

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: PURCHASE ORDER INCREASE TO THE LAVATORY
FOR TEMPORARY RESTROOM FACILITIES FOR THE
CAMPUS-WIDE INTERIOR REFRESH (PHASE 1B)
PROJECT

REQUESTED ACTION:

☐ Information OR ☒ Approval
☐ Consent OR ☒ Non-Consent

SUMMARY:

Board approval is requested to increase the Purchase Order for the rental of temporary ADA restroom facilities. These facilities are currently providing swing space restrooms for the Fairfield Campus as the Campus-Wide Interior Refresh (Phase 1B) Project is completed. An increase to the Purchase Order is necessary to extend the lease by three (3) months to align with the duration of construction for Building 500 restrooms.

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STUDENT SUCCESS IMPACT:

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

Ed. Code: NA Board Policy: NA Estimated Fiscal Impact: \$53,000.00 Measure Q Funds

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

Lucky Lofton
V.P., Facilities & Executive Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Lucky Lofton
V.P., Facilities & Executive Bonds Manager

VICE PRESIDENT APPROVAL

December 6, 2024

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Kellie Sims Butler, Ph.D.
Superintendent-President

December 18, 2024

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Included in this Purchase Order increase is a contingency amount of \$5,030.00. This contingency is for any unscheduled service and maintenance calls that might occur during the extended lease period. Any unused contingency funds will be returned to the District when the Purchase Order is closed.

The Board is asked to increase this Purchase Order to The Lavatory in an amount not to exceed \$53,000.00.

The agreement is available online at: <https://welcome.solano.edu/measureq/approved-contracts/>

**THE LAVATORY**

Portable Restrooms

☎ 559-598-0380

📍 3714 N. Valentine Ave.
Fresno, CA 93722

🌐 www.thelavatory.com

Contract #: 101007-1

3714 N. Valentine
Fresno, CA 93722
www.thelavatory.com
559-598-0380 PhoneStatus: Reservation
Reserved Date: Thu 10/31/2024 7:00AM

Customer #: 1204

Kitchell CEM

Phone 916-342-7965

4000 Suisun Valley rd
FAIRFIELD, CA 94534

Job Descr: Remodel Long Term EXTENDED 10/31 - 11/29

Ordered By: Greg

Sales Rep: Matt Salazar 559-598-0380 Matt@theLavatory.com

Pickup Fri 11/29/2024 3:00PM - 5:00PM

916-342-7965
4000 Suisun Valley rd
FAIRFIELD, CA 94534Andrew 916-342-7965
4000 Suisun Valley rd
FAIRFIELD, CA 94534

Dedicated 120v 20amp electrical connection within 100' of trailer?: yes
 Is there an available water spigot connection onsite?: yes
 Onsite sewer connection available?: no
 Desired location level?: yes

Dedicated 120v 20amp electrical connection within 100' of trailer?: yes
 Is there an available water spigot connection onsite?: yes
 Onsite sewer connection available?: no
 Desired location level?: yes

Customer is responsible for cleanliness and restocking of the units.

Customer will be responsible for any damages.

If rental is extended it will be prorated by week at the same rate

Service calls \$375 each + damages or parts

~~10/31 - 11/29~~ Extension December 2024 to February 2025

Qty	Items Rented	Status	Disc%	Each	Price
2	ADA + 2 Station Temporary Restroom 4 week rental rate. 1 x week pumping included	Reserved		6,395.00	12,790.00
8	Waste Pump Service Included in rental rate	Reserved		0.00	0.00
2	Extension Cord	Reserved		0.00	0.00
1	___100' Water Hose, Black	Reserved		0.00	0.00
5	___2 Channel Cable Ramp	Reserved		0.00	0.00
1	___Red Hitch Lock	Reserved		0.00	0.00
10	Waste Pump Service Additional Services: 9/20 (2), 9/27 (2), 10/3, 10/6, 10/10, 10/13, 10/17, 10/20	Reserved		400.00	4,000.00
8	Waste Pump Service Additional Pump Services for ADA	Reserved		400.00	3,200.00
1	ADA + 2 Station Temporary Restroom	Reserved		0.00	0.00
2	Extension Cord	Reserved		0.00	0.00
1	___100' Water Hose, Black	Reserved		0.00	0.00
5	___2 Channel Cable Ramp	Reserved		0.00	0.00
1	___Red Hitch Lock	Reserved		0.00	0.00

Thank you for Choosing the Lavatory!

