| AGENDA ITEM | |
|---------------------|-----------------|
| MEETING DATE | August 15, 2018 |

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

| то: | Members of th | Members of the Governing Board | | |
|--|--|--|--|---|
| SUBJECT: | FOR CONSTI | CONTRACT AWARD TO ELLIS & ELLIS SIGN SYSTEMS FOR CONSTRUCTION SERVICES FOR THE BUILDING 1200 SIGNAGE PROJECT | | |
| REQUESTED ACTIO | <u>N</u> : | | | |
| ☐ Information Of ☐ Consent Of | = 11 | ent | | |
| Board approval is requested approval and supplies in and new exterior building approved approve | Small Capital Projecessary for the designs per the District EXT PAGE IPACT: Ichieve their education of ment and training eation | ect. The scop sign/installati ct Standards. onal, professi | oe of work included on of additional included on a distribution of a distribution on a land personal on a la | des all labor, materials, nterior directional signs goals |
| Ed. Code: Board | Policy:3225; 3520 | Estimated F | iscal Impact: \$8,1 7 | 79.81 Measure Q Funds |
| SUPERINTENDENT'S REC Lucky Lo Executive Bond PRESENTER' 4000 Suisun Va Fairfield, CA | fton s Manager S NAME | _ |] APPROVAL] NOT REQUIRED | ☐ DISAPPROVAL ☐ TABLE |
| ADDRE | | | Celia Espos | ito-Noy, Ed.D. |
| (707) 863- TELEPHONE 1 Robert V. Di VP, Finance & Ac VICE PRESIDENT August 3, | NUMBER amond ministration APPROVAL | | Augus DATE API | t 3, 2018 PROVED BY ENT-PRESIDENT |
| DATE SUBMI' SUPERINTENDEN' | TTED TO | <u>—</u> | | |

| AGENDA ITEM | |
|---------------------|-----------------|
| MEETING DATE | August 15, 2018 |

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: CONTRACT AWARD TO ELLIS & ELLIS SIGN SYSTEMS

FOR CONSTRUCTION SERVICES FOR THE BUILDING

1200 SIGNAGE PROJECT

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

A Request for Proposal was issued to four qualified signage companies and proposals were due by July 31, 2018. Only one proposal was received, from Ellis & Ellis Sign Systems. The proposal was evaluated and the proposed fee was determined to be reasonable for the work requested.

The Board is asked to approve a contract to Ellis & Ellis Sign Systems in the amount of \$8,179.81.

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

AGREEMENT FOR CONSTRUCTION SERVICES (SMALL PROJECTS)

THIS CONTRACT is made and entered into this 15th day of August, 2018, by and between **Ellis & Ellis Sign Systems** ("Contractor") and Solano Community College District ("District") ("Contract").

1. The Contractor shall furnish to the District for a total price of **Eight Thousand One Hundred Seventy Nine and 81/100 Dollars (\$8,179.81)** ("Contract Price"), the following services ("Services" or "Work"):

The **Building 1200 Signage Project** scope of work includes all labor, materials, equipment, and supplies necessary for the design/installation of additional interior directional signs and new exterior building signs at the Performing Arts Building (Building 1200) per the Request for Proposal (Exhibit "A").

- 2. Contractor shall perform the Work at Building 1200 located at 4000 Suisun Valley Road, Fairfield California ("Premises" or "Site"). The Project is the scope of Work performed at the Site.
- 3. Work shall be completed within **Seventy-Seven (77)** consecutive calendar days ("Contract Time") from the date specified in the District's Notice to Proceed.

5. The Contract Documents include only the following documents, as indicated:

4. Contractor agrees that if the Work is not completed within the Contract Time and/or pursuant to the completion schedule, construction schedule, or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged, and agreed that the District will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Contractor shall pay to the District, as fixed and liquidated damages for these incalculable damages, the sum of One Hundred Dollars (\$100.00) per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule, or project milestones established pursuant to the Contract.

| Instructions to Bidders | X Lead-Product(s) Certification |
|---|---|
| Bid Form and Proposal | Roofing Project Certification |
| Bid Bond | Insurance Certificates and |
| Designated Subcontractors List | Endorsements |
| Notice to Proceed | Performance Bond |
| X Terms and Conditions to Contract | Payment Bond |
| XNoncollusion Declaration | Specifications |
| X_Prevailing Wage Certification | Plans |
| X Workers' Compensation Certification | _X Exhibit "A" ("Request for Proposal") |
| Drug-Free Workplace Certification | [Other] |
| Tobacco-Free Environment | [Other] |
| Certification | [Other] |
| X Asbestos & Other Hazardous Materials Certification | |

6. Contractor shall not commence the Work under this Contract until the Contractor has

submitted and the District has approved the performance bond, payment (labor and material) bond, the certificate(s) and affidavit(s), and the endorsement(s) of insurance required under the Terms and Conditions and the District has issued a Notice to Proceed.

