specialist / Tactical Officer / Safety Officer	1/1/12	6/30/12	\$30/ \$23/ \$22.50
Solorzano, Catherine	Disabled Student Programs and Services	SBVC	Interpreting/Transliterating Level I	1/3/12	6/30/12	\$24.00
Spellman, Ron	Fire Technology	CHC	Fire Tech Specialist / Tactical Officer / Safety Officer	1/1/12	6/30/12	\$30/ \$23/ \$22.50
Stanzione, Charles	Criminal Justice Division	SBVC	Facilitator/Evaluator/Safety Facilitator	1/1/12	6/31/12	\$35.00
Stevens, Al	Fire Technology	CHC	Fire Tech Specialist / Tactical Officer / Safety Officer	1/1/12	6/30/12	\$30/ \$23/ \$22.50
Stevens, Cory	Professional Development Center	Dist	Workforce Development / PDC Trainer	1/1/12	6/30/12	\$50.00
Stewart, Barry	Fire Technology	CHC	Fire Tech Specialist / Tactical Officer / Safety Officer	1/1/12	6/30/12	\$30/ \$23/ \$22.50
Stuart, Doris	Criminal Justice Division	SBVC	Facilitator/Evaluator/Safety Facilitator	1/1/12	6/31/12	\$35.00

Sungvornrajasabh, Phenpak	Professional Development Center	Dist	Workforce Development / PDC Trainer	1/1/12	6/30/12	\$20.00
Tarver, Brenda	Professional Development Center	Dist	Workforce Development / PDC Trainer	1/1/12	6/30/12	\$50.00
Thurston, Omyia	Student Health Services	SBVC	Foster Parenting Education	1/3/12	6/30/12	\$45.00
Tovar, Ralph	Fire Technology	CHC	Fire Tech Specialist / Tactical Officer / Safety Officer	1/1/12	6/30/12	\$30/ \$23/ \$22.50
Valdez, Travis	Fire Technology	CHC	Fire Tech Specialist / Tactical Officer / Safety Officer	1/1/12	6/30/12	\$30/ \$23/ \$22.50
Walsh, Pashcal	Professional Development Center	Dist	Workforce Development / PDC Trainer	1/1/12	6/30/12	\$45.00
Walston, Lisa	Culinary Arts	SBVC	Assistant Instructor	1/17/12	5/10/12	\$20.00
Washington, Gwendolyn	Student Health Services	SBVC	Foster Parenting Education	1/3/12	6/30/12	\$45.00
Walton, Rodney	Professional Development Center	Dist	Workforce Development / PDC Trainer	1/1/12	6/30/12	\$50.00
Wilkes, Richard	Welding	SBVC	Assistant Instructor	1/17/12	5/10/12	\$20.00

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Bruce Baron
Chancellor

REVIEWED BY: Dr. Jack Miyamoto
Human Resources Consultant

PREPARED BY: Dr. Debra S. Daniels, President, SBVC
Gloria Harrison, President, CHC

DATE: December 8, 2011

SUBJECT: Consideration of Approval of Adjunct & Substitute Academic Employees

RECOMMENDATION

It is recommended that the Board of Trustees approve the employment of adjunct and substitute academic employees as needed for the 2011-2012 academic year.

OVERVIEW

The attached list of adjunct & substitute academic employees is submitted for approval of employment.

ANALYSIS

Part-time academic employees selected from the established pool are offered individual contracts on a semester-by-semester basis. Adjunct employees not assigned will remain in the pool for future consideration during the 2011-2012 academic years.

BOARD IMPERATIVE

III. Resource Management for Efficiency, Effectiveness and Excellence.

FINANCIAL IMPLICATIONS

Included in the 2011-2012 budget.

San Bernardino Valley College
Adjunct & Substitute Faculty
Academic Year 2011-2012
December 8, 2011

NAME

DISCIPLINE

Cisneros, Maribel

Counseling

Hernandez, Ramiro

Counseling

Reyes, Oscar Ricardo

Counseling

Rudolph, Scott Robert

Culinary Arts

Sasenbury, Shelby

Nursing

Zeeb, John

Psychology

**Crafton Hills College
Adjunct & Substitute Academic Employees
Spring 2012**

Abad, Jeremy J.	English
Ali, Kenshaka,	Theatre Arts
Allison, George	Accounting
Amoui, Mehran	Biology
Anderson, Jonathan B.	English
Andrews, Breanna	American Sign Language
Aniello, Lisa	Physical Education
Antone, Letitia	Counselor
Ashton, Patricia	English, Reading and Study Skills
Atkinson, Anne	Health
Baker, Deena	English
Ballester, Maria	Spanish
Baron, Patricia	Health Education
Bean, Steve	Theatre Arts
Bedoya, Rosemary	Counselor, College Life
Begley, David S.	Mathematics
Bell, Judith	Campus Nurse
Booth, Marsha	Campus Nurse
Bray, Linda L.	Allied Health
Bullock, Scott	Mathematics
Burke, Jeffrey	Mathematics
Burnett-Kurie, Laura	Physical Education
Burns, Carole A.	Microbiology
Burns-Peters, Davena	American Sign Language
Byrnes, Anthony	Theatre Arts
Camp, Brad	Counselor
Cannon, Judy K.	English
Carp, Robert	Chemistry
Carroll, La Mont	Computer Information Systems
Carroll, Marian	Speech Communication
Chairez, Octavio	Mathematics
Chapman, Dee	Counseling, CALWorks
Chase, Kristina	Campus Nurse
Chavira, Rejoice	Counselor, Personal Career Development
Clark, Catherine	Anatomy
Colvey, Kirsten	Counselor, Personal Career Development
Commander, John	Emergency Medical Services
Cork, Daniel	Theatre Arts
Costello, Gerarda	History
Cowles, Randee Teresa	English
Craw, Hillary	Counselor, College Life
Crow, Kathryn	Emergency Medical Services
Cruz, Jason	Business Administration
Cummings, Lou'Rie	Counselor, College Life
Davis, Joyce	Librarian
De Borba-Silva, Maria	Health Education
Delaossa, Ralph K.	Fire Technology

Deng, Yuwen	Computer Information Systems
Denson, Tommie	Mathematics
Dial, Troylynn	Counselor, College Life, Personal Career Development
Diaz, Maria Elena	Speech Communication
Dobbs, Anne	English
Dolson-Andrew, Steve	Political Science
Donnhauser, Marc	Counselor
Douthit, Milly	Counselor, Learning Resources, Personal Career Development
Downey, Jennifer R.	Psychology
Drake-Green, Penny Marie	Speech Communication
Ducey, James	Physical Education
Durban, Mark	Fire Technology
Eastmond, Elizabeth	English
Elliott, Verlingia	Librarian
Enright, Evan	Mathematics
Estrada, Colleen	Fire Technology
Estrada, Laura	Campus Nurse
Estus, Steven	English
Faulkner, Mark	Fire Technology
Favela, Hannah	Theatre Arts
Fike, Larry	Philosophy
Floerke, Jennifer	Speech Communication
Flynn, Theresa	English
Franko, Karla J.	Religious Studies
Fry, Maureen	Counselor, Learning Disabilities Specialist, Learning Resources
Gaddy, Duran	Fire Technology
Garcia, Claudia	Counselor
Garcia, Eddie	Counselor
Gist, John	Counselor, College Life
Gough, Allan	Mathematics
Greene, Robert	Mathematics
Griffin, Alice	English
Griffith, Barbara	Counselor, College Life
Gross, Nathan	Theatre Arts
Gutierrez, Mark	Mathematics
Hadden, Jay	Anthropology
Hale, Sara	American Sign Language
Hamlett, Cynthia	English
Hansler, Kathryn	English
Harris, Joel	English, Reading and Study Skills
Hausman, Edward	Fire Technology
Hawkins, John	Counselor
Hayes, Chauncey	Health Education
Henriquez, Aja	English
Henson, Beatty	English
Herbert, Shelton	Anatomy
Hohman, Zachary	Psychology
Holder, Amber	Reading and Study Skills
Howard, Kristy	Biology
Hunter, Morris	Radiologic Technology
Janssen, Joshua	Fire Technology

Jensen, DeAnna	English
Johns, Karl	Librarian
Johnsen, Torgeir	Anatomy
Johnson, David L.	Physics/Astronomy
Kalsi, Amandeep	Health Education
Kalendar, Volkan	Political Science
Kapoor, Anil	Microbiology
Kelsey, David	Philosophy
Ketcherside, David	Fire Technology
Kibbe, Mark	Respiratory Care
Kim, Gina	Sociology
Kimbrough, Pamela	Chemistry
Knudsen, Arin	Counselor
Kosmatka, Arnie	Allied Health
Lakatos, Catherine	Counselor
Lam, Daisy	Mathematics
Leahy, Julie	Radiologic Technology
Leon, Cynthia	Allied Health
Leon, Ralph	Mathematics
Licerio, Marty	Counselor
Lieser, Josh	History
Linfield, Leon	Philosophy
Lockridge, Henry V.	Respiratory Care
Lopez, Bibiana	Mathematics
Madrigal, Ea	History
Madrigal, Javier	Counselor
Malik, Neal	Health Education
Maloney-Hinds, Colleen	Health Education
McAtee, Robert	Counselor, Personal Career Development
McClurg, Bruce	Music
McCoy, Danielle	Mathematics
McLoughlin, Peter	Mathematics
McNamara, Laurence	Art
McNaughton, Barry	Music
Millan, Christopher	English
Mitchell, Emily	Theatre Arts
Molino, Gloria	Counselor
Mondragon, Luis	Mathematics
Moreno, Mariana	Counselor
Morse, Curtis	Fire Technology
Muir, William	Oceanography
Mukundan, Ramaa	Geography
Munz, Kristina	English
Musch, German	Anatomy, Biology
Nakamura, Aki	Japanese
Namekata, James	Physical Education
Newman, Ronald	Business Administration
Newson, Helen	Nurse Practitioner
Nguyen, Cu	French
Nicholson, Karl	Emergency Medical Services
Niessen, Amy	English

O'Shaughnessy, Vonda	Speech Communication
Overstreet-Murphy, Penni	Fire Technology
Pace-Pequeno, Catherine	Computer Information Systems
Papp, Edward	Computer Information Systems
Piamonte, Rennard	Mathematics
Pierce, Leah C.	Mathematics
Poffek, Christine	Physical Education
Porritt, Marc	Psychology
Price, Raychel	Physical Education
Pritchard, Bekki Jo	Sociology
Purves, Dianne	Biology
Ramirez, Robert	Mathematics
Ramirez, Stephen	Mathematics
Raney, Bret	Fire Technology
Regalado, Sean	Art
Roberts, Charles	Oceanography
Roche, Joshua	Mathematics
Romano, Nicholas M.	Computer Information Systems
Romero, Brian	Philosophy
Ruiz, Sabrina	Librarian
Ruiz, Sandra	Computer Information Systems
Rush, Adam	Political Science
Saldana, Katherine	Counselor
Sanchez, Paul	Librarian
Schmidt, Lisa	Physical Education
Schoenfeld, Racquel	Counselor
Schwartz, Christine	Librarian
Scott, Jerica	Physical Education
Seager, Elena	Mathematics
Shelby, Patricia A.	Sociology
Shelton II, Stephen A.	Speech Communication
Shum, Cindy	Counselor
Singh, Manika	Counselor
Smith, James	Political Science
Smyth, Nathaniel	Chemistry
Snowwhite, Mark S.	English
Sternard, Evan	Counselor
Stevens, Alfred	Fire Technology
Stone, Harry	Emergency Medical Services
Stone, Henry	Mathematics
Strong-Millsap, Joanna	English
Stupin, Mary	Music
Suderman, Frances	English
Swanson, William E.	English
Ta, Canh Van	Anatomy
Teter, James	Fire Technology
Tortoro, Jennifer	English
Thurston, Omyia	Counselor
Urbanovich, Renee	Reading and Study Skills
Vazquez, Dana	Theatre Arts
Verosik, Eileen	Emergency Medical Services

Vinciullo, Frances	Psychology
Wagner, Aaron	Mathematics
Walker, Laura	English
Walter, Michael D.	Computer Information Systems
Washburn, Ben	Counselor, College Life
White-Elliott, Cassandra	English
Wigginton, Melissa	Health Education
Williams, Carolyn	English
Wilson, Debbie	Counselor, College Life
Wise, Louise	Reading and Study Skills
Yamada, Ryan	Mathematics
Yamashiro, Sabrina	Emergency Medical Services
Zeeb, John L.	Psychology

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Bruce Baron
Chancellor

REVIEWED BY: Dr. Jack Miyamoto
Human Resources Consultant

PREPARED BY: Dr. Debra S. Daniels, President, SBVC
Gloria M. Harrison, President, CHC

DATE: December 8, 2011

SUBJECT: Consideration of Approval of Non-Instructional Pay for Academic Employees

RECOMMENDATION

It is recommended that the Board of Trustees approve non-instructional pay for academic employees.

OVERVIEW

The attached list of employees is submitted for approval.

ANALYSIS

Non-instructional pay is requested on a periodical basis to assist departments with various events on campus or in the community.

BOARD IMPERATIVE

III. Resource Management for Efficiency, Effectiveness and Excellence.

FINANCIAL IMPLICATIONS

Included in the 2011-2012 budget.

San Bernardino Valley College
Non-Instructional Hourly Employees
Academic Year 2011-2012
December 8, 2011

Alvarez, Vicente, EduStream tutoring project for the California Community Colleges, 01-17-12 to 05-24-12, not to exceed 64 hours at \$43.16 per hour.

Alvarez, Vicente, establish pre-assessment test preparation workshops as part of the HIS-STEM PASS GO grant objectives, 01-17-12 to 05-23-12, not to exceed 72 hours at \$43.16 per hour.

Carmen, Gary, to oversee the extended hours of the Student Success Center, 01-17-12 to 05-23-12, not to exceed 21 hours per week at \$43.16 per hour.

Ellis, Yvonne, establish pre-assessment test preparation workshops as part of the HSI-STEM PASS GO grant objectives, 01-17-12 to 05-23-12, not to exceed 72 hours at \$43.16 per hour.

Gilbert, Jeremiah establish pre-assessment test preparation workshops as part of the HSI-STEM PASS GO grant objectives, 01-17-12 to 05-23-12, not to exceed 20 hours at \$43.16 per hour.

Heibel, Todd, to mentor faculty on the use of the ITV technology at Big Bear, 01-03-12 to 06-29-12, not to exceed 20 hours at \$43.16 per hour.

Kanawati, Moustafa, establish pre-assessment test preparation workshops as part of the HSI-STEM PASS GO grant objectives, 01-17-12 to 05-23-12, not to exceed 72 hours at \$43.16 per hour.

Notarangelo, Joseph, to mentor faculty on the use of the ITV technology at Big Bear, 01-03-12 to 06-29-12, not to exceed 10 hours at \$43.16 per hour.

Crafton Hills College
Non-Instructional Pay
December 8, 2011

Floerke, Jennifer, Honors Coordinator, \$43.16 per hour not to exceed 422 hours per semester,
1/3/12-5/24/12, 01-00-02-9002-0157-1480.00-6199

Howard, Kristy, EduStream Tutoring Project, \$43.16 per hour not to exceed two hours per
week or 30 hours per semester, 01/17/12 – 05/24/12, 01-00-03-8103-0236-1480.00-6150

Peters, Davena, EduStream Tutoring Project, \$43.16 per hour not to exceed two hours per
week or 30 hours per semester, 01/17/12 – 05/24/12, 01-00-03-8103-0236-1480.00-6150

Poffek, Christine, Curriculum Development for Aquatics Program, \$200, 12/09/11,
01-00-02-8100-0000-1480.00-6199

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Bruce Baron
Chancellor

REVIEWED BY: Dr. Jack Miyamoto
Human Resources Consultant

PREPARED BY: Dr. Jack Miyamoto
Human Resources Consultant

DATE: December 8, 2011

SUBJECT: Consideration of Approval of Academic Employees

RECOMMENDATION

It is recommended that the Board of Trustees approve the employment of Gina Curasi, Counselor, SBVC and Teri Reynolds, Nursing Instructor, SBVC.

OVERVIEW

Gina Curasi, Counselor, SBVC, 200 days, salary pending receipt of work experience and official transcripts. Effective January 3, 2012. Replacement for Jennifer Taylor-Mendoza. Funding from General Fund with hiring freeze waived.

ANALYSIS

All requirements for employment processing have been completed and Human Resources has cleared the individuals for employment.

BOARD IMPERATIVE

III. Resource Management for Efficiency, Effectiveness and Excellence.

FINANCIAL IMPLICATIONS

Included in the 2011-2012 budget.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Bruce Baron, Chancellor

REVIEWED BY: Bruce Baron, Chancellor

PREPARED BY: Dr. Jack Miyamoto, Human Resources Consultant

DATE: December 8, 2011

SUBJECT: Consideration of Approval to Grant Sabbatical Leaves for 2012-2013

RECOMMENDATION

It is recommended that the Board of Trustees grant two sabbatical leaves for the 2012-2013 academic year.

OVERVIEW

The District's bargaining agreement with the SBCCD Chapter CTA/NEA allows for the Board to grant sabbatical leave to faculty members at its discretion.

ANALYSIS

The sabbatical leave process is important to the professional development of the faculty and provides an opportunity to undertake a variety academic or professional research projects that will expand the faculty member's knowledge so that he or she will be a greater asset and credit to the District. Sabbaticals are either for a full-year at half pay or a half-year at full pay.

Per the bargaining agreement between the District and CTA, the recipient of a sabbatical leave must complete a comprehensive written report with specific evaluation of the leave in terms of each of the purposes stated in the original application. The report must identify as clearly as possible the benefits to students of the district that have accrued from the sabbatical leave.

BOARD IMPERATIVE

III. Resource Management for Efficiency, Effectiveness and Excellence.

FINANCIAL IMPLICATIONS

The adjunct replacement cost of approximately \$40,000 will be added to the college's budget by the District.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Bruce Baron
Chancellor

REVIEWED BY: Dr. Jack Miyamoto
Human Resources Consultant

PREPARED BY: Dr. Jack Miyamoto
Human Resources Consultant

DATE: December 8, 2011

SUBJECT: Consideration of Approval of Management Appointments

RECOMMENDATION

It is recommended that the Board of Trustees approve the management appointments of Achala Chatterjee, Dean, Applied Technology, Transportation, and Culinary Arts, SBVC and Joe Roberts, Chief Engineer, KVCR.

OVERVIEW

Achala Chatterjee, Dean, Applied Technology, Transportation, and Culinary Arts, SBVC, Management Salary Schedule Range 19, Step B, \$8,780 per month effective January 3, 2012. Replacement for Gary Kelly. Funding from General Fund with Hiring Freeze waived.

Joe Roberts, Chief Engineer, KVCR, 12-month position, Management Salary Schedule Range 12, Step A at \$5,943 per month effective December 19, 2011. Replacement for Tom Guptill. Funding from General Fund with Hiring Freeze waived.

ANALYSIS

All requirements for employment processing have been completed and Human Resources have cleared the individuals for appointment.

BOARD IMPERATIVE

III. Resource Management for Efficiency, Effectiveness and Excellence.

FINANCIAL IMPLICATIONS

Included in the 2011-2012 budget.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Bruce Baron
Chancellor

REVIEWED BY: Dr. Jack Miyamoto
Human Resources Consultant

PREPARED BY: Dr. Jack Miyamoto
Human Resources Consultant

DATE: December 8, 2011

SUBJECT: Consideration of Acceptance of Management Retirement

RECOMMENDATION

It is recommended that the Board of Trustees accept the retirement of Cheryl Bardowell, Director of Resource Development, CHC.

OVERVIEW

Ms. Bardowell has submitted her letter of intent to retire effective at the end of the day on December 30, 2011, after five years of service to the District. Her first day of retirement will be December 31, 2011.

ANALYSIS

The Human Resources Department has provided Ms. Bardowell acceptance of her retirement.

BOARD IMPERATIVE

None.

FINANCIAL IMPLICATIONS

None.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Bruce Baron
Chancellor

REVIEWED BY: Dr. Jack Miyamoto
Human Resources Consultant

PREPARED BY: Dr. Debra S. Daniels, President, SBVC
Gloria M. Harrison, President, CHC

DATE: December 8, 2011

SUBJECT: Consideration of Approval of District Volunteers

RECOMMENDATION

It is recommended that the Board of Trustees approve District volunteers.

OVERVIEW

The individuals on the attached list have volunteered their services and acknowledge that they will not receive payment of any kind for services performed.

ANALYSIS

Assignments performed by volunteers will not take away responsibilities or duties of regular academic or classified employees.

BOARD IMPERATIVE

III. Resource Management for Efficiency, Effectiveness and Excellence.

FINANCIAL IMPLICATIONS

None.

San Bernardino Valley College
Volunteers
Academic Year 2011-2012
December 8, 2011

NAME	ASSIGNMENT	DATE
Frank, Tetta	Administrative Services-Cafeteria/Food Serv	12/09/2011-06/30/2012
Jaco, Herberth	Math/Bus/CompTech-Student Success Cntr	01/13/2012-06/30/2012
Nava, Robert A.	Criminal Justice	01/01/2012-06/30/2012
Schwartz, Kamryn	Criminal Justice	01/01/2012-06/30/2012
Singer, Brian	Criminal Justice	01/01/2012-06/30/2012
Vera, Favian	Criminal Justice	01/01/2012-06/30/2012

Crafton Hills College
Volunteers
December 8, 2011

Ferguson, Bryttany	Public Safety & Emergency Services	12/09/2011-12/31/2011
French, Ken	Alpha Gamma Sigma	12/09/2011-06/30/2012
Goodkind, Laura	Public Safety & Emergency Services	12/09/2011-12/31/2011
Perez, Noel	Library	12/09/2011-06/30/2012
Schmidt, Karl	Public Safety & Emergency Services	12/09/2011-12/31/2011

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Bruce Baron, Chancellor
REVIEWED BY: Charlie Ng, Vice Chancellor, Fiscal Services
PREPARED BY: Steven Sutorus, Business Manager
DATE: December 8, 2011
SUBJECT: Consideration of Approval of Routine Contracts/Agreements and Memorandums of Understanding

RECOMMENDATION

It is recommended that the Board of Trustees ratify the attached list of routine contracts/agreements and memorandums of understanding.

OVERVIEW

In accordance with Board policy 6340, the attached list is submitted for Board ratification and/or approval.

ANALYSIS

The attached list of contracts and agreements are routine, customary and necessary for the on-going operations of the District.

BOARD IMPERATIVE

III. Resource Management for Efficiency, Effectiveness and Excellence.

FINANCIAL IMPLICATIONS

The contracts/agreements/memorandums of understanding on the attached list are budgeted for via purchase orders or, in the case of new grants, via budget adjustments.

Routine Contracts and Agreements***Scheduled Board Date 12/8/2011***

Contract Type

<i>Firm</i>	<i>Purpose and Information</i>	<i>Department / Location</i>	<i>Amount</i>	<i>Signed</i>
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ASB Discount Program

Hand Car Wash USA	(7818) ASB Discount Program - \$3 discount on any package wash and \$5 discount on any American Wash package Term: 7/1/2011 - 6/30/2012 Funding Source: N/A	Student Life/SBVC	\$3-\$5 Discount	SSutorus
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Sizzler Restaurant	(7824) ASB Discount Program - 15% Discount on Total Check Amount with the Exception of Any Alcoholic Beverages or Already Discounted Specials with Valid ASB Card Term: 7/1/2011 - 6/30/2012 Funding Source: N/A	Student Life/SBVC	15% Discount	SSutorus
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SubTotal for ASB Discount Program: 2

Clinicals

Colton, City of	(7767) Clinical site for EMS program participants Term: 7/1/2011 - 6/30/2016 Funding Source: N/A	Program Development/CHC	No Cost	SSutorus
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<i>Contract Type</i>	<i>Firm</i>	<i>Purpose and Information</i>	<i>Department / Location</i>	<i>Amount</i>	<i>Signed</i>
<u>Clinicals</u>					
	Riverside County Regional MC	(7828) Clinical - clinical experience agreement - clinical site for Respiratory Care program participants Term: 7/1/2011 - 6/30/2016 Funding Source: N/A	Program Development/CHC	No Cost	SSutorus
	San Antonio Community Hospital	(7834) Affiliation Agreement - Clinical Site for EMS Program Term: 10/1/2011 - 9/30/2012 Funding Source: N/A	Program Development/CHC	No Cost	SSutorus
<i>SubTotal for Clinicals: 3</i>					
<u>General</u>					
	Argus Software	(7811) Software License for Argus Version 15 for 50 users LAN version and Argus Version 15 Single PC version Term: 11/14/2011 - 11/13/2012 Funding Source: N/A	Mathematics/SBVC	No Cost	SSutorus
	Boys & Girls Club of San Bernardino	(7829) Off-Campus Workstudy Site for SBVC's Federal Workstudy Participants Term: 7/1/2011 - 6/30/2012 01-00-01-8301-0160-2383.00-6899 Notes - This is an acceptable use of categorical/grant/bond/trust funds Funding Source: Federal Grant	Financial Aid/SBVC	No Added Cost	SSutorus

<i>Contract Type</i>				
<i>Firm</i>	<i>Purpose and Information</i>	<i>Department / Location</i>	<i>Amount</i>	<i>Signed</i>
<u>General</u>				
Build2Media	(7804) Software License - Influx HTMLS plus Influx Flash Player Manual Processing Term: 11/10/2011 - 11/9/2012 01-00-03-8103-0236-5830.00-6150 Notes - This is an acceptable use of categorical/grant/bond/trust funds Funding Source: State Grant	DETS/SBCCD	\$105.90	SSutorus
California Surfacing	(7833) Service - Resurfacing six concrete tennis courts Term: 11/15/2011 - 6/30/2012 41-36-25-9520-0000-5640.00-7100 Funding Source: Capital Outlay	Maintenance/CHC	\$23,050.00	SSutorus
Career Cruising - The Complete Guidance System	(7781) Online Service License Renewal for 10 licenses at San Bernardino County middle schools as part of PDC grant to promote math and science: \$495 per year, per school for three years Term: 7/1/2011 - 6/30/2014 01-15-35-8115-0470-5830.00-6899 Notes - This is an acceptable use of categorical/grant/bond/trust funds Funding Source: Federal Grant	PDC/SBCCD	\$5,333.62	SSutorus

<i>Contract Type</i>	<i>Firm</i>	<i>Purpose and Information</i>	<i>Department / Location</i>	<i>Amount</i>	<i>Signed</i>
<u>General</u>					
	Citadel Environmental	(7838) Service - Limited Indoor Air Quality investigation services for Liberal Arts Building Term: 11/14/2011 - 6/30/2012 01-29-15-9508-0231-5120.00-7100 Notes - This is an acceptable use of categorical/grant/bond/trust funds Funding Source: State Grant	Maintenance/SBVC	\$2,561.50	SSutorus
	Community College League of CA	(7798) Master renewal for periodicals database for libraries Term: 7/1/2011 - 6/30/2012 01-73-02-8106-0000-5830.00-6120 Notes - This is an acceptable use of categorical/grant/bond/trust funds Funding Source: Other Non-General	Library/CHC	\$26,070.67	SSutorus
	ComputerLand of Silicon Valley	(7817) License Agreement - Agreement for Barracuda Energized updates and Barracuda 1 years instant replacement for One Calendar Year Term: 1/1/2012 - 12/31/2012 01-00-03-9010-0000-5830.00-6780 Funding Source: General Funds	DETS/SBCCD	\$1,996.00	SSutorus
	ComputerLand of Silicon Valley	(7831) Software licenses for ACAD ESSEN package with system backup Term: 11/1/2011 - 12/31/2012 01-00-03-9110-0000-5639.00-6780 Funding Source: General Funds	DETS/SBCCD	\$1,920.00	SSutorus

<i>Contract Type</i>	<i>Firm</i>	<i>Purpose and Information</i>	<i>Department / Location</i>	<i>Amount</i>	<i>Signed</i>
<u>General</u>	ComputerLand of Silicon Valley	(7778) Software Symantec Acad BE 2010 Active Directory Term: 11/10/2011 - 11/9/2012 01-00-03-9010-0000-5639.00-6780 Funding Source: General Funds	DETS/SBCCD	\$675.00	SSutorus
	Dell Computer Company	(7842) Software ACAD 12MO RNWL Protection Suite Enterprise ED 4.0 PER U 2000 License Term: 12/1/2011 - 11/30/2012 01-00-03-9010-0000-5830.00-6780 Funding Source: General Funds	DETS/SBCCD	\$14,700.00	SSutorus
	e.LocalLink	(7816) Service production of Video Term: 11/14/2011 - 6/30/2012 01-00-01-9002-0000-5120.00-6600 Funding Source: General Funds	President/SBVC	\$5,000.00	SSutorus
	Emantras, Inc	(7839) Website designing and CMS integration for Economic Development and Corporate Training Center Term: 12/8/2011 - 6/30/2012 01-00-35-8115-0305-5120.00-6820 Notes - This is an acceptable use of categorical/grant/bond/trust funds Funding Source: Other Non-General	PDC/SBCCD	\$10,500.00	SSutorus

<i>Contract Type</i>	<i>Firm</i>	<i>Purpose and Information</i>	<i>Department / Location</i>	<i>Amount</i>	<i>Signed</i>
<u>General</u>	Eureka	(7789) Software License - Site license for Eureka software, a career information system Term: 9/1/2011 - 8/31/2012 01-00-02-8207-0000-5830.00-6320 Funding Source: General Funds	Counseling/CHC	\$1,190.81	SSutorus
	Eureka	(7802) Software License - Site license for Eureka software, a career information system Term: 12/1/2011 - 11/30/2012 01-00-01-8220-0000-5830.00-6330 Funding Source: General Funds	Counseling/SBVC	\$2,154.60	SSutorus
	Evans Teamwear	(7843) Service - Production of SBVC Baseball Team's caps for two years Term: 12/1/2011 - 11/30/2013 01-00-01-1500-0000-5120.00-6961 Funding Source: General Funds	Athletics/SBVC	\$1,000.00 Per Year	SSutorus
	FastSigns	(7735) Service - Construct custom parking lot signs for the District site Term: 9/29/2011 - 11/30/2011 01-00-35-9514-0304-4500.00-7100 Notes - This is an acceptable use of categorical/grant/bond funds Funding Source: Parking Fee	Facilities Planning/SBCCD	\$384.48	SSutorus

<i>Contract Type</i>	<i>Firm</i>	<i>Purpose and Information</i>	<i>Department / Location</i>	<i>Amount</i>	<i>Signed</i>
<u>General</u>	Foundation for California CC	(7815) Software License for ARC View site license Term: 4/1/2012 - 3/31/2013 01-00-03-9010-0000-5830.00-6780 Funding Source: General Funds	DETS/SBCCD	\$4,978.10	SSutorus
	Highland Springs Resort	(7769) Rental - Block room rental with meeting room for Great Teacher's Retreat Term: 2/9/2012 - 2/11/2012 01-16-15-9018-0502-5200.00-6750 Notes - This is an acceptable use of categorical/grant/bond/trust funds Funding Source: State Grant	Instruction/SBVC	\$8,300.00	SSutorus
	ICS Service Co	(7790) Service - Provide NFPA 72 Fire Alarm Inspection on SBVC Campus Term: 11/10/2011 - 6/30/2012 01-00-01-9508-0000-5120.00-6770 Funding Source: General Funds	Maintenance/SBVC	\$13,672.00	SSutorus
	Inland Empire Tours & Trans	(7793) Bus Rental for field trip to Wrightwood, CA Term: 11/19/2011 - 11/19/2011 01-00-01-4671-0000-5611.00-2206 Funding Source: General Funds	Science/SBVC	\$1,200.00	SSutorus

<i>Contract Type</i>	<i>Firm</i>	<i>Purpose and Information</i>	<i>Department / Location</i>	<i>Amount</i>	<i>Signed</i>
<u>General</u>					
	Lilien, LLC	(7809) Purchase agreement for the purchase of equipment for Datatel server upgrade project Term: 12/9/2011 - 6/30/2012 41-00-03-9627-0000-6410.00-7100 Funding Source: Capital Outlay	DETS/SBCCD	\$424,910.69	SSutorus
	lynda.com	(7819) Software - Purchase of ten "lyndaPro" software licenses Term: 11/14/2011 - 6/30/2012 01-00-03-8103-0000-5830.00-6150 Funding Source: General Funds	DETS/SBCCD	\$3,250.00	SSutorus
	Market Based Solutions (MBS)	(7813) Emission Credits for South Coast Air Quality Management District (SCAQMD) Rule 2202 compliance and MSERC Transaction Registration Rule 308(c)(5)(n) Term: 1/1/2012 - 12/31/2013 01-00-01-9100-0000-5809.00-6770 Funding Source: General Funds	Maintenance/SBVC	\$25,776.00 Total contract value	SSutorus
	McGraw-Hill	(7779) Non-disclosure Agreement for EduStream Term: 11/10/2011 - 12/1/2011 Funding Source: N/A	DETS/SBCCD	No Charge	SSutorus

<i>Contract Type</i>				
<i>Firm</i>	<i>Purpose and Information</i>	<i>Department / Location</i>	<i>Amount</i>	<i>Signed</i>
<u>General</u>				
Network Solutions	(7795) Domain Name Renewal for EDUSTREAM.ORG with private registration Term: 1/1/2012 - 12/31/2021 01-00-35-8103-0236-5830.00-6150 Notes - This is an acceptable use of categorical/grant/bond/trust funds Funding Source: State Grant	DETS/SBCCD	\$278.82	SSutorus
Pena, Luis A DBA Tech 4 Fit	(7569) Service - On Demand repair and maintenance of fitness equipment: Amendment 1 - Increase amount by \$1,265 Term: 7/1/2011 - 6/30/2012 01-00-01-1510-0000-5640.00-0835 Funding Source: General Funds	Physical Education/SBVC	\$4,265.00	SSutorus
Perceptive Software, Inc	(7826) Software license - Legacy test to full test env replication and Database Services Platform Migration; plus \$600 per year annual support and maintenance Term: 11/14/2011 - 6/30/2016 01-00-03-9010-0000-5830.00-6780 Funding Source: General Funds	DETS/SBCCD	\$10,200.00 Plus \$600 per year	SSutorus

<i>Contract Type</i>	<i>Firm</i>	<i>Purpose and Information</i>	<i>Department / Location</i>	<i>Amount</i>	<i>Signed</i>
<u>General</u>					
	Rayne Water Conditioning	(7775) Service/Rental - Tank Rental and Water Treatment Services for the New Microbiology Labs Term: 10/1/2011 - 6/30/2012 01-00-02-4690-0000-5531.00-0401 Funding Source: General Funds	Science/CHC	\$614.25	SSutorus
	Rialto Unified School District	(7806) Rental of multi-use room and four classrooms at Kolb Middle School for Robotics training Term: 9/20/2011 - 10/22/2011 Funding Source: N/A	PDC/SBCCD	No Cost	SSutorus
	San Francisco Paramedic Asso	(7840) Affiliation Training Center Agreement for "EMPACT" training center site authorization Term: 11/21/2011 - 6/30/2016 Funding Source: N/A	Program Development/CHC	No Cost	SSutorus
	SCAQMD	(7773) Filling Fee Rule 2202 Registration for Site Id #72194 (SBVC) Term: 11/1/2011 - 6/30/2012 01-00-01-9100-0000-5809.00-6770 Funding Source: General Funds	Maintenance/SBVC	\$600.00	SSutorus

<i>Contract Type</i>	<i>Firm</i>	<i>Purpose and Information</i>	<i>Department / Location</i>	<i>Amount</i>	<i>Signed</i>
<u>General</u>					
	Small Manufacturers' Institute (SMI)	(7820) Service - To facilitate the activities outlined in the 2010-2011 Career Technical Education Community Collaborative Grant Funded through California Community College Chancellor's Office: Middle School Cadere Project, Parent Forums and Tech Explorer Pilot Build Term: 9/13/2011 - 5/31/2012 01-15-35-8115-0470-5120.00-6899 Notes - This is an acceptable use of categorical/grant/bond/trust funds Funding Source: State Grant	PDC/SBCCD	\$33,000.00	SSutorus
	STA	(7797) Software license to access SW Updates Term: 11/1/2011 - 12/31/2011 01-00-03-9010-0000-5639.00-6780 Funding Source: General Funds	DETS/SBCCD	\$674.00	SSutorus
	STA	(7796) Software support and licensing for HP products Term: 11/1/2011 - 12/31/2011 01-00-03-9010-0000-5639.00-6780 Funding Source: General Funds	DETS/SBCCD	\$13,366.00	SSutorus

<i>Contract Type</i>	<i>Firm</i>	<i>Purpose and Information</i>	<i>Department / Location</i>	<i>Amount</i>	<i>Signed</i>
<u>General</u>					
	Synergistic Mailing Services	(7805) Service - Mail Processing for 1,500 Foundation Annual Reports Term: 11/10/2011 - 12/31/2011 01-00-02-9016-0000-5120.00-6600 Funding Source: General Funds	Resource/CHC	\$350.00	SSutorus
	Think Together	(7830) Off-Campus Workstudy Site for SBVC's Federal Workstudy Participants Term: 7/1/2011 - 6/30/2012 01-00-01-8301-0160-2383.00-6899 Notes - This is an acceptable use of categorical/grant/bond/trust funds Funding Source: Federal Grant	Financial Aid/SBVC	No Added Cost	SSutorus
	Three M (3M) Occupational Health	(7823) Service - Online Respirator Medical Evaluations 20 tests at \$28 per test Term: 11/10/2011 - 6/30/2012 01-00-15-9508-0177-5830.00-6770 Notes - This is an acceptable use of categorical/grant/bond/trust funds Funding Source: Other Non-General	Maintenance/SBVC	\$560.00	SSutorus
	Three M (3M) Occupational Health	(7821) Service - Online Respirator Medical Evaluations 35 tests at \$28 per test Term: 11/14/2011 - 6/30/2012 01-73-02-9002-0235-5830.00-4999 Notes - This is an acceptable use of categorical/grant/bond/trust funds Funding Source: Other Non-General	Administrative Services/CHC	\$980.00	SSutorus

<i>Contract Type</i>				
<i>Firm</i>	<i>Purpose and Information</i>	<i>Department / Location</i>	<i>Amount</i>	<i>Signed</i>
<u>General</u>				
Toshiba	(7770) Purchase agreement for the acquisition of Portege R830 computer with case Term: 11/10/2011 - 1/31/2012 01-12-03-8115-0448-6410.00-6840 Notes - This is an acceptable use of categorical/grant/bond/trust funds Funding Source: State Grant	PDC/SBCCD	\$1,646.67	SSutorus
Universal Hospital Service	(7844) Rental - On demand rental of respiratory equipment for use in lab setting Term: 9/1/2011 - 8/31/2012 01-00-02-5622-0000-5610.00-1210 Funding Source: General Funds	Respiratory Care/CHC	\$1,328.00	SSutorus
ViaTRON Systems, Inc	(7799) Digital document conversion of paper Financial Aid records Term: 11/11/2011 - 6/30/2012 01-00-25-8301-0161-5120.00-6460 Notes - This is an acceptable use of categorical/grant/bond/trust funds Funding Source: State Grant	Financial Aid/CHC	\$8,950.00	SSutorus

<i>Contract Type</i>				
<i>Firm</i>	<i>Purpose and Information</i>	<i>Department / Location</i>	<i>Amount</i>	<i>Signed</i>
<u>General</u>				
Villasenor, Stephen	(7753) Develop, write and submit a grant proposal to the U.S. Department of Labor H-1B Technical Skills Training Grant: Amendment 1 - time extension only Term: 10/7/2011 - 11/17/2011 01-00-35-8115-0305-5120.00-6820 Notes - This is an acceptable use of categorical/grant/bond/trust funds Funding Source: Other Non-General	PDC/SBCCD	\$7,500.00	SSutorus
Vista Environmental Consulting, LLC	(7812) Hazardous Materials Consulting Services Term: 11/14/2011 - 6/30/2012 41-36-25-9520-0000-5640.00-7100 Funding Source: Capital Outlay	Maintenance/CHC	\$3,900.00	SSutorus
Waltery Insurance Brokers	(7787) Service - Insurance for Broadcaster Liability Coverage for KVCR Not to Exceed \$7,000 Per Year; Contract Period 12-31-2011 to 12-31-2014 Term: 12/31/2011 - 12/31/2014 74-00-03-8110-0107-5420.00-7099 Notes - This is an acceptable use of categorical/grant/bond/trust funds Funding Source: KVCR Funds	KVCR/SBCCD	\$21,000.00 Not to exceed	SSutorus

<i>Contract Type</i>	<i>Firm</i>	<i>Purpose and Information</i>	<i>Department / Location</i>	<i>Amount</i>	<i>Signed</i>
<u>General</u>					
	WealthEngine Inc	(7803) Online Service License - One year access for three users for Find Wealth online search engine Term: 10/1/2011 - 9/30/2012 01-00-02-9016-0000-5830.00-6600 Funding Source: General Funds	Resource/CHC	\$2,750.00	SSutorus
<i>SubTotal for General: 46</i>					
<u>Income - Facilities Use</u>					
	CYSAS SBS Foundation	(7832) Facilities Use - Use of CHC Campus Hills behind campus for Triathlon Term: 10/8/2011 - 10/8/2011 Funding Source: N/A	Administrative Services/CHC	\$1,306.22	SSutorus
	CYSL So Cal Fire Soccer Club - Cal State Soccer Association	(7766) Use of Soccer Field for youth soccer club Term: 11/8/2011 - 6/28/2012 Funding Source: N/A	Maintenance/SBVC	Waived	SSutorus
	San Bernardino Pop Warner	(7777) Use of Football Field Term: 9/18/2011 - 11/12/2011 Funding Source: N/A	Maintenance/SBVC	Waived	SSutorus

<i>Contract Type</i>	<i>Firm</i>	<i>Purpose and Information</i>	<i>Department / Location</i>	<i>Amount</i>	<i>Signed</i>
<u>Income - Facilities Use</u>					
	TJ Striders Youth Track/Field Club	(7776) Facilities Use - Use of track and fields for youth track club Term: 11/17/2011 - 8/2/2012 Funding Source: N/A	Maintenance/SBVC	Waived	SSutorus
<u>SubTotal for Income - Facilities Use: 4</u>					
<u>Income - General</u>					
	California Department of Ed	(7768) Contract Services ATPC to provide to Department Education learning materials Term: 12/1/2011 - 11/30/2013 01-00-03-9020-0000-8839.00-0000 Funding Source: N/A	DETS/ATPC/SBCCD	\$450,000.00	SSutorus
	Chaffey CCD	(7792) MOU - Participation agreement to include planning and facilitation of the Counselor's Conclave Conference Term: 10/6/2011 - 12/6/2011 01-15-35-8115-0470-5120.00-6899 Funding Source: N/A	PDC/SBCCD	\$5,100.00	SSutorus

<i>Contract Type</i>	<i>Firm</i>	<i>Purpose and Information</i>	<i>Department / Location</i>	<i>Amount</i>	<i>Signed</i>
<u>Income - General</u>					
	Desert CCD	(7822) MOU - Participation agreement to include planning and facilitation of the Counselor's Conclave Conference Term: 10/6/2011 - 12/6/2011 01-15-35-8115-0470-5120.00-6899 Funding Source: N/A	PDC/SBCCD	\$2,125.00	SSutorus
	Moreno Valley Unified SD	(7774) CISCO Networking Academy participation agreement for Vista del Lago High School Term: 7/1/2011 - 6/30/2012 01-00-02-4633-0173-8839.00-0000 Funding Source: N/A	Science/CHC	\$2,700.00	SSutorus
	Regents of University of CA, The	(7841) Funding award to help support training to Puente program providers Term: 7/1/2011 - 6/30/2012 01-00-01-8212-0355-8659.00-0000 Funding Source: N/A	Counseling/SBVC	\$1,500.00	SSutorus
	Riverside CCD	(7800) CISCO Networking Academy - Experienced CCNA Academy Term: 7/1/2011 - 6/30/2012 01-00-02-4630-0173-8839.00-0000 Funding Source: N/A	Science/CHC	\$400.00	SSutorus

<i>Contract Type</i>	<i>Firm</i>	<i>Purpose and Information</i>	<i>Department / Location</i>	<i>Amount</i>	<i>Signed</i>
<u>Income - General</u>					
<i>SubTotal for Income - General: 6</i>					
<u>Income - Grant</u>					
	California Council for the Humanities	(7771) Grant - "Sharing our Stories: Diversity in the Inland Empire" project to create and perform a live performance to share myths and truths of each culture within the Inland Empire Term: 9/27/2011 - 6/30/2012 01-00-02-3576-0240-8820.00-0000 Funding Source: N/A	Theater Arts/CHC	\$10,000.00	SSutorus
	California Department of Ed	(7788) Grant Application - Continued funding application for fiscal year 2012-2013 for State Preschool and General Child Care Grants Term: 7/1/2012 - 6/30/2013 72-00-01-8306-0203-8624.00-0000 72-00-01-8306-0205-8624.00-0000 Funding Source: N/A	Child Care Center/SBVC	None	SSutorus

<i>Contract Type</i>	<i>Firm</i>	<i>Purpose and Information</i>	<i>Department / Location</i>	<i>Amount</i>	<i>Signed</i>
<u>Income - Grant</u>					
	San Bernardino County Superintendent of Schools	(7032) Grant - AB212 Educational Stipend Program: Rate Schedule - \$150 per recipient as administration fee; reimbursement for training is limited to \$9,999 per training: Amendment 1 - Agency to receive 7% of base stipend amount for administration of application process Term: 7/1/2010 - 6/30/2015 72-00-02-8306-0000-8890.00-0000 72-00-01-8306-0000-8890.00-0000 Funding Source: N/A	Child Development/SBVC-CHC Per Rate Schedule		SSutorus
	San Francisco CCD	(7827) Grant - California Early Childhood Mentor Program; Reimbursement for operation of a local mentor program Term: 8/1/2011 - 7/31/2012 Funding Source: N/A	Program Development/CHC Direct Reimbursement	\$775.00	SSutorus
<u>SubTotal for Income - Grant: 4</u>					
<u>Joint Power/Piggyback Purchase</u>					
	Apple Computers, Inc	(7765) Piggyback bid from Glendale Unified School District Term: 11/5/2008 - 11/5/2013 41-00-03-9627-0000-6410.00-7100 Funding Source: Capital Outlay	Purchasing/SBCCD	\$127,328.40	SSutorus

<i>Contract Type</i>	<i>Firm</i>	<i>Purpose and Information</i>	<i>Department / Location</i>	<i>Amount</i>	<i>Signed</i>
<u>Joint Power/Piggyback Purchase</u>					
	Dell Computer Company	(7814) WSCA Piggyback - Purchase of Optiplex 790 computers for computer rotation program through DETS Department: WSCA B27160 Term: 12/8/2011 - 6/30/2012 41-00-03-9627-0000-6410.00-7100 Funding Source: Capital Outlay	Purchasing/SBCCD	\$202,153.74	SSutorus
<u>SubTotal for Joint Power/Piggyback Purchase: 2</u>					
<u>Maintenance Agreement</u>					
	ABM Business Machines, Inc	(7748) Maintenance on Formax Burster serial number 12175 Term: 11/18/2011 - 6/30/2012 01-00-03-8103-0261-5637.00-6150 Notes - This is an acceptable use of categorical/grant/bond/trust funds Funding Source: State Grant	DETS/ATPC/SBCCD	\$1,114.18	SSutorus
	Climatec	(7808) Technical support for energy management and control system Term: 11/1/2011 - 6/30/2012 01-00-02-9506-0000-5631.00-6510 Funding Source: General Funds	Maintenance/CHC	\$2,560.00	SSutorus

<i>Contract Type</i>	<i>Firm</i>	<i>Purpose and Information</i>	<i>Department / Location</i>	<i>Amount</i>	<i>Signed</i>
<u>Maintenance Agreement</u>					
Coverall Health-Based Cleaning System	(7794) Janitorial Service for the ATPC Site in Camarillo Term: 11/17/2011 - 6/30/2012 01-00-03-8103-0261-5120.00-6150 Notes - This is an acceptable use of categorical/grant/bond/trust funds Funding Source: State Grant	DETS/ATPC/SBCCD	\$159.00 Per Month	SSutorus	
Docuproducts	(7801) Konica Minolta copier maintenance serial number 50GE09417 ID number 10504 Term: 11/18/2011 - 6/30/2012 01-00-03-8103-0261-5637.00-6150 Notes - This is an acceptable use of categorical/grant/bond/trust funds Funding Source: State Grant	DETS/ATPC/SBCCD	\$400.00	SSutorus	
Norcom	(7825) Maintenance agreement on Samsung equipment for ATPC: 2 CLP8610nd and 3 CL510n Term: 11/14/2011 - 6/30/2012 01-00-03-8103-0261-5637.00-6150 Notes - This is an acceptable use of categorical/grant/bond/trust funds Funding Source: State Grant	DETS/ATPC/SBCCD	\$945.00	SSutorus	

<i>Contract Type</i>	<i>Firm</i>	<i>Purpose and Information</i>	<i>Department / Location</i>	<i>Amount</i>	<i>Signed</i>
<u>Maintenance Agreement</u>					
	Orkin Commercial Services	(7807) Pest control maintenance - insects and rodents Term: 7/1/2011 - 6/30/2012 01-00-02-9504-0000-5635.00-6550 Funding Source: General Funds	Maintenance/CHC	\$4,428.00	SSutorus
	Singlewire Software, LLC	(7810) Software maintenance service Term: 11/14/2011 - 11/13/2012 01-00-03-9010-0000-5639.00-6780 Funding Source: General Funds	DETS/SBCCD	\$7,125.00	SSutorus
	Stanley Security Solutions	(7836) Fire alarm installation with a monitoring fee of \$45 per month Planetarium Portables Term: 11/21/2011 - 6/30/2016 01-00-01-9508-0000-5630.00-6770 Funding Source: General Funds	Maintenance/SBVC	\$150.00 Plus Monitoring	SSutorus
	Stanley Security Solutions	(7837) Intrusion alarm installation with a monitoring fee of \$89 per month Planetarium Portables Term: 11/21/2011 - 6/30/2016 01-00-01-9508-0000-5630.00-6770 Funding Source: General Funds	Maintenance/SBVC	\$150.00 Plus monitoring	SSutorus
<i>SubTotal for Maintenance Agreement: 9</i>					

<i>Contract Type</i>	<i>Firm</i>	<i>Purpose and Information</i>	<i>Department / Location</i>	<i>Amount</i>	<i>Signed</i>
<u>Sheriff On Site Supervisor</u>					
	Ixco, Rafael Alberto	(7551) Sheriff's On Site Supervisor for Basic Academy Term: 7/1/2011 - 6/30/2014 Funding Source: N/A	Police Science/SBCCD	No Cost	SSutorus
<u>SubTotal for Sheriff On Site Supervisor: 1</u>					
<u>Subgrantee</u>					
	Chaffey CCD	(7786) WIA Grant project - EDD Green Innovative Jobs Term: 11/1/2011 - 3/31/2013 01-00-03-8115-0474-5120.00-6820 Notes - This is an acceptable use of categorical/grant/bond/trust funds Funding Source: State Grant	PDC/SBCCD	\$114,880.00	SSutorus
	Colton Redlands Yucaipa ROP	(7784) WIA Grant project - EDD Green Innovative Jobs Term: 11/1/2011 - 3/31/2013 01-00-03-8115-0474-5120.00-6840 Notes - This is an acceptable use of categorical/grant/bond/trust funds Funding Source: State Grant	PDC/SBCCD	\$25,000.00	SSutorus

<i>Contract Type</i>				
<i>Firm</i>	<i>Purpose and Information</i>	<i>Department / Location</i>	<i>Amount</i>	<i>Signed</i>
<i>Subgrantee</i>				
Community Action Partnership of San Bernardino	(7772) Provide weatherization specialist training and certification as part of the WIA Grant project Term: 11/1/2011 - 3/31/2013 01-00-03-8115-0474-5120.00-6840 Notes - This is an acceptable use of categorical/grant/bond/trust funds Funding Source: State Grant	PDC/SBCCD	\$63,000.00	SSutorus
Uncommon Good	(7785) WIA Grant project - EDD Green Innovative Jobs Term: 11/1/2011 - 3/31/2013 01-00-03-8115-0474-5120.00-6840 Notes - This is an acceptable use of categorical/grant/bond/trust funds Funding Source: State Grant	PDC/SBCCD	\$30,000.00	SSutorus
<i>SubTotal for Subgrantee: 4</i>				
<i>Grand Total Contracts for Board Date 12/8/2011: 81</i>				

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Bruce Baron, Chancellor
REVIEWED BY: Charlie Ng, Vice Chancellor, Fiscal Services
PREPARED BY: Steven Sutorus, Business Manager
DATE: December 8, 2011
SUBJECT: Consideration of Approval of Professional Services Contracts/Agreements

RECOMMENDATION

It is recommended that the Board of Trustees approve the attached list of Professional Services contracts/agreements.

OVERVIEW

In accordance with Board policy 6340, Section A, Sub-section 3, the attached list of contracts for Professional Services, Consultants and Legal Services is submitted for approval.

ANALYSIS

The attached list of contracts and agreements are for fiscal audits, legal services and other professional services that are needed by the District.

BOARD IMPERATIVE

III. Resource Management for Efficiency, Effectiveness and Excellence

FINANCIAL IMPLICATIONS

The contracts/agreements on the attached list are budgeted for via purchase orders or, in the case of new grants, via budget adjustments.

Contracts for Approval

Scheduled Board Date 12/8/2011

Contract Type

<i>Firm</i>	<i>Purpose and Information</i>	<i>Department / Location</i>	<i>Amount</i>	<i>Signed</i>
Consultants				
International Association of Campus Law Enforcement Admin	(7764) Consultant to conduct site visit and evaluation of District Police Department for plan to improve administration, management and operations Term: 12/9/2011 - 6/30/2012 01-00-03-9503-0000-5120.00-6770 Funding Source: General Funds	District Police/SBCCD	\$15,000.00	SSutorus

SubTotal for Consultants: 1

Legal - Investigations

Employment Matters Counseling & Consulting, LLC	(7780) Legal - Investigation into personnel complaints and issues Term: 11/15/2011 - 6/30/2012 01-00-03-9004-0000-5120.00-6730 Funding Source: General Funds	Human Resources/SBCCD	\$10,000.00 Not to exceed	SSutorus
Employment Matters Counseling & Consulting, LLC	(7521) Legal - Investigation into personnel complaints and issues: Amendment 1 - to change term dates Term: 7/7/2011 - 11/14/2011 01-00-03-9004-0000-5120.00-6730	Human Resources/SBCCD	\$19,000.00 Not to exceed	SSutorus

SubTotal for Legal - Investigations: 2

<i>Contract Type</i>	<i>Firm</i>	<i>Purpose and Information</i>	<i>Department / Location</i>	<i>Amount Signed</i>
<i>Professional Services</i>				
	C.E.G. Investigations	(7835) Service - Hearing Appeals Officer as Required Under the California Vehicle Code 40215 and 21113(a) all calls are a three hour minimum Term: 12/9/2011 - 6/30/2012 01-00-03-9503-0000-5120.00-6770 Funding Source: General Funds	District Police/SBCCD	\$60.00 Per Hour SSutorus
	Patterson, Ernestine	(7783) Final Production Assistant II - Prints and processes tactile graphics, compiles text and illustrations into bound volume, packages for shipping, and enters shipping and cataloging data into databases. Preps publishers and scan computer files for Braille transcription software. Term: 7/1/2011 - 6/30/2012 01-00-03-9020-0000-5113.00-6199 Notes - This is an acceptable use of categorical/grant/bond/trust funds Funding Source: Other Non-General	DETS/ATPC/SBCCD	\$11.00 Per Hour SSutorus
	Pember, Sharon	(7782) Final Production Assistant - Senior - Prints and processes tactile graphics, compiles text and illustrations into bound volume, packages for shipping, and enters shipping and cataloging data into databases. Term: 7/1/2011 - 6/30/2012 01-00-03-9020-0000-5113.00-6199 Notes - This is an acceptable use of categorical/grant/bond/trust funds Funding Source: Other Non-General	DETS/ATPC/SBCCD	\$15.00 Per Hour SSutorus

Contract Type

Firm

Purpose and Information

Department / Location

Amount Signed

SubTotal for Professional Services: 3

Grand Total Contracts for Board Date 12/8/2011: 6

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Bruce Baron, Chancellor
REVIEWED BY: Charlie Ng, Vice Chancellor, Fiscal Services
PREPARED BY: Crispina Ongoco, Director of Fiscal Services
DATE: December 8, 2011
SUBJECT: Consideration of Approval of Budget Adjustments

RECOMMENDATION

It is recommended that the Board of Trustees approve the attached Budget Adjustments.

OVERVIEW

Budget Adjustments are submitted for Board review and approval.

ANALYSIS

In compliance with the Budget Adjustment procedure required by the County Superintendent of Schools, these budget adjustments are submitted for Board review and approval. These actions reflect the adjustments necessary to line item budget allocations to conduct the business of the District and to remain in compliance with sound fiscal practices.

BOARD IMPERATIVE

III. Resource Management for Efficiency, Effectiveness, and Excellence

FINANCIAL IMPLICATIONS

The various budgets are impacted as indicated on the attached adjustments.

Budget Adjustment 2011-2012

7/11/11

Date <u>7/7/2011</u>	Location <u>San Bernardino Valley College</u>	Responsibility Center Manager <u>Dr. Debra Daniels</u> <u>Dr. Debra Daniels</u>	President <u>Dr. Debra Daniels</u> <i>11/9/11</i>
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INCOME

Fund	Lf Sp	Site	Program	Subpro	Object	Type	Account Name	Amount in \$'s
01	46	01	8120	0266	8626.00	0000	CalWORKs	\$ (24,799.00)
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
TOTAL								\$ (24,799.00)

EXPENSES

Fund	Lf Sp	Site	Program	Subpro	Object	Type	Account Name	Amount in \$'s
01	46	01	8120	0266	1201.00	6499	Cert. Mngr.	\$ (12,399.50)
01	46	01	8120	0266	1201.00	6470	Cert. Mngr.	\$ (12,399.50)
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
TOTAL								\$ (24,799.00)

JUSTIFICATION

Augmentation made to reflect the decrease in CalWORKs Program budget allocation for fiscal year 2011-2012.

Controller <i>Cunyo</i>	Chancellor	Board Action Date <i>12/8/11</i>
Batch Transfer Number/Reference #	Posted By:	Date:

Budget Adjustment 2011-2012

57 11/9/11

Date <u>11/9/2011</u>	Location <u>San Bernardino Valley College</u>	Responsibility Center Manager <u>Dr. Debra Daniels</u> <u>Dr. Debra Daniels</u>	President <i>[Signature]</i> <u>Dr. Debra Daniels</u> <i>11/9/11</i>
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INCOME

Fund	Lf Sp	Site	Program	Subpro	Object	Type	Account Name	Amount in \$'s
01	45	01	8120	0265	8140.00	0000	TANF Federal	\$ (15,654.00)
01	45	01	8120	0265	8625.00	0000	TANF State	\$ (15,654.00)
								\$ -
								\$ -
								\$ -
								\$ -
TOTAL								\$ (31,308.00)

EXPENSES

Fund	Lf Sp	Site	Program	Subpro	Object	Type	Account Name	Amount in \$'s
01	45	01	8120	0265	1201.00	6499	Cert. Mngr.	\$ (28,459.40)
01	45	01	8120	0265	3160.00	6499	Benefits	\$ (2,348.04)
01	45	01	8120	0265	3346.00	6499	Benefits	\$ (500.56)
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
TOTAL								\$ (31,308.00)

JUSTIFICATION

Augmentation adjustment made to reflect decrease in TANF budget for fiscal year 2011/2012.

Controller <i>[Signature]</i>	Chancellor	Board Action Date <i>12/8/11</i>
Batch Transfer Number/Reference #	Posted By:	Date:

BUDGET ADJUSTMENT

Date	Location	Responsibility Center Manager	President
9/27/11	SBVC	Debra S. Daniels	Oct 9/29/11

Account

Fund	LI Sp	Site	Program	Subpro	Object	Type	Account Name	Amount in \$s
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INCOME

01	00	00	0000	0000	9797.00	0000	Fall Out	137,970

EXPENSE

01	00	15	8107	0000	1480.00	6110	Non-Instructional Hrly.	10,000.-
01	00	15	8106	0000	6300.00	6120	Library Books - Expansion	40,000.-
01	00	15	9002	0000	6300.00	6120	Library Books - Expansion	40,000.-
01	00	15	9002	0000	5830.00	6120	Software / On-site / Internet Serv.	47,970.-
01	00	15	9002	0000	5809.00	0000	Other Expense	3,226,370.-

JUSTIFICATION

Moved into accts. for Campus projects.

Controller	Chancellor	Board Action Date
<i>Cummins</i>		12/8/11
Batch Transfer Number / Reference #	Posted By:	Date:
120173	SR	11/10

SBCCD BUDGET ADJUSTMENT

Date	Location	Responsibility	President
11/10/11	CHC	Rick Hogrefe <i>Rick Hogrefe</i>	<i>Gloria M. Harrison</i> Gloria M. Harrison

INCOME

Fund	Lf	Site	Program	Subpro	Object	Type	Account Name	Amount in \$'s
01	00	02	4633	0173	8839.00	0000	Other Contract Services	5400.00
								5400.00

EXPENSE

Fund	Lf	Site	Program	Subpro	Object	Type	Account Name	Amount in \$'s
01	00	02	4633	0173	4300.00	0701	Instructional Supplies	200.00
01	00	02	4633	0173	4430.00	0701	Software	2000.00
01	00	02	4633	0173	4500.00	0701	Noninstructional Supplies	500.00
01	00	02	4633	0173	6400.00	0701	Additional/Improved Equipment	2700.00
								5400.00

JUSTIFICATION

Yearly revenue will exceed revenue projected during developmental budget process.

Controller	Chancellor	Board Action Date
<i>Crompus</i>		12/8/11

Batch Transfer #/Ref #	Posted By	Date

BUDGET ADJUSTMENT

Date	Location	Responsibility Center Manager	President
11/08/11	CHC	Michael Strong <i>MS</i>	<i>Gloria M. Harrison</i> Gloria Harrison

ACCOUNT

Fund	LfSp	Site	Program	Subpgm	Object	Type	Account Name	Amount in \$'s
INCOME								
72	00	00	0000	0000	9751.00	0000	Income CDC	2,000.00

EXPENSE								
72	00	25	8306	0000	6410.00	6920	Additional Equipment	2,000.00

JUSTIFICATION

To allocate the partial fund balance to CDC to purchase a lamenator.

Fiscal Services	Board Action Date
<i>Cumyew</i>	12/8/11
Batch Transfer Number/Reference #	Posted By:
	Date:

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Bruce Baron, Chancellor
REVIEWED BY: Bruce Baron, Chancellor
PREPARED BY: Bruce Baron, Chancellor
DATE: December 8, 2011
SUBJECT: Consideration of Approval of Conference Attendance

RECOMMENDATION

It is recommended that the Board of Trustees approve the attached conference attendance requests.

OVERVIEW

Individual conference requests for professional growth and staff development for academic and classified staff are submitted by the campuses and the district office.

ANALYSIS

Faculty and staff attend conferences to obtain updated information on policies and procedures in their fields. In addition, conference attendance provides professional growth and staff development.

BOARD IMPERATIVE

- I. Institutional Effectiveness
- III. Resource Management for Efficiency, Effectiveness and Excellence
- IV. Enhanced and Informed Governance and Leadership

FINANCIAL IMPLICATIONS

Included in the 2011-2012 budget.

DISTRICT

GLEN KUCK and ANDREW CHANG to Philadelphia, Pennsylvania, March 3-7, 2012, to present EduStream's latest features and functionality, with time and expenses. By presenting at this conference, Dr. Kuck and Mr. Chang will be increasing the overall awareness of EduStream and its services and hopefully increasing membership. All expenses will be paid from the EduStream Grant funds.

