AGENDA ITEM	
MEETING DATE	September 16, 2020

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO:	Members of the	Governing Board
SUBJECT:	EQUIPMENT A SERVICES, INC	WARD TO CLAWSON AUTOMOTIVE AND SERVICE, INC. FOR INSTALLATION C. AND SNAP-ON INDUSTRIAL FOR FOR THE AUTO-TECH TOOL ROOM
REQUESTED ACTION:		
☐Information OR ⊠Consent OR	⊠Approval ☐Non-Consen	t
Service, Inc. to install owner-Room Project. The scope of v	furnished equipme work includes appro n to improve secu	contract to Clawson Automotive Equipment and ent from Snap-On Industrial for the Auto-Tech Tool oved engineered shop drawings, various storage and arity, inventory, organization and efficiency for the
CONTINUED ON THE NEXT	[¬] PAGE	
THE STATE OF THE S	ACT.	
Help our students achi Basic skills education Workforce developme Transfer-level educatio Other: Renovate instr	eve their education nt and training on	al, professional and personal goals update equipment
Ed. Code: Board Polic	cy: 3225;3520	Est. Fiscal Impact: \$81,193.50 Foundation Donation
SUPERINTENDENT'S RECOM	MENDATION:	
Lucky Lofton		
Executive Bonds Manager		
PRESENTER'S N 4000 Suisun Valley Fairfield, CA 94	Road	
ADDRESS		Celia Esposito-Noy, Ed.D.
(707) 0(2 705	5	Superintendent-President
(707) 863-785. TELEPHONE NU		
Robert V. Diamo		
VP, Finance & Admin		September 16, 2020
VICE PRESIDENT AP	PPROVAL	DATE APPROVED BY SUPERINTENDENT-PRESIDENT
September 4, 20		
DATE SUBMITTE	D TO	

SUPERINTENDENT-PRESIDENT

AGENDA ITEM	
MEETING DATE	September 16, 2020

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: CONTRACT AWARD TO CLAWSON AUTOMOTIVE

EQUIPMENT AND SERVICE, INC. FOR INSTALLATION SERVICES, INC. AND SNAP-ON INDUSTRIAL FOR

EQUIPMENT FOR THE AUTO-TECH TOOL ROOM

PROJECT

SUMMARY:

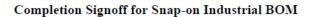
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Equipment proposal was solicited from a piggy-back CMAS Contract Pricing Contract #4-01-51-001D and installation will be performed by a certified, pre-approved UPCCAA Contractor.

The Board is asked to approve a contract to Clawson Automotive Equipment and Service, Inc. in the amount of \$15,300.00 for installation services; and Snap-On Industrial in the amount of \$65,893.50 for the purchase of owner-furnished storage and shelving units.

This project is being fully funded using a generous donation made by the Syar Foundation, which was founded in 1998 by C.M "Tony" Syar and his wife B.M. "Boots" Syar as a not-for-profit corporation to support the communities where Syar Industries, Inc. operated and grew into the company it is today. Since 2006, the Syar Foundation has made over \$4.5 million in grants, including a grant to support the the District's Automotive Technology Program after the completion of the new Auto Technology facility in Vallejo.

The list of owner-furnished equipment and General Provisions for installation is available at: http://www.solano.edu/measureg/planning.php.





Snap-on Incorporated 2801 80th Street Kenosha WI 53143 Phone: 877-437-3553

Fax: 262-656-6195

Quote No: BAB#035027R9.0 Proposal Date: 5/28/2020 Proposed by: Tony Shasha Phone: (562) 335-9289

