

MEASURE G AND MEASURE GC BOARD REPORTS

JANUARY 2017 TO JANUARY 2018

PREPARED JANUARY 30, 2018

GLENDALE COMMUNITY COLLEGE DISTRICT

April 18, 2017

NEW BUSINESS REPORT NO. 3

CONSIDERATION OF BID NO. 1

TO: Board of Trustees

SUBMITTED BY: David Viar, Superintendent/President

REVIEWED BY: Anthony Culpepper, Executive Vice President,
Administrative Services

PREPARED BY: Susan Courtney, Director, Business Services

SUBJECT: APPROVAL OF AN AGREEMENT WITH LITTLE
DIVERSIFIED ARCHITECTURAL CONSULTING FOR
SCHEMATIC DESIGN OF THE PHYSICAL EDUCATION
EXPANSION PROJECT

DESCRIPTION OF HISTORY/BACKGROUND

Little Diversified Architectural Consulting has provided architectural services for the college and prepared the Final Project Proposal for the Physical Education Expansion Project. The next step is to prepare the schematic design. Approval of the agreement with Little will allow the college to move the project forward.

COMMITTEE HISTORY

College Executive Committee April 11, 2017

FISCAL IMPACT

\$223,000. Funds are available from the Measure G Bond allocation for the project.

RECOMMENDATION

The Superintendent/President recommends that the Board of Trustees approve the agreement with Little Diversified Architectural Consulting.

GLENDALE COMMUNITY COLLEGE DISTRICT

May 16, 2017

INFORMATIONAL REPORT NO. 6

TO: Board of Trustees

SUBMITTED BY: David Viar, Superintendent/President

REVIEWED BY: Anthony Culpepper, Executive Vice President, Administrative Services

PREPARED BY: Nelson Oliviera, Director of Facilities
Susan Courtney, Director of Business Services

SUBJECT: Measure GC Status

Background:

An election was held in the Glendale Community College District on November 8, 2016 for the issuance and sale of general obligation bonds of the district for various purposes in the maximum amount of \$325 Million. The Series A issuance of \$122 million of bonds, under Measure GC, is an amount tailored to implement, among other things, construction related projects.

Bond Project Management:

The College will issue an RFP for Project Management Services which will be advertised locally in the Glendale New Press and on the College website. A selection committee will use a matrix to evaluate and ensure a fair and equitable selection process. First year expense for Project Management will be determined after completion of the selection process and may vary with the number of projects in process at any given time.

The Project Management oversight will include at least the following list of projects:

- Master Infrastructure List
- Fire Academy/Storage Building
- PE Seismic replacement building
- Conversion of AA Hanger to Welding Shop

The selected project manager will assist the college staff with project oversight as well as adherence to scheduling and budget. The college staff will provide monthly reports to the Board of Trustees that include scheduling of projects and budget information.

Planning and Projects, Series A, Measure GC

1. Refinement of Master Plan: HMC developed the GCC 2015 Facilities Master Plan. Since development of the plan, opportunities for the acquisition of property have arisen. If any acquisitions become reality, there will be a need to refine the Facilities Master Plan. The district therefore is prepared to bring HMC back to work with College leaders to adjust the Master Plan at an estimated cost of \$35,000.
2. Environmental Impact Report (EIR): The 2015 Facilities Master Plan did not give rise to the need of any new Environmental Impact Report. The 2005 Environment Impact Report (EIR) included the PE Seismic Retrofit building and the Fire Academy/District Storage building should produce minimum environmental impact because it is a relocation of an existing service. The Fire Academy location will migrate from its original place, AA Building Hanger, to the Northeast corner of the Verdugo campus. The additional storage area should not trigger environmental impact challenges because of its storage nature, as students and faculty will not occupy that portion of the building.

Chambers Group prepared the 2005 Environmental Impact Report for the District and already possess institutional knowledge so the District plans to retain Chambers Group to pursue a negative declaration for the Fire Academy building. Should any land acquisitions occur and the Facilities Master Plan updated, there may be a need for a new Environmental Impact Report. In this case, an RFP will be issued. It is estimated that updating the 2015 EIR will cost approximately \$150,000 with an estimated time of 50 weeks once a firm is engaged.

3. Master Infrastructure List: The projects on the Master Infrastructure List will be developed and implemented over the course of the next 3 years as part of the Infrastructure Modernization Program. The list is expansive, will affect most of the district's existing buildings, involve many disparate systems that will be integrated together to be managed more efficiently, and will leverage advanced modern technologies to deliver real operating cost savings to the district. These mechanical projects are combined with other priority infrastructure projects identified by GCC staff and leadership, including electrical, network, security, access, architectural and elevator system modernizations, all of which are included in the Master Infrastructure List.

The mechanical projects include a continuation and expansion of the Energy Conservation Measures that began in 2013 with the passage of Prop 39. At that time, the district developed an Energy Plan. The energy conservation measures consisted of 3 phases. Phase 1 is at the commissioning stage and Phase 2 projects are in progress. Phase 3 of the program includes major upgrades to the mechanical system infrastructure that will improve the reliability and safety of the college's mechanical systems and also reduce operating costs (maintenance and energy).

To minimize risk to the district and ensure project outcomes are achieved, including energy and operating cost reductions, the design-build delivery method may be adopted for the Phase 3 mechanical projects since they involve building systems usually serviced by specialty contractors. The design-build delivery method will allow the district to work directly with the specialty trades thereby saving costs by eliminating unnecessary double markups by a potential GC/CMAR delivery method. In addition, since most of the projects will achieve energy savings, the district will be able to leverage Government Code section 4217 to select the most qualified firms where it is possible and beneficial. The district can use best-value driven procurement to ensure the most qualified design-build specialty contractors are engaged (price divided by score OR price is a component of the scoring criteria). To assist with Department of State Architect (DSA) compliance, architects and/or structural engineers will be a part of the design/build teams. For large complex mechanical projects (such as the major overhaul of CP-1), making the architect/structural engineer part of the design/build team eliminates unnecessary claims risk related to design for the district. Most of the engineering required will be of the MEP variety, which the qualified contractors will carry in-house as part of their teams.

In order to ensure consistency in project quality and overall performance throughout the 3-year program, the district will engage energy consultants to help with planning and coordination activities where HVAC energy conservation is concerned. The energy consultants may also have in-house energy modeling capabilities to help justify use of GC 4217 when necessary. For other processes, the selected project management company will work with district stakeholders to develop project success criteria, basis of design documents, equipment performance specs and preliminary schedules and budgets. The selected project management company will carry planning activities through the best value procurement of design-build contractors, including assisting in scope development for the RFP/Q packages. Once design-build contractors are retained, the project manager will coordinate the next phases of each project on behalf of the college to ensure adherence to budgets and schedules.

Some of the larger projects the Master Infrastructure List and/or where construction is necessary, the design-bid-build delivery or multiple-prime delivery method may be implemented. Ultimate discretion will be up to the district based on the overall risk mitigation plan.

4. Fire Academy/Storage Building: An RFQ for architectural services will be issued and advertised to assure a fair selection process. The district will invite architectural companies to submit proposals for schematic design. The schematic design phase will include rough plans, collecting information from user groups, evaluate soils reports and engineering soils reports, and develop an estimated budget for the project. The district will use the design to determine which delivery method is best and if the district selects to proceed with Design Build (DB) delivery, packaging the information for bridging documentation. Informally, schematic

design defines itself as test to fit or a construction feasibility report. The district should budget about \$150K for schematic design of this size of building.

5. PE Seismic Retrofit: The district has engaged Little Architectural to prepare the schematic design for this building. Little has institutional knowledge of this project as the firm prepared the Initial Project Proposal (IPP) and Final Project Proposal (FPP) for the Chancellor's Office for many past years. Little Architectural already developed the pre-design plans and prepared the IPP/FPPs so it is logical and cost effective that they prepare the schematic design as well. The schematic design phase will include preparation of rough plans, collect information from user groups, evaluate soils reports and geotechnical engineering reports, and conceive an estimated budget in addition to packaging the information for bridging documentation if the district selects to proceed with an alternative construction delivery method such as Design Build (DB). Informally, schematic design defines itself as test to fit or a construction feasibility report. Little Architectural submitted a proposal for schematic design at \$230K for this building which was approved at the April 18, 207 Board of Trustees meeting and is being funded by the Measure G allocation for this project. Decisions about how to proceed with the project will be made after the completion and review of the schematic design.

6. Conversion of AA Hanger to Welding Shop: The purpose of this alteration is to relocate and expand the existing welding shop, currently located in the Technology building, into the AA building to provide a functional instructional welding shop with upgraded HVAC and exhaust systems required by the welding stations. Feasibility study and design-development level drawings are now in progress to establish the project budget and scope.

COMMITTEE HISTORY

None

FISCAL IMPACT

None

RECOMMENDATION

This report is being submitted for informational purposes.