JOHN M. FUTCH and DONALD L. SINGER to Washington, DC, February 11-16, 2012 to attend the ACCT National Legislative Summit, with expenses. The NLS will highlight the importance of community colleges and offer tools to leverage additional support at the state and local levels. Funding source is the District Chancellor's general funds.

SBVC

TATIANA VASQUEZ to Charleston, South Carolina, January 3-7, 2012 to attend the Society for Integrative and Comparative Biology conference, with time and expenses. Ms. Vasquez to actively exchange communication and network with top biologists in comparative and integrative biology as it applies to her various fields of teaching and mentoring. This will help her department in two-folds. First, it will provide insight on the main topics for a new course currently being developed for Biology transfer majors; second, she will make connections across the US with researchers who are seeking top Biology students interested in research assistantships, Master's and Ph.D. degrees. Funding source is the professional development general fund.

NICHOLAS LAPOINTE to San Antonio, Texas, January 8-11, 2012 to attend the American Football Coaches Association (AFCA) Convention, with time and expenses. Mr. Lapointe will be attending clinics and professional development activities during this convention. Funding source is the football trust account fund.

EDWARD J. SZUMSKI to Moreno Valley, California, January 10-13, 2012 to attend the Four Day Fiber Optics Training sponsored by The Light Brigade, with time and expenses. This four day training is required for Mr. Szumski recertification of his fiber optic installer certification. This training includes the latest Technology in Connectorization and is used in the Electricity 255C telephone and data networking class. Funding source is the VTEA account fund.

CHC

AARON CONTRERAS, JASMINE CORZA, MARCUS DASHOFF, CHRIS GOMEZ, KYLE HUNDLEY, JAELIN PALMER, LEANNE PERRAULT, CHRISTOPHER WALSH (Students) and ERICKA PADDOCK to Washington, DC, March 16-21, 2012, to attend the National Student Advocacy Conference, with time and expenses. This conference will provide information on the Federal budget process, history on the student labor movement, and strengthening a student government association. Students will have an opportunity to dialogue with a wide variety of students and professional organizers. All expenses will be paid from the Student Rep Fee.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Bruce Baron, Chancellor
REVIEWED BY: Bruce Baron, Chancellor
PREPARED BY: Bruce Baron, Chancellor
DATE: December 8, 2011
SUBJECT: Consideration of Approval of District/College Expenses

RECOMMENDATION

It is recommended that the Board of Trustees approve the attached requests for District/College Expenses.

OVERVIEW

Individual requests are submitted to fund expenses related to various functions planned for the colleges and district office.

ANALYSIS

BOARD IMPERATIVE

IV. Enhanced and Informed Governance and Leadership

FINANCIAL IMPLICATIONS

Included in the 2011-2012 budget.

SBVC

EVENT: Water Supply Technology & GIS Programs Advisory Committee Meeting

DATE: December 7, 2011

AMOUNT: \$350.00

ITEM: Refreshments

The SBVC Water Supply Technology & GIS Programs will host a combined advisory committee meeting on December 7, 2011. Anticipated attendance is approximately 40 professionals. This item is submitted as a ratification. Funding source is the Water Supply Technology grant fund.

EVENT: Valley-Bound Commitment Field Trip – U.C.L.A. and Museum of Tolerance

DATE: December 9, 2011

AMOUNT: \$4,728.33

ITEM: Transportation and Admission

Sponsored by the San Bernardino Valley College Foundation, this event will provide a tour of U.C.L.A. and a trip to the Museum of Tolerance for approximately 150 Valley-Bound Commitment students and staff. Carmen Rodriguez, Denise McCrary and Marc Donnhauser will chaperone this event. Funding source is the San Bernardino Valley College Foundation account.

EVENT: All Staff Campus Meeting

DATE: January 13, 2012

AMOUNT: \$3,000

ITEM: Refreshments and supplies

Annual meeting to kick off the Spring semester. Funding source is the President's Office general fund account.

EVENT: Martin Luther King, Jr. Breakfast

DATE: January 20, 2012

AMOUNT: \$3,500.00

ITEM: Refreshments, decorations, give-aways, printing, awards, and honorariums for keynote speaker and entertainment.

Sponsored by Arts, Lecture and Diversity Committee and Black Faculty and Staff Association, this event will honor Martin Luther King, Jr. Anticipated attendance is 220 community members and staff. Funding source is the Diversity and Equity general fund account.

EVENT: Women's Leadership Council – College Cruise

DATE: January 21, 2012

AMOUNT: \$500.00

ITEM: Refreshments

Sponsored by the President's Office, this event will be for "Career Exploration". Anticipated attendance is 50 community members and staff. Funding source is the Pepsi fund account.

EVENT: 2012 Western Regional Collegiate Cyber Defense Competition
DATE: March 22-25, 2012
AMOUNT: \$1,500.00
ITEM: Registration and Transportation
The SBVC Computer Information Technology Department will participate in this competition which is being held at Cal Poly Pomona. Anticipated attendance is 12 students, who make up our cyber defense team, and one faculty serving as the team's coach. Mr. Roger Powell will be the team's coach for this competition. Funding source is the Computer Technology general fund account.

CHC

EVENT: Senior Day
DATE:: March 9, 2012
AMOUNT: \$3,500
ITEM: Refreshments
Breakfast and lunch will be provided for approximately 700 local area high school students attending Senior Day.
Expenses will be paid from the Counseling Center general fund.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Bruce Baron, Chancellor
REVIEWED BY: Bruce Baron, Chancellor
PREPARED BY: Bruce Baron, Chancellor
DATE: December 8, 2011
SUBJECT: Consideration of Approval of Individual Memberships

RECOMMENDATION

It is recommended that the Board of Trustees approve the attached request for individual memberships.

OVERVIEW

ANALYSIS

Individual memberships related to job duties are submitted when institutional memberships are not available.

BOARD IMPERATIVE

- I. Institutional Effectiveness
- IV. Enhanced and Informed Governance and Leadership

FINANCIAL IMPLICATIONS

Included in the 2011-2012 budget.

SBVC

EMPLOYEE:

James Smith

MEMBERSHIP:

American Evaluation Association (AEA)

AMOUNT:

\$80

AEA helps members gain knowledge to be more effective in their jobs allowing them access to online archives and access in the AEA member directory to collect information to enhance their work. Funding source is the president's general fund account.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
 FROM: Bruce Baron, Chancellor
 REVIEWED BY: Charlie Ng, Vice Chancellor, Fiscal Services
 PREPARED BY: Diana Johnson, Bond Program Manager, Kitchell/BRj/Seville
 DATE: December 08, 2011
 SUBJECT: Consideration of Approval of Bond Measure P Construction Change Orders and Contract Amendments

RECOMMENDATION

It is recommended that the Board of Trustees approve this single action item for the Bond Measure P construction change orders and amendments. These changes are required and necessary, benefit the District, and reflect the most favorable negotiated costs.

San Bernardino Valley College – Chemistry/Physical Science						
	<u>Change #</u>	<u>Original Contract</u>	<u>Previous Changes</u>	<u>Proposed Changes</u>	<u>New Contract</u>	<u>Total CO %</u>
RC Construction	CO-06	2,409,000.00	162,386.00	-3,990.00	2,567,396.00	5.04%
RDM Electric	CO-11	2,311,800.00	301,997.00	14,538.00	2,628,335.00	9.36%
American Wrecking	CO-01	354,770.00	0	-10,880.78	343,889.22.00	-3.07%
Total Proposed Changes				-322.78		
Crafton Hills College – Learning Resource Center						
	<u>Change #</u>	<u>Original Contract</u>	<u>Previous Changes</u>	<u>Proposed Changes</u>	<u>New Contract</u>	<u>Total CO %</u>
Padua Glass Enterprise	CO-04	1,940,700.00	26,586.00	25,222.25	1,992,508.25	2.67%
Total Proposed Changes				25,222.25		

OVERVIEW

Construction change orders may be generated by a number of circumstances. These include changes directed by the District to address contractor or architect recommendations for efficiency, occupant needs, or to improve future building or space usability. California Public Contract Code 20118.4 establishes a guideline that limits construction contract change orders to 10% of the base contract amount.

A construction contract is amended when there is a change in the scope of work due to unforeseen conditions that must be corrected in order for work to proceed. Amendments alter the base contract amount and are not limited to the 10% guideline.

All change orders and amendments are approved following a specific process of review by the construction manager, architect, program/project managers, and District staff. Nonessential changes are rejected and never receive approval. Any changes determined to be essential to the health of the project and of major benefit to the District are approved and implemented.

ANALYSIS

Construction contract amendments and change orders submitted for approval this month total \$24,889.47. The percentage for this month's change orders is 0.023% of the total Measure P construction contracts of \$106,609,566.19.

The overall impact of amendments and change orders increases the Bond Measure P CIP construction contracts by \$6,248,982.18. The new overall Measure P change order percentage is 5.86%. The cost of these changes will be absorbed by bid savings; the construction projects remain within the approved budget.

BOARD IMPERATIVE

III. Resource Management for Efficiency, Effectiveness, and Excellence

FINANCIAL IMPLICATIONS

Included in the 2011-2012 Budget for Measure P.



Bond Measure P Construction Change Summary

This form must accompany all Construction Change Requests to verify that all steps of review and accountability have been met prior to submission for approval by the Board of Trustees.

Contractor: RC Construction Amount \$ (3,990)
 Campus: San Bernardino Valley College Project: New Chemistry & Physical Science Building

This Change is a(n):

- Amendment (not subject to 10% limitation) Change Order (subject to 10% limitation)

Reason for Change

- Unforeseen Conditions Design Omission Design Conflict
 Campus Recommended Contractor Recommended Agency Required
 Contractor Transfer (no cost to District)

Explanation of Change: Add & delete various sidewalks; revise layout of various seatwalls; install footings at recycle enclosure; delete various concrete bases at pole lights.

Accountability

This Change was not part of the original design scope because: Concrete at NE sidewalk was added and credit was given for 20' by 240' x 6" sidewalk at gym; add 34' of seat wall at oak tree; delete 8 light pole bases at deleted gym walk; install 6 light pole bases at new SW sidewalk; credit seat walls at S/E section

- The cost of this change has been validated and is the best possible price available to the District.
 This change has been reviewed and is necessary to the completion this project.

Impact

Original contract was Board approved on <u>12/11/08</u> in the amount of	<u>\$ 2,409,000</u>
Total Board approved amendments to date	<u>35,244</u>
Requested amendment amount	<u>-</u>

This request is an amendment and results in a revised contract amount of \$ 2,444,244
 (Note: This revised contract amount basis for 10% rule)

Total Board approved change orders to date	<u>\$ 127,142</u>
Requested Change Order amount	<u>(3,990)</u>

This request is a change order and results in a revised contract amount of \$ 2,567,396

This change order is subject to the 10% rule. It results is a -0.16% change to the contract
 The cumulative amount of change orders for this contract equals \$ 123,152
 Or 5.04% of the contract amount.

TOTAL CONTRACT AMOUNT TO DATE INCL. CHANGE ORDERS \$ 2,567,396

Signatures

Bond Program Manager:

Diana Johnson

Diana Johnson
(Signature)

11/15/11
(Date)



Bond Measure P Construction Change Summary

This form must accompany all Construction Change Requests to verify that all steps of review and accountability have been met prior to submission for approval by the Board of Trustees.

Contractor: RDM Electric Company Amount \$ 14,538

Campus: San Bernardino Valley College Project: New Chemistry & Physical Science Building

This Change is a(n):

- Amendment (not subject to 10% limitation) Change Order (subject to 10% limitation)

Reason for Change

- Unforeseen Conditions Design Omission Design Conflict
 Campus Recommended Contractor Recommended Agency Required
 Contractor Transfer (no cost to District)

Explanation of Change: Delete installation of light fixtures on site seat walls that have been deleted; install six (6) owner powered light poles in location shown on approved site plan; investigate & trace existing underground lines. Repair existing light fixtures, conduits damaged and manhole.

Accountability

This Change was not part of the original design scope because: Per owner's request seat walls were deleted thus causing the deletion of light fixtures. Installation of six (6) owner powered light poles were recommended by Owner on approved site plan. Architectural plans didn't show existing conduits and these were damaged due to not being shown on the plans.

- The cost of this change has been validated and is the best possible price available to the District.
 This change has been reviewed and is necessary to the completion this project.

Impact

Original contract was Board approved on <u>12/11/08</u> in the amount of	<u>\$2,311,800</u>
Total Board approved amendments to date	<u>91,534</u>
Requested amendment amount	<u>-</u>

This request is an amendment and results in a revised contract amount of \$2,403,334
(Note: This revised contract amount basis for 10% rule)

Total Board approved change orders to date	<u>\$ 210,463</u>
Requested Change Order amount	<u>14,538</u>

This request is a change order and results in a revised contract amount of \$2,628,335

This change order is subject to the 10% rule. It results is a 0.60% change to the contract
The cumulative amount of change orders for this contract equals \$ 225,001
Or 9.36% of the contract amount.

TOTAL CONTRACT AMOUNT TO DATE INCL. CHANGE ORDERS	<u>\$2,628,335</u>
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Signatures

Bond Program Manager:

Diana Johnson

Diana Johnson
(Signature)

11/15/11
(Date)



Bond Measure P Construction Change Summary

This form must accompany all Construction Change Requests to verify that all steps of review and accountability have been met prior to submission for approval to the Board of Trustees.

Contractor: American Wrecking Amount \$ (\$10,880.78)
Campus: San Bernardino Valley Community College Project: New Chemistry & Physical Building

This Change is a(n):

Amendment (not subject to 10% limitation) Change Order (subject to 10% limitation)

Unforeseen Conditions Design Omission Design Conflict
 Campus Recommended Contractor Recommended Agency Required
 Contractor Transfer (no cost to District)

Explanation of Change: Credit of unused allowances

Accountability

This Change was not part of the original design scope because: Allowances were placed in the Contract and the credit is based on allowances that were unused.

The cost of this change has been validated and is the best possible price available to the District.
 This change has been reviewed and is necessary to the completion this project.

Impact

Original contract was Board approved on <u>04/27/2011</u> in the amount of	\$	<u>354,770.00</u>
Total Board approved amendments to date	\$	<u>-</u>
Requested amendment amount	\$	<u>-</u>
<input type="checkbox"/> This request is an amendment and results in a revised contract amount of	\$	<u>354,770.00</u>
(Note: This revised contract amount basis for 10% rule)		
Total Board approved change orders to date	\$	<u>-</u>
Requested Change Order amount	\$	<u>(10,880.78)</u>
<input checked="" type="checkbox"/> This request is a change order and results in a revised contract amount of	\$	<u>343,889.22</u>

This change order is subject to the 10% rule. It results in a -3.07% % change to the contract

The cumulative amount of change orders for this contract equals \$ (10,880.78)

Or -3.07% % of the contract amount.

TOTAL CONTRACT AMOUNT TO DATE INCL. CHANGE ORDERS \$ 343,889.22

Signatures

Bond Program Manager:

Diana Johnson

Diana Johnson
(Signature)

11/15/11
(Date)



Bond Measure P Construction Change Summary

This form must accompany all Construction Change Requests to verify that all steps of review and accountability have been met prior to submission for approval by the Board of Trustees.

Contractor: Padua Glass Enterprise Amount \$25,222.25

Campus: Crafton Hills College Project: Learning Resource Center

This Change is a(n):

- Amendment (not subject to 10% limitation) Change Order (subject to 10% limitation)

Reason for Change

- Unforeseen Conditions Design Omission Design Conflict
 Campus Recommended Contractor Recommended Agency Required
 Contractor Transfer (no cost to District)

Explanation of Change: Add for aluminum plate at the clearstory windows and south elevations of court yard.

Accountability

This Change was not part of the original design scope because Campus recommended that the store front, curtain wall work trade contractor add aluminum metal trim that transitions the Curtain Wall to other exterior envelopes.

The cost of this change has been validated and is the best possible price available to the District.

This change has been reviewed and is necessary to the completion this project.

Impact

Original contract was Board approved on <u>09/11/08</u> in the amount of	<u>\$ 1,940,700.00</u>
Total Board approved amendments to date	<u>\$ -</u>
Requested amendment amount	<u>\$ -</u>

This request is an amendment and results in a revised contract amount of \$ 1,940,700.00
(Note: This revised contract amount basis for 10% rule)

Total Board approved change orders to date	<u>\$ 26,586.00</u>
Requested Change Order amount	<u>\$ 25,222.25</u>

This request is a change order and results in a revised contract amount of \$ 1,992,508.25

This change order is subject to the 10% rule. It results in a 1.30% change to the contract

The cumulative amount of change orders for this contract equals \$ 51,808.25

Or 2.67% of the contract amount.

TOTAL CONTRACT AMOUNT TO DATE INCL. CHANGE ORDERS	<u>\$ 1,992,508.25</u>
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Signatures

Bond Program Manager:

Diana Johnson

Diana Johnson
(Signature)

11/16/11
(Date)

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
Capital Facilities Program Management

3347A4
Project Number

CS-BC3-CO6

CHANGE ORDER

Original Contract Amount: **\$2,409,000.00**
Amount of Previous Contract Amendments: **\$35,244.00**
Amount of Previous Change Orders: **\$127,142.00**

DSA No.:
CS-BC3-CO6

School Name:	<u>San Bernardino Valley College</u>	Date:	<u>10-Nov-11</u>
Project Description:	<u>New Chemistry & Physical Science Building</u>	Contract No.:	<u>Bid Category 3</u>
To (Contractor):	<u>RC Construction</u>	Attn:	

You are hereby directed to make the following changes in the above reference contract for:

Item No.: **Refer to attachments** Reference RFP No.: N/A

Description of Work:
Refer to attached Change Order summary dated 11/10/11 for Change Order No. CS-BC3-CO6 Item(s): 6.1 to 6.4

TOTAL COST OF CHANGE ORDER CS-BC3-CO6 (\$3,990.00)

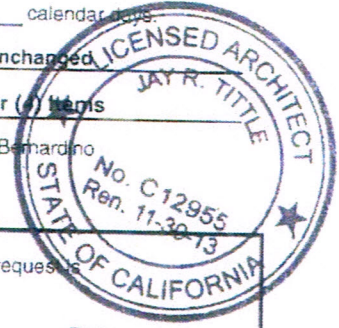
Reason for Change:
Refer to attached Change Order No. CS-BC3-CO6 summary dated 11/10/11

Initiator of Change:
Refer to attached Change Order No. CS-BC3-CO6 summary dated 11/10/11

The original Base Contract Sum was:	<u>\$2,409,000.00</u>
Net change by previous authorized Contract Amendment (s):	<u>\$35,244.00</u>
The revised BASE Contract Sum:	<u>\$2,444,244.00</u>
Net change by previous authorized Change Order(s):	<u>\$127,142.00</u>
The Contract Sum including previous authorized Change Orders:	<u>\$2,571,386.00</u>
The contract AMOUNT due to C.O. No. CS-BC3-CO6 will be increased by:	<u>(\$3,990.00)</u>
The revised Contract Amount, including this Change Order is, therefore:	<u>\$2,567,396.00</u>
The contract TIME due to C.O. No. CS-BC3-CO6 will be unchanged by:	<u>0</u> calendar days
The revised Contract Completion Date, including this Change Order is, therefore:	<u>unchanged</u>
SBCCD Change Order # CS-BC3-CO6 includes Item Number(s):	<u>Four (4) items</u>

This Change Order is not valid until signed by both the Architect and the District Representative (on behalf of the San Bernardino Community College District Board of Education)

Contractor's signature indicates agreement herewith, including any adjustment in the contract amount or contract time.



I have reviewed the figures submitted by the Contractor and they have been reviewed by the District, I believe this request is valid and recommend your approval for acceptance.

Architect:	<u>[Signature]</u> Signature	<u>Jay R. Tittle, C-12955</u> Name (printed)	<u>11/10/2011</u> Date
Constr. Mgr.:	<u>[Signature]</u>	<u>DAVID Schermeyer</u>	<u>11.14.2011</u>
District:		<u>Mr. Charlie Ng, Interim Vice Chancellor Fiscal Services</u>	
Contractor:	<u>[Signature]</u>	<u>Robert W. Clappen President</u>	

State of California - Division of the State Architect DSA Application No. 04-109148 File No. 36-C2
Approved _____ per Principal Structural Engineer: _____

CHANGE ORDER NO.

CS-BC3-CO6

REF.	DESCRIPTION OF ITEM	CODE	% CREDIT	COST	BALANCE
Item 6.1	Add & delete various sidewalks. (COR 17RA, 17RB, 18, 20, 21, 25, 29, 30, 31, 34, 35 & 37) FCD 40 Apprvd, attached	C4		(\$10,899.00)	(\$10,899.00)
Item 6.2	Revise layout of various seatwalls. (COR 19, 23 & 24)	C4		\$3,783.00	\$3,783.00
Item 6.3	Install footings at recycle enclosure (COR 26)	C4		\$3,525.00	\$3,525.00
Item 6.4	Delete various concrete bases at pole lights as directed by campus (COR 27, 28, 32, 33 & 36)	C4		(\$399.00)	(\$399.00)
	Subtotal				(\$3,990.00)
	TOTAL CHANGE ORDER #			CS-BC3-CO6	(\$3,990.00)

CODE LEGEND

- A SITE COST, UNFORESEEN FIELD CONDITION
- B SITE COST, ERROR AND/OR OMISSION
- C SITE COST, DISTRICT ADDED OR DELETED/REDUCED SCOPE
- D SITE COST, AGENCY OR CODE REVISION
- E SITE COST, CONTRACTOR IMPACT TO ANOTHER CONTRACTOR
- F BUILDING COST, UNFORESEEN FIELD CONDITION
- G BUILDING COST, ERROR AND/OR OMISSION
- H BUILDING COST, DISTRICT ADDED OR DELETED/REDUCED SCOPE
- J BUILDING COST, AGENCY OR CODE REVISION
- K BUILDING COST, CONTRACTOR IMPACT TO ANOTHER CONTRACTOR
- L CONTRACT ADMINISTRATIVE ISSUE

* Note: "I" has been omitted not to be confused with "1"

- 1 CONTRACTOR GENERATED
- 2 CONSTRUCTION MANAGER GENERATED
- 3 ARCHITECT/ENGINEER GENERATED
- 4 DISTRICT GENERATED
- 5 INSPECTOR OR AGENCY GENERATED

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
Capital Facilities Program Management

3347A4
Project Number

CS-BC19-CO11

CHANGE ORDER

Original Contract Amount: **\$2,311,800.00**
 Amount of Previous Contract Amendments: **\$91,534.00**
 Amount of Previous Change Orders: **\$210,463.00**

DSA No.:
CS-BC19-CO11

School Name:	<u>San Bernardino Valley College</u>	Date:	<u>08-Nov-11</u>
Project Description:	<u>New Chemistry & Physical Science Building</u>	Contract No.:	<u>Bid Category 19</u>
To (Contractor):	<u>RDM Electric Co.</u>	Attn:	<u></u>

You are hereby directed to make the following changes in the above reference contract for:

Item No.:	Refer to attachments	Reference RFP No.:	N/A
Description of Work:	Refer to attached Change Order summary dated 11/8/11 for Change Order No. CS-BC19-CO11 Item(s): 11.1 to 11.2		
TOTAL COST OF CHANGE ORDER	CS-BC19-CO11	\$14,538.00	
Reason for Change:	Refer to attached Change Order No. CS-BC19-CO11 summary dated 11/8/11		
Initiator of Change:	Refer to attached Change Order No. CS-BC19-CO11 summary dated 11/08/11		

The original Base Contract Sum was:	<u>\$2,311,800.00</u>
Net change by previous authorized Contract Amendment (s):	<u>\$91,534.00</u>
The revised BASE Contract Sum:	<u>\$2,403,334.00</u>
Net change by previous authorized Change Order(s):	<u>\$210,463.00</u>
The Contract Sum including previous authorized Change Orders:	<u>\$2,613,797.00</u>
The contract AMOUNT due to C.O. No. CS-BC19-CO11 will be increased by:	<u>\$14,538.00</u>
The revised Contract Amount, including this change order is, therefore:	<u>\$2,628,335.00</u>

The contract TIME due to C.O. No. **CS-BC19-CO11** will be unchanged by: 0 calendar days.

The revised Contract Completion Date, including this Change Order is, therefore unchanged

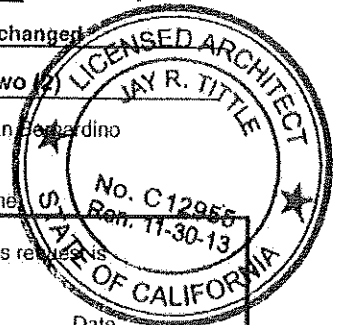
SBCCD Change Order # **CS-BC19-CO11** includes Item Number(s): Two (2)

This Change Order is not valid until signed by both the Architect and the District Representative (on behalf of the San Bernardino Community College District Board of Education)

Contractor's signature indicates agreement herewith, including any adjustment in the contract amount or contract time.

I have reviewed the figures submitted by the Contractor and they have been reviewed by the District, I believe this represents valid and recommend your approval for acceptance.

Architect:	<u>[Signature]</u> Signature	Name (printed)	Date
		Jay R. Tittle, C-12955	11/8/2011
Constr. Mgr.:	<u>[Signature]</u>	<u>DAVID Schierzmeier</u>	<u>11.10.2011</u>
District:		Mr. Charlie Ng, Interim Vice Chancellor Fiscal Services	
Contractor:	<u>[Signature]</u>	Samuel Joanou ~ Project Manager	11/10/11
		Printed Name/Title	



State of California - Division of the State Architect
Approved _____

DSA Application No. 04-109148
per Principal Structural Engineer: _____

File No. 36-C2

CHANGE ORDER NO.

CS-BC19-CO11

REF.	DESCRIPTION OF ITEM	CODE	%	CREDIT	COST	BALANCE
Item 11.1	Delete installation of light fixtures on site seat walls that have been deleted (Labor only) per owner request (Labor only). Install (6) six owner powered light poles in locaton shown on approved site plan. (CORs - 45R, 46, & 47R2)	G3			(\$182.00)	(\$182.00)
Item 11.2	Investigate and trace existing underground lines. Repair existing light fixtures, conduits damaged by BC4 and manhole. (CORs - 48, 49, 50, 51 & 52)	G3			\$14,720.00	\$14,720.00
	Subtotal					\$14,538.00
	TOTAL CHANGE ORDER #				CS-BC19-CO11	\$14,538.00

CODE LEGEND

- A SITE COST, UNFORESEEN FIELD CONDITION
- B SITE COST, ERROR AND/OR OMISSION
- C SITE COST, DISTRICT ADDED OR DELETED/REDUCED SCOPE
- D SITE COST, AGENCY OR CODE REVISION
- E SITE COST, CONTRACTOR IMPACT TO ANOTHER CONTRACTOR
- F BUILDING COST, UNFORESEEN FIELD CONDITION
- G BUILDING COST, ERROR AND/OR OMISSION
- H BUILDING COST, DISTRICT ADDED OR DELETED/REDUCED SCOPE
- J BUILDING COST, AGENCY OR CODE REVISION
- K BUILDING COST, CONTRACTOR IMPACT TO ANOTHER CONTRACTOR
- L CONTRACT ADMINISTRATIVE ISSUE

* Note: "I" has been omitted not to be confused with "1"

- 1 CONTRACTOR GENERATED
- 2 CONSTRUCTION MANAGER GENERATED
- 3 ARCHITECT/ENGINEER GENERATED
- 4 DISTRICT GENERATED
- 5 INSPECTOR OR AGENCY GENERATED

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
Capital Facilities Program Management

3347A4
Project Number

CS-AWI-CO1

CHANGE ORDER

Original Contract Amount: \$354,770.00
Amount of Previous Contract Amendments: \$0.00
Amount of Previous Change Orders: \$0.00

DSA No.:
CS-AWI-CO1

School Name:	<u>San Bernardino Valley College</u>	Date:	<u>31-Oct-11</u>
Project Description:	<u>New Chemistry & Physical Science Building</u>	Contract No.:	<u>BC 21B</u>
To (Contractor):	<u>American Wrecking, Inc.</u>	Attn:	

You are hereby directed to make the following changes in the above reference contract for:

Item No.: Refer to attachments Reference RFP No.: N/A

Description of Work:

Refer to attached Change Order summary dated 10/31/2011 for:
Change Order No. CS-AWI-CO1 Item(s): 1.1
TOTAL COST OF CHANGE ORDER CS-AWI-CO1 (\$10,880.78)

Reason for Change:

Refer to attached Change Order No. CS-AWI-CO1 summary dated 10/31/11

Initiator of Change:

Refer to attached Change Order No. CS-AWI-CO1 summary dated 31-Oct-11

The original Base Contract Sum was:	\$354,770.00
Net change by previous authorized Contract Amendment (s):	\$0.00
The revised BASE Contract Sum:	\$354,770.00
Net change by previous authorized Change Order(s):	\$0.00
The Contract Sum including previous authorized Change Orders:	\$354,770.00
The contract AMOUNT due to C.O. No. CS-AWI-CO1 will be decreased by:	(\$10,880.78)
The revised Contract Amount, including this Change Order is, therefore:	\$343,889.22

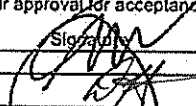
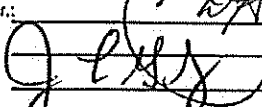
The contract TIME due to C.O. No. CS-AWI-CO1 will be unchanged by: 0 calendar days
The revised Contract Completion Date, including this Change Order is, therefore: unchanged

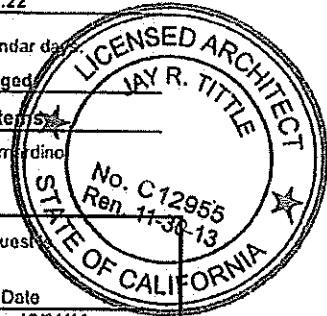
SBCCD Change Order # CS-AWI-CO1 Includes Item Number(s): Two (2) Items

This Change Order is not valid until signed by both the Architect and the District Representative (on behalf of the San Bernardino Community College District Board of Education)

Contractor's signature indicates agreement herewith, including any adjustment in the contract amount or contract time.

I have reviewed the figures submitted by the Contractor and they have been reviewed by the District. I believe this request is valid and recommend your approval for acceptance.

Architect:		Name (printed)	Jay R. Tittle, C-12955	Date	10/31/11
Constr. Mgr.:		Name (printed)	DAVID Schiermeyer	Date	11.14.2011
District:		Name (printed)	Mr. Charlie Ng, Interim Vice Chancellor Fiscal Services		
Contractor:		Name (printed)	Jose L. Galaviz, Project Manager		



State of California - Division of the State Architect DSA Application No. 04-109148 File No. 36-C2
Approved _____ per Principal Structural Engineer: _____

11/02/11

DSA No.:
CS-AWI-CO1

CHANGE ORDER NO. CS-AWI-CO1

REF.	DESCRIPTION OF ITEM	CODE %	CREDIT	COST	BALANCE
Item 1.1	Credit of unused allowance number one.		(\$42.69)		(\$42.69)
Item 1.2	Credit of unused allowance number two.		(\$10,838.09)		(\$10,838.09)
	Subtotal				(\$10,880.78)
	TOTAL CHANGE ORDER #	CS-AWI-CO1			(\$10,880.78)

CODE LEGEND

- A
- B SITE COST, UNFORESEEN FIELD CONDITION
- C SITE COST, ERROR AND/OR OMISSION
- D SITE COST, DISTRICT ADDED OR DELETED/REDUCED SCOPE
- E SITE COST, AGENCY OR CODE REVISION
- F SITE COST, CONTRACTOR IMPACT TO ANOTHER CONTRACTOR
- G BUILDING COST, UNFORESEEN FIELD CONDITION
- H BUILDING COST, ERROR AND/OR OMISSION
- J BUILDING COST, DISTRICT ADDED OR DELETED/REDUCED SCOPE
- K BUILDING COST, AGENCY OR CODE REVISION
- L BUILDING COST, CONTRACTOR IMPACT TO ANOTHER CONTRACTOR
- * Note: " CONTRACT ADMINISTRATIVE ISSUE

- 1
- 2 CONTRACTOR GENERATED
- 3 CONSTRUCTION MANAGER GENERATED
- 4 ARCHITECT/ENGINEER GENERATED
- 5 DISTRICT GENERATED
- INSPECTOR OR AGENCY GENERATED

9623.00
Project Number

C.O. 04

CHANGE ORDER

Original Contract Amount: \$1,940,700.00
Amount of Previous Contract Amendments: \$0.00
Amount of Previous Change Orders: \$26,586.00

School Name:	<u>Crafton Hills College</u>	Date:	<u>August 11, 2011</u>
Project Description:	<u>Learning Resource Center</u>	Contract No.:	<u>CLCRC01:09</u>
To (Contractor):	<u>Padua Glass Enterprise</u>	Altn:	<u>Jim Doorst</u>

You are hereby directed to make the following changes in the above reference contract for:

Item No.: Refer to attachments Reference RFP No.: Refer to attachments

Description of Work:

This change order includes additional scopes of work for the electrical trade contractor generated from Campus Change Requests for facility added and/or deleted scope improvements, unforeseen field conditions encountered and identified during construction operations and Agency requirements that were required to be installed within the project. These items were not included in the original contract documents and noted after the bid and execution of the trade contract.

Refer to attached Project Memo No. [redacted]
Contract Change Order No. LRC BC9-04

TOTAL COST of Contract Change Order LRC BC 09 CO 04 \$25,222.25

Reason for Change:

- 1 Site Cost, Unforeseen Field Condition
- 2 Site Cost, Error And/or Omission
- 4 Building Cost, District Added or Deleted/Reduced Scope
- 5 Refer to attached Change Order PAL-BC3-CO1 summary dated 8/11/2011

Initiator of Change:

- 1 Trade Contractor Request for Information

The original Base Contract Sum was:	<u>\$1,940,700.00</u>
Net change by previous authorized Contract Amendment(s):	<u>\$0.00</u>
The contract AMOUNT due to C.O. No.LRC-BC9-CO4 will be increased by:	<u>\$25,222.25</u>
The revised BASE Contract Sum:	<u>\$1,965,922.25</u>
Net change by previous authorized Change Order(s):	<u>\$26,586.00</u>
The Contract Sum including previous authorized Change Orders:	<u>\$1,992,508.25</u>
The revised Contract Amount, including this Contract Change Order is, therefore:	<u>\$1,992,508.25</u>
The contract TIME due to C.O. No.LRC-BC9-04 will be unchanged by:	<u>0</u> calendar days.
The revised Contract Completion Date, including this Contract Change Order is, therefore	<u>unchanged</u>
SBCCD Change Order No. <u>LRC-BC9-04</u> includes Item Number(s):	<u>1.1 through 1.8</u>

This Contract Change Order is not valid until signed by both the Architect and the District Representative (on behalf of the San Bernardino Community College District Board of Education)

Contractor's signature indicates agreement herewith, including any adjustment in the contract amount or contract time. Contractor waives any claim for further adjustments of the Contract Sum and the Contract Time related to the above described change in the Work.

I have reviewed the figures submitted by the Contractor and they have been reviewed by the District, I believe this request is valid and recommend your approval for acceptance.

Signature	Name (printed)	Date
<u>[Signature]</u>	<u>Constant Horan</u>	<u>11/10/11</u>
Architect:		
P&M Constr. Mgr.:	<u>Bruce C. McDonald</u>	<u>11/7/11</u> By <u>Bruce McDonald</u>
District:	<u>Mr. Charlie Ng, Vice Chancellor Fiscal Services</u>	
Contractor:	<u>James Dorst, Project Manager</u>	<u>11/4/11</u>
	<i>Printed Name/Title</i>	

State of California - Division of the State Architect DSA Application No. XX File No. 36-C2
Approved _____ per Principal Structural Engineer: _____

CHANGE ORDER NO. PAL-BC3-CO1

REF.	DESCRIPTION OF ITEM	CODE	%	CREDIT	COST	BALANCE
CO						
Item 1.1						
	Add for aluminum plate at the clearstory windows and south elevations of court yard per detail 16/A8.03	H-2	100	\$0	\$25,222	\$25,222
	Subtotal					\$25,222
	TOTAL CONTRACT CHANGE ORDER # LRC-BC9-CO4					\$25,222

CODE LEGEND

- A SITE COST, UNFORESEEN FIELD CONDITION
- B SITE COST, ERROR AND/OR OMISSION
- C SITE COST, DISTRICT ADDED OR DELETED/REDUCED SCOPE
- D SITE COST, AGENCY OR CODE REVISION
- E SITE COST, CONTRACTOR IMPACT TO ANOTHER CONTRACTOR
- F BUILDING COST, UNFORESEEN FIELD CONDITION
- G BUILDING COST, ERROR AND/OR OMISSION
- H BUILDING COST, DISTRICT ADDED OR DELETED/REDUCED SCOPE
- J BUILDING COST, AGENCY OR CODE REVISION
- K BUILDING COST, CONTRACTOR IMPACT TO ANOTHER CONTRACTOR
- L CONTRACT ADMINISTRATIVE ISSUE

* Note: "I" has been omitted not to be confused with "1"

- 1 CONTRACTOR GENERATED
- 2 CONSTRUCTION MANAGER GENERATED
- 3 ARCHITECT/ENGINEER GENERATED
- 4 DISTRICT GENERATED
- 5 INSPECTOR OR AGENCY GENERATED

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Bruce Baron, Chancellor
REVIEWED BY: Charlie Ng, Vice Chancellor, Fiscal Services
PREPARED BY: Diana Johnson, Bond Program Manager, Kitchell/BRj/Seville
DATE: December 08, 2011
SUBJECT: Consideration of Approval of Bond Measure M Construction Change Orders and Contract Amendments

RECOMMENDATION

It is recommended that the Board of Trustees approve this single action item for the Bond Measure M construction change orders and amendments. These changes are required and necessary, benefit the District, and reflect the most favorable negotiated costs.

San Bernardino Valley College – Central Plant Infrastructure						
	<u>Change #</u>	<u>Original Contract</u>	<u>Previous Changes</u>	<u>Proposed Changes</u>	<u>New Contract</u>	<u>Total CO %</u>
Kirtley Construction dba TK	CA-2	348,300	69,552	41,195	459,047	6.20%
Total Proposed Changes				41,195		

Construction change orders may be generated by a number of circumstances. These include changes directed by the District to address contractor or architect recommendations for efficiency, occupant needs, or to improve future building or space usability. California Public Contract Code 20118.4 establishes a guideline that limits construction contract change orders to 10% of the base contract amount.

A construction contract is amended when there is a change in the scope of work due to unforeseen conditions that must be corrected in order for work to proceed. Amendments alter the base contract amount and are not limited to the 10% guideline.

All change orders and amendments are approved following a specific process of review by the construction manager, architect, program/project managers, and District staff. Nonessential changes are rejected and never receive approval. Any changes determined to be essential to the health of the project and of major benefit to the District are approved and implemented.

ANALYSIS

Construction contract amendments and change orders submitted for approval this month total \$41,195.00. The percentage for this month's change orders is 0.394% of the total Measure M currently awarded construction contracts of \$10,445,597.50.

The overall impact of amendments and change orders increases the Bond Measure M CIP construction contracts by \$812,669.49. The new overall Measure M change order percentage is 7.78%. The cost of these changes will be absorbed by bid savings; the construction projects remain within the approved budget.

BOARD IMPERATIVE

III. Resource Management for Efficiency, Effectiveness, and Excellence

FINANCIAL IMPLICATIONS

Included in the 2011-2012 Budget for Measure M.



Bond Measure M Construction Change Summary

This form must accompany all Construction Change Requests to verify that all steps of review and accountability have been met prior to submission for approval by the Board of Trustees.

Contractor: Kirtley Construction dBA TK Construction Amount \$ 41,195

Campus: San Bernardino Valley College Project: Campus Infrastructure-Sewer Improvements

This Change is a(n):

Amendment (not subject to 10% limitation) Change Order (subject to 10% limitation)

Reason for Change

Unforeseen Conditions Design Omission Design Conflict
 Campus Recommended Contractor Recommended Agency Required
 Contractor Transfer (no cost to District)

Explanation of Change: The sewer project installed a final manhole #14 at the corner of Grant and K street which captures all sewer lines for the entire campus. The City manhole was replaced and the City recommended replacement of the damaged 10" line.

Accountability

This Change was not part of the original design scope because: City manhole had to be replaced as directed by the City.

The cost of this change has been validated and is the best possible price available to the District.

This change has been reviewed and is necessary to the completion this project.

Impact

Original contract was Board approved on 05/20/11 in the amount of \$ 348,300
Total Board approved amendments to date \$ 42,746
Requested amendment amount \$ 41,195

This request is an amendment and results in a revised contract amount of \$ 432,242
(Note: This revised contract amount basis for 10% rule)

Total Board approved change orders to date \$ 26,806
Requested Change Order amount \$ 0

This request is a change order and results in a revised contract amount of \$ 459,047

This change order is subject to the 10% rule. It results in a 0.00% % change to the contract

The cumulative amount of change orders for this contract equals \$ 26,806

Or 6.20% % of the contract amount.

TOTAL CONTRACT AMOUNT TO DATE INCL. CHANGE ORDERS \$ 459,047

Signatures

Bond Program Manager:

Diana Johnson

Diana Johnson
(Signature)

11/15/11
(Date)

3967C2
Project Number

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
Capital Facilities Program Management

SI-BC01-CA2

CONTRACT AMENDMENT

Original Contract Amount: \$348,300.00
Amount of Previous Contract Amendments: \$42,746.46
Amount of Previous Change Orders: \$26,805.52

School Name: San Bernardino Valley College Date: November 11, 2011
Project Description: Sewer Improvements Contract No.: Bid Category TC
To (Contractor): T.K. Construction (PO # 120640) Attn: David King

You are hereby directed to make the following changes in the above reference contract for:

Item No.: Refer to attachments Reference RFP No.: N/A

Description of Work:

Bon Air is contracted to install a temp chiller for the Auditorium, including removal of existing underground chilled water piping and replacement with new piping. The existing underground piping had asbestos coating and ran through a large concrete thrust block. Removal of the asbestos piping also required removal of the concrete thrust block with asbestos piping by an asbestos certified company, and hand digging of area adjacent to the piping to expose the extent of the asbestos for removal. This scope of work was unforeseen and not called out in the contractor's original scope of work.

Refer to attached Project Memo No. VC 055

Contract Amendment No. SI-BC01-CA2: Item 1.1 \$41,195.49

TOTAL COST of CONTRACT AMENDMENT SI-BC01-CA2: \$41,195.49

Reason for Change:

- 1 Unforeseen Condition
- 2 Refer to attached Contract Amendment SI-BC01-CA1 summary dated 7/14/2011

Initiator of Change:

- 1 City changes & unforeseen site conditions

The original Base Contract Sum was:	\$348,300.00
Net change by previous authorized Contract Amendment(s):	\$42,746.46
The contract AMOUNT due to C.A. No. SI-BC01-CA2 will be increased by:	\$41,195.49
The revised BASE Contract Sum:	\$432,241.95
Net change by previous authorized Change Order(s):	\$26,805.52
The Contract Sum including previous authorized Change Orders:	\$459,047.47
The revised Contract Amount, including this Contract Amendment is, therefore:	\$459,047.47
The contract TIME due to C.A. No. SI-BC01-CA2 will be increased by:	37 calendar days.
The revised Contract Completion Date, including this Contract Amendment is, therefore:	unchanged
SBCCD Contract Amendment No. SI-BC01-CA2 includes Item Number(s):	1.1

This Contract Amendment is not valid until signed by both the Architect and the District Representative (on behalf of the San Bernardino Community College District Board of Education)

Contractor's signature indicates agreement herewith, including any adjustment in the contract amount or contract time. Contractor waives any claim for further adjustments of the Contract Sum and the Contract Time related to the above described change in the Work.

I have reviewed the figures submitted by the Contractor and they have been reviewed by the District, I believe this request is valid and recommend your approval for acceptance.

Signature	Name (printed)	Date
<i>Ivan Thomas</i>	Ivan Thomas, P2S	11-14-11
<i>David Schiermeyer</i>	David Schiermeyer, Construction Manager	11.14.2011
<i>Charlie Ng</i>	Mr. Charlie Ng, Interim Vice Chancellor Fiscal Service	
<i>David King</i>	David King, Project Manager	<i>Patricia Kirtley on behalf of David King</i>

State of California - Division of the State Architect DSA Application No. File No.
Approved per Principal Structural Engineer.

CONTRACT AMENDMENT NO. SI-BC01-CA2

REF.	DESCRIPTION OF ITEM	CODE	%	CREDIT	COST	BALANCE
	Replace 10" District sewer line and 8" City sewer line between District manhole 14 and City Manhole 45 with SDR 35. Manhole 45 bottom to be modified to allow maximum flow from manhole 14 to the outgoing pipe invert elevation at manhole 45. Contractor to provide all necessary permits, fees, traffic control plans, street closure permits, traffic control, materials, equipment, labor, flagmen, sewer bypass operations, etc necessary to complete this work. Existing sewer lines are to remain operational. Contractor to perform work per contract documents and City requirements. Contractor to clean up work area to pre-existing conditions. Refer to Snipes Dye drawing dated 10/6/2011 and City Email dated 10/6/2011.					
Item 1.1	Contractor COP # 20 dated 10/21/2011	D5	100	\$0	\$41,195	\$41,195.49
	Subtotal					\$41,195.49
	TOTAL CONTRACT AMENDMENT # SI-BC01-CA1					\$41,195.49

CODE LEGEND

- A SITE COST, UNFORESEEN FIELD CONDITION
- B SITE COST, ERROR AND/OR OMISSION
- C SITE COST, DISTRICT ADDED OR DELETED/REDUCED SCOPE
- D SITE COST, AGENCY OR CODE REVISION
- E SITE COST, CONTRACTOR IMPACT TO ANOTHER CONTRACTOR
- F BUILDING COST, UNFORESEEN FIELD CONDITION
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- L CONTRACT ADMINISTRATIVE ISSUE

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- 2 CONSTRUCTION MANAGER GENERATED
- 3 ARCHITECT/ENGINEER GENERATED
- 4 DISTRICT GENERATED
- 5 INSPECTOR OR AGENCY GENERATED

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Bruce Baron, Chancellor
REVIEWED BY: Charlie Ng, Vice Chancellor, Fiscal Services
PREPARED BY: Diana Johnson, Program Manager, Kitchell/BRj/Seville
DATE: December 08, 2011
SUBJECT: Consideration of Approval to Award Bid and Approve Contract for Janus Corporation

RECOMMENDATION

It is recommended that the Board of Trustees award bid and approve contract for Janus Corporation for the Business Building Demolition and Hazardous Material Abatement project at SBVC in the amount of \$417,600.

OVERVIEW

Sealed bids were received by the District and opened on November 15, 2011 as prescribed by the Invitation to Bidders. The bids were reviewed by Kitchell/BRj/Seville.

ANALYSIS

The District received seven bids, the lowest most responsive three were:

Vendor	Total Bid Cost
Janus Corporation	\$417,600
Environmental Consultation Group	\$553,000
NCM Demolition	\$572,800

The lowest, most responsive bid was received from Janus Corporation in the amount of \$417,600.

BOARD IMPERATIVE

III. Resource Management for Efficiency, Effectiveness and Excellence

FINANCIAL IMPLICATIONS

Included in the 2011-12 budget for Measure M.

Kitchell/BRJ/Seville

701 S Mount Vernon Ave, San Bernardino, CA 92410

Project Memo

Ph: 909.693.3160 Fax: 909.889.9952

DATE: November 16, 2011

No. VC 058

TO: Charlie Ng
Vice Chancellor
San Bernardino Valley College (SBVC)

FROM: David Schiermeyer
Project Manager
Kitchell/BRJ/Seville



RE: San Bernardino Valley College (SBVC) Measure M
Bid Results for the Business Building Renovation (BBR) - Demolition and Hazardous
Material Abatement.

SCOPE:

Bids were received by the District for the Business Building Renovation (BBR) bid package to provide non-structural building demolition and Hazardous Material abatement. This memo identifies the number of bidders, the lowest three bidders, the apparent low bidder and recommendation for award.

NARRATIVE:

The Business Building Renovation (BBR) project is currently with DSA for review and is expected to complete in early 2012. Pending DSA final approval of the renovation documents, and to expedite the project, the District advertised and solicited proposals to perform the non-structural demolition, along with hazardous material abatement. The engineers estimate for this work was \$664,000.00

The bids were received on 11/15/2011 and a post bid interview was performed with the apparent low bidder to ensure their proposal included all required scope. The following is a listing of relevant bid information

1.	Engineers Estimate	\$664,000.00
2.	# of pre-bid meeting attendees = 32	
3.	# of actual bids received = 09	
4.	Range of bids received	\$417,600.00 – 698,000.00
5.	Lowest three bidders	
1.	Janus Corporation	\$417,600.00
2.	Environmental Consultation Group	\$553,000.00
3.	NCM Demolition	\$572,800.00
6.	Apparent Low Bidder: Janus Corporation	\$417,600.00

The apparent low bidder has provided a complete bid proposal, is properly licensed, included a bid bond, has met with Kitchell /BRJ/Seville (KBS) staff and confirmed their proposal includes the cost for all of the scope required in the contract documents. Kitchell has contacted the California State License Board, and no violations are noted for this license. Phone calls were made to the references indicated in their prior project list and there was no negative feedback. As of this time, there has been no bid protest filed by another contractor. Based on the information noted above, KBS is recommending the District award a contract to the apparent low bidder, Janus Corporation for \$417,600.00

RECOMMENDATION:

Kitchell/BRJ/Seville recommends awarding the contract for the Business Building Demolition and Hazardous Materials Abatement to Janus Corporation for their proposal amount of \$417,600.00

Budget Information:

Original Project Budget amount:	\$16,161,936.90
Spent to Date:	\$ 1,440,177.88
Project Current Estimate of Complete Costs:	\$16,161,936.90
Project Memo Forecast Cost:	\$16,161,936.90
Project Change Amount:	0.00
Budget Line Item:	2520.6220.50

Note: There will be no change to the overall project budget. The delta between the engineers estimate and the low bidder proposal will be transferred to the project contingency.

<input type="radio"/>	<input checked="" type="radio"/> I concur with this recommendation	<u>Diana Johnson</u>	11/16/11
<input type="radio"/>	I do not concur with this recommendation	Diana Johnson, Program Manager, KBS	

<input type="radio"/>	<input checked="" type="radio"/> I concur with this recommendation	<u>Charlie Ng</u>	
<input type="radio"/>	I do not concur with this recommendation	Charlie Ng, Vice Chancellor, Fiscal Services	

Attachments: Bid Tally Sheet, Janus Corporation bid proposal

Cc: Sheila Nelson / File

SN
11/16/11

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Bruce Baron, Chancellor
REVIEWED BY: Charlie Ng, Vice Chancellor, Fiscal Services
PREPARED BY: Diana Johnson, Program Manager, Kitchell/BRj/Seville
DATE: December 08, 2011
SUBJECT: Consideration of Approval to Award Informal Bid and Approve Contract for Riverside Construction Company

RECOMMENDATION

It is recommended that the Board of Trustees award an informal bid and approve the contract with Riverside Construction Company for the Access Control and Handicap upgrades at the Learning Resource Center (LRC) at CHC in the amount of \$173,519.

OVERVIEW

The new LRC building is a three-level, 59,100 square foot concrete and steel structure consisting of library space, classrooms, offices, computer laboratories, meeting rooms and campus data center. The building was occupied by the campus August 15, 2010. After the initial opening and first use it was determined, by the campus, that the handicap access could be improved. The campus also determined that the security access controls should be coordinated with the upgraded handicap access project.

ANALYSIS

These upgrades are required to complete the design and intended use of the LRC. There are doors that need card readers and access restrictions for after-hours entry and staff access. The big double exterior doors need handicap automated door openers to better allow access for our handicapped building users. This work will be done during the Winter break 2011.

Riverside Construction is on the approved Uniform Construction Cost Accounting Procedures list under B licenses and will be utilizing E-Z Automated as their subcontractor. The informal bid was reviewed in detail by Kitchell/BRj. Based on our review; the only responsible bidder was Riverside Construction from Riverside, California with a base bid of \$173,519.

BOARD IMPERATIVE

III. Resource Management for Efficiency, Effectiveness and Excellence.

FINANCIAL IMPLICATIONS

Included in the 2011-12 budget for Measure P.

Kitchell/BRJ/Seville

Project Memo

11711 Sand Canyon Road, Yucaipa, CA 92399

Ph: 909.435.4155 or 909.435.4154 - Fax: 909.389.7940

DATE: November 9, 2011

No - P CHC LRC 042

TO: Charlie Ng
Vice Chancellor of Fiscal Services
San Bernardino Community College District (SBCCD)

FROM: Gary Weinstein
Project Manager
Kitchell/BRJ/Seville

RE: Crafton Hills College (CHC)
PROJECT #: LRC Access Control Upgrades
Recommendation to Award Bid to Riverside Construction for Access Control upgrades at LRC

SCOPE:

With the completion of the LRC a few issues arose as it relates to access control and security. These upgrades are required to complete the design and intended use for the building. There are doors that need card readers and access restrictions for after hour's entry and staff access. The big double exterior doors need handicap automated door openers to better allow access for our handicapped building users. This work will be done during the Winter break 2011. Kitchell/BRJ/Seville recommends awarding the CHC LRC Access Control Upgrades project to Riverside Construction, Inc.

NARRATIVE:

During the original construction a campus request was issued and Steinberg Architects issued ASI 041. This ASI covered the need for automated door openers, controlled security access and new locks on 3 interior doors. Per district UCCAP guidelines the CHC LRC Access control Upgrades project bids were solicited on April 21st, 2011. The bids were received in direct accordance with the State of California procurement guidelines and the SBCCD UCCAP guidelines. There are only two vendors on the approved vendor list for this scope of work, E-Z Automated attempted to compile a bid but at the end they were unable to put a full package together. Riverside Construction is on the approved list under B licenses and they were one of the bidders on the HVAC scope in the same building. They are familiar with the building and all of its components and were able to get the full scope under contract utilizing E-Z Automated as their sub. The single bid package was reviewed in detail by Kitchell/BRJ/Seville. Based on our review, the only responsible bidder as noted above was Riverside Construction from Riverside, California with a base bid of \$173,519.00.

RECOMMENDATION:

Kitchell/BRJ/Seville recommends that SBCCD issue a PO and award the CHC LRC Access Control upgrades to Riverside Construction, Inc. in the amount of \$173,519.00.

BUDGET INFORMATION/FISCAL IMPACT:

Learning Resource Building
Project Original Budget Amount: \$ 35,092,100.09
Project Spent to Date: \$ 33,346,435.86
Project Estimate to complete: \$ 35,092,100.09
Project Memo Forecast Cost: \$ 0
Project Memo Change Amount: \$ 173,519.00

Budget Line Item will be 6210.50 - New Construction

<input checked="" type="checkbox"/> I concur with this recommendation	<u>Diana Johnson</u> ^{Bruce McDonald} 11/10/11
<input type="checkbox"/> I do not concur with this recommendation	Diana Johnson, Acting Program Manager, Kitchell/BRJ/Seville

<input checked="" type="checkbox"/> I concur with this recommendation	<u>[Signature]</u> 11/10/11
<input type="checkbox"/> I do not concur with this recommendation	Charlie Ng Interim Vice Chancellor of Fiscal Services

Attach: Proposal, insurance cert, W9, UCCAP list, bondability letter, campus request.
Cc: Diana Johnson; Bruce McDonald - Kitchell/BRJ/Seville
File

[Handwritten signature]
11/10/11

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Bruce Baron, Chancellor
REVIEWED BY: Charlie Ng, Vice Chancellor, Fiscal Services
PREPARED BY: Diana Johnson, Program Manager, Kitchell/BRj/Seville
DATE: December 08, 2011
SUBJECT: Consideration of Approval to Award Bid and Approve Contract for Riverside Construction Company, Inc.

RECOMMENDATION

It is recommended that the Board of Trustees award bid and approve contract for Riverside Construction Company, Inc. for the CRF Leed Solar Heating Panels project at CHC in the amount of \$498,000.

OVERVIEW

Sealed bids were received by the District and opened on November 2, 2011 as prescribed by the Invitation to Bidders. The bids were reviewed by Kitchell/BRj.

ANALYSIS

The District received seven bids for the CRF LEED Solar Heating Panels project. The lowest most responsive three were:

Vendor	Total Bid Cost
Riverside Construction	\$498,000
California Commercial Pools	\$510,000
Delt Builders	\$529,500

The lowest, most responsive bid was received from Riverside Construction Company, Inc. in the amount of \$498,000.

BOARD IMPERATIVE

III. Resource Management for Efficiency, Effectiveness and Excellence

FINANCIAL IMPLICATIONS

Included in the 2011-12 budget for Measure P.

Kitchell/BRj

Project Memo

11711 Sand Canyon Road, Yucaipa, CA 92399

Ph: 909.435.4169 - Fax: 909.794.8901

DATE: November 14, 2011

No - P CHC CRF 056

TO: Charlie Ng
Vice Chancellor of Fiscal Services
San Bernardino Community College District (SBCCD)

FROM: Geoff Bacharias **GB**
Project Manager
Kitchell/BRj

RE: Crafton Hills College (CHC)
PROJECT #: Community Recreational Facility (CRF) LEED Solar Heating Panels
Recommendation to Award Construction Contract

SCOPE:

SBCCD approval of Kitchell/BRj's recommendation to award the CRF LEED Solar Heating Panels project to the lowest responsible bidder Riverside Construction Company, Inc. in the amount of \$498,000.00.

NARRATIVE:

Bids were accepted until 2:00 PM on November 10, 2011. Upon closing of the bid period, the contractor proposals were opened and publicly read aloud at the San Bernardino Community College District Office board room located at 114 S. Del Rosa Drive in San Bernardino, CA. Seven (7) plan holders submitted bids for this project. After our detailed review of the three apparent low bidders the lowest responsible bidder was determined to be Riverside Construction Company, Inc. with a total bid amount of \$498,000.00.

RECOMMENDATION:

Kitchell/BRj recommends that SBCCD approve the recommendation to award the CRF LEED Solar Heating Panels project to Riverside Construction Company, Inc. in the amount of \$498,000.00. With your approval of the recommendation Kitchell/BRj will be submitted it to the upcoming December 8, 2011 SBCCD Board of Trustees meeting for formal approval.

BUDGET INFORMATION/FISCAL IMPACT:

Community Recreation Facility Project - 9617

Info from Measure P Budget version 44

Project Original Budget Amount: \$ 13,014,539.41

Project Current Spent to date: \$ 11,284,788.10

Project Current Estimate to Complete: \$ 12,443,807.97

Project Memo Forecast Cost: \$ 498,000.00

Project Change Amount: \$ 0.00

Budget Line Item will be 6210.50 - New Construction

<input checked="" type="radio"/> I concur with this recommendation	<i>Diana Johnson</i> ^{Ben 11/14/11}
<input type="radio"/> I do not concur with this recommendation	Diana Johnson, Program Manager, Kitchell/BRj

<input checked="" type="radio"/> I concur with this recommendation	<i>Charlie Ng</i> ^{11/16/11}
<input type="radio"/> I do not concur with this recommendation	Charlie Ng, VC of Fiscal Services, SBCCD

Attachments: Kitchell/BRj bid analysis and recommendation letter (5 pages)

Cc: Scott Stark - SBCCD
Diana Johnson; Bruce McDonald; Sheila Nelson; Felisa Whitfield - Kitchell/BRj
File

Handwritten signature and date: 11/14/11



11711 Sand Canyon Road, Yucaipa, CA 92399

(909) 435-4154 - FAX (909) 794-8901

November 14, 2011

Charlie Ng
San Bernardino Community College District
114 South Del Rosa Drive
San Bernardino, CA 92408

**RE: CRF LEED SOLAR HEATING PANELS PROJECT
BID ANALYSIS AND RECOMMENDATION**

Dear Mr. Ng:

Kitchell/BRJ is pleased to provide this analysis of the bid results for the Crafton Hills College CRF LEED Solar Heating Panels project.

Bids were accepted until 2:00 PM on November 10, 2011. Upon closing of the bid period, the contractor proposals were opened and publicly read aloud at the San Bernardino Community College District Office, Board Room located at 114 S. Del Rosa Drive in San Bernardino, CA. Seven (7) plan holders submitted bids for this project. The apparent low bidder was Riverside Construction Company, Inc. with a total bid amount of \$498,000.00.

Bid Analysis

The following items were considered in our bid analysis:

- I. Comparative Pricing
- II. Bond Review
- III. Company History
- IV. Bid Proposal/Form Review
- V. Client Reference Check
- VI. Contractor License Check

I. Comparative Pricing

A. Low bid	\$ 498,000.00
B. Average bid	\$ 577,282.71
C. High bid	\$ 696,485.00
D. Number of Bidders	Seven (7)

II. Bond Review

- A. Fidelity and Deposit Company of Maryland is the surety for Riverside Construction Company, Inc. and is a surety company authorized to transact the business of insurance in the State of California.
- B. Contractor's License Board: All California contractors are required to file a bond or cash deposit with the State in the amount of \$12,500. The Contractor's Cash Deposit Number is 8627935 and has been verified to be effective since January 1, 2007, and is currently on file.

III. Company History

Riverside Construction Company, Inc. was founded in 1970, and serves in Southern California. Their specialties include General Building/Engineering Contracting, HVAC, Refrigeration, and Sheet Metal.

Similar sample projects include:

- Tavaglione & Development: Hot water storage and solar panels in the amount of \$31,000.00.
- San Bernardino City USD: Various piping repairs to hot water systems in the amount of \$28,900.00.
- City of San Bernardino: Various heating, geothermal & solar repairs in the amount of \$46,700.00.

IV. Bid Proposal/Form Review

Bid proposal/form reviewed and verified. See attached for detailed spreadsheet of review.

V. Client Reference Check

Client references reviewed and verified.

VI. Contractor License Check

A. License # and Status:	License # 266222 Current and Active
B. Type of company:	Corporation
C. Expiration date:	February 28, 2013
D. State of Incorporation:	California
E. Type of license:	A – General Engineering Contractor B – General Building Contractor C20 – Warm-Air HVAC C38 – Refrigeration C43 – Sheet Metal

Based on our bid review and analysis Kitchell/BRJ confirms that Riverside Construction Company, Inc. is the lowest responsible bidder. We recommend that the SBCCD board accept and award the contract to Riverside Construction Company, Inc. for the Crafton Hills College CRF LEED Solar Heating Panels project.

If you have any questions or concerns, please do not hesitate to contact us.

Sincerely,

Kitchell/BRJ



Geoff Bachanas
Project Manager

cc: Scott Stark - SBCCD
Diana Johnson; Bruce McDonald – Kitchell/BRJ
Job File.

