

LANEY COLLEGE FIRE SUPPRESSION HOODS

DOCUMENT 00 9113

ADDENDUM ONE

BID NO. 15-16/15

Peralta Community College District

Laney College Fire Suppression Hoods
900 Fallon Street, Oakland, CA 94607

This addendum supersedes items of the original contract documents wherein it is inconsistent with it. All other conditions remain unchanged. The following changes, modifications, corrections, additions or clarifications shall apply to the contract documents and shall be made a part of and subject to all of the requirements thereof as if originally specified or shown. It is the responsibility of the bidder to review the list of attachments to ensure that the addendum is full and complete. This Addendum modifies the original Bid Documents for the above Bid. Acknowledge receipt of this addendum in the space provided on the BID FORM. Failure to do so may subject Bidder to disqualification.

Revisions to Plans and Specifications

1. The Request for Information (RFI) deadline date was stated at the pre-bid meeting as November 30th. That has been changed to December 7th.
2. The advertisement and document 00 11 13 Notice Inviting Bids, stated the bid due date as December 7th. **The new bid due date is December 14th at 2pm.**
3. The attached Test & Balance Report was not originally included in the bid documents. It is now entered as Exhibit B and available at the District website.
4. Attached is revised Summary of Work 01 1100.
5. Attached is a revised Bid Form 00 4113.
6. Attached is a revised Agreement 00 5200.

END OF DOCUMENT

LANEY COLLEGE FIRE SUPPRESSION HOODS

SECTION 01 1100

SUMMARY OF WORK

PART 1 – GENERAL

1.1 SUMMARY

A. Section includes Summary of Work and Work Restrictions including:

1. Work Covered By Contract Documents
2. Bid Item, Alternates and Allowances
3. Work Days and Hours
4. Contractor Use of Site
5. Air Quality Standards
6. Owner-Furnished Products

1.2 WORK COVERED BY CONTRACT DOCUMENTS

The contract comprises all work in relationship to the **Replacement of the Laney College Fire Suppression Hoods** located on the first and second floors of the Student Center at **900 Fallon Street, Oakland CA 94607**. The Replacement of the Laney College Fire Suppression Hoods project includes a "TurnKey" replacement for three existing backshelf ventilator hoods; and comprises construction of all Work indicated including miscellaneous materials needed to complete the installation as described in the Specifications, or otherwise required by the Contract Documents; including but not limited to the following:

- Demolition of all existing hoods, ducting, piping etc. as needed for the new installation, including disposal and off haul.
- Verification of all dimensions and clearances prior to fabrication and installation – Contractor is responsible to field verify all dimensions and clearances
- Furnish and install three new Type 1 canopy hoods complying with U.L. 300 and California Mechanical Code (513.2.2) at each of the three locations, dimensions in length regarding surface area to match existing. All hoods shall be equipped with stainless steel hood closures and complete in all respects
- Approval by the Oakland Fire Department to include submission of a complete set of drawings, specifications and cut-sheets for all work, including subsequent testing. Contact is Inspector Garrett at 510-755-5818 fgarrett@oaklandnet.com
- Approval by the Alameda County Department of Health to include submission of a complete set of drawings, specifications and cut-sheets for all work, including subsequent testing. and all meetings. Contact is Antonio Gholar, Senior Plan Checker 510-639-1336 antonio.gholar@acgov.org.
- Certification of the hoods as required – the air testing that is required in order to receive approval by the various regulatory agencies shall be by this Contractor.
- It is the Contractor's responsibility to ensure that the new canopy hoods fit in each location, if a substitution is requested due to existing limitations in clearances all substitutions shall be approved by the local authorities having jurisdiction and at Contractor's own risk.
- All hoods shall be equipped with stainless steel filters, grease trays and cups, incandescent lights and globes, exhaust risers as needed, and complete packaging, which may include a three inch insulated rear and side standoff at the two first floor locations.
- All hoods shall be equipped with an Ansul wet chemical fire suppression system with hook up, pretest, startup and certification. The fire system shall be located in a cabinet on the left or right side of the hood, depending on location; or the agent tanks will be wall mounted as coordinated

with the District.

