

KENSINGTON FIRE PROTECTION DISTRICT

**Notice to Contractors, Instructions to Bidders,
Special Provisions, Proposal, and Contract for:**

**Public Safety Building Seismic Renovation
217 Arlington Avenue
Kensington, CA 94707**

Approved: June 3, 2022

Kensington Fire Protection District

KENSINGTON FIRE PROTECTION DISTRICT

BID PACKAGE FOR

Public Safety Building Seismic Renovation

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NOTICE INVITING SEALED BIDS

KENSINGTON FIRE PROTECTION DISTRICT

BIDS MUST BE RECEIVED BY: **7/1/2022, 2:00PM**

BIDS TO BE OPENED AT: **7/1/2022, 2:05PM on Zoom, link to be provided later**

PLACE OF BID RECEIPT: Electronic copy of the bid document to be emailed to;
Bill Hansell – bhansell@kensingtonfire.org
With a copy to karen@marjang.com by 2:00PM on 7/1/2022

Request for Information (RFI) on the bid documents are to be emailed to: bhansell@kensingtonfire.org with a copy to karen@marjang.com .

NON-MANDATORY SITE VISIT: **6/14/2022, 11:00AM** at the project site, 217 Arlington Ave,
Kensington, CA

LAST DATE FOR BID RFI: **6/17/2022, 4:00PM**

LAST DATE FOR ADDENDUMS: **6/22/2022, 4:00PM**

Bidder agrees to receive addendum(s) by e-mail.

NOTICE IS HEREBY GIVEN that the Kensington Fire Protection District, County of Contra Costa, California, will receive up to, but not later than the time set forth above, sealed contract bids for the award of a contract for the project described in this document. All bids shall be made on the form furnished by the District and shall be opened and publicly read aloud at the above-stated time at the place of bid identified above.

PROJECT IDENTIFICATION NAME: Public Safety Building Seismic Renovation

DESCRIPTION OF WORK:

The Kensington Public Safety Building is approximately 5,800sf and was constructed in 1971. It is owned by the Kensington Fire Protection District (KFPD). The renovation work includes but is not limited to: seismic retrofitting of the structure, the interior remodel of the work and living quarters for fire personnel (dormitories, bathrooms, restrooms, kitchen, dining, day room, offices and a multi-purpose room); upgrades to apparatus garage areas and support spaces; new mechanical, electrical, plumbing, fire protection and lighting systems; new foundation systems, new partial roof, site improvements; exterior envelope siding replacement, new windows and doors, and accessibility compliance upgrades such as an elevator and wheelchair lift, as defined by the project documents.

COMPLETION OF WORK: All work shall be completed within the contract period of 365 working days following the written Notice to Proceed.

OBTAINING BID DOCUMENTS: Bid documents for the project may be obtained at **BPXpress Reprographics**, 4903 Central Avenue, Richmond, CA 94804, phone - 510 559 8299 and on the District's website.

Each bid response shall be accompanied by the bid securities attachments required as part of this Request for Bid.

Each bid must include an accurate bidder's questionnaire properly completed on behalf of the bidder and signed by a representative authorized to bind the bidder. The District will use the information contained in the questionnaire to determine whether, pursuant to applicable law, a bidder is deemed a responsible bidder for purposes of this project. The information contained in the bidder's questionnaire or the

omission of relevant information may, in itself, be sufficient to support a determination that a bidder is non-responsive.

Pursuant to the Labor Code of the State of California (California Labor Code Section 1770 *et seq.*) the Director of Industrial Relations has determined the general prevailing rate of wages and employer payments for health and welfare, vacation, pension and similar purposes applicable to the work to be done. This rate and scale are on file with the District and copies will be made available to any interested party on request. The information is also available on the state's Department of Industrial Relations Division of Labor Statistics and Research Website www.dir.ca.gov/dlsr. The Contractor to whom the contract is awarded and the subcontractors under him must pay not less than these rates for this area to all workers employed in the execution of this contract.

Each bidder must submit a bid to the District, on the standard forms available from the District. The bid must be accompanied by a cash deposit, a certified or cashier's check or a bidder's bond issued by a California admitted surety insurer, made payable to the Owner, in an amount not less than 10 percent of the total bid submitted. Bids shall remain valid and shall not be subject to withdrawal for ninety (90) calendar days after the bid opening date.