FISCAL IMPACT

None

RECOMMENDATION

The Superintendent/President recommends that the Board of Trustees accept the Campus Judicial Board recommendation to expel student #xxxx9144 for violating Glendale Community College District Administrative Regulation 5500 - Standards of Student Conduct, Procedural Guidelines and Disciplinary Action.

GLENDALE COMMUNITY COLLEGE DISTRICT

May 16, 2017

NEW BUSINESS REPORT NO. 3

TO: Board of Trustees

SUBMITTED BY: David Viar, Superintendent/President

REVIEWED BY: Anthony Culpepper,
Executive Vice President, Administrative Services

PREPARED BY: Amir Nour, Controller

SUBJECT: ESTABLISHING NEW FUND FOR ACCOUNTING FOR
GENERAL OBLIGATION BOND PROCEEDS

DESCRIPTION OF HISTORY / BACKGROUND

On November 8, 2016, Measure GC was approved by the voters. This measure allowed the college to issue \$325 million in General Obligation bonds. The college is required to account for the use of the bond proceeds in a separate fund. The County Office of Education requires board approval to establish this fund.

COMMITTEE HISTORY

College Executive Committee May 9, 2017

FISCAL IMPACT

None

RECOMMENDATION

The Superintendent/President recommends that the Board of Trustee approve the establishment of a new fund to account for the proceeds from our General Obligation bond.

GLENDALE COMMUNITY COLLEGE DISTRICT

May 16, 2017

NEW BUSINESS REPORT NO. 4

TO: Board of Trustees

SUBMITTED BY: David Viar, Superintendent/President

PREPARED BY: Susan Courtney, Director, Business Services

SUBJECT: APPROVAL OF ALLOCATION AND EXPENDITURE OF
GENERAL OBLIGATION BOND FUNDS

DESCRIPTION OF HISTORY / BACKGROUND

On February 21, 2017, the Board of Trustees approved Resolution #22-2016-2-17 authorizing the issuance of the Election of 2016 General Obligation Bonds, Series A and related actions and a separate fund for these monies is being established. In addition, Board of approval of allocation of monies is required before expenses can be incurred. All allocations must be in line with represented expenditures. One of these approved expenditures is for infrastructure modernization and repairs. In order to commence projects related to this area, the allocation of funds must be approved. At this time, the District has prioritized and identified a list of projects for the first year. These projects include plumbing, mechanical, electrical, roof, and security upgrades and repairs. A partial allocation of infrastructure funding in the amount of \$8,000,000 is being requested. An informational report will be submitted every month to provide updates on the bond expenditures and board approval will be requested for any and all future allocation of bond monies.

COMMITTEE HISTORY

College Executive Committee May 9, 2017

FISCAL IMPACT

None.

RECOMMENDATION

The Superintendent/President recommends that the Board of Trustees approve the allocation of \$8,000,000 of bond monies to Infrastructure Modernization and Repairs.

GLENDALE COMMUNITY COLLEGE DISTRICT

June 20, 2017

NEW BUSINESS REPORT NO. 7

TO: Board of Trustees

SUBMITTED BY: David Viar, Superintendent/President

REVIEWED BY: Anthony Culpepper, Executive Vice President,
Administrative Services

PREPARED BY: Susan Courtney, Director, Business Services

SUBJECT: APPROVAL OF PURCHASE OF EQUIPMENT FOR
INFORMATION TECHNOLOGY UNDER A PRE-
NEGOTIATED AGREEMENT WITH THE NATIONAL
ASSOCIATION OF PROCUREMENT OFFICIALS
THROUGH CDWG

DESCRIPTION OF HISTORY/BACKGROUND

The college is updating equipment and servers related to the Oracle enterprise resource system. California Public Contract Code section 20651 requires a district to advertise publicly for bids for the purchase of goods involving an expenditure of \$87,800 or more. As a limited exception, where no practical value exists to the district in publicly advertising for bids, the governing board of the district may make a finding that it is in the district's best interests to acquire equipment without formal, public advertising and receiving of bids. Exceptions include piggyback and multiple award contracts that have been previously bid and/or awarded after a formal request for proposal process.

The National Association of Procurement Officials (NASPO), formerly known as the Western States Contracting Alliance (WCSCA), has previously bid and awarded Contract Number WSCA MNWNC-121 Participating Addendum for California Contract Number: 7-15-70-34-006. This contract allows community colleges to enter into contracts under the same terms and conditions. Since this contract was previously bid, the District can award the contract without a formal bid. CDWG is an authorized reseller under this agreement.

COMMITTEE HISTORY

College Executive Committee June 13, 2017

FISCAL IMPACT

The cost of the purchase and installation will be \$138,101.12. Monies are available through the Measure G Technology Allocation.

RECOMMENDATION

The Superintendent/President recommends that the Board of Trustees approve the purchase of equipment and servers under the pre-awarded NASPO Contract with CDWG.

GLENDALE COMMUNITY COLLEGE DISTRICT

July 18, 2017

NEW BUSINESS REPORT NO. 2

CONSIDERATION OF BID

TO: Board of Trustees

SUBMITTED BY: David Viar, Superintendent/President

REVIEWED BY: Anthony Culpepper, Executive Vice President,
Administrative Services

PREPARED BY: Susan Courtney, Director, Business Services

SUBJECT: APPROVAL OF AN AGREEMENT WITH LITTLE
DIVERSIFIED ARCHITECTURAL CONSULTING FOR
SCHEMATIC DESIGN OF THE PHYSICAL EDUCATION
EXPANSION PROJECT

DESCRIPTION OF HISTORY/BACKGROUND

Little Diversified Architectural Consulting has provided architectural services for the college and prepared the Final Project Proposal for the Physical Education Expansion Project. The next step is to prepare the schematic design. Approval of the agreement with Little Diversified Architectural Consulting will allow the college to move the project forward to the design drawing and construction phase of the project.

COMMITTEE HISTORY

College Executive Committee July 11, 2017

FISCAL IMPACT

\$2,805,000. Funds are available from the Measure G Bond allocation for the project.

RECOMMENDATION

The Superintendent/President recommends that the Board of Trustees approve the agreement with Little Diversified Architectural Consulting.

GLENDALE COMMUNITY COLLEGE DISTRICT

July 18, 2017

NEW BUSINESS REPORT NO. 3

TO: Board of Trustees

SUBMITTED BY: David Viar, Superintendent/President

REVIEWED BY: Anthony Culpepper, Executive Vice President
Administrative Services

PREPARED BY: Susan Courtney, Director, Business Services

SUBJECT: APPROVAL OF ALLOCATION AND EXPENDITURE OF
GENERAL OBLIGATION BOND FUNDS - MEASURE GC

DESCRIPTION OF HISTORY / BACKGROUND

On February 21, 2017, the Board of Trustees approved Resolution #22-2016-2017 authorizing the issuance of the Election of 2016 General Obligation Bonds, Series A and related actions, and a separate fund for these monies has been established. In addition, Board approval for allocation of monies is required before expenses can be incurred. All allocations must be in line with represented expenditures. One of these approved expenditures is for infrastructure modernization and repairs. In order to commence projects related to this area, the allocation of funds must be approved. An allocation of the Physical Education Project in the amount of \$34,000,000 which includes construction and soft costs, including inspection and construction management. In addition, approval is requested for an allocation for Technology in the amount of \$1,500,000. These projects include the PeopleSoft Upgrade, new hardware for the Oracle Business Applications, back-up and storage equipment upgrade and replacement, classrooms upgrades as well as other approved projects. An informational report will be submitted every month to provide updates on the bond expenditures and board approval will be requested for any and all future allocation of bond monies.

COMMITTEE HISTORY

College Executive Committee July 11, 2017

FISCAL IMPACT

None.

RECOMMENDATION

The Superintendent/President recommends that the Board of Trustees approve the allocation of \$34,000,000 of bond monies to the Physical Education Building Replacement Project and \$1,500,000 for Technology.

GLENDALE COMMUNITY COLLEGE DISTRICT

July 18, 2017

NEW BUSINESS REPORT NO. 4

TO: Board of Trustees

SUBMITTED BY: David Viar, Superintendent/President

REVIEWED BY: Anthony Culpepper, Executive Vice President
Administrative Services

PREPARED BY: Susan Courtney, Director, Business Services

SUBJECT: APPROVAL OF REALLOCATION AND EXPENDITURE OF
GENERAL OBLIGATION BOND FUNDS MEASURE G

DESCRIPTION OF HISTORY / BACKGROUND

The delay in completion of the Lab/College Services Building Project has resulted in extensions of the agreements with the architects, inspectors and construction management. In order to insure an adequate allocation for the remainder of the project, it is requested that the secondary effects allocation be reallocated and added to the construction allocation.

COMMITTEE HISTORY

College Executive Committee July 11, 2017

FISCAL IMPACT

None.

RECOMMENDATION

The Superintendent/President recommends that the Board of Trustees approve the reallocation of \$2,363,335.83 from Lab/College Services Secondary Effects to Lab/College Services Building Construction project.