- Furnish and install, to each hood a complete Ansul system, including one mechanical gas valve and reset up to 2 inches in diameter
- Furnish and install all hoods in compliance with all codes to include seismic restraints per SMACNA guidelines
- Furnish and install 16 gauge all welded galvanized steel ducting as needed to adapt each of the hoods to the existing ducting including two layers of 3M fire wrap for zero clearance protection to combustibles.
- Furnish and install any and all balancing dampers needed in each location to ensure the correct air capture
- Furnish and install a 20 gauge #430 stainless steel uninsulated wall liner to be installed under the hood - to cover the area of the hood (to be used by the District for future kitchen equipment – dimensions to match existing)
- Relocate existing ceiling lights in the way of the installation of the new hoods, to include parts of the existing T-bar ceiling and tiles.
- Cap existing fire sprinklers as approved by the local fire authority
- Furnish and install fire rated duct access doors to existing Type 1 grease duct on the first floor at each change of direction; work to include cleaning all horizontal duct system and hoods up to the vertical shaft prior to installation of new ductwork. The District has verified that there is no asbestos containing materials present.
- Capping of all water, to include drain piping to the existing kitchen hoods including removal from the existing kitchen hoods water wash system
- All wiring and labor needed to tie into the existing fire alarm system, to include subcontracting by Simplex to ensure a complete and functioning system
- Contractor shall include in the base bid labor and materials to install new gas valves to all existing cooking equipment and shall be responsible for the reinstallation of all equipment to their former locations to include wheel locks and seismic straps. District personnel shall be responsible to remove the existing equipment.
- All supervision and coordination of any and all subcontractors

Addendum One added the following bullet points:

- Contractor shall be responsible to conduct an investigation of the existing air exhaust and delivery system prior to the start of work in order to verify existing pathways and to determine whether the existing system can be brought into compliance with existing codes and regulations – this investigation shall be part of the base bid price.”
 - Kitchen equipment shall be removed by the District but re-installed by this Contractor. The District shall coordinate this work with the Contractor at the start of the NTP.
 - District to provide Fire Alarm wiring for this Contractor
 - The awarded Contractor shall be given the specifications of the new kitchen equipment for purposes of submission to the regulatory agency
- A. Unless provided otherwise in the Contract Documents, all risk of loss to Work covered by Contract Documents shall rest with Contractor until Final Acceptance of the Work. Cost of maintenance of systems and equipment prior to Final Acceptance shall be considered as included in the Bid price and no direct or additional payment will be made therefore.
- B. For all Bid items, furnish and install all Work, including connections to existing systems, indicated and described in Specifications and all other Contract Documents. Work and requirements applicable to each individual Bid item, or unit of Work, shall be deemed incorporated into the description of each Bid item (whether Lump Sum or Unit Price). The District reserves the right to remove or not award any alternates or allowances in total or in part, prior to or after award of Contract without compensation in any form or adjustment of other Bid items or prices therefore.

- C. Existing drawings have been provided for reference only. No equipment, dimensions, electrical or plumbing connections have been verified. Contractor shall NOT use the referenced drawings for any means of verification of existing.

1.3 BID ITEMS, ALLOWANCE AND ALTERNATES

Base Bid (item 5)

The base bid shall include all work as described under item 1.2 Work Covered by the Contract Documents

Alternates (items 2-4)

On the bid form, Section 00 4113, Contractor shall provide the following alternate costs. All costs are to include general conditions and general requirement costs including bonds and insurance

Bid Item	Description	Cost
Alt 01	Furnish and install 20 gauge #430 stainless steel wall liner behind the existing hoods if needed on rear wall	Lump Sum
Alt 02	Labor and materials needed to remove and replace the entire area of sheetrock behind each hood	Lump Sum
Alt 03	Furnish and install shunt trip breakers to shut down the electrical outlets under each hood	Lump Sum

Allowances (item 1)

