

CENTRAL OREGON COMMUNITY COLLEGE

Board of Directors' Meeting – AGENDA Wednesday, October 11, 2023 – 5:45 PM Online via Zoom / YouTube

TIME**	ITEM	ENC.*	ACTION	PRESENTER
5:45pm				_
]	I. Call to Order			Krenowicz
Il	I. Native Lands Acknowledgement	2a.1*		Krenowicz
	I. Roll Call			Kovitz
	7. Agenda Changes			Krenowicz
	7. Public Comment			Krenowicz
	I. Consent Agenda***		X	Krenowicz
	1. Regular Meeting Minutes (9.13.23)	6a.1-7*		Matthews ^A
VII	I. Information Items			
	1. Monthly Budget Status	7a.l-4*		Knutson ^A
	2. New Hire Reports	7b.1-2*		Boehme ^A
VIII	I. New Business			
	1. Electrical Contract	8a.1-10		LaLonde ^A
	2. HVAC Purchase	8b.1-7*		LaLonde ^A
137	3. Lightcast Economic Impact Study	8c.1-8*		Kovitz ^P
IX	X. Old Business	-0		Moore/Boehme/
	 Diversity Hiring Plan and Data Updat 	.E		
**	7 D 1 (D)			Barry/Walker ^p
X	X. Board of Directors' Operations			Krenowicz
V1	 Board Member Activities President's Report 			Chesley
	I. Dates			Krenowicz
An	1. Tuesday, October 17 – Feast at the Old	-l Mill _		Richowicz
	, ,			
	Anthony's at the Old Mill District – 5:	-		
	2. Friday and Saturday, October 27–28 –			
	of Directors' Fall Retreat – Chandler I	∟ab,		
	Room 301 (Time TBD)			
	3. Wednesday, November 8 – Board of D			
	Meeting – Redmond Technology Educ	cation		
	Center, Room 209 at 5:45 p.m.			
XIII	I. Adjourn		k	Krenowicz

^{*} Material to be distributed via e-mail & USPS (as necessary)

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^{***} Confirmation of Consent Agenda items submitted by the President. Any item may be moved from the Consent Agenda to Old/New Business by a Board Member asking the Chair to consider the item separately.

P = indicates a Presentation will be provided.

A = indicates the presenter is $\underline{A}vailable$ for background information \underline{if} requested.

Purpose: To acknowledge someone is to say, "I see you. You are significant." The purpose of a land acknowledgement is to recognize and pay respect to the original inhabitants of a specific region. It is an opportunity to express gratitude and appreciation to those whose territory you exist in.

COCC Land Acknowledgement

(Condensed Version)

COCC would like to acknowledge that the beautiful land our campuses reside on, are the original homelands of the **Wasq'ú** (Wasco), and the **Wana Łama** (Warm Springs) people. They ceded this land to the US government in the Treaty of 1855. The **Numu** (Paiute) people were forcibly moved to the Warm Springs Indian Reservation starting in 1879. It is also important to note that the Klamath Trail ran north through this region to the great Celilo Falls trading grounds and the Klamath Tribes claim it as their own. Descendants of these original people are thriving members of our communities today. We acknowledge and thank the original stewards of this land.



CENTRAL OREGON COMMUNITY COLLEGE

Board of Directors' Meeting – MINTUES Wednesday, September 13, 2023 – 5:45 PM Madras Campus Community Room 117 / YouTube

TIME** **ITEM** ENC.* ACTION **PRESENTER** 5:45pm I. Call to Order Krenowicz II. Native Lands Acknowledgement 2a.1* Krenowicz III. Roll Call Kovitz Board Members, Staff and Guests Joe Krenowicz (Chair), Laura Craska Cooper (Vice Chair), Alan Unger, Erica Skatvold, Jim Porter, Erin Merz, Erin Foote Morgan, Laurie Chesley (COCC President), Alicia Moore, Annemarie Hamlin, Laura Boehme, Zak Boone, Cathleen Knutson, Jeremy Green, Sharla Andresen, Kyle Matthews, Paul Taylor, Jenn Kovitz IV. Agenda Changes Krenowicz None. V. Public Comment Krenowicz None. VI. Consent Agenda*** X Krenowicz Matthews^A 1. Regular Meeting Minutes (7.12.23) 6a.1-6* a. Motion to approve consent agenda i. 1st: Laura Craska Cooper ii. 2nd: Alan Unger iii. Motion approved unanimously VII. Information Items 1. Monthly Budget Status 7a.1-4* Knutson^A 7b.1-3* Boehme^A 2. New Hire Reports VIII. Old Business Green^P 1. Madras Campus Update a. Jeremy Green gave an update on the Madras campus and the new building being planned. The

presentation focused on the following:

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- annual student headcounts, demographics served, program interest, partnerships with local organizations, and the Governor's visit in August 2023.
- b. The new building will be 24,000 square feet. The upper floor will house Health Careers, Early Childhood Education (ECE) and Science classes and laboratories. It will connect to the existing building, offering convenient foot traffic for students and faculty. The facilities will have a similar layout to their counterparts at the Bend campus. The lower floor will house a thirdparty childcare center with 100 "slots" available. They will have their own entrances/exits and will partner with COCC's ECE program.
- c. In the construction timeline, the transfer of the deed of land from The Bean Foundation to COCC is planned for the coming week. The remainder of 2023 will be devoted to design development, permit processing and site preparation, with a formal groundbreaking in January or February 2024. Major construction is aimed to conclude in Spring 2025 with the facility officially opening that Spring or Summer.
- d. Fundraising is ongoing. A capital campaign is scheduled to begin in January 2024.
- e. The new facility is being promoted in Jefferson County to draw interest from potential future students. Program pre-requisites are included in the promotions to help students prepare for admission.
- f. Craska Cooper asked if local students would be allowed preference for attending classes in Madras.
 - Green said Jefferson County students who apply for programs offered on the Madras campus will receive priority admission to those local programs.
- g. Porter asked about tribal demographics in the Madras student body.
 - Green said that while the demographics served in Madras were approximately 33% tribal, Latinx and Caucasian equally, that has changed since the 2020 pandemic. The current incoming student body is 49% Latinx and 16% tribal. Outreach to tribal students is ongoing.

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- h. Chesley commended Green for his hard work in forming partnerships with local organizations.
- 2. Closing Current Strategic Plan

Moore^P

 a. Alicia Moore reminded the Board of COCC's 2018–2023 Mission, Vision, Values and Goals and reported the results of this Strategic Plan.

IX. New Business

- 1. New Strategic Plan and Next Steps 9a.1–4* X Moore^P
 - a. Moore shared COCC's new Mission, Vison, Values and Goals for 2023–2027. They were formed through an 18–month gathering of feedback from hundreds of stakeholders: faculty, staff, the Board and community members.
 - b. Unger was impressed with the results of the Steering Committee's efforts. Krenowicz expressed gratitude for the extensive time spent by the Committee on this task.
 - c. Unger asked whether there was any synergy between COCC and other community colleges in Oregon.
 - Chesley said community colleges often have similar strategic plans because their institutions are so similar.
 - d. Merz asked whether the Board would need to give approval of the metrics used to measure progress on the Strategic Plan. Chesley confirmed this.
 - i. Chesley felt it would be reasonable for the Student Success Committee to meet and review certain indicators in the new Plan. COCC's accrediting agency, the Northwest Commission on Colleges and Universities, will want to see whether COCC has accomplished its Goals, so it is important for said metrics to be reasonable.
 - Skatvold observed that it would be unrealistic to measure student success by asking every student to set individual goals and track their own progress.
 - e. Foote Morgan asked if the Board's committees should align their practices with the new Strategic Plan.
 - i. Chesley said that some committees, like Student

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- Success, might align, but most do not.
- ii. Krenowicz encouraged Board members to work at a high level and not get caught up in operational matters. Craska Cooper said it would be worth discussing the Board's role at their upcoming retreat in October.
- f. Motion to approve the new Mission, Vision, Values and Goals
 - i. 1st: Alan Unger
 - ii. 2nd: Laura Craska Cooper
 - iii. Motion approved unanimously
- 2. Draft Activities in Support of the New Strategic Plan

Chesley/Moore^P

- a. Chesley and Moore presented projects that will aim to achieve COCC's new Goals and improve the indicators that are eventually selected.
- b. Foote Morgan asked how the proposed projects would support residents of Zone 7 as she is concerned that COCC has not been adequately addressing the raised needs of southern Deschutes and northern Klamath County residents.
 - i. Chesley said Strategic Scheduling and Online Programs are two initiatives that would serve Zone 7 residents, and she concurred with Foote Morgan that more work could be done to better serve that area. She suggested adding this matter to the agenda for the Board's upcoming retreat in October. Foote Morgan suggested adding language to one of the proposed projects that specifically addresses this issue. Krenowicz commended Foote Morgan for looking out for her constituents and encouraged her to keep asking these questions. The topic will be discussed at the Board's upcoming retreat. Boone offered to set—up a meeting with Foote Morgan and Vicki Russell, a La Pine resident and long-time member of the COCC Foundation's Board of Trustees.
- 3. ABS Contract Proposal

9b.1-2* X Andresen^A

- Sharla Andresen gave a brief summary of how the new Adult Basic Skills contract was formed and ratified.
- b. Unger asked if ABS faculty would have the same insurance benefits as other COCC personnel, which

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Andresen confirmed.