In accordance with California Public Contract Code Section 3300, the bidder must possess a valid **Class A or B contractor's license**. No contract will be awarded to any bidder who at bid opening is not a properly licensed California contractor as required by the California Business and Professions Code.

The Contractor may, at Contractor's sole cost and expense, substitute securities equivalent to any monies withheld by the Owner as provided in California Public Contract Code Section 22300. No such substitution shall be accepted until all documents related to such substitution are reviewed and found acceptable by the Owner's attorney.

There is a \$500.00 per day liquidated damages for each calendar day that work remains incomplete beyond the time specified for the completion of the work. Refer to the bid specifications and contract documents for further details.

The District reserves the right to reject any or all bids or any parts thereof and waive any irregularities or informalities in any bid or in the bidding and to make awards in all or part in the best interest of the District in accordance with applicable law.

A non-mandatory pre-bid meeting will be held on 6/14/2022 at 11:00AM at the project site, 217 Arlington Avenue, Kensington, CA.

No bidder may withdraw his bid for a period of ninety (90) days after the date set for the opening bids.

KENSINGTON FIRE PROTECTION DISTRICT

By: 

Bill Hansell
General Manager

06/03/2022

Date

INSTRUCTIONS TO BIDDERS

FORM OF PROPOSAL: The proposal shall be made on the bidding schedule ("proposal") herein. The proposal shall be enclosed in a sealed envelope bearing the name of the bidder and the name of the project as described under Notice Inviting Sealed Bids.

DELIVERY OF PROPOSALS: The proposal shall be delivered by the time and to the place stipulated in the Notice Inviting Sealed Bids. It is the bidder's sole responsibility to see that his proposal is received in proper time. Any proposal received after the scheduled closing time for receipt of proposals will be returned to the bidder unopened unless the District has granted an extension. Bidders or their authorized agents are invited to be present.

MODIFICATIONS AND ALTERNATIVE PROPOSALS: Unauthorized conditions, limitations or provisos attached to a proposal will render it non-responsive and may be cause for rejection. The complete proposal forms shall be without interlineations, alterations or erasures, unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the person or persons signing the bid. No oral, telegraphic or telephonic proposals or modifications will be considered.

WITHDRAWAL OF PROPOSAL: The proposal may be withdrawn upon request by the bidder without prejudice prior to, but not after, the time fixed for opening of bids, provided that the request is in writing, has been executed by the bidder or his duly authorized representative, and is filed with the District. No proposal may be withdrawn during the period of ninety (90) calendar days after the opening of proposals.

BIDDER'S SECURITY: Each bid shall be accompanied by certified or cashier's check payable to the District, or a satisfactory bid bond in favor of the District executed by the bidder as principal and a California admitted surety as surety, in an amount not less than ten percent (10%) of the amount set forth in the bid. The check or bid bond shall be given as a guarantee that the bidder shall execute the contract if it is awarded to him in conformity with the contract documents and shall provide the evidence of insurance and furnish the necessary bonds as specified in the contract documents, within fifteen (15) calendar days after written notice of the award. In case of the bidder's refusal or failure to do so, the cash, check, or bond, as the case may be, shall be forfeited to the District. No bidder's bond will be accepted unless it conforms substantially to the form set forth as required.

ADDENDA: The District may, from time to time, issue addenda to the contract documents during the period of advertising for bids. Securers of contract documents shall be notified of, and furnished with, copies of such addenda, by email during the period of advertising at no additional cost.

DISCREPANCIES IN PROPOSALS: The bidder shall set forth each item of work, in clearly legible figures, a unit or line-item bid for the item in the respective spaces provided for this purpose.

In case of discrepancy between the unit price and the total set forth for the item, the unit price shall prevail, provided, however, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or in the case where the unit price is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail in accordance with the following:

- (1) As to lump sum items, the amount set forth in the "Total" column shall be the unit price.
- (2) As to unit price items, the amount set forth in the "Total" column shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price.

In case of discrepancy between words and figures, the words shall prevail.