All 01	Allowance for additional gas piping that may be needed	\$2,000.00
All 02	Allowance for additional electrical that may be needed	\$3,000.00
All 03	Allowance to replace ceiling tiles if needed – tiles to match type of existing	\$2,000.00
All 04	Allowance to assist with adjusting the existing fans to comply with the airflows required by code	\$5,000.00
All 05	Allowance to repair, replace or install new ductwork and equipment in order to meet current codes,	\$15,000.00
Total	Place the total amount on Bid Form 00 4113 item 1	\$27,000.00

1.4 WORK DAYS AND HOURS

- A. Work Days and Hours: Contractor shall include in his base bid all work hours to include overtime and/or double time for weekend and holiday work to provide a completed and accepted system forty (40) days after the Notice to Proceed. Contractor shall be given additional time for regulatory approvals beyond Contractor’s control, however, additional time shall be contingent upon verification of timely preparation and submission of required documents.
- B. Contractor shall be given full use of the kitchen from December 18, 2015 to January 20, 2016 – however, Contractor shall be aware that work after January 20, 2016 shall be scheduled off hours in the evening or weekends Work during the day is not guaranteed is at the discretion of the College and District.

1.5 CONTRACTOR USE OF SITE

- A. Contractor shall have full use of the site from December 18th to January 20th. If for any reason access is needed after January 20th, Contractor shall schedule any and all activities after work hours in the evening or on weekends – all costs for evening or weekends shall be the responsibility of the Contractor unless the work results from a change order agreed in writing.
- B. Confine operations at Site to areas permitted by Contract Documents, permits, ordinances, and laws. Do not unreasonably encumber Site with materials or equipment.
- C. Assume full responsibility for protection and safekeeping of products stored on premises. Move any stored products that interfere with operations of Owner or other contractor.
- D. Coordinate parking, storage, staging, and Work areas with Owner. Owner will provide a storage area for Contractor's equipment and materials. However, Contractor shall be solely responsible for safekeeping and security of such.
- E. Prior to commencement of Work, Contractor and Owner shall jointly survey the area adjacent to the Project area making permanent note and record of such existing damage such as cracks, sags or other similar damage. This record shall serve as a basis for determination of subsequent damage to structures, conditions or other existing improvements due to Contractor's operations. All parties making the survey shall sign the official record of existing damage. Cracks, sags or damage of any nature to the adjacent Project area, not noted in the original survey but subsequently noted, shall be reported immediately to Owner. Record document shall not be limited to photo documentation.
- F. The Contractor shall follow all city ordinances in force during the duration of this Contract.
- G. It is essential that the Contractor perform the Work with as little interference and disturbance as possible to the surrounding neighborhood.
- H. When suspect materials, outside the scope of Work, are encountered during the Work or restoration process, the Contractor shall immediately contact the Project Manager for evaluation and approval of the methods for dealing with the material.

PART 2 – PRODUCTS

2.1 MATERIALS

Hoods

Manufacturer: Captive Aire or equal

Ansul system for Commercial Restaurant application

Existing Hoods for reference:

Existing hoods are backshelf ventilator hoods.

2.2 FABRICATION

Follow manufacturer's directions in all cases where manufacturers of articles furnish directions covering all points not shown or specified.

PART 3 – EXECUTION

1. Contractor is responsible for verifying all existing utilities required for a complete installation – if issues exist Contractor shall bring each issue to the attention of the District through the District Project Manager in a timely manner.
2. The awarded contractor is responsible for verifying that the proposed hoods including all associated systems comply with existing single exhaust flu ducting system and dampers for all three existing boilers are compatible, supporting the proposed Package Burner System to meet BA-AQMD existing emission standards before ordering and installing the new burner systems.

END OF SECTION

LANEY COLLEGE FIRE SUPPRESSION HOODS

DOCUMENT 00 4113

BID FORM

TO THE BOARD OF TRUSTEES OF THE PERALTA COMMUNITY COLLEGE DISTRICT
THIS BID IS SUBMITTED BY:

(Firm/Company Name)

Re: Laney College Fire Suppressions Hoods, 900 Fallon Street, Oakland, CA 94607, Bid No. 15-16/15