Bid Proposal Evaluation Form

Bid Date: November 11, 2011

Contract Bid Form / Document Description	Trade Contractor Bid Package No. 01 (Solar Heating Panels)	Trade Contractor Bid Package No. 01 (Solar Heating Panels)	Trade Contractor Bid Package No. 01 (Solar Heating Panels)
	RIVERSIDE CONSTRUCTION	CALIFORNIA COMMERCIAL POOLS	DELT BUILDERS
All Bid Forms must be printed in blue ink or typewritten (ITB-1)	✓	✓	✓
Bid Envelopes - Categories submitted separately with Name, Tel. #, Address, CA Lic #, Bid Package # (ITB)	✓	✓	✓
Trade Contractor Proposal Form	✓	✓	✓
Addenda: 1 (Acknowledged & Dated)	✓	✓	✓
Bid Category: Trade Contractor Number Identified	✓	✓	✓
Bid Amounts: Number & Written Matches (ITB-8)	✓	✓	✓
Alternate Amounts: If Applicable, Number & Written Matches (ITB-4)	N/A	N/A	N/A
Names of Principals, Partners, Owners: However applies (CPF)	✓	✓	✓
California Lic.#, Expirations, Name on Lic., Type of Lic. (CPF)	Lic #: 266222 / Exp.2/28/2013 / Lic: A, B, C-20, C-38, C-43	Lic #: 415172 / Exp. 11/30/2013 / Lic: B, C-53	Lic#: 777709 / Exp: 12/31/2011 / Lic: A, B
Signature Lines Complete & Signed by Authorized Co., Officer, incl. Corporate Seal (CPF)	✓	✓	✓
Bid Guarantee Form (CPF)	✓	✓	✓
Bid Bond: Attached, 10% Bid Amount, Notarized (CPF)	✓	✓	✓
Verify CA Admitted Surety on Bid Bond	✓	✓	✓
Designation of Subcontractors: Must incl. Name, City, State, Type of Work: in excess of one-half of one percent of Trade Contractor's total bid (CPF)	✓	✓	✓
Non-Collusion Affidavit: Signed and Notarized by Prime Trade Contractor Bidders (CPF)	✓	✓	✓
References (CPF)	✓	✓	✓
Contractor's Cert. Regarding Worker's Comp (CPF)	✓	✓	✓
Acknowledgement of Bidding Practices Regarding Indemnity (CPF)	✓	✓	✓
Bidders Acknowledgement of Project Milestone Schedule (CPF)	✓	✓	✓
List of Current Projects: Backlog (CPF)	✓	✓	✓
List of Completed Projects: Last three years (CPF)	✓	✓	✓
Experience and Technical Questionnaire (CPF)	✓	✓	✓
Site Visit Certification (CPF)	✓	✓	✓
Trade Contractor Injury and Illness Prevention Plan (OCIP)	✓	✓	NO
Total Bid Amount (Alternates Included)	\$498,000	\$510,000	\$529,500

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Bruce Baron, Chancellor
REVIEWED BY: Charlie Ng, Vice Chancellor, Fiscal Services
PREPARED BY: Diana Johnson, Bond Program Manager, Kitchell/BRj/Seville
DATE: December 08, 2011
SUBJECT: Consideration of Approval of Proposal from Steinberg Architects –
CHC Physical Education Complex

RECOMMENDATION

It is recommended that the Board of Trustees approve a proposal and award a contract to Steinberg Architects for architectural services for the Physical Education Complex at CHC in the amount of \$428,165.

OVERVIEW

This project provides 11,940 sq. ft. of new space to address the needs for the Health & Physical Education programs. This project includes dance/yoga, fitness center, locker, and office spaces. Site improvements will also include the existing service road and pedestrian connection to the main portion of campus. The construction budget for this project is approximately \$4.3 million and is funded by Measure M.

ANALYSIS

The negotiated fee for these services is \$428,165.

BOARD IMPERATIVE

III. Resource Management for Efficiency, Effectiveness, and Excellence

FINANCIAL IMPLICATIONS

Included in 2011-12 Measure M budget.

Kitchell/BRJ/Seville

11711 Sand Canyon Road, Yucalpa, CA 92399

Project Memo

Ph: 909.435.4169 - Fax: 909.794.8901

DATE: November 17, 2011

No - M CHC PE Complex Bldg 001

TO: Charlie Ng
Vice Chancellor of Fiscal Services
San Bernardino Community College District (SBCCD)

FROM: Gary Weinstein
Project Manager
Kitchell/BRJ/Seville

RE: Crafton Hills College (CHC)
PROJECT #: PE Complex
Steinberg Architects Architectural Contract

SCOPE:

SBCCD approval of Steinberg Architects architectural services contract for the CHC PE Complex project.

NARRATIVE:

Direction has been received from SBCCD and CHC that the PE Complex project will move forward with design. Since this direction Kitchell/BRJ/Seville and Steinberg Architects have had a series of meetings and discussions. Contract negotiations have been finalized and both parties are confident that a fair and reasonable contract and fee have been agreed upon. The final agreed upon fee is in the amount of \$428,165.00. This fee, which includes the LEED Silver component and specialty consultants, is \$428,165.00 which is 10% of the estimated construction budget of \$4,281,650.00.

RECOMMENDATION:

Kitchell/BRJ/Seville recommends that SBCCD approve Steinberg Architects architectural service contract for the CHC PE Complex project in the amount of \$428,165.00.

With your concurrence with this recommendation Steinberg Architects architectural services contract for the CHC PE Complex project will be presented to the SBCCD board at the upcoming December 8, 2011 board meeting.

BUDGET INFORMATION/FISCAL IMPACT:

PE Complex Project - 8102

Info from Measure M Budget version 20

Project Original Budget Amount:	\$ 6,042,132.71
Project Current Spent to date:	\$ 0.00
Project Current Estimate to Complete:	\$ 6,042,132.71
Project Memo Forecast Cost:	\$ 428,165.00
Project Change Amount:	\$ 0.00

Budget Line Item will be 6220.10 - Architectural Fees

<input checked="" type="radio"/> I concur with this recommendation	<i>Diana Johnson</i> <i>11/17/11</i>
<input type="radio"/> I do not concur with this recommendation	Diana Johnson, Program Manager, Kitchell/BRJ/Seville

<input checked="" type="radio"/> I concur with this recommendation	<i>Charlie Ng</i>
<input type="radio"/> I do not concur with this recommendation	Charlie Ng, VC of Fiscal Services, SBCCD

Attachments: Steinberg Architects Proposal Details/Backup (3 pages)
Cc: Diana Johnson; Bruce McDonald - Kitchell/BRJ/Seville
David Hart; Jefferson Schlerbeek - Steinberg Architects
File

November 14, 2011

Charlie Ng
Vice Chancellor
San Bernardino Community College District
114 South Del Rosa Drive
San Bernardino, CA 92408

Re: Crafton Hills College - Physical Education Building
Proposal for Architectural Services

Dear Mr. Ng:

Steinberg Architects (Architect) is pleased to submit this Proposal for Architectural Services to San Bernardino Community College District (Owner) for the Crafton Hills College Physical Education Building.

I. SCOPE OF WORK

- A. The project is anticipated to be 9,875 GSF.
- B. The estimated construction cost of the project is \$4,281,653.
- C. The building site is immediately north of the existing science and math modular classroom buildings and south of the aquatic complex.
- D. The project consists of a new structure to house a fitness center, dance and yoga studios, locker rooms and faculty offices. The structure will connect at its upper floor to the level of the adjacent Aquatic Center.
- E. Demolition of the existing Gymnasium building and replacement of the building's footprint with landscaping.
- F. Accessible pedestrian connections to the new Physical Education building and the Aquatic Center.
- G. The project shall be designed to meet LEED Silver requirements. Services include LEED documentation, coordination and certification services. LEED processing by others.
- H. The exterior design of the building will be designed to coordinate with the campus master plan and design standards.

II. SCOPE OF SERVICES

Steinberg Architects and its consultants will provide Basic Services including architectural, structural, mechanical, electrical, plumbing, civil, and landscape. In addition, Steinberg Architects and its consultants will provide Specialty Services for information technology, fire protection, and post construction storm water best management practice.

The Architect shall not be responsible for any Additional Services not expressly set forth herein except upon a written agreement signed by both parties.

III. COMPENSATION AND PAYMENT

Steinberg Architects will provide Basic Services and designated Specialty Consultant Services including Basic Expenses for **Four Hundred Twenty Eight Thousand One Hundred Sixty Five dollars (\$428,165.)**

IV. HOURLY RATES

For hourly or Additional Services as agreed to by both parties, the Architect's hourly rates as of September 1, 2011 are set forth below. The Architect's hourly rates are adjusted annually on the first of September, in accordance with normal salary review practices. The rates represent the range for professional and administrative personnel. Project-specific roles for personnel will be established with the appropriate rate.

Principal	\$190-280	Job Captain	\$132
Senior Project Architect	\$170	Intermediate Designer	\$108
Senior Project Manager	\$170	Entry Level Designer	\$98
Project Manager	\$155	Administrative Staff	\$85
Project Architect	\$148	Intern	\$69
Project Designer	\$143		

V. REIMBURSABLE EXPENSES

- A. Basic Reimbursable Expenses are included in the total project fee as described in Terms and Conditions Exhibit D.
- B. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner.
- C. Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants.
- D. Site office and other similar project office related expenditures.

VII. SCHEDULE

Programming	62 Days
Design (SD/DD/CD)	182 Days
DSA Approval	180 Days (Estimate)
Bid & Award	89 Days
Construction Administration	304 Days
Closeout	62 Days

VIII. EXCLUSIONS

- A. Building condition assessments
- B. Hazmat survey

- C. Geotechnical study
- D. Topographic survey
- E. Measured or as-built documents
- F. Atmospheric diffusion modeling and wind tunnel testing.
- G. Industrial Hygienist
- H. Commissioning Services
- I. Legal, accounting and insurance services
- J. Campus infrastructure improvements not part of the original scope of work
- K. Services related to areas outside of the project area, see attached Scope Boundary
- L. Multiple-Prime Contracting

VIII. INVOICING

The Architect shall invoice its time and Reimbursable Expenses monthly, and invoices are due and payable within thirty (30) days from the invoice date.

Please call if you have any questions concerning this Proposal. We look forward to a good working relationship and to a successful project.

Sincerely,



David Hart, AIA
Executive Vice President

cc: Irene Ngo

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Bruce Baron, Chancellor
REVIEWED BY: Charlie Ng, Vice Chancellor, Fiscal Services
PREPARED BY: Diana Johnson, Bond Program Manager, Kitchell/BRj/Seville
DATE: December 08, 2011
SUBJECT: Consideration of Approval of Proposal from Steinberg Architects –
CHC Occupational/ Education 2 Building

RECOMMENDATION

It is recommended that the Board of Trustees approve a proposal and award a contract to Steinberg Architects for architectural services for the Occupational Education 2 Building at CHC in the amount of \$1,457,200.

OVERVIEW

The Occupational Education 2 Building provides a new replacement building to address the needs for the Fire Technology, Emergency Medical Services, Public Safety and Services, and Respiratory Care programs. The project consists of lecture, lab, office, and vehicular storage spaces. There will also be a series of site improvements to address existing and future site conditions. The construction budget for this project is approximately \$16.7 million and is funded by Measure M.

ANALYSIS

The negotiated fee for these services is \$1,457,200.

BOARD IMPERATIVE

III. Resource Management for Efficiency, Effectiveness, and Excellence

FINANCIAL IMPLICATIONS

Included in 2011-12 Measure M budget.

Kitchell/BRj/Seville

Project Memo

11711 Sand Canyon Road, Yucaipa, CA 92399

Ph: 909.435.4159 - Fax: 909.794.8901

DATE: November 10, 2011

No - M CHC OE2 Bldg 001

TO: Charlie Ng
Vice Chancellor of Fiscal Services
San Bernardino Community College District (SBCCD)

FROM: Geoff Bachanas
Project Manager
Kitchell/BRj/Seville

RE: Crafton Hills College (CHC)
PROJECT #: OE2 Building
Steinberg Architects Architectural Contract

SCOPE:

SBCCD approval of Steinberg Architects architectural services contract for the CHC OE2 Building.

NARRATIVE:

Direction has been received from SBCCD and CHC that the OE2 Building will move forward with design. Since this direction Kitchell/BRj/Seville and Steinberg Architects have had a series of meetings and discussions. Contract negotiations have been finalized and both parties are confident that a fair and reasonable contract and fee have been agreed upon. The final agreed upon fee is in the amount of \$1,460,200.00. The base services fee, which includes the LEED Silver component, is \$1,328,320.00 which is 7.96% of the estimated construction budget of \$16,696,091.00. The specialty consultants and expenses services fee is \$128,880.00 which is an additional 0.77% for a total fee percentage of 8.72% for the CHC OE2 Building.

RECOMMENDATION:

Kitchell/BRj/Seville recommends that SBCCD approve Steinberg Architects architectural service contract for the CHC OE2 Building in the amount of \$1,460,200.00. ~~\$1,460,200.00~~ \$1,457,200.00 GB

With your concurrence with this recommendation Steinberg Architects architectural services contract for the CHC OE2 Building will be presented to the SBCCD board at the upcoming December 8, 2011 board meeting.

BUDGET INFORMATION/FISCAL IMPACT:

OE2 Building Project - 5625

Info from Measure M Budget version 20

Project Original Budget Amount:	\$ 23,804,223.35
Project Current Spent to date:	\$ 0.00
Project Current Estimate to Complete:	\$ 23,804,223.35
Project Memo Forecast Cost:	\$ 1,460,200.00 \$1,460,200.00 \$1,457,200.00 GB
Project Change Amount:	\$ 0.00

Budget Line Item will be 6220.10 - Architectural Fees

<input checked="" type="radio"/> I concur with this recommendation	<i>Diana Johnson</i> 11/10/11
<input type="radio"/> I do not concur with this recommendation	Diana Johnson, Program Manager, Kitchell/BRj/Seville
<input checked="" type="radio"/> I concur with this recommendation	<i>[Signature]</i> 11/10/11
<input type="radio"/> I do not concur with this recommendation	Charlie Ng, VC of Fiscal Services, SBCCD

Attachments: Steinberg Architects Proposal Details/Backup (5 pages)

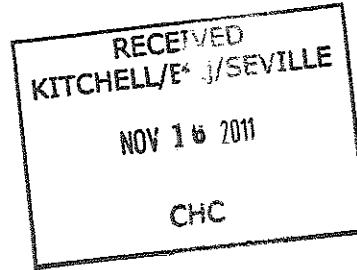
Cc: Diana Johnson; Bruce McDonald - Kitchell/BRj/Seville
David Hart; Jefferson Schierbeek - Steinberg Architects
File

[Handwritten signature]
11/10/11

Steinberg Architects

523 West 6th Street, Suite 245
Los Angeles, California 90014
www.steinbergarchitects.com

November 14, 2011



Charlie Ng
Vice Chancellor
San Bernardino Community College District
114 South Del Rosa Drive
San Bernardino, CA 92408

Re: Crafton Hills College - Occupational Education Building
Proposal for Architectural Services

Dear Mr. Ng:

Steinberg Architects (Architect) is pleased to submit this Proposal for Architectural Services to San Bernardino Community College District (Owner) for the Crafton Hills College Occupational Education (OE2) Building.

I. SCOPE OF WORK

- A. The project is anticipated to be 33,087 GSF.
- B. The estimated construction cost of the project is \$16,696,091.
- C. The building site is located at the eastern end of the campus, directly south of Parking Lot H.
- D. The project consists of demolition of the existing OE2 Building; re-grading of the slope directly to the northeast and a new single level structure comprised of a fire and emergency services program, an equipment bay for fire trucks and other emergency equipment, classrooms, faculty offices and building support spaces.
- E. The project shall be designed to meet LEED Silver requirements. Services include LEED documentation, coordination and certification services. LEED processing by others.
- F. The exterior design of the building will be designed to coordinate with the campus master plan and design standards.

II. SCOPE OF SERVICES

Steinberg Architects and its consultants will provide Basic Services including architectural, structural, mechanical, electrical, plumbing, civil, and landscape. In addition, Steinberg Architects and its consultants will provide Specialty Services for information technology, fire protection, and post construction storm water best management practice.

The Architect shall not be responsible for any Additional Services not expressly set forth herein except upon a written agreement signed by both parties.

III. COMPENSATION AND PAYMENT

Steinberg Architects will provide Basic Services and designated Specialty Consultant Services including Basic Expenses for **One Million Four Hundred Fifty Seven Thousand Two Hundred dollars (\$1,457,200)** per the attached Service & Fee Matrix.

415.683.2000 San Francisco
408.295.5446 San José
213.629.0500 Los Angeles
+86.21.3368.6860 Shanghai

IV. HOURLY RATES

For hourly or Additional Services as agreed to by both parties, the Architect's hourly rates as of September 1, 2011 are set forth below. The Architect's hourly rates are adjusted annually on the first of September, in accordance with normal salary review practices. The rates represent the range for professional and administrative personnel. Project-specific roles for personnel will be established with the appropriate rate.

Principal	\$190-280	Job Captain	\$132
Senior Project Architect	\$170	Intermediate Designer	\$108
Senior Project Manager	\$170	Entry Level Designer	\$98
Project Manager	\$155	Administrative Staff	\$85
Project Architect	\$148	Intern	\$69
Project Designer	\$143		

V. REIMBURSABLE EXPENSES

- A. Basic Reimbursable Expenses are included in the total project fee as described in Terms and Conditions of the Agreement Exhibit D.
- B. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner.
- C. Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants.
- D. Site office and other similar project office related expenditures.

VII. SCHEDULE

Design (SD/DD/CD)	365 Days
DSA Approval	180 Days (Estimate)
Bid & Award	90 Days
Construction Administration	548 Days
Closeout	90 Days

VIII. EXCLUSIONS

- A. Building condition assessments
- B. Hazmat survey
- C. Geotechnical study
- D. Topographic survey
- E. Measured or as-built documents
- F. Atmospheric diffusion modeling and wind tunnel testing.
- G. Industrial Hygienist
- H. Commissioning Services
- I. Legal, accounting and insurance services
- J. Campus infrastructure improvements not part of the original scope of work

San Bernardino Community College District
Crafton Hills College - Occupational Education Building (OE2)
Proposal for Architectural Services
Page 3 of 3

- K. Services related to areas outside of the project area, see attached Scope Boundary
- L. Multiple-Prime Contracting

VIII. INVOICING

The Architect shall invoice its time and Reimbursable Expenses monthly, and invoices are due and payable within thirty (30) days from the invoice date.

Please call if you have any questions concerning this Proposal. We look forward to a good working relationship and to a successful project.

Sincerely,

A handwritten signature in black ink, appearing to read "D. Hart", written in a cursive style.

David Hart, AIA
Executive Vice President

cc: Irene Ngo

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Bruce Baron, Chancellor
REVIEWED BY: Charlie Ng, Vice Chancellor, Fiscal Services
PREPARED BY: Diana Johnson, Bond Program Manager, Kitchell/BRj/Seville
DATE: December 08, 2011
SUBJECT: Consideration of Approval of Proposal from National Engineering & Consulting, Inc.

RECOMMENDATION

It is recommended that the Board of Trustees approve a proposal and award a contract for National Engineering & Consulting, Inc. (NEC) for architectural services for the Solar Farm project at CHC in the amount of \$5,000.

OVERVIEW

It has been determined that the CHC Solar Farm project would benefit from having a third party review of the Rosendin Electric design build documents.

ANALYSIS

NEC will review the drawings and calculations for life safety and code compliance issues. NEC will then develop a written list of comments and questions and/or provide a marked-up set of the structural drawings and calculations for District's review. If the District elects to have Rosendin Electric or their structural subconsultant respond to NEC's comments, NEC will review these responses until the District is satisfied.

The negotiated fee for these services is \$5,000.

BOARD IMPERATIVE

III. Resource Management for Efficiency, Effectiveness, and Excellence

FINANCIAL IMPLICATIONS

Included in 2011-12 Measure M budget.

Kitchell/BRJ/Seville

Project Memo

11711 Sand Canyon Road, Yucaipa, CA 92399

Ph: 909.435.4159 - Fax: 909.794.8901

DATE: November 9, 2011

No -010 M CHC Solar Project

TO: Charlie Ng
Vice Chancellor Fiscal Services
San Bernardino Community College District (SBCCD)

FROM: Gary Weinstein
Project Manager
Kitchell/BRJ/Seville

RE: Crafton Hills College (CHC)
Solar Farm Project Third party Reviewer Contract

SCOPE:

SBCCD to approve the third party reviewer contract with National Engineering & Consulting for the Solar farm at Crafton Hills College.

NARRATIVE:

It has been determined that the CHC Solar Farm project would benefit from having a third party review of the design build documents structural and electrical elements. The total contracted not to exceed time and material price is \$5,000.00.

RECOMMENDATION:

Kitchell/BRJ/Seville recommends approving the Contract with National Engineering & Consulting for the solar farm at Crafton Hills College in the amount of \$5,000.00. This project will be funded by both Measure P and Measure M funds.

BUDGET INFORMATION/FISCAL IMPACT:

PE Complex Project - 8102

Info from Measure M Budget version 20

Project Original Budget Amount: \$ 7,142,132.71

Project Current Spent to date: \$ 10,000.00

Project Current Estimate to Complete: \$ 7,142,122.71

Project Memo Forecast Cost: \$ 5,000.00

Project Change Amount: \$ 0.00

Budget Line Item will be 6120.10 - Architectural Fees

I concur with this recommendation Diana Johnson 11/10/11
 I do not concur with this recommendation Diana Johnson, Program Manager, Kitchell/BRJ/Seville

I concur with this recommendation [Signature] 11/10/11
 I do not concur with this recommendation Charlie Ng Vice Chancellor of Fiscal Services, SBCCD

[Signature]
11/10/11

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Bruce Baron, Chancellor
REVIEWED BY: Charlie Ng, Vice Chancellor, Fiscal Services
PREPARED BY: Diana Johnson, Bond Program Manager, Kitchell/BRj/Seville
DATE: December 08, 2011
SUBJECT: Consideration of Approval of Proposal from Leighton Consulting, Inc.

RECOMMENDATION

It is recommended that the Board of Trustees approve a proposal and award a contract to Leighton Consulting, Inc. for geotechnical, special inspection and testing services for the Community Recreational Facility (CRF) Leadership in Energy and Environmental Design (LEED) Solar Heating Panels project at CHC in the amount of \$9,500.

OVERVIEW

The CRF LEED Solar Heating Panels project includes construction of a new solar panel array north of the CRF parking lot. The new solar panel array includes a total of 246 solar heating panels, associated solar piping, associated solar mechanical equipment, and other miscellaneous items. The project is a component of the original CRF project and will enable the CRF to achieve LEED certification.

As a Division of the State Architect certified project, geotechnical observation, special inspection and testing services are required to ensure all items are installed per the contract documents and up to current code and standards.

ANALYSIS

Geotechnical, special inspection and testing services will be provided for site excavations, fills, foundation preparation, concrete, structural steel, and miscellaneous fasteners. The negotiated fee for these services is \$9,500.

BOARD IMPERATIVE

III. Resource Management for Efficiency, Effectiveness, and Excellence

FINANCIAL IMPLICATIONS

Included in 2011-12 Measure P budget.

DATE: November 9, 2011

No - P CHC CRF 054

TO: Charlie Ng
Vice Chancellor of Fiscal Services
San Bernardino Community College District (SBCCD)

FROM: Geoff Bachanas 
Project Manager
Kitchell/BRj

RE: Crafton Hills College (CHC)
PROJECT #: Community Recreational Facility (CRF) LEED Solar Heating Panels
Geotechnical, Special Inspection and testing during construction

SCOPE:

SBCCD approval of proposal and authorization to submit a contract to the SBCCD Board of Trustees for Leighton Consulting, Inc. geotechnical, special inspection and testing services for the CRF LEED Solar Heating Panel project.

NARRATIVE:

As stated in the SBCCD standard general conditions special inspection and testing during construction is paid for by the owner, which is standard across the construction industry. This expense is budgeted and will be paid within the specific project budgets established for Measure P.

Per section 01 45 29 *Testing Laboratory Services* the owner is to pay for the following special inspection and testing as needed during construction: site excavation / fills / foundation preparation, concrete, masonry, structural steel, wood, miscellaneous fasteners, veneer, spray applied fire proofing, and insulation concrete deck fill.

Leighton Consulting, Inc. was selected by the SBCCD and CHC selection committee through the SBCCD board approved consultant selection process to provide geotechnical, special inspection and testing services for projects at CHC. Therefore, Leighton Consulting, Inc. will be providing the geotechnical, special inspection and testing services for the CRF LEED Solar Heating Panel project. Attached is their negotiated proposal.

RECOMMENDATION:

Kitchell/BRj recommends that SBCCD approve the proposal from Leighton Consulting, Inc. in the amount of \$9,500.00 for geotechnical, special inspections and testing services for the CRF LEED Solar Heating Panel project. With your approval of the recommendation Kitchell/BRj will prepare a contract for this work and it will be submitted it to the upcoming December 8, 2011 SBCCD Board of Trustees meeting for formal approval.

Just a note...Leighton Consulting, Inc. already has an approved Measure M contract for geotechnical, special inspections and testing services, but because the CRF LEED Solar Heating Panel project is a Measure P project a separate contract will be prepared, approved and utilized for this scope of work.

BUDGET INFORMATION/FISCAL IMPACT:

Community Recreation Facility Project - 9617

Info from Measure P Budget version 44

Project Original Budget Amount: \$ 13,014,539.41
Project Current Spent to date: \$ 11,284,788.10
Project Current Estimate to Complete: \$ 12,443,807.97
Project Memo Forecast Cost: \$ 9,500.00 – budget transfer from 6210.23 Chancellors Office
Project Change Amount: \$ 0.00
Budget Line Item will be 6210.13 – Testing

<input checked="" type="radio"/> I concur with this recommendation	<i>Diana Johnson</i> <i>Bum 11/9/11</i>
<input type="radio"/> I do not concur with this recommendation	<i>11/10/11</i> Diana Johnson, Program Manager, Kitchell/BRj

<input checked="" type="radio"/> I concur with this recommendation	<i>[Signature]</i> <i>11/10/11</i>
<input type="radio"/> I do not concur with this recommendation	Charlie Ng, VC of Fiscal Services, SBCCD

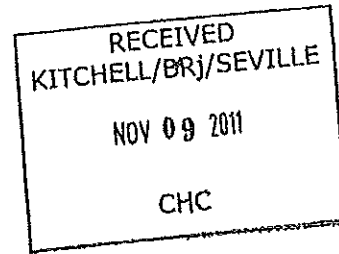
Attachments: Leighton Consulting, Inc. proposal dated November 9, 2011 (4 pages)

Cc: Diana Johnson; Bruce McDonald; Sheila Nelson; Felisa Whitfield – Kitchell/BRj
File

[Signature]
11/9/11



Leighton Consulting, Inc.
A LEIGHTON GROUP COMPANY



November 9, 2011

Proposal No. P602-02200

To: San Bernardino Community College District
c/o Kitchell/BRJ
11711 Sand Canyon Road
Yucaipa, California 92399

Attention: Mr. Geoff Bachanas

Subject: Proposal for Geotechnical Observation and Testing and Materials Testing Services During Construction of Proposed Community Recreation Facility Thermal Solar Array, Crafton Hills College, 11711 Sand Canyon Road, Yucaipa, California

Introduction

Leighton Consulting, Inc. is pleased to provide this proposal for geotechnical observation and testing, materials testing and special inspection services during construction of the proposed Community Recreation Facility Thermal Solar Array project at Crafton Hills College, located at 11711 Sand Canyon Road in the City of Yucaipa, California. This proposal is based in part on our review of the project specifications, and on design plans prepared by Steinberg Architects.

Project Description

Based on the project plans titled, "Crafton Hills College Community Recreation Facility-Alternate Energy," prepared by Steinberg Architects, we understand that this project includes construction of a new solar panel array north of the Community Recreation Facility parking lots located in the northeastern portion of the Crafton Hills College campus. The proposed array includes a total of 246 thermal solar panels arranged in three rows, all resting atop a roughly 20,000-square-foot concrete slab-on-grade, which

will be poured on an existing slope. Water will be pumped between the proposed thermal solar panel array and existing swimming pool via two proposed 8-inch-diameter PVC pipes, passing under the existing parking lot at the eastern end of the proposed array. Trenches for these proposed pipes will be backfilled and restored to their current conditions at the surface. Grading for this project is expected to be minimal, if any.

Since we do not have specific schedules for the contractor and subcontractors who will work during the grading and construction phases of the project, we have made assumptions regarding the amount of time our services will be required, based on our conversation.

Proposed Scope of Work

Geotechnical observation and testing services will be required during earthwork. We propose the following scope of work:

- Part-time geotechnical observation and testing services provided by a qualified soil technician for utility trench backfill, aggregate base preparation for pavement, and during asphalt placement and compaction.
- Our services may also include collecting concrete samples and testing these in our laboratory.
- Laboratory testing of representative soil samples for maximum dry density and optimum moisture content, sieve analysis, and sand equivalent.
- Preparation of daily field reports by our technicians summarizing each day's earthwork-related activities, including areas tested and those areas requiring retesting.
- Engineering analysis, data review, supervision and project management of our services will be provided by an Associate Engineer and Field Operations Manager.
- Preparation of a geotechnical report presenting a summary of the earthwork activities and the results of our field and laboratory testing performed during construction.

Changes to the drawings and specifications and updates to the construction schedule may affect our scope and budget. Material testing and special inspections not

referenced in our estimated budget will be charged in accordance with our fee schedule in effect at the time other work is initiated. No consideration is given for overtime and costs of inspection at local or remote prefabrication plants.


Fees and Terms

Our charges will accumulate on a time-and-materials basis in accordance with our attached 2011 Professional Fee Schedule for SBCCD. We have estimated a budget of Nine Thousand Five Hundred Dollars (\$9,500). The actual charges will depend on your contractors' schedule, pace and efficiency. A preliminary breakdown of our estimated fee for services during construction is presented on Table 1, attached. If the above scope of services is acceptable to you, please provide us with your contract.

We appreciate the opportunity to be of continued service to San Bernardino Community College District. If you have any questions or information that would update our scope of work, please call us at your convenience.

Respectfully submitted,

LEIGHTON CONSULTING, INC.


Jason D. Hertzberg, PE, GE
Associate Engineer

MDH/JDH

Attachments: Table 1 - Breakdown of Estimated Fees
2011 Professional Fee Schedule for SBCCD

Distribution: (1) Addressee



Leighton Consulting Ltd.
CONSULTING ENGINEERS

TABLE 1.
BREAKDOWN OF ESTIMATED FEES
GEOTECHNICAL OBSERVATION & MATERIALS TESTING DURING CONSTRUCTION
P602-02200

Geotechnical and Materials Laboratory Tests

	<u>Quantity</u>	<u>Unit Rate</u>	<u>Amount</u>	
Concrete Cylinders Compression	8	\$25	\$200	
Modified Proctor	1	\$220	\$220	
Pick-up and delivery	2	\$80	<u>\$160</u>	
			Subtotal:	\$580

Geotech Observation and Materials Testing

	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>	
Soil Technician	68	\$78	\$5,304	
Reinforced Concrete Technician	12	\$78	\$936	
Field Operations Manager	3	\$145	\$435	
Vehicle	55	\$11	<u>\$605</u>	
			Subtotal:	\$7,280

QA/QC and Project Management

	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>	
Associate Engineer	4	\$175	<u>\$700</u>	
			Subtotal:	\$700

Report Preparation

\$940

ESTIMATED FEE:

\$9,500



Leighton

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Bruce Baron, Chancellor
REVIEWED BY: Charlie Ng, Vice Chancellor, Fiscal Services
PREPARED BY: Diana Johnson, Bond Program Manager, Kitchell/BRj/Seville
DATE: December 08, 2011
SUBJECT: Consideration of Approval of Proposal from AEI CASC Consulting

RECOMMENDATION

It is recommended that the Board of Trustees approve a proposal and award a contract to AEI CASC Consulting for consulting survey services for the Community Recreational Facility (CRF) Leadership in Energy and Environmental Design (LEED) Solar Heating Panels project at CHC in the amount of \$6,825.

OVERVIEW

The CRF LEED Solar Heating Panels project includes construction of a new solar panel array north of the CRF parking lot. The new solar panel array includes a total of 246 solar heating panels, associated solar piping, associated solar mechanical equipment, and other miscellaneous items. The project is a component of the original CRF project and will enable the CRF to achieve LEED certification.

ANALYSIS

Survey services will be provided for property boundaries, rough grade staking and foundation construction. The negotiated fee for these services is \$6,825.

BOARD IMPERATIVE

III. Resource Management for Efficiency, Effectiveness, and Excellence

FINANCIAL IMPLICATIONS

Included in 2011-12 Measure P budget.

DATE: November 9, 2011

No - P CHC CRF 053

TO: Charlie Ng
Vice Chancellor of Fiscal Services
San Bernardino Community College District (SBCCD)

FROM: Geoff Bachanas *GB*
Project Manager
Kitchell/BRj

RE: Crafton Hills College (CHC)
PROJECT #: Community Recreational Facility (CRF) LEED Solar Heating Panels
Construction Surveying, Staking, and Field Engineering

SCOPE:

SBCCD approval of proposal and authorization to submit a contract to the SBCCD Board of Trustees for AEI CASC Consulting survey services for the CRF LEED Solar Heating Panel project.

NARRATIVE:

As stated in the SBCCD standard general conditions construction surveying, staking, and field engineering is paid for by the owner. This is in order to maintain continuity, clarity, and simplicity throughout the course of the project. This expense is budgeted and will be paid within the specific project budgets established for Measure P.

Per section 01 71 23 *Field Engineering* the owner is to pay for the following construction surveying, staking, and field engineering: property boundaries, rough grade staking, storm drain system (site and off-site areas), curb / curb & gutter / "v" gutter (site and off-site areas), sewer/electrical stakes (site and off-site areas), domestic / fire water / gas lines (site and off-site areas), retaining / planting / seat wall staking, and site and off-site work stakes. The contractor will provide any additional surveying, staking, and field engineering if required at their own expense.

AEI-CASC Consulting was selected by the SBCCD and CHC selection committee through the SBCCD board approved consultant selection process to provide survey services for projects at CHC. Therefore, AEI-CASC Consulting will be providing the construction surveying, staking, and field engineering for the CRF LEED Solar Heating Panel project. Attached is their negotiated proposal.

RECOMMENDATION:

Kitchell/BRj recommends that SBCCD approve the proposal from AEI-CASC Consulting in the amount of \$6,825.00 for construction survey, staking, and field engineering for the CRF LEED Solar Heating Panel project. With your approval of the recommendation Kitchell/BRj will prepare a contract for this work and it will be submitted it to the upcoming December 8, 2011 SBCCD Board of Trustees meeting for formal approval.

Just a note...AEI CASC Consulting already has an approved Measure M contract for survey services, but because the CRF LEED Solar Heating Panel project is a Measure P project a separate contract will be prepared, approved and utilized for this scope of work.

BUDGET INFORMATION/FISCAL IMPACT:

Community Recreation Facility Project - 9617

Info from Measure P Budget version 44

Project Original Budget Amount: \$ 13,014,539.41
 Project Current Spent to date: \$ 11,284,788.10
 Project Current Estimate to Complete: \$ 12,443,807.97
 Project Memo Forecast Cost: \$ 6,825.00 - budget transfer from 6210.23 Chancellors Office
 Project Change Amount: \$ 0.00
 Budget Line Item will be 6210.59 - Surveying

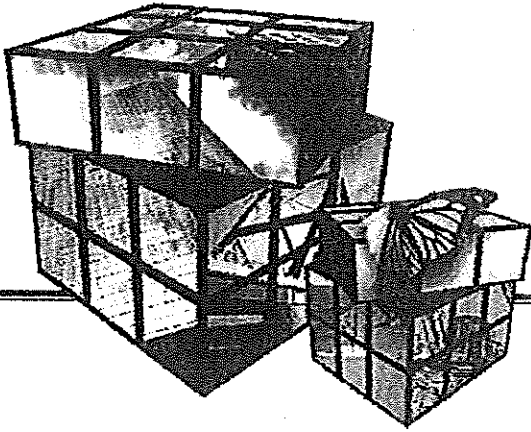
I concur with this recommendation *Brian 11/8/11*
 I do not concur with this recommendation *Diana Johnson 11/10/11*
 Diana Johnson, Program Manager, Kitchell/BRj

I concur with this recommendation *11/10/11*
 I do not concur with this recommendation *Charlie Ng, VC of Fiscal Services, SBCCD*

Attachments: AEI-CASC Consulting proposal dated November 8, 2011 (3 pages)

Cc: Diana Johnson; Bruce McDonald; Sheila Nelson; Felisa Whitfield - Kitchell/BRj
File

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11/9/11



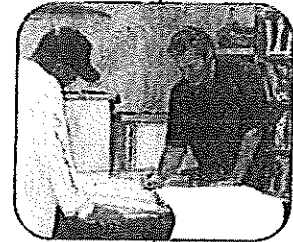
RECEIVED
KITCHELL/BRJ/SEVILLE
NOV 08 2011
CHC

AEI-CASC
CONSULTING

Engineering our future

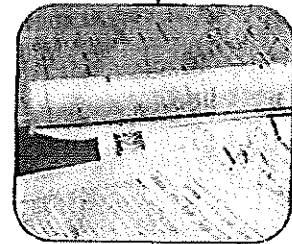
SURVEY SERVICES
CRAFTON HILLS COLLEGE
CRF LEED SOLAR HEATING PANELS

November 8, 2011



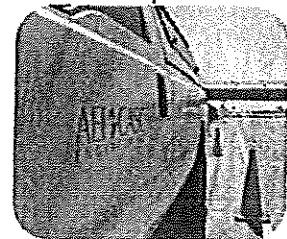
Submitted To:

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
c/o Mr. Geoffrey Bachanas
114 South Del Rosa Drive
San Bernardino, Ca 92408



Submitted By:

AEI-CASC CONSULTING
Richard S. Furlong, P.L.S.
937 S. Via Lata, Suite 500
Colton, CA 92324





November 8, 2011

Mr. Geoffrey Bachanas
c/o KITCHELL
"Survey Consultant"
San Bernardino Community College District
114 South Del Rosa Drive
San Bernardino, CA 92408

RE: CRAFTON HILLS COLLEGE - CRF LEED SOLAR HEATING PANELS - FOR SAN BERNARDINO COMMUNITY COLLEGE DISTRICT (SBCCD)

Dear Mr. Bachanas,

Thank you for considering AEI-CASC Consulting to provide survey services for the above referenced project.

Enclosed please find our proposal, which includes the Scope of Services, Schedule of Fees, Hourly Rate Schedule, Consultant Agreement, and the Notice to Proceed. Please review the proposal and feel free to call if you have any questions.

If you wish to proceed, please sign and return the Consulting Agreement. We will return a fully executed copy of the agreement to you for your record.

Please do not hesitate to contact me should you have any questions.

Sincerely,

AEI-CASC CONSULTING

A handwritten signature in black ink, appearing to read 'Richard S. Furlong', is written over a horizontal line.

Richard S. Furlong, P.L.S.
Director of Field Operations

/ss

Encl.: Proposal No. 2011-0166

SCOPE OF SERVICES

CONSTRUCTION STAKING

A. PROPERTY BOUNDARIES

AEI-CASC Consulting will provide boundaries of work.

B. ROUGH GRADE STAKING

AEI-CASC Consulting will:

- I. Established temporary bench control.
- II. Stake site at 50 ft grid, grade breaks, angle points, B.C.'s and E.C.'s.

C. FOUNDATION CONSTRUCTION

AEI-CASC Consulting will:

- I. Establish horizontal and vertical control.
- II. Provide building pad certification and As-builts for District.
- III. Provide bench marks in each area for vertical control.

PROJECT FEES

A. PROPERTY BOUNDARIES	\$2,275.00
B. ROUGH GRADE STAKING	\$2,275.00
C. FOUNDATION CONSTRUCTION	\$2,275.00
AMOUNT OF TOTAL CONTRACT:	<u>\$6,825.00</u>

Note: Time is to be billed only as incurred on a time and material basis in accordance with our standard hourly fee rate schedule and not to exceed the total contract amount. Additional time will be billed on a time and material basis in accordance with our standard hourly fee rate schedule and will be covered under a separate contract addendum as approved and authorized by the Client.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Bruce Baron, Chancellor
REVIEWED BY: Charlie Ng, Vice Chancellor, Fiscal Services
PREPARED BY: Diana Johnson, Bond Program Manager, Kitchell/BRj/Seville
DATE: December 08, 2011
SUBJECT: Consideration of Approval of Amendment 001 to Citadel Environmental Services, Inc. Contract at SBVC

RECOMMENDATION

It is recommended that the Board of Trustees approve Amendment 001 to Citadel Environmental Services, Inc. contract for additional consulting services for the Auditorium Project at SBVC in the amount of \$31,890.

OVERVIEW

The Amendment is included for asbestos consulting services at the Auditorium Renovation project consisting of survey, construction monitoring, preparation of plans and specifications, testing, clearances, and general oversight of all asbestos and environmentally regulated materials.

ANALYSIS

The effect of this amendment will be an addition of \$31,890 to the Citadel Environmental contract, resulting in a revised contract amount of \$118,214. There is no change to the project schedule.

BOARD IMPERATIVE

III. Resource Management for Efficiency, Effectiveness, and Excellence

FINANCIAL IMPLICATIONS

Included in 2011-12 Measure M budget.

Kitchell/BRj/Seville

Project Memo

701 S Mount Vernon, San Bernardino, CA 92410

Phone (909) 693-3160 - FAX (909) 889-9952

DATE: November 2, 2011

No - VC 052

TO: Charlie Ng
Vice Chancellor
San Bernardino Community College District (SBCCD)

FROM: Brooke Duncan
Project Manager
Kitchell/BRj/Seville



RE: San Bernardino Valley College (SBVC)
Auditorium
Asbestos Consulting Services Proposal

SCOPE:

SBCCD Approval for amendment to add consulting services for the Auditorium Project to Citadel Environmental Services, Inc. contract/purchase order #121073

NARRATIVE:

Citadel Environmental Services, Inc. is the RFP selected Consultant for Measure M projects involving environmental survey. Attached is a quote for a complete environmental survey, construction monitoring and all related reporting for regulated materials (ERMs). The value of the proposal is consistent with the size and age of the building structure relating to the proposed renovation activities outlined in the programming phase.

Current Contract details:

Survey, construction monitoring, preparation of plans and specs, testing, clearances, universal waste rule, and oversight for the following projects:
Business Building - \$24,384.00
Gym - \$61,940.00
Total Value: \$86,324.00
Project Memo V-51 requested an amendment to the contract for \$10,000.00 for Central Plant project (pending).


RECOMMENDATION:

Kitchell/BRj recommends that SBCCD grant approval for amendment to Citadel's current Contract/Purchase Order # 121073 in the amount of \$31,890.00

BUDGET INFORMATION:

Original Project Budget amount:	\$ 3,200,000.00
Spent to Date:	\$ 134,541.80
Project Current Estimate to Complete:	\$ 9,321,452.63
Project Memo Forecast Cost:	\$ 0.00
Project Change Amount:	\$ 31,890.00
Budget Line Item:	9517.5112

<input checked="" type="radio"/> I concur with this recommendation		11/14/11
<input type="radio"/> I do not concur with this recommendation	Diana Johnson, Program Manager, K/BRJ	

<input checked="" type="radio"/> I concur with this recommendation		11/9/11
<input type="radio"/> I do not concur with this recommendation	Charlie Ng, Vice Chancellor	

Attachments: Citadel proposal dated October 27, 2011

Cc: Felisa Whitfield - Kitchell/BRJ
File



CONSULTING CONTRACT AMENDMENT: 001
Citadel Environmental Services, Inc.

PROJECT: Valley College
701 South Mt Vernon
San Bernardino, CA

OWNER: San Bernardino Community College District(SBCCD)

TO: Citadel Environmental Services, Inc.
1725 Victory Blvd.
Glendale, CA 91201

Brief Description:

SBCCD Approval for amendment to add consulting services for the Auditorium project to Citadel Environmental Services, Inc. contract.

Attachments:

- Kitchell/BRj project memo VC-052
- Citadel proposal

Costs:

\$31,890.00 = Total amount of this Amendment

The original Contract Sum	\$86,324.00
Net change by previous Amendments	\$0.00
The Contract Sum prior to this Amendment	\$86,324.00
The Contract Sum will be increased by this Amendment	\$31,890.00
The new Contract Sum including this Amendment	\$118,214.00

The Contract Schedule as of this Amendment will be changed to include the schedule of construction for the Auditorium Project. Approx 12/1/2012 to 1/1/2014.

By signing this Amendment the SBCCD authorizes Citadel Environmental Services, Inc. to perform the scope of work listed above. SBCCD also authorizes and acknowledges that the amount of this Amendment will be paid via an amendment to Citadel Environmental Services, Inc Consulting contract with SBCCD.

Not valid until signed by all parties. Signature of Architect indicates agreement herewith, including any adjustment in the Contract Sum or Construction Schedule.

Authorized:

CONSULTANT
Citadel Environmental Services, Inc

PROGRAM MANAGER
Kitchell/BRj

OWNER
SBCCD

By: 

By: 

By: _____

Name: Lopen Wittkin

DATE: 11/9/11

DATE: 11/15/11

DATE: _____

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Bruce Baron, Chancellor
REVIEWED BY: Charlie Ng, Vice Chancellor, Fiscal Services
PREPARED BY: Diana Johnson, Bond Program Manager, Kitchell/BRj/Seville
DATE: December 08, 2011
SUBJECT: Consideration of Approval of Amendment 002 to Citadel Environmental Services, Inc. Contract at SBVC

RECOMMENDATION

It is recommended that the Board of Trustees approve Amendment 002 to Citadel Environmental Services, Inc. contract for additional consulting services for the Central Plant Project at SBVC in the amount of \$10,000.

OVERVIEW

The Amendment is included for asbestos consulting services at the Central Plant project. The anticipated need is for monitoring of existing subsurface transite piping or any environmental regulated material that is encountered during trenching.

ANALYSIS

The effect of this amendment will be an addition of \$10,000 to the Citadel Environmental contract, resulting in a revised contract amount of \$128,214. There is no change to the project schedule.

BOARD IMPERATIVE

III. Resource Management for Efficiency, Effectiveness, and Excellence

FINANCIAL IMPLICATIONS

Included in 2011-12 Measure M budget.

Kitchell/BRj/Seville

701 S Mount Vernon, San Bernardino, CA 92410

Project Memo

Phone (909) 893-3160 - FAX (909) 889-9952

DATE: November 1, 2011

No - VC 051

TO: Charlie Ng
Vice Chancellor
San Bernardino Community College District (SBCCD)

FROM: Brooke Duncan
Project Manager
Kitchell/BRj/Seville 

RE: San Bernardino Valley College (SBVC)
Central Plant
Asbestos Consulting Services Proposal

SCOPE:

SBCCD Approval for amendment to add consulting services for the Central Project to Citadel Environmental Services, Inc. contract/purchase order #121073

NARRATIVE:

Citadel Environmental Services, Inc. is the RFP selected Consultant for Measure M projects involving environmental survey. Attached is a quote for as-needed monitoring of asbestos containing materials for the Central Plant project. This quote is prepared with the anticipation of a need for monitoring services during construction should the Contractor encounter subsurface transite piping, or any need of abatement of asbestos containing materials.

Current Contract details:

Survey, construction monitoring, preparation of plans and specs, testing, clearances, universal waste rule, and oversight for the following projects:
Business Building - \$24,384.00
Gym- \$61,940.00
Total Value: \$86,324.00


RECOMMENDATION:

Kitchell/BRj recommends that SBCCD grant approval for amendment to Citadel's current Contract/Purchase Order # 121073 in the amount of \$10,000.00

BUDGET INFORMATION:

Original Project Budget amount:	\$ 21,200,000.00
Spent to Date:	\$ 2,073,704.39
Project Current Estimate to Complete:	\$ 16,098,545.34
Project Memo Forecast Cost:	\$ 0.00
Project Change Amount:	\$ 10,000.00
Budget Line Item:	5230.5112

<input checked="" type="radio"/> I concur with this recommendation		11/4/11
<input type="radio"/> I do not concur with this recommendation	Diana Johnson, Program Manager, K/BRj	

<input checked="" type="radio"/> I concur with this recommendation		11/9/11
<input type="radio"/> I do not concur with this recommendation	Charlie Ng, Vice Chancellor	

Attachments: Citadel proposal dated September 28, 2011

Cc: Felisa Whitfield - Kitchell/BRj
File

MW
10/2/11

CONSULTING CONTRACT AMENDMENT: 002

Citadel Environmental Services, Inc.

PROJECT: Valley College
701 South Mt Vernon
San Bernardino, CA

OWNER: San Bernardino Community College District(SBCCD)

TO: Citadel Environmental Services, Inc.
1725 Victory Blvd.
Glendale, CA 91201

Brief Description:

SBCCD Approval for amendment to add consulting services for the Central Plant project to Citadel Environmental Services, Inc. contract.

Attachments:

- Kitchell/BRj project memo VC-051
- Citadel proposal

Costs:

\$10,000.00 = Total amount of this Amendment

The original Contract Sum	\$86,324.00
Net change by previous Amendments	\$31,890.00
The Contract Sum prior to this Amendment	\$118,214.00
The Contract Sum will be increased by this Amendment	\$10,000.00
The new Contract Sum including this Amendment	\$128,214.00

The Contract Schedule as of this Amendment will be changed to include the schedule of construction for the Central Plant project Approx 3/1/2012 to 3/1/2013.

By signing this Amendment the SBCCD authorizes Citadel Environmental Services, Inc. to perform the scope of work listed above. SBCCD also authorizes and acknowledges that the amount of this Amendment will be paid via an amendment to Citadel Environmental Services, Inc Consulting contract with SBCCD.

Not valid until signed by all parties. Signature of Architect indicates agreement therewith, including any adjustment in the Contract Sum or Construction Schedule.

Authorized:

CONSULTANT
Citadel Environmental Services, Inc

PROGRAM MANAGER
Kitchell/BRj

OWNER
SBCCD

By: 

By: 

By: _____

Name: Loren Wittin

DATE: 11/9/11

DATE: 11/15/11

DATE:

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Bruce Baron, Chancellor
REVIEWED BY: Charlie Ng, Vice Chancellor, Fiscal Services
PREPARED BY: Diana Johnson, Bond Program Manager, Kitchell/BRj/Seville
DATE: December 08, 2011
SUBJECT: Consideration of Approval of Amendment 002 to C.H.J. Contract at SBVC

RECOMMENDATION

It is recommended that the Board of Trustees approve Amendment 002 to the C.H.J. contract to perform Grading Observation and Compaction Testing Services at SBVC in the amount of \$3,135.

OVERVIEW

The demolition of the Handball and Tennis Courts will occur approximately a year prior to construction of the Gymnasium. The soil beneath the court structures requires minimal grading and backfill to stabilize the surface until it is constructed. CHJ will provide the grading observation and soil compaction testing necessary to ensure a solid graded surface.

ANALYSIS

The effect of this amendment will be an addition of \$3,135 to the C.H.J. contract, resulting in a revised contract amount of \$484,090. There is no change to the project schedule.

BOARD IMPERATIVE

III. Resource Management for Efficiency, Effectiveness, and Excellence

FINANCIAL IMPLICATIONS

Included in 2011-12 Measure M budget.

Kitchell/BRj/Seville

701 S Mount Vernon, San Bernardino, CA 92410

Project Memo

Phone (909) 693-3160 - FAX (909) 889-9952

DATE: October 31, 2010

No - VC GFF 047

TO: Charlie Ng
Vice Chancellor
San Bernardino Community College District (SBCCD)

FROM: Cade McMullin
Project Manager
Kitchell/BRj/Seville

RE: San Bernardino Valley College (SBVC)
Gymnasium/Field Facilities - Handball/Tennis Court Demolition
Grading and Soil Compaction Testing Services Amendment

SCOPE:

Provide grading observation and soil compaction testing for the Handball and Tennis Court Demolition project. Minimal compaction will be required to stabilize the soil until construction of the gymnasium building and backfill footings/trenches.

NARRATIVE:

Due to safety issues, when the Measure M project re-prioritization and Gymnasium/Stadium project approved, SBVC requested that the Handball/Tennis Courts be demolished as soon as possible.

The demolition of the courts will occur approximately a year prior to construction of the Gymnasium. The soil beneath the court structures requires minimal grading and backfill to stabilize the surface until it is constructed. Through the district's consultant procurement process, CHJ was selected as the Geotechnical consultant for the Gymnasium/Stadium projects and have requested a fee of \$3,135.00 for the associated soil testing. This fee is budgeted within the Measure M project budgets. The CHJ original contract value is \$195,700.00. Previous amendments total \$285,255.00. The new CHJ contract amount including this amendment will be \$484,090.00.

RECOMMENDATION:

Kitchell/BRj recommends that SBCCD grant approval and process an amendment to CHJ in the amount of \$3,135.00.

BUDGET INFORMATION:

Original Project Budget amount:	\$64,400,000.00
Spent to Date:	\$1,351,916.69
Project Current Estimate to Complete:	\$64,476,361.83
Project Memo Forecast Cost:	\$3,135.00
Project Change Amount:	\$0
Budget Line Item:	1510.6210.13

<input checked="" type="checkbox"/> I concur with this recommendation	<i>Diana Johnson</i> 11/1/11
<input type="checkbox"/> I do not concur with this recommendation	Diana Johnson, Program Manager, K/BRj

<input checked="" type="checkbox"/> I concur with this recommendation	<i>Charlie Ng</i> 11/4/11
<input type="checkbox"/> I do not concur with this recommendation	Charlie Ng, Vice Chancellor

Attachments: CHJ proposal dated October 28, 2011

Cc: Felisa Whitfield - Kitchell/BRj
File

AM
10/31/11
B/A

**CONSULTANT CONTRACT AMENDMENT
FOR GEOTECHNICAL SERVICES / SPECIAL TESTING: 002**

PROJECT: San Bernardino Valley College
701 So. Mount Vernon Ave.
San Bernardino, CA 92410

OWNER: San Bernardino Community College District

TO: CHJ INCORPORATED
1355 East Cooley Drive
Colton, CA 92324

Brief Description:

Due to safety issues, when the Measure M project re-prioritization and Gymnasium/Stadium project approved, SBVC requested that the Handball/Tennis Courts be demolished as soon as possible.

The demolition of the courts will occur approximately a year prior to construction of the Gymnasium. The soil beneath the court structures requires minimal grading and backfill to stabilize the surface until it is constructed. Through the district's consultant procurement process, CHJ was selected as the Geotechnical consultant for the Gymnasium/Stadium projects and have requested a fee of \$3,135.00 for the associated soil testing. This fee is budgeted within the Measure M project budgets. The CHJ original contract value is \$195,700.00. Previous amendments total \$285,255.00. The new CHJ contract amount including this amendment will be \$484,090.00.

Attachments:

Kitchell/BRj Project Memo No. VC-47, CHJ Inc. proposal dated October 28, 2011

Costs:

\$3,135.00 = Grand Total of this requested Contract Amendment: 002

The original Contract Sum	\$195,700.00
Net change by previous Amendments	\$285,255.00
The Contract Sum prior to this Amendment	\$480,955.00
The Contract Sum will be increased by this Amendment	\$3,135.00
The new Contract Sum including this Amendment	\$484,090.00
The Contract Schedule as of this Amendment will be increased by:	0 calendar days

By signing this Amendment the San Bernardino Community College District (SBCCD) authorizes CHJ Inc. to perform the scope of work listed above. SBCCD also authorizes and acknowledges that the amount of this Amendment will be paid via an amendment to CHJ Incorporated contract with SBCCD.

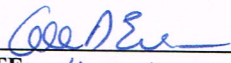
Not valid until signed by all parties. Signature of consultant indicates agreement herewith, including any adjustment in the Contract Sum or Contract Schedule.

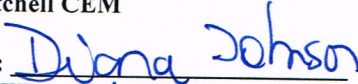
Authorized:

CONSULTANT
CHJ INCORPORATED

PROGRAM MANAGER
Kitchell CEM

OWNER
SBCCD

By: 
DATE: 11-2-11

By: 
DATE: 11/15/11

By: _____
DATE: _____

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Bruce Baron, Chancellor
REVIEWED BY: Charlie Ng, Vice Chancellor, Fiscal Services
PREPARED BY: Diana Johnson, Bond Program Manager, Kitchell/BRj/Seville
DATE: December 08, 2011
SUBJECT: Consideration of Approval of Amendment 001 to HMC Architectural Services Contract at SBVC

RECOMMENDATION

It is recommended that the Board of Trustees approve Amendment 001 cancelling the HMC Architectural Services contract for the Parking Structure 1 project at SBVC in the amount of -\$559,150.

OVERVIEW

On July 21, 2011, the Board of Trustees approved a revised Measure M project list for SBVC that called for the suspension of the New Parking Structure project. Due to this reason, the architectural services contract is being cancelled. HMC, in consideration of its continuing relationship with SBVC, has agreed to waive the termination costs pursuant to Article 9.2 of the Agreement.

ANALYSIS

The effect of this amendment will be a deduction of \$559,150 to the HMC Architectural Services contract, resulting in a revised contract amount of \$1,677,450.

BOARD IMPERATIVE

III. Resource Management for Efficiency, Effectiveness, and Excellence

FINANCIAL IMPLICATIONS

Included in 2011-12 Measure M budget.

Kitchell/BRJ/Seville

701 S Mount Vernon Ave, San Bernardino, CA 92410

Project Memo

Ph: 909.693.3160 Fax: 909.889.8952

DATE: November 9, 2011

No. VC 056

TO: Charlie Ng
Vice Chancellor
San Bernardino Community College District (SBCCD)

FROM: Cade McMullin
Project Manager
Kitchell/BRJ/Seville

RE: San Bernardino Valley College (SBVC) Parking Structure 1
HMC Architectural Services Contract Cancellation

SCOPE:

SBCCD approval to cancel the HMC contract for architectural services associated with the SBVC Parking Structure 1 project.

NARRATIVE:

Due to the re-prioritization of the Measure M Capital Improvement Bond projects and reduction in revenues to the District, the SBVC Parking Structure 1 project will remain unfunded indefinitely. As the construction is not anticipated to commence for some time, it is recommended that the consultant agreement for architectural design/construction administration services associated with the project be cancelled. HMC will be compensated for all consultant services performed to date.

HMC, in consideration of the continuing relationship with SBVC and with the understanding that HMC will be able to complete the Gymnasium project to full completion pursuant to the Agreement, has generously decided, in good faith, to waive the termination costs pursuant to Article 9.2 of the Agreement.

RECOMMENDATION:

Kitchell/BRJ/Seville recommends approving the cancellation of the HMC contract. The final contract amount will be \$1,677,450.00.

BUDGET/FISCAL IMPACT

Original Project Budget amount:	\$ 43,100,000.00
Spent to Date:	\$ 2,784,484.70
Project Current Estimate to Complete:	\$ 2,941,317.93
Project Memo Forecast Cost:	\$ (559,150.00)
Project Change Amount:	\$ 0.00
Budget Line Item:	5245.6210.10

<input checked="" type="radio"/> I concur with this recommendation	<i>Diana Johnson</i> 11/10/11
<input type="radio"/> I do not concur with this recommendation	Diana Johnson, Program Manager, KBS

<input checked="" type="radio"/> I concur with this recommendation	<i>Charlie Ng</i>
<input type="radio"/> I do not concur with this recommendation	Charlie Ng, Vice Chancellor

Attachments: HMC signed amendment 11/9/11

Cc: File

AM
11/11/11

HMC ARCHITECTS CONSULTANT CONTRACT CANCELLATION

PROJECT: San Bernardino Valley College
701 South Mount Vernon Ave.
San Bernardino, CA 92410

OWNER: San Bernardino Community College District (SBCCD)

TO: HMC Architects
2546 Concourse Street
Ontario, CA 91764

Brief Description:

Due to the re-prioritization of the Measure M Capital Improvement Bond projects and reduction in revenues to the District, the SBVC Parking Structure 1 project will remain unfunded indefinitely. As the project is not anticipated to commence for some time, it is recommended that the consultant agreement for architectural design services associated with the Parking structure be cancelled. HMC will be compensated for all consultant design services performed.

HMC, in consideration of the continuing relationship with SBVC and with the understanding that HMC will be able to complete the Gymnasium project to full completion pursuant to the Agreement, has generously decided, in good faith, to waive the termination costs pursuant to Article 9.2 of the Agreement.

The original Contract Sum	\$2,236,600.00
Net change by previous Amendments	\$0.00
The Contract Sum prior to this Amendment	\$2,236,600.00
The Contract Sum will be decreased by this Amendment	\$559,150.00
The new Contract Sum including this Amendment	\$1,677,450.00

By signing this document, HMC authorizes the SBCCD to cancel the consultant agreement dated June 11, 2008 for the architectural design services associated with the SBVC Parking Structure I project and declines all contract cancellation penalties described in the agreement.

Not valid until signed by all parties. Signature of Consultant indicates agreement herewith.

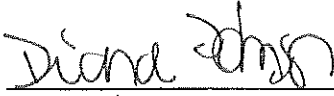
Authorized:

CONSULTANT
HMC Architects

PROGRAM MANAGER
Kitchell CEM

OWNER
SBCCD

By: 

By: 

By: _____

DATE: 11/8/11

DATE: 11/10/11

DATE: _____

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Bruce Baron, Chancellor
REVIEWED BY: Charlie Ng, Vice Chancellor, Fiscal Services
PREPARED BY: Charlie Ng, Vice Chancellor, Fiscal Services
DATE: December 8, 2011
SUBJECT: Consideration of Approval to Adopt Resolution and Approve a Contract with Rosendin Electric, Inc.

RECOMMENDATION

It is recommended that the Board of Trustees adopt a resolution and approve a contract with Rosendin Electric Inc. for design build services for the Solar Farm project at CHC in the amount of \$6,200,000.

OVERVIEW

In August of 2011, under the provisions of California Government Code 4217, an updated Request for Qualification and Proposal was issued to manufacturers of concentrated photovoltaic systems. The selection of the Rosendin/Solfocus design build team for the CHC Solar Farm project was presented to the Board to initiate contract negotiations.

ANALYSIS

Under this contract Rosendin Electric will provide the District a complete turnkey 1.3 MW concentrated photovoltaic system located at CHC. The system will be in operation in early June, 2012. The negotiated fee for these services is \$6,200,000.

BOARD IMPERATIVE

III. Resource Management for Efficiency, Effectiveness and Excellence

FINANCIAL IMPLICATIONS

Included in residual Measure P funds and the current Measure M budget.

Resolution of the Board of Trustees of the San Bernardino Community College District

WHEREAS, the San Bernardino Community College District (“District”) desires to implement projects to promote energy efficiency and renewable energy production, achieving reductions in the District’s electrical energy expenditures and reducing its carbon emissions;

WHEREAS, Government Code sections 4217.10 through 4217.18 authorize the District’s Board of Trustees (“Board”), without advertising for bids, to enter into one or more energy service contracts with any person or entity, pursuant to which that person or entity will provide electrical or thermal energy or conservation services, which may include energy from conservation facilities, to the District, the anticipated cost for electrical energy or conservation services provided by the energy conservation services, including any energy conservation facility, under the contract will be less than the anticipated marginal cost to the District of electrical energy that would have been consumed by the District in the absence of the contract;

WHEREAS, the District sought and received proposals from qualified firms for the construction of a concentrator solar photovoltaic renewable energy conservation facility (“ECF”) and related energy conservation services (“ECS”) comprising maintenance, operation and monitoring services related to the ECF;

WHEREAS, Rosendin Electric Inc. (“Rosendin”) presented qualifications demonstrating its capacity to provide and experience providing energy conservation services and energy conservation facilities and made a proposal to provide the ECF and related ECS, and District staff and appropriately skilled expert consultants have negotiated complete terms and conditions pursuant to which Rosendin proposes to provide the ECF and related ECS, as set forth in the written agreement (“Contract”) attached hereto as Exhibit 1;

WHEREAS, the District retained expert consultants Kitchell CEM, Inc. (“Kitchell”) to analyze the anticipated cost for the ECF and related ECS under the Contract, and the anticipated marginal cost to the District of electrical energy that would have been consumed by the District in the absence of the Contract, which analysis is summarized in the Kitchell report (“Report”) attached hereto as Exhibit 2;

WHEREAS, in reliance upon the Report, the Board finds it in the best interests of the District to enter into the Contract in order to secure the ECF and related ECS, realize the resulting anticipated savings on costs for electrical energy over the anticipated lifecycle of the ECF, reduce the carbon emissions caused by the District’s consumption of electrical energy, and provide renewable energy and energy conservation educational opportunities related to the ECF;

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE SAN BERNARDINO COMMUNITY COLLEGE DISTRICT DOES HEREBY FIND, RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1. Recitals. All of the recitals herein contained herein above are true and correct.