Email: anthony.n.shasha@snapon.com

Products

Product	Quantity	Description
KRBC2TC	4.00	2 Tray Cart. Depth, inches (mm) 17 (428) Width, inches (mm) 30 (756) Casters 4" x 1-1/8" (2 standard, 2 locking) Height, inches (mm) 41 (1,041) Net Weight, lb (kg) 38 (17.2) Load Capacity, lb (kg) 300 (136) Load per Tray, lb (kg) 150 (68) Tray Dim., inches (mm) 30 W x 17 D x 3 H (756 W x 428 D x 75 H)
K4006L1	3.00	CENTRIQ Extra Wide 3x3 6" Drawer Divider Kit. Colors: Black (PB) Red (PBN), Royal Blue (PCN), Arctic Silver (ZBB)
K4004L2	4.00	CENTRIQ Extra Wide 4x5 4" Drawer Divider Kit 20 Compartments. Colors: Black (PB) Red (PBN), Royal Blue (PCN), Arctic Silver (ZBB)
K4008L1	1.00	CENTRIQ Extra Wide 3x3 8" Drawer Divider Kit. Colors: Black (PB) Red (PBN), Royal Blue (PCN), Arctic Silver (ZBB)
WSBBRACE	3.00	18" Brace for WSB Leg (Flat Black Only)
WSBCMT30096X	1.00	Qty 1-9, Hardwood Top 0-30" Deep x 84.001-96" Wide
WSBEBO120X430	1.00	Qty. 1-5, #430 Stainless Steel Bolt-On Splash. 87.1-120" 2 Outlets
KRL711A	1.00	End Cab, 7 Drawers, Square Inches (cm²) 2,237 19.75"W x 24"D x 32.905"H Colors: Red, Gloss Black, Royal Blue, Midnight Blue, Arctic Silver
WPSDCB3-4818	1.00	Deluxe 48x18x87 Starter Closed 3 Shelf - Includes Hardware
WPSDCB3-3618A	8.00	Deluxe 36x18x87 Adder Closed 3 Shelf - Includes Hardware
WPSDA4818	6.00	48Wx18D 22 Gage Shelf
WPSDA3618	39.00	36Wx18D 22 Gage Shelf
NIDDA163618X	12.00	(Qty. 1 - 25)16"H NID Drawer Adapter Bracket for 36"W x 18"D Shelving.
NIDDA164818Y	6.00	(Qty. 26-Up) 16"H NID Drawer Adapter Bracket for 48"W x 18"D Shelving.
NIDD3618-04X	12.00	(QTY. 1-25) 4"H NID Drawer - 3 1/8" Usable Height STD. Used in Parts Shelving Unit 36"W x 18"D. 4 Standard Colors. Note: Need to use with NIDDAU183618WP or NIDDAU243618WP
NIDD4818-04X	6.00	(QTY, 1-25) 4"H NID Drawer - 3 1/8" Usable Height STD. Used in Parts Shelving Unit 48"W x 18"D. 4 Standard Colors. Note: Need to use with NIDDAU184818WP or NIDDAU244818WP
ALG19-23PCM	3.00	Modified KRL711APCM To Have 2 ea. 12" Drawers. Color: Royal Blue (PCM)
711J9000PV	4.00	Skid Platform for KRL711 and KRL715, 24" deep cabinet ONLY
WPSNT217-DEL-50420	1.00	Engineering Calculations.