I decline damage waiver on the rented equipment. Full replacement charges will apply. Initials _____

Rental Contract

This is a Reservation. Any cancellations within 72 hours of event will incur additional cancellation fees.

Rental:	19,990.00
Monthly Rate:	\$15,990.00
3 months extension	\$47,970.00
Subtotal	19,990.00
Contingency	\$5,030.00
Total:	\$19,990.00 \$53,000.00
Paid:	\$0.00
Amount Due:	\$19,990.00

Signature: _____
Kitchell CEM

RENTAL CONTRACT TERMS AND CONDITIONS

1. The rental equipment will be returned in good condition; ordinary wear and tear accepted.
2. Customer assumes all responsibility for injuries to persons or damages to property and agrees to hold Lessor harmless for any and all claims, of whatsoever nature, arising out of use of the rental of the equipment while in his custody.
3. Customer agrees to Lessor's rights to enter premises of customer at any time to repossess said equipment. Customer hereby waives any rights of action against owner by reason of such taking of entry and agrees to reimburse Lessor's cost of repossession if any.
4. Customer agrees to reimburse Lessor for all attorney fees, an amount not less than 25% of all sums due, court cost and expenses incurred by Lessor to enforce collection or to preserve or enforce Lessor's right under this contract.
5. Customer agrees not to loan, sublet or otherwise dispose of equipment or use it any other location than listed on the face of the contract.
6. PAYMENT Customer agrees to pay Lessor upon demand:
 - 6.1. All rates, charges, taxes, fuel, delivery, pickup, reservation cancellation fees, equipment protection charge and all other amounts incurred as a result of this rental transaction.
 - 6.2. Replacement cost for any loss or disappearance of equipment due to theft, conversion or other dishonest acts on part of any person or persons to whom the issued property is entrusted or any person or persons in the service or employment of the lessee whether or not occurring during the hours of such service or employment..
 - 6.3. Credit Card - Customer authorizes that Lessor may bill customer's credit card at time of reservation or upon receipt of the rented item(s) or upon the return of the item(s).
7. Payment Guarantee - If Customer has directed Lessor and Lessor has agreed to bill charges to someone else who fails to make payment promptly when due, Customer promises to pay Lessor on demand. If Customer directs charges to be billed to another person, Customer represents that he is authorized to give Lessor such direction. Customer understands that he remains individually responsible for all charges even if Customer directed Lessor to bill another person.
8. Final Audit - CUSTOMER UNDERSTANDS THAT ALL CHARGES ARE SUBJECT TO FINAL AUDIT. Customer authorizes any credits or additional charges to be made and paid by the method used at the time of the reservation or return.
9. Customer agrees to pay in full replacement cost, including labor, for all damages to rental equipment due to any cause whatsoever.
10. THERE ARE NO WARRANTIES OF MERCHANT ABILITY OR FITNESS EITHER EXPRESSED OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.
11. RENTAL FEES ARE FOR PORTAL TO PORTAL TIME OUT, NOT TIME USED, INCLUDING ANY PERIOD LESSOR IS CLOSED.
12. Payment Policy: A 50% deposit is required when order is placed. We require payment to be made by any major credit card. Any unpaid balance for services will be charged on the credit card on file three (3) days prior to delivery or seven (7) days prior to delivery if scheduled on a weekend.
13. Cancellation / Refund Policy: A 25 % cancellation fee will be assessed on the total value of the contract for all refunds. An additional fee of 50% will be assessed on the total value of the contract for orders canceled less than 10 business days from "time out and date out".

NO REFUND if canceled within 72 hours of "time out and date out". All custom/ special order items are non-refundable. Credit will not be given for services ordered and not used.