GLENDALE COMMUNITY COLLEGE DISTRICT

September 12, 2017

NEW BUSINESS REPORT NO. 4

TO: Board of Trustees

SUBMITTED BY: David Viar, Superintendent/President

REVIEWED BY: Anthony Culpepper, Executive Vice President,
Administrative Services

PREPARED BY: Susan Courtney, Director, Business Services

SUBJECT: ACCEPTANCE OF BID – COMMUNICATIONS AND
COMMUNITY RELATIONS OFFICE PROJECT

DESCRIPTION OF HISTORY/BACKGROUND

The Communications and Community Relations Office Project will remodel the Public Information Office and Publications on the second floor of the Administration Building to make the offices more efficient and collaborative.

On August 16, 2017 bids were received for the Communications and Community Relations Office Project. The bids came in as listed below.

Summary of Bids

1. USTA	\$ 77,337
2. The Nazerian Group	\$223,123

COMMITTEE HISTORY

College Executive Committee September 5, 2017

FISCAL IMPACT

\$77,337. This project is being funded by Measure GC.

RECOMMENDATION

The Superintendent/President recommends that the Board of Trustees accept the bid for the Communications and Community Relations Office Project to the lowest responsive, responsible bidder, USTA in the amount not to exceed \$77,337.

GLENDALE COMMUNITY COLLEGE DISTRICT

September 12, 2017

NEW BUSINESS REPORT NO. 3

TO: Board of Trustees
SUBMITTED BY: David Viar, Superintendent/President
SUBJECT: FACILITIES MASTER PLAN AMENDMENT

DESCRIPTION OF HISTORY/BACKGROUND

The passage of Measure GC enabled the Board of Trustees to put in place priorities for implementation of various aspects of the 2015 Facilities Master Plan. Included within those priorities was purchase of land adjacent to the Garfield Campus. While the Facilities Master Plan addresses a number of issues and challenges related to existing Garfield campus conditions, the most pressing identified is “parking for staff and students.”

To address this major issue it is important for the Board to amend the Facilities Master Plan Order of Implementation recommendations for the Garfield Campus included at page 2.32 of the 2015 Facilities Master Plan. The proposed new order would be:

1. Land Acquisition
2. Surface Parking
3. Campus-wide Repurposing
4. Tropico Building Renovation

The process is now underway for the purchase of the 13 properties surrounding the Garfield Campus bounded by East Garfield Avenue on the north, East Acacia Avenue on the south, South Adams Street on the west, and South Chevy Chase Drive on the east. Acquisition of those properties will allow for the addition of approximately 260 parking spaces. This could bring the total parking available for the Garfield Campus to 438 spaces. The on-campus ratio of 1 space for every 23 students would decrease to 1 space for every 9.4 students. The Verdugo Campus ratio is 1 space for every 5.1 students.

A surface parking site plan for the campus accompanies this report.

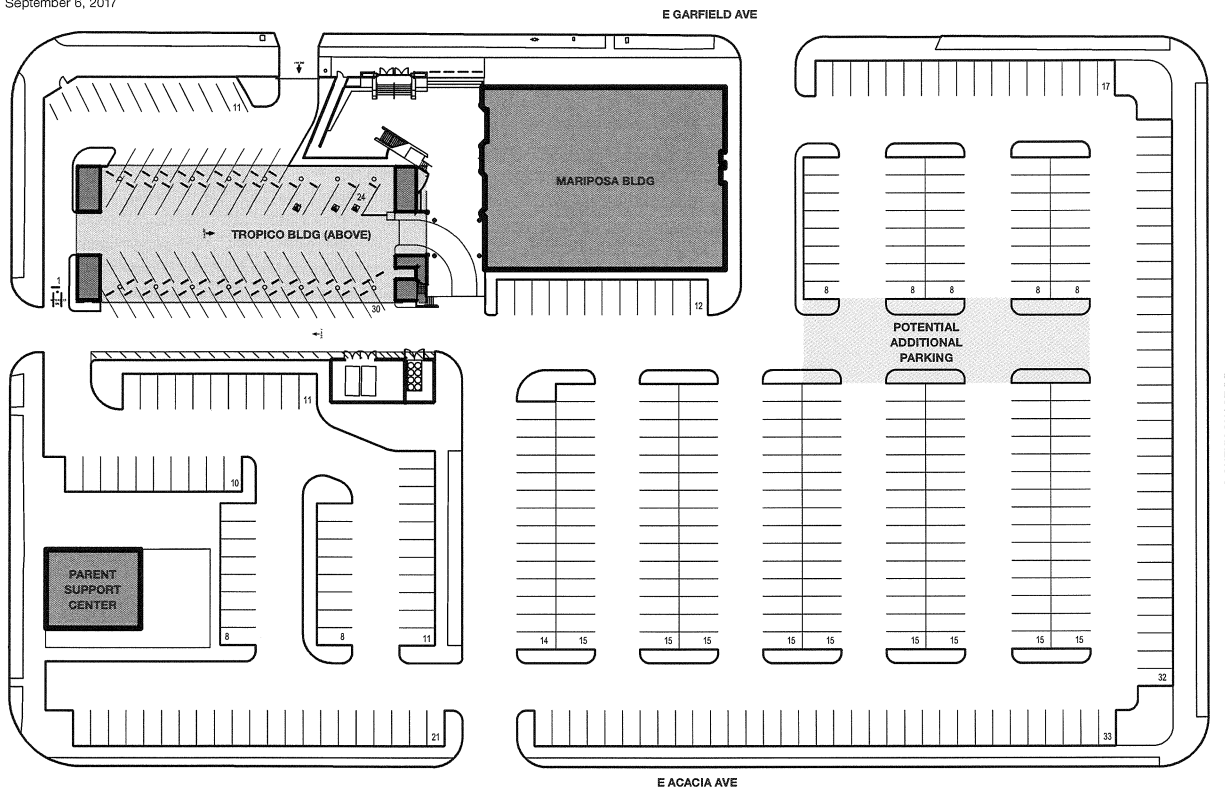
COMMITTEE HISTORY

College Executive Committee September 5, 2017

RECOMMENDATION

The Superintendent/President recommends that the Board of Trustees amend the Facilities Master Plan to reflect the proposed new order for improvements at the Garfield Campus: 1) land acquisition, 2) surface parking, 3) campus-wide repurposing, and 4) Tropic Building renovation.

September 6, 2017

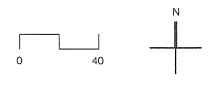


Notes

- 418 spaces as shown
- Additional 15 to 20 spaces in blue area if drive aisle is eliminated

Site Plan

Parking Study
Glendale Community College District
Garfield Campus



HMC Architects

GLENDALE COMMUNITY COLLEGE DISTRICT

October 17, 2017

INFORMATIONAL REPORT NO. 4

TO: Board of Trustees

SUBMITTED BY: David Viar, Superintendent/President

REVIEWED BY: Anthony Culpepper, Executive Vice President,
Administrative Services

SUBJECT: PLANS FOR VERDUGO GYM EXPANSION

DESCRIPTION OF HISTORY / BACKGROUND

The Seismic Replacement of the 1937 Physical Education Building was a project whose need was recognized in the 2015 Facilities Master Plan, was discussed as part of the Measure GC Facilities Bond projects, and was approved by the Board as the first project to be addressed during the first phase of use of Measure GC authorized bond funds.

The plans call for replacing the oldest portion of the Verdugo Gymnasium complex built in 1937 which does not meet current structural building code requirements and cannot be feasibly upgraded. The replacement portion of the building will include new shower and locker facilities to accommodate women's and men's athletic programs, a weight room, and training facilities. Also included will be classroom facilities, improved faculty offices, facilities to support Adapted Physical Education, a second gymnasium, and elevator access between floors not now available.

As designed the project includes outdoor upgrades that will provide accessible paths of travel to Sartoris Field, public restrooms and concession area to serve spectators at the field, and a shaded outdoor space for fitness training, yoga and outdoor disabled exercise training.

In preparation for the start of the construction project, renovation of portions of the Sierra Nevada Building will occur to replace temporarily the lockers and shower facilities needed for student athletes. Several of the portable buildings in the San Fernando complex will be used for swing space during the construction.

The project construction costs are estimated at about \$34 million dollars.

Substantial infrastructure upgrades are necessary to support the Verdugo Gym Expansion, future construction within San Fernando Complex and Central Plant I Upgrade at an estimated amount of 5 million dollars.

These infrastructure improvements include new fire lane to the north of the PE building; extension of chilled water pipe from Sierra Vista to Central Plant I and Administration Building; upgrade deficient sewer lines; and installation of a transformer and switchgear to serve the new PE and future building within San Fernando Complex.