		Weight Capacity, lb (kg) 350 (159)
		Available in PBO, PC & PCM Only
WSBCMT30144X	1.00	Qty 1-9, Hardwood Top 0-30" Deep x 132.001-144" Wide
BABARECSD72	2.00	Block Style Riser for over head bulk cabinet w/ 2 Electric Quads Built In and stainless slots and dots stainless. 72"L X 18"D X 18"H. Includes Mounting Hardware & Hardware Cover Caps Any 4 Standard Color.
KRS4816A	3.00	48" Wall Mounted Overhead Storage Colors: Red, Gloss Black, Royal Blue, Midnight Blue, Arctic Silver
WPSDCB3-3618	2.00	Deluxe 36x18x87 Starter Closed 3 Shelf - Includes Hardware
WPSDCB3-4818A	1.00	Deluxe 48x18x87 Adder Closed 3 Shelf - Includes Hardware
WPSDCB3-3612	1.00	Deluxe 36x12x87 Starter Closed 3 Shelf - Includes Hardware
WPSDCB3-3612A	1.00	Deluxe 36x12x87 Adder Closed 3 Shelf - Includes Hardware
WPSDA3612	8.00	36Wx12D 22 Gage Shelf
KAPS4	3.00	Quad Plug Electric Outlet - 15 ft 14/3 Right Angle Plug Cord, 12 Amp, 60Hz - NOTE: North America USE ONLY! (P/N 5000-1133)
WPSDCB3-3618-39	3.00	Deluxe 36Wx18Dx39H Starter Closed 3 Shelves - Includes Hardware
WPSR8424SS	2.00	RiveTier Starter Steel Shelves,84"Wx24"Dx87"H w/ 3 Shelves.
WPSR8424S	4.00	RiveTier Steel Shelf Level 84"W x 24"D w/ Hardware.
MS2K	3.00	Master Key For MS200 Series Locks
MS200-SERIES KEY ALIKE	12.00	Master Lock Series Key and Plug Assembly. Numbers are MS200KP Through MS299KP. The Master Key Part Number For This Series is MK2.
PN2-86308	1.00	PCM Touch up paint .5 oz Bottle Royal Blue
WSBOUTLET-ADDER	1.00	Adder 1 Outlet to a top
BABA892200	1.00	Flamable Cabinet 65"H x 23.25"W x 18"D, 22 Gallon. Color: Safety Yellow
ALG18-55PCM	3.00	Modified KRS756DPCM All 4" Drawers.
KSPE081AA	2.00	CCENTRIQ Standard Plus Wide Eye Level Cabinet (29"D x 35.634"W x 60 3/4"T) w/ 8 Drawers (2 ea. 4", 5 ea. 6", 1 ea. 8", Lock and Pallet Base. Colors: Black (PB), Red (PBN), Royal Blue (PCN), Arctic Silver (ZBB) (Only).
KSEE101AA	1.00	CENTRIQ Extra Wide Eye Level Cabinet, 45"W x 29"D x 60-3/4"H, With 10 Drawers (2 ea. 2", 4 ea. 4", 3 ea. 6", 1 ea 8". Forklift Base. Colors: Black (PB), Red (PBN), Royal Blue (PCN), Arctic Silver (ZBB).
WSBCMT30108X	2.00	Qty 1-9, Hardwood Top 0-30" Deep x 96.001-108" Wide
WSBCMT30132X	1.00	Qty 1-9, Hardwood Top 0-30" Deep x 120.001-132" Wide
KRS32END	2.00	10" Filler Panel, Used with 700, 7000 Series Tool Boxes and Bulk Storage Colors: Red, Black, Royal Blue, Midnight Blue & Arctic Silver.
KSSKRT24SET	2.00	2 Side Skirts For KRS2496A, 2418A, 722C, 756C, 4804A, 4815B, 1815B, 7215C, 2413B & 2415B
3060S620	1.00	CENTRIQ Side Skirt For Forklift Skid Base. Order Color Of Cabinet: PBN Red, PB Black, PCN Royal Blue & ZBB Arctic Silver.
KAPS4-SIDE	1.00	Quad Plug Electric Outlet - 15 ft Plug Cord (cord exits the side of the unit),12 Amp, 60Hz - NOTE: North America USE ONLY! P/N 5000-1102
K3104L3	4.00	CENTRIQ Standard Plus 4"D Drawer Divider Kit 25 Compartments. Color: Arctic Silver, Red, Black, Royal Blue
WSBLEGADJX	3.00	Qty. 1 - 5 - Adjustable Bench Leg, (Top depths 28"-36") x 28.762" - 42.762"H (Painted) Colors: Red, Black, Royal Blue and Midnight Blue (Only) Special Colors WSBLEGADJXSC
K3106L2	10.00	CENTRIQ Standard Plus 3X3 6" Drawer Width Divider Kit 9 Compartments. Color: Arctic Silver, Black, Red, Royal Blue.
K3108L2	2.00	CENTRIQ Standard Plus3X3 8" Drawer Divider Kit 9 Compartments. Color: Arctic Silver, Red, Gloss Black, Royal Blue
K4002L2	2.00	CENTRIQ Extra Wide 4x5 2" Drawer Divider Kit 20 Compartments. Colors: Black (PB) Red (PBN), Royal Blue (PCN), Arctic Silver (ZBB)

Solano Community College District General Provisions for Work and Services For Purchase Order #_____

This Agreement for Installation and Assembly of Various Storage and Shelving Units (Snap-On Project #18-5069, dated 10/14/2019, drawing numbers BAB-1 and BAB-2) for the Vallejo Automotive Technology Building is made by and between Clawson Automotive Equipment and Service, Inc. (Contractor) at P.O. Box 40097, Bakersfield, CA 93384 and the Solano Community College District (District) as of September 17, 2020.