Section 2. Energy Conservation Savings. Based on the Report, on which the Board relies in making this finding, the anticipated cost for electrical energy or conservation services provided by the ECF and related ECS under the Contract will be less than the anticipated marginal cost to the District of electrical energy that would have been consumed by the District in the absence of the contract.

Section 3. Approval of Contract. The Contract is hereby approved by the Board, who shall execute and deliver the Contract to Rosendin, and who shall direct and authorize District staff to take all reasonably necessary steps to perform the District's obligations and to secure performance of Rosendin's obligations under the Contract.

Section 4. Effective Date. This Resolution shall take effect upon adoption.

ADOPTED, SIGNED AND APPROVED this 8th day of December, 2011.

Bruce Baron, Chancellor
Secretary to the Board of Trustees of the
San Bernardino Community College District

AGREEMENT

FOR

DESIGN AND CONSTRUCTION

OF

CRAFTON HILLS CONCENTRATOR PHOTOVOLTAIC PLANT

BETWEEN

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

AND

ROSENDIN ELECTRIC, INC.

The SAN BERNARDINO COMMUNITY COLLEGE DISTRICT (“District”) and ROSENDIN ELECTRIC, INC., a California corporation operating under California Department of Consumer Affairs, Contractors State License Board License No. 142881 (“Contractor”), by and upon entering into this agreement (“Agreement”), acknowledge and agree to the following:

1. The District desires to have Contractor construct the CRAFTON HILLS CONCENTRATOR PHOTOVOLTAIC PLANT (“System”) at the Crafton Hills College campus, located at 11711 Sand Canyon Road, Yucaipa, California (“Site”) in accordance with the Performance Specifications.

2. The District owns the Site.

3. The District shall pay to Contractor, as full and complete consideration for all obligations the District hereby secures from the Contractor, the Stipulated Sum of US \$6,200,000 (SIX MILLION TWO HUNDRED THOUSAND UNITED STATES DOLLARS) in accordance with the payment provisions set forth herein.

4. Documents attached hereto and incorporated herein, and integrated together, herein by reference comprise:

- A. The Performance Specifications for the System is set forth in Attachment 1 hereto. All services, work, materials and improvements provided by Contractor shall meet or exceed the requirements of the Performance Specifications. Contractor shall use those materials and things specified in the Performance Specifications, unless otherwise agreed upon in writing by the parties.
- B. Contractor shall provide the District with complete design and engineering services for the System pursuant to the attached Design & Engineering Provisions incorporated herein by this reference as Attachment 2.
- C. Contractor shall provide the District with complete construction services for the System pursuant to the attached Construction Provisions incorporated herein by this reference as Attachment 3.
- D. Contractor shall provide the District with Acceptance Testing Services for the System, attached hereto as Attachment 4 and incorporated herein by this reference.
- E. Contractor shall provide the District with complete maintenance, operation and monitoring services for the System pursuant to the attached Maintenance, Operation and Monitoring Provisions incorporated herein by this reference as Attachment 5.
- F. Each term defined in this Agreement or in any Attachment hereto shall have uniform meaning, as defined, throughout this Agreement and each Attachment hereto.

5. Upon completion of the Construction Documents for the Systems pursuant to this Agreement, comprised of complete plans and specifications, such construction documents shall be, and are deemed incorporated herein by this reference.

6. Contractor has reviewed prior soils reports for the Sites provided to Contractor by District and shall have thoroughly investigated the visible (not concealed or subsurface) conditions at the Sites to establish that there are no known problems with respect to such conditions at the Sites and that Contractor can and will construct each of the Systems for the Stipulated Sum set forth herein, and Contractor will not seek any additional compensation whatsoever, including, without limitation, any requests based upon such known conditions at the Sites. In the event that investigation of the Sites by the Contractor prior to commencement of construction reveals concealed or subsurface conditions substantially different than those reflected in, or reasonably inferable from the soils reports provided to Contractor by District prior to execution of this Agreement that would substantially increase the cost of construction of the System, or if such differing conditions are uncovered during the course of construction, Contractor may have one of the following remedies, as elected by District: a) an adjustment to the Stipulated Sum not greater than the actual increase in the cost to Contractor (including increases in overhead expenses) to construct the System as the direct result of soils conditions discovered prior to commencement of construction that are substantially different than those reflected in, or reasonably inferable from the soils reports known to Contractor prior to execution of this Agreement, plus a markup for profit thereon to be mutually agreed upon in writing by District and Contractor; or b) termination of this Agreement, upon which termination District shall have no obligation to make any payment to Contractor, other than as set forth in paragraph 15(B) of this Agreement.

7. Contractor is experienced in the design and construction of the type of facility desired by District, as reflected in the Construction Documents, and possesses all necessary licenses and qualifications which are required to build and deliver the System.

8. Contractor shall be responsible for coordinating with and responding to all reasonable requests for information and/or documentation from the District's Project Manager, Kitchell CEM, Inc., or other consultants retained by District to provide management, administrative, or consulting services to the System ("Project Manager"). Project Manager shall act as the District's representative; however, Project Manager shall have no authority to, and may not bind the District to any agreement that would result in any modification of this Agreement, or its several parts, or that would obligate the District to make any payment, of any kind, on any basis, in relation to this Agreement, or its several parts.

9. The System will be located at the Site. The System will be a photovoltaic power plant with a nameplate capacity of 1,294 kWp DC. Nameplate capacity of the System is determined by the sum of the nameplate capacity of the solar concentrator photovoltaic panels installed at commissioning.

10. The System shall be designed to withstand the wind loads, snow loads, seismic loads, as defined by the applicable building code, and temperature, humidity extremes as historically recorded at the specified sites during the System's design lifetime.

11. The System shall be designed for an expected lifetime of 25 years. All System components shall have appropriate finish to limit the effects of corrosion consistent with this expected lifetime. This expected lifetime of the System assumes regular maintenance and repair and/or replacement of some components of the System.

12. Apportionment of the Stipulated Sum and Payment Thereof

A. The portion of the Stipulated Sum which shall be paid for combined Design & Engineering per Attachment 2 and Construction per Attachment 3 is US \$6,200,000 (SIX MILLION TWO HUNDRED THOUSAND UNITED STATES DOLLARS). Of this sum, US \$49,500 shall comprise compensation for Design & Engineering per Attachment 2, and the remaining US \$6,150,500 shall comprise compensation for Construction per Attachment 3.

The sum in compensation for Design & Engineering per Attachment 2 shall be paid, or shall have been caused to be paid, by the District by warrant within forty-five (45) business days of presentment of monthly invoices for services rendered, up to this sum. Not more than 70% of this sum may be invoices or otherwise claimed prior to commencement of Construction Administration services, as described in Attachment 2. Not more than 90% of this sum may be invoices or otherwise claimed prior to commencement of Acceptance Testing, as described in Attachments 2 and 4.

The sum in compensation for Construction per Attachment 3 shall be paid, or shall have been caused to be paid, by the District by warrant within the time limits set forth in Public Contract Code sections 20104.50 and 7107.

Contractor shall submit to District a monthly progress payment application covering that portion of the work required by this Agreement that has been completed on a percentage basis during the immediately preceding month based on an agreed upon Schedule of Values together with such supporting documentation that District may require. Said monthly progress payment applications may include payment for: (i) materials and equipment delivered to the Site, and suitably stored thereon, prior to actual incorporation of the same into the System and (ii) Modifications ordered by the District.

Notwithstanding anything to the contrary contained herein, Contractor shall be entitled to include in its first monthly progress payment application, if presented with a fully executed purchase contract between SolFocus and Contractor clearly stating that the goods and equipment to be delivered and installed pursuant to this Agreement have been ordered, and will be produced and delivered specifically for the San Bernardino Community College District's Crafton Hills Campus CPV Project, the full amount itemized for all materials and equipment to be purchased by Contractor from SolFocus, Inc. for incorporation into the System, in addition to amounts for Site mobilization and engineering work, irrespective of whether or not said materials and equipment have been delivered to the Site or incorporated into the System as of the time said payment application is submitted. Said first

monthly progress payment application shall be paid by District within the time limits set forth in Public Contract Code section 20104.50 and 7107.

District may withhold from the Progress Payments up to one hundred fifty percent (150%) of any amount(s) in dispute, including without limitation the estimated value of work determined by District to be incomplete, non-conforming, defective, or damaged unless satisfactorily corrected or remedied.

The System shall only be considered complete after the District's Board formally accepts completion of the System and the District records a Notice of Completion for the System. District shall have no obligation to accept completion of the System until the entire work, including punch list, has been completed to the satisfaction of the District, except for minor corrective items, as distinguished from incomplete items. System Inspector, or any other approved representative of the District, shall determine when the work is complete. Subject to this Agreement, District will release any retention within sixty (60) days of recordation of the Notice of Completion. Furthermore, District shall make the final payment within sixty (60) days of System acceptance, recordation of a Notice of Completion, or the date of occupation, beneficial use, and enjoyment of the System, accompanied by a cessation of labor, excluding any operation only for testing, startup, or commissioning, whichever comes first.

The District will permit the substitution of securities in accordance with the provisions of Public Contract Code § 22300 if requested within thirty (30) days of execution of this Agreement.

- B. All allowances and alternates that are included with the Stipulated Sum are as set forth in Contractor's Proposal, which is attached hereto as Exhibit "A."
- C. The portion of the Stipulated Sum which shall be paid for Maintenance, Operation and Monitoring per Attachment 5 is US \$173,459 (ONE HUNDRED SEVENTY-THREE THOUSAND FOUR HUNDRED FIFTY-NINE UNITED STATES DOLLARS). This sum shall be paid in annual installments, or shall have been caused to be paid by the District by warrant within forty-five (45) business days of presentment of an invoice from Contractor not more than once in each anniversary year, commencing no earlier than thirty (30) days after Final Completion of the System in accordance with this Agreement and the Construction Provisions, including without limitation completion of all obligations under Article 19 of the Construction Provisions.

13. This Agreement may be terminated for cause, comprising any breach of one or more substantial terms of this Agreement, which the breaching party does not cure within thirty (30) calendar days written notice of the breach, or, in the event that the breach cannot reasonably be cured within thirty (30) days, which the breaching party does not commence action to cure and diligently pursue such action to a cure within ninety (90) days. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Section 17, below, and Contractor

shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense, or liability may be claimed, requested, or recovered by Contractor.

14. In the event of a dispute between the parties as to performance of the work or the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of this dispute, Contractor agrees to continue the work diligently to completion, and District agrees to continue to make payment of undisputed sums due to Contractor pursuant to this Agreement. If the dispute is not resolved, Contractor and District agree they will neither rescind the Agreement nor stop the progress of the work (in the case of Contractor) or stop payment of undisputed amounts due (in the case of District), but the parties sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the System has been completed, and not before.

15. Contractor's obligations under this Agreement may be terminated as allowed by law, and as set forth herein.

A. This Agreement may be terminated by District upon thirty (30) days written notice to Contractor ("Fiscal Termination Date") that funds anticipated by the District for the System, from any source or sources, have not been or are anticipated not to be received, or are anticipated to be exhausted prior to Completion of the System. Contractor and District acknowledge and agree that such loss or lack of anticipated funding will comprise a cause for termination beyond the control of District and, therefore, an instance of force majeure excusing further performance by the District, but for the provisions of this Section. Upon issuance of such notice from the District, the Contractor shall take all reasonable steps to cease operations and demobilize by the effective date of termination. The Contractor shall be entitled solely to reimbursement for costs actually incurred through the Fiscal Termination Date (including overhead related costs incurred), plus a markup for profit thereon to be mutually agreed upon in writing by District and Contractor.

B. Contractor's obligations under this Agreement may be terminated at District's sole election and discretion, without cause, upon fourteen (14) days written notice to Contractor, if District determines it is in the best interests of the District. In the event of such termination without cause, the District shall pay Contractor for all services performed and all expenses incurred under this Agreement supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination, plus any sums due Contractor for Board approved extra services, plus costs actually incurred as the result of such termination (e.g., purchase order cancellation charges, demobilization costs, etc.). In ascertaining the services actually rendered hereunder up to the date of termination, consideration shall be given to both completed work and work in process of completion whether delivered to the District or in the possession of Contractor. Following District's receipt and audit of complete documentation, and determination of the amount due Contractor hereunder, Contractor will also be

paid 1% of the sum of those amounts previously paid Contractor and those due Contractor at the time of termination, or 1% of the remaining contract balance, whichever is less. This payment is agreed to compensate Contractor for the actual level of completion reached and is consideration for District's ability to terminate the Agreement, comprising liquidated damages in lieu of actual damages, for which Contractor waives all claim in the event that District terminates the Agreement pursuant to this Section.

16. Contractor shall secure at its sole cost and expense prior to commencing, and maintain during the term hereof, insurance coverages from a company or companies lawfully authorized to do business in California as admitted carriers (save and except for Contractor's professional liability insurance carrier) with a financial rating of at least an A status as rated in the most recent edition of Best's Insurance Reports. In providing such coverages, the Contractor shall secure the following specific types of insurance coverage, according the stated limits:

- A. Comprehensive General Liability Insurance with a combined single limit per occurrence of not less than \$2,000,000.00 or Commercial General Liability Insurance (including automobile insurance) which provides limits of not less than:
 - (1) Per occurrence (combined single limit): \$1,000,000.00
 - (2) Aggregate (for this project only): \$2,000,000.00
 - (3) Products and Completed Operations: \$2,000,000.00
 - (4) Personal and Advertising Injury Limit: \$2,000,000.00
- B. Special hazards in amounts as follows:
 - (1) Automotive and truck where operated in amounts: \$1,000,000.00
 - (2) Explosion, Collapse and Underground (XCU coverage): \$2,000,000.00
- C. Professional liability with a limit of not less than \$2,000,000.
- D. Worker's Compensation Insurance, covering all of Contractor's employees, in amounts and otherwise on terms and conditions as required by applicable Law; and Employers' Liability Insurance with policy limits of: (i) \$1,000,000 each accident; (ii) \$1,000,000 each employee for disease; and (iii) \$1,000,000 for disease.
- E. Excess Liability Insurance coverage in the amount of \$3,000,000.00 in excess over primary limits of liability required for Commercial General Liability, Automobile Liability and Employer's Liability insurance with policy limits of no less than three million dollars (\$3,000,000). Notwithstanding anything to the contrary contained herein, Contractor may meet the required primary limits for insurance coverages by a combination of primary and excess policies the total of

which equal or exceed the sum of the primary limits and excess liability insurance limits set forth in this Agreement.

- F. The Contractor shall provide all other insurance required to be maintained under any applicable law, regulation, ordinance or code.

17. The District shall carry Builder's Risk insurance against damage to the System during the course of construction until no person or entity other than District has an insurable interest in the System. Said Builder's Risk insurance shall be written on an "all risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with expended coverage) and physical loss or damage, including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsehood, testing and start-up, temporary buildings and debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation to Contractor's services and expenses required as a result of such loss. Said Builder's Risk insurance be in the amount of the Stipulated Sum, plus value of subject Modifications and costs of materials supplied or installed by others, comprising the total value for the entire System at the site on a replacement cost basis without optionable deductibles. The Builder's Risk insurance shall include the interests of the District, Contractor and Subcontractors regardless of tier in and to the System, as described in this Section.

18. The Contractor shall require its Subcontractors to take out and maintain similar insurance as required of the Contractor, of types appropriate to the services to be provided by the respective Subcontractor, with limits the same as or similar to those required of the Contractor.

19. The Contractor shall name, on any Contractor's Commercial General Liability policy of insurance required under this Agreement, the District and the Inspector of Record, as additional insureds. Contractor shall seek to require that Subcontractors shall name the Contractor, the District and the Inspector of Record as additional insureds. The Additional Insured Endorsement included on all such insurance policies shall be an ISO CG 20 10 (11/85), or an ISO CG 20 10 (10/93) and ISO CG 20 37 (10/93) or their equivalent as determined by the District in its sole discretion, and must state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. The insurance provided by the Contractor pursuant to this Section must be designated in the policy as primary and non-contributory to any insurance obtained by the District. The amount of the insurer's liability shall not be reduced by the existence of such other insurance. District agrees that the Additional Insured Endorsement attached hereto as Attachment "6 " is a satisfactory form of endorsement for Contractor.

20. Before commencing any work on the System, Provider shall furnish current certificates evidencing that the insurance required under this Agreement, described above, is being maintained. Provider's insurance policies shall contain a provision whereby the insurer agrees to give the Purchaser thirty (30) days' written notice before the insurance is cancelled or materially altered.

21. Contractor's insurance policies shall be written on an occurrence basis and shall include Purchaser as an additional insured.

22. All insurance maintained hereunder shall be maintained with companies either rated no less than A as to Policy Holder's Rating in the current edition of Best's Insurance Guide (or with an association of companies each of the members of which are so rated) or having a parent company's debt to policyholder surplus ratio of 1:1.

23. Contractor shall defend and indemnify District, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors (collectively, the "Indemnitees") from all third-party claims for damages (including liabilities, actions, liens, judgments, demands, damages, losses, costs or expenses relating thereto) of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement or the Contract Documents, but only to the extent the damages are claimed or alleged to be, or actually caused in whole or in part by any conduct, act or omission related to or arising out of this Agreement, or any part thereof other than professional Design & Engineering Services undertaken per Attachment 2, of Contractor, any person or entity acting as Contractor's agent or under contract with Contractor, or any person or entity under contract with any other person or entity acting as Contractor's agent or under contract with Contractor; however, Contractor shall neither defend nor indemnify any of the Indemnitees for liabilities arising from any sole or active negligence or willful misconduct. This obligation of defense and indemnification shall survive any expiration, termination or other extinction of this Agreement, or any part thereof, subject only to the applicable statute of limitations.

If arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct in the performance of professional Design & Engineering Services undertaken per Attachment 2 to this Agreement by Contractor, any person or entity acting as Contractor's agent or under contract with Contractor, or any person or entity under contract with any other person or entity acting as Contractor's agent or under contract with Contractor, Contractor shall indemnify the Indemnitees against all third-party claims for damages (including liabilities, actions, liens, judgments, demands, damages, losses, costs or expenses relating thereto) of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the Project; however, Contractor shall not indemnify any of the Indemnitees for liabilities arising from any of their sole or active negligence or willful misconduct. Contractor shall further reimburse the Indemnitees for the cost and expense, including reasonable attorneys' fees, incurred in the defense of any third-party claims in the event that any judgment is made or entered by a Court of competent jurisdiction either for damages connected with or arising from the performance of professional Design & Engineering Services undertaken per Attachment 2 to this Agreement, as described in this paragraph, or that indemnity as described in this paragraph is owed by Contractor to any of the Indemnitees. This obligation of indemnification and defense reimbursement shall survive any expiration, termination or other extinction of this Agreement, or any part thereof, subject only to the applicable statute of limitations.

The Parties agree and acknowledge that neither of them shall be liable to the other, for any defense or indemnification, nor to any other person or entity, for any liability that may arise from and against all liabilities, debts, causes of action, direct damages, losses, claims, demands, actions, duties, fines, penalties, surcharges, and expenses of any nature whatsoever (including, but not limited to, attorneys' and expert witness fees and costs incurred at trial or on appeal)

arising from or related to (whether directly or indirectly) any preliminary or final determination or order by the United States Commerce Department, International Trade Commission or other government agency resulting in anti-dumping, countervailing duty or other remedies, penalties, duties or fines being assessed against the Parties in connection with the importing or purchase of the goods provided pursuant to this Agreement. Contractor shall cause the indemnification terms set forth in Attachment 7 hereto to be incorporated into any and all agreements with SolFocus for procurement of material and equipment for the System.

24. Where approval of any architectural or engineering element of the System, or any construction of the System, by the District or representative of the District is indicated, it is understood to be conceptual approval only and does not relieve Contractor of responsibility for complying with all laws, codes, and industry standards, or from liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of Contractor or its subcontractors, suppliers, and vendors.

25. Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that Contractor and all of Contractor's employees shall not be considered officers, employees, or agents 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 assumes the full responsibility for the acts and/or omissions of Contractor's employees or agents as they relate to the services to be provided under this Agreement. Contractor shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes for the respective Contractor's employees.

26. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against either the District or Contractor. The Parties, by entering into this Agreement, do not intend to create any benefit for any stranger to this Agreement.

27. The District and Contractor, respectively, bind themselves, their partners, officers, successors, assigns, and legal representatives to the other party to this Agreement with respect to the terms of this Agreement. Contractor shall not assign this Agreement without the prior written consent of the District.

28. This Agreement shall be governed by the laws of the State of California. All disputes between District and Contractor shall be venued in San Bernardino County, California.

29. This Agreement comprises the entire agreement between the District and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. The parties acknowledge that they have not relied upon any representations not expressly incorporated into this Agreement as consideration therefor, and hereby waive and forego every consideration and condition of every kind and nature not expressly stated or incorporated in either or both of this Agreement.

30. Neither delay in enforcing, nor failure to enforce any provision of this Agreement shall operate as a waiver by either party of its right to enforce any provision of this Agreement, subject only to the statutory period of limitations applicable to any such claim for enforcement.

31. Time is of the essence in this Agreement, and its several parts.

32. This Agreement may be amended or modified only by an agreement in writing signed by both the District and the Contractor.

33. Limitations of Liability.

A. No Consequential Damages. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, INCLUDING WITHOUT LIMITATION IN THE EXPRESS WARRANTIES PROVIDED, IN NO CIRCUMSTANCES SHALL THE CONTRACTOR OR DISTRICT OR ANY OF THEIR RESPECTIVE OFFICERS, MEMBERS OR EMPLOYEES BE LIABLE FOR PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY NATURE INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS OR REVENUES OR THE LOSS OR USE OF SUCH PROFITS OR REVENUE, LOSS BY REASON OF PLANT SHUTDOWN OR INABILITY TO OPERATE AT RATED CAPACITY, COSTS OF REPLACEMENT POWER OR CAPITAL, DEBT SERVICE FEES OR PENALTIES, INVENTORY OR USE CHARGES, DAMAGES TO REPUTATION, DAMAGES FOR LOST OPPORTUNITIES, REGARDLESS OF WHETHER SAID CLAIM IS BASED UPON CONTRACT, IMPLIED WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW.

B. Maximum Liability. Whether an action or claim is based on warranty, contract, tort or otherwise, under no circumstance shall either Party's total liability to the other Party arising out of or related to this agreement, after receipt of all proceeds under the applicable policy or policies of insurance maintained (or required to be maintained) by a Party in accordance with the terms of this Agreement, exceed 100% of the Stipulated Sum, minus the aggregate amount of any penalties or liquidated damages paid by such Party to the other Party under this Agreement, provided that such limit shall be 50% of the Stipulated Sum for delay liquidated damages. The limitations in this paragraph shall not apply in the case of (i) the gross negligence, fraud or willful misconduct of Contractor or District (ii) any indemnity claims under Section 23, (iii) claims for payment of the Stipulated Sum, or (iv) the proceeds of insurance maintained (or required to be maintained) by Contractor in accordance with the terms of this Agreement. In the event that any policy or policies of insurance maintained (or required to be maintained) by a Party in accordance with the terms of this Agreement are not maintained such that no proceeds are available for a loss typically covered by such insurance, this Section 33.B shall be null and void as to the loss.

34. As part of its obligations under this Agreement, Contractor shall assign and transfer to District the SolFocus, Inc. Minimum Output Performance Guarantee (the

“Guarantee”) attached hereto as Attachment 8. The assignment and transfer of the Guarantee to District shall be Contractor’s sole and exclusive obligation with respect to any performance guarantees in connection with this Agreement, and, notwithstanding anything to the contrary contained in this Agreement, Contractor makes no representations, warranties or guarantees with respect to the electrical generation output the System. District agrees to look solely to SolFocus, Inc., and shall have no recourse against Contractor, for any failure of the Systems to perform in accordance with the Guarantee or for any amounts that may be due to District pursuant to the Guarantee.

The parties, through their authorized representatives, have executed this Agreement and made it effective as of _____, 2011.

SAN BERNARDINO COMMUNITY COLLEGE
DISTRICT

By: _____
_____, Chancellor

ROSENDIN ELECTRIC, INC.

By: _____
_____, President

Approved as to form:

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

By: _____

Bryce Chastain, Legal Counsel for
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

ATTACHMENT 1

PERFORMANCE SPECIFICATIONS

The System shall comprise a concentrator photovoltaic (CPV) power plant designed to meet the energy generations requirements outlined within the Crafton Hills College RPF. The System will utilize a total of 140, SF-1100S CPV Systems that will occupy a total of —7.5 acres of college land. The CPV power plant will consist of 3 electrical subgroups. There will be two 500 kW AC subgroups and one 250 kW AC subgroup. These 3 electrical subgroups will be interconnected to a single 300 KVA and 2-500 KVA transformers that will supply power to the point of interconnection. The following information and attachments provide the details of the proposed CPV power plant for Crafton Hills College. Please refer to the attached Site Plan and Single Line Drawing in Appendix A, which provide details on the equipment and components of this SolFocus CPV Power Plant.

CPV Power Plant Ratings

140 SolFocus SF-1100S CPV Systems, each rated at 9.24 kWp DC, will make up a CPV power plant with a nameplate power capacity of 1,294 kWp DC. The project will utilize CSI-Approved, Satcon PowerGate inverters with a combined total AC power capacity of 1,250 kWp AC. See Appendix A for these specification sheets.

Utilizing the CSI CEC-AC Rating equation, the AC rating of the CPV Power Plant is 1,243 kW AC.

Specified CPV Power Plant System Components

S-1100S CPV System: 140, SolFocus SF-1100S CPV Systems. Details of these systems can be found in the attached specification sheet in Appendix A.

DC "Smart" Combiner Boxers: Utilized to combine and monitor the DC outputs of each SF-1100S CPV System into the appropriate number of DC inputs for each inverter.

Satcon PowerGate Inverters: The project will utilize Qty. 2, 500kW and Qty. 1, 250 kW Satcon Powergate inverters. Each inverter has integral DC and AC disconnect switches. The output characteristic of each inverter is 480V AC, three phase, with a 96% CSI-rated efficiency.

Transformers: 1- 300 KVA and 2-500 KVA transformers will be used to up-transform the AC voltage from 480V to 4,160V for the site's interconnection.

Auxiliary AC Power Supply: Qty. 3, 15 kVA mini power zones will provide 120 1208 V, 3 phase, AC auxiliary power to the SF-1100S Systems and other subsystems requiring Auxiliary AC power.

Visible Lockable Disconnects (VLD): Located at the point of interconnection, this disconnect can be used to isolate the entire CPV power plant from the SCE distribution systems.

Revenue Meter: This revenue grade meter will monitor System energy production for CSI rebate and energy guarantee purposes. This meter will be located adjacent to the point of interconnection.

Data Acquisition System (DAS): The DAS will be utilized for energy and environmental monitoring and recording. The system will monitor the real time data of the revenue meter, Inverter, DNI, Temperature and SF-1100S System DC Current Outputs for the entire CPV power plant.

Interconnection

The proposed interconnection point of the CPV power plant is at the SCE Service Entrance located at the southeastern end of parking lot D. A 4,160 V Feeder will be installed between the CPV power plant's transformers and this point of interconnection. Please refer to the attached Site Plan and Single Line Drawing in Appendix A which provide details on the equipment and components of this interconnection.

Interconnection Equipment Details

Transformers: 1-300 KVA and 2-500 KVA transformers will be used to up-transform the AC voltage from 480V to 4,160V for the site's interconnection.

Revenue Meter: A 4160 V meter cabinet, with CTs, PTs, and a utility-grade interval meter, will be installed adjacent to the step-up transformer. This meter will record CPV energy delivered to the point of interconnection for CSI rebate purposes.

Interconnection Circuit: The feeder from the CPV power plant to the point of interconnection. The 2,100 foot, 3-phase circuit utilizing 300 MCM-5kV wire, will be installed in a new Medium Voltage (MV) trench, routed as shown on the site plan, to an existing campus MV conduit for continuation to the Interconnection Point at the SCE Service,

Visible Lockable Disconnect: A fused, lockable, visible blade 5 kV switch will be installed right next to the point of interconnection per SCE requirements. This switch will provide the following functions:

- Required capability for utility disconnection of the CPV system from SCE's distribution system at SCE's discretion.
- CPV system shutdown by campus Facilities personnel, when required.
- Safety lockout for CPV system maintenance from the CPV interval metering cabinet back to the CPV Equipment Pad.

Certifications & Compliance

The following Compliances are noted and will be maintained during equipment procurement and installation as is applicable to the specific components.

CPV Module: The SolFocus SF-1100P is CSI approved under "Eligible Other Solar Electric Generating Technologies."

IEEE 1262

All components will be listed or approved by a Nationally Recognized Testing Laboratory.

UL Standard 1703 governs only flat-plate PV modules, not concentrating PV (CPV) modules. TUV has certified the SF-1100 panels meet UL 1703 standards, as well as having certified the product to the more rigorous IEC 62108 standards for CPV panels. Please see attached certification documents (Appendix E).

The Satcon inverters both appear on the CSI eligible equipment list, which has replaced the CEC eligible inverter list. Both inverters comply with IEEE standards 929 and 1547.1, as well as UL standard 1741. The inverter spec sheets are attached in Appendix A.

ASME PTC 50, ANSI Z2 1.83

The Medium Voltage design and components will be compliant with ANSI C2-1999, the National Electrical Safety Code, as well as with NFPA 70, the National Electrical Code.

The electrical interconnection to the campus electrical system will be designed and installed in compliance with Southern California Edison's Rule 21 requirements. All system data and specifications required for Interconnection Application and Agreement will be provided by SolFocus.

Monitoring

SEEDs Gateway: A small, industrial grade, embedded computer located at the Site.

- The gateway interfaces with the local energy meter(s), inverters, weather station and tracker controllers.
- It collects 15 minute data from all devices it interfaces with, and uploads it via a cellular modem to a remote server where the data can be stores, analyzed and displayed.
- The gateway has local storage capability, to ensure that no data is lost in case of temporary interruption (up to 3 weeks) of cellular communication.

Revenue Grade Generation Meter and Current Transducers: These devices measure and record the aggregate energy produced by the CPV solution, at the common point of connection of all inverters.

- The meter accuracy is 0.5% and the CT's accuracy is 0.3%.
- The meter is one the CEC list of approved meters and meets accuracy requirements for the PBI incentives.
- The meter supports multiple tariffs and time-of-use (TOU) calculations.

Cellular Modem: Provides a link to the data center.

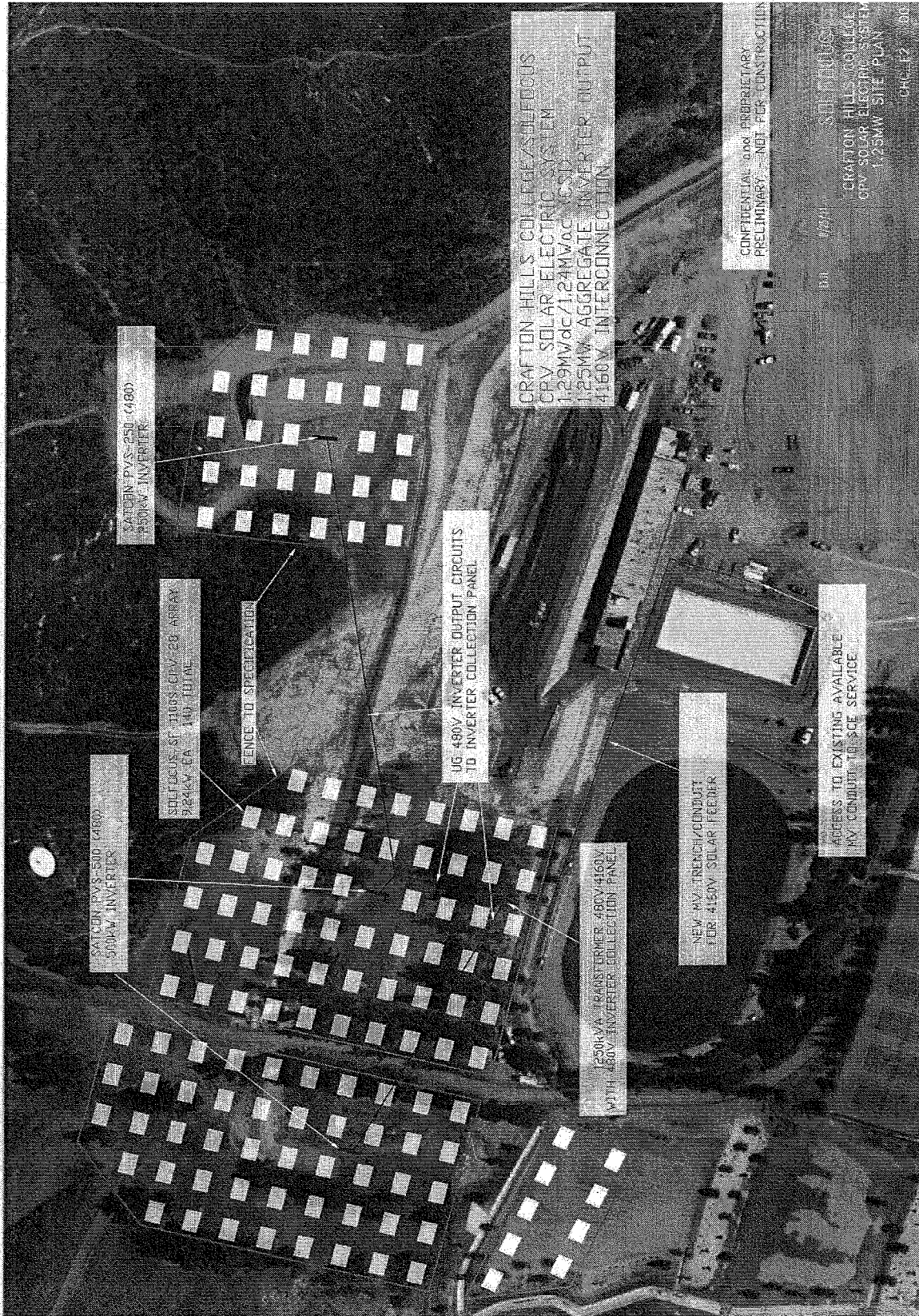
- Enables the gateway to upload its collected data to the remote server.
- Enables monitoring personnel to remotely interface with the devices connected to the gateway, for analysis or troubleshooting.

Weather Station: Device mounted on one of the trackers. It collects signals from five different sensors and sends the information to the SEEDs gateway which then uploads it to the remote server. The environmental sensors are:

- Normal Incidence Pyrheliometer: Measures Direct Normal Irradiance.
- Pyranometer: Measures Global Normal Irradiance.
- Air temperature sensor, mounted in a radiation shield
- Panel temperature sensor: Air temperature and panel temperature measurements are used by the monitoring software, to calculate the installation's operating efficiency.
- Anemometer, measures wind speed, independently of the anemometers mounted on the trackers.

Enclosures: All enclosures are NEMA-3R or NEMA4X rated and therefore suited for outside use.

Site Layout



ATTACHMENT 1

SOLFOCUS, INC.

AC PERFORMANCE GUARANTEE CALCULATION METHODOLOGY

DOC-000759

SOLFOCUS, INC.

**Minimum Output Performance Guarantee
for
The San Bernadino Community College District**

RECITALS

A. Rosendin Electric, Inc. (the "EPC") intends to enter into a definitive agreement with the San Bernadino Community College District (the "College District") to construct a 1.3 MW DC solar power generation project for the College District (the "Project") utilizing concentrated photovoltaic systems supplied by SolFocus, Inc. ("SolFocus"). The Project will be constructed at a site adjacent to Crafton Hills Community College (the "Project Site").

B. The EPC intends to enter into a definitive agreement with SolFocus to purchase one hundred forty (140) SolFocus SF-1100S-CPV-28 (330) systems (each, a "CPV System") for installation at the Project Site. The CPV Systems installed at the Project Site shall cumulatively be referred to in this Guarantee as the "Project System."

C. In accordance with the Project proposal, the College District requires that Systems be supported by minimum output performance guarantee. SolFocus has agreed to deliver the performance guarantee set forth below (the "Guarantee") to the EPC and grant the EPC the right to pass through the Guarantee to the College District as set forth herein.

PERFORMANCE GUARANTEE

1. Transfer of Guarantee. This Guarantee has been delivered to the EPC solely for the benefit of the College District. SolFocus hereby grants to the EPC the right to assign and transfer to the College District, in its entirety, all of the rights, benefits and remedies set forth in this Guarantee by providing written notice of such assignment to SolFocus and the College District. Upon delivery of such written notice, SolFocus shall assume all duties and obligations to the College District under the Guarantee and be responsible for remedies and liabilities related thereto. This Guarantee shall be effective as set forth in Section 2 below.

2. Performance Guarantee Term. The term of this Guarantee shall begin on the date each of all of the following has finally occurred (the "Commencement Date"): (i) the construction of the Project has been completed; (ii) each CPV System has been fully commissioned and calibrated; (iii) the inverters tied to the Project System have been fully commissioned; (iv) the Project System has been connected to intended electrical service entrance; (v) the monitoring equipment and systems have been installed and are fully operational; and (v) all right, title and

interest in the Project assets have been transferred to the College District. The term of the Guarantee shall conclude five (5) years after the Commencement Date (the "Guarantee Term").

3. Guarantee Measurements and Calculations. The measurements and calculations for the Guarantee shall be based on the SolFocus AC Performance Calculation Methodology (DOC-000759), including any limitations and conditions therein, attached to the Guarantee as Attachment 1 (the "Methodology"). Any capitalized terms and phrases not defined herein shall have the meaning set forth in the Methodology. Following each twelve (12) month period during the Guarantee Term (each an "Operational Year"), SolFocus will review the Project System data provided by the College District to calculate the Guaranteed Minimum Energy Production, all as described in the Methodology. If the Actual Cumulative Energy Produced during the applicable Operational Year does not meet or exceed the Guaranteed Minimum Energy Production, then SolFocus will use commercially reasonable efforts to increase the output in order to meet the Guaranteed Minimum Energy Production. At the end of the Guarantee Term, if the cumulative energy produced over the five (5) year period did not meet or exceed the Guaranteed Minimum Energy Production, then the College District shall be entitled to the remedies set forth in Section 3(b) of this Guarantee.

a. Determining the Performance Guarantee. The values set forth below shall be used to complete the calculations described in the Methodology in order to determine if the Guarantee has been satisfied. The Methodology defines the measurement of the "Actual Cumulative Energy Produced" (Ec) and the calculation of the "Guaranteed Minimum Energy Production" (EGMin).

- i. Guarantee Term is five (5) years;
- ii. Expected Solar Resource is 6.57 (kW·h/m²·day) as determined from the National Renewable Energy Lab's Solar Prospector solar resource tool (the "ENRL DNI");
- iii. Expected Energy Production for each year:

Year	Expected Energy Generation [MWh]	Cumulative Energy Generation [MWh]
1	2,956	2,956
2	2,942	5,898
3	2,927	8,825
4	2,912	11,737
5	2,898	14,635

- iv. The Percentage Guarantee, as used in the Methodology, is ninety percent (90%).

b. Performance Guarantee Remedies. On an annual basis, SolFocus will determine whether the Actual Cumulative Energy Produced falls below the Guaranteed Minimum Energy Production. If the Actual Cumulative Energy Produced falls below the Guaranteed Minimum Energy Production, SolFocus will use commercially reasonable efforts to restore the Actual Cumulative Energy Produced to a level equal to or greater than the Guaranteed Minimum Energy Production through repairing, modifying, replacing or supplementing the CPV Systems. At the end of the five (5) year Guarantee Term, if the Actual Cumulative Energy Produced is less than the Guaranteed Minimum Energy Production, then the College District will be entitled to receive an amount equal to the Energy Deficit (as defined in the Methodology) multiplied by the average cost per kWh calculated as the average price per kWh between the hours of 8:00 a.m. and 6.00 p.m. under the Southern California Edison rate schedule(s) applicable to the College District during the Guarantee Term. The compensation shall be paid by SolFocus as liquidated damages and not as a penalty. In the event the Project System fails to meet the performance guarantee standards as set forth above, then the College District's sole and exclusive remedy and the SolFocus' sole and exclusive obligation for any failure to satisfy this Guarantee is the payment of the compensation described above.

4. Obligations of the College District. SolFocus requires that the College District provide SolFocus in a timely manner with the performance data and information specified in the Methodology. The College District, as owner of the Project System, shall be required to comply with the requirements, obligations and conditions applicable to the College District as set forth in the Methodology.

5. Exclusions and Limitations. The Guarantee and remedies shall not apply (i) during any period in which the College District has not operated or maintained any CPV System in accordance with the applicable documentation and manuals provided by SolFocus; (ii) to any use of the CPV Systems other than the intended use; (iii) to the extent that the CPV Systems have been modified or changed by anyone other than SolFocus or as authorized by SolFocus in writing; (iv) to the extent the CPV Systems have been repaired, serviced or maintained by anyone other than a SolFocus authorized technician or service provider; (v) to any physical damage to the CPV Systems caused by any third party not within the control of SolFocus; (vi) to any damage or degradation in performance caused by any third party equipment or device not provided by SolFocus; (vii) any event in which SolFocus is delayed in or prevented from performing or carrying out its obligations under this Guarantee caused by any Force Majeure event (defined below); and (viii) any damage or degradation in performance in the CPV Systems or Systems caused by any Force Majeure event.

As used herein, the term "Force Majeure" shall include any cause beyond the reasonable control of and without the fault of SolFocus including without limitation (1) theft, vandalism, sabotage, riots or civil disturbances, (2) acts of God, (3) acts of the public enemy, (4) terrorist acts affecting the Site, (5) the College District-induced nonscheduled interruption in the energy output at the System, (6) volcanic eruptions, earthquake, hurricane, flood, ice storms, explosion, fire, lightning, power surge (not resulting from any fault or negligence of SolFocus), landslide or similarly cataclysmic occurrence, (7) insect or animal damage, (8) requirement by the applicable power utility provider that the Project System discontinue operation for any reason, (9) appropriation or diversion of electricity by sale or order of any governmental authority having jurisdiction thereof, (10) any phenomenon, natural or otherwise, that disrupts, reduces, interrupts, or otherwise limits the solar insolation of the CPV Systems at the Project Site, or (11) any other action by any governmental authority which prevents or prohibits SolFocus from carrying out its obligations under this Guarantee (including without limitation an unstayed order of a court or administrative agency having the effect of subjecting the sales of energy output to federal or state regulation of prices and/or services, or elimination or alteration of one or more tax or other governmental financial incentives or other change in law that results in a material adverse economic impact on SolFocus). Economic hardship of SolFocus shall not constitute a Force Majeure Event under this Guarantee.

6. Exclusive Remedies and Warranties. Except for the Limited Equipment Warranty provided by SolFocus, this Guarantee sets forth the sole and exclusive remedy for all claims based on failure of or defect in the CPV Systems. NO IMPLIED OR STATUTORY WARRANTIES SHALL APPLY, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NONINFRINGEMENT OF THIRD PARTY RIGHTS SHALL APPLY.

7. Limitation on Liability. THE TOTAL AGGREGATE LIABILITY OF SOLFOCUS, ON ALL CLAIMS OF ANY KIND, WHETHER IN CONTRACT, WARRANTY, INDEMNITY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT FORESEEABLE, ARISING OUT OF THE FAILURE TO PERFORM OR BREACH OF THIS GUARANTEE SHALL NOT EXCEED TWO MILLION DOLLARS (\$2,000,000.00). IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, INDEMNITY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT FORESEEABLE, SHALL SOLFOCUS (OR ITS SUBCONTRACTORS OR SUPPLIERS) BE LIABLE FOR LOSS OF PROFIT OR REVENUES OF THE COLLEGE DISTRICT, LOSS OF USE OF THE CPV SYSTEMS OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, FACILITIES, SERVICES OR REPLACEMENT POWER, DOWNTIME COSTS, FINES OR PENALTIES CHARGED TO THE COLLEGE DISTRICT FOR FAILURE TO MEET PERMITS, OR FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR EXEMPLARY DAMAGES.

AC Performance Guarantee Calculation Methodology – (Supply)

DOC-000759

Internal Use Only
 Production


Preliminary
 Contract Manufacturing

Engineering Use

Date	Owner	Owner Title	Revision
11/03/2011	Steffen Jensen	Dir. Systems Eng.	01

PROPRIETARY DOCUMENT

THIS DOCUMENT CONTAINS SOLFOCUS, INCORPORATED PROPRIETARY INFORMATION. RECIPIENT, BY ACCEPTING THIS DOCUMENT, AGREES THAT NEITHER THE DOCUMENT NOR ANY INFORMATION CONTAINED WITHIN IT SHALL BE REPRODUCED OR TRANSFERRED TO OTHER DOCUMENTS NOR USED OR DISCLOSED TO OTHERS FOR MANUFACTURING OR ANY OTHER PURPOSES EXCEPT AS SPECIFICALLY AUTHORIZED IN WRITING BY SOLFOCUS, INCORPORATED.

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1.0 Purpose

This document details calculation of a Guaranteed Minimum AC Energy and comparison with the actual cumulative energy produced for the purposes of an AC performance guarantee for the case when SolFocus is simply supplying CPV Systems. The Guaranteed Minimum AC Energy might also be called the Actual Performance Ratio (APR), Performance Ratio (PR), a Solar Resource Adjusted Energy Guarantee, or the other similar names. The Guaranteed Minimum AC Energy is a single calculated value that requires a minimum of one year of constant monitoring of the CPV Site.

This document assumes that project owner, site owner, or owner representative has installed an energy and solar resource monitoring system that meets the requirements stated in this document. Data collected using this monitoring system is assumed to be made available to SolFocus.

2.0 Scope

This document relates to any of the SF-1100S-28 CPV Systems: 900-000010-000 through 900-0000XX-000.

3.0 Definitions

CPV Plant: A collection of CPV Systems and associated equipment that are used to produce energy and are subject to this performance measurement

Guarantee Term (GT): (also known as the “Performance Term”) The number of years, defined by the supporting contract for which this performance measurement applies, since the CPV Plant commissioning (also known as “Commencement Date” or “Commercial Operation Date”)

Actual Cumulative Energy Produced (E_c): The net amount of energy [in units of $kW\cdot hr$] produced by the CPV Plant


Expected Solar Resource (DNI_{exp}): The average daily solar resource expected [in units of $kW\cdot hr/m^2\cdot day$] defined in the particular supporting contract, as determined using industry standard solar resources (e.g. NREL’s Typical Meteorological Year), for the CPV Plant location

Expected Energy Production ($E_{exp,yr}$): The amount of cumulative energy [in units of $kW\cdot hr$] that the CPV Plant is expected to produce in a particular year (yr) given the Expected Solar Resource, as defined in the supporting contract, with the expected solar resource since plant commissioning

Percentage Guarantee (PG%): The guaranteed percentage energy generation as defined in the particular support contract

Guaranteed Minimum Energy Production (E_{GMin}): Equal to the expected energy production [in units of $kW\cdot hr$] adjusted for plant availability and measured solar resource times the Percentage Guarantee

Energy Deficit ($E_{deficit}$): The difference between E_{GMin} and E_c ($E_{deficit} = E_{GMin} - E_c$) when $E_c < E_{GMin}$ for the Guarantee Term

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4.0 General Requirements

In order for the measurement of an AC Performance to be valid, a minimum set of requirements on how the CPV Systems are maintained and the environment in which the CPV Systems are deployed shall be met. Additionally, data collected shall be made available to SolFocus continuously during the guarantee term. Failure to meet these requirements will invalidate the performance guarantee.

4.1 CPV System Placement and Ground Cover Ratio

The CPV System shall be spaced in such a way such that the Ground Cover Ratio (GCR) does not exceed the value specified in the terms and conditions and that the pedestal to pedestal distance is not less than 12 meters. Nor shall any CPV systems be placed excessively far from others in order to artificially lower the CGR. The Ground Cover Ratio is defined as the ratio of the total system aperture area (44.4 m² for each system, see system drawing for exact area) to the amount of land area. The land area is defined as the shortest line that can be drawn around the entire CPV site that is not within a 5 meters of any CPV System’s pedestal. Deployment of CPV Systems at greater than 20% GCR can cause excessive self-shading and significantly diminish the CPV Systems performance.

4.2 Excessive Dust/Soiling

The CPV systems shall not be placed in a location that has excessive exposure to elements (e.g. dust) that will soil the panels and therefore partially obstruct the incident sunlight. Excessive soiling is typically considered when greater than 10% loss in power production in a single 30 day period occurs.

4.3 Maintenance According to O&M Manual


The CPV Systems must be maintained according to the operation and maintenance procedures as required by SolFocus’ O&M Guide. Documented services records must be kept and provided.

4.4 Increased Shading

The Expected Energy Production determination assumes prevailing conditions of the CPV Plant site. The addition of any structures (buildings, trees, etc...) that would significantly alter (more than 0.1%) the Expected Energy Production will invalidate the Performance Guarantee unless a new Expected Energy Production value is generated.

4.5 Monitoring and Data Availability

The data collected (Section 5.0) and information regarding the Availability Ratio (Section 6.2) shall be made accessible to SolFocus by electronic means (e.g. website download, ftp upload, etc.) continuously during the guarantee term, in order to allow SolFocus to take corrective measures if needed.

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5.0 Measurement Setup and Requirements

5.1 General Description

The cumulative amount of AC energy will be recorded by the CPV Plant’s revenue meter. The total amount of applicable solar resource for the same period will be measured at a sample rate of less than or equal to fifteen (≤ 15) minutes. An Availability Ratio shall be calculated.

A total of 35040 15-minute intervals make up an entire year. All measurement and recording instruments must have an uptime percentage of at least 80% over the one year period in order for the calculation to be valid.

5.2 Measurement of the AC Energy

The cumulative AC energy (E_c) shall be measured the revenue meter. The revenue meter should have an accuracy $\leq 2\%$. In addition, the AC energy must be recorded once every 15 minutes.

5.3 Measurement of the Solar Resource

The direct normal insolation (DNI) for each 15 minute period (h) shall be measured using a device suited to measuring the direct normal irradiance. This device shall not be cleaned more frequently than the CPV Systems. Doing so will invalidate the performance guarantee.

$$DNI_h [kW \cdot hr/m^2] = (Direct\ Normal\ Irradiance)_h \times \Delta t_h$$

5.4 Measurement of the Ambient Temperature

The ambient air temperature for each 15 minute period shall be measured: T_h .

5.5 Measurement of the Wind Speed


The local wind speed (WS_h) shall be measure by a device (e.g. anemometer) at the site that is not obscured by any structures and is at least 7 meters above the ground.

5.6 Measurement of the DC Voltage and Current

The DC voltage and current for each CPV System shall be measured for each 15 minute interval. This data will be used to determine the System availability and the proper operation of the inverter.

5.7 Inverter Warnings

Any parametric data reported by the inverter that can be used to determine its proper operation shall be recorded for each 15 minute interval

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6.0 Calculation Method

6.1 General Description

The actual energy generated by the CPV Plant (E_c) for the Guarantee Term is compared to the Guaranteed Minimum Energy Production (E_{GMin}).

6.2 Calculating the Availability Ratio (AR_h)

The first step to calculating E_{GMin} is to determine the fraction of CPV Systems available (AR) for each 15 minute interval (h) throughout the period in question. The CPV System availability is the fraction of CPV Systems at a particular site that are capable of producing DC power.

$$AR_h = \frac{\text{Total Number of CPV Systems} - \text{Number of CPV Systems Not Available}_h}{\text{Total Number of CPV Systems}}$$

The following conditions will reduce the number of CPV Systems that are available for the 15 minute interval (h):

The following conditions will reduce the number of CPV Systems that are available for the 15 minute interval (h):

6.2.1 No recording of the actual energy generated by the CPV Plant

If, for any reason, the device used to measure or record the actual energy generation of the CPV Systems is not functioning, all CPV Systems associated with the measurement device shall be assumed to be Not Available.

6.2.2 Inverter Availability

If, for any reason, an inverter associated with any number of CPV Systems is non-operational, all CPV Systems associated with that inverter shall be assumed to be Not Available.

6.2.3 Proper Inverter Operation


If, for any reason, an inverter associated with any number of CPV Systems is found to be not operating properly (e.g. not tracking the CPV System's MPPT, over temperature, etc...) all CPV Systems associated with that inverter shall be assumed to be Not Available.

6.2.4 Grid Availability

If, for any reason, the AC interconnection is unavailable (e.g. a dysfunctional transformer) and the CPV System are unable to produce DC power, all CPV Systems for the site shall be assumed to be Not Available.

6.2.5 Excessive Wind

If the recorded wind speed (WS_h) equals or exceeds the value that triggers a wind stow position of the CPV System, all CPV Systems for the site shall be assumed to be Not Available.

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6.2.6 Force Majeure (non-local events)

Force Majeure shall be extended to include events not in the vicinity of the CPV site that effect the spectral transmission of the Sun in the vicinity of CPV site (e.g. Forest Fire, Volcanic Eruption, etc...). During the period for which the Force Majeure affects the energy production of the site, all CPV Systems for the site shall be assumed to be Not Available.

6.2.7 Customer Incurred Non-Operation

If, for any reason, a customer decides to place a CPV System in a non-operational state (e.g. in a position to clean the panels), the affected CPV System(s) shall be assumed to be Not Available.

6.2.8 Unsubstantiated Lack of Power

All incidences where the DC power from a CPV System(s) is found to be zero must be substantiated and documented to be the fault of the equipment. For cases where the DC power measured is zero and the cause is either unrecorded or unsubstantiated, the CPV System(s) shall be assumed to be Not Available.

6.2.9 Incident Reporting

A CPV System that has failed in such a way that affects its ability to produce power will be considered available for a maximum of 1 day before the issue is reported. After 1 day and before the incident is reported, the CPV System shall be assumed to be Not Available.

6.2.10 Damage to Equipment

If, for any reason, any site equipment pertinent to energy generation is damaged or stolen, the affected CPV System(s) shall be assumed to be Not Available. This includes but is not limited to CPV panels, trackers and controllers, inverters, transformers, switchgear, wiring, environmental monitoring and telemetry equipment.

6.3 Consideration of the Unequal Soiling Rates


In general, the soiling rates for the CPV modules and the instrument used to measure the solar resource are the same. If, however, it is found that the soiling rate differs between the two significantly, appropriate means to correct the AC energy and the Solar Resource so that the effect of soiling is the same between the two shall be made.

6.4 Calculation of the Guaranteed Minimum Energy Production (E_{GMin})

The Guarantee Minimum Energy Production for the Guarantee Term is given by

$$E_{GMin} = \frac{PG\%}{(\text{Number of Days}) \times DNI_{exp}} \times \left(\sum_{\forall h}^{GT} (AR_h \times DNI_h) \right) \times \left(\sum_{\forall yr}^{GT} E_{exp,yr} \right)$$

Where, $PG\%$, DNI_{exp} , $E_{exp,yr}$ and GT are defined in Section 3.0, AR_h is as calculated in Section 6.2, DNI_h is as calculated in Section 5.3, and the *Number of Days* are the number of days under

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consideration (365 x GT). This calculated value is to be compared with the Actual Cumulative Energy Produced (E_c).

6.5 Meeting the Performance Guarantee

The performance guarantee is satisfied if

$$E_c \geq E_{GMin}$$

If the performance guarantee is not met, there is then calculated an energy deficit. The energy deficit is given by

$$E_{deficit} = E_{GMin} - E_c$$

ATTACHMENT 2

DESIGN & ENGINEERING PROVISIONS

APPENDIX A: DISTRICT'S ELECTRONIC DRAWING STANDARDS

ARTICLE I - CONTRACTOR'S SERVICES AND RESPONSIBILITIES

1. The Contractor's services shall consist of those services performed by the Contractor, Contractor's employees, and Contractor's consultants as enumerated in Articles II and III hereof. Wherever these Design & Engineering Services Provisions states that the Contractor shall perform any function appropriate to a licensed professional architect, engineer or other design professional ("Design Professional(s)"), or that must be performed by a Design Professional as a matter of any applicable law, regulation, ordinance, code, or policy or procedure of any governmental or quasi-governmental agency having jurisdiction over the System, the Contractor shall cause such Design Professional(s) to perform such task(s). The appropriate Design Professional shall be designated by Contractor as in general responsible charge of the System as described in Section 4-341 of Title 24 of the California Code of Regulations.

2. The Contractor's services, including, without limitation, those performed by any Design Professional(s), shall be performed in a manner which is consistent with professional skill and care and the orderly progress of the work. The Contractor represents that it and the Design Professional(s) will follow the appropriate standards of care in the applicable architectural or engineering profession in performing all services under these Design & Engineering Services Provisions. The Contractor shall have all obligations, or substantially the same obligations as set forth in Articles I, II, III, VI, VII and VIII hereof expressly incorporated by reference in each of its contracts with each Design Professional, and shall designate the District as an express, intended third party beneficiary of each of Contractor's contracts with each Design Professional.

3. The Contractor shall submit for the District's approval a construction schedule for the performance of the Contractor's services. The schedule may be adjusted as the Systems proceed by mutual written agreement of the parties and shall include allowances for time required for the District's review and for approval by authorities having jurisdiction over the System.

4. In order to ensure timely completion of all engineering services pursuant to these Design & Engineering Services Provisions, the Contractor agrees to perform all obligations under these Design & Engineering Services Provisions as expeditiously as required to comply with all time limitations and tasks outlined in Articles 6 and 7 of the concurrent Construction Provisions and the Progress Schedule produced according thereto. The Contractor shall attend and participate in any scheduling meetings for the System.

5. [This Section intentionally omitted.]

6. The Schematic Design and Construction Document services covered by these Design & Engineering Services Provisions shall be completed in a timely manner as required to comply with all time limitations and tasks outlined in Articles 6 and 7 of the concurrent Construction Agreement and the Progress Schedule produced according thereto.

7. The Contractor shall consult with and support any consultant engaged by the District to provide services related to securing funding for the System, including but not limited

to, assisting such consultants in responding to communications from funding agencies, lenders, investors and all other financiers.

8. In all instances that these Design & Engineering Services Provisions provides for the Contractor to take action with regard to any third party, the District may at any time unilaterally designate a different third party with regard to whom the Contractor shall take any given action. Such a changed designation shall only be effective upon the District providing written notice of such changed designation to the Contractor.

ARTICLE II - BASIC SERVICES

1. The Contractor's Basic Services include those described in this Article, and include structural, civil, mechanical, and electrical engineering, landscape architecture services, storm water pollution prevention plan services, and any other services necessary to produce a reasonably complete and accurate set of Construction Documents reflecting all work, workmanship, materials, finishes, and equipment required for the System. Construction Documents is defined for purposes of these Design & Engineering Services Provisions as including but not limited to the following: complete System Manuals, including General and Supplementary Conditions of all necessary conditions for construction, drawings, specifications, addenda, and other documents to be prepared by the Contractor pursuant to these Design & Engineering Services Provisions, and any modifications thereto.

2. The Contractor shall assist the District in obtaining required approvals from governmental agencies responsible for electrical, water, storm sewer, telecommunications, as well as the State Water Resources Control Board ("SWRCB"), and all other applicable government agencies having or claiming authority over any aspect of the System. Contractor shall prepare and submit all papers and documents required by such agencies, shall respond to any comments or inquiries by such agencies, and do all other things reasonably necessary to secure the approvals of such agencies.

3. The Contractor shall be responsible for confirming the capacity of existing utilities and for any design or documentation required to make points of connection to existing utility services required for the System.

4. The Contractor shall attend all necessary System coordination meetings between the Contractor, its Consultants, the District's representative(s), and other Consultants of the District during development of the System.

5. The Contractor shall make revisions to Drawings, Specifications, the System Manuals, or other documents when such revisions are necessary to be consistent with approvals or instructions previously given by District, including revisions made necessary by adjustments in the District's Performance Specifications or budget, but only to the extent such revisions are consistent with the standard of care applicable to Contractor's services.

6. The Contractor shall provide Basic Services required due to Performance Specification changes in the System, including but not limited to, size, quality, and complexity.

7. [This Section intentionally omitted.]

8. The Contractor shall evaluate any quantity surveys and cost estimates provided by consultants engaged directly by District.

9. The Contractor shall cooperate and consult with District in use and selection of District standards and owner furnished items. Manufactured items for the System, including but not limited to, hardware, plumbing, mechanical, and electrical equipment, shall conform to the Agreement or, if not specified therein, shall be standardized to the District's criteria to the extent such criteria are in compliance with the requirements of Public Contract Code § 3400. Where economically viable, the District may, in its sole discretion, elect to provide certain items and have them installed by the Contractor (Owner Furnished Contractor Installed "OFICI") or under separate contract(s) or through the District's own maintenance staff (Owner Furnished Owner Installed "OFOI").

10. The Contractor shall certify to the best of its information pursuant to 40 Code of Federal Regulations § 763.99(a)(7), that no asbestos-containing material was specified as a building material in any Construction Document for the System and will require that all of its Design Professionals, consultants, subcontractors and suppliers provide District with certification that all materials used in the construction of each element of the System are free from any asbestos-containing building materials ("ACBM's"). Contractor shall include statements in specifications that materials containing asbestos are not to be included. This certification shall be required for satisfaction of the Final Completion Milestone for the System.

11. The Contractor shall prepare for and make formal presentations to the Governing Board of the District, attend public hearings and other public meetings concerning the System. In addition, Contractor shall attend and assist in legal proceedings that arise from errors or omissions of the Contractor.

12. The duties, responsibilities, and limitations of authority of the Contractor shall not be restricted, modified, or extended without written agreement between the District and Contractor.

13. The Contractor shall comply with all federal, state, and local laws, rules, regulations, and ordinances that are applicable to the System.

14. The Contractor and Design Professionals shall have access to the work at all times.

15. Schematic Design Phase

A. The Contractor shall prepare, for approval by the District, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of System components, including but not limited to, schematic design studies and Site utilization plans. These documents shall comply with all laws, statutes, ordinances, codes, rules, and regulations which are applicable to these documents.

B. Alternate construction schemes made by the District subsequent to the Schematic Design Phase which is the result of no fault of the Contractor will be provided as an additional service in accordance with Article III hereof.

C. Contractor shall submit a list of qualified engineers for the System for the District's approval in conformance with Article VIII hereof. Contractor shall require that each engineer place his or her name, seal, and signature on all drawings and specifications prepared by said engineer, as required by law.

D. The Contractor shall participate in any Site meetings to review the requirements for the System with the District and/or the System Manager.

E. The Contractor shall provide the District with five (5) complete sets of all Schematic Design Documents at no additional cost.

F. The Contractor shall perform Schematic Design Services to keep the System within all budget and scope constraints set by the District, unless otherwise modified by written authorization from the District.

G. The Contractor shall submit its Schematic Design Documents at 90% completion to the System Manager or other third party designated by District for constructability and value engineering reviews. The Contractor shall incorporate all comments and revisions from such reviews into the Schematic Design Documents, provided that (i) such comments or proposed revisions are submitted to Contractor within ten (10) business days of submission by Contractor, and (ii) Contractor shall not be required to incorporate such comments if Contractor concludes that incorporation thereof would materially increase Contractor's cost to perform its obligations hereunder, unless District agrees to pay the actual increased construction cost arising from such comments, or such comments are not otherwise reasonably feasible or prudent on the professional opinion of the Design Professionals. Any revisions to the Schematic Design Documents arising from any constructability and value engineering review shall be made at no additional cost to the District. If disagreements involving incorporation of comments or revisions cannot be resolved by the parties, the District may terminate the Agreement in accordance with Section 15(B) of the Agreement.

16. Construction Document Phase (Final Plans)

A. The Contractor shall prepare from the Schematic Design Phase Documents approved by the District, Construction Documents in an electronic format approved by District, or as otherwise in compliance with the District's Electronic Drawing Standards (Exhibit A), together with specifications setting forth, in detail, the requirements for the construction of the entire System in conformity with all applicable governmental and code requirements. The Construction Documents shall show the work to be done, the materials, workmanship, finishes, and equipment required for the System. The Contractor shall incorporate in the Construction Documents all performance criteria set forth in the Agreement.