- 7. Payment for the Work shall be made in accordance with the Terms and Conditions.
- 8. The project manager on the Project is Kitchell CEM ("Project Manager"). Contractor hereby acknowledges that the Architect, the Project Manager, the Project Inspector, and the Division of the State Architect have authority to approve and/or stop Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. No work shall be carried on except with the knowledge and under the inspection of said Project Inspector. Project Inspector shall have free access to any or all parts of work at any time. Contractor shall furnish Project Inspector reasonable opportunities for obtaining such information as may be necessary to keep Project Inspector fully informed respecting progress, manner of work, and character of materials. The Contractor shall be liable for any delay caused by its non-compliant Work or its failure to provide proper notification for inspection.
- 9. Inspection and acceptance of the Work shall be performed by Owner or Owner's Rep.
- 10. Any notice required or permitted to be given under this Contract shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District

Solano Community College District c/o Kitchell CEM

Noe Ramos Bldg 1102, 4000 Suisun Valley Raod Fairfield, California 94534 Phone: 707-863-7826

Email: noe.ramos@solano.edu

Contractor

Ellis & Ellis Sign Systems
Brad Mills

1111 Joellis Way Sacramento, California 95815

Phone: 916-924-1936 Email: bmills@ellissigns.com

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

- 11. Contractor shall guarantee all labor and material used in the performance of this Contract for a period of one year from the date of the District's written approval of the Work.
- 12. This Contract incorporates by this reference the Terms and Conditions attached hereto. Contractor, by executing this Contract, agrees to comply with all the Terms and Conditions.
- 13. Each party has the full power and authority to enter into and perform this Contract, and

the person signing this Contract on behalf of each party has been properly authority and empowered to enter into this Contract.

14. By signing this Agreement, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct.

ACCEPTED AND AGREED on the date indicated below: Dated: , 2018 Ellis & Ellis Sign Systems **Solano Community College District** Signature: Signature: Print Name: Print Name: Lucky Lofton Print Title: Print Title: Executive Bonds Manager Telephone: Telephone: 707-863-7855 E-Mail: E-Mail: Lucky.Lofton@solano.edu Information regarding Contractor: License No.: Employer Identification and/or Address: Social Security Number NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Telephone: Section 1.6041-1 of Title 26 of the Facsimile: Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to E-Mail: furnish their taxpayer information Type of Business Entity: to the payer. In order to comply ____ Individual with these requirements, the ____ Sole Proprietorship District requires the Contractor to ____ Partnership furnish the information requested _____ Limited Partnership in this section. Corporation, State: ____ Limited Liability Company

____ Other: ____

TERMS AND CONDITIONS TO CONTRACT

- 1. **NOTICE TO PROCEED:** District shall provide a Notice to Proceed to Contractor pursuant to the Contract at which time Contractor shall proceed with the Work.
- 2. **STANDARD OF CARE:** Contractor shall perform, diligently prosecute and complete the Work in a good and workmanlike manner within the Contract Time, and in strict conformity with all Contract Documents.
- 3. **SITE EXAMINATION:** Contractor has examined the Site and certifies that it accepts all measurements, specifications and conditions affecting the Work to be performed at the Site. By submitting its quote, Contractor warrants that it has made all Site examination(s) that it deems necessary as to the condition of the Site, its accessibility for materials, workers and utilities, and Contractor's ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site.
- 4. **PERMITS AND LICENSES:** Contractor and all of its employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, all licenses and permits as are required by law, in connection with the furnishing of materials, supplies, or services herein listed.
- 5. **PROJECT INSPECTION CARD:** Contractor shall verify that forms DSA 152 Project Inspection Card (or current version) are issued for the Project prior to commencement of construction.
- 6. **NOTIFICATION:** Contractor shall notify the Architect and Project Inspector, in writing, of the commencement and completion of construction of each and every aspect of the work at least 48 hours in advance by submitting form DSA 156 (or the most current version) to the Project Inspector. Forms are available on the DSA's website at: http://www.dgs.ca.gov/dsa/Forms.aspx.
- 7. **EQUIPMENT AND LABOR:** Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in the Work specifications attached hereto.
- 8. **SUBSTITUTIONS:** No substitutions of material from those specified in the Work Specifications shall be made without the prior written approval of the District. Contractor shall be responsible for any re-design costs occasioned by District's acceptance and/or approval of any substitute, as well as any costs that the District incurs for professional services, including DSA fees. District may deduct those costs from any amounts owing to Contractor for the review of the request for substitution, even if the request for substitution is not approved. Contractor shall, in the event that a substitute is less costly than that specified, credit the District with one-hundred percent (100%) of the net difference between the substitute and the originally specified material.
- 9. INDEPENDENT CONTRACTOR STATUS: While engaged in carrying out the Services of this Contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District. Contractor shall be solely responsible for its own Worker's Compensation insurance, taxes, and other similar charges or obligations. Contractor shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.
- 10. **CONTRACTOR SUPERVISION:** Contractor shall provide competent supervision of personnel employed on the job Site, use of equipment, and quality of workmanship.
- 11. **WORKERS**: Contractor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without written consent from the District.
- 12. **SUBCONTRACTORS:** Subcontractors, if any, engaged by the Contractor for any Service or Work under this Contract shall be subject to the approval of the District. Contractor agrees to bind every subcontractor by the terms of the Contract as far as such terms are applicable to subcontractor's work, including, without limitation, all indemnification, insurance, bond, and warranty requirements. If Contractor shall subcontract any part of this Contract, Contractor shall be fully responsible to the District for acts and omissions of its subcontractor and of persons either

- directly or indirectly employed by itself. Nothing contained in the Contract Documents shall create any contractual relations between any subcontractor and the District.
- 13. **SAFETY AND SECURITY:** Contractor is responsible for maintaining safety in the performance of this Contract. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on campus.
- 14. **TRENCH SHORING:** If this Contract is in excess of \$25,000 and is for the excavation of any trench deeper than five (5) feet, Contractor must submit and obtain District acceptance, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.
- 15. **EXCAVATIONS OVER FOUR FEET**: If this Contract includes excavations over four (4) feet, Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any: (1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site differing from those indicated; or (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. The District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a change order under the procedures described in the Contract. In the event that a dispute arises between the District and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all Work to be performed under the contract. The Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.
- 16. LEAD-BASED PAINT: Pursuant to the Lead-Safe Schools Protection Act (Education Code Section 32240 et seq.) and other applicable law, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Project, and only trained and state-certified contractors, inspectors and workers shall undertake any action to abate existing risk factors for lead. Pursuant to the Renovation, Repair and Painting Rule (title 40 of the Code of Federal Regulations part 745 (40 CFR 745)), all contractors who disturb lead-based paint in a six-square-foot area or greater indoors or a 20-square-foot area outdoors must be trained by an EPA-accredited provider and certified by the EPA. Contractor must execute the Lead-Based Paint Certification, if applicable.
- 17. **CLEAN UP:** Debris shall be removed from the Premises. The Site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.
- 18. **PROTECTION OF WORK AND PROPERTY:** Contractor shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public, and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.
- 19. **FORCE MAJEURE:** The Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, product, plant, or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Contractor.