- c. Craska Cooper asked if previous issues faced with ABS are no longer existent. While Andresen said she hopes that is the case, this contract will be revisited after one year. The intention is to use this time to build some relationships and start new conversations about ABS.
- d. Returning to Unger's question regarding insurance, Krenowicz asked if all of COCC's employment contracts would have the same insurance benefits, which Andresen confirmed.
- e. Motion to approve the ABS contract proposal
 - i. 1st: Erin Merz
 - ii. 2nd: Laura Craska Cooper
 - iii. Motion approved unanimously
- 4. Changes to Rules of Procurement 9c.1* X Andresen^A
 - a. This matter was previously discussed at the April 12 Board meeting. Since then, a bill has been signed by the Governor, allowing the awards threshold for goods and services to increase. Andresen requested for approval to raise the threshold for purchases needing Board approval from \$10,000 to \$25,000.
 - b. Motion to approve changes to Rules of Procurement
 - i. 1st: Jim Porter
 - ii. 2nd: Laura Craska Cooper
 - iii. Motion approved unanimously
- 5. Approve Agent of Record
- 9d.1* X Andresen^A
- a. COCC enters bidding for liability insurance every five years. This has never been brought to the Board before as it never passed the \$100,000 threshold.
 COCC has opted to transfer from Payne West to Brown & Brown as its agent of record and is requesting a three-year renewal.
- b. Unger asked about Brown & Brown's qualifications. Andresen said their agency has a good reputation in Oregon and they have an office in Bend. They also work with several community colleges and universities.
- c. Motion to approve agent of record
 - i. 1st: Erin Foote Morgan
 - ii. 2nd: Alan Unger
 - iii. Motion approved unanimously.

X. Board of Directors' Operations

Krenowicz

Board Member Activities:

1. Erin Foote Morgan

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- a. September 9: Oregon Community College Association (OCCA) Board Member Training in Salem
- 2. Erica Skatvold
 - a. Nothing to report.
- 3. Laura Craska Cooper
 - a. September 6: Real Estate Committee meeting
 - b. September 7: Meeting with Zak Boone
 - c. September 8: Planning call for upcoming Board retreat with Krenowicz and Chesley
 - d. September 11: President's evaluation feedback meeting with Chesley and Bruce Abernethy
 - e. Several calls with Krenowicz and Chesley
- 4. Erin Merz
 - a. August 15: Met with Chesley to discuss the Keyes Trust
 - b. August 22: Met with Boone to discuss her role as the Board's liaison to the COCC Foundation
 - c. Attended community gathering hosted by U.S. Senator Jeff Merkeley in Bend
- 5. Alan Unger
 - a. September 8: OCCA Executive Committee Retreat in Salem
- 6. Jim Porter
 - a. September 6: Real Estate Committee meeting
- 7. Joe Krenowicz
 - a. August 23: Met with Gov. Kotek at the Madras Campus
 - b. September 6: Real Estate Committee meeting
 - c. September 8: Planning call for upcoming Board retreat with Craska Cooper and Chesley
 - d. Several calls with Craska Cooper and Chesley

XI. President's Report

Chesley

- 1. Chesley reported that COCC was seeing its highest enrollment numbers since the 2011 economic recession. Full–time equivalent numbers were up 13%, and head—count was up 10%, which includes both credit and non–credit students. Moore and her team will later analyze these numbers and plan to present their findings to the Board in November. Every new student category shows an increase in numbers, as well as continuing students and dually enrolled students with OSU–Cascades.
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- 2. Moore reported that the Wickiup Residence Hall was 94–95% reserved for the year, which was more than last year. An isolation space for COVID infections was also being considered.
 - a. Craska Cooper asked Moore for an update on the Residence Hall at a future Board meeting.
- 3. OCCA sent out its annual report after the conclusion of the most recent Oregon legislative session. Two new laws will affect COCC:
 - a. There are two new reasons the Board can go into an executive session:
 - i. Discussion of campus security issues.
 - ii. Discussion of cybersecurity issues.
 - b. Effective January 1, the Oregon Government Ethics Commission will require all Board members to receive periodic trainings in Public Meetings Law.
 - i. Craska Cooper asked for clarification on when and how the Board should participate in these trainings. Chesley said it was unclear at the time whether the entire Board would be required to train together at a specific date, time and location, or if each member could individually do their own training on their own time.
- 4. Chesley congratulated Jenn Kovitz on being voted as one of the Accomplished Leaders Under 40 in Central Oregon in *The Cascade Business News*.

XII. Dates Krenowicz

- 1. Monday, September 25 Fall Term Begins
- 2. Wednesday, October 11 Board of Directors' Meeting Conducted remotely via Zoom
 - a. The meeting will be conducted remotely due to several Board members and President Chesley attending the Association of Community College Trustees conference out of town.
- 3. Friday, October 27 Board of Directors' Fall Retreat Chandler Lab (Time TBD)
 - a. Possibly continuing on Saturday, October 28
- 4. Wednesday, November 8 Board of Directors' Meeting Redmond Technology Education Center, Room 209 at 5:45 p.m.

XIII. Adjourn - 8:08 p.m.

Krenowicz

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Central Oregon Community College Monthly Budget Status Highlights of August 2023 Financial Statements

Cash and Investments

The College's operating cash balances currently total \$35.4 million. The August average yield for the Local Government Investment Pool is up to 4.42 percent from last report of 4.05 percent.

General Fund Revenues

Tuition and fee revenues represent fall term enrollment as of the end of August. The College received the first quarter State Aid payment for the fiscal year.

General Fund Expenses

The expenses include the required budgeted inter-fund transfers-out for the fiscal year.

Budget Compliance

All general fund appropriation categories are within budget.

Central Oregon Community College Monthly Budget Status August 2023

11-Oct-23

General Fund		Adopted Budget	Y (ear to Date Activity		Variance Favorable Infavorable)	Percent of Budget Current Year	Percent of Budget Prior Year
Revenues								
District Property Taxes:	•	04 040 000	•		•	(0.4.0.40.000)	2.20/	0.00/
Current Taxes	\$	21,842,000	\$	-	\$	(21,842,000)	0.0%	0.0%
Prior Taxes		460,000		47,137		(412,863)	10.2%	27.2%
Tuition and fees		17,374,000		5,297,247		(12,076,753)	30.5%	31.4%
State Aid		9,793,000		3,120,907		(6,672,093)	31.9%	25.0%
Program and Fee Income		40,000				(40,000)	0.0%	0.0%
Interest & Misc. Income		244,000		12,454		(231,546)	5.1%	5.9%
Transfers-In		4,860,000		89,817		(4,770,183)	1.8%	48.6%
Total Revenues	\$	54,613,000	\$	8,567,562	\$	(46,045,438)		
Expenses by Function								
Instruction	\$	24,617,100	\$	1,106,007	\$	23,511,093	4.5%	4.2%
Instructional Support		5,270,297		723,298		4,546,999	13.7%	15.3%
Student Services		6,465,663		690,094		5,775,569	10.7%	10.6%
College Support		5,847,565		805,880		5,041,685	13.8%	14.3%
Plant Operations and Maintenance		4,966,239		800,576		4,165,663	16.1%	12.8%
Information Technology		5,738,544		814,549		4,923,995	14.2%	18.3%
Financial Aid		100,000		5,717		94,283	5.7%	1.1%
Contingency		1,000,000		-		1,000,000	0.0%	0.0%
Transfers-Out		2,410,938		2,409,138		1,800	99.9%	98.3%
Total Expenses	\$	56,416,346	\$	7,355,259	\$	49,061,087		
Revenues Over/(Under) Expenses	\$	(1,803,346)	\$	1,212,303	\$	3,015,649		

Central Oregon Community College Monthly Budget Status August 2023

11-Oct-23

		Adopted Budget	Y	ear to Date Activity		Variance Favorable Jnfavorable)	Percent of Budget Current Year	Percent of Budget Prior Year
Non General Funds								
Debt Service Fund								
Revenues	\$	5,803,797	\$	1,161,902	\$	(4,641,895)	20.0%	22.0%
Expenses		5,750,447		492,115		5,258,332	8.6%	8.5%
Revenues Over/(Under) Expenses	\$	53,350	\$	669,787	\$	616,437		
Grants and Contracts Fund								
Revenues	\$	4,643,524	\$	348,698	\$	(4,294,826)	7.5%	5.6%
Expenses		4,711,428		497,697		4,213,731	10.6%	7.1%
Revenues Over/(Under) Expenses	\$	(67,904)	\$	(148,999)	\$	(81,095)		
Capital Projects Fund								
Revenues	\$	13,832,724	\$	922,400	\$	(12,910,324)	6.7%	21.9%
Expenses		17,714,240		1,363,396		16,350,844	7.7%	2.5%
Revenues Over/(Under) Expenses	\$	(3,881,516)	\$	(440,996)	\$	3,440,520		
Enterprise Fund								
Revenues	\$	4,877,843	\$	1,322,716	\$	(3,555,127)	27.1%	26.7%
Expenses		5,305,817		1,502,936	_	3,802,881	28.3%	38.3%
Revenues Over/(Under) Expenses	\$	(427,974)	\$	(180,220)	\$	247,754		
Auxiliary Fund								
Revenues	\$	5,973,779	\$	3,738,197	\$	(2,235,582)	62.6%	48.1%
Expenses	_	12,402,620		1,909,675	_	10,492,945	15.4%	24.3%
Revenues Over/(Under) Expenses	\$	(6,428,841)	\$	1,828,522	\$	8,257,363		
Reserve Fund								
Revenues	\$	5,316	\$	-	\$	(5,316)	0.0%	0.0%
Expenses		455,000		4,452		450,548	1.0%	94.2%
Revenues Over/(Under) Expenses	\$	(449,684)	\$	(4,452)	\$	445,232		
Financial Aid Fund								
Revenues	\$	15,259,071	\$	658,429	\$	(14,600,642)	4.3%	3.4%
Expenses	_	15,523,065	_	624,845	_	14,898,220	4.0%	3.3%
Revenues Over/(Under) Expenses	\$	(263,994)	\$	33,584	\$	297,578		
Internal Service Fund	_		_		_	/ -		
Revenues	\$	85,000	\$	9,463	\$	(75,537)	11.1%	1.2%
Expenses		161,000		12,657		148,343	7.9%	16.8%
Revenues Over/(Under) Expenses	\$	(76,000)	\$	(3,194)	\$	72,806		
Trust and Agency Fund	•	0.000	•	0.700	•	(0.500)	20.70	0.001
Revenues	\$	9,332	\$	2,769	\$	(6,563)	29.7%	9.6%
Expenses	_	23,500	_		_	23,500	0.0%	0.0%
Revenues Over/(Under) Expenses	\$	(14,168)	\$	2,769	\$	16,937		