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with **THE PERALTA COMMUNITY COLLEGE DISTRICT** in the form included in the Contract Documents, Document 00 5200 (Agreement), to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Bid and in accordance with all other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Contract Documents, Document 00 1113 (Notice Inviting Bids), and Document 00 2113 (Instructions to Bidders), including, without limitation, those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 60 Days after the day of Bid opening, unless there is a bid protest, then 90 days after the day of bid opening.
3. In submitting this Bid, Bidder represents that Bidder has examined all of the Contract Documents, performed all necessary Pre-Bid investigations, received the Pre-Bid conference minutes (if any), and received the following Addenda:

Addendum Number	<u>ADDENDUM DATE</u>	Signature of Bidder

4. Based on the foregoing, Bidder proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Contract Documents for the following sums of money listed in the following Schedule of Bid Prices:

BID PRICE

Bid items are described in Section 01 1100 (Summary of Work).

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
1.	Allowance for unforeseen conditions	XXXX	Allowance	\$27,000	\$27,000
2.	Alternate #1	XXXX	XXXX	XXXX	\$
3.	Alternate #2	XXXX	XXXX	XXXX	\$
4.	Alternate #3	XXXX	XXXX	XXXX	
5.	Base bid. All Work of Contract Documents other than Work separately provided for under other Bid items			\$	\$
<u>TOTAL</u>				TOTAL BID PRICE	\$

Total Bid Price:

(Total Bid Price in Words)

5. Subcontractors for work included in all Bid items are listed on Document 00 4330 (Subcontractors List) submitted herewith.
6. The undersigned Bidder understands that Owner reserves the right to reject this Bid.
7. If written notice of the acceptance of this Bid, hereinafter referred to as Notice of Award, is mailed or delivered to the undersigned Bidder within the time described in Paragraph 2 of this Document 00 4113 or at any other time thereafter before it is withdrawn, the undersigned Bidder will execute and deliver the documents required by Document 00 2113 (Instructions to Bidders) within the times specified therein.
8. Notice of Award or request for additional information may be addressed to the undersigned Bidder at the address set forth below.
9. The undersigned Bidder herewith encloses cash, a cashier's check, or certified check of or on a responsible bank in the United States, or a corporate surety bond furnished by a surety authorized to do a surety business in the State of California, in form specified in Document 00 2113 (Instructions to Bidders), in the amount of ten percent (10%) of the Total Bid Price and made payable to **THE PERALTA COMMUNITY COLLEGE DISTRICT**.
10. The undersigned Bidder agrees to commence Work under the Contract Documents on the date established in Document 00 7200 (General Conditions) and to complete all Work within the time specified in Document 00 5200 (Agreement).
11. The undersigned Bidder agrees that, in accordance with Document 00 7200 (General Conditions), liquidated damages for failure to complete all Work in the Contract within the time specified in Document 00 5200 (Agreement) shall be as set forth in Document 00 5200.

12. The names of all persons interested in the foregoing Bid as principals are:

IMPORTANT NOTICE: If Bidder or other interested person is a corporation, give the legal name of corporation, state where incorporated, and names of president and secretary thereof; if a partnership, give name of the firm and names of all individual co-partners composing the firm; if Bidder or other interested person is an individual, give first and last names in full.

NAME OF BIDDER: _____

licensed in accordance with an act for the registration of Contractors, and with license number: _____ Expiration: _____.

_____	_____
(Place of Incorporation, if Applicable)	(Principal)
_____	_____
	(Principal)
_____	_____
	(Principal)

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

(Signature of Bidder)

NOTE: If Bidder is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If Bidder is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

Business Address: _____

Contractor's Representative(s): _____
(Name/Title)

(Name/Title)

(Name/Title)

Officers Authorized to Sign Contracts

(Name/Title)

(Name/Title)

(Name/Title)

Telephone Number(s):

(Area Code) (Number)

(Area Code) (Number)

Fax Number(s):

(Area Code) (Number)

(Area Code) (Number)

Date of Bid:

END OF DOCUMENT

LANEY COLLEGE FIRE SUPPRESSION HOODS

DOCUMENT 00 5200

AGREEMENT

THIS AGREEMENT, dated this [date] day of [Month], [201____], by and between [Name of Contractor] whose place of business is located at [Address of Contractor] ("Contractor"), and Peralta Community College District acting under and by virtue of the authority vested in Owner by the laws of the State of California.