B. The Contractor shall prepare and file all documents required for and obtain the required approvals of all governmental agencies having or claiming jurisdiction over the System, which may include, but shall not be limited to, CDE (in partnership with District and its consultants to obtain Site and Plan approval), City Design Review ("CDR"), County Health Department, Local Fire Authority, Department of Public Works, State Water Resources Control Board, and all others which have or claim jurisdiction over the System. Contractor shall prepare

and submit all papers and documents required by such agencies, shall respond to any comments or inquiries by such agencies, and do all other things reasonably necessary to secure the approvals of such agencies. In the event that Contractor finds that any jurisdictional agency has incorrectly determined that the documents prepared and submitted by Contractor are incomplete, or contain errors and omissions or any other deficiencies, it may submit a claim, with all supporting documentation and explanation of Contractor's findings, to District within fifteen (15) calendar days of Contractor's discovery of such incorrect determination for District's consideration as to whether it shall relieve Contractor of the provisions of this Article. District shall not reject such a claim by Contractor if District finds, in its sole discretion, that the rejection by the jurisdictional agency was erroneous, capricious, or made for any ulterior purpose.

C. Contractor shall, whenever feasible, establish beforehand the exact costs due to governmental agencies and submit this cost information to District so payments may be prepared by District and delivered to Contractor for timely submission. If Contractor fails to timely notify District to facilitate payment by District, and Contractor submits the payment, Contractor shall not charge a mark-up on costs associated with governmental agency fees. In the event Contractor timely notifies District but District fails to prepare the payment such that Contractor is compelled to prepare and submit the payment, Contractor shall be entitled to one percent (1%) of the amount advanced by Contractor.

D. The Contractor shall perform a detailed coordination review of all components of the System, identify and incorporate the District's Standards and all appropriate Owner Furnished items and equipment for the System at 90% completion of Construction Documents. If District desires Contractor to perform these coordination review services for additional systems, District must notify Contractor and identify such systems sufficiently in advance of the stated milestones to allow Contractor to do so, in which case Contractor shall perform such services at no additional charge. Additional systems that may be designated by the District for such coordination review may include:

- a. Security access systems
- b. Telecommunications systems
- c. Data networks
- d. Lighting management systems

In addition to the foregoing, Contractor shall execute and deliver to District a certification in writing that a comprehensive interdisciplinary design coordination process was led, actively managed, and finalized to a sound professional conclusion by the Contractor and its consulting engineers to ensure that the plans, specifications, and all other design documents generated and/or adopted by the Contractor within the Construction Document packages are fully coordinated and fully integrated as a single definitive executable package ("Confirmation Certification").

E. The Contractor shall submit its Construction Documents at 50% completion to the System Manager or other third party for review. The Contractor shall

incorporate all comments and revisions from such reviews into the Construction Documents. Any revisions to the Construction Documents arising from any third-party reviews shall be made at no additional cost to the District.

F. During the Construction Documents Phase, the Contractor shall meet with the District and/or the System Manager once every two weeks to review the status of Construction Documents. Once every four weeks, the District will conduct an "all hands" meeting wherein all relevant parties as requested by the District (including each of Contractor's consultants) will meet to review the status of the Construction Documents and the overall System requirements. The major milestones for the Construction Documents Phase shall be at 50%, 75%, and 90% completion. The frequency of such meetings may be adjusted as mutually agreed upon by the parties.

G. The Contractor shall verify that all design review comments and revisions provided by the District are thoroughly integrated into the Construction Documents. Contractor shall provide written explanations to the District in a timely manner for all design review comments not incorporated into the Construction Documents. The Contractor shall perform all Services related to changes in the Contractor's scope of work required to integrate design review comments and revisions provided by the District into the Construction Documents after execution of the Contract(s).

17. [This Section intentionally omitted.]

18. Construction Phase

A. The Construction Phase will commence with the issuance of a Notice to Proceed by the District to the Contractor.

B. During the Construction Phase, once every week, the District will conduct an "all hands" meeting wherein all relevant parties as requested by the District (including each of Contractor's consultants) will meet to review the status of the Construction Documents and the overall System requirements. The frequency of such meetings may be adjusted as mutually agreed upon by the parties.

C. The Contractor, by and through the appropriate Design Professional(s), shall provide technical direction to a full-time Inspector paid by and responsible to the District. The Contractor, in consultation with the Design Professionals, shall prepare a marked set of prints indicating all improvements constructed as part of the System, including but not limited to, dimensioned location of buried utility lines (record drawings) which shall be forwarded to the District upon completion of the System.

D. Contractor, by and through the appropriate Design Professional(s), shall provide general administration of the Construction Documents, including but not limited to:

a. Conducting construction observation services through such personal contact with the project as is necessary to assure themselves that the work conforms in every material respect to California Code of Regulations, Title 24, and to the Construction Documents, as required by Business and Professions Code § 5536.25, Education Code § 17302,

California Code of Regulations, title 24, §§ 4-316 and 4-341, or in any event according to the requirements thereof;

- b. Making regular reports as may be required by governing agencies;
- c. Keeping the District informed of the progress of construction;
- d. Reviewing schedules and shop drawings for compliance with design;
- e. Submitting for approval by District substitution of materials, equipment, and any laboratory reports thereon;
- f. Preparing change orders for written approval of the District;
- g. Issuing certificates for payment in amounts approved by the District;
- h. Determining the date of substantial completion of the System (as used herein, "substantial completion" is defined as the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the District can utilize it for its intended use);
- i. Ensuring a final punch-list inspection of the System;
- j. Assembling and delivering to the District written guarantees, instruction books, diagrams, and charts required of the Contractor; and
- k. The District may request the Contractor to provide more extensive construction administration services. The Contractor shall be compensated for such expanded construction administration services as mutually agreed upon the parties in writing.

E. Contractor, by and through the appropriate Design Professional(s), shall make recommendations to the District on claims relating to the execution and progress of the work and all matters and questions relating thereto.

F. Contractor, by and through the appropriate Design Professional(s), shall promptly inform the District, whenever, in the Contractor's opinion, it may be necessary to stop the work to avoid the improper performance of the Contract(s).

G. Contractor, by and through the appropriate Design Professional(s), shall have authority to act on behalf of the District only to the extent expressly provided in these Design & Engineering Services Provisions unless otherwise modified in writing.

H. Contractor, by and through the appropriate Design Professional(s), shall at no additional cost provide services made necessary by defects or deficiencies in the work of the Contractor, which through reasonable professional observation and care should have been

discovered by the Contractor and promptly reported to the District and Contractor but which Contractor failed to do.

I. The Design Professional designated as being in general responsible charge of the System shall certify the amounts due to Contractor. The Design Professional's certification for payment shall constitute a representation to the District, based on the Design Professional's personal observations of the progress of the System, that the work has progressed to the level certified, and that the work is in accordance with the Construction Documents in all material respects.

J. Contractor shall submit for review by the Design Professionals shop drawings, product data, and samples for the purpose of checking for conformance with the Construction Documents. The Contractor's action shall not delay the work, but should allow for sufficient time to permit adequate review.

K. Contractor shall submit change orders with supporting documentation and data for the District's review in accordance with the Construction Documents. All Change Orders proposed by the Contractor shall be evaluated by the District promptly and recommendations shall be completed within a reasonable time.

L. During construction, the Contractor, by and through the appropriate Design Professional(s), shall prepare "As Built" drawings which shall be a complete set of drawings, so marked as to show all changes from the original contract requirements and the locations of concealed systems, conduit runs, or other services embodied in the completed structures or on the Site.

M. After receipt of all As Built documents, the Contractor shall revise the record drawings and specifications so that they will include all material changes contained in change orders, with revisions made necessary by such change orders, requests for information ("RFI"), and clarifications as noted by the Contractor in its As Built documents, which work shall be performed by Contractor as Additional Services. Upon completion of all revisions, the Contractor shall prepare a clean set of reproducible As Built documents in an electronic format mutually agreed upon by the parties, or as otherwise in compliance with the District's Electronic Drawing Standards (Exhibit A), together with a copy of all Specifications in Microsoft Word format and deliver them to the District. The District's Inspector will also review the Contractor's As Built documents for accuracy and conformance. If additional revisions to the As Built documents are necessary, they will be returned to the Contractor for correction and shall be delivered to the District within a reasonable time.

N. The Contractor shall receive and forward to the District for the District's review all written warranties and related documents required by the Construction Documents and issue a final application for payment upon compliance with all requirements of the Construction Documents.

O. The Contractor, by and through the appropriate Design Professional(s), shall make all revisions to drawings, specifications, and other documentation resulting from any substitutions approved by the District.

P. The Contractor shall be responsible for gathering information and processing forms required by applicable governing authorities, such as building departments and fire authorities, as well as funding agencies, lenders, investors and all other financiers, in a timely manner and ensure proper System close-out.

Q. [This Section intentionally omitted.]

R. The Contractor shall provide, and cause the appropriate Design Professional(s) to provide, all reasonable assistance toward the commissioning and utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation of all Major Systems as defined herein, with primary responsibility for such services resting with Contractor.

S. The services set forth in this Section 20 shall be performed by Contractor, or on Contractor's behalf through Design Professionals retained by Contractor, only to the extent that is legally appropriate for Contractor to do so given that it is providing the construction work to be reviewed and submitting the applications for payment to be evaluated, and if such services are performed by Contractor, Contractor will provide such services on its own behalf and not as an agent or representative of the District.

19. [This Section intentionally omitted.]

a.

20. Contractor guarantees and warrants that the Construction Documents shall reflect a complete scope of work (except as otherwise specifically provided) that, if faithfully executed by the Contractor, shall result in a photovoltaic electricity generating facility that conforms in all material respects with the Agreement.

ARTICLE III - ADDITIONAL SERVICES

1. Contractor shall notify the District in writing of the need for Additional Services required due to circumstances beyond the Contractor's control. Contractor shall obtain written authorization from the District before rendering such services. The District shall incur no obligation to pay the Contractor any compensation for such services until the scope of Additional Services and compensation therefor has been negotiated between the District and the Contractor and approved in writing by the District. Such services may include:

A. Making material revisions in drawings, specifications, or other documents when such revisions are required by the enactment or revision of laws, rules, or regulations subsequent to the preparation and completion of the Construction Documents.

B. Preparing drawings, specifications, and other documentation and supporting data, and providing other services in connection with Change Orders required by causes beyond the control of the Contractor which are not the result of the direct or indirect negligence, errors, or omissions on the part of Contractor.

C. Providing consultation concerning replacement of work damaged by fire and furnishing services required in connection with the replacement of such work.

D. Providing services associated with the District's use of construction management and/or multiple prime contract construction delivery methods upon proof that actual Additional Services were required. Contractor is not entitled to an automatic mark-up based on construction management fees and general conditions.

E. Providing any other services not otherwise included in these Design & Engineering Services Provisions or not customarily furnished in accordance with generally accepted architectural and engineering practice.

2. If authorized in writing by District, Contractor shall provide one or more System Representatives to assist in carrying out more extensive representation at the Site than is described in Article II hereof. The System Representative(s) shall be selected, employed, and directed by the Contractor, and the Contractor shall be compensated therefore as agreed by the District and Contractor. The District shall incur no obligation to pay the Contractor any compensation for such services until the scope of Additional Services and compensation therefor has been negotiated between the District and the Contractor and approved in writing by the District.

ARTICLE IV - DISTRICT'S RESPONSIBILITIES

1. The District shall provide to the Contractor information regarding District's requirements for the System, including information regarding the District's objectives, schedule, constraints, and criteria.

2. The District shall notify the Contractor of administrative procedures required and name a representative authorized to act on its behalf. The District shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of the System.

3. The District shall give prompt written notice to the Contractor if the District becomes aware of any fault or defect in the System or nonconformance with the Construction Documents. However, the District's failure or omission to do so shall not relieve the Contractor of Contractor's responsibilities under these Design & Engineering Services Provisions, Title 21 of the California Code of Regulations, Title 24 of the California Code of Regulations, or other applicable law, regulation, ordinance or code. The District shall be entitled to and shall rely completely on the representations of Contractor, Designer, and the Inspectors to the condition of the System and the presence or absence of any defects, of any kind or degree, or any failure(s) to conform, to any degree in any way, with the Construction Documents.

4. The proposed language of certifications requested of the Contractor or Contractor's consultants shall be submitted to the Contractor for review and approval at least fourteen (14) days prior to execution.

ARTICLE V - COST OF CONSTRUCTION

In no event shall the Cost of Construction exceed that provided for in the Agreement, subject to modification solely as set forth therein.

ARTICLE VI - DRAWINGS AND SPECIFICATIONS

All documents, including but not limited to, plans, drawings, specifications, record drawings, models, mock-ups, renderings, and other documents (including all computer files and/or or similar format files) prepared by the Contractor or the Contractor's Design Consultants for this System, shall be and remain the property of the District. Contractor and the Design Professionals shall otherwise retain their respective copyrights in such documents.

ARTICLE VII - ACCOUNTING RECORDS OF THE CONTRACTOR

Records of the Contractor's direct personnel and reimbursable expenses pertaining to the Additional Services on this System and records of accounts between the District and Contractor shall be kept on a generally recognized accounting basis and shall be available to the District or its authorized representative for review, inspection, and copying at mutually convenient times.

ARTICLE VIII - EMPLOYEES AND CONSULTANTS

1. The Contractor as part of its basic professional services shall furnish at its expense the services of structural, mechanical, electrical, civil engineers, and will additionally provide services or consultants to comply with any storm water requirements for the System, as such storm water requirements relate to the civil construction work required by the Agreement.

2. The Contractor shall submit, for written approval by the District, the names of the consultant firms proposed for the System. Nothing in these Design & Engineering Services Provisions shall create any contractual relation between the District and any Consultants employed by the Contractors under the terms of these Design & Engineering Services Provisions.

3. Contractor's consultants shall be licensed to practice in California in their respective disciplines and have relevant experience with photovoltaic system design and construction during the last five years. If any employee or consultant of the Contractor is not acceptable to the District then that individual shall be replaced with an acceptable competent person at the District's request.

4. The construction administrator or field representative assigned to this System by Contractor shall be licensed as a California Architect or Professional Engineer, able to make critical System decisions in a timely manner, and shall be readily available, and shall provide by phone, facsimile, and through correspondence, design direction and decisions when not present at the Site.

ARTICLE IX - MISCELLANEOUS

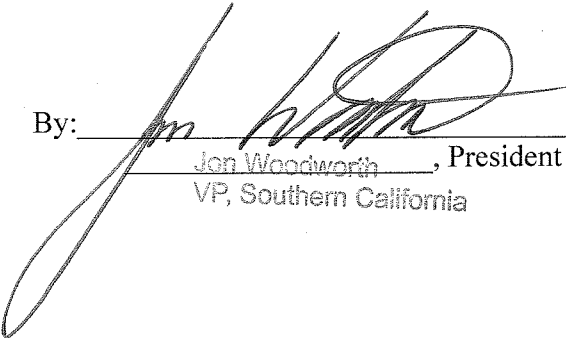
The Contractor shall make a written record of all meetings, conferences, discussions, and decisions made between or among the District and Contractor during all phases of the System and concerning any material condition in the requirements, scope, performance, and/or sequence of the work. The Contractor shall provide a copy of such records to the District.

The parties, through their authorized representatives, have executed these Design & Engineering Provisions as of _____, 2011.

SAN BERNARDINO COMMUNITY COLLEGE
DISTRICT

By: _____
_____, Chancellor

ROSENDIN ELECTRIC, INC.

By:  _____
Jon Woodworth, President
VP, Southern California

Approved as to form:

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

By: _____

Bryce Chastain, Esq.

Counsel for SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

EXHIBIT A
DISTRICT'S ELECTRONIC DRAWING STANDARDS

ATTACHMENT 3
CONSTRUCTION PROVISIONS

1. CONTRACTOR'S DUTIES AND STATUS

Contractor shall be responsible for furnishing and completing the construction of the System pursuant to this Agreement and the Construction Documents. Contractor further agrees to furnish efficient business administration and superintendence and to furnish at all times an adequate supply of professionals, workers, and materials and to perform the work appropriately, expeditiously, and economically, consistent with the interests of District.

2. DEFINITIONS

A. Construction. The term "Construction" as used herein includes all labor and services necessary for the construction and delivery of the System, and all materials, equipment, tools, supplies, and incidentals incorporated or to be incorporated in such construction as fully described in the Scope of Work for Construction Services set forth in Article 4. Unless otherwise expressly stipulated, Contractor shall perform all work and provide and pay for all materials, labor, tools, equipment, utilities, licenses and permits, including but not limited to, light, water, and power, necessary for the proper execution and completion of the System pursuant to the Construction Documents and the terms of this Agreement.

District and Contractor represent and warrant that the Stipulated Sum consists of monthly progress payments ("Progress Payments") to be paid by District during the course of construction.

B. Subcontractor. As used herein, the term "Subcontractor" shall mean any person or entity that has a contract with Contractor to perform any of the Construction.

C. Construction Documents. As set forth above, the term "Construction Documents" means the plans and specifications prepared by Contractor pursuant to the Design & Engineering Provisions to this Agreement, as adopted by the District for the System.

3. NOTICE TO PROCEED WITH CONSTRUCTION SERVICES

After execution of this Agreement, District shall promptly issue to Contractor a Notice to Proceed with the construction of the System pursuant to the terms hereof.

4. SCOPE OF WORK FOR CONSTRUCTION SERVICES

A. Contractor shall complete the construction of the System in accordance with the Construction Documents and this Agreement, supplying all labor, tools, machinery, equipment, and equipment transportation to the System appropriately, expeditiously, and economically, with the highest standard of quality with respect to material, assembly, finishes, and workmanship. All construction shall be pursuant to the Construction Documents.

B. Contractor shall establish procedures for the protection of the System and all existing structures, equipment, utilities, and other existing improvements, both on-site and off-site, during construction.

C. Contractor shall develop, within 15 days of receipt of the Notice to Proceed, a mutually agreed upon program with the District to comply with any mitigation measures adopted for the System pursuant to the California Environmental Quality Act (“CEQA”), but only to the extent said measures are included in the civil bridging documents, and to abate and minimize noise, dust, and disruption to normal activities at the System, including procedures to control noise, dust, and pollution during construction.

D. Contractor shall perform any required site mitigation or remediation, but only to the extent said measures are included in the civil bridging documents.

E. Contractor shall keep the Site clean and orderly throughout the duration of construction. All trash and rubbish shall be disposed of off-site by licensed waste disposal companies and in accordance with applicable Law.

F. Contractor shall be responsible for storage, safety, security, and maintenance of all uninstalled equipment as well as all tools, machinery, equipment, and materials for the System, including but not limited to, warehouse space, temporary parking, staging, or laydown areas.

G. Contractor shall maintain copies of all installed equipment maintenance records at the Site and said records shall be included in the turnover packages to the District.

H. Contractor will control all internal and external correspondence related to the System, and all System documents, drawings, contracts, change orders (if applicable), contractor submittals, and shop drawings. Contractor shall be responsible for creating change orders including the description of the changes for the cover letter to the Board of Trustees. Copies of these records shall be turned over to the District at the conclusion of construction.

I. Contractor shall be responsible for organizing, scheduling, and conducting weekly System Meetings, to include representatives of the Contractor and all Subcontractors, as well as District representatives and Inspector. Contractor shall document and distribute minutes from weekly meetings and other meetings for which minutes are kept. Minutes shall be delivered to the District and each subcontractor not later than three (3) business days after each System Meeting.

J. Contractor shall prepare, file, and distribute a System Status Report as may be requested by the District, as well as Verified Reports required by Title 24 as may be required by the District.

K. Contractor shall provide all services reasonably necessary to startup, commission, and transfer the System, completed and performing to the requirements of the Agreement, including without limitation these Construction Provisions and the Acceptance Testing Services set forth in Attachment 4, to the District. Contractor shall provide the Acceptance Testing Services and report as required in Attachment 4 for review and approval by District. Such approval by District shall be at its sole discretion, but shall not be unreasonably withheld. District representatives, selected at the District’s sole discretion, shall observe the performance of the System throughout startup and commissioning. Specific contractor services requiring approval by District include the following:

a. Startup and operation of the System until it achieves the performance requirements set forth in the Construction Documents.

b. Successful Acceptance Testing Services, commissioning checklist, and a performance test to certify the System and component performance over a proving-period of not less than 30-days, subject to approval by District at its sole discretion, which approval shall not be unreasonably withheld. Such successful Acceptance Testing Services and acceptance by the District are a precondition to Final Completion of the System and acceptance of the System as complete by the District.

5. EXTRA WORK/MODIFICATIONS

A. The District may prescribe additional work or a modification of requirements or methods of performing the construction of the System which differ from the work or requirements set forth in the Construction Documents (“Modifications”); and for such purposes, the District may at any time during the System, by written order, make such changes as it shall find necessary in the design, line, grade, form, location, dimensions, plan, or material of any part of the work or equipment specified herein or in the Construction Documents, or in the quantity or character of the work or equipment to be furnished.

B. Prior to Contractor commencing any work with respect to any Modifications, District and Contractor must agree upon the cost or savings of such Modifications, which shall be added to the Stipulated Sum. In the event that Contractor commences work with respect to any requested Modifications without the District and Contractor agreeing upon the cost for such Modifications or mutually acceptable method for determining the cost for such Modifications, Contractor shall, for all purposes, be deemed to have waived any rights to compensation with respect to such requested Modifications.

C. All Modifications approved in writing shall be funded as directed by District. This applies only to District initiated additional work, and work performed based on pre-approved allowances. This shall not apply to modifications or additional work, time, or expense incurred by Contractor as a result of error, omission, or oversight of Contractor or any of its contractors or suppliers.

D. In the event that Contractor discovers subsurface site conditions that it was unaware of as of the execution date of the Agreement, the Parties shall refer to Article 6 of the Agreement for Design and Construction, to which these Construction Provisions are attached.

6. TIME OF COMPLETION OF CONSTRUCTION SERVICES

Once the District has issued a Notice to Proceed pursuant to Article 3 hereof, Contractor shall proceed with the construction of the System with due diligence. Provided that the District has issued a Notice to Proceed with construction of the System no later than December 9, 2011, Contractor agrees to Complete the System no later than May 1, 2012 (“Completion Date”). “Completion” and “Complete” shall mean, for purposes of this Agreement, completion of all work in the Construction Documents and completion of Acceptance Testing to the satisfaction of the District, except for non-critical defects that do not affect the performance of the System or its safe operation. The Completion Date shall be equitably adjusted for any delays, but only in the

event that Contractor has diligently carried out all of its obligations under this Agreement in accordance with the best practices in the California solar photovoltaic construction industry, due to (i) events beyond the reasonable control of Contractor, (ii) failure of the District to perform its obligations under the Agreement within a reasonable and customary time for a California public school district to do so or (iii) extra or additional work directed by the District or other governmental authority, (iv) unknown site conditions, or (v) failure of other governmental authority to approve Construction Documents, or process revisions to the Construction Documents, in the time such approvals and processes are customarily completed.

7. PROGRESS SCHEDULE

Prior to District's issuance of a Notice to Proceed with Construction Services pursuant to Article 4 hereof, Contractor shall furnish District with a complete "as planned" bar schedule setting forth the expected dates for commencement and completion of each of the various stages of construction to be performed by Contractor pursuant to the terms hereof, utilizing a Critical Path Method ("Progress Schedule"). The Progress Schedule shall utilize the Completion Date and shall be updated by Contractor as necessary and revisions in said schedule shall be furnished to District. No calendar days shall be allotted in the Progress Schedule for weather days. In the event weather conditions prevent Contractor from working one or more calendar days, due to conditions which present risk of damage to the site or equipment or injury to workers, the Completion Date shall be extended for an equal number of days without any cost or expense to District or claim or charge by Contractor of any nature or sort. District will not assess Liquidated Damages for such weather days and associated extension of the Completion Date. It is specifically understood that District will utilize the Progress Schedule as it is revised from time to time to determine final dates upon which to make decisions it must make with respect to the System.

8. LIQUIDATED DAMAGES

IF THE SYSTEM IS NOT COMPLETED WITHIN THE TIME PERIOD SET FORTH IN ARTICLE 6 HEREOF AND ANY EXTENSIONS TO THE TIME PERIOD PURSUANT TO THIS AGREEMENT, IT IS UNDERSTOOD THAT THE DISTRICT WILL SUFFER DAMAGE. IT BEING IMPRACTICAL AND UNFEASIBLE TO DETERMINE THE AMOUNT OF ACTUAL DAMAGE, IT IS AGREED THAT CONTRACTOR SHALL PAY TO DISTRICT, AS FIXED AND LIQUIDATED DAMAGES, AND NOT AS A PENALTY, TWO THOUSAND ONE HUNDRED DOLLARS (\$2100.00) FOR EACH CALENDAR DAY OF DELAY IN COMPLETION OF THE SYSTEM. PROVIDED, HOWEVER, THAT (I) SUCH DAMAGES SHALL NOT ACCRUE DURING ANY PERIOD DURING WHICH THE DISTRICT HAS PROHIBITED CONTRACTOR'S PROSECUTION OF THE WORK AT THE SITE, AND (II) CONTRACTOR'S LIABILITY FOR DELAY LIQUIDATED DAMAGES SHALL NOT EXCEED THE STIPULATED SUM.

This "Liquidated Damages" Article is expressly understood and agreed to by the parties hereto:

_____ Contractor's Initials

_____ District's Initials

In the event that the performance and/or completion of the System is delayed at any time by any act or omission of District or by any employee or agent of District, by strikes, lockouts, fire, embargoes, flood, earthquake, acts of war or nature, or any other cause beyond the reasonable control of Contractor, the aforesaid date for completion of the System shall be extended for a reasonable period as a consequence of such delay. With respect to delays caused by weather, a day-for-day extension of the Completion Date will be allowed for each day the Contractor could not work, pursuant to the terms of Articles 6 or 7 immediately above.

9. TITLE TO MATERIALS

Title to new materials and/or equipment to be installed as part of the System, on a continuous basis while the System is being completed, shall vest in the District. However, responsibility for such new material and/or equipment shall remain with Contractor until incorporated into the work and accepted by District; no part of said materials and/or equipment shall be removed from its place of storage except for immediate installation in the work of this contract; and Contractor shall keep an accurate inventory of all materials and/or equipment in a manner satisfactory to the District or its authorized representative. References to equipment herein include equipment to become fixtures on the System, or otherwise provided for the System pursuant to the Construction Documents, and do not include Contractor's construction equipment or tools.

10. PAYMENTS WITHHELD

In addition to withholdings pursuant to Article 14 of the Agreement, the District may withhold as retention 5% of each Progress Payment until final completion of the project, and may withhold any amount(s) otherwise allowable, or required by law. Notwithstanding the foregoing, and for purposes of clarification, no retention shall be withheld on payment due on account of design services. As used herein, the term "final completion of the project" shall mean final completion of the services required by Contractor pursuant to Attachments 2 and 3 of the Agreement, and shall not include the services required of Contractor pursuant to Attachment 5 of the Agreement. Any retention withheld by the District shall be released to Contractor upon final completion of the work and services required of Contractor pursuant to Attachments 2 and 3 of the Agreement.

11. PAYMENTS BY CONTRACTOR

Contractor shall make all payments to subcontractors and suppliers as expeditiously and timely as possible, consistent with any applicable law, regulation, ordinance or code so as to prevent any stop notices, liens, or claims from being filed against the District or any of the Sites. Provided that District is not in default of its payment obligations to Contractor under the Agreement, Contractor shall indemnify, defend, and hold District harmless from any claims or actions which allege that Contractor failed to pay any subcontractor or supplier with respect to the System. Withholding and/or retention of funds by District pursuant to the terms of this Agreement or statutory authority shall not be a default.

12. CONTRACTOR'S SUPERVISION

Contractor shall supervise and direct the construction and completion of the System using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, procedures, quality control, and

quality assurance, and for coordinating all portions of the System. Specific duties of Contractor shall be in accordance all applicable Sections of Title 24 of the California Code of Regulations which relate to the duties of a contractor. Contractor shall construct the System in accordance with the Construction Documents and all requirements which are applicable with respect to the following: local grading, and special local requirements, all utility companies, California Building Code, Title 24, and any other applicable law, regulation, ordinance or code. Contractor shall correct any deficiencies which are caused by Contractor or its subcontractors' work noted by Inspector or any governmental and quasi-governmental agencies before or during construction, so that the System upon completion shall be fit for occupancy for any and all school purposes.

Contractor shall be responsible to the District for acts and omissions of Contractor's employees, subcontractors, material and equipment suppliers, and their agents, employees, invitees, and other persons performing or completing portions of the System under direct or indirect contract with Contractor or any of them.

Contractor shall not be relieved of obligations to complete the System in accordance with the Construction Documents by tests, inspections, or approvals required or performed by persons other than Contractor.

Contractor shall provide competent superintendents and assistants acceptable to District that shall be in attendance at the System site during construction of the System during the entire life of the System.

Contractor and each subcontractor shall furnish a competent and adequate staff as necessary for the proper administration, coordination, supervision, and superintendence of its portion of the System, organize the procurement of all materials and equipment so that they will be available at the time they are needed for the System, and keep an adequate force of skilled and fit workers on the job to complete the System in accordance with all requirements of the Construction Documents.

Contractor shall enforce strict discipline and good order among Contractor's and subcontractor's employees and any other persons carrying out the work. Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

District shall have the right, but not the obligation, to require the removal from the System of any superintendent, staff member, agent, or employee of Contractor, subcontractor, material or equipment supplier, etc., for cause.

13. DOCUMENTS ON SITE

Contractor shall keep one copy of all Construction Documents (as well as this Agreement) including addenda, change orders, and Titles 21 and 24 of the California Code of Regulations on the job at all times. Said documents shall be kept in good order and available to District representatives. Contractor shall be acquainted with and comply with the provisions of Titles 21 and 24 as they relate to the System. (See particularly the Duties of Contractor, Title 21, California Code of Regulations, §§ 42 and 43).

14. PROVISION OF TEMPORARY UTILITIES

All temporary utilities, including but not limited to, gas, electrical, water, telephone, and internet shall be provided and paid for by Contractor. Contractor shall furnish and install adequate temporary distribution systems, including meters, if necessary, from distribution points to points on site where any utility is necessary to carry on the work. Upon completion of work on the System, Contractor shall remove all temporary distribution systems. District shall provide Contractor suitable space at the Site for the location of Contractor's on-site office trailer, which trailer shall be removed upon completion of work on the System.

15. TEMPORARY SANITARY FACILITIES

Contractor shall provide sanitary temporary toilet facilities for use of all workmen. The facilities shall be maintained in a sanitary condition at all times and shall be left at the site until removal is directed by the Inspector.

16. PROTECTION OF WORK AND PROPERTY

A. Contractor shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the prosecution of the System and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance by District. Subject to losses covered by insurance, all work with respect to the System shall be solely at Contractor's risk. Contractor shall adequately protect adjacent property from settlement or loss of lateral support as provided by law and the Construction Documents. Contractor shall take all necessary precautions for safety of employees on the work site and shall comply with all applicable safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to premises where work is being performed. Contractor shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safeguards, signs, barriers, light, and watchmen for protection of workmen and the public and shall post danger signs warning against hazards created by such features in the course of construction and shall designate a responsible member of Contractor on the worksite, whose duty shall be prevention of accidents. The name and position of person so designated shall be reported to the District by Contractor.

B. In an emergency affecting safety of life or limb, or of the System or of adjoining property, Contractor, without special instruction or authorization from District, is hereby permitted to act, at its discretion, to prevent loss of or injury to life or limb, the System or adjoining property and shall so act with all due diligence.

C. Contractor shall provide drainage, heat, covering, structures, and enclosures as are necessary to protect all work, materials, equipment, appliances, and tools against damage by weather conditions.

D. Contractor shall take adequate precautions to protect existing sidewalks, curbs, pavements, utilities, adjoining property, and structures, and to avoid damage thereof, and repair any damage thereto caused by Contractor's construction operations.

E. Contractor shall:

a. When directed by District, take preventive measures to eliminate objectionable dust.

b. Confine any apparatus, the storage of materials, and the operations of workers to limits indicated by law, ordinances, permits, or directions of District and shall not unreasonably encumber any of the Sites with its materials, and enforce all instructions of District regarding signs, advertising, fires, danger signals, barricades, and smoking and require that all persons employed on the work comply with all regulations while on the Site.

c. Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by an approved civil engineer at no cost to the District.

17. CLEAN UP

A. Contractor at all times shall keep the Site reasonably free from debris such as waste, rubbish, and excess materials and equipment caused by work on the System. Contractor shall not leave debris under, in, or about the Site at the end of any day. Upon completion of work, Contractor shall clean exterior of all buildings, including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal Systems, and any areas where debris has collected so surfaces are free from foreign material or discoloration. Upon completion of work, Contractor shall remove all temporary fencing, barricades, planking, and sanitary facilities and similar temporary facilities from Site.

B. If Contractor fails to clean up at the completion of the work, District may do so and the cost of such clean up shall be charged back to Contractor.

18. CORRECTION OF WORK BEFORE ACCEPTANCE

A. Contractor shall promptly remove from the Site all work condemned by District as failing to conform to Construction Document requirements, this Agreement, building codes, ADA, Title 24, or any other applicable law, regulation, ordinance or code requirements, whether incorporated or not. Contractor shall promptly replace and re-execute its own work to comply with the Construction Documents without additional expense to District and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.

B. If Contractor does not remove such condemned work within a reasonable time, fixed by written notice, District may remove it and may store the material at Contractor's expense. If Contractor does not pay expenses of such removal within sixty (60) days thereafter, District may, upon thirty (30) days written notice, sell such materials at auction or at private sale and shall account for net proceeds thereof, after deducting all costs and expenses that should have been borne by Contractor.

C. If Contractor fails to correct any damaged work, items of poor quality, or improperly performed work within a reasonable period of time, in no case exceeding ten (10) days after written notice by District, District may deem it inexpedient to correct such work and at the District's sole discretion, the value of such work shall be deducted from any payments due Contractor and the District shall not be responsible for the payment of such amount.

19. CONSTRUCTION CLOSE-OUT

A. Utility Connections. The System shall be connected to all utilities reasonably required for its proper functioning, complete and ready for use. Service connections shall be made and existing services reconnected.

B. Electrical Utility Interconnection. The System shall be interconnected to the electrical utility grid. To the extent set forth in Contractor's proposal, which is attached as Exhibit "A" to the Agreement, Contractor shall be responsible for obtaining all permits and approvals, including without limitation any required by the local electrical utility or the California Independent Systems Operator ("ISO"), for adequate transmission of electrical energy from the System into the electrical utility grid.

C. Record Drawings.

a. Contractor shall keep one complete set of blue line prints of all drawings in good order and available for inspection. They shall be used only for the purpose intended. Drawings shall be kept up to date as the work progresses and shall be available at all times for inspection.

b. In addition to keeping the set of blue line prints discussed above, Contractor shall prepare for District an exact "as built" record of the work that records the "as built" conditions of the work throughout the duration of the System and a final set of "as built" drawings upon completion of the System. The following information shall be carefully and correctly drawn on the prints and all items shall be accurately located and dimensioned from finished surfaces of building walls or other fixed points on all record drawings:

(1) Any work not installed as indicated on drawings.

(2) The exact location and elevations of all covered utilities, including valves, cleanouts, etc.

(3) All CCDs, ASIs, District changes, and other modifications to the System shall be incorporated into the "As Built" - "Record" Drawings.

(4) Upon completion of the System and as a condition precedent to approval of the System by the District, Contractor shall obtain the District's Inspector's approval of the "as built" prints and employ a competent draftsman to transfer the "as-built" - "record" information to a complete set of "Record Documents." When completed, Contractor shall have one complete set of "Record Documents" made from the corrected drawings of "as-built" - "record" conditions, and both sets shall be delivered to District, along with an electronic form of such documents which is acceptable to the District.

(5) Contractor shall deliver to District three (3) complete sets of operating manuals, repair parts lists, service instructions for all electrical and mechanical equipment, and equipment warranties.

D. Maintenance Manuals. At least ten (10) days prior to final inspection, three (3) copies of complete operations and maintenance manuals shall be submitted for review. All installation, operating, and maintenance information and drawings shall be bound in 8½” x 11” binders. Contractor shall provide a table of contents and all items shall be indexed with tabs. Each manual shall also contain a list of subcontractors, with their addresses and the names of persons to contact in case of emergencies. Identifying labels shall provide names of manufacturers, their addresses, ratings, and capacities of equipment and machinery.

E. Acceptance Testing Services. Contractor shall complete, or cause to be completed, the Acceptance Testing Services attached hereto as Attachment 4, to the satisfaction and acceptance of the District, which acceptance may not be unreasonably withheld.

F. Reporting Requirements. Contractor shall assist the District to prepare and submit the final System accounting and all close-out reports including, but not limited to, all CDE and California Solar Initiative (“CSI”) forms.

G. Post Construction Follow-up Requirements. Contractor shall provide the District with post construction follow-up for contractor warranty and guarantee items. District, or its authorized representative, shall follow-up approximately one year from that date which is the later of: 1) one year from the use by District of a substantially completed System; or 2) one year from the date of the filing of the Notice of Completion of the System, in order to fully assess and identify any pertinent issues associated with the System.

20. ACCESS TO WORK

District and its representatives shall at all times have access to the work of the System. Contractor shall provide safe and proper facilities for such access. District representatives shall check in with the System Superintendent and observe all safety requirements of Contractor. All persons entering the System site shall comply with Contractor’s safety requirements as defined in Contractor’s job site specific safety plan, Injury and Illness Prevention Plan, and Subcontractor Injury Prevention Plan, while any of the System Sites are under the control of Contractor.

21. OCCUPANCY

District reserves the right to occupy portions of the System before completion of the System, and such occupancy shall not constitute final acceptance of any part of work covered by this contract pursuant to Public Contract Code § 7107. Contractor shall schedule, coordinate, and assist the District in occupancy of the completed System or portions thereof.

22. DISTRICT’S INSPECTOR

A. One or more inspectors employed by District (“Inspector”) will be assigned to the work.

B. Inspector and special inspection personnel shall have access to all operations involving work under this contract and shall be provided reasonable advance notice, but in no event less than 24 hours notice, of the time and place of operations which he desires to observe. Such inspectors shall be provided with all necessary samples of materials and work for testing purposes.

All work shall be under observation of the Inspector. Inspector shall have free access to any or all parts of work at any time. Inspection of work shall not relieve Contractor from any obligation to fulfill this contract. District's Inspector shall have authority to stop or reject work whenever there is a violation of the Building Code, Title 24, any other applicable law, regulation, ordinance or code, or if provisions of the Contract Documents are not being complied with, and Contractor shall instruct its employees or subcontractors accordingly.

Contractor shall coordinate the activities of the Inspector for the System, as well as the activities of other technical inspections and testing agencies.

23. [This Section intentionally omitted.]

24. PERFORMANCE/PAYMENT BONDS

Prior to commencement of any construction services, Contractor shall furnish performance and payment bonds, each in an amount equal to that portion of the Stipulated Sum that is attributable to the construction work and services to be provided by Contractor. Said performance bond shall secure Contractor's performance of its construction (not design) obligations under the Agreement, and said payment bond shall secure payment by Contractor to its subcontractors, suppliers, and others entitled to file stop notices and file payment bond claims under California law for construction (not design) work or services. All bonds shall be provided by a California admitted surety as defined in Code of Civil Procedure § 995.120. Personal sureties and unregistered sureties are unacceptable. Contractor shall keep the payment bond in effect until thirty (30) calendar days after final completion of the System has been accepted by the District and all work on or related to the System has ceased.

25. PERMITS AND LICENSES

Subject to Contractor's proposal, which is attached to the Agreement, Permits necessary for prosecution of work shall be secured and paid for exclusively by the Contractor. Contractor shall do all other things reasonably necessary to secure the approvals of such agencies. All necessary contractor and other licenses shall be secured and paid for exclusively by Contractor and subcontractors.

26. EXCISE TAXES

Contractor shall pay all applicable local, state, and federal taxes on all labor, materials, and services provided for the System.

If under federal excise tax law any transaction hereunder constitutes a sale on which a federal excise tax is imposed and the sale is exempt from such excise tax because it is a sale to a state or local government for its exclusive use, the District, upon request, will execute a certificate of exemption which will certify (1) that the District is a political subdivision of the state for the purposes of such exemption, and (2) that the sale is for the exclusive use of the District.

27. PATENTS AND ROYALTIES

Contractor shall pay for all patents and royalties associated with any equipment, process, article or appliance used in, or incorporated into the System. Contractor shall indemnify, defend, and hold harmless the District, its officers, agents, and employees from claims of infringement, including cost and expense, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of this contract, including its use by the District, unless otherwise specifically stipulated in the contract documents or when said claim arises from a product or products of a manufacturer or manufacturers that Contractor is required to use pursuant to the Agreement. Notwithstanding anything to the contrary contained herein, Contractor shall have no obligation to indemnify, defend or hold harmless the District with respect to any claims of infringement arising from or relating to the PV modules or inverters used in the System.

28. TESTS AND INSPECTIONS

With respect to any work which is required to be specially tested or approved, Contractor shall give notice in accordance with such authority of its readiness for observation or inspection at least five (5) working days prior to being tested or covered up. If inspection is by authority other than District, Contractor shall inform District of the date fixed for such inspection. Required certificates of inspection shall be secured by Contractor. Observations by District shall be promptly made, and where practicable at source of supply. If any work should be covered up without approval or consent of District, it must, if required by District, be uncovered for examination and satisfactorily reconstructed at Contractor's expense in compliance with contract. Costs of tests of any materials found to be not in compliance with contract shall be paid for by Contractor. Other costs for tests and inspections of materials shall be paid by District.

Where such inspection and testing are to be conducted by an independent laboratory or agency, such materials or samples of materials to be tested shall be selected by such laboratory or agency or District's representative, and not by Contractor.

Contractor shall notify District a sufficient time in advance of manufacture of materials to be supplied under contract, which must by terms of contract be tested, in order that District may arrange for testing of same at source of supply. Any materials shipped by Contractor from source of supply prior to having satisfactorily passed such testing and inspection, or prior to receipt of notice from said representative that such testing and inspection will not be required, shall not be incorporated in the work without prior approval of District and subsequent testing and inspection.

Re-examination of questioned work may be ordered by District and, if so ordered, work must be uncovered by Contractor. If such work is found in accordance with contract documents, District shall pay costs of re-examination and replacement. If such work is not found to be in accordance with contract documents, Contractor shall pay such costs.

29. MATERIALS

A. Except as otherwise specifically stated in this contract, Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary constructions of every nature, and all other services and facilities of every nature whatsoever necessary to complete the System within the specified time.

B. Unless otherwise specified, all materials shall be new and meet or exceed the quality of materials specified and all workmanship shall be of good quality.

C. Materials shall be furnished in ample quantities and at such times as to ensure uninterrupted progress of work and shall be stored properly and protected as required.

D. No materials, supplies, or equipment for work under this contract shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which any interest therein, or in any part thereof, is retained by seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in the work and agrees upon completion of all work to deliver the premises, together with all improvements and appurtenances constructed or placed thereon, to District free from any claim, liens, or charges. Contractor further agrees that neither it nor any person, firm, or corporation furnishing any materials or labor for any work covered by this Agreement shall have any right to lien the premises or any improvement of appurtenances thereon, except that Contractor may install metering devices or other equipment of the utility companies or of political subdivisions, title to which is commonly retained by the utility company or political subdivision. In the event of installation of any such metering device or equipment, Contractor shall advise District of the owner thereof.

E. Nothing contained in this Article, however, shall defeat or impair the rights of persons furnishing material or labor under any bond given by Contractor for their protection or any rights under any law permitting such persons to look to funds due Contractor held by District, and this provision shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing material for the work when no formal contract is entered into for such material.

F. Materials shall be stored on the premises in such a manner so as not to interfere with the work and so that no portion of the structure shall be overloaded.

G. Materials or work required or necessary to be tested shall be tested under supervision of, as directed by, and at such places as may be convenient to the District. The required testing of all structural materials shall be done by an approved testing laboratory.

30. CONSTRUCTION CLAIMS

A. Definition of Claim. A “Construction Claim” means any demand by the Contractor for:

- a. Time extension, other than requests pursuant to Article II hereof,
- b. Payment of money or damages arising from the System, payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to under this Agreement, or
- c. Any amount sought by Contractor, of which Contractor’s right or entitlement to payment is disputed by the District.

B. Continuance of Work. The Contractor shall continue to perform all obligations under this Agreement and the Construction Documents even though a written Claim has been filed. The Contractor and the District shall make good faith efforts to resolve any and all Claims that may arise during the performance of the System.

C. Claim Notification. If Contractor shall claim compensation for any damage sustained by reason of the act(s) or omission(s) of the District or its agents, Contractor shall, within ten (10) business days after sustaining such damage, make and deliver to the District a written statement of the damage sustained (“Notice of Claim”). Contractor shall file with the District an itemized statement of the details and amount of such damage within fifteen (15) business days of delivery to District of the Notice of Claim. Unless the Notice of Claim shall be made as required, Contractor’s claim for compensation shall be forfeited and invalidated and it shall not be entitled to consideration for payment on account of any such damage. Contractor expressly acknowledges and agrees that this provision shall not be waived or otherwise modified by any communication not rendered to the Contractor in writing by the District, and that this is a reasonable notice provision pursuant to Public Contract Code Section 7102 and Government Code Section 930.2.

D. Signature of Certification. If the Contractor is an individual, all Claims and Claim Appeals shall be executed thereby. If the Contractor is not an individual, all Claims and Claim Appeals shall be executed by an officer or general partner of the Contractor having overall responsibility for the conduct of the Contractor’s affairs.

31. WORKERS AND PUPIL SAFETY

A. Contractor shall at all times enforce strict discipline and good order among Contractor’s employees, subcontractors, suppliers, and all other invitees to the Site and shall not employ or allow the employment on the work of any unfit person or anyone not skilled in work assigned to Contractor.

B. Contractor shall remove from the work site any person in the employ of Contractor or any subcontractor or supplier whom District may deem incompetent or unfit and such worker shall not again participate in the work and shall not again be employed on it except with written consent of District.

C. Contractor shall take all reasonable steps necessary to ensure that any employees of Contractor or any of its subcontractors report for work in a manner fit to do their job. Such employees: (i) shall not utilize tobacco on the System Site, and (ii) shall not be under the influence of or in possession of any alcoholic beverage or of any controlled substance (except a controlled substance as prescribed by a physician so long as the performance or safety at the System Site is not affected thereby). Contractor shall advise its employees, subcontractors, suppliers, and invitees of these requirements before they enter on the Site and shall immediately remove from the Site any person in violation of these requirements as determined by Contractor or by the District. Contractor shall impose these requirements on its subcontractors, suppliers, and other invitees.

32. WAGE RATES

A. Pursuant to the provisions of Article 2 (commencing at Section 1770), Chapter 1, Part 7, Division 2 of the Labor Code of California, the governing body of District has ascertained the general prevailing rate of per diem wages in the locality in which this public work is to be performed for each craft, classification, or type of workmen needed to execute the contract.

B. Per Diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, travel time and subsistence pay as provided in Labor Code § 1773.1 apprenticeship or other training programs authorized by Labor Code § 3093, and similar purposes when the term “per diem wages” is used herein.

C. Each worker needed to execute the work must be paid travel and subsistence payments as defined in the applicable collective bargaining agreements in accordance with Labor Code § 1773.1.

D. Holiday and overtime work when permitted by law shall be paid for at a rate of at least one and one-half times the above specified rate of per diem wages, unless otherwise specified.

E. Each worker of Contractor and any of its subcontractors engaged in work on the System shall be paid not less than the prevailing wage rate, regardless of any contractual relationship which may be alleged to exist between Contractor or any subcontractors and such workers.

F. Contractor shall, as a penalty to the District, forfeit an amount as determined by the Labor Commissioner pursuant to Labor Code § 1775 for each calendar day, or portion thereof, for each worker paid less than the prevailing rate as determined by the director for such work or craft in which such worker is employed for any public work done under the contract by him or by any subcontractor under him. The difference between such prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by Contractor.

G. Copies of the determined prevailing wage rates are on file and available upon request at the District’s office. District shall provide Contractor with current prevailing wage rates, in writing. Contractor shall post, at an appropriate conspicuous point on the Site, a schedule showing all determined general prevailing wage rates.

H. Any worker employed to perform work on the System which is not covered by any classification available in the District office, shall be paid not less than the minimum rate of wages specified for the classification which most nearly corresponds with work to be performed by him, and that minimum wage rate shall be retroactive to the time of initial employment of the person in the classification.

33. RECORD OF WAGES PAID: INSPECTION

Pursuant to Labor Code § 1776, Contractor stipulates to the following:

A. Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work under the Facilities Lease and Construction Provisions. Such records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information of such forms. The payroll records may consist of payroll data that are maintained as computer records, if printouts contain the same information as the forms provided by the division and the printouts are verified as specified in subdivision (a) of Labor Code § 1776.

B. The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor on the following basis:

a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his or her authorized representative.

b. A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished to a representative of the District, and to the Division of Labor Standards Enforcement, and Division of Apprenticeship Standards of the Department of Industrial Relations.

c. A certified copy of all payroll records enumerated in subdivision (a) shall be made available to the public for inspection or copies thereof. However, a request by the public shall be made through either the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by Contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to such records at the principal office of Contractor.

d. Contractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested such records within ten (10) days after receipt of the written request.

e. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency, by the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in

such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of Contractor awarded the contract or performing the contract shall not be marked or obliterated.

f. Contractor shall inform the District of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within five (5) working days, provide a notice of a change of location and address.

g. In the event of noncompliance with the requirements of this Article, Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects Contractor must comply with this Article. Should noncompliance still be evident after such 10-day period, Contractor shall pay a penalty of TWENTY-FIVE DOLLARS (\$25.00) to the District for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from the progress payment then due.

h. The responsibility for compliance with this Article shall rest upon Contractor.

34. HOURS OF WORK

A. As provided in Article 3 (commencing at Section 1810), Chapter 1, Part 7, Division 2 of the Labor Code, Contractor stipulates that eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by Contractor or by the work or upon any part of the work contemplated by this contract is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as hereinafter provided. Notwithstanding the provisions hereinabove set forth, work performed by employees of contractors in excess of eight (8) hours per day and forty (40) hours during any one week upon this public work shall be permitted compensation of all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.

B. Contractor shall pay to the District a penalty of TWENTY-FIVE DOLLARS (\$25.00) for each worker employed in the execution of these Construction Provisions by Contractor or by any subcontractor for each calendar day during which such workman is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week in violation of the provisions of Article 3 (commencing at Section 1810), Chapter 1, Part 7, Division 2 of the Labor Code, unless compensation to the worker so employed by Contractor is not less than one and one-half (1-1/2) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

C. Any work necessary to be performed after regular working hours, or on Sundays or other holidays shall be performed without additional expense to District, unless otherwise agreed to by the parties.

D. Construction work under the Construction Provisions shall be accomplished on a schedule consistent with the normal and reasonable practices of Contractor and in compliance with applicable ordinances.

35. APPRENTICES

A. All apprentices employed by Contractor to perform services under these Construction Provisions shall be paid the standard wage paid to apprentices under the regulation of the craft or trade at which that apprentice is employed, and shall be employed only at the work of the craft or trade in which that apprentice is registered. Only apprentices, as defined in Labor Code § 3077, who are in training under apprenticeship standards and written apprenticeship agreements under Chapter 4 (commencing at Section 3070), Division 3 of the Labor Code, are eligible to be employed under these Construction Provisions. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprenticeship agreements under which that apprentice is training.

B. When Contractor to whom the work under these Construction Provisions is awarded by the District or any subcontractor under Contractor, in performing any of the work under the Construction Provisions, employs workers in any apprenticeable craft or trade, Contractor and subcontractor shall apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the Site of the public work, for a certificate approving Contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, approval as established by the joint apprenticeship committee or committees shall be subject to the approval of the Administrator of Apprenticeship. Contractor or subcontractors shall not be required to submit individual applications for approval to local joint apprenticeship committees provided they are already covered by the local apprenticeship standards. The ratio of work performed by apprentices to journeymen, who shall be employed in the craft or trade on the public work, may be the ratio stipulated in the apprenticeship standards under which the joint apprenticeship committee operates, but in no case shall the ratio be less than one hour of apprentice work for each five (5) hours of labor performed by a journeyman, except as otherwise provided in Section 1777.5 of the Labor Code. However, the minimum ratio for the land surveyor classification shall not be less than one apprentice for each five journeymen.

C. “Apprenticeable craft or trade” as used in Labor Code § 1777.5 and this Article, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the Apprenticeship Council.

D. Contractor, or any subcontractor which, in performing any of the work under this contract, employs journeymen or apprentices in any apprenticeable craft or trade and which is not contributing to a fund or funds to administer and conduct the apprenticeship programming of any craft or trade in the area of the Site of the public work, to which fund or funds other contractors in the area of the Site of the public work are contributing, shall contribute to the fund or funds in each craft or trade in which that Contractor employs journeymen or apprentices on the public work in the same amount or upon the same basis and in the same manner as other contractors do, but where the trust fund administrators are unable to accept the funds, contractors not signatory to the trust agreement shall pay like amount to the California Apprenticeship Council. Contractor or subcontractor may add the amount of such contributions in computing their bid for the contract. The Division of Labor Standards Enforcement is authorized to enforce the payment of the contributions to the fund or funds as set forth in Labor Code § 227.

E. The responsibility of compliance with Labor Code § 1777.5 and this Article for all apprenticeable occupations is with Contractor.

F. The interpretation and enforcement of Sections 1777.5 and 1777.7 of the Labor Code shall be in accordance with the rules and procedures of the California Apprenticeship Council.

36. WORKERS' COMPENSATION INSURANCE

Contractor shall provide, at all times in which it is providing or performing any work on the System, at its sole cost and expense, workers' compensation insurance for all of its employees engaged in work under the terms hereof. In case any of Contractor's work is sublet, Contractor shall require the subcontractor similarly to provide workers' compensation insurance for all the latter's employees. In case any class of employees engaged in work under this contract, on or at the site of the System is not protected under Workers' Compensation laws, Contractor shall provide or shall cause a subcontractor to provide, adequate insurance coverage for the protection of such employee, not otherwise protected. Contractor shall file with the District certificates of its insurance protecting workmen. Contractor is required to secure payment of compensation to its employees in accordance with the provisions of Section 3700 of the Labor Code.

37. CERTIFICATE OF CONTRACTOR PURSUANT TO LABOR CODE § 1861

An authorized officer of Contractor shall sign under penalty of perjury, date, and notarize a certificate which states the following: "I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Agreement."

38. ASSIGNMENT

Contractor shall not assign Contractor's obligations set forth in this Agreement or any part thereof.

39. CHANGE IN NAME AND NATURE OF CONTRACTOR'S LEGAL ENTITY

Should a change be contemplated in the name or nature of Contractor's legal entity, Contractor shall first notify the District in order that proper steps may be taken to have the change reflected in all corresponding legal documents.

40. WARRANTY

A. Neither final payment nor any provision in the Construction Documents shall relieve Contractor of responsibility for faulty materials or workmanship incorporated in the System. Except as set forth below, Contractor warrants that all construction work done and facilities constructed pursuant to the Agreement shall conform to the final design documents prepared by Contractor and approved by District and will be free of faulty materials or workmanship and hereby agrees to take action, immediately upon receiving notification from

District, to remedy, repair, or replace, without cost to District, all defects which may appear as a result of faulty materials or workmanship in the System of which District provides notice to Contractor during a period beginning with commencement of the System and ending ten years after the date of acceptance by the District of the System as complete.

B. Contractor shall procure and assign to District warranties from the manufacturers (the "Manufacturers") of the Major Equipment (as that term is defined below) to the extent said Major Equipment is purchased and provided for the System by Contractor. With respect to manufacturer warranties for PV modules, said warranties shall include a ten (10) year warranty against loss of power output of more than fifteen percent (15%) of the particular equipment's rated output as set forth in the particular warranty. Contractor's obligations under this warranty do not apply to any defects whatsoever in the Major Equipment provided by the Manufacturers, provided Contractor has procured and assigned to District the Manufacturer warranty for said Major Equipment. Contractor makes no representation or warranty, and District shall seek no recourse from Contractor, regarding the Manufacturer Warranties, including, without limitation, any degradation in electrical generation output of the PV modules. As used herein, the term "Major Equipment" means, to the extent applicable to the System, PV Modules and inverters.

C. This warranty shall not cover any defects to the extent such defect is caused by any of the following:

a. Alterations or repairs made to the System's supporting structure, or to any part of the System or associated wiring and parts without Contractor's prior written approval;

b. Failure of the System to perform caused by legislative, administrative, or executive regulation, order or requisition of the government, local utility or public utilities commission, or any state, provincial or municipal government or official;

c. Use of the System beyond the scope contemplated in its operating manuals or technical specifications;

d. Damage to the System not caused directly or indirectly by Contractor or its subcontractors under any agreement between Contractor and Project Company;

e. A change in usage of the Site, which may affect building or site permits and related requirements, without the written approval of Contractor, or a change in ownership of building or property and the new owner has not signed an assumption agreement of the terms and conditions herein, and

f. Any defect or deficiency to the extent the same results from a specific written direction from District if, prior to implementing such written direction, Contractor advised District that Project Company's written direction would so affect the warranty provided by Contractor hereunder.

D. In the event of failure of Contractor to comply with above mentioned conditions and commence repairs within one week after being notified in writing, District is hereby authorized to proceed to have defects repaired and made good at the expense of Contractor who hereby agrees to pay reasonable costs and charges therefor immediately on demand. It is agreed

that Contractor cannot guarantee completion of any such repair work within one week, but Contractor shall commence any required repair work and continue diligently to completion without interruption until complete.

E. If, in the opinion of the District, defective work creates a dangerous condition or requires immediate correction or attention to prevent loss to the District, the District will attempt to give the notice required by this Article. If Contractor cannot be contacted or does not comply with the District's requirements for correction within a reasonable time as determined by the District, the District may, notwithstanding the provisions of this Article, proceed to make such correction and the reasonable cost shall be charged against Contractor. Such action by the District will not relieve Contractor of the warranty provided in this Article or elsewhere in this contract.

F. Except as expressly provided herein or in the Agreement, Contractor expressly disclaims any and all warranties of any kind, express, implied or statutory, including without limitation any implied warranties of merchantability and/or fitness for a particular purpose.

G. This System is also subject to the concurrent Operations and Maintenance Services Agreement for the System attached to and incorporated into the Agreement as Attachment 5.

41. SUBCONTRACTING

Contractor agrees to bind every subcontractor by the terms of this contract as far as such terms are applicable to subcontractor's work. If Contractor shall subcontract any part of this contract, Contractor shall be as fully responsible to District for acts and omissions of each subcontractor and of persons either directly or indirectly employed by subcontractor, as Contractor is for acts and omissions of persons directly employed by it. Nothing contained herein shall create any contractual relation between any subcontractor and District.

42. ASSIGNMENT OF ANTITRUST CLAIMS

Pursuant to Section 7103.5 of the Public Contract Code, in entering into a public work contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, Contractor and its subcontractors offer and agree to assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2 [commencing with § 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or subcontract. This assignment shall be made and become effective at the time the District tenders final payment to Contractor, without further acknowledgment by the parties.

43. AUDITING

In the event that the District is audited by any third party claiming authority to do so, Contractor also shall cooperate fully, completely, and timely with any auditing or accounting person or entity designated by the District with regard to any kind of analysis of the final accounting, to

include any outside auditor or accountant with which the District is cooperating, and shall produce any additional documentation reasonably required by such persons for their work.

44. LAYOUT AND FIELD ENGINEERING

All field engineering and surveying required for laying out the System and establishing grades for earthwork operations shall be furnished by Contractor at its expense. Such work shall be done by a qualified engineer. Any required "As-built" drawings of site development shall be prepared by a qualified engineer at Contractor's expense. The District shall confirm the location of the corners of the Site and benchmarks.

45. CUTTING AND PATCHING

Contractor shall do all cutting, fitting, or patching of work as required to make its several parts come together properly.

46. SOILS INVESTIGATION REPORT

Contractor acknowledges that it will make a further thorough visual examination of the Site. Contractor will review the System and any geotechnical report for any of the Sites, provided to it by District. Except as provided in Article 5(D) of these Construction Provisions, no claims for allowances or damages because of Contractor's failure to adequately acquaint itself with the known conditions of any of the Sites will be recognized. Contractor shall not be responsible for unforeseen soils conditions.

47. TRENCH EXCAVATION

This Article shall pertain to all Construction comprising the excavation of any trench or trenches four (4) feet or more in depth.

Contractor shall submit to the District, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of any trench or trenches four (4) feet or more in depth. Contractor's plan shall be prepared by a registered civil or structural engineer. As a part of the plan, a note shall be included stating that Contractor's registered civil or structural engineer certifies that the plan complies with the current and applicable CAL-OSHA Construction Safety Orders, or stating that Contractor's registered civil or structural engineer certifies that the plan is not less effective than the shoring, bracing, sloping, or other provisions of the Safety Orders.

All shoring submittals shall include surcharge loads from adjacent embankments, construction loads, and spoil bank. Submittals shall indicate minimum horizontal distance from top of trench to edge of all surcharge loads for all cases of shoring and side slopes.

Nothing in this Article shall relieve Contractor of the full responsibility for providing shoring, bracing, sloping, or other provisions adequate for worker protection. Pursuant to Labor Code § 6705, nothing in this Article shall impose tort liability upon District, its Board, or any of its employees.

In relation to digging trenches or other excavations that extend deeper than four (4) feet below the surface of the ground, Contractor shall comply with the following requirements, and include similar provisions in any contract for the System, which involves digging trenches or other excavations:

A. That the contractor shall promptly, and before the following conditions are disturbed, notify the public entity, in writing, of any:

a. Material that the contractor believes may be material that is hazardous waste, as defined in § 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

b. Subsurface or latent physical conditions at the site differing from those indicated.

c. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

B. That the public entity shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the contract.

C. That, in the event a dispute arises between the public entity and the contractor, whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the contractor's cost of, or time required for, performance of any part of the work, the contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

48. REGIONAL NOTIFICATION CENTER

Contractor, except in an emergency, shall contact the appropriate regional notification center at least two (2) working days prior to commencing any excavation if the excavation will be conducted in an area or in a private easement which is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the District, and obtain an inquiry identification number from that notification center. No excavation shall be commenced and carried out by Contractor unless such an inquiry identification number has been assigned to Contractor or any subcontractor of Contractor and the District has been given the identification number by Contractor.

Emergency shall be defined as a sudden, unexpected occurrence, involving a clear and imminent danger, demanding immediate action to prevent or mitigate loss of, or damage to, life, health, property, or essential public services. Emergency includes such occurrences as fire, flood, earthquake, or other soil or geologic movements, as well as such occurrences as riot, accident, or sabotage (Government Code § 4216).

49. LAWS AND REGULATIONS

Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on conduct of work as indicated and specified. If Contractor performs any work which is contrary to any law, ordinance, rule, or regulation, Contractor shall bear all costs and expenses arising therefrom. This Agreement and the relationship of the parties shall be governed by California law. Venue for any action or proceeding shall rest in the County where the System is located.

50. NOTICE AND SERVICE

A. Any notice from one party to the other under this Agreement shall be in writing and shall be dated and signed by party giving such notice or by a duly authorized representative of such party. The District's representative is the District's Superintendent or any other party, as designated by the District's Superintendent in writing to Contractor. Any such notice shall not be effective for any purpose whatsoever unless served in one of the following manners:

a. If notice is given to District, by personal delivery thereof to District or by depositing same in the United States mail, enclosed in a sealed envelope addressed to District, postage prepaid and registered.

b. If notice is given to Contractor, by personal delivery thereof to said Contractor or to its foreman at any of the Sites, or by depositing same in the United States mail, enclosed in a sealed envelope, addressed to said Contractor at its regular place of business or at such other address as may have been established for the conduct of work under this contract, postage prepaid and registered.