Estimated timeline for the construction of Verdugo Gym Expansion:

Board of Trustees overview the plans for the project: October 17, 2017

DSA Submittal: January 2018

DSA Issuance of Permit: August 2018

Bidding Process: September-November 2018

Construction: December 2018-April 2020

Close out/Certification: May 2020

Occupancy: Fall 2020

COMMITTEE HISTORY

College Executive Committee October 10, 2017

FISCAL IMPACT

The estimated costs are allocated as follows based on Final Design and Required Infrastructure Improvement to support new structure and future structures based on full geotechnical, environmental and underground investigations.

Cost Estimate:

1) Verdugo Gym	59,785SF X \$435.96	= \$ 26,064,000
2) Sierra Nevada Gym	4,515SF X \$253.00	= \$ 1,142,295
3) Building Demolition & Site Preparation	15,200SF X \$215.19	= \$ 3,271,000
4) Environmental Impacts/Remediation	1,130SF X \$122..12	= \$ 138,000
5) Possible Building Shoring/Stabilization	1,200SF X \$425.00	= \$ 510,000
6) Swing Space/Relocation	4,515SF X 42.00	= \$ 189,630
7) Unforeseen Infrastructure Improvements found through Investigation		= \$ 2,310,000
8) Unforeseen Construction Contingency		= \$ 2,580,577
9) Furniture Finishes and equipment		= \$ 690,000
10) Soft Costs: Design, Inspections, and others.		= \$ 5,052,000

Complete Estimate Total = \$ **41,947,502**
\$ 701.64 SF

RECOMMENDATION

This report and Powerpoint presentation during the Board meeting are being submitted for informational purposes.

GLENDALE COMMUNITY COLLEGE DISTRICT

October 17, 2017

NEW BUSINESS REPORT NO. 1

TO: Board of Trustees

SUBMITTED BY: David Viar, Superintendent/President

REVIEWED BY: Anthony Culpepper, Executive Vice President
Administrative Services

SUBJECT: APPOINTMENT OF MEMBERS TO THE INDEPENDENT
CITIZENS' BOND OVERSIGHT COMMITTEE

DESCRIPTION OF HISTORY / BACKGROUND

An election was held in the Glendale Community College District on November 8, 2016 for the issuance and sale of general obligation bonds of the Glendale Community College District (the "District"). Measure GC was approved under Proposition 39 which requires that the District establish, populate and empower an independent citizens' bond oversight committee. The District previously had a bond oversight committee established for Measure G in connection with the issuance of bonds under Measure G. In October 2017 the Board expanded the responsibilities of the Glendale Community College District Independent Citizens' Bond Oversight Committee to include the review of expenditures of the Measure GC bond proceeds and approved Amended and Restated Bylaws which set forth the expanded powers and responsibilities of the Committee. The GCC Executive Vice President of Administrative Services serves as the chief college staff member in support of the work of the Committee.

Members of the committee may serve no more than three consecutive terms of two years each. Those members appointed to serve on the committee prior to adoption of the new By-Laws in October 2017 have terms running from July 1 – June 30. Those appointed after October 2017 serve terms that commence as of the date of the appointment by the Board of Trustees.

Proposition 39 requires that the oversight committee consist of at least seven members representing the following areas:

- Local business organization
- Senior citizens' organization
- Taxpayer organization
- Currently enrolled student active in student government
- District support organization such as the College Foundation
- Community at-large (at least two)

First Term Members:

Roberta Hacopian (1 st term ending June 2018)	Senior citizens organization
Harry Leon (1 st term ending June 2018)	Taxpayer organization
Ani Nazaryan (1 st term ending June 2018)	Support organization

Second Term Members:

Armik Avedisian (2 nd term ending June 2018)	Business organization
John Kociemba (2 nd term ending June 2018)	Community at-large
Kevin Lee (2 nd term ending June 2018)	Community at-large
Sophal Ear (2 nd term ending June 2019)	Community at-large
Larry Hanson (2 nd term ending June 2019)	Support organization

With the sale of \$122 million of the first phase of the Measure GC facilities bonds and significant increase in responsibilities for the oversight committee it was determined the membership of the committee should be increased to at least 12 members.

For the past several months the District has solicited from community organizations and through its website applicants to serve on the Independent Citizens' Bond Oversight Committee. Six members of the community submitted applications.

According to the By-Laws of the Independent Citizens' Bond Oversight Committee, the Superintendent/President is to review the applications and make recommendations to the Board. Criteria considered in development of the recommendations were: 1. Proposition 39 required representation, 2. Glendale geographic diversity, 3. demographic diversity, 4. special area of expertise and experience helpful to the work of the committee, and 5. community service.

The following two individuals are recommended for appointment to the Independent Citizens' Bond Oversight Committee for terms ending June 30, 2019:

Zanku Armenian (Business Representative)

Mr. Armenian works for Southern California Edison. He serves as chairman of the Glendale Community Development Block grant Advisory Committee and previously served on the Glendale Water and Power Commission. He also serves on the boards of the LA County Business Federation, the Armenian American Business Council, the Armenian National Committee of Glendale, the Rossmoyne Homeowners Association, and the Southern California Leadership Council. He co-chaired the Yes on Measure GC campaign.

Annie Reed (Community at-large)

Dr. Annie G. Reed is an educational administrator in the Los Angeles Community College District and also an adjunct assistant professor of law. She has served on Los Angeles Valley College bond oversight user groups committees related to several major projects. She has been active with the Chevy Chase Estates neighborhood group and served on the Glendale Historical Preservation Committee.

Approval of these two persons will bring the membership of the Committee to ten. Of the membership, two will be women; four represent the community at-large, two represent a college support organization, two represent business, and one each represent taxpayer organization and senior citizens organization; three reside in zip code area 91214, two in 91208, two in 91206, and one each in 91201, 91202, and 91207.

Two positions remain open to achieve at least 12 members. Expanded efforts will be taken to solicit applications from the south Glendale zip code areas of 91203, 91204, 91205 and 91210.

COMMITTEE HISTORY

College Executive Committee October 10, 2017

FISCAL IMPACT

Because the Education Code prohibits the use of bond funds for the support of the Committee, there may be a limited fiscal impact to the General Fund resulting from the creation of and the District's support of the Committee.

RECOMMENDATION

The Superintendent/President recommends that the Board of Trustees approve the appointments of Zanku Armenian and Annie G. Reed to the Glendale Community College District Independent Citizens' Bond Oversight Committee for terms ending June 30, 2019.

GLENDALE COMMUNITY COLLEGE DISTRICT

November 21, 2017

NEW BUSINESS REPORT NO. 6

TO: Board of Trustees

SUBMITTED BY: David Viar, Superintendent/President

REVIEWED BY: Anthony Culpepper, Executive Vice President,
Administrative Services

PREPARED BY: Susan Courtney, Director, Business Services

SUBJECT: ACCEPTANCE OF BID – LIBRARY CEILING AND DOME
RENOVATION PROJECT

DESCRIPTION OF HISTORY/BACKGROUND

The Library Ceiling and Dome Renovation Project will renovate the second floor and dome of the Library.

On November 6, 2017 bids were received for the Library Ceiling and Dome Renovation Project. The bids came in as listed below.

Summary of Bids

Bidders	Bid Amount
1. JR Universal Construction, Inc.	\$638,021
2. The Nazerian Group	\$744,123

COMMITTEE HISTORY

College Executive Committee November 14, 2017

FISCAL IMPACT

\$638,021. This project is being funded by Measure GC.

RECOMMENDATION

The Superintendent/President recommends that the Board of Trustees accept the bid for the Library Ceiling and Dome Renovation Project to JR Universal Construction, Inc., the lowest responsive, responsible bidder in the amount not to exceed \$638,021.

GLENDALE COMMUNITY COLLEGE DISTRICT

November 21, 2017

NEW BUSINESS REPORT NO. 7

TO: Board of Trustees

SUBMITTED BY: David Viar, Superintendent/President

REVIEWED BY: Anthony Culpepper, Executive Vice President,
Administrative Services

PREPARED BY: Susan Courtney, Director, Business Services

SUBJECT: ACCEPTANCE OF BID – SIERRA NEVADA TEMPORARY
ATHLETICS SUPPORT FACILITIES AND ADA PATH OF
TRAVEL PROJECT

DESCRIPTION OF HISTORY/BACKGROUND

The Sierra Nevada Temporary Athletics Support Facilities and ADA Path of Travel Project will remodel the Sierra Nevada showers and lockers to accommodate the athletes during the PE Remodel project as well as bring the area into compliance with the Campus Path of Travel Plan to make the areas more accessible.

On October 18, 2017 bids were received for the Sierra Nevada Temporary Athletics Support Facilities and ADA Path of Travel Project. The bids came in as listed below.

Summary of Bids

Bidders	Bid Amount
1. United Construction & Landscape Inc	\$669,000*
2. PCN3, Inc.	\$780,000
3. Y Ko Construction Co Inc	\$789,000
4. Access Pacific	\$793,000
5. Telacu Construction Management	\$805,000
6. Marjani Builders Inc	\$824,000
7. The Nazerian Group	\$944,123
8. CABD Construction Inc	\$1,950,000

* Bid withdrawn due to clerical error.