Central Oregon Community College

Cash and Investments Report As of August 31, 2023

College Portfolio	 Operating Funds	Trust/Other Funds	
Cash in State Investment Pool 4089 - General operating fund 3624 - Robert Clark Trust August Average Yield 4.42%	\$ 33,299,545	\$	384,703
Cash in USNB	\$ 2,125,101		
Cash on Hand	\$ 4,600		
Total Cash	\$ 35,429,246	\$	384,703

Board Meeting Date: Wednesday, October 11, 2023 **Exhibit:** 7b.1



Central Oregon Community College Board of Directors

New Hires Report Date of Hire: September 1-30, 2023

Name	Hire Date	Job Description	Department
Classified Full-Time			
McGuire, Katelyn R	9/18/2023	Technology Services Assistant	Student Tech Services
Temporary Hourly			
Benson, Pierce Sky	9/5/2023	ITS Student Technology	Student Tech Services
Cunnagin, Katie	9/25/2023	Instructional Assistant-	Licensed Massage Therapy
Dalton, Kyiah Lily	9/25/2023	Art Model-Unclothed	Art
Donaghey, Maura K	9/20/2023	Writing Tutor II	Tutoring and Testing
Duvivier, Annie B	9/25/2023	Paramedicine Instructional	Emergency Medical Services
Ferrante, Lucas Anthony	9/18/2023	Math Tutor I	Tutoring and Testing
Flores, Benjamin Kenneth	9/22/2023	Paramedicine Instructional	Emergency Medical Services
Golden, Sarah G	9/27/2023	Licensed Massage Therapy	Licensed Massage Therapy
Hardy, Erin Louise	9/26/2023	Instructional Assistant-	Licensed Massage Therapy
Lebow , Joshua	9/25/2023	Basic Flight Instructor	Aviation Program
Lebow , Joshua	9/25/2023	Flight Instructor-Training	Aviation Program
Miller, Lori Schw arzkopf	9/18/2023	Cascade Culinary Institute Lab	Culinary Program
Murdock, George Blake	9/20/2023	Basic Flight Instructor	Aviation Program
Murdock, George Blake	9/20/2023	Flight Instructor-Training	Aviation Program
Palos, Joseph	9/12/2023	Culinary Math Grader	Tutoring and Testing
Palos, Joseph	9/12/2023	Math Tutor II	Tutoring and Testing
Robert, Jean-Luc Henri	9/1/2023	Fitness Attendant I	Club Sports



Exhibit 7b.2

Central Oregon Community College Board of Directors Faculty and Administrators New Hire Report

	Administrator Full-Time	
Sue Pierce	Vocational Rehabilitation Career Coach	October 2, 2023
Theresa Harper	Instructional Designer	September 15, 2023

Administrator Part-Time						
Byron deVos	Instructor Assistant – Spanish GED	September 25, 2023				
Bennett Comerford	Writing Center Coordinator	September 18, 2023				



Standard Project Agreement: Project #1602-23

Project:

COCC Bend Campus 2600 NW College Way Bend, OR 97703 Contractor
Olsson Industrial Electric
PO Box 70413
Springfield, OR 97475
License #63473

This Agreement made on this date, **October 11, 2023,** is entered into by and between **Central Oregon Community College,** herein referred to as the College, and **Olsson Industrial Electric,** herein referred to as the Contractor, to furnish all labor, equipment, materials, tools, supplies, lifting devices, scaffolding, and other incidentals required for the prompt and efficient execution of the Project including permits. This work includes, but is not limited to, everything specified in the Contract documents, General Requirements, Specifications, Scope of Work, Schedule, and Addendums. The items listed in the Scope of Work are not intended to limit the work, but to clarify or emphasize the work. When any provision of the contract is at variance with the plans, this contract shall govern. No cost escalation will be allowed. This applies to all sub-subcontractors and/or material suppliers/vendors for the duration of the project. This agreement supersedes all previous bid proposals. Contract includes all taxes and insurance. Procure and pay for any permits or fees associated with the fabrication, transporting, and erecting of Trade Contractor's work. Only the building permit will be provided by the Owner.

For the Contract Price of: Six Hundred Fifty-five Thousand Six Hundred Seventy-six and 00/100 dollars \$655,676.00

Scope of Work: Includes but is not limited to the following:

- 1. Mobilization, overhead, traffic control (where required) and safety plans, demolition, and cleaning of existing structure(s), roadway(s), pathway(s), and all other related Work.
- 2. Verification of secondary voltage, phase, and rotation shall be performed at transformer secondary before building power is re-energized.
- 3. Medium Voltage conductor replacement pertaining to <u>Upper Loop 5</u> as illustrated by the Contract Drawings and Scope of Work described in Section 01 11 00 Summary of Work. This includes replacement of the conductors (conduit to be re-used) between the Grandview Sectionalizer (SE_GRA) and the Grandview transformer (XFR 2620-G).
 - a. This includes all excavation, trenching, and grounds works associated with decommissioning the existing conductors as well as those required for installing the new conduit/conductor and all other project Work related. This also includes all electrical and mechanical materials including conduit and conductor as well as all appurtenances required for installation, including electrical terminations kit(s), pull-boxes, hand-holes and splice kit(s)Repair minor drywall issues (nail holes, etc.) Any larger damage areas will be repaired by COCC Maintenance staff.
- 4. Medium Voltage conductor replacement pertaining to <u>Upper Loop 6</u> as illustrated by the Contract Drawings and Scope of Work described in Section 01 11 00 Summary of Work.
 - This includes all excavation, trenching, and grounds works associated with decommissioning the existing conductors as well as those required for installing

Initialed by Central Oregon Community College

Initialed by Contractor

COCC Electrical Upgrades Project



the new conduit/conductor and all other project Work related. This also includes all electrical and mechanical materials including conduit and conductor as well as all appurtenances required for installation, including electrical terminations kit(s), pull-boxes, hand-holes and splice kit(s)Repair minor drywall issues (nail holes, etc.) Any larger damage areas will be repaired by COCC Maintenance staff.

- 5. Medium Voltage conductor replacement pertaining to <u>Lower Loop 2</u> as illustrated by the Contract Drawings and Scope of Work described in Section 01 11 00 Summary of Work.
 - a. This includes all excavation, trenching, and grounds works associated with decommissioning the existing conductors as well as those required for installing the new conduit/conductor and all other project Work related. This also includes all electrical and mechanical materials including conduit and conductor as well as all appurtenances required for installation, including electrical terminations kit(s), pull-boxes, hand-holes and splice kit(s)Repair minor drywall issues (nail holes, etc.) Any larger damage areas will be repaired by COCC Maintenance staff.
- 6. Medium Voltage conductor replacement pertaining to <u>Lower Loop 9</u> as illustrated by the Contract Drawings and Scope of Work described in Section 01 11 00 Summary of Work.
 - a. This includes all excavation, trenching, and grounds works associated with decommissioning the existing conductors as well as those required for installing the new conduit/conductor and all other project Work related. This also includes all electrical and mechanical materials including conduit and conductor as well as all appurtenances required for installation, including electrical terminations kit(s), pull-boxes, hand-holes and splice kit(s)Repair minor drywall issues (nail holes, etc.) Any larger damage areas will be repaired by COCC Maintenance staff.
 - b. Additionally, the Lower Loop 9 Scope of Work includes pre-construction efforts to identify (exhume) the existing conductor splice point between MDP-2000 and the
 - c. Science Center Switch (reference Contract Drawings for detail). The design intent is to replace the existing conductor (in new conduit) between MDP-2000 and this splice point in an attempt to re-use the conductor between the existing splice point and the Science Center switch (installed in 2018). The existing conductor span intended to be re-used will require electrical testing (insulation resistance) to verify condition for re-use. EC to provide all testing equipment and services to confirm conductor condition.
- 7. Replace the existing Ochoco outdoor Main Distribution Panel and equipment pad as illustrated by the Contract Drawings and Scope of Work described in Section 01 11 00 Summary of Work. Main Distribution Panel will be supplied by others for installation by the electrical contractor. Lump Sum Bid Price will include equipment supply & installation, excavation, new vault, and other associated work (and materials) to shift the equipment

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pad and new distribution panel southwest from the existing location to avoid tree root interference.