Contractors must sign the "Statement Acknowledging Penal & Civil Penalties Concerning the Contractor's Licensing Laws."

BIDDER'S EXAMINATION OF SITE AND CONTRACT DOCUMENTS: Bidders must satisfy themselves by personal examination of the location of the proposed work and by such other means as they may prefer as to the proposal, plans, specifications, contract form and actual conditions and requirements of the work, and shall not at any time after submission of the bid, dispute, complain, or assert that there was any misunderstanding in regard to the conditions to be encountered, the character, quality, and quantities of work to be performed and materials to be furnished, and the requirements of the proposal, plans, specifications, and the contract form. The submission of a proposal shall be considered conclusive evidence that the bidder has made such examination.

DISQUALIFICATION OF BIDDERS: No person, firm, or corporation shall be allowed to make, file or be interested in more than one bid for the same work, unless alternate bids are specifically called for. A person, firm or corporation that has submitted a subproposal to a bidder, or that has quoted prices of materials to a bidder is not hereby disqualified from submitting a subproposal or quoting prices to other bidders or making a prime proposal. If there is a reason to believe that collusion exists among the bidders, all bids will be rejected.

RETURN OF BID SECURITY: The successful bidder's proposal guarantee shall be held until the contract is executed. Bid security shall be returned to unsuccessful bidders within twenty (20) calendar days after the successful bidder has signed the contract.

AWARD OF CONTRACT: The District reserves the right to reject any or all bids or any parts thereof or to waive any irregularities or informalities in any bid or in the bidding. The award of the contract, if made by the District, will be to the lowest responsible bidder. The award, if made, will be within ninety (90) calendar days after the opening of the proposals; provided that the award may be made after said period if the successful bidder has not given the District written notice of the withdrawal of his bid. Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) Calendar days after the scheduled closing time for receiving bids.

ALTERNATES: If alternate bids are called for, the contract shall be awarded to the lowest responsible bidder on the total of base bid and the chosen alternate(s).

LISTING SUBCONTRACTORS: Each bidder shall submit a list of the proposed subcontractors on this project, as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code Sections 4100, et seq.). Forms for this purpose are furnished with the contract documents.

EXECUTION OF AGREEMENT: The bidder to whom award is made shall execute a written contract with the District in the form included in these contract documents and shall secure and provide to District all insurance and bonds as herein specified within fifteen (15) calendar days from the date of mailing of written notice of the award. Failure or refusal to enter into the agreement or to conform to any of the stipulated requirements shall be just cause for the annulment of the award and forfeiture of the bidder's security. In the event the bidder to whom an award is made fails or refuses to execute the Agreement within said time, the District may declare the bidder's security forfeited, and it may award the work to the next lowest bidder, or may call for new bids.

If the successful bidder refuses or fails to execute the contract, the District may award the contract to the second lowest responsible bidder. If the second lowest responsible bidder refuses to execute the contract, the District may award the contract to the third lowest responsible bidder to execute the contract; such bidder's securities shall be likewise forfeited to the District.

INSURANCE AND BONDS: The Contractor shall not begin work under the Agreement until it has given the District evidence of comprehensive public liability insurance and Workers' Compensation Insurance coverage. The successful Contractor shall also furnish two (2) bonds required by the State Contract Act. Each of the said bonds shall be executed in a sum equal to the contract price. One of the said bonds shall guarantee the faithful performance of the said contract by the Contractor, and the other said bond shall secure the payment of claims for labor and material.

INTERPRETATION OF PLANS AND DOCUMENTS: If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the drawings, specifications or other contract documents, or finds discrepancies in or omissions from the drawings and specifications, he or she may submit to the District a written request for an interpretation or correction. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the contract document will be made only by an Addendum duly issued, and a copy of such Addendum will be mailed or delivered to each person receiving a set of the contract documents. No oral interpretation of any provision in the contract documents shall be binding.

SALES AND/OR USE TAXES: Except as may be otherwise specifically provided herein, all sales and/or use taxes assessed by federal, state or local authorities on materials used or furnished by the Contractor in performing the work hereunder shall be paid by the Contractor.