51. CONTINUANCE OF WORK

In the event of a dispute between the parties as to performance of the work or the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute, and District agrees to continue to make undisputed payments due Contractor. Pending resolution of this dispute, Contractor agrees to continue the work diligently to completion. If the dispute is not resolved, Contractor agrees it will not stop the progress of the work on the System.

52. 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 the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party the contract shall forthwith be physically amended to make such insertion or correction.

53. NON-DISCRIMINATION

Pursuant to the provisions of Labor Code § 1735, Contractor and its subcontractor's shall not unlawfully discriminate in the employment of persons on this System because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex.

54. LIEN RELEASES

A. If a lien or stop notice of any nature should at any time be filed against any of the Systems, the Sites or any District property, or both of them, by an entity which has supplied material or services at the request of Contractor or subcontractor or supplier to Contractor, Contractor shall promptly, on demand by District and at Contractor's own expense, take any and all action necessary to cause any such lien or stop notice to be released or discharged immediately therefrom, or secure and file a security bond covering one hundred twenty-five percent (125%) of the amount of such lien or stop notice.

B. If Contractor fails to furnish satisfactory evidence to the District within ten (10) calendar days after demand by the District that a lien or stop notice has been so released, discharged, or secured, then District may discharge such indebtedness and deduct the amount required therefor, together with any and all losses, costs, damages, attorney's fees, and expenses incurred or suffered by District from any sum payable to Contractor.

C. Contractor shall, at its own cost, defend, indemnify, and hold harmless the District, its officers, agents, employees, assigns, and successors in interest, from and against any and all liability, damages, losses, claims, demands, actions, causes of action, and costs including attorney's fees and expenses, arising from or attributable to a lien or stop notice filed and/or severed in connection with the System.

D. Notwithstanding anything to the contrary contained herein, Contractor's obligations under this Article 54 shall not apply to the extent a lien or stop notice relates to work performed for which Contractor has not received payment from District in default of District's payment obligations under this Agreement during the period that such default persists. Withholding and/or retention of funds by District pursuant to the terms of this Agreement or statutory authority shall not be a default.

55. LABOR/EMPLOYMENT SAFETY

Contractor shall maintain emergency first aid treatment for its employees which complies with the Federal Occupational Safety and Health Act of 1970 (29 USC, § 651, et seq.) and all applicable CAL-OSHA Regulations and Construction Safety Orders. In addition, Contractor shall be solely responsible in every respect for adherence to and implementation of all construction site safety measures necessary and appropriate according to prevailing industry practices.

56. NOTICE OF TAXABLE POSSESSORY INTEREST

The terms of this document may result in the creation of a possessory interest. If such a possessory interest is vested in a private party to this document, the private party may be subjected to the payment of personal property taxes levied on such interest.

57. COMPLIANCE WITH STATE STORM WATER PERMIT FOR CONSTRUCTION

A. Contractor shall comply with all conditions of the State Water Resources Control Board (“SWRCB”) and the National Pollutant Discharge Elimination System (NPDES) program requirements and all permits related thereto (“Permits”) for all construction activity which results in the disturbance of in excess of one (1) acre of total land area or which is part of a larger common area of development or sale. District shall be responsible for filing the Notice of Intent and for obtaining the Permits. A copy of the Permits and supporting rules and orders by the State Water Board shall be kept on file with the District. District shall provide the permitted Storm Water Pollution Prevention Program (“SWPPP”) for the System to Contractor. It shall be Contractor’s responsibility to evaluate the cost of compliance with the SWPPP prior to entering into the Contract for the System and providing the Stipulated Sum. Contractor shall comply with all requirements of the SWRCB. Contractor shall include all costs of compliance with specified requirements in the contract amount.

B. Contractor shall be responsible for implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, monitoring, and reporting requirements as required by Permit. Contractor shall provide copies of all reports and monitoring information to District and appropriate regulatory agencies.

C. Contractor shall comply with the lawful requirements of any applicable municipality, the County, drainage district, and other local agencies regarding discharges of storm water to separate storm drain system or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

D. Failure to comply with the Permit is a violation of federal and state law. Contractor hereby agrees to indemnify and hold harmless District, its officers, agents, and employees from and against any and all claims, demands, losses, or liabilities of any kind or nature which District, its officers, agents, and employees may sustain or incur for noncompliance with the Permit arising out of or in connection with the System, except for liability resulting from the negligence or willful misconduct of District, its officers, agents, or employees. District may seek damages from Contractor for delay in completing the contract in accordance herewith, including damage caused by Contractor’s failure to comply with Permit requirements.

58. COMPLIANCE WITH DTSC GUIDELINES - IMPORTED SOILS

If the System requires the use of imported soils, Contractor shall be responsible to use and shall certify that the imported material it uses is free of any hazardous and/or toxic substance or material of any nature or type as defined in accordance with California Law and the California Health and Safety Code. The District reserves the right to reject any imported material that has come from agricultural or commercial land issues. Contractor must notify the District of the

source of material and comply with all local applicable regulations, and when applicable, with the guidelines of the Department of Toxic Substances Control (“DTSC”).

59. NO ASBESTOS

A. Contractor shall execute and submit a Certificate Regarding Non-asbestos Containing Materials.

B. Should asbestos containing materials be installed by Contractor in violation of this certification, or if removal of asbestos containing materials is part of the System, decontaminations and removals will be performed in accordance with the requirements of all applicable laws, regulations, ordinances and codes and will meet the following criteria:

a. Decontamination and removal of work found to contain asbestos or work installed with asbestos containing equipment shall be done only under the supervision of a qualified consultant, knowledgeable in the field of asbestos abatement, and accredited by the Environmental Protection Agency (“EPA”).

b. The asbestos removal Contractor shall be an EPA accredited Contractor qualified in the removal of asbestos and shall be chosen and approved by the asbestos consultant who shall have sole discretion and final determination in this matter.

c. The asbestos consultant shall be chosen and approved by the District which shall have sole discretion and final determination in this matter.

d. The work will not be accepted until asbestos contamination is reduced to levels deemed acceptable by the asbestos consultant.

C. If removal of asbestos containing materials is part of the System, the costs of all asbestos removal, including but not necessarily limited to, the cost of the asbestos removal sustained by Contractor, the costs of the asbestos consultant, analytical and laboratory fees, time delays, and additional costs that may be incurred by the District shall be borne entirely by Contractor.

D. Hold Harmless. Interface of work for the System with work containing asbestos shall be executed by Contractor at his/her risk and at his/her discretion with full knowledge of the currently accepted standards, hazards, risks, and liabilities associated with asbestos work and asbestos containing products. By execution of the Agreement, Contractor acknowledges the above and agrees to the fullest extent permitted by law to hold harmless the District, its Governing Board, employees, agents, representatives, including its assigns, for all asbestos liability which may be associated with this work. Contractor further agrees to instruct its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

60. CREDITS AND REBATES INURING TO THE DISTRICT

All Renewable Energy Credits, California Air Resources Board Credits, all Feed-in Tariffs, and all other credits, rebates, and subsidies in any way related to the System issued by any public entity as well as those issued by any utility, energy production, energy distribution, and/or

energy service entity, public or private, profit or non-profit, shall inure to the benefit of and be the sole and exclusive property of the District. Any such credits, rebates, and/or subsidies which may accrue to the Contractor in relation to the System shall be assigned at no cost to the District immediately upon receipt or realization, whichever occurs earlier, by the Contractor. Contractor hereby waives any and all right and claim of right to any such credits, rebates, and/or subsidies.

The parties, through their authorized representatives, have executed this Construction Agreement as of _____, 2011.

SAN BERNARDINO COMMUNITY COLLEGE
DISTRICT

By: _____
_____, Chancellor

ROSENDIN ELECTRIC, INC.

By: _____
_____, President

Approved as to form:

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

By: _____
Bryce Chastain
Legal Counsel for San Bernardino Community College District

ATTACHMENT 4

ACCEPTANCE TESTING SERVICES

Contractor shall provide Acceptance Testing Services as required by, and in conformance with Article 4, Section L, and Article 19, Section E, of the Construction Provisions, as follows.

Definitions

- **NIP:** Normal Incidence Pyrheliometer
- **DNI:** Direct Normal Irradiance
- **SEEDS:** SunEdison Energy and Environmental Data System. SunEdison's data monitoring system that may be installed at the tracker's site.
- **Tracker System, Array, Power Pull box , Tracker Control Unit:** See figure below
- **Tracker:** Refers to the electro-mechanical subset of a tracker system (i.e. Tracker System minus the Array, the Tracker control System and the Pull-box)

Procedure

Test Equipment

The following test equipment is required.

Tools/Equipment	Approved models	Special considerations
Access to on-site solar resource instrument	Eppley NIP Kipp & Zonen CHP1 SunEdison SEEDS with Weather Station	Must be able to provide DNI value at the time of array voltage and current measurements below. Sampling period: 15 min or better.
Air temperature thermometer	Standalone thermometer SunEdison SEEDS or other on-site Weather Station	Temperature range includes: 5°C-40°C (41°F-104°F) Accuracy: 5% or better Resolution: 2°C (4°F) or better. Thermometer must be in the shade or have a solar shield. Sampling period: 15 min or better
Inverter display		Inverter must have readout which

		displays AC power, current, voltage and Cos cp (all phases combined)
Site Energy meter	ION 6200 ION 8600 Any meter from the CSI approved meter list.	Must be utility grade meter, Class 0.5 accuracy or better.

Monitoring equipment readiness

On-site weather monitoring equipment is required for air temperature and irradiance measurement.

- Verify that this equipment (see test equipment table above) is operational and able to record DNI and air temperature measurements during the entire duration of this acceptance test.

Measurement Conditions

Before conducting the actual AC performance measurements, verify that the pre-test conditions below, regarding the state of all the Tracker Systems and the environmental factors are met.

State of System Under Test (SUT)

The System Under Test consists of all the tracker systems installed at the site, their connections to the inverter(s), the inverter(s), the inverter integrated transformer(s) (if any), any transformer and switchgear between the point of common inverter connection and the site's energy meter.

Verify that all the following conditions are true:

- All tracker systems on the field have successfully completed commissioning and calibration and no modifications have been made to any of the trackers' settings and connection since then.

- All tracker systems which are part of the SUT are on-sun, connected to the inverter(s) and the field is connected to the load and generating AC electricity.

- If one of the tracker systems has known issues, the acceptance test should be postponed until the issues are resolved.

- All trackers are powered-on and in Automatic mode.

- None of the trackers must have been in wind-stow within the previous 5 minutes

- No object is shading any of the arrays, nor will produce shade for at least 30 minutes. This includes shading from other systems.

- All arrays which are part of the SUT are clean.

State of Environment

Verify that all the following environmental conditions are true at the start and during the procedure:

- There are no clouds within 30 degrees of the sun:

- Holding a sheet of paper at arm's length, no clouds should be present within -three width of the paper to the sun

- There is no smoke, haze, dust or high cloud that can cause rapid changes in DNI.

- Solar elevation is greater than 17.7 degrees:

- Holding a sheet of paper at arm's length, with the bottom of the sheet aligned with the horizon, the solar elevation should be greater than the angle from the horizon to the top of the sheet.

- Ambient temperature greater than 5C, and less than 40C

- Check the average temperature reported by the on-site weather station, or the standalone thermometer within the last 15-minutes

- DNI is greater than 750 W/m² and less than 950 W/m²

- Check the Direct Normal Irradiance reported by the on-site NIP, or SEEDs weather station.

- DNI variation is less than 5% over the measurement period.

Procedure

- Record power reported by the site's energy meter

Enter recorded values in the attached checklist:

a. Record time of measurement

b. Active power (all phases combined)

c. Power Factor (i.e. Cos (p) or reactive power (all phases combined)

- Repeat steps "a" through "c" three times with 5 minutes interval between sets

Note: If 1-minute remote monitoring is available, the energy meter data recorded by the monitoring system can be substituted for the manual reading of the meter.

- Read DNI at the time of power measurements, as reported by the on-site NIP or SEEDS weather station.
 - Enter the DNI value in the "**Irradiance value at time of Power reading**" section of the attached checklist.
- Complete the calculation and assessment sections of the attached checklist

Reporting

Contractor shall maintain one copy of the completed site AC Performance Acceptance Test checklist, on the attached forms, below, ("Checklist") in the site-specific manual.

Within forty-eight (48) hours of completion of the Acceptance Testing protocols, Contractor shall deliver to District three (3) copies of the completed Checklist.

Within forty-eight (48) hours of completion of the Acceptance Testing protocols, Contractor shall deliver to the QA department at SolFocus one copy of the completed Checklist.

The parties, through their authorized representatives, have executed these Acceptance Testing Services as of _____, 2011.

SAN BERNARDINO COMMUNITY COLLEGE
DISTRICT

By: _____,
_____, Chancellor

ROSENDIN ELECTRIC, INC.

By:  _____,
Jon Woodworth, President
VP, Southern California

Approved as to form:

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

By: _____

Bryce Chastain, Legal Counsel for
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

ATTACHMENT 5

MAINTENANCE, OPERATION AND MONITORING PROVISIONS

1. Services

Contractor shall perform, or cause to be performed, the System maintenance services described in these Maintenance, Operation and Monitoring Provisions on behalf of and for the benefit of the District in accordance with the terms and conditions set forth in the Agreement, for a period of five (5) years commencing from the date of final completion and acceptance of the System by the District.

The following services shall be provided by Contractor, along with all materials, including replacement materials, reasonably necessary to fully accomplish each task listed herein. Contractor shall furnish all of the all tools and equipment reasonably necessary to fully accomplish each task listed herein, which shall remain the sole and exclusive property of Contractor or its employees or subcontractors.

2. Maintenance and Operations

A. General Recurring Maintenance

Activity	# per Year
Panel Cleaning	4.00
Visual Mechanical Inspections	1.00
Lubrication of Azimuth Motor and Gears	1/6.25
Lubrication of Elevation Motor and Gears	1/3.00
Replacement of Motor Brushes	1/6.25
Replacement of All Lubricants	1/12.50

B. CPV Module Maintenance

Task Description	Frequency
Thermograph representative samples of the modules.	Monthly
Detailed inspection of modules and module connections. Including visual inspection of loose electrical connections, ground connections, module supports, and wire supports.	Monthly

Maintain all flash test records and historical measurements in a template to be approved by customer.	Ongoing
I-V curve traces on 25% of strings. Strings shall be of different inverters and shall not be the same strings in any consecutive three (3) years.	Annual
Wash all panels with water filtered to 50 µm with no chemicals in a method approved by the Customer.	Continuous
Perform the following for a representative sample of the modules: <ul style="list-style-type: none"> • Infrared scan for two types of circuitry connections: cells on the front and junction boxes on the back • String level Voc. 	Monthly

C. Instrumentation Equipment Maintenance

Task Description	Frequency
Maintain meters, meteorological station, sensors, reference cells per manufacturer's manuals.	Annual
Record and photograph meter readings with time and date stamp.	Monthly
Calibration of all MET Station components per Plan's instructions.	Annual
Test meter battery backup and communications.	Annual
Exchange meters with Customer's spares for calibration per manufacturer's instructions. Report serial numbers of exchanged units.	Annual
Clean soiling test facility module.	Weekly
Clean meteorological station, including pyrometers and reference cells with water filtered to 50 µm with no chemicals.	Weekly
Download data from soiling test station.	Monthly
Follow and execute on Manufacturer specified requirements for routine maintenance.	Ongoing

D. Inverter Maintenance

Task Description	Frequency
Power and efficiency curve trace of inverter.	Annual
Inverter preventative maintenance for all inverters per manufacturer's operating guidelines.	Per Manufacturer
Inspect all protective elements of the System.	Monthly
Inspect any components of the inverter that have deteriorated during the Term.	Ongoing
Inverter event: contractor repairs inverter under the validity of this contract. Issue is resolved when the inverter is available.	Upon Occurrence

E. Tracker Maintenance

Task Description	Frequency
Inspect all associated electronic/PLC/instrumentation/control components of the tracking system.	Monthly
Maintain software package for PLC.	As required
Inspection of all components of the support structure for fatigue and corrosion.	Ongoing
Perform routine and preventative maintenance per manufacturer's "District Manual" for all tracker motors and all gear housings.	Per Manufacturer
Record motor amperage for a 24 hr period on a representative sample of motors.	Monthly

F. Site General Maintenance

Task Description	Frequency
Collect and dispose of any onsite waste.	Ongoing
Maintain onsite sanitation facilities.	Ongoing

Inspect fire extinguishers.	Annual
Vegetation mitigation within the fenced area: maintain weeds, grasses and ground cover to prevent shading and risk of fire.	Ongoing
Clear debris within the fenced area.	Ongoing
Visual inspection of general site conditions, PV arrays, electrical equipment, mounting structure, fence, shading, trackers, vegetation, animal damage, erosion, standing water, corrosion, and discolored panels.	Ongoing
Inspect all foundations for spalling, cracks, and premature failure.	Ongoing
Collect and dispose of any onsite waste.	Ongoing

G. Medium Voltage, Substation, and Other Balance of System

Task Description	Frequency
Inspection of substation transformers per manufacturer recommendations.	Per Manufacturer
Inspection of all substation bus components.	Semi-annually
Inspect all substation relays and interrupters.	Per Manufacturer
Inspect all connections/terminations of electrical components including distribution transformers, switchgear/switchboards, combiners, junction boxes, terminations, and interrupters.	Semi-annually
Thermal scan of electrical components including distribution transformers, switchgear/switchboards, combiners, junction boxes, terminations, and interrupters.	Annual
Check all fasteners, wireways/gutter/conduit, wiring harnesses, circuit protection, and wiring connections.	Semi-annually
Test switches and disconnects to ensure they are not jammed.	Annual
Follow and execute on Manufacturer specified requirements for routine maintenance.	Ongoing
Inspect the functioning of all controls, indicator lamps, and alarms.	Semi-annual

3. Monitoring

Monitoring of the System will be provided through the SunEdison™ Renewable Operation Center (ROC) and monitoring staff, which will provide the following services on an ongoing basis:

Technician reviews energy output daily

Alarms generated by monitoring system heuristics, based on:

Insufficient energy production (low overall Operating Efficiency)

Inverter faults

Imbalanced inverter outputs

System outage

Performance degradation

Communication error

Alarms trigger emails to monitoring technician and O&M

Contractor shall make available, or cause to be made available through the SunEdison™ Renewable Operation Center (ROC), both the foregoing and the following data on System performance, promptly upon request by District:

Inverter generated input and output data

1-minute data for system diagnostics when needed

Availability to communicate with tracker controllers

4. Online Access to Monitoring Data

Contractor shall provide, or cause to be provided through the SunEdison™ Renewable Operation Center (ROC), near real-time access to System electrical energy production and site weather information via a password-protected web-based Customer Portal.

5. Access

District shall provide Contractor full and complete access to the System during regular business hours, and outside normal business hours when reasonably requested by Contractor for the purpose of fulfilling its obligations hereunder, but only upon request to the District not less than 24 hours prior to the time access is required. District shall not unreasonably deny such request.

Contractor shall take all necessary and reasonable safety precautions with respect to providing the services hereunder, and shall comply with all applicable laws pertaining to the health and safety of persons and real and personal property.

6. Personnel Standards

Contractor's employees shall be qualified (and if required by applicable law, licensed, certified or registered) and experienced in the functions to which they are assigned and shall meet the requirements of all permits, all applicable laws and the then-current System maintenance manuals.

Contractor shall institute policies to forbid and prevent the possession of firearms, alcohol and illegal drugs at the premises. Contractor shall institute policies that require post-accident and for-cause drug or alcohol testing. Contractor will comply with OSHA and all applicable site safety procedures as attached hereto.

7. Maintenance Data and Records

Contractor shall prepare and maintain all reports and other information relating to the System maintenance (the "System Maintenance Reports") and make such System Maintenance Reports available to District (i) within ten (10) business days following performance of any Services under this Agreement and (ii) upon reasonable request at any time by District, within ten (10) business days following such request. Contractor shall make the System Maintenance Reports available to District in hard copy and electronic formats.

8. Cumulative Obligations

The services to be rendered by Contractor hereunder are cumulative with, and do not replace or diminish any other obligation of Contractor under the Agreement, including without limitation every warranty and indemnity obligation of Contractor.

9. Exclusions

The Services shall not include, and Contractor shall not be responsible for, any operations, maintenance, repair or other services beyond the Services set forth herein (such non-covered services referred to hereinafter as ("Non-Covered Services")). Any studies or other services required by District to review options to optimize System performance will be provided as Non-Covered Services.

The performance of any Non-Covered Services by Contractor shall require written request from District specifying the Non-Covered Services to be performed by Contractor and the agreed terms of payment therefor. Notwithstanding the foregoing, if (i) the costs of Non-Covered Services to be performed by Contractor do not exceed \$1,000.00 in any single instance, or (ii) the Non-Covered Services are provided by Contractor on an emergency basis to prevent imminent danger of injury, loss, or damage (exceeding \$1,000.00), Contractor shall attempt to notify District via telephone prior to the performance of any Non-Covered Services and shall be authorized to proceed with the performance of such Non-Covered Services upon receiving verbal approval from District. Should Contractor be unable to contact District prior to providing any

Non-Covered Services on an emergency basis, Contractor shall be authorized to perform such emergency Non-Covered Services without prior approval from the District and shall immediately thereafter in writing specify the nature of the emergency and the Non-Covered Services provided.

Contractor shall perform any Non-Covered Services only to the extent Contractor is capable of, and licensed to, provide such Non-Covered Services and in accordance with the provisions of the Agreement.

The parties, through their authorized representatives, have executed these Maintenance, Operation and Monitoring Provisions as of _____, 2011.

SAN BERNARDINO COMMUNITY COLLEGE
DISTRICT

By: _____,
_____, Chancellor

ROSENDIN ELECTRIC, INC.

By:  _____,
Jon Woodworth, President
VP, Southern California

Approved as to form:

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

By: _____

Bryce Chastain, Legal Counsel for
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

ATTACHMENT 6

Page 1 of 2

POLICY NUMBER: VTC2JCO9495A643

CG D2 46 08 05

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**BLANKET ADDITIONAL INSURED
(CONTRACTORS)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. WHO IS AN INSURED – (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:
 - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
 - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
 - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - ii. Supervisory, inspection, architectural or engineering activities.
 - c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
4. As a condition of coverage provided to the additional insured by this endorsement:
 - a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
 - i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and

- iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
 - b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:
 - i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
 - c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
 - d) The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3, above.
5. The following definition is added to SECTION V. - DEFINITIONS:
- "Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:
- a. After the signing and execution of the contract or agreement by you;
 - b. While that part of the contract or agreement is in effect; and
 - c. Before the end of the policy period.



CONFIDENTIAL
INFORMATION

VIA ELECTRONIC MAIL

November 21, 2011

David S. Lincoln
Division Manager of Solar Operations
Rosendin Electric, Inc.
5572 Fresca Drive
La Palma, CA 90623

Re: Crafton Hills Community College Solar Project

Dear David:

We understand that Rosendin Electric, Inc. ("Rosendin") is in the process of completing a definitive agreement (the "EPC Agreement") with the San Bernardino Community College District (the "District") for supply and construction of a solar power generation project at Crafton Hills Community College (the "Project") utilizing concentrated photovoltaic systems supplied by SolFocus, Inc. ("SolFocus"). Following completion of the EPC Agreement, SolFocus and Rosendin shall then enter into a definitive agreement for the sale and supply of SolFocus CPV systems (the "Supply Agreement") for the Project based on the pricing that has been provided by SolFocus to Rosendin.

We further understand that the parties have discussed the antidumping and countervailing duties cases recently filed by certain U.S. solar industry groups against imports of solar cells and modules from China (the "Antidumping Cases"). SolFocus is monitoring the Antidumping Cases carefully; we understand that the Antidumping Cases, or a preliminary or final determination or order by the United States Commerce Department, International Trade Commission or other governmental agency, could result in the assessment of new duties, fines, penalties or other remedies against SolFocus and other importers and manufacturers of solar cells and modules manufactured in China (collectively, "New Assessments"). In order to provide Rosendin and the District with assurances related to any such New Assessments, SolFocus agrees that, pursuant to the terms of the definitive Supply Agreement, to the extent any New Assessments are imposed on SolFocus, SolFocus shall have no right to pass through or charge such New Assessments to Rosendin or the District or otherwise adjust the fixed price for the SolFocus CPV systems previously provided by SolFocus to Rosendin and which will be set forth in the Supply Agreement to cover any New Assessment.

Further, to the fullest extent permitted by law, SolFocus shall defend, indemnify and hold harmless Rosendin and its parent, subsidiary or affiliated companies, the District as well as any person or entity that acquires the project in which such goods are installed (collectively referred to as the "Purchaser Parties") from and against all liabilities, debts, causes of action, direct damages, losses, claims, demands, actions, duties, fines, penalties, surcharges, and expenses of any nature whatsoever (including, but not limited to, attorneys' and expert witness fees and costs incurred at trial or on appeal) to the extent caused by (whether directly or indirectly) any preliminary or final determination or order by the United States Commerce Department, International Trade Commission or other government agency resulting in anti-dumping, countervailing duty or other remedies, penalties, duties or fines being assessed against

Rosendin Electric, Inc.

Nov. 21, 2011

Page 2 of 2

the Purchaser Parties in connection with its importing or purchase of the goods provided pursuant to the Supply Agreement.

These promises and representations by SolFocus shall be stated in the Supply Agreement or incorporated by reference.

Please contact me if you have any further questions regarding this matter.

Very truly yours,

A handwritten signature in cursive script that reads "Bob Legendre". The signature is written in black ink and is positioned above the printed name.

Bob Legendre

SolFocus, Inc.

President and COO

CONFIDENTIAL INFORMATION

SOLFOCUS, INC.

**Minimum Output Performance Guarantee
for
The San Bernadino Community College District**

RECITALS

A. Rosendin Electric, Inc. (the "EPC") intends to enter into a definitive agreement with the San Bernadino Community College District (the "College District") to construct a 1.3 MW DC solar power generation project for the College District (the "Project") utilizing concentrated photovoltaic systems supplied by SolFocus, Inc. ("SolFocus"). The Project will be constructed at a site adjacent to Crafton Hills Community College (the "Project Site").

B. The EPC intends to enter into a definitive agreement with SolFocus to purchase one hundred forty (140) SolFocus SF-1100S-CPV-28 (330) systems (each, a "CPV System") for installation at the Project Site. The CPV Systems installed at the Project Site shall cumulatively be referred to in this Guarantee as the "Project System."

C. In accordance with the Project proposal, the College District requires that Systems be supported by minimum output performance guarantee. SolFocus has agreed to deliver the performance guarantee set forth below (the "Guarantee") to the EPC and grant the EPC the right to pass through the Guarantee to the College District as set forth herein.

PERFORMANCE GUARANTEE

1. Transfer of Guarantee. This Guarantee has been delivered to the EPC solely for the benefit of the College District. SolFocus hereby grants to the EPC the right to assign and transfer to the College District, in its entirety, all of the rights, benefits and remedies set forth in this Guarantee by providing written notice of such assignment to SolFocus and the College District. Upon delivery of such written notice, SolFocus shall assume all duties and obligations to the College District under the Guarantee and be responsible for remedies and liabilities related thereto. This Guarantee shall be effective as set forth in Section 2 below.

2. Performance Guarantee Term. The term of this Guarantee shall begin on the date each of all of the following has finally occurred (the "Commencement Date"): (i) the construction of the Project has been completed; (ii) each CPV System has been fully commissioned and calibrated; (iii) the inverters tied to the Project System have been fully commissioned; (iv) the Project System has been connected to intended electrical service entrance; (v) the monitoring equipment and systems have been installed and are fully operational; and (vi) all right, title and

interest in the Project assets have been transferred to the College District. The term of the Guarantee shall conclude five (5) years after the Commencement Date (the "Guarantee Term").

3. Guarantee Measurements and Calculations. The measurements and calculations for the Guarantee shall be based on the SolFocus AC Performance Calculation Methodology (DOC-000759), including any limitations and conditions therein, attached to the Guarantee as Attachment 1 (the "Methodology"). Any capitalized terms and phrases not defined herein shall have the meaning set forth in the Methodology. Following each twelve (12) month period during the Guarantee Term (each an "Operational Year"), SolFocus will review the Project System data provided by the College District to calculate the Guaranteed Minimum Energy Production, all as described in the Methodology. If the Actual Cumulative Energy Produced during the applicable Operational Year does not meet or exceed the Guaranteed Minimum Energy Production, then SolFocus will use commercially reasonable efforts to increase the output in order to meet the Guaranteed Minimum Energy Production. At the end of the Guarantee Term, if the cumulative energy produced over the five (5) year period did not meet or exceed the Guaranteed Minimum Energy Production, then the College District shall be entitled to the remedies set forth in Section 3(b) of this Guarantee.

a. Determining the Performance Guarantee. The values set forth below shall be used to complete the calculations described in the Methodology in order to determine if the Guarantee has been satisfied. The Methodology defines the measurement of the "Actual Cumulative Energy Produced" (Ec) and the calculation of the "Guaranteed Minimum Energy Production" (EGMin).

- i. Guarantee Term is five (5) years;
- ii. Expected Solar Resource is 6.57 (kW·h/m²·day) as determined from the National Renewable Energy Lab's Solar Prospector solar resource tool (the "ENRL DNI");
- iii. Expected Energy Production for each year:

Year	Expected Energy Generation [MWh]	Cumulative Energy Generation [MWh]
1	2,956	2,956
2	2,942	5,898
3	2,927	8,825
4	2,912	11,737
5	2,898	14,635

- iv. The Percentage Guarantee, as used in the Methodology, is ninety percent (90%).

b. Performance Guarantee Remedies. On an annual basis, SolFocus will determine whether the Actual Cumulative Energy Produced falls below the Guaranteed Minimum Energy Production. If the Actual Cumulative Energy Produced falls below the Guaranteed Minimum Energy Production, SolFocus will use commercially reasonable efforts to restore the Actual Cumulative Energy Produced to a level equal to or greater than the Guaranteed Minimum Energy Production through repairing, modifying, replacing or supplementing the CPV Systems. At the end of the five (5) year Guarantee Term, if the Actual Cumulative Energy Produced is less than the Guaranteed Minimum Energy Production, then the College District will be entitled to receive an amount equal to the Energy Deficit (as defined in the Methodology) multiplied by the average cost per kWh calculated as the average price per kWh between the hours of 8:00 a.m. and 6.00 p.m. under the Southern California Edison rate schedule(s) applicable to the College District during the Guarantee Term. The compensation shall be paid by SolFocus as liquidated damages and not as a penalty. In the event the Project System fails to meet the performance guarantee standards as set forth above, then the College District's sole and exclusive remedy and the SolFocus' sole and exclusive obligation for any failure to satisfy this Guarantee is the payment of the compensation described above.

4. Obligations of the College District. SolFocus requires that the College District provide SolFocus in a timely manner with the performance data and information specified in the Methodology. The College District, as owner of the Project System, shall be required to comply with the requirements, obligations and conditions applicable to the College District as set forth in the Methodology.

5. Exclusions and Limitations. The Guarantee and remedies shall not apply (i) during any period in which the College District has not operated or maintained any CPV System in accordance with the applicable documentation and manuals provided by SolFocus; (ii) to any use of the CPV Systems other than the intended use; (iii) to the extent that the CPV Systems have been modified or changed by anyone other than SolFocus or as authorized by SolFocus in writing; (iv) to the extent the CPV Systems have been repaired, serviced or maintained by anyone other than a SolFocus authorized technician or service provider; (v) to any physical damage to the CPV Systems caused by any third party not within the control of SolFocus; (vi) to any damage or degradation in performance caused by any third party equipment or device not provided by SolFocus; (vii) any event in which SolFocus is delayed in or prevented from performing or carrying out its obligations under this Guarantee caused by any Force Majeure event (defined below); and (viii) and any damage or degradation in performance in the CPV Systems or Systems caused by any Force Majeure event.

As used herein, the term "Force Majeure" shall include any cause beyond the reasonable control of and without the fault of SolFocus including without limitation (1) theft, vandalism, sabotage, riots or civil disturbances, (2) acts of God, (3) acts of the public enemy, (4) terrorist acts affecting the Site, (5) the College District-induced nonscheduled interruption in the energy output at the System, (6) volcanic eruptions, earthquake, hurricane, flood, ice storms, explosion, fire, lightning, power surge (not resulting from any fault or negligence of SolFocus), landslide or similarly cataclysmic occurrence, (7) insect or animal damage, (8) requirement by the applicable power utility provider that the Project System discontinue operation for any reason, (9) appropriation or diversion of electricity by sale or order of any governmental authority having jurisdiction thereof, (10) any phenomenon, natural or otherwise, that disrupts, reduces, interrupts, or otherwise limits the solar insolation of the CPV Systems at the Project Site, or (11) any other action by any governmental authority which prevents or prohibits SolFocus from carrying out its obligations under this Guarantee (including without limitation an unstayed order of a court or administrative agency having the effect of subjecting the sales of energy output to federal or state regulation of prices and/or services, or elimination or alteration of one or more tax or other governmental financial incentives or other change in law that results in a material adverse economic impact on SolFocus). Economic hardship of SolFocus shall not constitute a Force Majeure Event under this Guarantee.

6. Exclusive Remedies and Warranties. Except for the Limited Equipment Warranty provided by SolFocus, this Guarantee sets forth the sole and exclusive remedy for all claims based on failure of or defect in the CPV Systems. NO IMPLIED OR STATUTORY WARRANTIES SHALL APPLY, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NONINFRINGEMENT OF THIRD PARTY RIGHTS SHALL APPLY.

7. Limitation on Liability. THE TOTAL AGGREGATE LIABILITY OF SOLFOCUS, ON ALL CLAIMS OF ANY KIND, WHETHER IN CONTRACT, WARRANTY, INDEMNITY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT FORESEEABLE, ARISING OUT OF THE FAILURE TO PERFORM OR BREACH OF THIS GUARANTEE SHALL NOT EXCEED TWO MILLION DOLLARS (\$2,000,000.00). IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, INDEMNITY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT FORESEEABLE, SHALL SOLFOCUS (OR ITS SUBCONTRACTORS OR SUPPLIERS) BE LIABLE FOR LOSS OF PROFIT OR REVENUES OF THE COLLEGE DISTRICT, LOSS OF USE OF THE CPV SYSTEMS OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, FACILITIES, SERVICES OR REPLACEMENT POWER, DOWNTIME COSTS, FINES OR PENALTIES CHARGED TO THE COLLEGE DISTRICT FOR FAILURE TO MEET PERMITS, OR FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR EXEMPLARY DAMAGES.

Attachment "A"



7777 North Loop
Houston, TX 77061
713.861.1111
713.861.0000
AHEAD OF THE CURRENT™
www.rosendin.com

October 28, 2011

San Bernardino Community College District
114 South Del Rosa Drive
San Bernardino, CA 92408-0108
Attention: Gary D. Weinstein

Re: **Crafton Hills College 1.3MW-DC Scenario – Best and Final**

We are pleased to offer our Pricing Proposal for the installation of SolFocus concentrated photovoltaic system at Crafton Hills College. This price is for a 1.3MW-DC system.

I. SCOPE OF WORK

A. ITEMS INCLUDED IN PROPOSAL:

1. Furnish and Install the following Photovoltaic equipment:
 - 140 Engineered Steel Foundations.
 - DC Disconnects and Fuses (as required)
 - AC Disconnects and Fuses (as required)
 - Revenue grade metering (enclosure).
 - Medium voltage switchgear
 - Medium voltage transformers.
2. Install the following:
 - 140 SolFocus Dual-Axis Tracking Assemblies and panels.
 - (2) 500kW PV Inverters and (1) 250kW Inverter.
3. Direct burial of aluminum conductors inside of the array field utilizing conduit pathways when connecting to assemblies or equipment above finished grade.
4. Intercept of existing medium voltage conduit in the array area, and installation of medium voltage cabling through existing conduit to a medium voltage disconnect in the main electric room.
5. Distance from medium voltage disconnect mentioned in item 4 above to final utility tie in is estimated at 30 feet.
6. Trenching/Boring w/aluminum conductors in conduit outside of the array field.

7. System Engineering
8. Structural foundation engineering.
9. Site fencing.
10. Utility tie-in coordination.
11. Commissioning & Testing.

B. GENERAL CLARIFICATIONS AND QUALIFICATIONS:

1. Proposal is based on code approved conduit and wiring methods
2. Wiring from CPV panels to Combiners utilizes USE cable, not in conduit.
3. Aluminum Conductors are to be used for both DC collection and AC distribution.
4. All labor is based on straight time Monday thru Friday (no holidays).
5. Grounding as required by NEC.
6. Price reflects current COMEX pricing. Fluctuations in this index may result in a price increase.

C. VARIABLE ITEMS EXCLUDED IN THE PROPOSAL TO BE OWNER AUTHORIZED EXPENSES AND/OR REIMBURSABLE:

1. Performance and payment bonds (If required add 0.7%).
2. Plan Check fees.
3. Site Surveying.
4. Site grading.
5. Tree removal.
6. Utility permits and fees.
7. Yucaipa city fees
8. Solfocus DAS
9. Clearing and grubbing of the array field.
10. Installation of aggregate base in/around Array field/yard.
11. Civil work or road construction.
12. Premium time except for tie in.
13. Parking fees.
14. Hazardous material abatement and/or removal of any kind.
15. Rehabilitation or repair of existing electrical infrastructure including meter and/or switchboard upgrades.
16. The fees associated with the utility shut down for the tie in procedure.
17. Environmental impact studies
18. On-site security.
19. Field painting - equipment and conduit painting, etc.
20. Operation and Maintenance Services.

21. Demolition and replacement of irrigation lines.

Price for the above revised scope for 1.3MW-DC:	\$1,966,272
Alternate #1- Purchase of the SolFocus system	\$3,860,211
Consisting of:	
140 SolFocus Dual-Axis Tracking Assemblies and panels.	
(2) 500kW PV Inverters and (1) 250kW Inverter.	
Alternate #2 - Removal of 118 trees	\$ 67,018
Alternate #3 - Civil work per bridging documents consisting of:	
a. Over excavation & re-compaction of array areas	\$ NIC
b. 8" straw waffle for SWPPS management	\$ 49,949
c. Construction water costs for civil subcontractors scope of work only	\$ 18,339
d. Demo and install partial irrigation system	\$ 10,000 Allowance
e. PCC bases for school supplied fixtures	\$ 26,022
f. Fencing adds from base bid	\$ 93,233
g. Relocate 20 trees	\$ 19,206
h. Site grading	\$ 131,155
i. Balance of civil work not covered above	\$ 40,580
Total for Civil Work	\$ 388,484
Total	\$ 6,281,985
Total Best and Final Project Price	\$6,200,000

If you should have any questions concerning this proposal please do not hesitate in contacting the undersigned.

Sincerely,

David S. Lincoln

David S. Lincoln
Division Manager - Solar Operations

Crafton Hills College
Yucaipa, CA

Assumptions	\$/W	
Offsettable \$/kWh if Migrate to TOU 8-R	\$ 0.1400	per kWh
Utility Price Escalator	3.29%	per year
Operations and Maintenance	Included	for 5 years
Operations and Maintenance base price	\$ 45.00	per kW-year
Operations and Maintenance escalator	3.0%	per year
Renewable Energy Certificates value (\$/kWh)	\$ -	per kWh
Renewable Energy Certificates escalator	3.0%	per year
Performance Based Incentive from SCE (weighted avg)	\$ 0.1208	per kWh
Output (kWh)	2,932.6	kwh/kwp
Project Power DC	1,293.6	kwp

Operating Lease Pro Forma

Year	0	1	2	3	4	5	6	7	8	9	10	11	12	
Energy Output		2,956,000	2,935,308	2,914,761	2,894,358	2,874,097	2,853,978	2,834,000	2,814,162	2,794,463	2,774,902	2,755,478	2,736,189	
Electricity Offset Value	\$	413,840	424,463	435,359	446,535	457,997	469,754	481,812	494,180	506,865	519,877	533,222	546,909	
Utility Rebate (PBI)	\$	357,046	354,547	352,065	349,601	347,153	-	-	-	-	-	-	-	
Renewable Energy Certificates value	\$	-	-	-	-	-	-	-	-	-	-	-	-	
Total Revenue	\$	770,886	779,010	787,424	796,135	805,150	469,754	481,812	494,180	506,865	519,877	533,222	546,909	
Operations and Maintenance Payment							67,484	69,508	71,593	73,741	75,953	78,232	80,579	
Total Expense	\$	-	-	-	-	-	67,484	69,508	71,593	73,741	75,953	78,232	80,579	
Net Cash Flow (Annual Savings to Crafton Hills College)	\$	770,886	779,010	787,424	796,135	805,150	537,237	551,320	565,773	580,607	595,830	611,454	627,488	
Cumulative Discounted Cash Flow	\$	770,886	1,549,896	2,337,320	3,133,455	3,938,606	4,475,843	5,027,163	5,592,937	6,173,543	6,769,373	7,380,827	8,008,315	
Net Present Value at 0.0% cost of capital		\$17,832,835												
Total Turnkey Cost	\$ 6,200,000													
Cumulative Cash Flow	\$	(6,200,000)	(5,429,114)	(4,650,104)	(3,862,680)	(3,066,545)	(2,261,394)	(1,724,157)	(1,172,837)	(607,063)	(26,457)	569,373	1,180,827	1,808,315

Operating Lease Pro Forma

Year	13	14	15	16	17	18	19	20	21	22	23	24	25
Energy Output	2,717,036	2,698,017	2,679,131	2,660,377	2,641,754	2,623,262	2,604,899	2,586,665	2,568,558	2,550,578	2,532,724	2,514,995	2,497,390
Electricity Offset Value	\$ 560,948	\$ 575,348	\$ 590,117	\$ 605,265	\$ 620,802	\$ 636,737	\$ 653,082	\$ 669,847	\$ 687,042	\$ 704,678	\$ 722,767	\$ 741,320	\$ 760,349
Utility Rebate (PBI)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Renewable Energy Certificates value	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Revenue	\$ 560,948	\$ 575,348	\$ 590,117	\$ 605,265	\$ 620,802	\$ 636,737	\$ 653,082	\$ 669,847	\$ 687,042	\$ 704,678	\$ 722,767	\$ 741,320	\$ 760,349
Operations and Maintenance Payment	\$ 82,996	\$ 85,486	\$ 88,051	\$ 90,692	\$ 93,413	\$ 96,216	\$ 99,102	\$ 102,075	\$ 105,137	\$ 108,291	\$ 111,540	\$ 114,886	\$ 118,333
Total Expense	\$ 82,996	\$ 85,486	\$ 88,051	\$ 90,692	\$ 93,413	\$ 96,216	\$ 99,102	\$ 102,075	\$ 105,137	\$ 108,291	\$ 111,540	\$ 114,886	\$ 118,333
Net Cash Flow (Annual Savings to Crafton Hills College)	\$ 643,945	\$ 660,834	\$ 678,167	\$ 695,957	\$ 714,215	\$ 732,953	\$ 752,184	\$ 771,922	\$ 792,179	\$ 812,969	\$ 834,307	\$ 856,206	\$ 878,682
Cumulative Discounted Cash Flow	\$ 8,652,260	\$ 9,313,094	\$ 9,991,261	\$ 10,687,218	\$ 11,401,433	\$ 12,134,386	\$ 12,886,570	\$ 13,658,492	\$ 14,450,671	\$ 15,263,640	\$ 16,097,947	\$ 16,954,153	\$ 17,832,835
Cumulative Cash Flow	\$ 2,452,260	\$ 3,113,094	\$ 3,791,261	\$ 4,487,218	\$ 5,201,433	\$ 5,934,386	\$ 6,686,570	\$ 7,458,492	\$ 8,250,671	\$ 9,063,640	\$ 9,897,947	\$ 10,754,153	\$ 11,632,835

SolFocus Price Breakdown

	Total	\$/W	%
SolFocus Equipment Cost	\$ 3,234,000	\$ 2.50	
SolFocus Sales Tax	\$ 250,635	\$ 0.19	
Rosendin Turnkey Construction Bid (incl. taxes)	\$ 2,715,365	\$ 2.10	
Rosendin O&M Bid (incl. taxes)	\$ -	\$ -	
Total Cost to Customer	\$ 6,200,000		

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Bruce Baron, Chancellor
REVIEWED BY: Charlie Ng, Vice Chancellor, Fiscal Services
PREPARED BY: Diana Johnson, Bond Program Manager, Kitchell/BRj/Seville
DATE: December 08, 2011
SUBJECT: Consideration of Approval to Reduce Retention to 1%

RECOMMENDATION

It is recommended that the Board of Trustees approve the reduction of retention for the following contract to the amount shown below:

<u>Vendor</u>	<u>Project</u>	<u>% Completion</u>	<u>Retention Amount</u>
Shanks Electric	CHC/Central Plant/Data Relocation	99%	1%

OVERVIEW

This company is requesting a reduction of retention on their contract. In compliance with California Public Contract Code 9203, when 50% of the work on a contract has been completed, payments on the contract may be made in full for actual work completed.

ANALYSIS

The work for this contract is more than 50% complete, and is progressing satisfactorily; therefore, the suggested retention amount is sufficient.

BOARD IMPERATIVE

III. Resource Management for Efficiency, Effectiveness, and Excellence

FINANCIAL IMPLICATIONS

This board action will not impact the budget.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Bruce Baron, Interim Chancellor
REVIEWED BY: Charlie Ng, Interim Vice Chancellor, Fiscal Services
PREPARED BY: Charlie Ng, Interim Vice Chancellor, Fiscal Services
DATE: October 20, 2011
SUBJECT: Consideration of Approval of Amended Bylaws for the Citizens Bond Oversight Committee (CBOC)

RECOMMENDATION

It is recommended that the Board of Trustees approve the Amended Bylaws for the CBOC.

OVERVIEW

The Citizens Bond Oversight Committee has been established by the Board of Trustees of the San Bernardino Community College District in accordance with Prop 39. It is recommended at this time to amend the bylaws of the at committee to reflect a change in the date of the annual organizational meeting from July to November.

ANALYSIS

Approval of this recommendation will enable the CBOC to continue in an efficient and effective manner.

BOARD IMPERATIVE

III. Resource Management for Efficiency, Effectiveness, and Excellence.

FINANCIAL IMPLICATIONS

This board item carries no financial implications.

**CITIZENS' BOND OVERSIGHT COMMITTEE
AMENDED AND RESTATED BYLAWS**

Section 1. Committee Established. The San Bernardino Community College District (the "District") was successful at the election conducted on November 5, 2002 (the "Prop P Election"), in obtaining authorization from the District's voters to issue up to \$190,000,000 aggregate principal amount of the District's general obligation bonds. On February 5, 2008 the District was successful in obtaining authorization from the District's voters to issue up to \$500,000,000 aggregate principal amount of the District's general obligation bonds (the "Prop M Election"). The Prop P Election and the Prop M Election are hereinafter referred to collectively as the "Elections." Both Elections were conducted under Proposition 39, being chaptered as the Strict Accountability in Local School Construction Bonds Act of 2000, at Section 15264 *et seq.* of the Education Code of the State ("Prop 39"). Pursuant to Section 15278 of the Education Code, the District is obligated to establish the Committee in order to satisfy the accountability requirements of Prop 39. The Board of Trustees of the San Bernardino Community College District (the "Board") has established the Citizens' Bond Oversight Committee (the "Committee") which shall have the duties and rights set forth in these Bylaws. The Committee does not have independent legal capacity from the District.

Section 2. Purposes. The purposes of the Committee are set forth in Prop 39, and these Bylaws are specifically made subject to the applicable provisions of Prop 39 as to the duties and rights of the Committee. The Committee shall be deemed to be subject to the *Ralph M. Brown Public Meetings Act* of the State of California and shall conduct its meetings in accordance with the provisions thereof. The District shall provide necessary administrative support to the Committee as shall be consistent with the Committee's purposes, as set forth in Prop 39.

The proceeds of general obligation bonds issued pursuant to the Elections are hereinafter referred to as "bond proceeds." The Committee shall confine itself specifically to bond proceeds generated under Prop P and Prop M. Expenditure of other facility monies generated from other sources shall fall outside the scope of the Committee's review. However, to the extent that facilities are financed with a combination of Prop P and Prop M monies and other non-bond funds, such projects shall be subject to Committee oversight and review.

Section 3. Duties. To carry out its stated purposes, the Committee shall perform the duties set forth in Sections 3.1, 3.2 and 3.3 and shall refrain from those activities set forth in Sections 3.4 and 3.5:

3.1 **Inform the Public.** The Committee shall inform the public concerning the District's expenditure of bond proceeds.

3.2 **Review Expenditures.** The Committee may review quarterly expenditure reports produced by the District to ensure that (a) bond proceeds are expended only for the purposes set forth in Prop P and Prop M; and (b) no bond proceeds are used for any teacher or administrative salaries or other operating expenses.

3.3 **Annual Report.** The Committee shall present to the Board, in public session, an annual written report which shall include the following:

(a) A statement indicating whether the District is in compliance with the requirements of Article XIII A, Section 1(b)(3) of the California Constitution; and

(b) A summary of the Committee's proceedings and activities for the preceding year.

3.4 Duties of the Board/Chancellor. Either the Board or the Chancellor, as the Board shall determine, shall have the following powers reserved to it, and the Committee shall have no jurisdiction over the following types of activities:

- (i) Approval of construction contracts,
- (ii) Approval of construction change orders,
- (iii) Appropriation of construction funds,
- (iv) Handling of all legal matters,
- (v) Approval of construction plans and schedules,
- (vi) Approval of Deferred Maintenance Plan, and
- (vii) Approval of the sale of bonds.

3.5 Voter-Approved Projects Only. In recognition of the fact that the Committee is charged with overseeing the expenditure of bond proceeds, the Board has not charged the Committee with responsibility for:

(a) Projects financed through the State of California, developer fees, redevelopment tax increment, certificates of participation, lease/revenue bonds, the general fund or the sale of surplus property without bond proceeds shall be outside the authority of the Committee.

(b) The establishment of priorities and order of construction for the bond projects shall be made by the Chancellor in his sole discretion.

(c) The selection of architects, engineers, soils engineers, construction managers, project managers, CEQA consultants and such other professional service firms as are required to complete the project based on District criteria established by the Board in its sole discretion.

(d) The approval of the design for each project including exterior materials, paint color, interior finishes, site plan and construction methods (modular vs. permanent) by the Board in its sole discretion and shall report to the Committee on any cost saving techniques considered or adopted by the Board.

(e) The selection of independent audit firm(s), performance audit consultants and such other consultants as are necessary to support the activities of the Committee.

(f) The approval of an annual budget for the Committee that is sufficient to carry out the activities set forth in Prop 39 and included herein.

(g) The adoption of a plan for publicizing the activities of the Committee and the determination as to whether a mailer, a newspaper notice or website materials would best suit the distribution of the Committee's findings and recommendations.

(h) The amendment or modification of the Bylaws for the Committee as provided herein, subject to the legal requirements of Proposition 39.

(i) The appointment or reappointment of qualified applicants to serve on the Committee, subject to legal limitations, and based on criteria adopted in the Board's sole discretion as part of carrying out its function under Prop 39.

Section 4. Authorized Activities.

4.1 In order to perform the duties set forth in Section 3.0, the Committee may engage in the following authorized activities:

(a) Receive and review copies of the District's annual independent performance audit and annual independent financial audit, required by Article XIII A of the California Constitution.

(b) Inspect college facilities and grounds for which bond proceeds have been or will be expended, in accordance with any access procedure established by the District's Vice Chancellor, Fiscal Services.

(c) Review copies of deferred maintenance proposal or plans developed by the District.

(d) Review efforts by the District to maximize bond proceeds by implementing various cost-saving measures.

Section 5. Membership.

5.1 Number.

The Committee shall consist of a minimum of seven (7) members appointed by the Board of Trustees from a list of candidates submitting written applications, and based on criteria established by Prop 39, to wit:

- One (1) student enrolled and active in a community college support group, such as student government.
- One (1) member active in a business organization representing the business community located in the District.
- One (1) member active in a senior citizens' organization.
- One (1) member active in a bona-fide taxpayers association.

- One (1) member active in a support organization for the college, such as a foundation.
- Two (2) members of the community at-large.

5.2 Qualification Standards.

- (a) To be a qualified person, he or she must be at least 18 years of age.
- (b) The Committee may not include any employee, official of the District or any vendor, contractor or consultant of the District.

5.3 Ethics: Conflicts of Interest. By accepting appointment to the Committee, each member agrees to comply with Articles 4 (commencing with Section 1090) and 4.7 (commencing with Section 1125) of Division 4 of Title 1 of the Government Code and the Political Reform Act (Gov. Code §§ 81000 *et seq.*), and to complete the Form 700 as required by all "designated employees" of the District. Additionally, each member shall comply with the Committee Ethics Policy attached as "Attachment A" to these Amended and Restated Bylaws.

5.4 Term. Except as otherwise provided herein, each member shall serve a term of two (2) years, beginning on the July 1 immediately following the member's appointment by the Board. No member may serve more than two (2) consecutive terms. At the Committee's first meeting, members will draw lots to select a minimum of two members to serve for an initial one (1)-year term and the remaining members for an initial two (2)-year term.

5.5 Appointment. Members of the Committee shall be appointed by the Board through the following process: (a) appropriate local groups will be solicited for applications; (b) the Chancellor or his designee will review the applications; and (c) the Chancellor or his designee will make recommendations to the Board.

5.6 Removal; Vacancy. The Board may remove any Committee member for any reason, including failure to attend two consecutive Committee meetings without reasonable excuse or for failure to comply with the Committee Ethics Policy. Upon a member's removal, his or her seat shall be declared vacant. The Board, in accordance with the established appointment process shall fill any vacancies on the Committee.

5.7 Compensation. The Committee members shall not be compensated for their services.

5.8 Authority of Members. (a) Committee members shall not have the authority to direct staff of the District unless a majority of the members of the Committee have voted express authority to do so; and (b) individual members of the Committee retain the right to address the Board, either on behalf of the Committee or as an individual.

Section 6. Meetings of the Committee.

6.1 Regular Meetings. The Committee is required to meet at least once a year including an annual organizational meeting to be held in **July November**.

6.2 Location. All meetings shall be held within the San Bernardino Community College District, located in San Bernardino and Riverside Counties, California.

6.3 Procedures. All meetings shall be open to the public in accordance with the *Ralph M. Brown Act*, Government Code Section 54950 *et seq.* Meetings shall be conducted according to such additional procedural rules as the Committee may adopt. A majority of the number of Committee members shall constitute a quorum for the transaction of any business except adjournment.

Section 7. District Support.

7.1 The District shall provide to the Committee necessary technical and administrative assistance as follows:

(a) preparation of and posting of public notices as required by the *Brown Act*, ensuring that all notices to the public are provided in the same manner as notices regarding meetings of the District Board;

(b) provision of a meeting room, including any necessary audio/visual equipment;

(c) preparation and copies of any documentary meeting materials, such as agendas and reports; and

(d) retention of all Committee records, and providing public access to such records on an Internet website maintained by the District.

7.2 District staff and/or District consultants shall attend all Committee proceedings in order to report on the status of projects and the expenditure of bond proceeds.

7.3 No bond proceeds shall be used to provide District support to the Committee.

Section 8. Reports. In addition to the Annual Report required in Section 3.2, the Committee may report to the Board at least semi-annually in order to advise the Board on the activities of the Committee. Such report shall be in writing and shall summarize the proceedings and activities conducted by the Committee.

Section 9. Officers. The Chancellor shall appoint the initial Chair. Thereafter, the Committee shall elect a chair and a vice-chair who shall act as chair only when the chair is absent, which positions shall continue for two (2)-year terms. No person shall serve as chair for more than two consecutive terms.

Section 10. Amendment of Bylaws. Any amendment to these Bylaws shall be approved by a two-thirds vote of the entire Board.

Section 11. Termination. The Committee shall automatically terminate and disband 180 days after all Prop P and Prop M bond proceeds have been spent.

**CITIZENS' BOND OVERSIGHT COMMITTEE
ETHICS POLICY STATEMENT**

This Ethics Policy Statement provides general guidelines for Committee members to follow in carrying out their roles. Not all ethical issues that Committee members face are covered in this Statement. However, this Statement captures some of the critical areas that help define ethical and professional conduct for Committee members. The provisions of this Statement were developed from existing laws, rules, policies and procedures as well as from concepts that define generally accepted good business practices. Committee members are expected to strictly adhere to the provisions of this Ethics Policy.

POLICY

- **CONFLICT OF INTEREST.** A Committee member shall not make or influence a District decision related to: (1) any contract funded by bond proceeds, or (2) any construction project which will benefit the Committee member's outside employment, business, or a personal finance or benefit an immediate family member, such as a spouse, child or parent.

- **OUTSIDE EMPLOYMENT.** A Committee member shall not use his or her authority over a particular matter to negotiate future employment with any person or organization that relates to: (1) any contract funded by bond proceeds, or (2) any construction project. A Committee member shall not make or influence a District decision related to any construction project involving the interest of a person with whom the member has an agreement concerning current or future employment, or remuneration of any kind. For a period of two (2) years after leaving the Committee, a former Committee member may not represent any person or organization for compensation in connection with any matter pending before the District that, as a Committee member, he or she participated in personally and substantially. Specifically, for a period of two (2) years after leaving the Committee, a former Committee member and the companies and businesses for which the member works shall be prohibited from contracting with the District with respect to: (1) bidding on projects funded by the bond proceeds; and (2) any construction project.

- **COMMITMENT TO UPHOLD LAW.** A Committee member shall uphold the federal and California Constitutions, the laws and regulations of the United States and the State of California (particularly the Education Code) and all other applicable government entities, and the policies, procedures, rules and regulations of the San Bernardino Community College District.

- **COMMITMENT TO DISTRICT.** A Committee member shall place the interests of the District above any personal or business interest of the member.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Bruce Baron, Chancellor
REVIEWED BY: Charlie Ng, Vice Chancellor, Fiscal Services
PREPARED BY: Charlie Ng, Vice Chancellor, Fiscal Services
DATE: December 8, 2011
SUBJECT: Consideration of Approval of Members for the Citizens Bond Oversight Committee (CBOC)

RECOMMENDATION

It is recommended that the Board of Trustees approve the appointment of Ken Coate to the Citizens Bond Oversight Committee for a two-year term.

OVERVIEW

The Citizens Bond Oversight Committee is comprised of at least seven members of the community, and serves the purpose of reviewing the expenditure of Bond Measures P and M funds. Mr. Coate is an executive board member of the Inland Action Committee, and will join the CBOC as a representative for the local business community.

ANALYSIS

Approval of this recommendation will enable the CBOC to continue in an efficient and effective manner.

BOARD IMPERATIVE

III. Resource Management for Efficiency, Effectiveness, and Excellence.

FINANCIAL IMPLICATIONS

This item carries no financial implications.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Bruce Baron, Chancellor
REVIEWED BY: Bruce Baron, Chancellor
PREPARED BY: Bruce Baron, Chancellor
DATE: December 8, 2011
SUBJECT: Consideration of Approval to Adopt Resolution in Support of Senate Constitutional Amendment (SCA) 5

RECOMMENDATION

It is recommended that the Board of Trustees adopt a resolution in support of Senate Constitutional Amendment (SCA) 5.

OVERVIEW

State Senator S. Joseph Simitian authored Senate Constitutional Amendment 5 which would allow community college districts to pass a parcel tax with 55% majority vote rather than the currently required two-thirds vote.

ANALYSIS

Passage of SCA 5 will empower local voters to invest in their schools based on the needs in their communities, while protecting taxpayers and homeowners with accountability provisions that will ensure that funds generated from parcel taxes are not wasted or mismanaged.

BOARD IMPERATIVE

- I. Institutional Effectiveness
- II. Learning Centered Institution for Student Access, Retention and Success

FINANCIAL IMPLICATIONS

None

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Bruce Baron, Chancellor
REVIEWED BY: Bruce Baron, Chancellor
PREPARED BY: Bruce Baron, Chancellor
DATE: December 8, 2011
SUBJECT: Consideration of Approval to Adopt Resolution in Support of Senate Constitutional Amendment (SCA) 5

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BOARD IMPERATIVE

- I. Institutional Effectiveness
- II. Learning Centered Institution for Student Access, Retention and Success

FINANCIAL IMPLICATIONS

None

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Bruce Baron, Chancellor
REVIEWED BY: Charlie Ng, Vice Chancellor, Fiscal Services
PREPARED BY: Diana Johnson, Bond Program Manager, Kitchell/BRj/Seville
DATE: December 08, 2011
SUBJECT: Summary of Bond Measure M Capital Improvement Program
Change Orders and Amendments for Construction Contracts

RECOMMENDATION

This item is for information only and no action is required.

OVERVIEW

As an informational item to the San Bernardino Community College District Board of Trustees, this report is a summary of all construction change orders and amendments to date for projects at Crafton Hills and San Bernardino Valley Colleges, including those on today's Board agenda.

ANALYSIS

Current submitted construction contract amendments and change orders for currently awarded Measure M projects total \$41,195.49 which is 0.394% change of the overall project cost.

The analysis shows that construction contract change orders and amendments for currently awarded Measure M projects have been held to a minimal amount of \$812,669.49 which is only 7.78% of the project cost of \$10,445,597.50.

All change orders and amendments are approved following a specific process of review by the construction manager, architect, program/project managers, and District staff. Nonessential changes are rejected and never receive approval. Any changes determined to be essential to the health of the project and of major benefit to the District are approved and implemented.

BOARD IMPERATIVE

III. Resource Management for Efficiency, Effectiveness, and Excellence

FINANCIAL IMPLICATIONS

Since this item is for information only, there are no financial implications.