- a. The existing branch circuit conductors to be re-used if possible. If re-use of the existing conductors is not possible based on condition or limited length to facilitate the new MDP location. Contractor to replace with new conductors for each branch circuit Contractor to facilitate this work through a Change Order process. Inspection of the existing conductors to be performed prior to the start of the MDP demolition.
- 8. Replace the existing Ochoco outdoor distribution transformer (XFR 2610-M-O), secondary conductors between the transformer and new Ochoco outdoor MDP, and installation of new equipment vault as illustrated by the Contract Drawings and Scope of Work described in Section
- 9. 01 11 00 Summary of Work. Ochoco outdoor distribution transformer (XFR 2610-M-O) will be supplied by others. Include equipment supply & installation, excavation, and other associated work (and materials) to shift the equipment pad and new distribution panel southwest from the existing location to avoid tree root interference. Coordinate this work with the Ochoco MDP replacement.
- 10. Replace the existing Grandview outdoor distribution transformer (XFR 2620-G) as illustrated by the Contract Drawings and Scope of Work described in Section 01 11 00 Summary of Work. Grandview outdoor distribution transformer (XFR 2620-G) will be supplied by others.
 - a. Include equipment supply & installation, excavation, installation of the new equipment vault, and other associated work (and materials) as illustrated by the Contract Drawings and Scope of Work described in Section 01 11 00 Summary of Work. Existing secondary conductors to be re-used with new terminations to suit new transformer requirement.
- 11. Replace the existing Ponderosa outdoor distribution transformer (XFR 2210-P) and pad as illustrated by the Contract Drawings and Scope of Work described in Section 01 11 00 Summary of Work. Ponderosa outdoor distribution transformer (XFR 2210-P) will be supplied by others. Lump Sum Bid Price will include equipment supply & installation, excavation, installation of the new poured pad with precast vault lid, and other associated work (and materials). Secondary conductors to be re-connected between the transformer and Ponderosa Interior Main Distribution Panel.
- 12. Replace the existing Mazama outdoor distribution transformer (XFR 2220-M) and pad as illustrated by the Contract Drawings and Scope of Work described in Section 01 11 00

X

Summary of Work. Mazama outdoor distribution transformer (XFR 2220-M) will be supplied by others. Lump Sum Bid Price will include equipment supply & installation, excavation, installation of the new poured pad with precast vault lid, and other associated work (and materials). Primary conductors between the Mazama Sectionalizer (SE_MAZ) as well as secondary conductors to be reconnected between the transformer and Mazama Interior Main Distribution Panel.

- 13. Service the existing Mazama Sectionalizer (SE_MAZ) as illustrated by the Contract Drawings and Scope of Work described in Section 01 11 00 Summary of Work. Mazama Sectionalizer (SE_MAZ) will be supplied by others. Lump Sum Bid Price will include servicing to include visual and mechanical inspection, equipment cleaning, and baseline electrical testing accordance with NETA MTS standards (reference Section 7.24 for detail).
- 14. Replace existing **Lower Loop 1**. Disconnect abandon existing direct buried conductors, replace with new conductors in underground conduit. Per Addendum 01.

Schedule: Date of Commencement: Upon Contract Execution

Date of Substantial Completion: September 15, 2024

Note: Substantial Completion shall be defined as the point in the progress of the work where the College may utilize the area of work for its intended purpose.

Payment Schedule: Progressive. Payments will be made on the second Friday following the approval of the Request for Payment. Payments will not be made without an Invoice, a completed Payment Application, a Lien Release, Current Insurance Certificates on file, W-9 Form on file, and current Contractors License.

Upon Substantial Completion \$622,892.20

Final Payment: Within 30 Days of Completion or upon acceptance

of the work by the designated representative of the College. \$32,783.80

Prevailing Wage: Comply with the provisions required by ORS 279.805; workers on Public Works projects will not be paid less than the applicable prevailing wage rate for the type of work being performed; daily/weekly/holiday/weekend overtime rates must be paid. See Prevailing Wage Rates for Public Works Contracts in Oregon, published by Oregon Bureau of Labor and Industries effective July 1, 2023. If a contractor fails to pay for the labor or services, the College can pay and withhold these amounts from payments due to the Contractor. Certified Payroll: Contractors and Subcontractors are required to prepare weekly certified payroll reports and submit them to COCC by the fifth business day of the following month.

Bonds: Contractor shall provide the College with a Performance and Payment bond equal to the project bid amount. Every Contractor and Subcontractor must have a public works bond for \$30,000 filed with CCB before starting work on the project, unless exempt (projects that have a total cost of \$100,000 or less).

Insurance:

Page 4 of 9

General Liability Insurance: Contractor shall procure and maintain during the continuance of this agreement, general liability insurance (limits noted below), and the College shall be named as an additional insured under the occurrence form commercial liability policy. This policy shall stipulate that the insurance afforded the additional insured shall apply as primary insurance and that any other insurance carried by the College, will be excess only and will not contribute with this insurance. Evidence of this insurance shall be presented to the College prior to commencement of work, in the form of a valid certificate.

- \$1,000,000 each occurrence (combined single limit for bodily injury and property damage)
- \$1,000,000 for personal injury liability
- \$1,000,000 aggregate for products-completed operations
- \$2,000,000 general aggregate

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\$1,000,000 aggregate per project

Automobile Liability Insurance: The Contractor shall furnish the College evidence of automobile liability insurance in the amount of not less than \$500,000 combined single limit for personal injury and property damage coverage.

Workers' Compensation: The Contractor, any subcontractors, and all employees thereof, working under this agreement are subject under the Oregon Workers' Compensation Law, and shall comply with ORS 656.17, which requires them to provide workers' compensation coverage for all their subject workers.

It is understood and agree that if the Contractor will be performing as per the contract with the assistance of others, the Contractor agrees to qualify as either a carrier-insured employer or a self-insured employer for workers compensation insurance and further agrees to provide all persons engaged in the performance of the contract with such coverage until such a time as the contract is fully completed. Submit proof of compliance to Central Oregon Community College.

Note:

The Contractor will not be eligible for Federal Social Security, State Worker's Compensation, or unemployment insurance benefits from payments for these services to the College.

The Contractor will not be eligible for any fringe benefits normally extended to employees of the College.

EXTRAS: No work considered by the Contractor to be "Extra to Contract" will be done or cause to be done until this Contractor shall have received from the College a signed Change Order outlining in detail the "Extra Work" and the amount of change in the Contract Price. Any work started or completed prior to the issuance of this written Change Order will be considered as part of the original Contract and no Change Order or Authorization for extra money will be issued and none allowed.

It is understood that prior to making any substitution and/or modifications to any part of the Contract Documents, written approval must be received from the Design Professionals. Should the Design Professional NOT approve proposed design modifications, this Subcontractor will be required to proceed in accordance with the Contract Documents at no additional cost. Further, it is understood that any proposed modification to the design must be coordinated through the Contractor so as not to adversely affect the work of any other trades.

Time and Material: Any additional work done on a T&M basis requires prior approval of hourly labor rates, clearly defined material costs, and a Daily Work Order signed/approved by the Project Manager each day; No Exceptions.

Time is of the essence in this Contract. The Contractor shall maintain on the job site, in the opinion of the College, enough men, material, tools and equipment to properly expedite this job per the agreed upon attached Schedule. In the event of a Contractor created delay, a 48 Hour Notice will be issued to commence performance. Non-response will give the College the option to have the work done by Other's at this Contractors' expense.

GENERAL REQUIREMENTS

SAFETY: The Contractor will be responsible for conditions on the job site including safety of all the Contractor's employees, other subs, and pedestrian traffic. This requirement shall not be limited to normal working hours but shall apply continuously. Provide any signs, barricades, cones, etc. Provide your superintendent with a First Aid Kit. Submit copy of your company Safety Program and minutes of Safety Meetings. Employees are required to wear work boots, proper clothing, eye protection, ear protection, work gloves, dust masks, and hard hats as necessary per OSHA requirements. Lock-out/Block-out procedures strictly enforced.

This contractor is responsible for providing any and all flagmen, temporary barricades, street closures, and coordination thereof for work required in this contract. Traffic control personnel shall wear orange safety vests and have stop/slow signs when directing traffic in the street at all times. Any traffic cones or signs required by the City where work is being performed is by this contractor.

Conduct Progress and Safety meetings with a responsible representative of all active contractors on a regular basis to review job progress, safety, update construction schedules, establish trade priorities, and in general, coordinate project activities.

NO EXCEPTIONS to the above. Non-compliance will be subject to fines and/or removal from site.