WHEREAS, Owner, by its Resolution No. [insert number] adopted on the [date] day of [Month, Year] awarded to Contractor the following Contract:

Bid No. 15-16/15

**Laney College Fire Suppression Hoods at
900 Fallon Street, Oakland, CA 94607**

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Contractor and Owner agree as follows:

ARTICLE 1 - SCOPE OF WORK OF THE CONTRACT

1.01 Work of the Contract

- A. Contractor shall complete all Work specified in the Contract Documents, in accordance with the Specifications, Drawings, and all other terms and conditions of the Contract Documents.

1.02 Price for Completion of the Work

- A. Owner shall pay Contractor the following Contract Sum (**Contract Sum**) for completion of Work in accordance with Contract Documents as set forth in Contractor's Bid, attached hereto.
- B. The Contract Sum includes all allowances (if any).

ARTICLE 2 - COMMENCEMENT AND COMPLETION OF WORK

2.01 Commencement of Work

- A. Contractor shall commence Work on the date established in the Notice to Proceed.
- B. Owner reserves the right to modify or alter the Commencement Date.

2.02 Completion of Work

- A. Contractor shall achieve Substantial Completion of the entire Work within **40 Days** from the Commencement Date.
- B. Contractor shall achieve Final Completion of the entire Work **45 Days** from the Commencement Date.

ARTICLE 3 - PROJECT REPRESENTATIVES

3.01 Owner's Project Manager

The Chancellor (or his/her designee) shall act as Owner's Representative in all matters relating to the Contract Documents.

- 3.02 Owner's Chancellor on behalf of its Board of Trustees, and in accordance with District Board Policies and Administrative Procedures, shall have final authority over all matters pertaining to the Contract Documents and shall have sole authority to modify the Contract Documents on behalf of Owner, to accept work, and to make decisions or actions binding on Owner, and shall have sole

signature authority on behalf of Owner. The Chancellor, at his/her discretion, may delegate some portion of Chancellor's authority to Owner's Vice Chancellor of General Services or other representative.

3.03 Contractor's Project Manager

- A. Contractor has designated [_____ or other] as its Project Manager to act as Contractor's Representative in all matters relating to the Contract Documents.

3.04 Architect/Engineer

- A. ~~furnished the Plans and Specifications and shall have the rights assigned to Architect/Engineer in the Contract Documents.~~
- B. ~~Architect/Engineer has designated _____ as its project manager, to act as its representative for receiving and making communications authorized under the Contract Documents.~~

ARTICLE 4 - LIQUIDATED DAMAGES FOR DELAY IN COMPLETION OF WORK

4.01 Liquidated Damage Amounts

- A. As liquidated damages for delay Contractor shall pay Owner **five hundred dollars (\$500.00)** for each Day that expires after the time specified herein for Contractor to achieve Substantial Completion of the entire Work, until achieved.
- B. As liquidated damages for delay Contractor shall pay Owner **five Hundred dollars (\$500.00)** for each Day that expires after the time specified herein for Contractor to achieve Final Completion of the entire Work, until achieved.

4.02 Scope of Liquidated Damages

- A. Measures of liquidated damages shall apply cumulatively.
- B. Limitations and stipulations regarding liquidated damages are set forth in Document 00 7200 (General Conditions).

ARTICLE 5 - CONTRACT DOCUMENTS

5.01 Contract Documents consist of the following documents, including all changes, Addenda, and Modifications thereto:

Division	Section	Title
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INTRODUCTORY INFORMATION

00 01 01	Title Page
00 01 10	Table of Contents
00 01 15	Drawing List

BIDDING REQUIREMENTS

00 11 13	Notice Inviting Bids
00 21 13	Instructions to Bidders

BID FORMS AND BID SUBMITTALS

00 41 13	Bid Form
00 43 13	Bond Accompanying Bid
00 43 14	Bidder Registration Form
00 43 30	Subcontractors List
00 45 13	Statement of Qualifications
00 45 19	Non-Collusion Affidavit
00 45 46	Bidder Certifications