Measure M Projects
CHANGE SUMMARY by PROJECT
 (Including any contract amendments and change orders on the 12/08/11 agenda)

CONTRACT AMENDMENTS

PROJECTS	Original Contract Amount	Contract Amendments		Base Contract Amount	Cumulative Contract Amendments
		Previous	Pending		
CHC-Crafton Hills College	\$ 9,519,226.50	\$ 402,801.00	\$ -	\$ 9,922,027.50	4.23%
SBVC-San Bernardino Valley College	\$ 926,371.00	\$ 42,746.00	\$ 41,195.49	\$ 1,010,312.49	9.06%
TOTAL for CONTRACT AMENDMENTS	\$ 10,445,597.50	\$ 445,547.00	\$ 41,195.49	\$ 10,932,339.99	4.66%

CHANGE ORDERS

PROJECTS	Base Contract Amount	Change Orders		New Contract Amount	Cumulative Change Orders
		Previous	Pending		
CHC-Crafton Hills College	\$ 9,922,027.50	\$ 299,121.00	\$ -	\$ 10,221,148.50	3.01%
SBVC-San Bernardino Valley College	\$ 1,010,312.49	\$ 26,806.00	\$ -	\$ 1,037,118.49	2.65%
TOTAL for CHANGE ORDERS	\$ 10,932,339.99	\$ 325,927.00	\$ -	\$ 11,258,266.99	2.98%

October 20, 11 Change Order Log Balance	\$ 41,195.49
E. Avico (Gym Demo)	0.394%
Change Order Log Balance	\$ 812,669.49
	7.78%

Crafton Hills College
CHANGE SUMMARY by PROJECT

(Including any contract amendments and change orders on the 12/08/11 agenda)

PROJECTS	Original Contract Amount	Contract Amendments		Change Orders		New Contract Amount	Change Order % of Contract
		Previous	Pending	Previous	Pending		
PARKING LOT/ADA/LIGHTING IMPRVMENTS.	\$ 6,146,450.00	\$ 402,801.00	\$ -	\$ 83,145.00	\$ -	\$ 6,632,396.00	1.35%
MATH AND SCIENCE ANNEX	\$ 2,270,500.00	\$ -	\$ -	\$ 189,545.00	\$ -	\$ 2,460,045.00	8.35%
MPOE/DATA RELOCATION	\$ 527,700.00	\$ -	\$ -	\$ 26,431.00	\$ -	\$ 554,131.00	0.00%
OLD LIBRARY DEMOLITION	\$ 574,576.50	\$ -	\$ -	\$ -	\$ -	\$ 574,576.50	0.00%
TOTAL	\$ 9,519,226.50	\$ 402,801.00	\$ -	\$ 299,121.00	\$ -	\$ 10,221,148.50	3.01%

NO NEW CHANGE ORDERS

\$ -

Crafton Hills College
CHANGE SUMMARY by PROJECT
PARKING LOT/ADA/LIGHTING IMPRVMENTS

(Including any contract amendments and change orders on the 12/08/11 agenda)

Contractors	Original Contract Amount	Contract Amendments		Change Orders		New Contract Amount	Change Order % of Contract
		Previous	Pending	Previous	Pending		
PAL-01: ASR Constructors, Inc.	\$ 3,058,000.00	\$ 402,801.00	\$ -	\$ -	\$ -	\$ 3,460,801.00	0.00%
PAL-02: Pierre Sprinkler & Landscape	\$ 569,450.00	\$ -	\$ -	\$ 36,538.00	\$ -	\$ 605,988.00	6.42%
PAL-03: RDM Electric Company, Inc.	\$ 2,519,000.00	\$ -	\$ -	\$ 46,607.00	\$ -	\$ 2,565,607.00	1.85%
TOTAL	\$ 6,146,450.00	\$ 402,801.00	\$ -	\$ 83,145.00	\$ -	\$ 6,632,396.00	1.35%

Crafton Hills College
CHANGE SUMMARY by PROJECT
MATH AND SCIENCE ANNEX

(Including any contract amendments and change orders on the 12/08/11 agenda)

Contractors	Original Contract Amount	Contract Amendments		Change Orders		New Contract Amount	Change Order % of Contract
		Previous	Pending	Previous	Pending		
MODS-01: Conenegr Corporation	\$ 539,500.00	\$ -	\$ -	\$ 22,504.00	\$ -	\$ 562,004.00	4.17%
MODS-02: Global Modular, Inc.	\$ 1,731,000.00	\$ -	\$ -	\$ 167,041.00	\$ -	\$ 1,898,041.00	9.65%
TOTAL	\$ 2,270,500.00	\$ -	\$ -	\$ 189,545.00	\$ -	\$ 2,460,045.00	8.35%

\$ -

NO NEW CHANGE ORDERS

Crafton Hills College
 CHANGE SUMMARY by PROJECT
 MPOE-DATA

(Including any contract amendments and change orders on the 12/08/11 agenda)

Contractors	Original Contract Amount	Contract Amendments		Change Orders		New Contract Amount	Change Order % of Contract
		Previous	Pending	Previous	Pending		
MPOE/DATA-01: Shanks Electric Corporation	\$ 527,700.00	\$ -	\$ -	\$ 26,431.00	\$ -	\$ 554,131.00	5.01%
TOTAL	\$ 527,700.00	\$ -	\$ -	\$ 26,431.00	\$ -	\$ 554,131.00	5.01%

NO NEW CHANGE ORDERS

\$ -

Crafton Hills College
CHANGE SUMMARY by PROJECT
LIBRARY DEMO

(Including any contract amendments and change orders on the 12/08/11 agenda)

Contractors	Original Contract Amount	Contract Amendments		Change Orders		New Contract Amount	Change Order % of Contract
		Previous	Pending	Previous	Pending		
LIBRARY DEMO-01: Miller Environmental, Inc.	\$ 574,576.50	\$ -	\$ -	\$ -	\$ -	\$ 574,576.50	0.00%
TOTAL	\$ 574,576.50	\$ -	\$ -	\$ -	\$ -	\$ 574,576.50	0.00%

NO NEW CHANGE ORDERS

\$ -

San Bernardino Valley College
CHANGE SUMMARY by PROJECT
 (Including any contract amendments and change orders on the 12/08/11 agenda)

PROJECTS	Original Contract Amount	Contract Amendments		Change Orders		New Contract Amount	Change Order % of Contract
		Previous	Pending	Previous	Pending		
Central Plant / Infrastructure	\$ 348,300.00	\$ 42,746.00	\$ 41,195.49	\$ 26,806.00	\$ -	\$ 459,047.49	6.20%
HVAC Cafeteria & Health Science	\$ 325,000.00	\$ -	\$ -	\$ -	\$ -	\$ 325,000.00	0.00%
Gym Demo	\$ 253,071.00	\$ -	\$ -	\$ -	\$ -	\$ 253,071.00	0.00%
TOTAL	\$ 926,371.00	\$ 42,746.00	\$ 41,195.49	\$ 26,806.00	\$ -	\$ 1,037,118.49	2.65%

NO NEW CHANGE ORDERS

\$ -

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Bruce Baron, Chancellor
REVIEWED BY: Charlie Ng, Vice Chancellor, Fiscal Services
PREPARED BY: Diana Johnson, Bond Program Manager, Kitchell/BRj/Seville
DATE: December 08, 2011
SUBJECT: Summary of Bond Measure P Capital Improvement Program
Change Orders and Amendments for Construction Contracts

RECOMMENDATION

This item is for information only and no action is required.

OVERVIEW

As an informational item to the San Bernardino Community College District Board of Trustees, this report is a summary of all construction change orders and amendments to date for projects at Crafton Hills and San Bernardino Valley Colleges, including those on today's Board agenda.

ANALYSIS

Current submitted construction contract amendments and change orders for all Measure P projects total \$24,889.47 which is a 0.023% change of the overall project cost.

The analysis shows that construction contract change orders and amendments for all Measure P projects have been held to a minimal amount of \$6,248,982.18 which is only 5.86% of the project cost of \$106,609,566.19.

All change orders and amendments are approved following a specific process of review by the construction manager, architect, program/project managers, and District staff. Nonessential changes are rejected and never receive approval. Any changes determined to be essential to the health of the project and of major benefit to the District are approved and implemented.

BOARD IMPERATIVE

III. Resource Management for Efficiency, Effectiveness, and Excellence

FINANCIAL IMPLICATIONS

Since this item is for information only, there are no financial implications.

Measure P Projects
CHANGE SUMMARY by PROJECT

December 08, 2011

(Including any contract amendments and change orders on the 12/08/11 agenda)

CONTRACT AMENDMENTS

PROJECTS	Original Contract Amount	Contract Amendments		Base Contract Amount	Cumulative Contract Amendments
		Previous	Pending		
CHC-Crafton Hills College	\$ 46,102,035.00	\$ 176,064.00	\$ -	\$ 46,278,099.00	0.38%
SBVC-San Bernardino Valley College	\$ 60,507,531.19	\$ 1,284,573.48	\$ -	\$ 61,792,104.67	2.12%
TOTAL for CONTRACT AMENDMENTS	\$ 106,609,566.19	\$ 1,460,637.48	\$ -	\$ 108,070,203.67	1.37%

CHANGE ORDERS

PROJECTS	Base Contract Amount	Change Orders		New Contract Amount	Cumulative Change Orders
		Previous	Pending		
CHC-Crafton Hills College	\$ 46,278,099.00	\$ 1,911,582.00	\$ 25,222.25	\$ 48,214,903.25	4.19%
SBVC-San Bernardino Valley College	\$ 61,792,104.67	\$ 2,851,873.23	\$ (332.78)	\$ 64,643,645.12	4.61%
TOTAL for CHANGE ORDERS	\$ 108,070,203.67	\$ 4,763,455.23	\$ 24,889.47	\$ 112,858,548.37	4.43%

\$ 24,889.47
0.023%
\$ 6,248,982.18

May 19, Change Order Log Balance	\$ 105,846,169.19	
American Wrecking - Chemistry- Add	354,770.00	
Graebel - Relocation - Chemistry - Add	23,974.00	
Larry Jacinto Construction	29,116.00	
Bon Air, Inc.	296,000.00	
	<u>\$ 106,550,029.19</u>	
Nature Tech - Chemistry Add	59,537.00	
	\$ 106,609,566.19	

5.86%

CHANGE SUMMARY by PROJECT

(Including any contract amendments and change orders on the 12/08/11 agenda)

PROJECTS	Original Contract Amount	Contract Amendments		Change Orders		New Contract Amount	Change Order % of Contract
		Previous	Pending	Previous	Pending		
INFRASTRUCTURE PACKAGE #1	\$ 421,000.00	\$ -	\$ -	\$ (4,277.00)	\$ -	\$ 416,723.00	-1.02%
INFRASTRUCTURE PACKAGE #2/3/4	\$ 14,726,451.00	\$ (43,583.00)	\$ -	\$ 503,915.00	\$ -	\$ 15,186,783.00	3.43%
CRF / INFRA PKG #5	\$ 8,144,197.00	\$ 73,186.00	\$ -	\$ 469,332.00	\$ -	\$ 8,686,715.00	5.71%
LEARNING RESOURCE CENTER	\$ 22,810,387.00	\$ 146,461.00	\$ -	\$ 942,612.00	\$ 25,222.25	\$ 23,924,682.25	4.22%
TOTAL	\$ 46,102,035.00	\$ 176,064.00	\$ -	\$ 1,911,582.00	\$ 25,222.25	\$ 48,214,903.25	4.19%

Crafton Hills College
CHANGE SUMMARY by PROJECT
INFRASTRUCTURE #1

December 08, 2011

(Including any contract amendments and change orders on the 12/08/11 agenda)

Contractors	Original Contract Amount	Contract Amendments		Change Orders		New Contract Amount	Change Order % of Contract
		Previous	Pending	Previous	Pending		
INFRA1-01: Champion Electric	\$ 421,000.00			\$ (4,277.00)		\$ 416,723.00	-1.02%
TOTAL	\$ 421,000.00	\$ -	\$ -	\$ (4,277.00)	\$ -	\$ 416,723.00	-1.02%

NO NEW CHANGE ORDERS

**CHANGE SUMMARY by PROJECT
INFRASTRUCTURE PACKAGE # 2/3/4**

(Including any contract amendments and change orders on the 12/08/11 agenda)

Contractors	Original Contract Amount	Contract Amendments		Change Orders		New Contract Amount	Change Order % of Contract
		Previous	Pending	Previous	Pending		
INFRA234-01: LD Anderson	\$ 1,145,147.00	\$ 43,847.00	\$ -	\$ 112,308.00	\$ -	\$ 1,301,302.00	9.45%
INFRA234-02: Coutts Heating & Cooling	\$ 5,677,000.00	\$ (141,161.00)	\$ -	\$ 756.00	\$ -	\$ 5,536,595.00	0.01%
INFRA234-03: Fischer, Inc.	\$ 1,491,000.00	\$ -	\$ -	\$ 97,153.00	\$ -	\$ 1,588,153.00	6.52%
INFRA234-04: RIS Electric	\$ 1,973,000.00	\$ 53,731.00	\$ -	\$ 202,493.00	\$ -	\$ 2,229,224.00	9.99%
INFRA234-05: Tidwell Concrete	\$ 2,289,804.00	\$ -	\$ -	\$ 27,142.00	\$ -	\$ 2,316,946.00	1.19%
INFRA234-06: Sierra Landscape	\$ 1,623,600.00	\$ -	\$ -	\$ 37,192.00	\$ -	\$ 1,660,792.00	2.29%
INFRA234-07: Inland Building Companies	\$ 526,900.00	\$ -	\$ -	\$ 26,871.00	\$ -	\$ 553,771.00	5.10%
TOTAL	\$ 14,726,451.00	\$ (43,583.00)	\$ -	\$ 503,915.00	\$ -	\$ 15,186,783.00	3.43%

NO NEW CHANGE ORDERS

Crafton Hills College
CHANGE SUMMARY by PROJECT
INFRASTRUCTURE #2

December 08, 2011

(Including any contract amendments and change orders on the 12/08/2011 agenda)

Contractors	Original Contract Amount	Contract Amendments		Change Orders		New Contract Amount	Change Order % of Contract
		Previous	Pending	Previous	Pending		
INFRA2-01: LD Anderson	\$ 172,420.00					\$ 172,420.00	0.00%
INFRA2-02: Coutts Heating & Cooling	\$ 2,100,490.00					\$ 2,100,490.00	0.00%
INFRA2-03: Fischer, Inc.	\$ 501,000.00			\$ 2,412.00		\$ 503,412.00	0.48%
INFRA2-04: RIS Electric	\$ 438,000.00			\$ 47,127.00		\$ 485,127.00	10.76%
INFRA2-05: Tidwell Concrete	\$ 444,537.00					\$ 444,537.00	0.00%
INFRA2-06: Sierra Landscape	\$ 202,000.00					\$ 202,000.00	0.00%
INFRA2-07: Inland Building Companies	\$ 107,600.00					\$ 107,600.00	0.00%
TOTAL	\$ 3,966,047.00	\$ -	\$ -	\$ 49,539.00	\$ -	\$ 4,015,586.00	

NO NEW CHANGE ORDERS

Crafton Hills College
CHANGE SUMMARY by PROJECT
INFRASTRUCTURE #3

December 08, 2011

(Including any contract amendments and change orders on the 12/08/11 agenda)

Contractors	Original Contract Amount	Contract Amendments		Change Orders		New Contract Amount	Change Order % of Contract
		Previous	Pending	Previous	Pending		
INFRA3-01: LD Anderson	\$ 370,730.00	\$ 43,847.00		\$ 77,587.00		\$ 492,164.00	18.71%
INFRA3-02: Coutts Heating & Cooling	\$ 3,576,510.00	\$ (141,161.00)		\$ 756.00		\$ 3,436,105.00	0.02%
INFRA3-03: Fischer, Inc.	\$ 935,000.00			\$ 94,741.00		\$ 1,029,741.00	10.13%
INFRA3-04: RIS Electric	\$ 1,222,000.00	\$ 53,731.00		\$ 155,366.00		\$ 1,431,097.00	12.18%
INFRA3-05: Tidwell Concrete	\$ 252,979.00					\$ 252,979.00	0.00%
INFRA3-06: Sierra Landscape	\$ 1,131,000.00			\$ 5,612.00		\$ 1,136,612.00	0.50%
INFRA3-07: Inland Building Companies	\$ 45,200.00					\$ 45,200.00	0.00%
TOTAL	\$ 7,533,419.00	\$ (43,583.00)	\$ -	\$ 334,062.00	\$ -	\$ 7,823,898.00	

NO NEW CHANGE ORDERS

Crafton Hills College
CHANGE SUMMARY by PROJECT
INFRASTRUCTURE #4

December 08, 2011

(Including any contract amendments and change orders on the 12/08/11 agenda)

Contractors	Original Contract Amount	Contract Amendments		Change Orders		New Contract Amount	Change Order % of Contract
		Previous	Pending	Previous	Pending		
INFRA4-01: LD Anderson	\$ 558,150.00			\$ 34,721.00		\$ 592,871.00	6.22%
INFRA4-03: Fischer, Inc.	\$ 55,000.00					\$ 55,000.00	0.00%
INFRA4-04: RIS Electric	\$ 313,000.00					\$ 313,000.00	0.00%
INFRA4-05: Tidwell Concrete	\$ 1,592,289.00			\$ 27,142.00		\$ 1,619,431.00	1.70%
INFRA4-06: Sierra Landscape	\$ 290,600.00			\$ 31,580.00		\$ 322,180.00	10.87%
INFRA4-07: Inland Building Companies	\$ 374,100.00			\$ 26,871.00		\$ 400,971.00	7.18%
TOTAL	\$ 3,183,139.00	\$ -	\$ -	\$ 120,314.00	\$ -	\$ 3,303,453.00	

NO NEW CHANGE ORDERS

Crafton Hills College
CHANGE SUMMARY by PROJECT
CRF / INFRA PKG # 5

December 08, 2011

(including any contract amendments and change orders on the 12/08/11 agenda)

Contractors	Original Contract Amount	Contract Amendments		Change Orders		New Contract Amount	Change Order % of Contract
		Previous	Pending	Previous	Pending		
CCRF-02: Crew, Inc.	\$ 732,000.00	\$ -	\$ -	\$ 43,601.00	\$ -	\$ 775,601.00	5.96%
CCRF-03: Calcoast Concrete Const., Inc.	\$ 1,070,815.00	\$ -	\$ -	\$ 9,311.00	\$ -	\$ 1,080,126.00	0.87%
CCRF-04: Nuway, Inc.	\$ 803,860.00	\$ -	\$ -	\$ 58,172.00	\$ -	\$ 862,032.00	7.24%
CCRF-05: ACSS	\$ 575,099.00	\$ -	\$ -	\$ 57,280.00	\$ -	\$ 632,379.00	9.96%
CCRF-06: Bell Roof Company, Inc.	\$ 152,400.00	\$ -	\$ -	\$ 10,188.00	\$ -	\$ 162,588.00	6.69%
CCRF-07: E J Enterprises	\$ 118,055.00	\$ 25,696.00	\$ -	\$ 11,594.00	\$ -	\$ 155,345.00	8.07%
CCRF-08: West Coast Painting & Drywall	\$ 32,331.00	\$ -	\$ -	\$ -	\$ -	\$ 32,331.00	0.00%
CCRF-09: J. Kel Painting & Wallcovering, Inc.	\$ 63,020.00	\$ -	\$ -	\$ (5,548.00)	\$ -	\$ 57,472.00	-8.80%
CCRF-10: Lawrence W. Rosine Co.	\$ 19,990.00	\$ -	\$ -	\$ (10,000.00)	\$ -	\$ 9,990.00	-50.03%
CCRF-11: Inland Building Const. Comp., Inc.	\$ 22,780.00	\$ -	\$ -	\$ -	\$ -	\$ 22,780.00	0.00%
CCRF-12: Inland Building Const. Comp., Inc.	\$ 248,000.00	\$ -	\$ -	\$ -	\$ -	\$ 248,000.00	0.00%
CCRF-13: J.M. Farnan Co., Inc.	\$ 860,000.00	\$ 45,246.00	\$ -	\$ 75,614.00	\$ -	\$ 980,860.00	8.35%
CCRF-14: Arrowhead Mechanical., Inc.	\$ 112,500.00	\$ -	\$ -	\$ 7,194.00	\$ -	\$ 119,694.00	6.39%
CCRF-15: Champion Electric, Inc.	\$ 749,000.00	\$ -	\$ -	\$ 45,275.00	\$ -	\$ 794,275.00	6.04%
CCRF-16: America West Landscape, Inc.	\$ 604,980.00	\$ -	\$ -	\$ 16,610.00	\$ -	\$ 621,590.00	2.75%
CCRF-17: Condor, Inc.	\$ 1,148,300.00	\$ -	\$ -	\$ 97,968.00	\$ -	\$ 1,246,268.00	8.53%
CCRF-18: RVH Constructors, Inc.	\$ 482,235.00	\$ -	\$ -	\$ 47,044.00	\$ -	\$ 529,279.00	9.76%
INFRA5-19: RIS Electric	\$ 151,300.00	\$ -	\$ -	\$ 5,029.00	\$ -	\$ 156,329.00	3.32%
Knorr Systems	\$ 168,416.00	\$ -	\$ -	\$ -	\$ -	\$ 168,416.00	0.00%
Larry Jacinto Construction	\$ 29,116.00	\$ 2,244.00	\$ -	\$ -	\$ -	\$ 31,360.00	0.00%
TOTAL	\$ 8,144,197.00	\$ 73,186.00	\$ -	\$ 469,332.00	\$ -	\$ 8,686,715.00	5.71%

**CHANGE SUMMARY by PROJECT
INFRASTRUCTURE #5/CRF SITE PREP**

(Including any contract amendments and change orders on the 12/08/11 agenda)

Contractors	Original Contract Amount	Contract Amendments		Change Orders		New Contract Amount	Change Order % of Contract
		Previous	Pending	Previous	Pending		
INFRA5-19: RIS Electric	\$ 151,300.00			\$ 5,029.00		\$ 156,329.00	
INFRA5-02: Crew, Inc.	\$ 380,250.00			\$ 6,058.00		\$ 386,308.00	
INFRA5-03: Calcoast Concrete Const., Inc.	\$ 386,382.00					\$ 386,382.00	
INFRA5-13: J.M. Farnan Co., Inc.	\$ 425,000.00	\$ 18,480.00		\$ 5,468.00		\$ 448,948.00	
INFRA5-16: America West Landscape, Inc.	\$ 37,581.00			\$ 21,238.00		\$ 58,819.00	
TOTAL	\$ 1,380,513.00	\$ 18,480.00	\$ -	\$ 37,793.00	\$ -	\$ 1,436,786.00	

NO NEW CHANGE ORDERS

**CHANGE SUMMARY by PROJECT
COMMUNITY RECREATION FACILITY**

(Including any contract amendments and change orders on the 12/08/11 agenda)

Contractors	Original Contract Amount	Contract Amendments		Change Orders		New Contract Amount	Change Order % of Contract
		Previous	Pending	Previous	Pending		
CCRF-02: Crew, Inc.	\$ 351,750.00			\$ 37,543.00		\$ 389,293.00	10.67%
CCRF-03: Calcoast Concrete Const., Inc.	\$ 684,433.00			\$ 9,311.00		\$ 693,744.00	1.36%
CCRF-04: Nuway, Inc.	\$ 803,860.00			\$ 58,172.00		\$ 862,032.00	7.24%
CCRF-05: ACSS	\$ 575,099.00			\$ 57,280.00		\$ 632,379.00	9.96%
CCRF-06: Bell Roof Company, Inc.	\$ 152,400.00			\$ 10,188.00		\$ 162,588.00	6.69%
CCRF-07: E J Enterprises	\$ 118,055.00	\$ 25,696.00		\$ 11,594.00		\$ 155,345.00	8.07%
CCRF-08: West Coast Painting & Drywall	\$ 32,331.00					\$ 32,331.00	0.00%
CCRF-09: J. Kel Painting & Wallcovering, Inc.	\$ 63,020.00			\$ (5,548.00)		\$ 57,472.00	-8.80%
CCRF-10: Lawrence W. Rosine Co.	\$ 19,990.00			\$ (10,000.00)		\$ 9,990.00	-50.03%
CCRF-11: Inland Building Const. Comp., Inc.	\$ 22,780.00					\$ 22,780.00	0.00%
CCRF-12: Inland Building Const. Comp., Inc.	\$ 248,000.00					\$ 248,000.00	0.00%
CCRF-13: J.M. Farnan Co., Inc.	\$ 435,000.00	\$ 26,766.00		\$ 70,146.00		\$ 531,912.00	15.19%
CCRF-14: Arrowhead Mechanical., Inc.	\$ 112,500.00			\$ 7,194.00		\$ 119,694.00	6.39%
CCRF-15: Champion Electric, Inc.	\$ 749,000.00			\$ 45,275.00		\$ 794,275.00	6.04%
CCRF-16: America West Landscape, Inc.	\$ 567,399.00			\$ (4,628.00)		\$ 562,771.00	-0.82%
CCRF-17: Condor, Inc.	\$ 1,148,300.00			\$ 97,968.00		\$ 1,246,268.00	8.53%
CCRF-18: RVH Constructors, Inc.	\$ 482,235.00			\$ 47,044.00		\$ 529,279.00	9.76%
Knorr Systems	\$ 168,416.00					\$ 168,416.00	0.00%
Larry Jacinto Construction	\$ 29,116.00	\$ 2,244.00	\$ -		\$ -	\$ 31,360.00	0.00%
TOTAL	\$ 6,763,684.00	\$ 54,706.00	\$ -	\$ 431,539.00	\$ -	\$ 7,249,929.00	

**CHANGE SUMMARY by PROJECT
LEARNING RESOURCE CENTER**

(Including any contract amendments and change orders on the 12/08/11 agenda)

Contractors	Original Contract Amount	Contract Amendments		Change Orders		New Contract Amount	Change Order % of Contract
		Previous	Pending	Previous	Pending		
CLRC-02: Precision Concrete	\$ 3,274,700.00	\$ (23,439.00)	\$ -	\$ 56,188.00		\$ 3,307,449.00	1.73%
CLRC-03: Mid State Precast	\$ 1,371,000.00			\$ 15,569.00		\$ 1,386,569.00	1.14%
CLRC-04: Anderson Charnesky	\$ 3,421,300.00	\$ 23,439.00	\$ -	\$ 133,356.00		\$ 3,578,095.00	3.87%
CLRC-05: Lozano Caseworks, Inc.	\$ 509,300.00			\$ 6,333.00		\$ 515,633.00	1.24%
CLRC-06: Western Bay Sheet Metal	\$ 1,349,000.00			\$ 69,176.00		\$ 1,418,176.00	5.13%
CLRC-07: RGSLA	\$ 236,252.00			\$ 16,659.00		\$ 252,911.00	7.05%
CLRC-08: E J Enterprises	\$ 293,175.00			\$ 8,988.00		\$ 302,163.00	3.07%
CLRC-09: Padua Glass Enterprise, Inc.	\$ 1,940,700.00			\$ 26,586.00	\$ 25,222.25	\$ 1,992,508.25	2.67%
CLRC-10: Caston Plastering & Drywall	\$ 1,415,585.00			\$ 79,318.00		\$ 1,494,903.00	5.60%
CLRC-11: Mike's Custom Flooring	\$ 248,200.00			\$ 11,963.00		\$ 260,163.00	4.82%
CLRC-12: Southcoast Acoustical Inters.	\$ 461,350.00			\$ 16,929.00		\$ 478,279.00	3.67%
CLRC-13: Prime Painting Con.	\$ 192,000.00	\$ 5,300.00	\$ -	\$ 26,192.00		\$ 223,492.00	13.28%
CLRC-14: Inland Pacific Tile, Inc.	\$ 282,000.00			\$ 2,402.00		\$ 284,402.00	0.85%
CLRC-15: RVH Construction	\$ 731,000.00			\$ 13,171.00		\$ 744,171.00	1.80%
CLRC-16: Daart Engineering Company	\$ 268,031.00					\$ 268,031.00	0.00%
CLRC-17: Pro-Craft Plumbing Co., Inc	\$ 515,515.00			\$ 47,307.00		\$ 562,822.00	9.18%
CLRC-18: Coutts Heating & Cooling	\$ 2,037,000.00	\$ 141,161.00		\$ 105,122.00		\$ 2,283,283.00	4.83%
CLRC-19: Shanks Electric Corporation	\$ 2,850,000.00			\$ 258,315.00		\$ 3,108,315.00	9.06%
CLRC-20: Marina Landscaping	\$ 247,300.00					\$ 247,300.00	0.00%
CLRC-21: Inland Building Companies	\$ 648,000.00			\$ 42,823.00		\$ 690,823.00	6.61%
CLRC-22: AVDB Group	\$ 518,979.00			\$ 6,215.00		\$ 525,194.00	1.20%
TOTAL	\$ 22,810,387.00	\$ 146,461.00	\$ -	\$ 942,612.00	\$ 25,222.25	\$ 23,924,682.25	4.22%

San Bernardino Valley College
CHANGE SUMMARY by PROJECT

December 08, 2011

(Including any contract amendments and change orders on the 12/08/11 agenda)

PROJECTS	Original Contract Amount	Contract Amendments		Change Orders		New Contract Amount	Change Order % of Contract
		Previous	Pending	Previous	Pending		
North Hall Replacement	\$ 18,197,653.00	\$ 338,163.48	\$ -	\$ 969,563.00	\$ -	\$ 19,505,379.48	5.23%
Maintenance and Operations	\$ 4,041,000.00	\$ 471,180.00	\$ -	\$ 75,319.00	\$ -	\$ 4,587,499.00	1.67%
Media / Communications	\$ 11,389,074.00	\$ 75,667.00	\$ -	\$ 629,951.80	\$ -	\$ 12,094,692.80	5.49%
Chemistry / Science	\$ 25,831,837.19	\$ 399,563.00	\$ -	\$ 1,151,052.43	\$ (332.78)	\$ 27,382,119.84	4.39%
Student Health Services	\$ 1,047,967.00	\$ -	\$ -	\$ 25,987.00	\$ -	\$ 1,073,954.00	2.48%
TOTAL	\$ 60,507,531.19	\$ 1,284,573.48	\$ -	\$ 2,851,873.23	\$ (332.78)	\$ 64,643,645.12	4.61%

San Bernardino Valley College
CHANGE SUMMARY by PROJECT
NORTH HALL

December 08, 2011

(Including any contract amendments and change orders on the 12/08/11 agenda)

Contractors	Original Contract Amount	Contract Amendments		Change Orders		New Contract Amount	Change Order % of Contract
		Previous	Pending	Previous	Pending		
#2 - Mountain Movers Engr. Const.	\$ 173,900.00	\$ 13,000.00		\$ 17,012.00		\$ 203,912.00	9.10%
#3 - Devries Construction	\$ 2,434,395.00	\$ 46,410.00		\$ 221,664.00		\$ 2,702,469.00	8.94%
#4 - Blazing Industrial Steel	\$ 4,105,282.00			\$ 107,639.00		\$ 4,212,921.00	2.62%
#5 - Stolo Cabinets	\$ 99,000.00			\$ 5,543.00		\$ 104,543.00	5.60%
#6 - Best Contracting Services	\$ 372,835.00			\$ 30,395.00		\$ 403,230.00	8.15%
#7 - Bell Roof Company	\$ 198,000.00			\$ 19,723.00		\$ 217,723.00	9.96%
#8 - Montgomery Hardware	\$ 411,740.00			\$ 5,985.00		\$ 417,725.00	1.45%
#9 - Queen City Glass Co.	\$ 454,994.00			\$ 9,785.00		\$ 464,779.00	2.15%
#10 - Caston Plastering & Drywall	\$ 1,945,585.00			\$ 22,476.00		\$ 1,968,061.00	1.16%
#11 - New Image Commercial Flooring	\$ 80,000.00	\$ 8,550.00		\$ 7,773.00		\$ 96,323.00	8.78%
#12 - Southcoast Acoustical Interiors	\$ 287,100.00	\$ 27,758.00		\$ 22,820.00		\$ 337,678.00	7.25%
#13 - J. Kel Painting & Wallcovering	\$ 142,755.00			\$ 6,982.00		\$ 149,737.00	4.89%
#14 - Inland Building Companies	\$ 1,264,000.00			\$ 8,370.00		\$ 1,272,370.00	0.66%
#15 - Inland Building Companies	\$ 293,300.00			\$ 12,841.00		\$ 306,141.00	4.38%
#16 - Daart Engineering Co.	\$ 208,535.00			\$ 1,902.00		\$ 210,437.00	0.91%
#17 - Pro Tec Mechanical	\$ 763,288.00	\$ 134,797.48		\$ 18,284.00		\$ 916,369.48	2.04%
#18 - Arrowhead Mechanical	\$ 1,247,000.00			\$ 104,978.00		\$ 1,351,978.00	8.42%
#19 - BEC Inc.	\$ 2,125,000.00	\$ 42,892.00		\$ 312,106.00		\$ 2,479,998.00	14.40%
#20 - Sierra Landscape	\$ 185,900.00	\$ 64,756.00		\$ 7,487.00		\$ 258,143.00	2.99%
AV - Spinitar	\$ 1,399,294.00			\$ 25,798.00		\$ 1,425,092.00	1.84%
Misc Bid Package - RVH Contractors	\$ 5,750.00					\$ 5,750.00	0.00%
TOTAL	\$ 18,197,653.00	\$ 338,163.48	\$ -	\$ 969,563.00	\$ -	\$ 19,505,379.48	5.23%

San Bernardino Valley College
CHANGE SUMMARY by PROJECT
MAINTENANCE and OPERATIONS
 (Including any contract amendments and change orders on the 12/08/11 agenda)

Dec. 08, 2011

Contractors	Original Contract Amount	Contract Amendments		Change Orders		New Contract Amount	Change Order % of Contract
		Previous	Pending	Previous	Pending		
Maintenance & Operations Building:							
#1 - Oakview Construction - Site	\$ 924,000.00	\$ 254,272.00		\$ 14,809.00		\$ 1,193,081.00	1.26%
#2 - Oakview Construction - Building	\$ 1,832,000.00	\$ 198,575.00		\$ 18,056.00		\$ 2,048,631.00	0.89%
Custodial Building:							
#1 - Lee & Stires	\$ 370,000.00	\$ 18,333.00		\$ 49,855.00		\$ 438,188.00	12.84%
#2 - Kclassic Engineering & Const., Inc.	\$ 915,000.00			\$ (7,401.00)		\$ 907,599.00	-0.81%
TOTAL	\$ 4,041,000.00	\$ 471,180.00	\$ -	\$ 75,319.00	\$ -	\$ 4,587,499.00	1.67%

NO NEW CHANGE ORDERS

San Bernardino Valley College
CHANGE SUMMARY by PROJECT
MEDIA / COMM

December 08, 2011

(Including any contract amendments and change orders on the 12/08/11 agenda)

Contractors	Original Contract Amount	Contract Amendments		Change Orders		New Contract Amount	Change Order % of Contract
		Previous	Pending	Previous	Pending		
#2 - Mountain Movers Engr. Const.	\$ 374,899.00	\$ 30,429.00		\$ 18,495.00		\$ 423,823.00	4.56%
#3 - RC Construction Services	\$ 1,129,000.00	\$ 8,373.00		\$ (1,053.00)		\$ 1,136,320.00	-0.09%
#4 - KCB Towers	\$ 1,363,340.00	\$ 7,039.00		\$ 7,811.00		\$ 1,378,190.00	0.57%
#5 - K&Z Cabinets	\$ 24,520.00			\$ 575.00		\$ 25,095.00	2.35%
#6 - RB Sheet Metal	\$ 280,000.00			\$ 4,651.50		\$ 284,651.50	1.66%
#7 - Bell Roof Co.	\$ 283,673.00			\$ (18,712.00)		\$ 264,961.00	-6.60%
#8 - Montgomery Hardware	\$ 217,700.00			\$ 21,653.00		\$ 239,353.00	9.95%
#9 - Roy E. Whitehead	\$ 329,675.00			\$ 25,876.30		\$ 355,551.30	7.85%
#10 - Sierra Lathing Co.	\$ 820,000.00			\$ 68,755.00		\$ 888,755.00	8.38%
#11 - Pro Spectra	\$ 119,850.00			\$ 1,098.00		\$ 120,948.00	0.92%
#12 - Southcoast Acoustical Interiors	\$ 45,500.00			\$ 393.00		\$ 45,893.00	0.86%
#13 - Alonso Painting	\$ 59,000.00			\$ 493.00		\$ 59,493.00	0.84%
#14 - RVH Constructors	\$ 212,700.00			\$ 8,339.00		\$ 221,039.00	3.92%
#16 - J.G. Tate Fire Protection	\$ 151,111.00			\$ 1,357.00		\$ 152,468.00	0.90%
#17 - Pro-Tech Mechanical	\$ 422,925.00	\$ 19,125.00		\$ 14,111.00		\$ 456,161.00	3.19%
#18 - West Tech Mechanical	\$ 1,000,000.00			\$ 85,555.00		\$ 1,085,555.00	8.56%
#19 - Daniels Electrical Construction	\$ 1,283,000.00	\$ 9,073.00		\$ 126,472.00		\$ 1,418,545.00	9.79%
#20 - America West Landscape	\$ 182,505.00	\$ 1,628.00		\$ 45.00		\$ 184,178.00	0.02%
#21 - Capstone Construction Co.	\$ 300,570.00					\$ 300,570.00	0.00%
#22 - TV Magic Inc.	\$ 2,006,894.00			\$ 200,510.00		\$ 2,207,404.00	9.99%
CT - WTS Western Tech Services / Vislink	\$ 774,384.00			\$ 63,527.00		\$ 837,911.00	8.20%
Misc Bid Package - RVH Contractors	\$ 7,828.00					\$ 7,828.00	0.00%
TOTAL	\$ 11,389,074.00	\$ 75,667.00	\$ -	\$ 629,951.80	\$ -	\$ 12,094,692.80	5.49%

San Bernardino Valley College
CHANGE SUMMARY by PROJECT
CHEMISTRY / SCIENCE

December 08, 2011

(Including any contract amendments and change orders on the 12/08/11 agenda)

Contractors	Original Contract Amount	Contract Amendments		Change Orders		New Contract Amount	Change Order % of Contract
		Previous	Pending	Previous	Pending		
#1A - Environmental Const. Group	\$ 96,900.00	\$ 28,740.00				\$ 125,640.00	0.00%
#1B - Ampco Contracting	\$ 410,000.00	\$ 18,890.00		\$ 9,005.00		\$ 437,895.00	2.10%
#2 - Crew Inc.	\$ 1,745,000.00	\$ 8,719.00		\$ 4,347.00		\$ 1,758,066.00	0.25%
#3 - RC Construction	\$ 2,409,000.00	\$ 35,244.00		\$ 127,142.00	\$ (3,990.00)	\$ 2,567,396.00	5.04%
#4 - ACSS, Inc.	\$ 3,398,000.00			\$ 147,403.00		\$ 3,545,403.00	4.34%
#5 - Advanced Lab Concepts	\$ 1,130,171.00			\$ 8,691.00		\$ 1,138,862.00	0.77%
#6 - Crowner Sheet Metal	\$ 386,300.00			\$ (4,816.00)		\$ 381,484.00	-1.25%
#7 - Stone Roofing Co.	\$ 251,600.00			\$ 17,127.00		\$ 268,727.00	6.81%
#8 - Montgomery Hardware	\$ 293,970.00			\$ 6,118.00		\$ 300,088.00	2.08%
#9 - Perfection Glass	\$ 443,600.00			\$ 5,520.00		\$ 449,120.00	1.24%
#10 - Caston Plastering & Drywall	\$ 1,985,585.00	\$ 1,705.00		\$ (78,429.00)		\$ 1,908,861.00	-3.95%
#11 - Empire Floor Covering	\$ 305,750.00					\$ 305,750.00	0.00%
#12 - Southcoast Acoustical Interiors	\$ 336,870.00			\$ 9,057.00		\$ 345,927.00	2.69%
#13 - Prime Painting Contractors	\$ 143,750.00			\$ (91.00)		\$ 143,659.00	-0.06%
#14 - Inland Building Construction	\$ 683,000.00			\$ 6,175.00		\$ 689,175.00	0.90%
#15 - RVH Constructors	\$ 311,000.00			\$ 77,500.00		\$ 388,500.00	24.92%
#16 - Fisher, Inc.	\$ 199,000.00			\$ 1,915.00		\$ 200,915.00	0.96%
#17 - Fisher, Inc.	\$ 1,546,235.00	\$ 53,704.00		\$ 41,548.00		\$ 1,641,487.00	2.60%
#18 - Coutts Heating & Cooling	\$ 3,347,000.00	\$ 11,979.00		\$ 224,337.00		\$ 3,583,316.00	6.68%
#19 - RDM Electrical	\$ 2,311,800.00	\$ 91,534.00		\$ 210,463.00	\$ 14,538.00	\$ 2,628,335.00	9.36%
#20 - Marina Landscaping	\$ 299,000.00			\$ 19,815.00		\$ 318,815.00	6.63%
#21A - Miller Environmental	\$ 381,000.00			\$ (33,000.00)		\$ 348,000.00	-8.66%
#21B - AMPCO Contracting	\$ 364,000.00					\$ 364,000.00	0.00%
Western Audio Visual	\$ 818,310.19			\$ (53,090.69)		\$ 765,219.50	-6.49%
Misc Bid Package - RVH Contractors	\$ 61,422.00					\$ 61,422.00	0.00%
Nature Tech	\$ 59,537.00					\$ 59,537.00	0.00%
American Wrecking	\$ 354,770.00				\$ (10,880.78)	\$ 343,889.22	-3.07%
Graebel Relocation Services	\$ 23,974.00					\$ 23,974.00	0.00%
Mobile Modular-Lease	\$ 447,319.00			\$ 123,849.69		\$ 571,168.69	27.69%
Silvercreek Industries-Purchase	\$ 163,974.00			\$ 35,150.43		\$ 199,124.43	21.44%
Fast-Track Construction	\$ 828,000.00	\$ 138,246.00		\$ 245,316.00		\$ 1,211,562.00	25.39%
Bon Air, Inc.	\$ 296,000.00	\$ 10,802.00				\$ 306,802.00	0.00%
TOTAL	\$ 25,831,837.19	\$ 399,563.00	\$ -	\$ 1,151,052.43	\$ (332.78)	\$ 27,382,119.84	4.39%

San Bernardino Valley College
CHANGE SUMMARY by PROJECT
STUDENT HEALTH SERVICES

December 08, 2011

(Including any contract amendments and change orders on the 12/08/11 agenda)

Contractors	Original Contract Amount	Contract Amendments		Change Orders		New Contract Amount	Change Order % of Contract
		Previous	Pending	Previous	Pending		
PCN3	\$ 338,000.00			\$ 19,282.00		\$ 357,282.00	5.70%
Modular Structures Int'l, Inc.	\$ 709,967.00			\$ 6,705.00		\$ 716,672.00	0.94%
TOTAL	\$ 1,047,967.00	\$ -	\$ -	\$ 25,987.00	\$ -	\$ 1,073,954.00	2.48%

NO NEW CHANGE ORDERS

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Bruce Baron, Chancellor
REVIEWED BY: Charlie Ng, Vice Chancellor, Fiscal Services
PREPARED BY: Crispina Ongoco, Director of Fiscal Services
DATE: December 8, 2011
SUBJECT: Budget Report

RECOMMENDATION

This item is for information only and no action is required.

OVERVIEW

This summary budget report is submitted monthly to the Board of Trustees for their review.

ANALYSIS

This revenue and expenditure report is for the period of October 31, 2011 to November 20, 2011. It reflects summary information for all District funds, grouped by category within each fund.

As of November 20, 2011, we have spent or encumbered about 38.0% of our budgeted general funds and are 39.2% through the fiscal year. This indicates that our rate of spending is in line with our annual budget.

BOARD IMPERATIVE

III. Resource Management for Efficiency, Effectiveness, and Excellence

FINANCIAL IMPLICATIONS

Since this an information item, there are no financial implications.



Budget Revenue & Expenditure Summary Year to Date 11/20/11

Revenues by Fund	Budget	YTD Revenues	% Received	% of Year
01 General Fund*	90,130,065	27,969,108	31.0	39.2
21 Bond Interest & Redemption	16,188,000	0	0.0	39.2
41 Capital Outlay Projects Fund	1,153,670	852,483	73.9	39.2
42 Bond Construction Fund	1,080,000	292,740	27.1	39.2
68 Retiree Benefit Fund	1,624,468	1,602,623	98.7	39.2
69 Employee Load Banking Trust Fund	850	138.05	16.2	39.2
72 Child Development Fund	2,104,750	868,548	41.3	39.2
73 Student Body Center Fee Fund	249,070	148,227	59.5	39.2
74 KVCR Fund	3,057,854	1,753,528	57.3	39.2
76 Investment Trust Fund – San Manuel	2,503,000	546.53	0.0	39.2
78 Self Insurance-Liability Fund	753,500	750,699	99.6	39.2
84 Workers Compensation Fund*	1,405,000	320,928	22.8	39.2

Expenses by Fund	Budget	YTD Expenses & Encumbrances	% Expensed & Encumbered	% of Year
01 General Fund*	96,335,348	36,587,375	38.0	39.2
21 Bond Interest & Redemption	22,437,353	0	0.0	39.2
41 Capital Outlay Projects Fund	7,900,349	1,570,389	19.9	39.2
42 Bond Construction Fund	123,318,933	34,141,392	27.7	39.2
68 Retiree Benefit Fund	2,356,676	503,309	21.4	39.2
69 Employee Load Banking Trust Fund	850	0	0.0	39.2
72 Child Development Fund*	2,068,133	717,956	34.7	39.2
73 Student Body Center Fee Fund	276,070	60,963	22.1	39.2
74 KVCR Fund*	3,059,254	1,415,561	46.3	39.2
76 Investment Trust Fund – San Manuel	740,592	165,716	22.4	39.2
78 Self Insurance-Liability Fund	795,000	554,211	69.7	39.2
84 Workers Compensation Fund*	1,358,000	486,802	35.8	39.2

*Regular patterns of activity throughout the year.

Fund: 01 GENERAL FUND

SUMMARY BY OBJECT	WORKING BUDGET	EXPENDED/RECEIVED CURRENT	EXPENDED/RECEIVED YEAR TO DATE	%	PENDED/ENCUMBERED	UNENCUMBERED BALANCE	%
8100.00 FEDERAL HEA REVENUES	7,735,707.86	395,964.82	756,611.83	9.7	0.00	6,979,096.03	90.2
8600.00 STATE REVENUES	62,647,227.21	0.00	23,692,064.66	37.8	0.00	38,955,162.55	62.1
8800.00 LOCAL REVENUES	20,216,622.10	202,597.20	3,466,687.22	17.1	0.00	16,749,934.88	82.8
8900.00 OTHER FINANCING SOURCES	530,507.42	0.00	53,744.42	10.1	0.00	476,763.00	89.8
TOTAL: 8000	91,130,064.59	598,562.02	27,969,108.13	30.6	0.00	63,160,956.46	69.3
1100.00 CONTRACT CLASSROOM INST.	15,006,907.90	1,449,760.88	4,422,163.48	29.4	0.00	10,584,744.42	70.5
1200.00 CONTRACT CERT. ADMINISTRATORS	8,437,232.47	631,720.23	2,541,246.19	30.1	0.00	5,895,986.28	69.8
1300.00 INSTRUCTORS DAY/HOURLY	7,043,110.00	743,900.10	2,252,041.21	31.9	0.00	4,791,068.79	68.0
1400.00 NON-INSTRUCTION HOURLY CERT.	961,894.06	83,758.69	267,627.02	27.8	0.00	694,267.04	72.1
TOTAL: 1000	31,449,144.43	2,909,139.90	9,483,077.90	30.1	0.00	21,966,066.53	69.8
2100.00 CONTRACT CLASSIFIED NON-INSTR.	17,181,061.21	1,375,299.79	5,498,784.14	32.0	0.00	11,682,277.07	67.9
2200.00 INSTRUCTIONAL AIDS	1,306,406.40	106,252.00	417,287.83	31.9	0.00	889,118.57	68.0
2300.00 NON-INSTRUCTION HOURLY CLASS.	1,695,636.98	144,024.74	432,421.32	25.5	0.00	1,263,215.66	74.4
2400.00 INST AIDES-HOURLY- DIR.INSTRUC	1,042,404.00	91,420.98	184,714.54	17.7	0.00	857,689.46	82.2
TOTAL: 2000	21,225,508.59	1,716,997.51	6,533,207.83	30.7	0.00	14,692,300.76	69.2
3100.00 CERTIFICATED RETIREMENT	2,337,857.11	208,277.74	681,099.29	29.1	0.00	1,656,757.82	70.8
3200.00 CLASSIFIED RETIREMENT	2,256,359.53	177,598.65	718,178.53	31.8	0.00	1,538,181.00	68.1
3300.00 OASDHI/FICA	2,024,945.89	164,874.02	632,406.41	31.2	0.00	1,392,539.48	68.7
3400.00 HEALTH AND WELFARE BENEFITS	7,055,229.85	545,820.35	2,193,497.83	31.0	0.00	4,861,732.02	68.9
3500.00 STATE UNEMPLOYMENT INSURANCE	884,665.27	98,627.07	289,221.65	32.6	0.00	595,443.62	67.3
3600.00 WORKERS COMPENSATION INSURANCE	979,869.00	79,025.00	316,425.93	32.2	0.00	663,443.07	67.7
3900.00 OTHER BENEFITS	212,330.53	17,933.72	72,520.93	34.1	0.00	139,809.60	65.8
TOTAL: 3000	15,751,257.18	1,292,156.55	4,903,350.57	31.1	0.00	10,847,906.61	68.8
4100.00 TEXTBOOKS	29,506.00	120.68	1,302.64	4.4	1,760.50	26,442.86	89.6
4200.00 BOOK,MAGAZINE&PERIOD-DIST.USE	103,844.58	7,832.05	12,209.91	11.7	13,772.66	77,862.01	74.9
4300.00 INSTRUCTIONAL SUPPLIES	461,354.01	13,077.70	153,326.08	33.2	59,002.44	249,025.49	53.9
4400.00 MEDIA AND SOFTWARE-DISTRCT USE	107,020.06	3,274.15	9,993.38	9.3	13,136.52	83,890.16	78.3
4500.00 NONINSTRUCTIONAL SUPPLIES	1,218,284.71	47,495.20	250,549.24	20.5	401,506.52	566,228.95	46.4
4700.00 FOOD SUPPLIES	30,400.00	1,675.96	2,467.53	8.1	26,832.47	1,100.00	3.6
TOTAL: 4000	1,950,409.36	73,475.74	429,848.78	22.0	516,011.11	1,004,549.47	51.5
5100.00 PERSON&CONSULTANT SVC-DIST USE	5,621,536.49	206,404.39	830,422.82	14.7	2,518,450.06	2,272,663.61	40.4
5200.00 TRAVEL & CONFERENCE EXPENSES	681,596.60	35,801.51	129,072.41	18.9	72,255.81	480,268.38	70.4
5300.00 POST/DUES/MEMBERSHIPS-DIST.USE	405,124.92	7,699.13	179,546.95	44.3	70,371.93	155,206.04	38.3
5400.00 INSURANCES - DISTRICT USE	127,643.00	0.00	126,357.00	98.9	0.00	1,286.00	1.0
5500.00 UTILITIES & HOUSEKEEP-DIST.USE	3,142,797.34	59,226.19	1,117,392.89	35.5	1,771,698.74	253,705.71	8.0
5600.00 RENTS,LEASES&REPAIRS-DIST.USE	2,303,356.63	205,367.35	826,653.96	35.8	746,861.45	729,841.22	31.6
5700.00 LEGAL/ELECTION/AUDIT-DIST. USE	777,250.00	85,456.88	88,437.68	11.3	307,732.27	381,080.05	49.0
5800.00 OTHER OPERATING EXP-DIST. USE	5,615,941.79	89,147.32	634,367.81	11.2	333,487.79	4,648,086.19	82.7
5900.00 INTERPROGRAM CHARGES-DIST.USE	180.00	0.00	0.00	.0	0.00	180.00	100.0
TOTAL: 5000	18,675,426.77	689,102.77	3,932,251.52	21.0	5,820,858.05	8,922,317.20	47.7

Fund: 01 GENERAL FUND

SUMMARY BY OBJECT	WORKING BUDGET	EXPENDED/RECEIVED CURRENT	YEAR TO DATE	%	PENDED/ ENCUMBERED	UNENCUMBERED BALANCE	%
TOTAL: 1000-5999	89,051,746.33	6,680,872.47	25,281,736.60	28.3	6,336,869.16	57,433,140.57	64.4
6100.00 SITES & IMPROVEMENTS-DIST. USE	240,467.00	0.00	0.00	.0	30,246.00	210,221.00	87.4
6200.00 BUILDINGS&IMPROVEMENT-DIST. USE	88,787.50	0.00	1,022.03	1.1	12,566.92	75,198.55	84.6
6300.00 LIBRARY BOOKS - EXPANSION	137,295.63	1,834.62	14,235.96	10.3	33,245.95	89,813.72	65.4
6400.00 ADDITIONAL/IMPROVED EQUIPMENT	1,638,165.23	45,345.35	256,097.57	15.6	78,271.00	1,303,796.66	79.5
TOTAL: 6000	2,104,715.36	47,179.97	271,355.56	12.8	154,329.87	1,679,029.93	79.7
TOTAL: 1000-6999	91,156,461.69	6,728,052.44	25,553,092.16	28.0	6,491,199.03	59,112,170.50	64.8
7200.00 INTRAFUND TRANSFERS OUT	475,913.00	0.00	0.00	.0	0.00	475,913.00	100.0
7300.00 INTERFUND TRANSFERS	4,159,960.00	0.00	4,159,960.00	100.0	0.00	0.00	.0
7500.00 OTHER OUTGO-STUDENT FIN AID	44,100.00	0.00	0.00	.0	21,000.00	23,100.00	52.3
7600.00 OTHER STUDENT AID	498,913.35	3,641.12	136,842.37	27.4	225,281.69	136,789.29	27.4
TOTAL: 7000	5,178,886.35	3,641.12	4,296,802.37	82.9	246,281.69	635,802.29	12.2
TOTAL: 1000-7999	96,335,348.04	6,731,693.56	29,849,894.53	30.9	6,737,480.72	59,747,972.79	62.0

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 ALL FUNDS
 72 San Bernardino Community Col

BEST NET CONSORTIUM
 BUDGET SUMMARY REPORT
 10/31/2011 TO 11/20/2011

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Fund: 01 GENERAL FUND

SUMMARY

SUMMARY BY OBJECT		WORKING BUDGET	EXPENDED/RECEIVED CURRENT YEAR TO DATE		%	PENDED/ ENCUMBERED	UNENCUMBERED BALANCE	%
TOTAL INCOME	(8000 - 8999)	91,130,064.59	598,562.02	27,969,108.13	30.6	0.00	63,160,956.46	69.3
TOTAL:	1000-5999	89,051,746.33	6,680,872.47	25,281,736.60	28.3	6,336,869.16	57,433,140.57	64.4
TOTAL:	1000-6999	91,156,461.69	6,728,052.44	25,553,092.16	28.0	6,491,199.03	59,112,170.50	64.8
TOTAL:	1000-7999	96,335,348.04	6,731,693.56	29,849,894.53	30.9	6,737,480.72	59,747,972.79	62.0
TOTAL EXPENSES	(1000 - 7999)	96,335,348.04	6,731,693.56	29,849,894.53	30.9	6,737,480.72	59,747,972.79	62.0

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Fund: 21 BOND INTEREST AND REDEMPTION

SUMMARY BY OBJECT	WORKING BUDGET	EXPENDED/RECEIVED CURRENT	YEAR TO DATE	%	PENDED/ ENCUMBERED	UNENCUMBERED BALANCE	%
8600.00 STATE REVENUES	260,000.00	0.00	0.00	.0	0.00	260,000.00	100.0
8800.00 LOCAL REVENUES	15,928,000.00	0.00	0.00	.0	0.00	15,928,000.00	100.0
TOTAL: 8000	16,188,000.00	0.00	0.00	.0	0.00	16,188,000.00	100.0
7100.00 DEBT RETIREMENT	22,437,353.00	0.00	0.00	.0	0.00	22,437,353.00	100.0
TOTAL: 7000	22,437,353.00	0.00	0.00	.0	0.00	22,437,353.00	100.0
TOTAL: 1000-7999	22,437,353.00	0.00	0.00	.0	0.00	22,437,353.00	100.0

Fund: 21 BOND INTEREST AND REDEMPTION SUMMARY

SUMMARY BY OBJECT		WORKING BUDGET	EXPENDED/RECEIVED CURRENT	YEAR TO DATE	%	PENDED/ ENCUMBERED	UNENCUMBERED BALANCE	%
TOTAL INCOME	(8000 - 8999)	16,188,000.00	0.00	0.00	.0	0.00	16,188,000.00	100.0
TOTAL:	1000-5999	0.00	0.00	0.00	.0	0.00	0.00	.0
TOTAL:	1000-6999	0.00	0.00	0.00	.0	0.00	0.00	.0
TOTAL:	1000-7999	22,437,353.00	0.00	0.00	.0	0.00	22,437,353.00	100.0
TOTAL EXPENSES	(1000 - 7999)	22,437,353.00	0.00	0.00	.0	0.00	22,437,353.00	100.0

Fund: 41 CAPITAL OUTLAY PROJECTS FUND

SUMMARY BY OBJECT	WORKING BUDGET	EXPENDED/RECEIVED CURRENT	YEAR TO DATE	%	PENDED/ENCUMBERED	UNENCUMBERED BALANCE	%
8600.00 STATE REVENUES	518,782.68	0.00	335,531.96	64.6	0.00	183,250.72	35.3
8800.00 LOCAL REVENUES	634,887.00	29,140.42	516,951.18	81.4	0.00	117,935.82	18.5
TOTAL: 8000	1,153,669.68	29,140.42	852,483.14	73.8	0.00	301,186.54	26.1
4500.00 NONINSTRUCTIONAL SUPPLIES	305,120.00	0.00	11,046.43	3.6	4,203.31	289,870.26	95.0
TOTAL: 4000	305,120.00	0.00	11,046.43	3.6	4,203.31	289,870.26	95.0
5100.00 PERSON&CONSULTANT SVC-DIST USE	70,000.00	13,175.16	34,428.31	49.1	15,571.69	20,000.00	28.5
5600.00 RENTS,LEASES&REPAIRS-DIST.USE	567,433.00	15,663.66	37,092.97	6.5	40,557.00	489,783.03	86.3
5800.00 OTHER OPERATING EXP-DIST. USE	37,387.00	0.00	0.00	.0	0.00	37,387.00	100.0
TOTAL: 5000	674,820.00	28,838.82	71,521.28	10.5	56,128.69	547,170.03	81.0
TOTAL: 1000-5999	979,940.00	28,838.82	82,567.71	8.4	60,332.00	837,040.29	85.4
6100.00 SITES & IMPROVEMENTS-DIST. USE	100,039.66	0.00	5,985.11	5.9	0.00	94,054.55	94.0
6200.00 BUILDINGS&IMPROVEMENT-DIST.USE	4,505,787.43	3,095.00	7,642.00	.1	0.00	4,498,145.43	99.8
6400.00 ADDITIONAL/IMPROVED EQUIPMENT	1,761,706.42	464,224.65	533,708.42	30.2	827,278.32	400,719.68	22.7
TOTAL: 6000	6,367,533.51	467,319.65	547,335.53	8.5	827,278.32	4,992,919.66	78.4
TOTAL: 1000-6999	7,347,473.51	496,158.47	629,903.24	8.5	887,610.32	5,829,959.95	79.3
7300.00 INTERFUND TRANSFERS	52,875.00	0.00	52,875.00	100.0	0.00	0.00	.0
7900.00 RESERVE FOR CONTINGENCIES	500,000.00	0.00	0.00	.0	0.00	500,000.00	100.0
TOTAL: 7000	552,875.00	0.00	52,875.00	9.5	0.00	500,000.00	90.4
TOTAL: 1000-7999	7,900,348.51	496,158.47	682,778.24	8.6	887,610.32	6,329,959.95	80.1

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Fund: 41 CAPITAL OUTLAY PROJECTS FUND SUMMARY

SUMMARY BY OBJECT		WORKING BUDGET	EXPENDED/ CURRENT	RECEIVED YEAR TO DATE	%	PENDED/ ENCUMBERED	UNENCUMBERED BALANCE	%
TOTAL INCOME	(8000 - 8999)	1,153,669.68	29,140.42	852,483.14	73.8	0.00	301,186.54	26.1
TOTAL:	1000-5999	979,940.00	28,838.82	82,567.71	8.4	60,332.00	837,040.29	85.4
TOTAL:	1000-6999	7,347,473.51	496,158.47	629,903.24	8.5	887,610.32	5,829,959.95	79.3
TOTAL:	1000-7999	7,900,348.51	496,158.47	682,778.24	8.6	887,610.32	6,329,959.95	80.1
TOTAL EXPENSES	(1000 - 7999)	7,900,348.51	496,158.47	682,778.24	8.6	887,610.32	6,329,959.95	80.1

Fund: 42 REVENUE BOND CONSTRUCTION FU

SUMMARY BY OBJECT	WORKING BUDGET	EXPENDED/RECEIVED CURRENT	YEAR TO DATE	%	PENDED/ ENCUMBERED	UNENCUMBERED BALANCE	%
8800.00 LOCAL REVENUES	1,080,000.00	214,061.04	292,739.55	27.1	0.00	787,260.45	72.8
TOTAL: 8000	1,080,000.00	214,061.04	292,739.55	27.1	0.00	787,260.45	72.8
1200.00 CONTRACT CERT. ADMINISTRATORS	20,000.00	0.00	0.00	.0	0.00	20,000.00	100.0
TOTAL: 1000	20,000.00	0.00	0.00	.0	0.00	20,000.00	100.0
2100.00 CONTRACT CLASSIFIED NON-INSTR.	43,960.00	5,779.20	11,558.40	26.2	0.00	32,401.60	73.7
TOTAL: 2000	43,960.00	5,779.20	11,558.40	26.2	0.00	32,401.60	73.7
3200.00 CLASSIFIED RETIREMENT	0.00	631.26	1,262.52	100.0	0.00	1,262.52-	.0
3300.00 OASDHI/FICA	0.00	442.11	884.22	100.0	0.00	884.22-	.0
3400.00 HEALTH AND WELFARE BENEFITS	0.00	803.80	1,607.60	100.0	0.00	1,607.60-	.0
3500.00 STATE UNEMPLOYMENT INSURANCE	0.00	93.05	186.10	100.0	0.00	186.10-	.0
3600.00 WORKERS COMPENSATION INSURANCE	0.00	100.00	200.00	100.0	0.00	200.00-	.0
3900.00 OTHER BENEFITS	0.00	4.87	9.74	100.0	0.00	9.74-	.0
TOTAL: 3000	0.00	2,075.09	4,150.18	100.0	0.00	4,150.18-	.0
4500.00 NONINSTRUCTIONAL SUPPLIES	4,000.00	0.00	0.00	.0	0.00	4,000.00	100.0
TOTAL: 4000	4,000.00	0.00	0.00	.0	0.00	4,000.00	100.0
5100.00 PERSON&CONSULTANT SVC-DIST USE	679,000.00	1,224.44	5,212.94	.7	305,406.28	368,380.78	54.2
5400.00 INSURANCES - DISTRICT USE	39,000.00	0.00	0.00	.0	0.00	39,000.00	100.0
5600.00 RENTS,LEASES&REPAIRS-DIST.USE	522,000.00	0.00	45,568.04	8.7	303,141.96	173,290.00	33.1
5700.00 LEGAL/ELECTION/AUDIT-DIST. USE	272,420.50	19,411.33	40,600.53	14.9	101,119.47	130,700.50	47.9
5800.00 OTHER OPERATING EXP-DIST. USE	21,787.50	0.00	5,750.00	26.3	7,825.00	8,212.50	37.6
TOTAL: 5000	1,534,208.00	20,635.77	97,131.51	6.3	717,492.71	719,583.78	46.9
TOTAL: 1000-5999	1,602,168.00	28,490.06	112,840.09	7.0	717,492.71	771,835.20	48.1
6100.00 SITES & IMPROVEMENTS-DIST. USE	21,313,323.00	212,694.62	2,496,424.13	11.7	3,345,222.67	15,471,676.20	72.5
6200.00 BUILDINGS&IMPROVEMENT-DIST.USE	92,638,192.00	245,227.22	4,873,079.11	5.2	22,280,320.29	65,484,792.60	70.6
6400.00 ADDITIONAL/IMPROVED EQUIPMENT	7,765,250.00	15,936.66	182,449.85	2.3	133,563.11	7,449,237.04	95.9
TOTAL: 6000	121,716,765.00	473,858.50	7,551,953.09	6.2	25,759,106.07	88,405,705.84	72.6
TOTAL: 1000-6999	123,318,933.00	502,348.56	7,664,793.18	6.2	26,476,598.78	89,177,541.04	72.3

Fund: 42 REVENUE BOND CONSTRUCTION FU SUMMARY

SUMMARY BY OBJECT		WORKING BUDGET	EXPENDED/RECEIVED		%	PENDED/ENCUMBERED	UNENCUMBERED BALANCE	%
			CURRENT	YEAR TO DATE				
TOTAL INCOME	(8000 - 8999)	1,080,000.00	214,061.04	292,739.55	27.1	0.00	787,260.45	72.8
TOTAL:	1000-5999	1,602,168.00	28,490.06	112,840.09	7.0	717,492.71	771,835.20	48.1
TOTAL:	1000-6999	123,318,933.00	502,348.56	7,664,793.18	6.2	26,476,598.78	89,177,541.04	72.3
TOTAL:	1000-7999	123,318,933.00	502,348.56	7,664,793.18	6.2	26,476,598.78	89,177,541.04	72.3
TOTAL EXPENSES	(1000 - 7999)	123,318,933.00	502,348.56	7,664,793.18	6.2	26,476,598.78	89,177,541.04	72.3