GENERAL PROVISIONS (SECTION I)

A. PROJECT PROVISIONS

The project provisions applicable to this contract shall be those set forth in the latest edition of Caltrans Standard Specifications (hereinafter referred to as "Standard Specifications"). The Standard Specifications are referred to and by this reference are made a part hereof as though set forth at length. The Contractor is required to comply with the Standard Specifications in addition to the conditions set forth in these General Provisions and Special Provisions. To the extent that the Project's Notice Inviting Sealed Bids, Instructions to Bidders, General Provisions, Special Provisions, Proposal, Contract, and Appendices conflict with the Standard Specifications, the terms of the Notice Inviting Sealed Bids, Instructions to Bidders, General Provisions, Special Provisions, Proposal, Contract, and Appendices conflict with the Standard Specifications shall prevail.

B. AWARD OF BID AND EXECUTION OF CONTRACT

1. DECISION AS TO WHICH CONTRACTOR IS THE LOWEST RESPONSIBLE BIDDER

All bidders must submit with their proposals satisfactory evidence that they are capable of performing the work in accordance with plans and specifications. The District may require any bidder bidding on any public improvement to submit experience records covering a three-year period. The District may reject the bid of any bidder who has been delinquent or unfaithful in the performance of any previous contract work. The decision of the District as to which bidder is considered the "lowest responsible bidder" will be based not only on the actual amount of the bid, but also on the relative competence and experience of the bidders, with particular regard to the quality performance of any work done by them for the District or other entity in the past, and such decisions shall be final and binding upon all parties.

2. NON-COLLUSION AFFIDAVIT

The Contractor shall execute and return a "Non-collusion Affidavit" with its bid in the form attached herein.

3. EXECUTION OF THE CONTRACT

The contract, in the form set forth in the Contract Section shall be executed by the successful bidder in accordance with the Instruction for Execution of Documents, and returned to the District for execution by the District, and shall be accompanied by bonds as described in paragraph GP-1-B-4 and the evidence of insurance required by paragraph GP-2-B-5, all within fifteen (15) calendar days from the date written notice of the award is mailed to bidder. No bidder proposal shall be considered binding upon the District until such time as the District has executed it. Failure or refusal to enter a Contract as herein provided or to conform to any of the stipulated requirements in connection therewith shall be just cause for annulment of the award and forfeiture of the Bid Security. If the lowest responsible bidder refuses or fails to execute the Agreement, the District may award the contract to the second lowest responsible bidder. If the second lowest responsible bidder refuses or fails to execute the Agreement, the District may award the contract to the third lowest responsible bidder. On the failure or refusal of such second or third lowest bidder to execute the Contract, each such bidder's bid securities shall be likewise forfeited to District.

4. CONTRACT BONDS

The successful bidder shall furnish to the District at his own expense two-surety bonds. One bond shall be in the amount of 100 percent of the contract price in the form set forth in the Contract Section to guarantee faithful performance of the contract work. The other bond, in an amount not less than 100 percent of the contract price in the form set forth in the Contract Section shall be furnished to secure payment of those supplying labor and materials as required by California Civil Code section 3247. Each bond shall be executed in accordance with the instruction set forth in the Proposal Section and each bond shall be executed by a California admitted surety insurer acceptable to, and approved by the District.

5. INSURANCE

The Contractor shall at all times, during the term of this contract, as referenced in the Insurance Requirements for Kensington Fire Protection District attachment to the Agreement, carry, maintain and keep in full force and effect, a policy or policies of (1) comprehensive public liability insurance with a California admitted insurance company with a Best's rating of no less than A:VII, within minimum limits of One Million Dollars (\$1,000,000.00) combined single limit coverage against any injury, death, loss or damage as a result of wrongful or negligent acts or omissions by the Contractor, together with an endorsement in substantially the form set forth in the Contract Section attached hereto (2) property damage insurance with a minimum limit of \$1,000,000.00, (3) automotive liability insurance with a minimum combined single limit coverage of \$1,000,000.00. The Contractor shall also at all times during the term of this contract carry, maintain and keep in full force and effect a policy or policies of Workers' Compensation insurance as required by applicable laws and regulations and shall provide to the District evidence of such coverage in the form set forth herein.

