

DOCUMENT 00 52 00
CONSTRUCTION AGREEMENT

THIS AGREEMENT, dated this 11th day of January, 2016, by and between **Kaelin Construction Inc.** whose place of business is located at 7020 Koll Center Pkwy, #130, Pleasanton, CA 94566 ("Contractor"), and Peralta Community College District ("Owner"), 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. _____ adopted on _____, 2016, awarded to Contractor the following Contract:

**Installation of Chemistry Fume Hoods at the College of Alameda (RFP No. 15-16/16)
555 Ralph Appezato Memorial Parkway, Alameda, CA 94501**

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

1 SCOPE OF WORK OF THE CONTRACT

1.1 Work of the Contract

1.1.1. 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 (**Work**).

1.2 Price for Completion of the Work

1.2.1. 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.

**EIGHTY TWO THOUSAND EIGHT HUNDRED EIGHTY NINE AND NO/100 DOLLARS
(\$82,889.00)**

2 COMMENCEMENT AND COMPLETION OF WORK

2.1 Commencement of Work

2.1.1. Contractor shall commence Work on the date established in the Notice to Proceed (**Commencement Date**).

2.1.2. Owner reserves the right to modify or alter the Commencement Date.

2.2 Completion of Work

2.2.1. Contractor shall achieve Substantial Completion of the entire Work by June 30, 2016 from the Commencement Date.

2.2.2. Contractor shall achieve Final Completion of the entire Work by June 30, 2016 from the Commencement Date.

3 PROJECT REPRESENTATIVES

3.1 Owner's Project Representative.

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

3.1.2. 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.

3.1 Contractor's Project Manager

3.1.1. Contractor has designated Mitch Kaelin as its Project Manager to act as Contractor's Representative in all matters relating to the Contract Documents.

3.2 Not Applicable - Architect/Engineer

3.2.1. _____ furnished the Plans and Specifications and shall have the rights assigned to Architect/Engineer in the Contract Documents.

3.2.2. Architect/Engineer has designated _____ as its project manager, to act as its representative for receiving and making communications authorized under the Contract Documents.

4 LIQUIDATED DAMAGES FOR DELAY IN COMPLETION OF WORK

4.1 Liquidated Damage Amounts

4.1.1. As liquidated damages for delay Contractor shall pay Owner **Five Hundred Dollars (\$500)** for each Day that expires after the time specified herein for Contractor to achieve Substantial Completion of the entire Work, until achieved.

4.1.2. 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.

4.2 Scope of Liquidated Damages

4.2.1. Measures of liquidated damages shall apply cumulatively.

4.2.2. Limitations and stipulations regarding liquidated damages are set forth in Document 00700 (General Conditions).

5 CONTRACT DOCUMENTS

5.1 Contract Documents consist of the following documents, including all changes, Addenda, and Modifications thereto: Addendum No. 1, and 2.

CONTRACT FORMS	
00 51 00	Notice of Award
00 52 00	Agreement
00 55 00	Notice to Proceed
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 73 16	Supplementary Conditions – Insurance
00 73 39	Small Local Business Enterprise
00 73 80	Apprenticeship Program

00 82 50	Project Labor Agreement
00 91 13	Addenda
DIVISION 01 – GENERAL REQUIREMENTS	
01 11 00	Summary of the Work
01 20 00	Measurement and Payment
01 26 00	Modifications 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 50 00	Temp Facilities and Controls
01 77 00	Commissioning and Contract Closeout
01 81 13	Environmentally Sustainable Procurement Construction

Scope of Work as outlined in the Advertised RFP (Attachment “A”) and contractor’s proposal dated 1/05/2016 (Attachment “B”).

- 5.2 There are no Contract Documents other than those listed above. The Contract Documents may only be amended, modified or supplemented as provided in Document 00700 (General Conditions).

6 MISCELLANEOUS

- 6.1 Terms and abbreviations used in this Agreement are defined in Document 00700 (General Conditions) and Section 01420 (References and Definitions) and will have the meaning indicated therein.
- 6.2 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.
- 6.3 The Contract Sum includes all allowances (if any).
- 6.4 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.
- 6.5 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.

6.6 This Agreement and the Contract Documents shall be deemed to have been entered into in the County of Alameda, 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 Alameda.

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

PERALTA COMMUNITY COLLEGE DISTRICT	KAELIN CONSTRUCTION INC.:
By: _____ Jowel C. Laguerre, Chancellor (Authorized Agent)	By: _____ (Signature)
Date: _____	Its: _____ Title (If Corporation: Chairman, President or Vice President)
By: _____ Sadiq B. Ikhara, VC of General Services	By: _____ (Signature)
Date: _____	Its: _____ Title (If Corporation: Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer)
Approved as to legal form:	
By: _____ Ericka Curls-Bartling, Acting Legal Counsel	
Date: _____	
District Resolution No.: _____	

END OF DOCUMENT