- 20. **CORRECTION OF ERRORS:** Contractor shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care required herein.
- 21. **ACCESS TO WORK:** District representatives, Architect, and Project Inspector shall at all time have access to the Work wherever it is in preparation or in progress. Contractor shall provide safe and proper facilities for such access.
- 22. **OCCUPANCY:** District reserves the right to occupy buildings at any time before formal Contract completion and such occupancy shall not constitute final acceptance or approval of any part of the Work covered by this Contract, nor shall such occupancy extend the date specified for completion of the Work.
- 23. PAYMENT: On a monthly basis, Contractor shall submit an application for payment based upon the estimated value for materials delivered or services performed under the Contract as of the date of submission ("Application for Payment"). Within thirty (30) days after District's approval of the Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%), unless a higher retention amount is required pursuant to Public Contract Code section 7201(b)(4), of the value of the Work performed (as verified by Architect and Inspector and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The District may withhold or deduct from any payment an amount necessary to protect the District from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the District in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop payment notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract price or by the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of the Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by District during the prosecution of the Work; (9) erroneous or false estimates by the Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages, as determined by the District, incurred by the District for which Contractor is liable under the Contract; and (11) any other sums which the District is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including section 1727 of the California Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to such sums. The District shall retain 10% from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107, 7200 and 7201.
- 24. CHANGE IN SCOPE OF WORK: Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District. Contractor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Contractor also agrees to provide the District with all information requested to substantiate the cost of the change order and to inform the District whether the Work will be done by the Contractor or a subcontractor. In addition to any other information requested, Contractor shall submit, prior to approval of the change order, its request for a time extension (if any), as well as all information necessary to substantiate its belief that such change will delay the completion of the Work. If Contractor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.
- 25. **INDEMNIFICATION:** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold harmless the District, their agents, representatives, officers, consultants, employees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising from personal or bodily injuries, death, property damage, or otherwise arising out of, connected with, or resulting from

- the performance of this Contract unless the claims are caused wholly by the sole or active negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the District.
- 26. **PAYMENT BOND AND PERFORMANCE BOND:** Contractor shall not commence the Work until it has provided to the District, in a form acceptable to the District, a Payment (Labor and Material) Bond and a Performance Bond, each in an amount equivalent to one hundred percent (100%) of the Contract Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District.
- 27. CONTRACTOR'S INSURANCE: Contractor has in force, and during the term of this Agreement shall maintain in force with the minimum indicated limits, the following insurance: Commercial General Liability insurance: \$1,000,000 for each occurrence and \$2,000,000 for general aggregate with Products and Completed Operations Coverage; Automobile Liability Any Auto: combined single limit of \$2,000,000; Excess Liability insurance: \$1,000,000; Workers Compensation: Statutory limits; and Employers' Liability: \$1,000,000. The Contractor shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to cancellation. Except for worker's compensation insurance, the District, the Architect, and the Project Manager shall be named as an additional insured on all policies. The Contractor's policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. The Contractor shall not allow any subcontractor, employee, or agent to commence work on this Contract or any subcontract until the insurance required of the Contractor, subcontractor, or agent has been obtained.
- 28. WARRANTY/QUALITY: Unless a longer warranty is called for elsewhere in the Contract Documents, the Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from filing the Notice of Completion with the county in which the Site is located. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.
- 29. **CONFIDENTIALITY:** The Contractor shall maintain the confidentiality of all information, documents, programs, procedures, and all other items that Contractor encounters while performing the Contractor's Services to the extent allowed by law. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes all student, parent, and disciplinary information.
- 30. **COMPLIANCE WITH LAWS:** Contractor shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.
- 31. **LABOR CODE REQUIREMENTS**: The Contractor shall comply with all applicable provisions of the California Labor Code, Division 3, Part 7, Chapter 1, Articles 1 5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars (\$1,000). Copies of the prevailing rate of per diem wages are on file with the District. In addition, the Contractor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the California Labor Code, beginning with Section 1720, and including Section 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts.
 - **Certified Payroll Records**: Contractor and its subcontractor(s) shall keep accurate certified payroll records of employees and, if the Project is subject to a District LCP or State Labor

Compliance, directly to the Labor Commissioner weekly and within ten (10) days of any request by the District or the Labor Commissioner in accordance with section 16461 of Title 8 of the California Code of Regulations.