6. COMPLIANCE WITH PROVISIONS OF THE PUBLIC CONTRACT

All Contracts shall conform with the provisions of Sections 4100 through 4114 (the "Subletting and Subcontracting Fair Practices Act"), inclusive, of the Public Contract Code, as amended, concerning subcontractors and subcontracts.

7. REJECTION OF BIDS

The District reserves the right to reject any or all bids and to waive any irregularity or informality in any bid to the extent permitted by law.

C. LEGAL RELATIONS AND RESPONSIBILITY TO THE DISTRICT

1. LAWS TO BE OBSERVED

The Contractor shall keep himself or herself fully informed on all existing and pending State and federal laws and all municipal ordinances and regulations of the District, which in any manner affect those employed in the work, or the material used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having jurisdiction or authority over the same. The Contractor shall observe all ordinances of the District in relations to the obstruction of streets or conduct of the work, keeping open passageways and protecting the same where they are exposed or dangerous to traffic.

2. SOCIAL SECURITY & CERTIFIED PAYROLL REQUIREMENTS

The Contractor shall furnish to the District satisfactory evidence that he and all subcontractors working for him are complying with all requirements of the Federal and State Social Security legislation. The Contractor, at any time on request, shall satisfy to the District that the Social Security and Withholding taxes are being properly reported and paid. Contractor and subcontractors shall also submit to the DIR certified payrolls as required on Public Works project.

3. PREVAILING WAGES

In accordance with California Labor Code Section 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in the California Labor Code must be paid to all workers engaged in performing the work. In accordance with California Labor Code Section 1770 and following, the Director of Industrial Relations has determined the general prevailing wage per diem rates for the locality in which the Work is to be performed. In accordance with California Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at the District and will be made available on request. The information is also available on the website www.dir.ca.gov/dlsr Throughout the performance of the work the Contractor must comply with all provisions of the Contract Documents and all applicable laws and regulations that apply to wages earned in performance of the work.

4. PENALTIES

The Contractor shall comply with the provisions of California Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the District, forfeit not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under the contract by Contractor or by any subcontractor.

5. WORKING HOURS

The Contractor shall forfeit, as penalty to the District, the sum of twenty-five (\$25.00) dollars for each worker employed in the execution of the contract by Contractor or by any subcontractor under him for each calendar day during which such worker is required or permitted to work more than forty (40) hours in any one calendar week, in violation of the provisions of Article 3, Chapter 1, Part 7, Division 1 of the Labor Code (Section 1810 et. seq.). Working hours shall be limited to 8:00 AM – 5:00 PM.

6. APPRENTICES

Attention is directed to the provisions of Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under Contractor. It shall be Contractor's responsibility to ensure that all persons shall comply with the requirements of said sections in the employment of apprentices.

Information relative to apprenticeship standards and administration of the apprenticeship program may be obtained from the Department of Industrial Relations, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

7. REGISTRATION AND LICENSING OF CONTRACTORS

Only a Contractor licensed in accordance with the provisions of Chapter 9, Division 3, of the Business and Professions Code shall be permitted to enter into a contract with the District for any public improvements.

8. PERMITS AND LICENSES

The Contractor shall be responsible for procuring all permits and licenses, pay all charges and fees and give all notices necessary and incidental to the due and lawful prosecution of the work. District will pay for building permit and utility connection fees.

9. PATENTS

The Contractor shall assume all responsibility arising from the use of any patented, or allegedly patented materials, equipment, devices or processes used on or incorporated in the work, and shall defend, indemnify, and hold harmless the District, and each of its officers, agents, and employees from and against any and all liabilities, demands, claims, damages, losses, costs, and expenses, of whatsoever kind or nature, arising from such use.

10. INDEMNITY

The Contractor agrees to indemnify and hold harmless the District and others and to waive subrogation as set forth in the Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution executed concurrently herewith, a copy of which is attached hereto and incorporated herein by this reference.

11. NOTICE

The address given in the Contractor's proposal is the place to which all notices to the Contractor shall be mailed or delivered. The mailing to or delivering at the above named place of any notice shall be deemed sufficient service thereof upon the Contractor, and the date of that service shall be the date of such mailing or delivery. Such address may be changed at any time by written notice signed by the Contractor and delivered to the District.