- All work associated with this activity to shall be in compliance with OSHA Regulations and Safety Standards.
 Provide safety devices, including fall protection as required by OSHA, to provide an adequate working
 environment.
- 2. Alcohol and/or drug use are strictly prohibited and will result in immediate removal from jobsite. No exceptions.
- 3. This Contractor to provide a Competent and Quality Control Person or Persons on site at all times.
- 4. Contractor agrees to maintain a clean and safe workplace. Upon completion of daily tasks, thoroughly clean all work areas daily and deposit debris in Contractor provided bin. All break and lunch trash are to be disposed of immediately. Failure to provide daily cleanup will result in 24 hour written notice to clean-up after which time the College will clean up and back charge a minimum of \$200 for all costs incurred. No exceptions.
- Subcontractor has reviewed this project site and is fully cognizant of all the jobsite conditions and existing structures and on-going projects as related to the coordination and installation of his work.
- 6. Clean and maintain streets, curbs, sidewalls free of all mud and debris caused by Subcontractor's operations to the satisfaction of both the Contractor and any applicable municipal authorities on a daily basis. All cost to clean, repair or replace soiled or damaged material will be borne by this Contractor.
- 7. Temporary facilities available to Contractor: power, water.
 - Deliveries. Contractor to be on site to receive all deliveries. Confirm storage location with Project Manager. Contractor shall provide all material handling equipment for the proper transportation, receiving, unloading and disbursement of their material. Once delivered, the material shall be promptly installed to prevent any hazardous storage conditions on site, and minimize site stocking requirements. Contractor shall be responsible for securing all equipment left on site after working hours to prevent unauthorized operation. All hoisting and scaffolding required by this activity to be borne by this subcontractor. Arrival of deliveries without the contractor present will not be accepted. All materials delivered to job-site for this activity shall be off-loaded by this contractor.
- 8. Phone/Fax: The College does not provide a phone for Contractor's use. At a minimum, the Contractor superintendent and/or foreman must have cell phone on job-site at all times for communication with the College and other trades. Contractor's office must have a fax machine available to receive faxes at all times.
- Inspections: Subcontractor is required to meet Building Inspector on site for all inspections.
- No smoking except in Parking lots.
- 11. No radios and/or headphones allowed on site.
- 12. No aluminum ladders will be allowed on site.
- 13. Contractor shall provide drinking water for itself and its employees performing work for this Contract.
- 14. This Contractor to provide own task lighting, temp power cords, and any special power sources required to perform work in this contract.
- 15. Provide and install all access panels for equipment, valves, controls, and other items requiring service accessibility for all work under this contract. Coordinate exact location of panels with Project Manager.
- 16. Provide and install all materials and means to make watertight and safe any openings created by this Contractor.
- 17. All temporary guardrails and railings shall be provided, removed, and hauled away by this Contractor.
- 18. This Contractor is responsible for cutting own penetrations required for work in this contract.
- 19. Paint: Contractor accepts responsibility for adequacy of the Specifications to obtain complete paint coverage for all surfaces scheduled to be painted. If the Contractor fails to obtain satisfactory paint coverage, as determined and approved by the Architect, it shall be the Contractor's responsibility to provide additional paint coats as required and at no additional cost to the project.
- 20. The College is not responsible for any lost or stolen items on the jobsite. It is the responsibility of the Contractor to ensure all property is properly secured and locked up.
- 21. Should unidentified utilities be encountered by this Contractor, consult with the College Project Manager prior to proceeding with work.
- 22. Conflicts: It is the responsibility of each Contractor to resolve conflicts with other Contractors. Conflicts are to be resolved prior to commencing installations. Rerouting to avoid conflicts and interference will be performed at no cost to the College. Coordinate work with all other trades proceeding concurrently at the site, so that these trades are not caused unnecessary delay or additional work as a result of this Contractor's operations. Upon commencement of application of material in this contract to any surface, this Contractor has accepted that surface to be without any defects chargeable to another party; inclusive of floor leveling and substrate preparation.
- 23. Maintain and replace any barricades, railings and erosion control as provided by others which have been removed by this Contractor's field work force or any operations under this Contractor's control
- 24. This Contractor to coordinate and provide all excavation, backfill, compaction, coring, sleeves, saw-cutting and patching as necessary for this contract. Any and all excavation performed by this subcontractor is the responsibility of this Contractor inclusive of all shoring, back-fill, protection in accordance with OSHA requirements, protection against inclement weather, pumping out water.

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COCC Electrical Upgrades Project

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- 25. Coordinate field installation operation with the Contractor so as not to cause any delays to the installation of mechanical and electrical rough-in, installation of ceramic tile, acoustical ceilings, trim, interior finishes and/or any other operation proceeding concurrently on site.
- 26. Protect all work from damage during installation of all work contained in this contract, and protect areas adjacent to work in progress from damage by operations under this scope. This Contractor is responsible for protection of all finished installations. Document all damages to adjacent finish work prior to proceeding with work in this Agreement. This Contractor will be held responsible for any and all damage caused by work performed under this Agreement in which Contractor was negligent or reckless in their actions.
- 27. Exercise care to avoid damaging any existing utilities. This Subcontractor will be responsible for repairing, at no additional cost to this Subcontract, any damage to existing utilities or service disruptions resulting from his operations.

SCOPE OF WORK

General Scope: The work includes, but is not limited to; everything specified in the contract documents and all Addendum and Bulletins. The Work shall be completed in accordance with **the highest standards of workmanship**. Any questions relating to the responsibility of scope shall reference this subcontract and its related contract documents.

- Contractor shall be solely responsible for completing the Work in accordance with Code requirements and the
 reasonable intent of the Contract Documents. This Contract is being issued with the understanding that this
 Contractor is to provide all items required for the completion of all work indicated in these Contract Documents
 without adjustment to the contract price. It is intended that this Contractor shall be solely responsible for the
 inclusion of adequate amounts to cover all work indicated, described or implied, subject to code requirements and
 the reasonable intent of the Owner/Architect.
- 2. Contractor shall visit the site and become familiar with the existing conditions and the physical condition of the site.
- 3. Contractor acknowledges and represents that Contractor has examined and fully understands the Plans and Specifications, Drawings, and all other exhibits and attachments; has had the opportunity to request changes, clarification's and interpretation of errors, ambiguities, omissions and other matters that this Contractor has become aware of as contained in the contract documents; determined all procedures, techniques and schedules necessary or appropriate to complete the work indicated herein.
- 4. The contract documents for all trades are to be carefully examined, for determination of the total scope of work, and for interfacing/coordination with other trades.
- 5. Any conflict between codes, regulations, Title 24 provisions, building department requirements and the contract documents, the more stringent requirement shall govern and is included as part of this scope of work and the terms of this agreement.
- 6. The word "provide", when used herein shall mean furnish and install completely, including all costs for labor, material, equipment, hoisting, scaffolding, tools, rigging, and other facilities necessary for a complete installation. This Contractor is responsible for adhering to all notes in the contract documents.
- In the event of a conflict with plans and specifications, the more stringent shall apply. Additional questions will require this Contractor to formulate and submit written RFI(s) for clarification.
- 8. This Contractor is responsible for all field measurements.
- Provide and install all materials and means to make watertight and safe any openings created by this Contractor.
- 10. Be responsible for the safety and protection of the work, including the covering of any open holes, shafts, etc., to avoid any safety hazards.
- 11. Contractor shall provide/install all sleeves, flashings, counter flashings, sheet metal closures, sealants, caulking, escutcheons, wall and roof penetrations created for the work in this Contract. Furnish all incidental materials, fasteners, caulking/sealants, mounting devices, and/or hangers required to complete work under this contract. Subcontractor shall provide/install all caulking, fire-stop and safing as required to seal around floor, wall and roof penetrations created for the work in this Contract. This subcontractor to caulk between all materials contained in this contract and dissimilar materials. Furnish all incidental materials, fasteners, caulking/sealants, mounting devices, and/or hangers required to complete work under this contract.
- 12. Prepare and prime all surfaces in an approved manner, and in accordance with manufacturer's recommendations and the specifications.
- 13. Subcontractor to submit MSDS sheets of all applicable materials prior to commencement of work in this contract.
- 14. The Owner will engage the services of a testing agency to perform all required field inspection services. Subcontractor shall be responsible for coordination of these services with field operations.

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- 15. Provide and install all access panels for equipment, controls and other items requiring service accessibility and inspection for all work under this contract whether shown or not. Coordinate exact location and finish of panels with COCC Project Manager.
- Any system installed under this contract that requires to be shored is the responsibility of this contractor.
- 17. Cutting wood members: no drilling, boring, notching, cutting or otherwise compromising rafters or ceiling joists is acceptable unless it complies with the Structural Engineers requirements.
- 18. It is understood that scheduling may require temporary omissions of portion of the Contract work at locations to be mutually agreed to by this Contractor. Subcontractor shall work with the Owner to schedule and minimize all required comeback work. All reasonable patching, repairs, fill-in and "comeback" as related to the proper completion of this Contractor's operation shall be completed at the direction of the Owner and will be included as part of this Contract, while Owner is on site and not as a separate call back.
- 19. It is understood that temporary omission of portions of the work and out of sequence work may be required because of accessibility, scheduling, etc., at locations to be designated by the Contractor. All patching, repairs, fill-in and "comeback" required for these previously omitted areas or openings shall be completed at the direction of the Contractor and to be included in the Contract Price.

Guarantee: The Contractor guarantees all materials and workmanship and agrees to replace at his sole cost and expense and to the satisfaction of the College, any or all materials adjudged defective or improperly installed as well as guarantee the College against liability, losses or damage to any or all parts of the work arising from said installation including consequential damages during a period of one year from completion and acceptance of the entire project. If, however, the period of guarantee is stipulated in excess of one year by the Contract Documents, Contractor shall be bound as specified.

PRODUCTS AND SUBMITTALS

Submittals are due within 5 days of signing Agreement.