- 1. **TERM:** This Agreement is effective **September 17, 2020** and will continue until **December 31, 2020.** The agreement may be extended if agreed to in writing by both parties. Either party may cancel this agreement with thirty (30) days written notice to the other party.
- 2. SCOPE OF WORK: Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to the District services as described in the Purchase Order and/or Contractor's bid proposal and made a part of this Agreement. Contractor agrees to keep the District regularly informed of the progress of work performed under this Agreement. The District has the right to approve personnel assigned to perform these services.
- 3. <u>COMPENSATION</u>: The District will pay Contractor as specified in the Purchase Order. No increase in amount or scope of services is authorized without formal written amendment to this Agreement.
- 4. <u>TERMINATION</u>: This Agreement may be terminated by the District, at its sole discretion, upon ten (10)-day advance notice thereof to the Contractor or canceled immediately by written mutual consent. In the event of termination, Contractor shall be entitled to compensation for services performed to the effective date of termination.
- 5. <u>CONFLICTS OF INTEREST</u>: To avoid any potential conflict of interest problems, Contractor represents that it does not employ or retain the services of any spouse or family member of any District employees, nor has it furnished any financial compensation for the pursuit of business with the District.
- 6. <u>INDEPENDENT CONTRACTOR STATUS</u>: This Agreement is by and between the District and an independent contractor and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. As an independent contractor, Contractor will be solely responsible for determining the means and methods for performing the services described herein. Contractor will assign the Contractors it proposes to use.

Contractor shall be responsible for deducting all federal, state and local income taxes, FICA and other charges, if any, to be deducted from the compensation of Contractor's employees. Nothing in this Agreement shall be interpreted as creating or establishing a relationship of employer and employee between the District and Contractor or any employee or agent of Contractor. Each and every person providing services to the District under this Agreement shall, at all times, remain an employee of Contractor. Contractor's employees shall not, at any time, or in any way, be entitled to sick leave, vacations, retirement, or other fringe benefits from the District, nor shall they be entitled to overtime pay from the District. Contractor is solely responsible for paying all necessary State or Federal tax for itself and its employees. The District will make no State or Federal unemployment insurance or disability insurance contributions on behalf of the Contractor and/or its employees. Neither Contractor nor its employees shall be included in the classified or faculty service, have any property rights to any position, or have any of the rights an employee of the District may otherwise have in the event of termination of this Agreement.

The District further understands and agrees that Contractor is engaged in an independent business and the District shall have no right to direct or control in any way or to any degree the manner of Contractor's performance hereunder. Contractor understands that it is not authorized and shall not

- make any agreement, contract or representation on behalf of the District or create any obligation, express or implied, on the part of the District.
- 7. <u>NON-ASSIGNABILITY</u>: This Agreement is not assignable by the parties hereto without the express advance written consent of the other party. If assigned, this contract shall inure to the benefit of, and be binding upon, the heirs, legal representatives, successors and assigns of each party hereto.
- 8. HOLD HARMLESS AND INDEMNIFICATION: The Contractor shall defend, save harmless and indemnify the District and its officers, agents and employees from all liabilities and claims for damages for death, sickness or injury to persons or property, including without limitation, all consequential damages, from any cause whatsoever arising from or connected with the operations or the services of the Contractor hereunder, resulting from the conduct, negligent or otherwise, of the Contractor, its agents or employees. The District shall defend, save harmless and indemnify the Contractor and its officers, agents and employees from all liabilities and claims for damages for death, sickness or injury to persons or property, including without limitation all consequential damages, from any cause whatsoever arising from or connected with the operations or the services of District hereunder, resulting from the conduct, negligent or otherwise, of District, its agents, servants, employees or subcontractors hereunder.
- 9. **FORCE MAJEURE**: Neither party to this Agreement will be liable to the other for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control including without limitation, Acts of God, accident, labor disruption, acts, omissions and defaults of third parties, and official, governmental and judicial action not the fault of the party failing or delaying in performance.
- 10. **COMPLIANCE WITH APPLICABLE LAWS**: Contractor and any subcontractors shall comply with all laws applicable to the performance of the work hereunder. Contractor represents and warrants to District that Contractor and its employees, agents, and any subcontractors shall, at their sole costs and expense, have all licenses, permits, qualifications, and approvals of whatsoever nature that is legally required to practice their respective professions and keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective business or profession.
- 11. **DAVIS-BACON ACT**: Contractor and any subcontractors working on the site of public works projects in excess of \$1,000 shall comply with the Davis-Bacon Act which establishes that paid wages are in accordance with the Prevailing Wage Rates as determined by the Department of Industrial Relations (DIR). In addition, submission of the Certified Payroll Records shall be in compliance with Senate Bill 854.
- 12. PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATE: Pursuant to California Senate Bill 854, the qualified Contractor shall be registered with the California's Department of Industrial Relations (DIR) and its subcontractors who intend to bid or perform work on any public works project, as defined under Labor Code §1720, 1771, 1774-1776, 1777.5, 1813 and 1815. The qualified Contractor shall sign and deliver to the District the form of Public Works Contractor Registration Certification included with the Agreement Documents.
- 13. <u>LICENSES & ASSURANCES</u>: Contractor assures that Contractor possesses the required licenses or expertise to perform all the services which it has agreed to perform pursuant to this Agreement. Contractor shall maintain appropriate or required licensure in full force and effect during the term of this Agreement.
- 14. <u>NON-DISCRIMINATION</u>: Contractor agrees that it will not unlawfully discriminate on the basis of race, color, religion, gender, national origin, age or medical condition, sexual orientation or marital status or any other characteristic protected by law in the delivery of programs or services set forth herein.