12. CONTRACTOR'S RESPONSIBILITY FOR WORK

Until the final acceptance of the work by the District, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part of the work by the action of the elements or any other cause. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the work occasioned by any cause before its completion and acceptance and shall bear the expense thereof, except for such injuries or damages arising from the sole negligence of willful misconduct of the District, its officers, agents or employees. In the case of suspension of work from any cause whatever, the Contractor shall be responsible for all materials and the protection of work already completed and shall properly store and protect them if necessary and shall provide suitable drainage and erect temporary structures where necessary.

13. MAINTENANCE AND GUARANTEE

(a) The Contractor hereby guarantees that the entire work constructed by Contractor under the contract will meet fully all requirements as to quality of workmanship and materials. The Contractor hereby agrees to make at Contractor's own expense any repairs or replacements made necessary by defects in materials or workmanship that become evident within one (1) year after

the date of the final completion, and to restore to full compliance with the requirements of these specifications, including any test requirements set forth herein for any part of the project or work constructed hereunder, which during said one (1) year period is found to be deficient with respect to any provisions of the specifications. The Contractor shall make all repairs and replacements promptly upon receipt of written orders for the same from the District. The Contractor and Contractor's sureties shall be liable to the District for the cost thereof.

(b) The guarantees and agreements set forth in subsection (a) shall be secured by a surety bond which shall be delivered by the Contractor to the District before the Notice of Completion and acceptance of the work, by the District, as provided in Subsection 6-8 of the Standard Specifications. Said bond shall be in the form approved by the District and executed by a surety company or companies admitted in the State of California and satisfactory to the District, in the amount of 100 percent of the contract. Said bond shall remain in force for a period of one (1) year after the date of Notice of Completion and acceptance. Alternatively, the Contractor may provide for the Faithful Performance Bond furnished under the contract to remain in force and effect for said amount until the expiration of said one (1) year period.

14. COOPERATION

The Contractor is hereby notified that additional work within the work site may be scheduled during the course of this contract.

The Contractor shall cooperate with these and other projects in accordance with Sections 5-6 and 7-7 of the Standard Specifications. Contractor acknowledges that the District's Fire Station must remain operational during construction, and expressly agrees to cooperate and coordinate with the District and other necessary individuals and entities, including its subcontractors, to facilitate this requirement.

Compensation for compliance shall be included in the various items of work, and no additional compensation shall be allowed therefore.

D. PROSECUTION AND PROGRESS OF THE WORK

1. WORK SCHEDULE

Prior to the Notice to Proceed, the Contractor shall submit a work schedule to the District for approval. Said schedule must show the dates of the expected start and completion of the various items of the contract work. The final schedule will be used as a controlling document throughout the construction period.

2. SUBLETTING AND ASSIGNMENT

The Contractor shall give Contractor's personal attention to the fulfillment of the contract and shall keep the work under Contractor's control. The Contractor shall not assign, transfer nor sublet any part of the work without the prior written consent of the District and of the surety of the Contractor's bond, and such consent of Surety, together with a copy of the subcontract, shall be filed with the District. No assignment, transfer or subletting, even though consented to, shall relieve the Contractor of Contractor's liabilities under the contract. Subcontractors shall not be recognized as such, and all persons engaged in the project will be considered as employees of the Contractor, their work being subject to the provisions of the contract and the specifications. Should any subcontractor fail to perform the work undertaken by him to the satisfaction of the District, said subcontractor shall be removed immediately from the project upon request by the District, shall not again be employed on the work, and the Contractor shall be held liable for the deficient work.

The Contractor shall submit to the District a list with the names, addresses and telephone numbers of all subcontractors who will work under Contractor.

3. CHARACTER OF WORKERS

The Contractor shall employ none but competent foremen, laborers and mechanics. Any overseer, superintendent, laborer or other person employed on the work by the Contractor who is intemperate, incompetent, troublesome or otherwise undesirable, or who fails or refuses to perform the work in the manner specified herein, shall be removed from jobsite immediately and such person shall not again be employed on the work.