- 32. **ANTI-DISCRIMINATION:** It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Consultant agrees to require like compliance by all of its subcontractor(s).
- 33. **ANTI-TRUST CLAIM**: Contractor and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the parties.
- 34. DISPUTES: In the event of a dispute between the parties as to performance of the Work, the interpretation of this Contract, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code section 20104, et seq., if applicable. Pending resolution of the dispute, Contractor agrees it will neither rescind the Contract nor stop the progress of the Work, but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute. All claims of over \$375,000, which are outside the scope of Public Contract Code section 20104, et seq., may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Contract. The demand for mediation of any claim of over \$375,000 shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice, and the demand shall not be made later than the time of Contractor submission of the request for final payment. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Design-Builder shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Contractor's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the claimant submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.
- 35. **ATTORNEY FEES/COSTS:** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
- 36. **TERMINATION:** If Contractor fails to perform the Services and Contractor's duties to the satisfaction of the District, or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract, or if Contractor violates any of the terms or provisions of this Contract, District shall have the right to terminate this Contract effective immediately upon the District giving written notice thereof to the Contractor. The Contractor and its performance bond surety, if any, shall be liable for all damages caused to the District by reason of the Contractor's failure to perform and complete the Contract. District shall also have the right in its sole discretion to terminate the Contract for its own convenience upon District giving three (3) days written notice thereof to the Contractor. In case of a termination for convenience, Contractor shall be paid for the actual cost for labor, materials, and services performed that is unpaid and can be documented through timesheets, invoices, receipts, or otherwise, and five percent (5%) of the total cost of Work performed as of the date of termination, or five percent (5%) of the value of the Work yet to be performed, whichever is less. This five percent (5%) shall be full compensation for all of Contractor's and its subcontractor(s)' mobilization and/or

- demobilization costs and any anticipated loss profits resulting from termination of the Contractor for convenience. Termination shall have no effect upon any of the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of termination.
- 37. **ASSIGNMENT OF CONTRACT:** Contractor shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Contract without the prior written consent of the District.
- 38. **TIME IS OF THE ESSENCE:** Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Contract.
- 39. **CALCULATION OF TIME:** For the purposes of this Contract, "days" refers to calendar days unless otherwise specified.
- 40. **GOVERNING LAW:** This Contract shall be governed by and construed in accordance with the laws of the State of California with venue of any action in a County in which the District administration office is located.
- 41. **BINDING CONTRACT:** This Contract shall be binding upon the parties hereto and upon their successors and assigns, and shall inure to the benefit of said parties and their successors and assigns.
- 42. **DISTRICT WAIVER:** District's waiver of any term, condition, covenant or waiver of a breach of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant or the waiver of a breach of any other term, condition or covenant.
- 43. **CAPTIONS AND INTERPRETATIONS:** Paragraph headings in this Contract are used solely for convenience, and shall be wholly disregarded in the construction of this Contract. No provision of this Contract shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Contract shall be construed as if jointly prepared by the parties.
- 44. **INVALID TERM:** If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.
- 45. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED:** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.
- 46. **ENTIRE CONTRACT:** This Contract sets forth the entire Contract between the parties hereto and fully supersedes any and all prior agreements, understanding, written or oral, between the parties hereto pertaining to the subject matter thereof. This Contract may be modified only by a writing upon mutual consent.

NONCOLLUSION DECLARATION Public Contract Code Section 7106

TO BE EXECUTED BY CONTRACTOR AND SUBMITTED WITH CONTRACT

| The undersigned declare | ?S: | |
|---|---|---|
| I am the the party making the for | | (Bidder Name) |
| company, association, of sham. The bidder has refined a false or sham bid connived, or agreed with bidding. The bidder has communication, or confibidder, or to fix any own other bidder. All statement indirectly, submitted his or divulged information association, organization | organization, or conot directly or indicted. The bidder had any bidder or any maniference with anyor verhead, profit, or nents contained in or her bid price of data relative the container, or bid depository, or the container, or the container the container, or the container container. | on behalf of, any undisclosed person, partnership rporation. The bid is genuine and not collusive of rectly induced or solicited any other bidder to put is not directly or indirectly colluded, conspired yone else to put in a sham bid, or to refrain from the process of the bid price of the bidder or any other cost element of the bid price, or of that of any the bid are true. The bidder has not, directly or any breakdown thereof, or the contents thereof the process of the process of the contents thereof the process of the process of the contents thereof the process of the contents thereof the process of the process of the contents thereof the process of the process of the contents thereof the process of |
| partnership, joint ventu | ure, limited liabilit resents that he or | on behalf of a bidder that is a corporation y company, limited liability partnership, or any she has full power to execute, and does execute |
| foregoing is true and cor | | ne laws of the State of California that the declaration is executed on this day of (City, State). |
| Proper Name of Bidder: | | |
| Signature: | | |
| Print Name: | | |
| Title· | | |

PREVAILING WAGE CERTIFICATION

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project, including, without limitation, the labor compliance program or the State labor compliance monitoring and enforcement by the Compliance Monitoring Unit of the Department of Industrial Relations, if this Project is subject to a labor compliance.

| Date: | |
|----------------------------|--|
| Proper Name of Contractor: | |
| Signature: | |
| Print Name: | |
| Title: | |

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

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

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

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

| Date: | |
|----------------------------|--|
| Proper Name of Contractor: | |
| Signature: | |
| Print Name: | |
| Title: | |

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

ASBESTOS & OTHER HAZARDOUS MATERIALS CERTIFICATION

Contractor hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations "New Material Hazardous", shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District.

Contractor further certifies that it has instructed its employees with respect to the abovementioned standards, hazards, risks, and liabilities.

Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material.

Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.

All Work or materials found to be New Hazardous Material or Work or material installed with "New Hazardous Material" containing equipment will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.

Contractor has read and understood the document Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

| Date: | |
|---------------------|--|
| Name of Contractor: | |
| Signature: | |
| Print Name: | |
| Title: | |

LEAD-PRODUCT(S) CERTIFICATION

California Occupational Safety and Health Administration (CalOSHA), Environmental Protection Agency (EPA), California Department of Health Services (DHS), California Department of Education (CDE), and the Consumer Product Safety Commission (CPSC) regulate lead-containing paint and lead products.

Because the Contractor and its employees will be providing services for the District, and because the Contractor's work may disturb lead-containing building materials, **CONTRACTOR IS HEREBY NOTIFIED** of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1993 are presumed to contain some lead-based paint until sampling proves otherwise.