CONTRACT FORMS

00 51 00	Notice of Award
00 52 00	Agreement
00 61 13.13	Construction Performance Bond
00 61 13.16	Construction Labor and Material Payment Bond
00 62 90	Escrow Agreement for Security Deposits in Lieu of Retention
00 63 25	Substitution Request Form
00 65 00	Release of Claims
00 65 36	Guaranty

CONDITIONS OF THE CONTRACT

00 72 00	General Conditions
00 73 00	Labor Compliance Program
00 7316	Supplementary Conditions
00 73 39	Small Local Business Enterprise
00 73 80	Apprenticeship Program
00 82 50	Project Labor Agreement
00 82 55	PLA Side Letter
00 91 13	Addenda

DIVISION 01 - GENERAL REQUIREMENTS

01 11 00	Summary of the Work
01 20 00	Measurement and Payment
01 26 00	Modification Procedures
01 31 19	Project Meetings
01 32 30	Progress Schedules and Submittals
01 33 00	Submittals
01 41 00	Regulatory Requirements
01 42 00	References and Definitions
01 77 00	Commissioning and Contract Closeout

DIVISION 02 – 26 (NOT USED)

LIST OF DRAWINGS (NOT AS-BUILTS. FOR INFORMATION PURPOSES ONLY)

<u>Sheet Number</u>	<u>File Number</u>	<u>Description</u>
A707		Food Service Schedule
A708		1 st Floor Equipment
A709		1 st Floor Plumbing & Ventilation Plan
A710		1 st Floor Kitchen Electrical Plan
A711		1 st Floor Dimensions, Curb & Depression Plan
A712		1 st Floor Kitchen Elevations & Sections
A713		1 st Floor Kitchen Elevations & Sections
A714		1 st Floor Kitchen Elevations & Sections
A715		1 st Floor Kitchen Elevations & Sections
A716		2 nd Floor Equipment Plan
A717		2 nd Floor Plumbing & Ventilation Plan
A718		2 nd Floor Electrical Plan
A719		2 nd Floor Dimension Plan
A720		2 nd Floor Elevations & Sections
A721		2 nd Floor Elevations & Sections

5.02 There are no Contract Documents other than those listed above. The Contract Documents may only be amended, modified or supplemented as provided in Document 00 7200 (General Conditions).

ARTICLE 6 - MISCELLANEOUS

6.01 Terms and abbreviations used in this Agreement are defined in Document 00 7200 (General Conditions) and Section 01 4200 (References and Definitions) and will have the meaning indicated therein.

6.02 It is understood and agreed that in no instance are the persons signing this Agreement for or on behalf of Owner or acting as an employee, agent, or representative of Owner, liable on this Agreement or any of the Contract Documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of Owner is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.

6.03 In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Chapter 2 (commencing with §16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time Owner tenders final payment to Contractor, without further acknowledgment by the parties.

6.04 Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are deemed included in the Contract Documents and on file at Owner's Office, and shall be made available to any interested party on request. Pursuant to California Labor Code §§ 1860 and 1861, in accordance with the provisions of Section 3700 of the Labor Code, every contractor will be required to secure the payment of compensation to his employees. Contractor represents that it is 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 Contractor shall comply with such provisions before commencing the performance of the Work of the Contract Documents.

6.05 This Agreement and the Contract Documents shall be deemed to have been entered into in the County of [____], State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in the Superior Court for the County of [____].

IN WITNESS WHEREOF the parties have executed this Agreement in quadruplicate the day and year first above written.

CONTRACTOR: [CONTRACTOR'S NAME]

By: _____
(Signature)

By: _____
(Signature)

Its: _____
Title (If Corporation: Chairman, President or Vice President)

Its: _____
Title (If Corporation: Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer)

OWNER: Peralta Community College District

By: _____

(Signature)

(Print Name)

(Title)

Attest: _____
Secretary

(Print Name)

APPROVED AS TO FORM AND LEGALITY
THIS ____ DAY OF _____, **20** _____

By: _____
Attorney for Owner

(Print Name)

RESOLUTION NO. _____

END OF DOCUMENT