4. AGENTS OR FOREMAN

In the absence of the Contractor from the site of the project, even if such is only of a temporary duration, Contractor must provide and leave at the site a competent and reliable English-speaking agent or foreman in charge. All notices, communications, orders or instructions given, sent to, or served upon, such agent or foreman by the District shall be considered as having been served upon the Contractor.

5. TEMPORARY STOPPAGE OF CONSTRUCTION ACTIVITIES

The District and it's designated representative(s) shall have the authority to suspend the contract work, wholly or in part, for such a period of time as the District may deem necessary, due to unsuitable weather, or to such other conditions as the District considers unfavorable for the proper prosecution of the work, or for such time as the District may deem necessary due to failure on the part of the Contractor or Contractor's workers to carry out orders or to perform any of the requirements of the contract. The Contractor shall immediately comply with such an order from the District and shall not resume operations until so ordered in writing.

6. TIME OF COMPLETION AND LIQUIDATED DAMAGES

If all the contract work is not completed in all parts and requirements within the time specified in the contract documents, the District shall have the right to grant or deny an extension of time for completion, as may seem best to serve the interest of the District. The Contractor shall not be assessed with liquidated damages during any delay in the completion of the work caused by acts of God or of the Public Enemy, acts of the State, fire not due to acts of contractors, of subcontractors, floods, epidemics, quarantine, restrictions, strikes, freight embargo or unusually severe weather, delays of subcontractors due to such causes, or work suspensions directed by the District provided that the Contractor shall, within ten (10) days from the beginning of such delay, notify the District, in writing, of the cause of the delay. The District will ascertain the facts and the extent of the delay, if any, and the finding thereon shall be final and conclusive. If the District deems it appropriate to assess the contractor liquidated damages, such damages shall be amount of \$500 per day.

7. SUSPENSION OF CONTRACT

If at any time, in the opinion of the District, the Contractor fails to supply an adequate working force, manufactured articles, or material of proper quality, or has failed in any other respect to prosecute the work with the diligence and force specified and intended in any by the terms of the contract, notice thereof in writing will be served upon Contractor, and should Contractor neglect or refuse to provide means for a satisfactory compliance with the contract within the time specified in said notice and as directed by the District, the District shall have the power to suspend the operation of the contract and discontinue all work or any part thereof. Thereupon the Contractor shall discontinue such work, or such part thereof as the District may designate,

and the District may thereupon, by contract or otherwise, as it may determine, complete the work or such part thereof, and charge the entire expense of so completing the work or any part thereof to the Contractor, and for such completion the District itself or its Contractors may take possession of and use, or cause to be used in the completion of the work, or any part thereof, any such materials, implements and tools of every description as may be found at the place of such work. All expenses charged under this paragraph shall be deducted and paid for by the District out of any moneys then due or to become due the Contractor under the contract, or any part thereof, and in such accounting the District shall not be held to obtain the lowest figure for the work for completing the contract, or any part thereof, or for ensuring its proper completion, but all sums paid therefore shall be charged to the Contractor. In case the expenses so charged are less than sum which would have been payable under the contract, if the same had been completed by the Contractor, the Contractor shall be entitled to receive the difference, and in case such expense shall exceed the amount payable under the contract, then the Contractor shall pay the amount of the excess to the District, upon completion of the work, without further demand being made therefore. In the determination of the question as to whether or not there has been any such noncompliance with the contract as to warrant the suspension or annulment thereof, the decision of the District shall be binding on all parties to the contract.

E. MEASUREMENT AND PAYMENT

1. MEASUREMENT AND PAYMENT

Measure of the quantities of work and payments therefore shall be in accordance with Section 9 of the Standard Specifications. In accordance with Subsection 9-3.2 of the Standard Specifications, the monthly payment date shall be the last calendar day of each month. A measurement of work performed and a progress estimate of the value thereof based on the contract and of the monthly payment shall be prepared by the Contractor and submitted to the District before the tenth day of the following month for verification and payment consideration. Each payment application will include all necessary supporting documents including but not limited project status report, updated construction schedule and conditional and unconditional lien releases.