The CDE mandates that school districts utilize DHS lead-certified personnel when a lead-based hazard is identified. Examples of lead-certified personnel include: project designers, inspectors, and abatement workers. Furthermore, since it is assumed by the district that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (Including Title 8, California Code of Regulations, Section 1532.1). Any and all Work which may result in the disturbance of lead-containing building materials must be coordinated through the District.

The California Education Code also prohibits the use or import of lead-containing paint, lead plumbing and solders, or other potential sources of lead contamination in the construction of any new school facility or in the modernization or renovation of any existing school facility. The Contractor shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Contractor.

All contractors who disturb lead-based paint in a six-square-foot area or greater indoors or a 20-square-foot area outdoors shall comply with the Renovation, Repair and Painting Rule, shall receive training from a U.S. EPA-accredited training provider, and shall be certified by the U.S. EPA. Contractor, its workers and subcontractors must fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials, including those rules and regulations appearing within title 40 of the Code of Federal Regulations as part 745 (40 CFR 745).

If failure to comply with these laws, rules, and regulations results in a site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom. If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses and training shall conduct this Work.

It shall be the responsibility of the Contractor to properly dispose of any and all waste products, including but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of the Contractor to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of

Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

THE UNDERSIGNED HEREBY ACKNOWLEDGES, UNDER PENALTY OF PERJURY, THAT HE OR SHE HAS RECEIVED NOTIFICATION OF POTENTIAL LEAD-BASED MATERIALS ON THE OWNER'S PROPERTY, AS WELL AS THE EXISTENCE OF APPLICABLE LAWS, RULES AND REGULATIONS GOVERNING WORK WITH, AND DISPOSAL OF, SUCH MATERIALS WITH WHICH IT MUST COMPLY. THE UNDERSIGNED ALSO WARRANTS THAT HE OR SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF AND BIND THE CONTRACTOR.

| Date: | |
|---------------------|--|
| Name of Contractor: | |
| Signature: | |
| Print Name: | |
| Title: | |



Request for Proposal

Date: July 11, 2018

Re: Solano Community College District

Performing Arts Building

4000 Suisun Valley Road, Fairfield, CA 94534

Building 1200 Signage Project RFP

Package includes the following items

1. Building 1200 Signage Project RFP

- 2. B1200 Performing Arts RFP Exhibit A
- 3. Excerpt from Solano Community College Signage Standards
- 4. Sample Agreement

The Solano Community College District ("District") is soliciting proposals for the Building 1200 Signage Project, in Fairfield, California. We would like to have your participation and look forward to receiving your proposal.

Non-mandatory site visits can be scheduled through Kitchell, please contact Noe Ramos: noe.ramos@solano.edu or (408) 334-7382.

Please email your proposals and questions to Noe Ramos: noe.ramos@solano.edu. All questions must be received on or before 5:00 PM July 23, 2018. All pricing proposals must be received on or before, July 31, 2018 at 2:00 PM.

The following items need to be considered when submitting your proposal (the successful bidder of this project is hereafter referred to as the "Contractor")

A. Proposal and Contract:

- Contractor shall sign a standard construction services agreement with the District. The sample agreement is attached.
- Contractor shall submit proof of insurance, Contractor will not be permitted to begin work until District has approved insurance.
- Mandatory requirements include compliance to the California Labor Code with regards to Solano County Prevailing Wage Requirements and the District's Insurance Requirements.

EXHIBIT A

• SB 854 DIR Contractor Registration program was signed into law on June 20, 2014. All contractors and subcontractors who wish to bid or perform work on public works projects value from \$1,000.00 and above are required to register with the Department of Industrial Relations (DIR) pursuant to Labor Code 1725.5. A "Bidder" who is not a DIR Registered Contractor, when submitting a proposal (or quote) will be deemed "not qualified" and bid (quote) will be rejected as "non-responsive."

B. Project Description

The District is seeking proposals for the design and installation of additional interior and exterior building signs for the Performing Arts Building, located at 4000 Suisun Valley Road, Fairfield CA 94534.

C. Scope of Work:

The project consists of the following;

 Design and installation of vinyl decal signs for four (4) glass entrance doors to the Performing Arts building. See attached Exhibit A for locations and exact language for each entrance. Final placement for installation to be coordinated with District.

Letter Height: 2" Tall
 Color: 3M Vinyl (White)
 Font: Avenir LT Std Book

- Design and installation of one (1) Secondary Directional Sign per Solano Community College District Standards. See attached condensed design standards, page 2.06. See attached Exhibit A for location and exact language. Final placement for installation to be coordinated with District.
- Design and installation of two (2) informational signs at locations shown on Exhibit A. Use the attached condensed design standards, page 4.07 as a basis-of-design for the signs. Signs will be 17"x11", font will need to be sized proportionately to fill dimensions of sign.
- Design and installation of 9" tall Aluminum Letters at two exterior locations of the Performing Arts Building. See attached Exhibit A for elevations of proposed locations. Building signage to read, "1200 PERFORMING ARTS".
 - o Letter Height: 9"
 - o Font: Avenir Book. Tracking set to 50.
 - Material: 3/8" Horizontally Brushed Aluminum Fabricated Dimensional Letters.
 Pin Mounted to Wall. Clear Coat all Exposed Surfaces.
 - The bottom of "1200" to be 10 feet above finish floor, refer to Exhibit A. Final placement to be coordinated with District.
- Design and installation of 12" tall Aluminum Letters on the north side of the Performing Arts Building, facing parking lot. See attached Exhibit A for elevation of proposed location. Building signage to read, "1200 PERFORMING ARTS".

o Letter Height: 12"

o Font: Avenir Book. Tracking set to 50.