This Agreement embodies the entire agreement and understanding between **Contractor** and Central Oregon Community College, and supersedes all prior agreements and understandings, written or oral, relating to the subject matter hereof. Neither this Agreement nor any term hereof may be modified, waived or otherwise amended without prior written agreement of both parties hereto. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Oregon. All claims, disputes or other matters in question between the parties hereto arising out of or relating to this Agreement shall be resolved by an arbitrator with construction experience, in accordance with the Oregon Revised Statutes, Section 36.400-36.425, with the venue being Deschutes County, Oregon, unless the parties mutually agree otherwise.

Attorney Fees. If suit or action is instituted in connection with any controversy arising out of this Agreement, the prevailing party shall be entitled to recover in addition to costs, such sum as the court may adjudge reasonable as attorney fees at trial, on petition for review, and on appeal.

Non-Assignment. The Contractor will not assign, transfer, pledge, hypothecate, surrender or dispose in whole or in part any of this Agreement, or any interest herein, without the written consent of the College.

Such written consent shall not relieve a contractor of any obligations under a public contract, and any transferee shall be considered the agent of the contractor and bound to abide by all provisions of the public contract. Except in the event of novation, if the College consents in writing to an assignment, sale, or transfer of the contractor's rights and responsibilities, the contractor shall remain ultimately liable to the agency for complete performance of the public contract as if no such assignment, sale, or transfer had occurred.

This Agreement is personal to said Contractor; Contractor's interests, in whole or in part, cannot be sold, assigned, transferred, seized or taken by operation at law, or under or by virtue of any execution of legal process, attachment or proceedings instituted against the Contractor, or under or by virtue of any bankruptcy or insolvency proceedings had in regard to the Contractor, or in any other manner, except as above mentioned.

Indemnification: Contractor shall indemnify, reimburse and hold harmless COCC against any claims liabilities, damages and expenses, including reasonable attorney's fees incurred by COCC in defending or compromising actions brought against COCC arising out of or related to the acts or omissions of Contractor or its employees in connection with Contractor's performance or non-performance of the Agreement.

Termination. College may terminate this Agreement for breach of any material provision by Contractor if the breach is not remedied within thirty (30) calendar days following provision of notice by College.

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Notice. Any and all notices herein required shall be in writing and shall be given to the appropriate party, as the case may be, at the following addresses: (a) College: Appropriate COCC Project Manager, Central Oregon Community College, 2600 NW College Way, Bend, Oregon 97703, and (b) Contractor.

Lien Waiver: Contractor shall keep the property free of any liens and shall deliver to COCC executed acknowledgment of payment of all sums due and release of mechanic's and materialmen's liens from any party having lien rights with acknowledgment of payment and release of lien for all work performed and/or materials furnished.

All the terms and conditions printed on the accompanying pages, together with all mutually agreed upon Appendices hereto, constitute an integral part of this Agreement.

If you are in agreement with the foregoing, please sign this agreement and return to Central Oregon Community College, whereupon this Agreement shall become binding between **Contractor** and the College as of the date first written above.

Contractor	Central Oregon Community College
Signature:	Michael LaLonde
Printed Name:	- Witcheel LaLonde
Title:	Title: Vice President of Finance and Operations
Date:	
Telephone #:	- ·
Fax #:	-
Federal Tax ID Number:	

COCC Electrical Upgrades Project

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10

Board Meeting Date: 10/11/23

Exhibit No.: 8a.10



Central Oregon Community College Board of Directors: Resolution

Subject	Contract to replace old underground power cables
Strategic Plan Initiatives	Advancing financial and operational sustainability
Prepared By	Michael LaLonde and Joshua Clawson

A. Background

Per COCC General Policy G-1-8.3.3, Campus Services is requesting a Board of Directors Resolution for approval to proceed with a Power Utility Infrastructure project to replace old underground power cables feeding a majority of the Bend Campus buildings.

COCC Project 1602-23 was approved for FY24 by the Senior Leadership Team, and a budget of \$700,000 has been set aside in Campus Service's Non-General Construction budget. A formal RFP was advertised and Olsson Industrial Electric provided the lowest responsive bid of \$655,676, leaving \$44,324.00 for contingency needs.

The Board is asked to consider approval for Campus Services to proceed with this project.

B. Options/Analysis

The Bend Campus' building power is provided by COCC privately owned high voltage underground cables that were installed in the late 1960's and 1970's. Typically, these cables are to be replaced every 30 years. Unfortunately, we are twenty years overdue and we are starting to see signs of power cable degradation in our building power systems.

C. Timing

Olsson Industrial Electric is able to start immediately, and the project is slated to be completed in approximately one year.

D. Budget Impact

No additional budget is required.

E. Proposed Resolution

Be it resolved that the Central Oregon Community College Board of Directors approves the Olsson Industrial Electric contract in the amount of \$655,324 to replace the old underground power cables that feed the majority of the Bend Campus buildings.



— MECHANICAL CONTRACTORS —

Facility Services

COCC Redmond

COCC RTEC - HVAC Phase 1.5 VRF/RTU

Proposed Project Agreement

Date:

9/18/2023

Proposal Number:

FS05391

Prepared for:

COCC Redmond 2324 Southeast College Loop Redmond, Oregon 97756

Prepared by:

Mike Stewart 503-779-7035 mike.stewart@apollomech.com



Proposal Date: 9/18/2023

Proposal Number: FS05391



PROJECT PROPOSAL

Company

Apollo Facility Services 7555 SW Tech. Center Dr. Portland, Or 97223

Ph: 503-779-7035

Bill To Identity

COCC Redmond 2324 Southeast College Loop Redmond, Oregon 97756 **Remit To**

Apollo Mechanical Contractors PO Box 7287

Kennewick, WA 99336

Agreement Location

COCC Redmond
2324 Southeast Colle

2324 Southeast College Loop Redmond, Oregon 97756

OUR PROPOSAL INCLUDES:

This project with be conducted in 4 installation periods. The project timeline will reflect full replacement of each LG VRF system individually. This will reduce the sections of the building without HVAC throughout the project.

Scope of Work:

Demo: (LG VRF HP 1-5)

LOTO of LG VRF HP system.

Recovery and recycling of refrigerants per EPA guidelines.

Remove and recycle HP(s) from roof platform.

Cut and remove refrigerant lines between HP and Branch Controller.

Disconnect wired wall controller(s) from air handlers. Wires to remain and reused with new system.

Remove and recycle all Fan coils units. Mounting hardware and ductwork remain. We assume the mounting hardware is in good condition and can be reused for new equipment.

Remove and recycle all Ceiling Cassette units. Mounting hardware to remain. We assume the mounting hardware is in good condition and can be reused for new equipment.

Remove and recycle all wall air handle units.

Remove existing refrigerant lines from LG VRF HP system.

Install: new Mitsubishi Multi-City VRF HP 1-3

Furnish and install new Mitsubishi VRF system per engineered drawings.

Furnish and install snow hood and guards for Multi-City HP(s).

Place Mitsubishi Multi-City HP on roof platforms. We assume the platforms are structurally sound for new equipment.

Mount new Mitsubishi Fan Coils to existing hardware and ductwork.

Mount new Mitsubishi Cassettes to existing hardware.

Mount new Mitsubishi Wall Air Handlers per engineered drawings.

Furnish 29 new wired controllers per engineered drawings.

Furnish and install new refrigerant line sets to all head units from branch controller.

Furnish and install new refrigerant line set between Multi-City HP to branch controller.

Install 12 new condensate pumps for designed equipment.

Pressure test and leak check.

Vacuum of line sets.

apollhc867j1



Install of RTU(s)

Furnish and install 3 new Trane 6T Heat Pump RTUs for room 209 and upstairs mezzanine.

Furnish and install roof curbs for all new heat pump package units. We assume roofers will build structural support for roof curbs to attachments.

Mount duct drops for supply and return air for each new Trane heat pump package unit.

Provide all crane and rigging for package unit(s) placement. We will work directly with COCC and RTEC staff to develop a SSSP for each zone that accommodates class schedules and focuses on safety.

Connect supply ductwork to existing ductwork.

Integrate new Trane and Mitsubishi BACNET equipment to existing Metasys.

Startup and test.

*Startup to be performed by factory authorized technician.

All labor is standard rates M-F.

Exclusions:

Overtime and After-Hours Labor.

Permits- COCC will act as General Contractor and handle all permits and inspections.

Structural and Mechanical Engineering- This will be handled through a subcontractor hired by COCC.

Structural improvements- all structural improvements including framing hired by COCC.

Electrical (power and control wiring)- This will be handled through a subcontractor hired by COCC.

Fire/smoke alarm integration of new equipment by others.

T-Grid removal and replacement will be handled by COCC.

Cleaning- COCC will provide cleaning services throughout the project. Apollo will handle removal of mechanical equipment and accessories.

Safety Barricade- COCC will provide work area barricade during project as work sites shift throughout building. Schedule delays due to weather and subcontractors out of our control.

TOTAL COST	WARRANTY: Our warranty on work performed is one (1) year, parts and labor.	
	TOTAL COST	ć710 202 00

Upon execution as provided below, this agreement, including the following pages attached hereto (collectively, the "Agreement"), shall become a binding and enforceable agreement against both parties hereto. Customer, by execution of this Agreement, acknowledges that it has reviewed and understands the attached terms and conditions and has the authority to enter into this Agreement.

Contractor			Customer	
Signature (Authorized Representative)		-	Signature (Authorized Representa	ative)
Mike Stewart				
Name (Print/ Type)		-	Name (Print/ Type)	
503-779-7035				
Phone		-	Title	
9/18/2023	FS05391			
Date	Proposal #	-	Date	PO#

apollhc867j1 Page | 2



Project Agreement Terms and Conditions

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

Owner shall be identified as "Purchaser" under these terms and contractor shall be identified as "contractor".