- 15. <u>WARRANTY</u>: Contractor shall diligently and carefully perform all work required hereunder in a good and workmanlike manner according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession, and shall furnish all labor, supervision, materials, equipment and supplies necessary therefore.
- 16. <u>INSURANCE</u>: Contractor shall at all times during the term of this Agreement, or any extension thereof, maintain comprehensive general liability insurance with combined single limit coverage of not less than One Million Dollars (\$1,000,000) per occurrence and in the aggregate for all claims made during any one policy year. Such insurance will be maintained with an insurance company or companies authorized to do insurance business in the State of California, or by a system of self-insurance. Contractor shall, upon request of the District, provide Certificate of Insurance proof that the services provided are covered under its policy and that the District is named or fully covered as an additional insured.
- 17. **DEBARMENT, SUSPENSION, AND OTHER REPRESENTATION**: Contractor certifies as required by Executive Order 12549, that Contractor and its principles are not presently debarred, suspended, proposed for debarment, declared intelligible, or voluntarily excluded from covered transactions by any federal department or agency, are not presently indicted, criminally or civilly charged by a governmental entity, and have not, within a three (3) year period preceding this Agreement, been convicted or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining or performing a public transaction or contract, or had one or more public transactions terminated for cause or default, nor have any appropriated funds been paid by or on behalf of the Contractor to any person for influencing or attempting to influence any employee or officer of the federal government or in connection with making of any federal grant or cooperative agreement.
- 18. WORKER'S COMPENSATION INSURANCE: Pursuant to California Labor Code §3700 Contractor agrees to comply fully with all provisions of all applicable workers' compensation insurance laws, and shall procure and maintain in full force and effect worker's compensation insurance covering its partners, employees and agents while said persons are performing services pursuant to this Agreement. In the event that an employee of Contractor performing this Agreement files a worker's compensation claim against the District, Contractor agrees to defend and hold the District harmless from such claim.
- 19. ENTIRE AGREEMENT; NO WAIVER: This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties, and there are no warranties, representations or other agreements between the parties in connection with the subject matter hereof, except as specifically set forth herein. Except as otherwise provided by this Agreement, no supplement, modification, waiver or termination of this Agreement shall be binding unless executed in writing by the parties to be bound thereby. A waiver of any breach or any of the covenants, terms or provisions of this Agreement shall not be construed as a waiver of any subsequent breach of the same or any other covenant, term or provision. When there is a conflict between the Contractor's bid proposal Terms and Conditions and the District's, the District's shall supersede.
- 20. OWNERSHIP OF WORKS FOR HIRE: All matters produced under this Agreement shall be works for hire and shall become the sole property of the District. Said works cannot be used for any other client or purposes without the District's expressed written permission. District shall have all right, title and interest in said matters, including the right to obtain and maintain the copyright, trademark, and/or patent of said matters in the name of the District.
- 21. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

- 22. <u>VENUE</u>: In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Solano or in the United States District Court for the Northern District of California.
- 23. **NO THIRD PARTY BENEFICIARIES**: Nothing in this Agreement shall be construed to create any duty, standard of care, or liability to anyone other than the Parties to this Agreement. No one is an intended third-party beneficiary of this Agreement.
- 24. <u>ATTORNEYS FEES</u>: If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 25. <u>HEADINGS OR CAPTIONS</u>: Headings or captions used herein as headings of the various paragraphs and subparagraphs hereof are for convenience only, and the parties agree that such captions are not to be construed as a part of the Agreement or to be used in determining or construing the intent or context of this Agreement.
- 26. **EXECUTION IN COUNTERPARTS**: This Agreement may be executed in any number of counterpart copies, all of which shall constitute one and the same Agreement and each of which shall constitute an original.
- 27. **SEVERABILITY:** If any of the provisions or portions thereof of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions or portions thereof shall not be affected thereby.