EXHIBIT A

- Material: 3/8" Horizontally Brushed Aluminum Fabricated Dimensional Letters.
 Pin Mounted to Wall. Clear Coat all Exposed Surfaces.
- o Final placement to be coordinated with District. Letters will be in approximate location shown in Exhibit A.
- Design proof will be submitted by contractor for approval prior to fabrication of signs.
 Submittal to include graphic layouts, complete dimensions, materials, locations of all exposed fasteners, colors, and finishes.
- Contractor shall inspect site to confirm installation conditions, then submit shop drawings and/ or written documentation for approval indicating proposed installation and hardware.
- Signs to be installed plumb and level.
- Contractor to confirm proposed location and height with District prior to installation.
- Protect sign from damage until acceptance by owner. At completion of installation, clean all sign surfaces.
- Provide owner with written instructions for proper cleaning of the signs. Note any solvents that should not be used.

D. Schedule:

It is anticipated that this contract will go to the Board of Trustees for award at the August 15, 2018 meeting.

- Non-Mandatory site visits can be scheduled through Kitchell, contact information above.
- Last date to submit questions: By 5:00pm, July 23, 2018
- Issue responses to questions: By 5:00pm, July 25, 2018
- Proposals Due: By 2:00pm, July 31, 2018
- Contract to Board for Approval: August 15, 2018
- Start of Work/Project Kick-Off Meeting: August 27, 2018
- Submittal of 1st Proof for Review: September 8, 2018
- Completed and installed by: October 31, 2018

E. Construction Project Procedures:

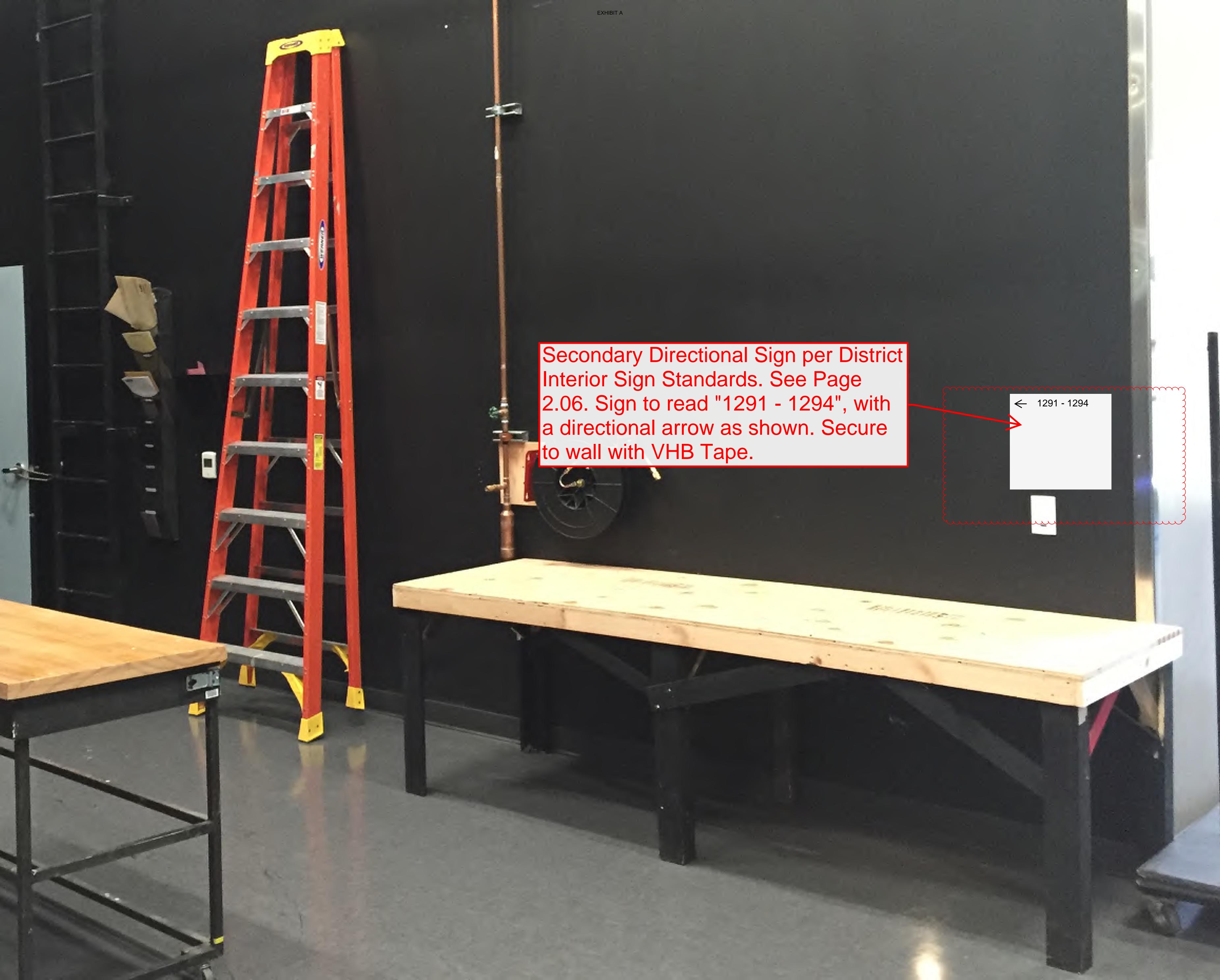
All correspondence shall be through the Project/ Construction Manager. Direction to proceed on items, only through the Project/ Construction Manager.