COMMITTEE HISTORY

College Executive Committee November 14, 2017

FISCAL IMPACT

\$780,000. This project is being funded by Measure GC.

RECOMMENDATION

The Superintendent/President recommends that the Board of Trustees accept the bid for the Sierra Nevada Temporary Athletics Support Facilities and ADA Path of Travel Project to PCN3, Inc. the lowest responsive, responsible bidder in the amount not to exceed \$780,000.

GLENDALE COMMUNITY COLLEGE DISTRICT

November 21, 2017

NEW BUSINESS REPORT NO. 8

TO: Board of Trustees

SUBMITTED BY: David Viar, Superintendent/President

REVIEWED BY: Anthony Culpepper, Executive Vice President,
Administrative Services

PREPARED BY: Susan Courtney, Director, Business Services

SUBJECT: CHANGE ORDER NO. 001 – COMMUNICATIONS AND
COMMUNITY RELATIONS OFFICE PROJECT

DESCRIPTION OF HISTORY/BACKGROUND

The bid proposal from USTA Construction Inc for the Communications and Community Relations Office Project to remodel the Public Information Offices accepted on October 17, 2017. This change order adds as set forth below.

COMMITTEE HISTORY

College Executive Committee November 14, 2017

FISCAL IMPACT

The cost for Change Order No. 001 is \$18,906.80. Funds are available in Measure GC allocated for this project.

RECOMMENDATION

The Superintendent/President recommends that the Board of Trustees approve Change Order No. 001 for the Communications and Community Relations Office Project and that the contract price be amended to reflect an increase of \$18,906.80.

CHANGE ORDER NO.001 SUMMARY

1. Skim coating for preparation for painting due to unforeseen circumstances.
\$9,223.50

2. Reduction in Contract time due to alternate door manufacturer with shorter lead time for delivery. New completion date is November 10, 2017.
\$0

3. Added electrical panel and extended runs and phasing per owner request.
\$9,683.30

TOTAL FOR CHANGE ORDER NO. 001 **\$18,906.80**

Original contract price	\$77,337.00
New change by previous change orders	\$ 0.00
Contract price prior to this change order	\$77,337.00
Amount contract price increased by this C/O	\$18,906.80
New contract price	\$96,243.80

Change in Project Schedule: Change Order No. 001 includes zero days to contract for additional work. Contract Completion Date moved up to November 10, 2017 due to change in manufacturer for the door.

GLENDALE COMMUNITY COLLEGE DISTRICT

November 20, 2017

NEW BUSINESS REPORT NO. 9

TO: Board of Trustees

SUBMITTED BY: David Viar, Superintendent/President

REVIEWED BY: Anthony Culpepper, Executive Vice President,
Administrative Services

PREPARED BY: Susan Courtney, Director, Business Services

SUBJECT: CHANGE ORDER NO. 020 – LAB/COLLEGE
SERVICES BUILDING

DESCRIPTION OF HISTORY/BACKGROUND

The bid proposal from Mallcraft, Inc. for the Lab/College Services Building Project was accepted on July 31, 2013. Mallcraft was terminated and their surety took over the completion of the Project. At the beginning of the project the state had set aside \$2,122,000 for changes in scope from the original contract price. In addition, funds in the amount of \$1,192,000 were released by the State to cover some of the additional costs for unforeseen field conditions related to hard bedrock and ground water issues. The College augmented the project budget for its share of these costs in the amount of \$194,000. The total contingency amount available for the project was \$3,508,000.

COMMITTEE HISTORY

College Executive Committee November 14, 2017

FISCAL IMPACT

Original Estimated Construction Cost	\$39,066,201.00
Original contract price	\$34,678,000.00
Increase by change orders	\$ 3,764,183.00
New contract price	\$38,442,183.00
Balance remaining in contingency reserves	\$ 0.00

The Board of Trustees approved the reallocation of \$2,363,335.83 from Lab/College Services Secondary Effects to Lab/College Services Building Construction project to cover the extensions of contracts and additional costs at the Board Meeting on July 18, 2017 so there are sufficient funds allocated at this time to cover the costs.

SCHEDULE IMPACT

Change in Project Schedule: Change Order No. 020 includes zero (0) days to contract for additional work. Contract Completion Date remains December 10, 2015. The adjustment of the Contract Time is pending negotiations.

RECOMMENDATION

The Superintendent/President recommends that the Board of Trustees approve Change Order No. 020 for the Lab/College Services Building and that the contract price be amended to reflect an increase of \$91,709.00

CHANGE ORDER NO. 020 SUMMARY

- 1) Traveler's Change Order #020A - 021 is for the cost impact to implement RFI 1330 which changes door assemblies 403 and 404 to 60-minute rating. Doors 403 and 404 were previously specified to be un-rated. The scope of work includes rating the existing door assembly in place, installing door closures for code compliance and removing hold-open arms. (TBH COR 021) Architecture Design Issue. \$3,385.00

- 2) Traveler's Change Order #020B – 022 Added Scope to include RFI 1000 and the revised expansion joint detail at Doors 365 and 396. The original contract documents specify detail 15/A9.3.3 for the expansion joint at door 365c and 396 thresholds. COR TBH-022 contains the net change impact for the sheet metal subcontractor. (TBH COR 022) Architecture Design Issue. \$1,095.00

- 3) Traveler's Change Order #020C –023 Added Scope Include COR TBH-023 contains the cost impact to implement RFI 1375 and the added grommets in Rm 312 per the response to RFI 1375. RFI 1375 added four grommet holes and grommets to the service counter in Bursar's Office Rm 312. TBH-023 contains the cost to core the holes and procure and install the grommets.(TBH COR 023) Architecture Design Issue. \$616.00

- 4) Traveler's Change Order #020D –024 Added Scope to include COR TBH-024 contains the cost impact to implement PR 57 and RFI 1376 for the added smoke detectors in the Mechanical Level Penthouse. TBH-024 contains the cost to install and test the smoke detector. The installation requires the contractor to scrape and repair monokote to support their system from the beam. TBH-024 includes the cost to scrape and patch the fireproofing as part of this scope of work. (TBH COR 024) Mechanical Design Issue. \$85,008.00

- 5) Traveler's Change Order #020E – 025 Added scope to include COR TBH-025 contains the cost impact to remove and install the (36) replacement batteries procure by GCCD for Builders' Risk claim no. 5570153743. The cost impact is for battery removal and installation only. TBH-025 does not include any cost for battery disposal, Disposal by District. (TBH COR 025) Default Driven Issue. \$1,605.00

TOTAL FOR CHANGE ORDER NO. 020

\$91,709.00

GLENDALE COMMUNITY COLLEGE DISTRICT

December 19, 2017

NEW BUSINESS REPORT NO. 2

TO: Board of Trustees

PREPARED AND
SUBMITTED BY: David Viar, Superintendent/President

SUBJECT: MEMORANDUM OF UNDERSTANDING WITH THE CITY
OF GLENDALE FOR JOINT USE OF FIRE TRAINING
FACILITY

DESCRIPTION OF HISTORY/BACKGROUND

The Glendale Community College Fire Technology and Training Program is a California State Board of Fire Services and California Office of the State Fire Marshal certified and accredited regional training program. The college is one of 36 accredited regional training programs in the state. The program includes fire technology courses leading to a certificate of completion in Fire Technology and/or an A.S. degree in Fire Technology, a Basic Fire Academy, and California State Fire Training and Education System courses. Graduates of the Verdugo Fire Academy complete the training portion required for Firefighter I recognition which enhances the ability for individuals to be hired with state and local fire safety agencies.

The GCC Verdugo Fire Academy was established 17 years ago in a partnership between the college and the City of Glendale Fire Department. Today, the Verdugo Fire Academy is supported by 17 fire departments within the Verdugo Fire System. The Academy uses facilities on the Verdugo Campus of GCC for classroom space and specialty courses to accommodate up to fifty students per academy. At GCC there is space to store self-contained breathing apparatus, turnouts, chainsaws, hand tools, radios, and other small equipment necessary for conducting training. Also housed at the college are two Type I engines and one aerial truck donated by the Glendale Fire Department for training. Training ground facilities, apparatus, equipment, and other support are provided at other locations throughout Los Angeles and Orange Counties.

Planning has been underway between City Fire and Glendale Community College to build a new state-of-the-art fire training center located at 541 W. Chevy Chase Drive to enhance the training for firefighters. The planning has included consideration of approaches to house the GCC Verdugo Fire Academy at the training center rather than on the Verdugo Campus of GCC. To memorialize those discussions and recognize the importance of

pooling the resources of the City and College for this important goal of a joint-use fire training facility, a Memorandum of Understanding has been developed for action by the GCC Board of Trustees and the Glendale City Council.