- 1.SCOPE OF WORK. This proposal is based upon the use of straight time labor only. Purchaser shall not back charge contractor for any costs or expenses without contractor's written consent.
- 2.INVOICING & PAYMENTS. Terms are Net 30. Invoices not paid within 30 days of date of invoice are delinquent. A 2% per month fee will be added for delinquent payments.
- 3.MATERIALS. If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of Apollo Facilities Group, then in the case of permanent unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, Apollo Facilities Group shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefor.
- 4. WARRANTY. Contractor warrants products installed by under this contract and workmanship for a period of 90 days unless specified elsewhere.
- 5.LIABILITY. Contractor shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
- 6.TAXES. The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. Purchaser shall pay, in addition to the stated price; all taxes not legally required to be paid by Contractor or, alternatively, shall provide Contractor with acceptable tax exemption certificates.
- 7.DELAYS. Contractor shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond Contractor's control, including, but not limited to, acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner, or other Contractors or delays caused by suppliers or subcontractors of this contractor etc.
- 8.COMPLIANCE WITH LAWS. Contractor shall comply with all applicable federal. state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.
- 9.ATTORNEYS' FEES. Purchaser agrees that he will pay and reimburse Contractor for any and all reasonable attorneys' fees which are incurred by the contractor in the collection of amounts due and payable hereunder.
- 10.INSURANCE. Insurance coverage in excess of Contractor's standard limits will be furnished when requested and required. No credit will be given or premium paid by Contractor for insurance afforded by others.
- 11.INDEMNITY. The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the Indemnifying Party.
- 12. OCCUPATIONAL SAFETY AND HEALTH. The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.
- 13.ENTIRE AGREEMENT. This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.
- 14. CHANGES. No change or modification of any of the terms and conditions stated herein shall be binding upon Contractor unless accepted by Contractor in writing.
- 15. MAINTENANCE AGREEMENT TERMS. Both parties can terminate agreement with thirty days of written notice.

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Board Meeting Date: 10/11/2023

Exhibit No.: 8b.5



Central Oregon Community College Board of Directors: Resolution

Subject	Redmond Technology Center HVAC Replacement
Strategic Plan Initiatives	Advancing Fiscal and Operational Sustainability
Prepared By	Michael LaLonde and Joshua Clawson

A. Background

The heating and air conditioning systems at the Redmond Technology Center have been failing for the last five years due to early manufacturer design issues. Campus Services identified a failure trend and budgeted \$600,000 toward the replacement of two of the eight HVAC units, and had planned for full system replacement over a span on four years.

During Spring Term of 2023, the building suffered a catastrophic system failure and all eight compressors failed due to a refrigerant line failure.

After an engineering study by Colebreit Engineering, it was determined that a complete system replacement was required. An Emergency RFP to Apollo Mechanical, Kirby Nagelhout Construction, North Rim Electric, and Eagle Roofing; puts the total system replacement in the neighborhood of \$1.2 million.

Campus Services is requesting a Board of Director's Resolution to approve the contract with Apollo Mechanical Contractors for \$718,382. At a later date, Campus services will be requesting another contract approval for North Rim Electric which is expected to be for \$120,000.

B. Options/Analysis

Analysis from Colebreit Engineering mechanical and electrical engineers confirmed the need for a total system replacement. There are few options to consider other than project and building operations impacts.

C. Timing

Currently replacement HAVC units require 22 weeks to manufacture. Campus Services will be working to provide temporary heating through the Winter to keep the build occupiable, and work will commence as soon as possible.

D. Budget Impact

No budget impact.

E. Proposed Resolution

Be it resolved that the Central Oregon Community College Board of Directors approves the Contract with Apollo Mechanical Contractors in the amount of \$718,382 to replace the HVAC system in the Redmond Technology Center.

Student Success

Provide resources and support to facilitate increased student persistence and educational goal achievement.

- SS-1: Enhance development of course and program offerings and delivery methods.
- SS-2: Enhance and promote the resources and tools available to help students efficiently complete their academic goal.
- SS-3: Enhance and promote the resources and support services available to help students overcome non-academic challenges.

Student Experience

Provide core academic offerings and student support at all campuses and online.

- SE-1: Develop and implement a comprehensive approach to academic offerings and student support services on all campuses and online.
- SE-2: Increase access to academic programs and courses on all campuses and online.
- SE-3: Promote diversity, inclusiveness and community on all campuses and online.

Community Enrichment

Engage as a collaborative and contributing partner with the community.

- CE-1: Cultivate new and strengthen existing connections/ partnerships with Educational Stakeholders, including PreK-12, universities (higher education), lifelong learners and business and industry.
- CE-2: Advance positive regional economic development by assisting with educational and training needs of business, industry and workforce.
- CE-3: Offer College services and expertise in response to community needs.

Institutional Efficiency

Strengthen systems, policies and procedures to create more proactive, responsive and effective internal processes.

- IE-1: Improve practices and structure related to providing a healthy and productive workplace.
- IE-2: Develop uniform, effective and efficient processes.
- IE-3: Define, document and practice clear operational decision-making.
- IE-4: Improve information sharing practices and platforms.



Executive Summary

JULY 2023



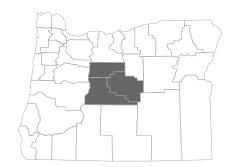
The Economic Value of Central Oregon Community College





► ENTRAL OREGON COMMUNITY COLLEGE (COCC) creates value in many ways. The college plays a key role in helping students increase their employability and achieve their individual potential. The college draws students to the region, generating new dollars and opportunities for the COCC District.* COCC provides students with the education, training, and skills they need to have fulfilling and prosperous careers. Furthermore, COCC is a place for students to meet new people, increase their self-confidence, and promote their overall health and well-being.

COCC influences both the lives of its students and the regional economy. The college supports a variety of industries in the COCC District, serves regional businesses, and benefits society as a whole in Oregon from an expanded economy and improved quality of life. Additionally, the benefits created by COCC extend to the state and local government through increased tax revenues and public sector savings.



The COCC District, Oregon

COCC influences both the

lives of its students and the

regional economy.

This study measures the economic impacts created by COCC on the business community and the benefits the college generates in return for the investments made by its key stakeholder groups-students,

taxpayers, and society. The following two analyses are presented:

Economic impact analysis



Investment analysis

All results reflect employee, student, and financial data, provided by the college, for fiscal year (FY) 2021-22. Impacts on the COCC District economy are reported under the economic impact analysis and are measured in terms of added income. The returns on investment to students, taxpayers, and society in Oregon are reported under the investment analysis.

For the purposes of this analysis, the COCC District is comprised of Crook, Deschutes, and Jefferson Counties.

Economic impact analysis



COCC promotes economic growth in the COCC District through its direct expenditures and the resulting expenditures of students and regional businesses. The college serves as an employer and buyer of goods and services for its day-to-day and construction operations. The college's activities attract students from outside the COCC District, whose expenditures benefit regional vendors. In addition, COCC is a primary source of higher education to the COCC District residents and a supplier of trained workers to regional industries, enhancing overall productivity in the regional workforce.

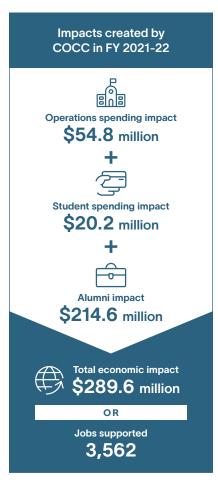
Operations spending impact

COCC adds economic value to the COCC District as an employer of regional residents and a large-scale buyer of goods and services. In FY 2021-22, the college employed 466 full-time and part-time faculty and staff, 99% of whom lived in the COCC District. Total payroll at COCC was \$41.7 million, much of which was spent in the region for groceries, mortgage and rent payments, dining out, and other household expenses. In addition, the college spent \$26.8 million on day-to-day expenses related to facilities, supplies, and professional services.

COCC's day-to-day operations spending added \$54.8 million in income to the region during the analysis year. This figure represents the college's payroll, the multiplier effects generated by the in-region spending of the college and its employees, and a downward adjustment to account for funding that the college received from regional sources. The \$54.8 million in added income is equivalent to supporting 563 jobs in the region.

Student spending impact

Some in-region students, referred to as retained students, would have left the COCC District if not for the existence of COCC. In addition, around 10% of students attending COCC originated from outside the region in FY 2021-22, and most of these students relocated to the COCC District to attend the college. These students may not have come to the region if COCC did not exist. In addition, while attending the college, these relocated and retained students spent money on groceries, accommodation, transportation, and other household expenses. This spending generated \$20.2 million in added income for the regional economy in FY 2021-22, which supported 305 jobs in the COCC District.



Alumni impact

The education and training COCC provides for regional residents has the greatest impact. Since the establishment of the college, students have studied at COCC and entered the regional workforce with greater knowledge and new skills. Today, thousands of former COCC students are employed in the COCC District. As a result of their education from COCC, the students receive higher earnings and increase the productivity of the businesses that employ them. In FY 2021-22, COCC alumni generated \$214.6 million in added income for the regional economy, which is equivalent to supporting 2,693 jobs.