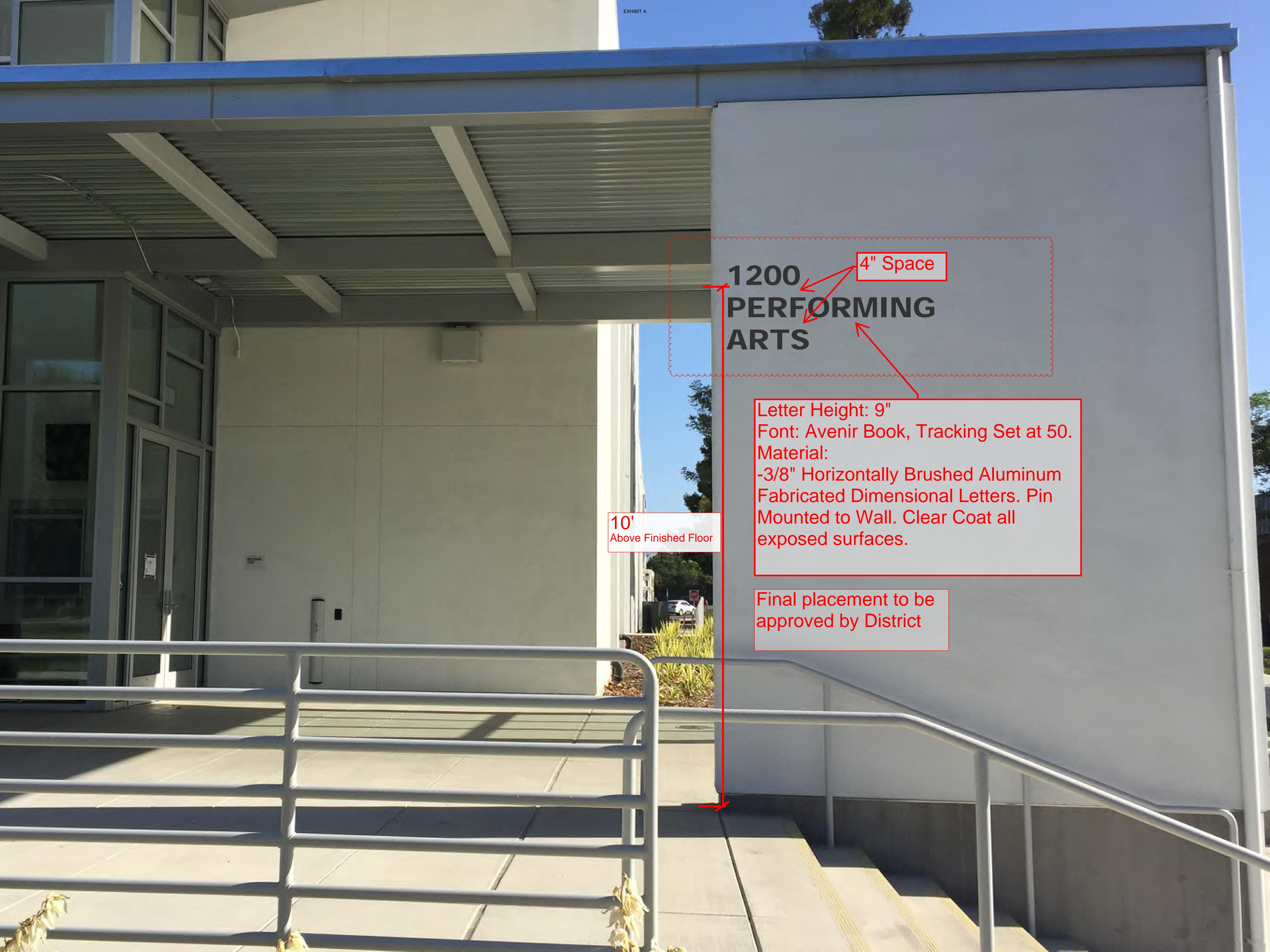






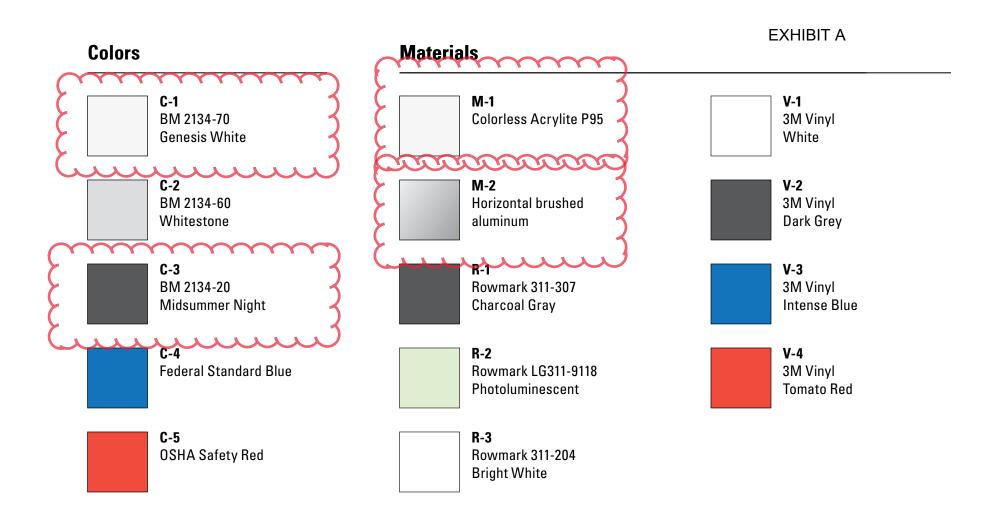












Typefaces

ABCDEFGHIJKLMNOPQRSTUVWXYZ abcdefghijlkmnopqrstuvwxyz.1234567890

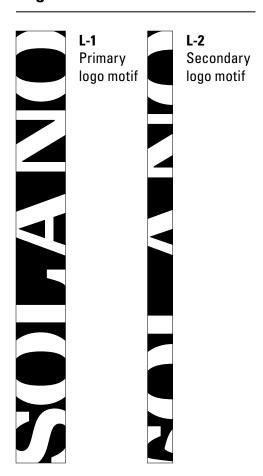
ABCDEFGHIJKLMNOPQRSTUVWXYZ abcdefghijlkmnopqrstuvwxyz.1234567890