The first phase of the development of the fire training center facility improvements is the design and building of a new live fire training facility. The GCCD share of the costs will be \$300,000 of the estimated \$750,000 cost for construction. Presently student members of the Verdugo Fire Academy must go to Orange County for live fire training.

Under the terms of the MOU, the GCC Verdugo Fire Academy will be allowed to use the Glendale Fire Training Center Facility and any authorized surrounding classrooms and staging areas located in the vicinity of the facility. Permitted use of the fire training center facility will be three weeknights each week after 5:00 p.m. and four weekend days each month. Additional use will be allowed on additional weeknights and weekends at no additional cost with prior notice and agreement.

Sharing of the Glendale Fire Training Center Facility and use by the Verdugo Fire Academy will strengthen the partnership and enhance the experiences of the student participants in the Verdugo Fire Academy. The move of the Academy to the Glendale Fire Training Center Facility also will free space at the Verdugo Campus in the Arts and Aviation Building for development of a state-of-the-art welding facility.

COMMITTEE HISTORY

College Executive Committee

December 12, 2017

FISCAL IMPACT

Initial contribution of \$300,000 from Measure GC facilities bond funds

RECOMMENDATION

The Superintendent/President recommends that the Board of Trustees approve the attached Memorandum of Understanding between the City of Glendale and the Glendale Community College District for the common development and support of a joint-use fire training facility.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF GLENDALE AND
THE GLENDALE COMMUNITY COLLEGE
FOR FIRE TRAINING FACILITY**

This Memorandum of Understanding ("MOU") made an entered into as of _____, 2017, by and between the City of Glendale, a municipal corporation and chartered city of the State of California political subdivision of the State of California, ("City") and the Glendale Community College District, a community college district organized and existing under the laws of the State of California ("District") City of Glendale, a California city, special district, or agency. Each party is referred to herein individually as "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the City has planned to build a new state-of-the-art fire training center located at 541 W. Chevy Chase Drive, Glendale, California ("Facility") for the purpose of offering training for firefighters;

WHEREAS, the City has become aware that District has similar needs for training firefighters enrolled in its academy;

WHEREAS, in order to avoid duplication of efforts and costs by the Parties, the Parties desire to pool their resources and allow the District to contribute financially toward the building of the Facility;

WHEREAS, it is in the public interest for public agencies to combine resources where feasible;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein the parties hereto agree as follows:

1. PURPOSE. The purpose of this Agreement is to enumerate the District financial contribution for the first phase of the construction of the Facility and outline the District permitted use of the Facility for the purpose of training firefighters.

2. TERM. The term of this agreement shall be for a period of fifteen years, beginning on the effective date. By mutual consent, the parties shall have the right, by notifying the other party in writing not more than six months and not less than three months before the expiration of this agreement to renew this agreement for a further period of five years. The agreement shall be renewed on the same conditions, save and except the fees to be paid which may be amended at the time of the renewal.

3. **RESPONSIBILITY OF CITY.** City has initiated its plans to design and build a new live fire training facility at 541 W. Chevy Chase Drive, Glendale as the first phase of development of the Facility. City further intends to maintain Facility for the duration of this agreement for the benefit of the use of the City and District. City grants to District the right to use the Facility and any authorized surrounding classrooms and staging areas located in the vicinity of the Facility for and in consideration of the fees paid by District as set forth below and in accordance to the agreed upon schedule.

4. **RESPONSIBILITY OF DISTRICT.** District agrees to pay to City \$300,000 for its share of the first phase of the Facility construction costs upon signing this agreement. For the duration of this agreement, City grants to District the right to use the Facility in accordance to the schedule agreed upon herein. District will see that the Facility is not misused or abused, that there is proper authorized District supervision at all times, that the Facility is used in conformity with all policies of the City, and that all other terms of this agreement are adhered to and followed. District shall not make any alterations to the Facility, any fixtures, building systems, or equipment. At the end of each use, the Facility shall be left in a clean, safe condition. District shall remove from the Facility all property and materials belonging to the District.

5. **DAMAGE TO FACILITY.** If District damages the Facility, City shall have the option of either (i) requiring District, at District's own expense and risk, to restore the Facility to the condition existing prior to its use, or (ii) itself making the repairs and restorations to the Facility. City shall have sole and complete discretion in deciding which option to exercise. If City decides to itself make the repairs and restorations to the Facility, the costs for same shall be borne solely by District. District shall reimburse City for any repairs or restoration necessary to repair damages to the Facility caused by District or the participants of District within sixty days after City presents District with a written statement or invoice reflecting the nature and costs of the repairs.

6. **EXERCISE OF CARE.** District shall exercise care in the use of the Facility and adjacent areas and shall comply with guidelines to reduce excessive wear or damage. District agrees to keep the Facility and adjacent areas in a clean and orderly condition and to remove all waste material at the conclusion of its use, unless City agrees, in writing, to be responsible for cleanup, removal of waste or recycling.

7. **SCHEDULE.** District shall have full use of the Facility and any authorized surrounding classrooms and staging area located in the vicinity of the Facility three weeknights each week after 5:00 p.m. and four weekend days each month. By no later than January 1 and June 1 of each year, the Parties shall agree upon a schedule for the use of the District in the following six months. With prior notice and agreement on the part of the City, District may have additional use of the Facility on additional weeknights and weekends at no additional fee.

8. **FEES.** For the use of the Facility, District shall pay \$300,000 at the signing of this agreement as its share of the construction costs. District shall have no additional cost of construction fees for the use of the Facility during the first phase of the construction of the Facility. Future expansion of the Facility may require additional cost of construction fees to be paid by District. District shall be responsible for the payment of all training materials, including propane tanks, burn materials and trainers.

9. **MAINTENANCE.** City shall maintain the Facility in accordance with the recommended standards. The Class B fire simulator shall be maintained by both the District, contributing 35% of all Class B fire simulator maintenance costs, and the City, contributing 65% of all Class B fire simulator maintenance costs. City shall submit an original, itemized invoice to District before receiving compensation. City shall submit the invoice at no more than monthly intervals, which shall be paid within thirty days of receipt.

10. **UTILITIES.** City shall be responsible for providing utilities during the term of this Agreement at no additional cost.

11. **ADDITIONAL USE.** Both Parties may seek additional use of the Facility by providing the other party advanced notice of such desired use during those times not predetermine by the schedule requirements set forth above. Additional reasonable use of the Facility may be granted at no additional cost.

12. **PROVISION OF EQUIPMENT.** City is not responsible to provide any special equipment or personnel unless the same has been specifically agreed to by the Parties, and specific related terms for the special equipment or personnel have been set forth in writing.

13. **RELATIONSHIP.** District understands and agrees that this agreement does not establish an employer-employee relationship between the City, the District and any of its students, agents or officers, that the use of the Facility is neither a conducted activity nor a sponsored activity of City. In addition, it is understood that the City will not exercise any physical or other control over the operations at the Facility during the District's use. In addition, District understands that City is not providing any supervision by this agreement.

14. **NO OTHER PROMISES OR WARRANTIES.** District understands that no promises are made otherwise than what is contained in this agreement, that no warranties have been made that the Facility will be adequate for the District's planned use, and that the District accepts the Facility in an AS IS condition. At the conclusion of the construction of the first phase of development of the Facility, District shall have an opportunity to inspect the live fire training facility and independently determine that it is suitable and safe for its particular purpose.

15. PERSONAL PROPERTY. City shall not insure the personal property of the District, its employees, agents, guests or students against damage or loss by any means. District assumes the risk of any such damage or loss.

16. INSURANCE. Prior to its first use of the Facility, and during this agreement's term, District shall furnish City with insurance forms that fully meet the requirements of— and contain provisions entirely consistent with— all of the "Insurance Requirements," which are attached as "Exhibit A" to this agreement and are incorporated into it by this reference. This Agreement's insurance provisions:

- a. Are separate and independent from the indemnification and defense provisions of the agreement; and
- b. Do not limit, in any way, the applicability, scope, or obligations of the indemnification and defense provisions of the agreement.

17. INDEMNITY. Each Party shall hold harmless, and indemnify the other Party and its elected officials, officers, agents and employees against any and all loss, liability, damage, or expense, including any direct, indirect or consequential loss, liability, damage, or expense, but not including attorneys' fees unless awarded by a court of competent jurisdiction, for injury or death to persons, including employees of either Party, and damage to property, including property of either Party, arising out of or in connection with intentional, willful, wanton, reckless or negligent conduct regarding:

- a. the engineering, design, construction, maintenance, repair, operation, supervision, inspection, testing, protection or ownership of the Facilities, or
- b. the making of replacements, additions, or improvements to, or reconstruction of, the Facilities. However, neither Party shall be indemnified hereunder for any loss, liability, damage, or expense resulting from its sole negligence or willful misconduct.

18. NO ASSIGNMENT OR SUBLETTING. This agreement is non-assignable and non-transferable.

19. RIGHT TO ENTER. City reserves the right to enter and inspect the Facility at any time for any purpose during District's use. District shall follow all directives from City staff.

