

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

TO: **Members of the Governing Board**

SUBJECT: **CONTRACT AWARD TO BHM CONSTRUCTION INC.,
FOR BUILDING 1200 PERFORMING ARTS RENOVATION
(PHASE 1) PROJECT**

REQUESTED ACTION:

Information **OR** **Approval**
 Consent **OR** **Non-Consent**

SUMMARY:

Board approval is requested for award of the attached agreement with BHM Construction Inc., for the Building 1200 Theater Renovation Increment 1 and 2 Project. A public bid was held August 25, 2015, at which time BHM Construction Inc., submitted the lowest responsible bid.

Arntz Builders submitted the lowest bid. It was withdrawn by Arntz Builders due to a clerical error in the bid form. The District reviewed the withdraw with its Bond Counsel, DWK, and determined the best course of action was to accept Arntz Builders withdraw and award to the second lowest bidder BHM Construction Inc.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: Increase capacity to support instructional spaces and equipment.

| | | |
|------------------|----------------------|---|
| <i>Ed. Code:</i> | <i>Board Policy:</i> | <i>Estimated Fiscal Impact: \$11,073,000 State \$ 2,624,094 Measure Q</i> |
|------------------|----------------------|---|

| | |
|---|---|
| SUPERINTENDENT'S RECOMMENDATION: | <input checked="" type="checkbox"/> APPROVAL <input type="checkbox"/> DISAPPROVAL <input type="checkbox"/> NOT REQUIRED <input type="checkbox"/> TABLE |
|---|---|

Thomas Beckett
Interim, Executive Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Yulian Ligioso

Vice President, Finance and Administration

VICE PRESIDENT APPROVAL

September 4, 2015

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Stan R. Arterberry
Interim Superintendent-President

September 4, 2015

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

AGENDA ITEM
MEETING DATE September 16, 2015

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO BHM CONSTRUCTION INC.,
FOR BUILDING 1200 PERFORMING ARTS RENOVATION
(PHASE 1) PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

This project is being partially funded by the State of California, any approval action taken by the Board of Trustees is contingent on the approval of the State of California. The State of California approval will be requested if the Board of Trustees approves this Agenda Item.

The Board is asked to approve a contract to BHM Construction Inc., in the amount of \$13,697,094 (State Funds \$11,073,000 + Measure Q Funds \$2,624,094)

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

DOCUMENT 00 52 13

AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO THIS 16 DAY OF September, 2015, by and between the Solano Community College District ("District") and BHM Construction, Inc. ("Contractor") ("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:** Contractor 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 and accepted alternates:

PROJECT: **Project 14-014, Building 1200 Theater – Increment 1 & 2**
("Project" or "Contract" or "Work")

Alternates

Accepted

- | | |
|--|-------------------------------------|
| 1. Acoustical Interior Finishes | <input checked="" type="checkbox"/> |
| 2. Canopy Storefront | <input checked="" type="checkbox"/> |
| 3. Full Mansard Removal | <input checked="" type="checkbox"/> |
| 4. Landscape Hardscape Upgrades | <input checked="" type="checkbox"/> |

It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents including, without limitation, the Drawings and Specifications and submission of all documents required to secure funding or by the Division of the State Architect 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 as defined in the General Conditions 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 Drawings or Specifications, 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), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 18 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over

small-scale drawings. 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 Four Hundred and Thirty Four (434) consecutive calendar days ("Contract Time") from the date specified in the District's Notice to Proceed.
5. **Completion-Extension of Time:** Should the Contractor fail to complete this Contract, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor 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 Work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.
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 Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of One Thousand dollars (\$1000.00) 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 Contractor 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 Contractor 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, Contractor shall provide all required certificates of insurance, and payment and performance bonds as evidence thereof.
- 9. Prosecution of Work:** If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this contract, the District, may, pursuant to the General Conditions 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 Contractor.
- 10. Authority of Architect, Project Inspector, and DSA:** Contractor hereby acknowledges that the Architect(s), the Project Inspector(s), 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. The Contractor shall be liable for any delay caused by its non-compliant Work.
- 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 Contractor 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:** Contractor hereby acknowledges that it currently holds valid Type B 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 Contractor 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 Contractor 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. Contractor 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 Contractor 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.** Section 71028 of the Education Code and Public Contract Code section 10115 require community college districts using funds allocated pursuant to the State of California School Facility Program for the construction and/or modernization of school building(s) to have a participation goal for disabled veteran business enterprises ("DVBE") of at least three percent (3%) per year of the overall dollar amount expended on projects that receive state funding or demonstrate its good faith effort to solicit DVBE participation in this Contract. In order to meet this requirement by demonstrating a good faith effort, Bidder must advertise for DVBE-certified subcontractors and suppliers before submitting its Bid. For any project that is at least partially state-funded, the lowest responsive responsible Bidder awarded the Contract must submit certification of compliance with the procedures for implementation of DVBE contracting goals with its signed Agreement. DVBE Certification Participation Forms are attached. Do not submit these forms with your Bid.
- 17. Contract Price:** In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor 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 Contractor, the following price:

Thirteen million six hundred and ninety seven thousand twenty four Dollars
(\$ 13,697,024.00),

in lawful money of the United States, which sum is to be paid according to the schedule provided by the Contractor 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).

- 18. 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.
- 19.** Contractor specifically acknowledges and understands that it shall perform the Work of the Project while complying with all requirements of the Department of Industrial Relations [and with all requirements of the Project Labor Agreement Document 00 0103].

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

CONTRACTOR

DISTRICT

BHM Construction, Inc

SOLANO COMMUNITY COLLEGE DISTRICT

By: _____

By: _____

Stan R. Arterberry

Title: _____

Title: Interim Superintendent-President

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