Total impact

COCC added \$289.6 million in income to the COCC District economy during the analysis year, equal to the sum of the operations spending impact, the student spending impact; and the alumni impact. For context, the \$289.6 million impact was equal to approximately 1.9% of the total gross regional product (GRP) of the COCC District. This contribution that the college provided on its own is nearly as large as the entire Transportation & Warehousing industry in the region.

COCC's total impact can also be expressed in terms of jobs supported. The \$289.6 million impact supported 3,562 regional jobs, using the jobs-to-sales ratios specific to each industry in the region. This means that one out of every 43 jobs in the COCC District is supported by the activities of COCC and its students. In addition, the \$289.6 million, or 3,562 supported jobs, stemmed from different industry sectors. For instance, among non-education industry sectors, the spending of COCC and its students and the activities of its alumni in the Health Care & Social Assistance industry sector supported 365 jobs in FY 2021-22. If the college did not exist, these impacts would not have been generated in the COCC District.

One out of every 43 jobs in the COCC District is supported by the activities of COCC and its students.

COCC impacts by industry (jobs supported)



601

Retail Trade



365

Health Care & Social Assistance



341

Real Estate & Rental & Leasing



309

Accommodation & Food Services



273

Other Services (except Public Administration)

Investment analysis



An investment analysis evaluates the costs associated with a proposed venture against its expected benefits. If the benefits outweigh the costs, then the investment is financially worthwhile. The analysis presented here evaluates COCC as an investment from the perspectives of students, taxpayers, and society in Oregon.

Student perspective

In FY 2021-22, COCC served 6,649 credit and 5,188 non-credit students. In order to attend the college, the students paid for tuition, fees, books, and supplies. They also took out loans and will incur interest on those loans. Additionally, students gave up money they would have otherwise earned had they been working instead of attending college. The total investment made by COCC's students in FY 2021-22 amounted to a present value of \$29.2 million, equal to \$13.4 million in outof-pocket expenses (including future principal and interest on student loans) and \$15.7 million in forgone time and money.

In return for their investment, COCC's students will receive a stream of higher future earnings that will continue to grow throughout their working lives. For example, the average COCC associate degree graduate from FY 2021-22 will see annual earnings that are \$8,000 higher than a person with a high school diploma or equivalent working in Oregon. Over a working lifetime, the benefits of the associate degree over a high school diploma will amount to an undiscounted value of \$280,000 in higher earnings per graduate. The present value of the cumulative higher future earnings that COCC's FY 2021-22 students will receive over their working careers is \$135.7 million.

The students' benefit-cost ratio is 4.6. In other words, for every dollar students invest in COCC in the form of out-of-pocket expenses and forgone time and money, they will receive a cumulative value of \$4.60 in higher future earnings. Annually, the students' investment in COCC has an average annual internal rate of return of 22.7%, which is impressive compared to the U.S. stock market's 30-year average rate of return of 9.6%. Students see a high rate of return for their investment in COCC



Average annual return for COCC students

22.7%



Stock market 30-year average annual return

9.6%

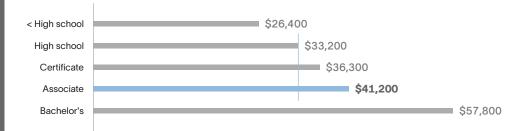


Interest earned on savings account (national deposit rate)

0.4%

Source: Forbes' S&P 500, 1992-2021. FDIC.gov, 2-2022.

The average associate degree graduate from COCC will see an increase in earnings of \$8,000 each year compared high school diploma or equivalent working



Source: Lightcast employment data



Taxpayer perspective

COCC generates more in tax revenue than it receives. These benefits to taxpayers consist primarily of taxes that the state and local government will collect from the added revenue created in the state. As COCC students will earn more, they will make higher tax payments throughout their working lives. Students' employers will also make higher tax payments as they increase their output and purchases of goods and services. By the end of the FY 2021-22 students' working lives, the state and local government will have collected a present value of \$50.9 million in added taxes.

Benefits to taxpayers will also consist of savings generated by the improved lifestyles of COCC students and the corresponding reduced government services. Education is statistically correlated with a variety of lifestyle changes. The education that

For every dollar of public money invested in COCC, taxpayers will receive a cumulative value of \$1.40 over the course of the students' working lives.

COCC students receive will generate savings in three main categories: 1) healthcare, 2) justice system, and 3) income assistance. Improved health will lower students' demand for national health care services. In addition, costs related to the justice system will decrease. COCC students will be more employable, so their reduced demand for income assistance such as welfare and unemployment benefits will benefit taxpayers. For a list of study references, contact the college for a copy of the main report. Altogether, the present value of the benefits associated with an education from COCC will generate \$4.3 million in savings to state and local taxpayers.

Total taxpayer benefits amount to \$55.1 million, the present value sum of the added taxes and public sector savings. Taxpayer costs are \$38.6 million, equal to the amount of state and local government funding COCC received in FY 2021-22. These benefits and costs yield a benefit-cost ratio of 1.4. This means that for every dollar of public money invested in COCC in FY 2021-22, taxpayers will receive a cumulative present value of \$1.40 over the course of the students' working lives. The average annual internal rate of return for taxpayers is 2.8%, which compares favorably to other long-term investments in the public sector.

Social perspective

Society as a whole in Oregon benefits from the presence of COCC in two major ways. Primarily, society benefits from an increased economic base in the state. This is attributed to the added income from students' increased lifetime earnings (added student income) and increased business output (added business income), which raise economic prosperity in Oregon.

Benefits to society also consist of the savings generated by the improved lifestyles of COCC students. As discussed in the previous section, education is statistically correlated with a variety of lifestyle changes that generate social savings. Note that these costs are avoided by the consumers but are distinct from the costs avoided

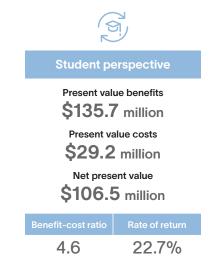
by the taxpayers outlined above. Healthcare savings include avoided medical costs associated with smoking, alcohol dependence, obesity, drug abuse, and depression. Justice system savings include avoided costs to the government and society due to less judicial activity. Income assistance savings include reduced welfare and unemployment claims. For a list of study references, contact the college for a copy of the main report.

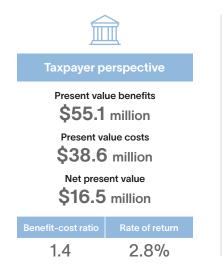
Altogether, the social benefits of COCC equal a present value of \$528.4 million. These benefits include \$325.6 million in added student income, \$130.3 million in added business income, \$62.6 million in added income from college activities, as well as \$9.9 million in social savings related to health, the justice system, and income assistance in Oregon. People in Oregon invested a present value total of \$89 million in COCC in FY 2021-22. The cost includes all the college and student costs.

The benefit-cost ratio for society is 5.9, equal to the \$528.4 million in benefits divided by the \$89 million in costs. In other words, for every dollar invested in COCC, people in Oregon will receive a cumulative value of \$5.90 in benefits. The benefits of this investment will occur for as long as COCC's FY 2021-22 students remain employed in the state workforce.

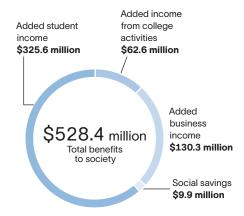
Summary of investment analysis results

The results of the analysis demonstrate that COCC is a strong investment for all three major stakeholder groups-students, taxpayers, and society. As shown, students receive a great return for their investments in an education from COCC. At the same time, taxpayers' investment in COCC returns more to government budgets than it costs and creates a wide range of social benefits throughout Oregon.





Social benefits in Oregon from COCC



Source: Lightcast impact model.

& &^&	
Social perspective	
Present value benefits \$528.4 million	
Present value costs \$89 million	
Net present value \$439.5 million	
Benefit-cost ratio	Rate of return
5.9	n/a [*]

^{*} The rate of return is not reported for the social perspective because the beneficiaries are not necessarily the same as the original investors.

Conclusion

The results of this study demonstrate that COCC creates value from multiple perspectives. The college benefits regional businesses by increasing consumer spending in the region and supplying a steady flow of qualified, trained workers to the workforce. COCC enriches the lives of students by raising their lifetime earnings and helping them achieve their individual potential. The college benefits state and local taxpayers through increased tax receipts and a reduced demand for government-supported social services. Finally, COCC benefits society as a whole in Oregon by creating a more prosperous economy and generating a variety of savings through the improved lifestyles of students.



About the study

Data and assumptions used in the study are based on several sources, including the FY 2021-22 academic and financial reports from COCC, industry and employment data from the U.S. Bureau of Labor Statistics and U.S. Census Bureau, outputs of Lightcast's Multi-Regional Social Accounting Matrix model, The results of this study demonstrate that COCC creates value from multiple perspectives.

and a variety of studies and surveys relating education to social behavior. The study applies a conservative methodology and follows standard practice using only the most recognized indicators of economic impact and investment effectiveness. For a full description of the data and approach used in the study, please contact the college for a copy of the main report.



Lightcast provides colleges and universities with labor market data that help create better outcomes for students, businesses, and communities. Our data, which cover more than 99% of the U.S. workforce, are compiled from a wide variety of government sources, job postings, and online profiles and résumés. Hundreds of institutions use Lightcast to align programs with regional needs, drive enrollment, connect students with in-demand careers, track their alumni's employment outcomes, and demonstrate their institution's economic impact on their region. Visit lightcast.io/solutions/education to learn more or connect with us.