20. TERMINATION FOR CONVENIENCE. District may elect to terminate this Agreement at any time upon 30 days' prior written notice. Upon termination, District shall receive no compensation or refund for any moneys paid to City.

21. ENTIRE AGREEMENT. This Agreement represents the entire and integrated agreement between the Parties. This agreement supersedes all prior and contemporaneous communications, negotiations, understandings, promises

and agreements, either oral or written. Neither District nor City has made any promises or representations, other than those contained in this agreement or those implied by law. The Parties may modify this agreement, or any part of it, by a written amendment with City's and District's signature.

22. INTERPRETATION. This agreement is the product of negotiation and compromise by both Parties. Every provision in this agreement must be interpreted as though the Parties equally participated in its drafting. Therefore, despite the provisions in California Civil Code Section 1654, if this Agreement's language is uncertain, the agreement must not be construed against the Party causing the uncertainty to exist. In interpreting this agreement and resolving any ambiguities, this agreement will take precedence over any cover page or attachments. If a conflict occurs between a provision in this agreement and a provision in an attachment, the following order of precedence applies, with the terms and conditions in the document higher on the list governing over those lower on the list:

- a. This agreement.
- b. Exhibit A.

23. HEADING. All headings or captions in this agreement are for convenience and reference only. They are not intended to define or limit the scope of any term, condition, or provision.

24. GOVERNING LAW. California's laws govern this agreement's construction and interpretation. Unless this agreement provides otherwise, any reference to laws, ordinances, rules, or regulations include their later amendments, modifications, and successor legislation.

25. WAIVER OF BREACH. If a Party waives the other Party's breach of a term in this agreement, that waiver is not treated as waiving a later breach of the term and does not prevent the Party from later enforcing that term, or any other term. A waiver of a term is valid only if it is in writing and signed by the Party waiving it. This agreement's duties and obligations:

- a. Are cumulative (rather than alternative) and are in addition to (rather than a limitation on) any option, right, power, remedy, or privilege; and
- b. Are not exhausted by a Party's exercise of any one of them.

26. ATTORNEYS' FEES. If the City or the District brings an action at law or in equity to enforce or interpret one or more provisions of this agreement, the "prevailing party" is entitled to "reasonable attorney's fees" in addition to any other relief to which the prevailing party may be entitled. A "prevailing party" has the same meaning as that term is defined in California Code of Civil Procedure

Section 1032(a)(4). "Reasonable attorney's fees" of the City Attorney's office means the fees regularly charged by private attorneys who:

- a. Practice in a law firm located in Los Angeles County; and
- b. Have an equivalent number of years of professional experience in the subject matter area of the law for which the City Attorney's services were rendered.

27. SUCCESSORS AND ASSIGNS. This agreement is binding on the heirs, executors, administrators, successors, and assigns of the respective Parties.

28. NOTICES.

- a. The PARTIES shall submit in writing all notices and correspondence that this Agreement requires or permits, and shall deliver the notices and correspondence to the places set forth below. The PARTIES may give notice by:
 - i. Personal delivery;
 - ii. U.S. mail, first class postage prepaid; or
 - iii. "Certified" U.S. mail, postage prepaid, return receipt requested.
- b. All written notices or correspondence sent in the described manner will be presumed "given" to a PARTY on whichever date occurs earliest:
 - i. The date of personal delivery;
 - ii. The third (3rd) business day following deposit in the U.S. mail, when sent by "first class" mail; or
 - iii. The date on which the PARTY or its agent either signed the return receipt or refused to accept delivery, as noted on the return receipt or other U.S. Postal Service form, when sent by "certified" mail.
- c. At any time, by providing written notice to the other Party, City or District may change the place for giving notice.

CITY: City of Glendale
Fire Department
421 Oak Street
Glendale, CA 91204
Attn: Fire Chief

District: Glendale Community College District
1500 North Verdugo Road
Glendale, CA 91208
Attn: Superintendent/President

29. SEVERABILITY. The invalidity, in whole or in part, of any term of this agreement will not affect this agreement's remaining terms.

30. COUNTERPARTS. This agreement may be executed in counterparts, each of which is an original, but all of which constitutes one and the same document. The Parties shall sign a sufficient number of counterparts, so that each Party will receive a fully executed original of this Agreement.

31. REPRESENTATIONS – AUTHORITY. The Parties represent that:

- a. They have read this agreement, fully understand its contents, and have received a copy of it;
- b. Through their duly authorized representative, they are authorized to sign this agreement, and they are bound by its terms; and
- c. They have executed this agreement on the date opposite their signature.

Executed at Glendale, California.

CITY OF GLENDALE:

By _____ Date: _____, 20____
(Name) _____
(Title) _____

DISTRICT:

By _____ Date: _____, 20____
(Name) David Viar
(Title) Superintendent/President



CITY OF GLENDALE, CALIFORNIA
REPORT TO THE:

Joint City Council Housing Authority Successor Agency Oversight Board

December 5, 2017

AGENDA ITEM

Report: Design and Build of a Live Fire Modular Training Complex.

- 1) Resolution dispensing with competitive bidding and awarding a contract to United Engineering and Construction, Inc., in the amount of \$652,000 plus \$40,000 for contingency for the Design and Build of a Live Fire Modular Training Complex for the Glendale Fire Department.
- 2) Resolution adopting the Memorandum of Understanding between City of Glendale and Glendale Community College District for joint use of Live Fire Modular Training Complex
- 3) Motion accepting Funds from the Glendale Community College District in the amount of \$300,000 for the Construction of the Live Fire Modular Training Complex
- 4) Resolution of Appropriation in the amount of \$300,000 for the Construction of Live Fire Modular Training Complex

COUNCIL ACTION

Public Hearing <input type="checkbox"/>	Ordinance <input type="checkbox"/>	Consent Calendar <input type="checkbox"/>	Action Item <input checked="" type="checkbox"/>	Report Only <input type="checkbox"/>
Approved for <u>December 12, 2017</u> calendar				

ADMINISTRATIVE ACTION

Submitted by:
Greg Fish, Fire Chief

Roubik Golanian, Director of Public Works

Prepared by:
Kevin C. Todd, Facilities Management Administrator

Approved by:
Yasmin K. Beers, Interim City Manager

Reviewed by:

Michael J. Garcia, City Attorney

Robert Elliot, Director of Finance

Signature

RECOMMENDATION

Staff respectfully recommends that the City Council dispense with competitive bidding and award a contract to United Engineering and Construction, Inc., in the amount of \$652,000 plus \$40,000 for contingency for the Design and Build of the Live Fire Modular Training Complex for the Glendale Fire Department.

In addition, staff respectfully recommends that the City Council approve the Resolution adopting the Memorandum of Understanding between City of Glendale and Glendale Community College District for the joint use of Live Fire Modular Training Complex. Furthermore, Staff respectfully recommends that the City Council approve the Motion accepting Funds from the Glendale Community College District in the amount of \$300,000 for the Construction of the Live Fire Modular Training Complex; and a Resolution of Appropriation to transfer \$300,000 from the Joint Project account, CIP Reimbursement Fund (34300-409) to Construction Account, CIP Reimbursement Fund, Fire Projects, Training Center Burn Building Reconstruction Project (51200-409-401-G51763) to fund this project.

BACKGROUND/ANALYSIS

On October 18, 2016, City Council approved the Request for Proposals for the design and construction of a Live Fire Training Complex. The Live Fire Facility will replace the former burn building structure that was decommissioned in 2010. Since the dismantling of the former building, the Glendale Fire Department has been unable to conduct live fire training at the Glendale Fire Training Center.

On April 5, 2017, the City hosted a job walk where five contractors attended. On April 25, 2017, the City received two proposals:

United Engineering and Construction, Inc.	\$549,339
Fire Blast Global	Non-responsive

The Engineer's estimate for the base scope of work was \$600,000. The base scope of work did not include the Class B burn chamber that was an add alternate bid item.

The proposal submitted by Fire Blast Global did not include any of the required bid documents and was therefore deemed non-responsive and not eligible for consideration.

The other three companies at the job walk did not submit bids due to licensing requirements (i.e. California General Contractor License) and or competitive disadvantage associated with proximity to the work; one contractor was from Texas and another from New York. Live Fire structures are extremely specialized and there are very few companies across the country that design and manufacture these facilities.

City staff met with United Engineering and Construction, Inc., (United) to thoroughly review the scope, cost, and site restrictions, and to further value engineer the project. The final proposal from United represents a comprehensive project and fair value for the proposed work. The new facility will provide the Glendale Fire Department and Glendale Community College District (GCCD) with a fully functional and compliant Live Fire Training Facility for many years. The final negotiated price provided by United is \$652,000. The negotiated price is higher than the initial bid price due to the incorporation of one bid alternate including a Class-B burn chamber.

The new Live Fire structure would be designed, permitted, and constructed by United at the existing fire training facility located at 541 Chevy Chase Drive. The design and construction is anticipated to take approximately six months.