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Fund: 51 BOOKSTORE FUND

SUMMARY BY OBJECT	WORKING BUDGET	EXPENDED/RECEIVED CURRENT	YEAR TO DATE	%	PENDED/ ENCUMBERED	UNENCUMBERED BALANCE	%
8800.00 LOCAL REVENUES	0.00	166.84	166.84	100.0	0.00	166.84-	.0
TOTAL: 8000	0.00	166.84	166.84	100.0	0.00	166.84-	.0

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Fund: 51 BOOKSTORE FUND SUMMARY

SUMMARY BY OBJECT		WORKING BUDGET	EXPENDED/ CURRENT	RECEIVED YEAR TO DATE	%	PENDED/ ENCUMBERED	UNENCUMBERED BALANCE	%
TOTAL INCOME	(8000 - 8999)	0.00	166.84	166.84	100.0	0.00	166.84-	.0
TOTAL:	1000-5999	0.00	0.00	0.00	.0	0.00	0.00	.0
TOTAL:	1000-6999	0.00	0.00	0.00	.0	0.00	0.00	.0
TOTAL:	1000-7999	0.00	0.00	0.00	.0	0.00	0.00	.0
TOTAL EXPENSES	(1000 - 7999)	0.00	0.00	0.00	.0	0.00	0.00	.0

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Fund: 68 RETIREE BENEFIT FUND

SUMMARY BY OBJECT	WORKING BUDGET	EXPENDED/RECEIVED CURRENT	YEAR TO DATE	%	PENDED/ ENCUMBERED	UNENCUMBERED BALANCE	%
8800.00 LOCAL REVENUES	24,000.00	2,155.46	2,155.46	8.9	0.00	21,844.54	91.0
8900.00 OTHER FINANCING SOURCES	1,600,468.00	0.00	1,600,468.00	100.0	0.00	0.00	.0
TOTAL: 8000	1,624,468.00	2,155.46	1,602,623.46	98.6	0.00	21,844.54	1.3
3300.00 OASDHI/FICA	88.00	20.89	42.67	48.4	0.00	45.33	51.5
3400.00 HEALTH AND WELFARE BENEFITS	478,772.00	40,355.76	160,879.15	33.6	0.00	317,892.85	66.3
3500.00 STATE UNEMPLOYMENT INSURANCE	144.00	11.69	47.96	33.3	0.00	96.04	66.6
3900.00 OTHER BENEFITS	1,877,672.00	750.00	342,339.00	18.2	0.00	1,535,333.00	81.7
TOTAL: 3000	2,356,676.00	41,138.34	503,308.78	21.3	0.00	1,853,367.22	78.6
TOTAL: 1000-5999	2,356,676.00	41,138.34	503,308.78	21.3	0.00	1,853,367.22	78.6

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Fund: 68 RETIREE BENEFIT FUND SUMMARY

SUMMARY BY OBJECT		WORKING BUDGET	EXPENDED/RECEIVED CURRENT	YEAR TO DATE	%	PENDED/ENCUMBERED	UNENCUMBERED BALANCE	%
TOTAL INCOME	(8000 - 8999)	1,624,468.00	2,155.46	1,602,623.46	98.6	0.00	21,844.54	1.3
TOTAL:	1000-5999	2,356,676.00	41,138.34	503,308.78	21.3	0.00	1,853,367.22	78.6
TOTAL:	1000-6999	2,356,676.00	41,138.34	503,308.78	21.3	0.00	1,853,367.22	78.6
TOTAL:	1000-7999	2,356,676.00	41,138.34	503,308.78	21.3	0.00	1,853,367.22	78.6
TOTAL EXPENSES	(1000 - 7999)	2,356,676.00	41,138.34	503,308.78	21.3	0.00	1,853,367.22	78.6

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Fund: 69 EMPL LOAD BANKING TRUST FUND

SUMMARY BY OBJECT	WORKING BUDGET	EXPENDED/RECEIVED CURRENT	YEAR TO DATE	%	PENDED/ ENCUMBERED	UNENCUMBERED BALANCE	%
8800.00 LOCAL REVENUES	850.00	138.05	138.05	16.2	0.00	711.95	83.7
TOTAL: 8000	850.00	138.05	138.05	16.2	0.00	711.95	83.7
7300.00 INTERFUND TRANSFERS	850.00	0.00	0.00	.0	0.00	850.00	100.0
TOTAL: 7000	850.00	0.00	0.00	.0	0.00	850.00	100.0
TOTAL: 1000-7999	850.00	0.00	0.00	.0	0.00	850.00	100.0

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Fund: 69 EMPL LOAD BANKING TRUST FUND SUMMARY

SUMMARY BY OBJECT		WORKING BUDGET	EXPENDED/RECEIVED CURRENT	YEAR TO DATE	%	PENDED/ ENCUMBERED	UNENCUMBERED BALANCE	%
TOTAL INCOME	(8000 - 8999)	850.00	138.05	138.05	16.2	0.00	711.95	83.7
TOTAL:	1000-5999	0.00	0.00	0.00	.0	0.00	0.00	.0
TOTAL:	1000-6999	0.00	0.00	0.00	.0	0.00	0.00	.0
TOTAL:	1000-7999	850.00	0.00	0.00	.0	0.00	850.00	100.0
TOTAL EXPENSES	(1000 - 7999)	850.00	0.00	0.00	.0	0.00	850.00	100.0

Fund: 72 CHILD DEVELOPMENT FUND

SUMMARY BY OBJECT	WORKING BUDGET	EXPENDED/RECEIVED			%	PENDED/ ENCUMBERED	UNENCUMBERED	
		CURRENT	YEAR TO DATE				BALANCE	%
8100.00 FEDERAL HEA REVENUES	146,820.00	4,609.57	30,459.43	20.7	0.00	116,360.57	79.2	
8600.00 STATE REVENUES	1,599,526.00	14,016.47	664,328.25	41.5	0.00	935,197.75	58.4	
8800.00 LOCAL REVENUES	208,676.00	16,390.89	24,032.54	11.5	0.00	184,643.46	88.4	
8900.00 OTHER FINANCING SOURCES	149,728.00	0.00	149,728.00	100.0	0.00	0.00	.0	
TOTAL: 8000	2,104,750.00	35,016.93	868,548.22	41.2	0.00	1,236,201.78	58.7	
2100.00 CONTRACT CLASSIFIED NON-INSTR.	1,103,292.00	87,334.98	344,016.84	31.1	0.00	759,275.16	68.8	
2300.00 NON-INSTRUCTION HOURLY CLASS.	155,984.00	13,587.12	29,003.36	18.5	0.00	126,980.64	81.4	
TOTAL: 2000	1,259,276.00	100,922.10	373,020.20	29.6	0.00	886,255.80	70.3	
3100.00 CERTIFICATED RETIREMENT	16,637.00	1,350.21	5,400.84	32.4	0.00	11,236.16	67.5	
3200.00 CLASSIFIED RETIREMENT	87,306.00	7,520.37	29,472.09	33.7	0.00	57,833.91	66.2	
3300.00 OASDHI/FICA	71,885.00	5,352.64	21,131.24	29.3	0.00	50,753.76	70.6	
3400.00 HEALTH AND WELFARE BENEFITS	352,176.00	29,191.09	116,764.36	33.1	0.00	235,411.64	66.8	
3500.00 STATE UNEMPLOYMENT INSURANCE	18,831.00	1,421.43	5,482.27	29.1	0.00	13,348.73	70.8	
3600.00 WORKERS COMPENSATION INSURANCE	58,500.00	4,750.00	19,125.00	32.6	0.00	39,375.00	67.3	
3900.00 OTHER BENEFITS	5,192.00	432.70	1,730.80	33.3	0.00	3,461.20	66.6	
TOTAL: 3000	610,527.00	50,018.44	199,106.60	32.6	0.00	411,420.40	67.3	
4300.00 INSTRUCTIONAL SUPPLIES	27,725.00	50.00	4,702.20	16.9	20,547.80	2,475.00	8.9	
4500.00 NONINSTRUCTIONAL SUPPLIES	42,970.00	1,684.01	10,011.73	23.2	26,661.11	6,297.16	14.6	
4700.00 FOOD SUPPLIES	112,697.00	5,151.32	26,766.12	23.7	55,233.88	30,697.00	27.2	
TOTAL: 4000	183,392.00	6,885.33	41,480.05	22.6	102,442.79	39,469.16	21.5	
5100.00 PERSON&CONSULTANT SVC-DIST USE	2,100.00	0.00	0.00	.0	0.00	2,100.00	100.0	
5200.00 TRAVEL & CONFERENCE EXPENSES	268.00	0.00	139.00	51.8	0.00	129.00	48.1	
5600.00 RENTS,LEASES&REPAIRS-DIST.USE	3,547.00	0.00	195.00	5.4	196.88	3,155.12	88.9	
5800.00 OTHER OPERATING EXP-DIST. USE	7,678.00	0.00	0.00	.0	1,375.00	6,303.00	82.0	
TOTAL: 5000	13,593.00	0.00	334.00	2.4	1,571.88	11,687.12	85.9	
TOTAL: 1000-5999	2,066,788.00	157,825.87	613,940.85	29.7	104,014.67	1,348,832.48	65.2	
6400.00 ADDITIONAL/IMPROVED EQUIPMENT	1,345.00	0.00	0.00	.0	0.00	1,345.00	100.0	
TOTAL: 6000	1,345.00	0.00	0.00	.0	0.00	1,345.00	100.0	
TOTAL: 1000-6999	2,068,133.00	157,825.87	613,940.85	29.6	104,014.67	1,350,177.48	65.2	

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Fund: 72 CHILD DEVELOPMENT FUND SUMMARY

SUMMARY BY OBJECT		WORKING BUDGET	EXPENDED/ CURRENT	RECEIVED YEAR TO DATE	%	PENDED/ ENCUMBERED	UNENCUMBERED BALANCE	%
TOTAL INCOME	(8000 - 8999)	2,104,750.00	35,016.93	868,548.22	41.2	0.00	1,236,201.78	58.7
TOTAL:	1000-5999	2,066,788.00	157,825.87	613,940.85	29.7	104,014.67	1,348,832.48	65.2
TOTAL:	1000-6999	2,068,133.00	157,825.87	613,940.85	29.6	104,014.67	1,350,177.48	65.2
TOTAL:	1000-7999	2,068,133.00	157,825.87	613,940.85	29.6	104,014.67	1,350,177.48	65.2
TOTAL EXPENSES	(1000 - 7999)	2,068,133.00	157,825.87	613,940.85	29.6	104,014.67	1,350,177.48	65.2

Fund: 73 STUDENT BODY CENTER FEE FUND

SUMMARY BY OBJECT	WORKING BUDGET	EXPENDED/RECEIVED CURRENT	YEAR TO DATE	%	PENDED/ ENCUMBERED	UNENCUMBERED BALANCE	%
8800.00 LOCAL REVENUES	249,070.00	4,081.51	148,227.26	59.5	0.00	100,842.74	40.4
TOTAL: 8000	249,070.00	4,081.51	148,227.26	59.5	0.00	100,842.74	40.4
2100.00 CONTRACT CLASSIFIED NON-INSTR.	84,134.00	4,957.00	14,746.00	17.5	0.00	69,388.00	82.4
2300.00 NON-INSTRUCTION HOURLY CLASS.	65,544.00	7,027.00	22,014.48	33.5	0.00	43,529.52	66.4
TOTAL: 2000	149,678.00	11,984.00	36,760.48	24.5	0.00	112,917.52	75.4
3200.00 CLASSIFIED RETIREMENT	9,190.00	541.46	1,610.72	17.5	0.00	7,579.28	82.4
3300.00 OASDHI/FICA	6,669.00	444.85	1,355.74	20.3	0.00	5,313.26	79.6
3400.00 HEALTH AND WELFARE BENEFITS	24,220.00	1,004.75	4,019.00	16.5	0.00	20,201.00	83.4
3500.00 STATE UNEMPLOYMENT INSURANCE	1,510.00	118.23	369.77	24.4	0.00	1,140.23	75.5
3600.00 WORKERS COMPENSATION INSURANCE	3,000.00	250.00	625.00	20.8	0.00	2,375.00	79.1
3900.00 OTHER BENEFITS	146.00	6.09	24.36	16.6	0.00	121.64	83.3
TOTAL: 3000	44,735.00	2,365.38	8,004.59	17.8	0.00	36,730.41	82.1
4200.00 BOOK,MAGAZINE&PERIOD-DIST.USE	500.00	0.00	0.00	.0	0.00	500.00	100.0
4500.00 NONINSTRUCTIONAL SUPPLIES	6,100.00	0.00	1,906.75	31.2	2,500.00	1,693.25	27.7
TOTAL: 4000	6,600.00	0.00	1,906.75	28.8	2,500.00	2,193.25	33.2
5100.00 PERSON&CONSULTANT SVC-DIST USE	1,500.00	0.00	0.00	.0	0.00	1,500.00	100.0
5200.00 TRAVEL & CONFERENCE EXPENSES	1,000.00	0.00	0.00	.0	0.00	1,000.00	100.0
5600.00 RENTS,LEASES&REPAIRS-DIST.USE	5,516.25	0.00	983.21	17.8	924.00	3,609.04	65.4
5800.00 OTHER OPERATING EXP-DIST. USE	4,800.00	0.00	0.00	.0	0.00	4,800.00	100.0
TOTAL: 5000	12,816.25	0.00	983.21	7.6	924.00	10,909.04	85.1
TOTAL: 1000-5999	213,829.25	14,349.38	47,655.03	22.2	3,424.00	162,750.22	76.1
6400.00 ADDITIONAL/IMPROVED EQUIPMENT	58,800.75	0.00	0.00	.0	9,883.69	48,917.06	83.1
TOTAL: 6000	58,800.75	0.00	0.00	.0	9,883.69	48,917.06	83.1
TOTAL: 1000-6999	272,630.00	14,349.38	47,655.03	17.4	13,307.69	211,667.28	77.6
7900.00 RESERVE FOR CONTINGENCIES	3,440.00	0.00	0.00	.0	0.00	3,440.00	100.0
TOTAL: 7000	3,440.00	0.00	0.00	.0	0.00	3,440.00	100.0
TOTAL: 1000-7999	276,070.00	14,349.38	47,655.03	17.2	13,307.69	215,107.28	77.9

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Fund: 73 STUDENT BODY CENTER FEE FUND SUMMARY

SUMMARY BY OBJECT		WORKING BUDGET	EXPENDED/RECEIVED CURRENT YEAR TO DATE		%	PENDED/ ENCUMBERED	UNENCUMBERED BALANCE	%
TOTAL INCOME	(8000 - 8999)	249,070.00	4,081.51	148,227.26	59.5	0.00	100,842.74	40.4
TOTAL:	1000-5999	213,829.25	14,349.38	47,655.03	22.2	3,424.00	162,750.22	76.1
TOTAL:	1000-6999	272,630.00	14,349.38	47,655.03	17.4	13,307.69	211,667.28	77.6
TOTAL:	1000-7999	276,070.00	14,349.38	47,655.03	17.2	13,307.69	215,107.28	77.9
TOTAL EXPENSES	(1000 - 7999)	276,070.00	14,349.38	47,655.03	17.2	13,307.69	215,107.28	77.9

Fund: 74 KVC R FUND

SUMMARY BY OBJECT	WORKING BUDGET	EXPENDED/RECEIVED CURRENT	YEAR TO DATE	%	PENDED/ENCUMBERED	UNENCUMBERED BALANCE	%
8800.00 LOCAL REVENUES	1,398,089.54	79,989.32-	93,763.70	6.7	0.00	1,304,325.84	93.2
8900.00 OTHER FINANCING SOURCES	1,659,764.00	0.00	1,659,764.00	100.0	0.00	0.00	.0
TOTAL: 8000	3,057,853.54	79,989.32-	1,753,527.70	57.3	0.00	1,304,325.84	42.6
2100.00 CONTRACT CLASSIFIED NON-INSTR.	1,402,152.00	94,718.80	385,630.87	27.5	0.00	1,016,521.13	72.4
2300.00 NON-INSTRUCTION HOURLY CLASS.	84,300.00	7,520.51	21,796.36	25.8	0.00	62,503.64	74.1
TOTAL: 2000	1,486,452.00	102,239.31	407,427.23	27.4	0.00	1,079,024.77	72.5
3200.00 CLASSIFIED RETIREMENT	156,138.00	10,346.12	41,897.02	26.8	0.00	114,240.98	73.1
3300.00 OASDHI/FICA	112,558.00	6,454.19	28,071.32	24.9	0.00	84,486.68	75.0
3400.00 HEALTH AND WELFARE BENEFITS	231,232.00	16,244.26	66,986.54	28.9	0.00	164,245.46	71.0
3500.00 STATE UNEMPLOYMENT INSURANCE	23,820.00	1,624.69	6,574.96	27.6	0.00	17,245.04	72.3
3600.00 WORKERS COMPENSATION INSURANCE	31,500.00	2,250.00	9,250.00	29.3	0.00	22,250.00	70.6
3900.00 OTHER BENEFITS	7,536.00	609.62	2,450.66	32.5	0.00	5,085.34	67.4
TOTAL: 3000	562,784.00	37,528.88	155,230.50	27.5	0.00	407,553.50	72.4
4500.00 NONINSTRUCTIONAL SUPPLIES	6,120.00	170.31	1,443.57	23.5	4,231.43	445.00	7.2
TOTAL: 4000	6,120.00	170.31	1,443.57	23.5	4,231.43	445.00	7.2
5100.00 PERSON&CONSULTANT SVC-DIST USE	5,000.00	0.00	3,000.00	60.0	2,000.00	0.00	.0
5300.00 POST/DUES/MEMBERSHIPS-DIST.USE	43,391.14	1,313.39	16,285.83	37.5	4,714.17	22,391.14	51.6
5400.00 INSURANCES - DISTRICT USE	7,000.00	0.00	0.00	.0	0.00	7,000.00	100.0
5500.00 UTILITIES & HOUSEKEEP-DIST.USE	198,884.00	5,158.25	58,992.67	29.6	105,666.34	34,224.99	17.2
5600.00 RENTS,LEASES&REPAIRS-DIST.USE	52,282.00	1,492.61	19,683.94	37.6	8,896.61	23,701.45	45.3
5700.00 LEGAL/ELECTION/AUDIT-DIST. USE	78,000.00	6,776.22	18,404.44	23.5	34,593.56	25,002.00	32.0
5800.00 OTHER OPERATING EXP-DIST. USE	614,340.40	440,591.77	481,889.64	78.4	93,101.00	39,349.76	6.4
TOTAL: 5000	998,897.54	455,332.24	598,256.52	59.8	248,971.68	151,669.34	15.1
TOTAL: 1000-5999	3,054,253.54	595,270.74	1,162,357.82	38.0	253,203.11	1,638,692.61	53.6
6400.00 ADDITIONAL/IMPROVED EQUIPMENT	5,000.00	0.00	0.00	.0	0.00	5,000.00	100.0
TOTAL: 6000	5,000.00	0.00	0.00	.0	0.00	5,000.00	100.0
TOTAL: 1000-6999	3,059,253.54	595,270.74	1,162,357.82	37.9	253,203.11	1,643,692.61	53.7

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Fund: 74 KVCR FUND

SUMMARY

SUMMARY BY OBJECT		WORKING BUDGET	EXPENDED/RECEIVED		%	PENDED/ENCUMBERED	UNENCUMBERED BALANCE	%
			CURRENT	YEAR TO DATE				
TOTAL INCOME	(8000 - 8999)	3,057,853.54	79,989.32-	1,753,527.70	57.3	0.00	1,304,325.84	42.6
TOTAL:	1000-5999	3,054,253.54	595,270.74	1,162,357.82	38.0	253,203.11	1,638,692.61	53.6
TOTAL:	1000-6999	3,059,253.54	595,270.74	1,162,357.82	37.9	253,203.11	1,643,692.61	53.7
TOTAL:	1000-7999	3,059,253.54	595,270.74	1,162,357.82	37.9	253,203.11	1,643,692.61	53.7
TOTAL EXPENSES	(1000 - 7999)	3,059,253.54	595,270.74	1,162,357.82	37.9	253,203.11	1,643,692.61	53.7

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Fund: 76 INVSTMT TRUST FUND-SAN MANUE

SUMMARY BY OBJECT	WORKING BUDGET	EXPENDED/RECEIVED CURRENT	YEAR TO DATE	%	PENDED/ ENCUMBERED	UNENCUMBERED BALANCE	%
8800.00 LOCAL REVENUES	2,503,000.00	546.53	546.53	.0	0.00	2,502,453.47	99.9
TOTAL: 8000	2,503,000.00	546.53	546.53	.0	0.00	2,502,453.47	99.9
2100.00 CONTRACT CLASSIFIED NON-INSTR.	498,897.00	29,670.39	118,006.45	23.6	0.00	380,890.55	76.3
2300.00 NON-INSTRUCTION HOURLY CLASS.	42,000.00	894.40	1,274.40	3.0	0.00	40,725.60	96.9
TOTAL: 2000	540,897.00	30,564.79	119,280.85	22.0	0.00	421,616.15	77.9
3200.00 CLASSIFIED RETIREMENT	55,586.00	3,104.31	12,753.26	22.9	0.00	42,832.74	77.0
3300.00 OASDHI/FICA	40,231.00	2,319.73	9,058.73	22.5	0.00	31,172.27	77.4
3400.00 HEALTH AND WELFARE BENEFITS	84,399.00	5,023.75	20,095.00	23.8	0.00	64,304.00	76.1
3500.00 STATE UNEMPLOYMENT INSURANCE	8,467.00	488.21	1,906.47	22.5	0.00	6,560.53	77.4
3600.00 WORKERS COMPENSATION INSURANCE	10,500.00	625.00	2,500.00	23.8	0.00	8,000.00	76.1
3900.00 OTHER BENEFITS	512.00	30.45	121.80	23.7	0.00	390.20	76.2
TOTAL: 3000	199,695.00	11,591.45	46,435.26	23.2	0.00	153,259.74	76.7
TOTAL: 1000-5999	740,592.00	42,156.24	165,716.11	22.3	0.00	574,875.89	77.6

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Fund: 76 INVSTMT TRUST FUND-SAN MANUE SUMMARY

SUMMARY BY OBJECT		WORKING BUDGET	EXPENDED/RECEIVED CURRENT	YEAR TO DATE	%	PENDED/ ENCUMBERED	UNENCUMBERED BALANCE	%
TOTAL INCOME	(8000 - 8999)	2,503,000.00	546.53	546.53	.0	0.00	2,502,453.47	99.9
TOTAL:	1000-5999	740,592.00	42,156.24	165,716.11	22.3	0.00	574,875.89	77.6
TOTAL:	1000-6999	740,592.00	42,156.24	165,716.11	22.3	0.00	574,875.89	77.6
TOTAL:	1000-7999	740,592.00	42,156.24	165,716.11	22.3	0.00	574,875.89	77.6
TOTAL EXPENSES	(1000 - 7999)	740,592.00	42,156.24	165,716.11	22.3	0.00	574,875.89	77.6

Fund: 78 SELF INSURANCE-LIABILITY&PRO

SUMMARY BY OBJECT	WORKING BUDGET	EXPENDED/RECEIVED		%	PENDED/ ENCUMBERED	UNENCUMBERED	
		CURRENT	YEAR TO DATE			BALANCE	%
8800.00 LOCAL REVENUES	3,500.00	698.87	698.87	19.9	0.00	2,801.13	80.0
8900.00 OTHER FINANCING SOURCES	750,000.00	0.00	750,000.00	100.0	0.00	0.00	.0
TOTAL: 8000	753,500.00	698.87	750,698.87	99.6	0.00	2,801.13	.3
5100.00 PERSON&CONSULTANT SVC-DIST USE	20,000.00	0.00	0.00	.0	20,000.00	0.00	.0
5400.00 INSURANCES - DISTRICT USE	600,000.00	0.00	525,586.00	87.5	8,625.00	65,789.00	10.9
5800.00 OTHER OPERATING EXP-DIST. USE	150,000.00	0.00	0.00	.0	0.00	150,000.00	100.0
TOTAL: 5000	770,000.00	0.00	525,586.00	68.2	28,625.00	215,789.00	28.0
TOTAL: 1000-5999	770,000.00	0.00	525,586.00	68.2	28,625.00	215,789.00	28.0
7900.00 RESERVE FOR CONTINGENCIES	25,000.00	0.00	0.00	.0	0.00	25,000.00	100.0
TOTAL: 7000	25,000.00	0.00	0.00	.0	0.00	25,000.00	100.0
TOTAL: 1000-7999	795,000.00	0.00	525,586.00	66.1	28,625.00	240,789.00	30.2

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Fund: 78 SELF INSURANCE-LIABILITY&PRO SUMMARY

SUMMARY BY OBJECT		WORKING BUDGET	EXPENDED/RECEIVED CURRENT	YEAR TO DATE	%	PENDED/ ENCUMBERED	UNENCUMBERED BALANCE	%
TOTAL INCOME	(8000 - 8999)	753,500.00	698.87	750,698.87	99.6	0.00	2,801.13	.3
TOTAL:	1000-5999	770,000.00	0.00	525,586.00	68.2	28,625.00	215,789.00	28.0
TOTAL:	1000-6999	770,000.00	0.00	525,586.00	68.2	28,625.00	215,789.00	28.0
TOTAL:	1000-7999	795,000.00	0.00	525,586.00	66.1	28,625.00	240,789.00	30.2
TOTAL EXPENSES	(1000 - 7999)	795,000.00	0.00	525,586.00	66.1	28,625.00	240,789.00	30.2

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Fund: 84 WORKERS COMPENSATION FUND

SUMMARY BY OBJECT	WORKING BUDGET	EXPENDED/RECEIVED CURRENT	YEAR TO DATE	%	PENED/ ENCUMBERED	UNENCUMBERED BALANCE	%
8800.00 LOCAL REVENUES	1,405,000.00	8,881.84	320,927.62	22.8	0.00	1,084,072.38	77.1
TOTAL: 8000	1,405,000.00	8,881.84	320,927.62	22.8	0.00	1,084,072.38	77.1
5100.00 PERSON&CONSULTANT SVC-DIST USE	168,000.00	0.00	89,429.50	53.2	77,729.50	841.00	.5
5400.00 INSURANCES - DISTRICT USE	120,000.00	0.00	116,707.00	97.2	0.00	3,293.00	2.7
5800.00 OTHER OPERATING EXP-DIST. USE	570,000.00	17,252.68	194,950.68	34.2	7,985.09	367,064.23	64.3
TOTAL: 5000	858,000.00	17,252.68	401,087.18	46.7	85,714.59	371,198.23	43.2
TOTAL: 1000-5999	858,000.00	17,252.68	401,087.18	46.7	85,714.59	371,198.23	43.2
7900.00 RESERVE FOR CONTINGENCIES	500,000.00	0.00	0.00	.0	0.00	500,000.00	100.0
TOTAL: 7000	500,000.00	0.00	0.00	.0	0.00	500,000.00	100.0
TOTAL: 1000-7999	1,358,000.00	17,252.68	401,087.18	29.5	85,714.59	871,198.23	64.1

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Fund: 84 WORKERS COMPENSATION FUND SUMMARY

SUMMARY BY OBJECT		WORKING BUDGET	EXPENDED/CURRENT	RECEIVED YEAR TO DATE	%	PENDED/ ENCUMBERED	UNENCUMBERED BALANCE	%
TOTAL INCOME	(8000 - 8999)	1,405,000.00	8,881.84	320,927.62	22.8	0.00	1,084,072.38	77.1
TOTAL:	1000-5999	858,000.00	17,252.68	401,087.18	46.7	85,714.59	371,198.23	43.2
TOTAL:	1000-6999	858,000.00	17,252.68	401,087.18	46.7	85,714.59	371,198.23	43.2
TOTAL:	1000-7999	1,358,000.00	17,252.68	401,087.18	29.5	85,714.59	871,198.23	64.1
TOTAL EXPENSES	(1000 - 7999)	1,358,000.00	17,252.68	401,087.18	29.5	85,714.59	871,198.23	64.1

Fund: 01 GENERAL FUND

SUMMARY BY OBJECT	WORKING BUDGET	EXPENDED/RECEIVED CURRENT	EXPENDED/RECEIVED YEAR TO DATE	%	PENDED/ENCUMBERED	UNENCUMBERED BALANCE	%
8100.00 FEDERAL HEA REVENUES	45,500.00	0.00	5,165.00	11.3	0.00	40,335.00	88.6
8600.00 STATE REVENUES	1,321,860.00	0.00	49,407.54	3.7	0.00	1,272,452.46	96.2
8800.00 LOCAL REVENUES	644,643.35	27,512.18	243,505.92	37.7	0.00	401,137.43	62.2
TOTAL: 8000	2,012,003.35	27,512.18	298,078.46	14.8	0.00	1,713,924.89	85.1
1100.00 CONTRACT CLASSROOM INST.	10,417,021.40	1,026,610.85	3,083,053.98	29.5	0.00	7,333,967.42	70.4
1200.00 CONTRACT CERT. ADMINISTRATORS	3,229,281.00	256,725.92	1,038,994.54	32.1	0.00	2,190,286.46	67.8
1300.00 INSTRUCTORS DAY/HOURLY	5,179,623.00	527,576.64	1,627,982.01	31.4	0.00	3,551,640.99	68.5
1400.00 NON-INSTRUCTION HOURLY CERT.	299,125.40	26,942.63	103,346.62	34.5	0.00	195,778.78	65.4
TOTAL: 1000	19,125,050.80	1,837,856.04	5,853,377.15	30.6	0.00	13,271,673.65	69.3
2100.00 CONTRACT CLASSIFIED NON-INSTR.	5,885,486.00	513,427.72	2,052,049.61	34.8	0.00	3,833,436.39	65.1
2200.00 INSTRUCTIONAL AIDS	768,394.40	62,717.42	245,064.22	31.8	0.00	523,330.18	68.1
2300.00 NON-INSTRUCTION HOURLY CLASS.	111,845.85	17,426.80	45,864.56	41.0	0.00	65,981.29	58.9
2400.00 INST AIDES-HOURLY- DIR.INSTRUC	330,673.00	22,656.73	50,980.13	15.4	0.00	279,692.87	84.5
TOTAL: 2000	7,096,399.25	616,228.67	2,393,958.52	33.7	0.00	4,702,440.73	66.2
3100.00 CERTIFICATED RETIREMENT	1,494,060.00	133,331.36	426,096.11	28.5	0.00	1,067,963.89	71.4
3200.00 CLASSIFIED RETIREMENT	841,960.56	70,783.90	285,879.03	33.9	0.00	556,081.53	66.0
3300.00 OASDHI/FICA	853,819.08	72,961.08	276,559.20	32.3	0.00	577,259.88	67.6
3400.00 HEALTH AND WELFARE BENEFITS	3,306,309.92	272,945.69	1,097,178.67	33.1	0.00	2,209,131.25	66.8
3500.00 STATE UNEMPLOYMENT INSURANCE	425,332.24	38,764.04	131,056.84	30.8	0.00	294,275.40	69.1
3600.00 WORKERS COMPENSATION INSURANCE	473,705.00	39,433.74	157,734.96	33.2	0.00	315,970.04	66.7
3900.00 OTHER BENEFITS	106,487.00	9,102.26	36,953.62	34.7	0.00	69,533.38	65.2
TOTAL: 3000	7,501,673.80	637,322.07	2,411,458.43	32.1	0.00	5,090,215.37	67.8
4100.00 TEXTBOOKS	0.00	0.00	211.04	.0	0.00	211.04	100.0
4200.00 BOOK,MAGAZINE&PERIOD-DIST.USE	36,375.00	7,562.61	9,476.36	26.0	11,397.94	15,500.70	42.6
4300.00 INSTRUCTIONAL SUPPLIES	69,660.32	420.25	18,623.38	26.7	8,816.04	42,220.90	60.6
4400.00 MEDIA AND SOFTWARE-DISTRCT USE	8,720.70	0.00	430.95	4.9	2,958.92	5,330.83	61.1
4500.00 NONINSTRUCTIONAL SUPPLIES	403,066.06	13,729.49	100,523.95	24.9	178,253.76	124,288.35	30.8
4700.00 FOOD SUPPLIES	3,000.00	505.98	1,126.73	37.5	873.27	1,000.00	33.3
TOTAL: 4000	520,822.08	22,218.33	129,970.33	24.9	202,299.93	188,551.82	36.2
5100.00 PERSON&CONSULTANT SVC-DIST USE	803,983.00	6,434.81	57,733.15	7.1	477,536.96	268,712.89	33.4
5200.00 TRAVEL & CONFERENCE EXPENSES	95,524.80	3,103.16	11,608.57	12.1	7,500.34	76,415.89	79.9
5300.00 POST/DUES/MEMBERSHIPS-DIST.USE	115,889.59	840.61	40,659.09	35.0	47,472.41	27,758.09	23.9
5400.00 INSURANCES - DISTRICT USE	1,200.00	0.00	0.00	.0	0.00	1,200.00	100.0
5500.00 UTILITIES & HOUSEKEEP-DIST.USE	1,720,268.00	7,317.53	689,956.35	40.1	947,764.58	82,547.07	4.7
5600.00 RENTS,LEASES&REPAIRS-DIST.USE	596,291.60	28,577.89	127,198.43	21.3	329,370.53	139,722.64	23.4
5800.00 OTHER OPERATING EXP-DIST. USE	207,490.00	8,046.26	22,312.13	10.7	63,344.14	121,833.73	58.7
5900.00 INTERPROGRAM CHARGES-DIST.USE	180.00	0.00	0.00	.0	0.00	180.00	100.0
TOTAL: 5000	3,540,826.99	54,320.26	949,467.72	26.8	1,872,988.96	718,370.31	20.2
TOTAL: 1000-5999	37,784,772.92	3,167,945.37	11,738,232.15	31.0	2,075,288.89	23,971,251.88	63.4

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Fund: 01 GENERAL FUND

SUMMARY BY OBJECT	WORKING BUDGET	EXPENDED/RECEIVED		%	PENDED/ ENCUMBERED	UNENCUMBERED BALANCE	%
		CURRENT	YEAR TO DATE				
6300.00 LIBRARY BOOKS - EXPANSION	48,703.00	1,834.62	14,235.96	29.2	33,245.95	1,221.09	2.5
6400.00 ADDITIONAL/IMPROVED EQUIPMENT	145,536.08	7,017.04	20,245.88	13.9	8,257.02	117,033.18	80.4
TOTAL: 6000	194,239.08	8,851.66	34,481.84	17.7	41,502.97	118,254.27	60.8
TOTAL: 1000-6999	37,979,012.00	3,176,797.03	11,772,713.99	30.9	2,116,791.86	24,089,506.15	63.4
7300.00 INTERFUND TRANSFERS	149,728.00	0.00	149,728.00	100.0	0.00	0.00	.0
7600.00 OTHER STUDENT AID	35,576.35	1,992.06	1,992.06	5.5	1,100.00	32,484.29	91.3
TOTAL: 7000	185,304.35	1,992.06	151,720.06	81.8	1,100.00	32,484.29	17.5
TOTAL: 1000-7999	38,164,316.35	3,178,789.09	11,924,434.05	31.2	2,117,891.86	24,121,990.44	63.2

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Fund: 01 GENERAL FUND SUMMARY

SUMMARY BY OBJECT		WORKING BUDGET	EXPENDED/ CURRENT	RECEIVED YEAR TO DATE	%	PENDED/ ENCUMBERED	UNENCUMBERED BALANCE	%
TOTAL INCOME	(8000 - 8999)	2,012,003.35	27,512.18	298,078.46	14.8	0.00	1,713,924.89	85.1
TOTAL:	1000-5999	37,784,772.92	3,167,945.37	11,738,232.15	31.0	2,075,288.89	23,971,251.88	63.4
TOTAL:	1000-6999	37,979,012.00	3,176,797.03	11,772,713.99	30.9	2,116,791.86	24,089,506.15	63.4
TOTAL:	1000-7999	38,164,316.35	3,178,789.09	11,924,434.05	31.2	2,117,891.86	24,121,990.44	63.2
TOTAL EXPENSES	(1000 - 7999)	38,164,316.35	3,178,789.09	11,924,434.05	31.2	2,117,891.86	24,121,990.44	63.2

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Fund: 72 CHILD DEVELOPMENT FUND

SUMMARY BY OBJECT	WORKING BUDGET	EXPENDED/RECEIVED CURRENT	YEAR TO DATE	%	PENDED/ ENCUMBERED	UNENCUMBERED BALANCE	%
8800.00 LOCAL REVENUES	25,886.00	110.69	110.69	.4	0.00	25,775.31	99.5
8900.00 OTHER FINANCING SOURCES	149,728.00	0.00	149,728.00	100.0	0.00	0.00	.0
TOTAL: 8000	175,614.00	110.69	149,838.69	85.3	0.00	25,775.31	14.6
2300.00 NON-INSTRUCTION HOURLY CLASS.	21,130.00	0.00	0.00	.0	0.00	21,130.00	100.0
TOTAL: 2000	21,130.00	0.00	0.00	.0	0.00	21,130.00	100.0
3300.00 OASDHI/FICA	1,616.00	0.00	0.00	.0	0.00	1,616.00	100.0
3500.00 STATE UNEMPLOYMENT INSURANCE	340.00	0.00	0.00	.0	0.00	340.00	100.0
TOTAL: 3000	1,956.00	0.00	0.00	.0	0.00	1,956.00	100.0
TOTAL: 1000-5999	23,086.00	0.00	0.00	.0	0.00	23,086.00	100.0

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Fund: 72 CHILD DEVELOPMENT FUND SUMMARY

SUMMARY BY OBJECT		WORKING BUDGET	EXPENDED/RECEIVED CURRENT	YEAR TO DATE	%	PENDED/ ENCUMBERED	UNENCUMBERED BALANCE	%
TOTAL INCOME	(8000 - 8999)	175,614.00	110.69	149,838.69	85.3	0.00	25,775.31	14.6
TOTAL:	1000-5999	23,086.00	0.00	0.00	.0	0.00	23,086.00	100.0
TOTAL:	1000-6999	23,086.00	0.00	0.00	.0	0.00	23,086.00	100.0
TOTAL:	1000-7999	23,086.00	0.00	0.00	.0	0.00	23,086.00	100.0
TOTAL EXPENSES	(1000 - 7999)	23,086.00	0.00	0.00	.0	0.00	23,086.00	100.0

Fund: 01 GENERAL FUND

SUMMARY BY OBJECT	WORKING BUDGET	EXPENDED/RECEIVED		%	PENDED/ ENCUMBERED	UNENCUMBERED	
		CURRENT	YEAR TO DATE			BALANCE	%
8100.00 FEDERAL HEA REVENUES	14,500.00	0.00	1,310.00	9.0	0.00	13,190.00	90.9
8600.00 STATE REVENUES	571,893.00	0.00	21,175.65	3.7	0.00	550,717.35	96.2
8800.00 LOCAL REVENUES	248,471.00	16,083.98	127,567.50	51.3	0.00	120,903.50	48.6
8900.00 OTHER FINANCING SOURCES	869.42	0.00	869.42	100.0	0.00	0.00	.0
TOTAL: 8000	835,733.42	16,083.98	150,922.57	18.0	0.00	684,810.85	81.9
1100.00 CONTRACT CLASSROOM INST.	4,518,468.50	417,198.51	1,315,303.42	29.1	0.00	3,203,165.08	70.8
1200.00 CONTRACT CERT. ADMINISTRATORS	2,576,544.00	204,196.04	821,015.80	31.8	0.00	1,755,528.20	68.1
1300.00 INSTRUCTORS DAY/HOURLY	1,835,075.00	216,323.46	624,059.20	34.0	0.00	1,211,015.80	65.9
1400.00 NON-INSTRUCTION HOURLY CERT.	76,020.00	4,252.80	14,795.40	19.4	0.00	61,224.60	80.5
TOTAL: 1000	9,006,107.50	841,970.81	2,775,173.82	30.8	0.00	6,230,933.68	69.1
2100.00 CONTRACT CLASSIFIED NON-INSTR.	3,317,922.06	281,550.74	1,114,258.33	33.5	0.00	2,203,663.73	66.4
2200.00 INSTRUCTIONAL AIDS	538,012.00	43,534.58	172,223.61	32.0	0.00	365,788.39	67.9
2300.00 NON-INSTRUCTION HOURLY CLASS.	125,388.14	15,347.11	45,353.71	36.1	0.00	80,034.43	63.8
2400.00 INST AIDES-HOURLY- DIR.INSTRUC	334,728.00	39,906.25	91,625.41	27.3	0.00	243,102.59	72.6
TOTAL: 2000	4,316,050.20	380,338.68	1,423,461.06	32.9	0.00	2,892,589.14	67.0
3100.00 CERTIFICATED RETIREMENT	670,707.90	60,359.52	202,206.21	30.1	0.00	468,501.69	69.8
3200.00 CLASSIFIED RETIREMENT	508,834.00	41,031.88	157,831.01	31.0	0.00	351,002.99	68.9
3300.00 OASDHI/FICA	464,705.60	40,534.45	148,131.98	31.8	0.00	316,573.62	68.1
3400.00 HEALTH AND WELFARE BENEFITS	1,716,050.10	138,538.80	552,045.23	32.1	0.00	1,164,004.87	67.8
3500.00 STATE UNEMPLOYMENT INSURANCE	215,555.00	19,449.71	66,923.87	31.0	0.00	148,631.13	68.9
3600.00 WORKERS COMPENSATION INSURANCE	248,758.00	20,363.13	81,440.63	32.7	0.00	167,317.37	67.2
3900.00 OTHER BENEFITS	54,814.40	4,550.66	18,587.11	33.9	0.00	36,227.29	66.0
TOTAL: 3000	3,879,425.00	324,828.15	1,227,166.04	31.6	0.00	2,652,258.96	68.3
4200.00 BOOK,MAGAZINE&PERIOD-DIST.USE	7,544.00	66.75	412.72	5.4	69.19	7,062.09	93.6
4300.00 INSTRUCTIONAL SUPPLIES	51,828.00	2,111.71	21,595.10	41.6	2,368.79	27,864.11	53.7
4400.00 MEDIA AND SOFTWARE-DISTRCT USE	2,596.00	0.00	0.00	.0	442.12	2,153.88	82.9
4500.00 NONINSTRUCTIONAL SUPPLIES	156,046.00	9,325.11	49,502.65	31.7	64,377.64	42,165.71	27.0
TOTAL: 4000	218,014.00	11,503.57	71,510.47	32.8	67,257.74	79,245.79	36.3
5100.00 PERSON&CONSULTANT SVC-DIST USE	72,537.64	2,571.67	14,512.99	20.0	8,688.63	49,336.02	68.0
5200.00 TRAVEL & CONFERENCE EXPENSES	32,000.00	2,922.26	11,755.41	36.7	1,017.86	19,226.73	60.0
5300.00 POST/DUES/MEMBERSHIPS-DIST.USE	48,340.00	1,965.58	25,275.28	52.2	3,361.26	19,703.46	40.7
5500.00 UTILITIES & HOUSEKEEP-DIST.USE	837,287.00	39,630.89	303,467.37	36.2	493,043.66	40,775.97	4.8
5600.00 RENTS,LEASES&REPAIRS-DIST.USE	414,467.36	41,874.83	118,304.84	28.5	214,680.98	81,481.54	19.6
5800.00 OTHER OPERATING EXP-DIST. USE	239,525.30	2,244.96	16,495.51	6.8	32,152.05	190,877.74	79.6
TOTAL: 5000	1,644,157.30	91,210.19	489,811.40	29.7	752,944.44	401,401.46	24.4
TOTAL: 1000-5999	19,063,754.00	1,649,851.40	5,987,122.79	31.4	820,202.18	12,256,429.03	64.2
6200.00 BUILDINGS&IMPROVEMENT-DIST.USE	1,550.00	0.00	0.00	.0	0.00	1,550.00	100.0
6300.00 LIBRARY BOOKS - EXPANSION	15,000.00	0.00	0.00	.0	0.00	15,000.00	100.0

BDX110
 CHC UNRESTRICTED
 72 San Bernardino Community Col

BEST NET CONSORTIUM
 BUDGET SUMMARY REPORT
 10/31/2011 TO 11/20/2011

#J526

11/21/2011

PAGE 2

Fund: 01 GENERAL FUND

SUMMARY BY OBJECT	WORKING BUDGET	EXPENDED/RECEIVED CURRENT	YEAR TO DATE	%	PENDED/ ENCUMBERED	UNENCUMBERED BALANCE	%
6400.00 ADDITIONAL/IMPROVED EQUIPMENT	15,846.42	0.00	986.73	6.2	1,171.73	13,687.96	86.3
TOTAL: 6000	32,396.42	0.00	986.73	3.0	1,171.73	30,237.96	93.3
TOTAL: 1000-6999	19,096,150.42	1,649,851.40	5,988,109.52	31.3	821,373.91	12,286,666.99	64.3

BDX110
 CHC UNRESTRICTED
 72 San Bernardino Community Col

BEST NET CONSORTIUM
 BUDGET SUMMARY REPORT
 10/31/2011 TO 11/20/2011

#J526

11/21/2011

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Fund: 01 GENERAL FUND

SUMMARY

SUMMARY BY OBJECT		WORKING BUDGET	EXPENDED/RECEIVED		%	PENDED/ ENCUMBERED	UNENCUMBERED BALANCE	%
			CURRENT	YEAR TO DATE				
TOTAL INCOME	(8000 - 8999)	835,733.42	16,083.98	150,922.57	18.0	0.00	684,810.85	81.9
TOTAL:	1000-5999	19,063,754.00	1,649,851.40	5,987,122.79	31.4	820,202.18	12,256,429.03	64.2
TOTAL:	1000-6999	19,096,150.42	1,649,851.40	5,988,109.52	31.3	821,373.91	12,286,666.99	64.3
TOTAL:	1000-7999	19,096,150.42	1,649,851.40	5,988,109.52	31.3	821,373.91	12,286,666.99	64.3
TOTAL EXPENSES	(1000 - 7999)	19,096,150.42	1,649,851.40	5,988,109.52	31.3	821,373.91	12,286,666.99	64.3

BDX110
 CHC UNRESTRICTED
 72 San Bernardino Community Col

BEST NET CONSORTIUM
 BUDGET SUMMARY REPORT
 10/31/2011 TO 11/20/2011

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Fund: 51 BOOKSTORE FUND

SUMMARY BY OBJECT	WORKING BUDGET	EXPENDED/RECEIVED CURRENT	YEAR TO DATE	%	PENDED/ ENCUMBERED	UNENCUMBERED BALANCE	%
8800.00 LOCAL REVENUES	0.00	166.84	166.84	100.0	0.00	166.84-	.0
TOTAL: 8000	0.00	166.84	166.84	100.0	0.00	166.84-	.0

BDX110
 CHC UNRESTRICTED
 72 San Bernardino Community Col

BEST NET CONSORTIUM
 BUDGET SUMMARY REPORT
 10/31/2011 TO 11/20/2011

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Fund: 51 BOOKSTORE FUND

SUMMARY

SUMMARY BY OBJECT		WORKING BUDGET	EXPENDED/RECEIVED CURRENT	YEAR TO DATE	%	PENDED/ ENCUMBERED	UNENCUMBERED BALANCE	%
TOTAL INCOME	(8000 - 8999)	0.00	166.84	166.84	100.0	0.00	166.84-	.0
TOTAL:	1000-5999	0.00	0.00	0.00	.0	0.00	0.00	.0
TOTAL:	1000-6999	0.00	0.00	0.00	.0	0.00	0.00	.0
TOTAL:	1000-7999	0.00	0.00	0.00	.0	0.00	0.00	.0
TOTAL EXPENSES	(1000 - 7999)	0.00	0.00	0.00	.0	0.00	0.00	.0

BDX110
 CHC UNRESTRICTED
 72 San Bernardino Community Col

BEST NET CONSORTIUM
 BUDGET SUMMARY REPORT
 10/31/2011 TO 11/20/2011

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Fund: 72 CHILD DEVELOPMENT FUND

SUMMARY BY OBJECT	WORKING BUDGET	EXPENDED/RECEIVED CURRENT	YEAR TO DATE	%	PENDED/ ENCUMBERED	UNENCUMBERED BALANCE	%
8800.00 LOCAL REVENUES	3,000.00	67.85	67.85	2.2	0.00	2,932.15	97.7
TOTAL: 8000	3,000.00	67.85	67.85	2.2	0.00	2,932.15	97.7
2300.00 NON-INSTRUCTION HOURLY CLASS.	2,000.00	0.00	0.00	.0	0.00	2,000.00	100.0
TOTAL: 2000	2,000.00	0.00	0.00	.0	0.00	2,000.00	100.0
3300.00 OASDHI/FICA	153.00	0.00	0.00	.0	0.00	153.00	100.0
3500.00 STATE UNEMPLOYMENT INSURANCE	32.00	0.00	0.00	.0	0.00	32.00	100.0
TOTAL: 3000	185.00	0.00	0.00	.0	0.00	185.00	100.0
5800.00 OTHER OPERATING EXP-DIST. USE	500.00	0.00	0.00	.0	0.00	500.00	100.0
TOTAL: 5000	500.00	0.00	0.00	.0	0.00	500.00	100.0
TOTAL: 1000-5999	2,685.00	0.00	0.00	.0	0.00	2,685.00	100.0

BDX110
 CHC UNRESTRICTED
 72 San Bernardino Community Col

BEST NET CONSORTIUM
 BUDGET SUMMARY REPORT
 10/31/2011 TO 11/20/2011

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11/21/2011

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Fund: 72 CHILD DEVELOPMENT FUND SUMMARY

SUMMARY BY OBJECT		WORKING BUDGET	EXPENDED/RECEIVED CURRENT YEAR TO DATE		%	PENDED/ ENCUMBERED	UNENCUMBERED BALANCE	%
TOTAL INCOME	(8000 - 8999)	3,000.00	67.85	67.85	2.2	0.00	2,932.15	97.7
TOTAL:	1000-5999	2,685.00	0.00	0.00	.0	0.00	2,685.00	100.0
TOTAL:	1000-6999	2,685.00	0.00	0.00	.0	0.00	2,685.00	100.0
TOTAL:	1000-7999	2,685.00	0.00	0.00	.0	0.00	2,685.00	100.0
TOTAL EXPENSES	(1000 - 7999)	2,685.00	0.00	0.00	.0	0.00	2,685.00	100.0

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Bruce Baron, Chancellor
REVIEWED BY: Charlie Ng, Vice Chancellor, Fiscal Services
PREPARED BY: Steven Sutorus, Business Manager
DATE: December 8, 2011
SUBJECT: Purchase Order Report

RECOMMENDATION

This item is for information only and no action is required.

OVERVIEW

Education Code 81656 provides that all transactions entered into by an authorized officer shall be reviewed by the Board every 60 days. All Purchase Orders have been issued in accordance with the District's policies and procedures by an authorized officer of the District.

ANALYSIS

All Purchase Orders entered into from October 31, 2011 to November 13, 2011 are attached for review by the Board. Purchase Orders are detailed by number, vendor, purpose, and amount.

BOARD IMPERATIVE

III. Resource Management for Efficiency, Effectiveness and Excellence

FINANCIAL IMPLICATIONS

As an information item, there are no financial implications.

Purchase Order Board Report

December 8, 2011

PO#	Vendor Name	Purchase Order Description	Amount
121843	PETINAK, CRAIG	Conference	\$ 750.00
121844	DUSICK, DIANE M	Conference	\$ 750.00
121845	KLINGSTRAND, MARIANNE	Conference	\$ 145.00
121846	JACKSON, DENNIS L	Conference	\$ 145.00
121847	PINSON, DIANA	Non-instructional Supplies	\$ 35.53
121848	PINSON, DIANA	Non-instructional Supplies	\$ 6.42
121849	COMPUTERLAND OF SILICON VALLEY	Contract Services	\$ 1,996.00
121850	PRYOR, KATHLEEN	Conference	\$ 406.22
121851	BANGASSER,SUSAN	Mileage Reimbursement	\$ 473.00
121852	COMMUNITY COLLEGE LEAGUE OF CA	Contract Services	\$ 26,070.67
121853	NATIONAL ASSOCIATION OF	Dues & Memberships	\$ 905.00
121854	BUILD2MEDIA	Contract Services	\$ 105.90
121855	SURVIVAL TECHNOLOGIES & TRAIN	Other Expenses & Fees	\$ 200.00
121856	TOTAL COMPENSATION SYSTEMS INC	Outside Services	\$ 6,300.00
121857	NG, TOMMI	Conference	\$ 523.15
121858	GOVERNMENT FINANCE OFFICERS	Reference Books	\$ 85.21
121859	REVOLVING CASH	Officials	\$ 2,184.00
121860	REVOLVING CASH	Officials	\$ 700.00
121861	REVOLVING CASH	Other Expenses & Fees	\$ 2,816.00
121862	STAPLES	Non-instructional Supplies	\$ 61.19
121863	TRAINING NETWORK, THE	Instructional Supplies	\$ 2,668.35
121864	STAPLES	Non-instructional Supplies	\$ 299.81
121865	AMAZON.COM	Non-instructional Supplies	\$ 276.02
121866	STAPLES	Non-instructional Supplies	\$ 324.23
121867	CSS/RANCHO JANITORIAL SUPPLIES	Equipment	\$ 425.72
121868	STAPLES	Non-instructional Supplies	\$ 183.56
121869	VERIZON CALIFORNIA	Phone Utilities	\$ 200.00
121870	BARTLETT, RYAN	Conference	\$ 575.00
121871	JACOBO, MAGDALENA	Conference	\$ 750.00
121872	DE BORBA-SILVA, MARIA	Conference	\$ 80.90
121873	FRY, MAUREEN	Conference	\$ 246.82
121874	INLAND EMPIRE TOURS & TRANSPOR	Bus Rentals	\$ 1,200.00
121875	GLOBAL ENVIRO TRAIN & CONSULT	Conference	\$ 640.00
121876	E AVICO INC	New Buildings	\$ 253,071.00
121877	KISHIMOTO ARCHITECTURE	New Buildings	\$ 2,333,500.00
121878	MCCLELLAN, BOB	Instructional Supplies	\$ 215.50
121879	BRANDERS.COM INC	Advertising	\$ 713.00
121880	GAYLORD BROS INC	Non-instructional Supplies	\$ 570.98
121881	ADDONSTORE	Software	\$ 429.92
121882	ADDISS ELECTRIC INC	Media	\$ 1,637.80
121883	ALL OUT PRINTING PLUS	Other Expenses & Fees	\$ 464.24
121884	NATIONAL SAFETY COMPLIANCE INC	Reference Books	\$ 118.32
121885	MATHESON TRI-GAS INC	Repairs & Maintenance	\$ 1,237.17
121886	ARROWHEAD MECHANICAL INC	Building Improvements	\$ 127,800.00
121887	INFOGROUP INC	Contract Services	\$ 35,490.12

Purchase Order Board Report

December 8, 2011

PO#	Vendor Name	Purchase Order Description	Amount
121888	STANLEY CONVERGENT SECURITY	Maintenance Agmnts	\$ 924.00
121889	SBVC BOOKSTORE	Advertising	\$ 610.12
121890	US BANK CORPORATE PMT SYSTEMS	Conference	\$ 407.40
121891	FUTCH, JOHN M	Conference	\$ 69.10
121892	BARON, BRUCE	Conference	\$ 33.40
121893	CAPSTONE CONSTRUCTION CO	New Buildings	\$ 11,843.28
121894	ATIXA	Conference	\$ 2,500.00
121895	DAILY JOURNAL CORPORATION	New Buildings	\$ 1,500.00
121896	INLAND BUILDING CONSTRUCTION	New Buildings	\$ 2,608.00
121897	CHRISTY WHITE ACCOUNTANCY CORP	Audit Expenses	\$ 5,500.00
121898	US BANK CORPORATE PMT SYSTEMS	Conference	\$ 1,226.28
121899	US BANK CORPORATE PMT SYSTEMS	Conference	\$ 54.00
121900	US BANK CORPORATE PMT SYSTEMS	Conference	\$ 1,060.50
121901	ACCT	Conference	\$ 600.00
121902	STAPLES	Non-instructional Supplies	\$ 122.34
121903	US BANK CORPORATE PMT SYSTEMS	Non-instructional Supplies	\$ 415.03
121904	STAPLES	Non-instructional Supplies	\$ 89.10
121905	ULINE	Non-instructional Supplies	\$ 49.78
121906	TOMARK INC	Instructional Supplies	\$ 193.92
121907	STAPLES	Non-instructional Supplies	\$ 256.87
121908	DELL COMPUTER COMPANY	Capital Equipment	\$ 4,989.64
121909	DELL COMPUTER COMPANY	Capital Equipment	\$ 1,697.50
121910	KEN'S SPORTING GOODS	Instructional Supplies	\$ 2,201.81
121911	DELL COMPUTER COMPANY	Capital Equipment	\$ 12,825.01
121912	DELL COMPUTER COMPANY	Capital Equipment	\$ 17,182.66
121913	DELL COMPUTER COMPANY	Capital Equipment	\$ 3,334.82
121914	DELL COMPUTER COMPANY	Capital Equipment	\$ 1,627.48
121915	STATE WATER RESOURCES	New Buildings	\$ 582.00
121916	KONE INC	New Buildings	\$ 510.00
121917	AAA ELECTRIC MOTOR SALES & SER	Equipment	\$ 753.98
121918	CAREFUSION 211 INC	Maintenance Agmnts	\$ 781.00
121919	HARLAND TECHNOLOGY SERVICES	Office Equipment Maintenance Agmnts	\$ 557.00
121920	CHC BOOKSTORE	Non-instructional Supplies	\$ 150.00
121921	MCSHERRY, LAUREN	Independent Contractor	\$ 10,000.00
121922	DOUTHIT, MILLY	Conference	\$ 489.76
121923	FRY, MAUREEN	Conference	\$ 229.49
121924	IKON OFFICE SOLUTIONS	Office Equipment Maintenance Agmnts	\$ 6,688.00
121925	COMMUNITY COLLEGE LEAGUE OF CA	Contract Services	\$ 638.00
121926	EUREKA	Contract Services	\$ 1,190.81
121927	SBCCD PRINTING SERVICES	Printing, SBCCD	\$ 200.00
121928	AMERICAN FOOTBALL COACHES ASSO	Conference	\$ 750.00
121929	SCIAC	Dues & Memberships	\$ 75.00
121930	NETWORK SOLUTIONS	Other Expenses & Fees	\$ 34.99
121931	WALKER, JACQUELYN	Independent Contractor	\$ 1,000.00
121932	SAN BERNARDINO AREA CHAMBER OF	Postage & Freight	\$ 110.00

Purchase Order Board Report

December 8, 2011

PO#	Vendor Name	Purchase Order Description	Amount
121933	WURTZ, KEITH	Conference	\$ 678.93
121934	US BANK CORPORATE PMT SYSTEMS	Conference	\$ 550.00
121935	DEPARTMENT OF INDUSTRIAL	Other Expenses & Fees	\$ 225.00
121936	YAMAMOTO, JUNE	Conference	\$ 939.51
121937	PARALLAX PICTURES INC	Media	\$ 288.30
121938	CHANNING BETE COMPANY	Instructional Supplies	\$ 224.16
121939	CHANEY ELECTRONICS	Instructional Supplies	\$ 234.36
121940	BOUND TREE MEDICAL	Instructional Supplies	\$ 2,364.14
121941	SBCCD PRINTING SERVICES	Non-instructional Supplies	\$ 72.00
121942	ADVANCE REFRIGERATION & ICE	Repairs & Maintenance	\$ 5,871.00
121943	COMPUTERLAND OF SILICON VALLEY	Computer Systems Maintenance Agmnts	\$ 1,920.00
121944	MATTHEWS, DAMARIS	Conference	\$ 198.34
121945	COUNCIL FOR RESOURCE DEVELOP	Dues & Memberships	\$ 855.00
121946	COUNCIL FOR ADVANCEMENT AND	Dues & Memberships	\$ 1,525.00
121947	PROSOURCE SPECIALTIES	Other Expenses & Fees	\$ 521.80
121948	GILBERT, JEREMIAH	Conference	\$ 466.00
121949	E.LOCALLINK	Outside Services	\$ 5,000.00
121950	CLIMATEC BUILDING TECH GROUP	HVAC Maintenance Agmnts	\$ 2,560.00
121951	CREATIVE PERFORMANCE SOLUTIONS	Contract Services	\$ 40,000.00
121952	SBVC FOOD SERVICES	Other Expenses & Fees	\$ 74.52
121953	PEMBER, SHARON	Independent Contractor	\$ 1,000.00
121954	PATTERSON, ERNESTINE	Independent Contractor	\$ 1,000.00
121955	PRINT & FINISHING SOLUTIONS	Repairs & Maintenance	\$ 236.96
121956	YOUNG VISIONARIES YOUTH	Advertising	\$ 1,000.00
121957	SBCCD PRINTING SERVICES	Printing, SBCCD	\$ 411.40
121958	KUCK, GLEN	Conference	\$ 50.00
121959	CHAVIRA, REJOICE C	Conference	\$ 133.70
121960	ASSOC OF CERT FRAUD EXAMINERS	Media	\$ 224.12
121961	RIMROCK NETWORK SERVICES	Capital Equipment	\$ 46,119.69
121962	STAPLES	Non-instructional Supplies	\$ 223.43
121963	JOURNEYWORKS PUBLISHING	Non-instructional Supplies	\$ 147.82
121964	DAWNSIGNPRESS	Media	\$ 134.69
121965	GRAINGER INC, W W	Equipment	\$ 785.71
121966	STAPLES	Non-instructional Supplies	\$ 56.61
121967	4IMPRINT	Advertising	\$ 723.53
121968	STAPLES	Non-instructional Supplies	\$ 885.90
121969	STAPLES	Non-instructional Supplies	\$ 148.93
121970	SINGLEWIRE SOFTWARE LLC	Computer Systems Maintenance Agmnts	\$ 7,125.00
121971	FOUNDATION FOR CALIFORNIA COMM	Contract Services	\$ 4,978.10
121972	DIAL, TROY LYNN	Conference	\$ 63.10
121973	COLVEY, KIRSTEN	Conference	\$ 459.40
121974	EMPIRE OFFICE MACHINES	Repairs & Maintenance	\$ 412.85
121975	SAN BERNARDINO AREA CHAMBER OF	Dues & Memberships	\$ 250.00
121976	COMPUTERLAND OF SILICON VALLEY	Computer Systems Maintenance Agmnts	\$ 675.00
121977	BRADY, JASON	Conference	\$ 730.00

Purchase Order Board Report
December 8, 2011

PO#	Vendor Name	Purchase Order Description	Amount
121978	HOFFMANN, DONNA	Conference	\$ 422.30
121979	STAPLES	Non-instructional Supplies	\$ 282.53
121980	RAINBOW RESOURCE DIRECTORY	Library Books Expansion	\$ 57.80
121981	STAPLES	Non-instructional Supplies	\$ 192.70
121982	STAPLES	Non-instructional Supplies	\$ 168.94
121983	COMPVIEW	Capital Equipment	\$ 2,892.33
Total Purchase Orders: 141		Total Encumbrances:	<u>\$ 3,037,128.42</u>

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Bruce Baron, Chancellor
REVIEWED BY: Bruce Baron, Chancellor
PREPARED BY: Bruce Baron, Chancellor
DATE: December 8, 2011
SUBJECT: Applause Cards

RECOMMENDATION

This item is for information only. No action is required.

OVERVIEW

The attached individuals have received special recognition for extending that extra effort in providing quality service and valued assistance:

ANALYSIS

The *Caring Hands* Applause Card was developed so that employees, students, visitors and vendors would have the opportunity to recognize someone at SBCCD who provides outstanding quality and service.

BOARD IMPERATIVE

I. Institutional Effectiveness

FINANCIAL IMPLICATIONS

None

DISTRICT

Shari McCurry

SBVC

Rocio Delgado
Deanna Silagy

CHC

Rejoice Chavira
Terry Koeper