Avenir Next Demi Bold

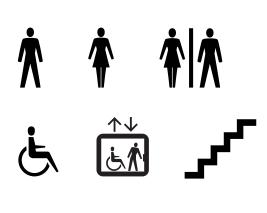
Avenir Next Bold

ABCDEFGHIJKLMNOPQRSTUVWXYZ abcdefghijlkmnopqrstuvwxyz.1234567890

Logo Motif









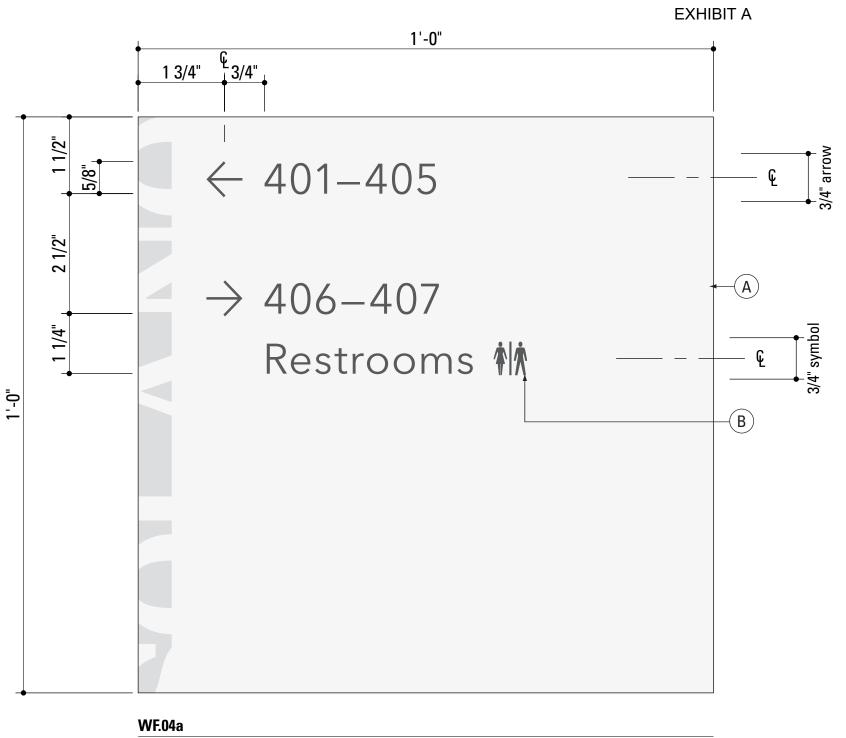






Graphic Elements

1.06



Scale: Half Size



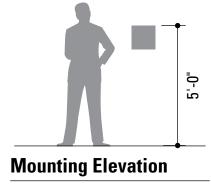
WF.04

Secondary Directional

The Secondary Directional is used in secondary corridors and at intersections and decision points not warranting a large Primary Directional. This sign may be used to provide helpful directional information once someone is well within the building and needs only a little bit more direction to reach their destination.

- A. 1/4" thick M-1. Digitally print L-2 on second surface to match C-2. Backpaint to match C-1.
- B. Screenprinted graphics on first surface to match C-3.

Secure to wall with VHB tape.



Scale: 1/4" = 1'-0"

2.06

Interior Signage Standards
March 16, 2016



Scale: Half size

Maximum Occupancy 125 PROP IN
You must be present when called or you will be removed from the list.

FINANCIAL AID DROP BOX

Financial aid packets only.

CD.07a: Additional Layouts

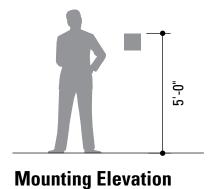
Scale: 1 1/2" = 1'-0"



CD.07b: Half-inch Copy

Scale: 1 1/2" = 1'-0"

Informational Plaque design to be used as the basis-of-design for the Directional Seating Signs over doorways leading to seating areas.



Scale: 1/4" = 1'-0"

If multiple are to be mounted together, separate with 1/2" gap.



CD.07

Informational Plaque

The Informational Plaque provides additional information such as notices and warnings.

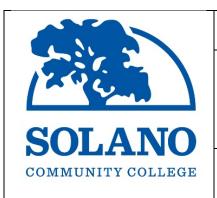
- A. 1/4" thick M-1 backpainted to match C-1.
- B. Screenprinted text graphics on first surface to match C-3.

Secure to wall with VHB tape.

4.07

Interior Signage Standards
March 16, 2016

ADDENDUM TO RFP DOCUMENTS



ADDENDUM #01

Project: Solano Community College District Performing Arts Building Building 1200 Signage Project RFP

Date: July 24, 2018

Addendum # 01 – The following clarifications are provided based on questions received or changes in District requirements and must be added/considered when completing your submittal: Acknowledgement of receipt of this <u>ADDENDUM</u> is required in the proposal's cover letter of introduction. Please clearly note the addendum date and number.

ITEMS:

ITEM NO. 1 – Building 1200 Performing Arts RFP – Exhibit A

Modification to page (9) of Exhibit A to match Scope of Work write-up:

See attached modified page (9) of Exhibit A.

ITEM NO. 2 – RFP Questions and Responses

No Questions Submitted.