Subsequent to the bidding process for this project, GCCD had expressed an interest in partnering with the City. GCCD provides classes and training for future firefighters and the use of the Live Fire Training Complex would be extremely beneficial for their program. In exchange for use of the Training Complex, the college has offered to provide \$300,000 toward the construction of the project. Pending Council's approval, the City will execute the Memorandum of Understanding and accept the funds from GCCD.

The development of the proposed training structure, including procurement and delivery, would be managed by the Public Works Facilities Management Division. Modern live fire training structures are constructed from steel shipping containers and are nearly, infinitely configurable. The modular construction of these modern structures provides for an economical and lasting facility. The proposed structure will be designed to comply with applicable building and environmental requirements and will occupy the same footprint as the former burn building.

FISCAL IMPACT

The total estimated cost of the construction of Live Fire Modular Training Complex for the Glendale Fire Department is \$704,000; detailed below:

Live Fire Structure Design and Construction	\$ 652,000
Project Contingency	\$ 40,000
Building Permits & Other Regulatory Expenses	\$ 12,000
Total Estimated Cost of Fire Modular Training Complex	\$ 704,000

Funding for this project is included in the Fiscal Year 2017-18 Budget in the Construction account, Capital Improvement Fund, Fire Projects, Training Center Burn Building Reconstruction Project (52100-401-401-51763) in the amount of \$404,000. GCCD has committed to provide \$300,000 for their joint use of this facility for the Verdugo Fire Academy.

Upon City Council's approval of the Motion accepting Funds from the Glendale Community College District (GCCD) in the amount of \$300,000 for the Construction of Live Fire Modular Training Complex; and a Resolution of Appropriation to transfer \$300,000 from Joint Project account, CIP Reimbursement Fund (34300-409) to Construction Account, CIP Reimbursement Fund, Fire Projects, Training Center Burn Building Reconstruction Project (51200-409-401-G51763), funding for this project will be made available from the following accounts:

Account Description	Account No.	Amount
Construction account, Capital Improvement Fund, Fire Projects, Training Center Burn Building Reconstruction Project	52100-401-401-51763	\$ 404,000
Construction Account, CIP Reimbursement Fund, Fire Projects, Training Center Burn Building Reconstruction Project (Grant Portion)	52100-409-401-G51763	\$ 300,000
TOTAL		\$ 704,000

ALTERNATIVES

Alternative 1: Approve a Resolution dispensing with competitive bidding and Award a contract to United Engineering and Construction, Inc., for \$652,000 plus \$40,000 for contingency for the design and construction of the Live Fire Training Complex for the Glendale Fire Department.

Alternative 2: The City Council may choose to decline to build the Live Fire Modular Training Complex and direct staff to defer or cancel all future live fire training activities in Glendale.

Alternative 3: The City Council may consider any other alternative not proposed by staff.

CAMPAIGN DISCLOSURE

Campaign Finance Disclosure – United Engineering and Construction, Inc.

EXHIBITS

Live Fire Training Complex Rendering

GLENDALE COMMUNITY COLLEGE DISTRICT

December 19, 2017

NEW BUSINESS REPORT NO. 3

TO: Board of Trustees

SUBMITTED BY: David Viar, Superintendent/President

REVIEWED BY: Anthony Culpepper, Executive Vice President,
Administrative Services

PREPARED BY: Susan Courtney, Director, Business Services

SUBJECT: ACCEPTANCE OF BID – COLLEGE POLICE FACILITY
RENOVATION PROJECT

DESCRIPTION OF HISTORY/BACKGROUND

The College Police Facility Renovation Project will remodel and modernize the Police facilities to better utilize the space and increase security.

On November 30, 2017 bids were received for the College Police Facility Renovation Project. The bids came in as listed below.

Summary of Bids	
Bidders	Bid Amount
1. USTA	\$ 744,000
2. PCN3 Inc	\$ 780,000
3. United Construction & Landscape Inc.	\$ 824,000
4. The Nazerian Group	\$ 849,123
5. JR Universal Inc.	\$1,077,821

COMMITTEE HISTORY

College Executive Committee December 12, 2017

FISCAL IMPACT

\$744,000. This project is being funded from the College Police account and Measure GC.

RECOMMENDATION

The Superintendent/President recommends that the Board of Trustees accept the bid for the College Police Facility Renovation Project to USTA, the lowest responsive, responsible bidder in the amount not to exceed \$744,000.

GLENDALE COMMUNITY COLLEGE DISTRICT

December 19, 2017

NEW BUSINESS REPORT NO. 5

TO: Board of Trustees

SUBMITTED BY: David Viar, Superintendent/President

REVIEWED BY: Anthony Culpepper Executive Vice President,
Administrative Services

PREPARED BY: Susan Courtney, Director, Business Services

SUBJECT: APPROVAL OF PURCHASE OF NETWORK
SYSTEM EQUIPMENT FOR THE PROFESSIONAL
DEVELOPMENT CENTER UNDER A PRE-
NEGOTIATED AGREEMENT WITH WSCA-NASPO
WITH EPOCH UNIVERSAL

DESCRIPTION OF HISTORY/BACKGROUND

The District is updating the network and adding internet access circuit for the Professional Development Center (PDC). The system will allow PDC to integrate with the other campuses and have redundant internet access for the entire District. California Public Contract Code section 20651 requires a district to advertise publicly for bids for the purchase of goods involving an expenditure of \$87,800 or more. As a limited exception, where no practical value exists to the district in publicly advertising for bids, the governing board of the district may make a finding that it is in the district's best interests to acquire equipment without formal, public advertising and receiving of bids. Exceptions include piggyback and multiple award contracts that have been previously bid and/or awarded after a formal request for proposal process.

California Public Contract Code section 20651 requires a district to advertise publicly for bids for the purchase of goods involving an expenditure of \$86,000 or more. As a limited exception, where no practical value exists to the district in publicly advertising for bids, the governing board of the district may make a finding that it is in the district's best interests to acquire equipment without formal, public advertising and receiving of bids. Exceptions include piggyback and multiple award contracts that have been previously bid and/or awarded after a formal request for proposal process. WSCA-NASPO represents a unified, nationally-focused cooperative purchasing program. All authorized

governmental entities in any state are welcome to use WSCA-NASPO cooperative contracts and the Cisco WSCA-NASPO Contract is sanctioned by the State of California. This contract allows community colleges to enter into contracts under the same terms and conditions. Since this contract was previously bid, the District can award the contract without a formal bid.

COMMITTEE HISTORY

College Executive Committee

December 12, 2017

FISCAL IMPACT

The cost of the purchase and installation will be \$200,000. Monies are available through the Measure GC Infrastructure allocation.

RECOMMENDATION

The Superintendent/President recommends that the Board of Trustees approve the purchase of network equipment for the Professional Development Center under the pre-awarded WSCA-NAPO Contract with Epoch Universal.

GLENDALE COMMUNITY COLLEGE DISTRICT

January 16, 2018

NEW BUSINESS REPORT NO. 2

TO: Board of Trustees

SUBMITTED BY: David Viar, Superintendent/President

REVIEWED BY: Anthony Culpepper, Executive Vice President,
Administrative Services

PREPARED BY: Susan Courtney, Director, Business Services

SUBJECT: CHANGE ORDER NO. 002 – COMMUNICATIONS AND
COMMUNITY RELATIONS OFFICE PROJECT AND
ACCEPTANCE OF CONTRACT AS COMPLETE

DESCRIPTION OF HISTORY/BACKGROUND

The bid proposal from USTA Construction Inc. for the Communications and Community Relations Office Project to remodel the Public Information Offices accepted on October 17, 2017. This change order adds as set forth below. Upon approval by the Board of this change order, the work has been completed and the project can be accepted as substantially complete as of November 30, 2017.

COMMITTEE HISTORY

College Executive Committee January 9, 2018

FISCAL IMPACT

The cost for Change Order No. 002 is \$4,838.91. Funds are available in Measure GC allocated for this project. The total project cost of \$101,082.71

RECOMMENDATION

The Superintendent/President recommends that the Board of Trustees approve Change Order No. 002 for the Communications and Community Relations Office Project, that the contract price be amended to reflect an increase of \$4,838.91, and that the Board accept the contract for the Communications and Community Relations Office Project as complete.

CHANGE ORDER NO.002 SUMMARY

1. Removal of VCT under existing flooring. Unforeseen field condition. \$4,838.91

TOTAL FOR CHANGE ORDER NO. 002 **\$4,838.91**

Original contract price	\$ 77,337.00
New change by previous change orders	\$ 18,906.80
Contract price prior to this change order	\$ 96,243.80
Amount contract price increased by this C/O	\$ 4,838.91
New contract price	\$101,082.71

Change in Project Schedule: Change Order No. 002 includes zero days to contract for additional work. Contract Completion Date moved up to November 10, 2017 due to change in manufacturer for the door.