

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM**

TO: **Members of the Governing Board**

SUBJECT: **CONTRACT AWARD TO ENVISE FOR DESIGN AND
CONSTRUCTION SERVICES FOR THE BUILDING
AUTOMATION SYSTEM (BAS) RETROFIT PROJECT
PHASE 2**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

A Request for Qualifications/Request for Proposals was issued to solicit a Statement of Qualifications/Proposal from qualified contractors and submissions were due by November 20, 2018. Only one proposal was received, from Enviser. The submitted Statement of Qualifications/Proposal was evaluated and Enviser was determined to be qualified to perform the work requested and proposed fee was determined to be reasonable.

The majority of the project's budget will be funded using the State's Proposition 39 California Clean Energy Jobs Act (\$243,688), and will be supplemented using the District's Redevelopment Funds (\$68,318). The Board is asked to approve a contract to Enviser in the amount of \$312,006.

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

AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO THIS 5th DAY OF December, 2018, by and between the Solano Community College District ("District") and **Envise** ("VENDOR") ("Agreement").

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

- 1. The Work:** VENDOR agrees to furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of the following project:

PROJECT: **Building Automation System (BAS) Retrofit Project Phase 2**

It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents including, without limitation, the Request for Qualifications/Request for Proposal and submission of all documents required to secure Proposition 39 funding for close-out of the Project, under the direction and supervision of, and subject to the approval of, the District or its authorized representative.

- 2. The Contract Documents:** The complete Contract consists of all Contract Documents, including the Request for Qualifications/Request for Proposals and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
- 3. Interpretation of Contract Documents:** Should any question arise concerning the intent or meaning of Contract Documents, including the Request for Qualifications/Request for Proposal, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, modifications, beginning with the most recent, shall control over this Agreement (if any). In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.
- 4. Time for Completion:** It is hereby understood and agreed that the work under this contract shall be completed within ONE HUNDRED FIFTY THREE (153) consecutive calendar days ("Contract Time") from the date of the Notice to Proceed. VENDOR affirms by submitting their SOQ/P, class instruction will not be interrupted during this project. Included in the amount are any fees or additional costs for the VENDOR to perform the Work off-hours or on weekends, to ensure project completion by April 30, 2019. IN NO CIRCUMSTANCE SHALL THE PROJECT BE COMPLETE PAST APRIL 30, 2019.
- 5. Completion-Extension of Time:** Should the VENDOR fail to complete this Contract, and the Work provided herein, within the time fixed for completion, the

VENDOR shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its work with the District in a manner that does not interrupt class instruction.

6. **Liquidated Damages:** Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of VENDOR'S delay; therefore, VENDOR agrees that it shall pay to the District the sum of Five Hundred Dollars (\$500.00) per day as liquidated damages for each and every day's delay beyond the time herein prescribed in finishing the Work.

It is hereby understood and agreed that this amount is not a penalty.

In the event that any portion of the liquidated damages is not paid to the District, the District may deduct that amount from any money due or that may become due the VENDOR under this Agreement. The District's right to assess liquidated damages is as indicated herein and in the General Conditions.

The time during which the Contract is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as the District may grant. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

7. **Loss Or Damage:** The District and its authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the VENDOR shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold the District and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever.
8. **Insurance and Bonds:** Before commencing the Work, VENDOR shall provide all required certificates of insurance, and payment and performance bonds as evidence thereof.
9. **Prosecution of Work:** If the VENDOR should neglect to prosecute the Work properly or fail to perform any provisions of this contract, the District, may, pursuant to the Contract Documents and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the VENDOR.
10. **Laws, Code & Regulations:** VENDOR hereby acknowledges all work performed shall comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws.
11. **Assignment of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the VENDOR without the written approval of the District, nor without the written consent of the Surety on

the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.

12. **Classification of Contractor's License:** VENDOR hereby acknowledges that it currently holds valid Type **B and/or C-10** Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.
13. **Registration as Public Works Contractor:** The VENDOR and all Subcontractors currently are registered as public works contractors with the Department of Industrial Relations, State of California, in accordance with Labor Code section 1771.4.
14. **Payment of Prevailing Wages:** The VENDOR and all Subcontractors shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.
15. This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4 and Title 8 of the California Code of Regulations. VENDOR specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of Division 2, Part 7, Chapter 1, of the Labor Code, including, without limitation, the requirement that the VENDOR and all of its Subcontractors shall timely submit complete and accurate electronic certified payroll records as required by the Contract Documents, or the District may not issue payment.
16. **Contract Price:** In consideration of the foregoing covenants, promises, and agreements on the part of the VENDOR, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work, including design, construction, execution, and completion as aforesaid, the District covenants, promises, and agrees that it will well and truly pay and cause to be paid to the VENDOR in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the VENDOR, the following price:

THREE HUNDRED TWELVE THOUSAND AND SIX Dollars

(\$312,006),

in lawful money of the United States, which sum is to be paid according to the schedule provided by the VENDOR and accepted by the District and subject to additions and deductions as provided in the Contract. This amount supersedes any previously stated and/or agreed to amount(s).

17. Severability: If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

IN WITNESS WHEREOF, accepted and agreed on the date indicated above:

VENDOR

DISTRICT

SOLANO COMMUNITY COLLEGE DISTRICT

By: _____

By: _____

Title: _____

Title: _____

NOTE: If the party executing this Contract is a corporation, a certified copy of the by-laws, or of the resolution of the Board of Directors, authorizing the officers of said corporation to execute the Contract and the bonds required thereby must be attached hereto.

END OF DOCUMENT