2. FINAL INVOICE AND PAYMENT

Whenever in the opinion of the District, the Contractor shall have completely performed the contract, the District shall notify the Contractor that the contract has been completed in its entirety. The Contractor shall then submit to the District for approval the final invoice. The District shall then cause to be filed in the office of the County Recorder, a Notice of Completion of the work herein agreed to be done by the Contractor.

On the expiration of thirty-five (35) days after the date of recording the Notice of Completion, the District shall pay to the Contractor the amount remaining after deducting from the amount of value stated in the invoice all prior payments to the Contractor and all amounts to be kept and retained under the provisions of the contract, and shall release the Faithful Performance Bond and Labor and Material Bond.

The Contractor may, at Contractor's sole cost and expense, substitute securities equivalent to any monies withheld by the Owner as provided in California Public Contract Code Section 22300. No such substitution shall be accepted until all documents related to such substitution are reviewed and found acceptable by the District.

3. EXTRA WORK

Extra work, when ordered in writing by the District or its authorized representative and accepted by the Contractor, shall be paid for under written change order in accordance with the terms therein provided. Payment for extra work will be made at the unit price or lump sum previously agreed upon between the Contractor and the District.

Contractor will be allowed a cumulative maximum of 15% as mark up on labor and material costs. Contractor will be allowed a maximum of 5% mark up on work performed by lower tier contractors. This will override labor surcharge, mark ups and material mark ups stated in the Standard Specifications.

4. UNPAID CLAIMS

If upon or before the completion of the work herein agreed to be performed or at any time prior to the expiration of the period within which claims of lien may be filed for record as prescribed by the Code of Civil Procedure of the State of California, any person or persons claiming to have performed any labor or furnished any materials, supplies or services towards the performance of completion of this contract or if they have agreed to do so, shall file with the District a verified statement of such claim, or if any person shall bring against the District or any of its agents any action to enforce such claim, the District shall until the discharge thereof, withhold from the moneys that are under its control, as much as shall be sufficient to satisfy and discharge the amount in such notice or under such action claimed to be due, together with the cost thereof; provided, that if the District shall in its discretion permit the Contractor to file such additional bond as is authorized by the Code of Civil Procedure in a penal sum equal to one and one-quarter times the amount of said claim, said money shall not thereafter be withheld on account of such claim.

5. ACCEPTANCE

The parties agree that no certificate given shall be conclusive evidence of the faithful performance of the contract, either in whole or in part, and that no payment shall be construed to be in acceptance of any defective work or improper materials. Further, the certificate or final payment shall not terminate the Contractor's obligations under the warranty here in above. The Contractor agrees that payment of the amount due under the contract and the adjustments and payments due for any work done in accordance with any alterations of the same, shall release the District, the District's Board of Directors, its officers and employees from any and all claims or liability on account of work performed under the contract or any alteration thereof.

F. CONTROL OF WORK

1. AUTHORITY OF THE DISTRICT'S AUTHORIZED REPRESENTATIVE

The District's Authorized Representative shall decide any and all questions that may arise as to the quality and acceptability of materials furnished and work performed as to the manner of performance and rate of progress of the work, and any and all questions, which may arise as to the interpretation of the plans and specifications. The District's Authorized Representative shall likewise decide any and all questions as to the acceptable fulfillment of the contract on the part of the Contractor, and all questions as to claims and compensations. The decision of the District's Authorized Representative shall be final, and he shall have relative authority to enforce and make effective such decisions and an action as the Contractor fails to carry out promptly.

For the purposes of routine and normal supervision and coordination of work, KFPD General Manager Bill Hansell, is the District's Authorized Representative for all work within the scope of this agreement.

2. CONFORMITY WITH PLANS AND ALLOWABLE VARIATION

Finished surfaces shall in all cases conform with the lines, grades, cross-sections and dimensions shown on the plans. Minor deviations from approved plans, whenever required by the exigencies of construction, shall be determined in all cases by the District and authorized in writing.

3. PROGRESS OF THE WORK

The Contractor's working days shall begin on the date stated in the Notice To Proceed which will be issued following the scheduling conference. The Contractor shall diligently prosecute the work to completion before the expiration of the time limit appearing in the specifications.

4. SAMPLES

The Contractor shall furnish all products and materials required to complete the work. All materials and products must be of the specified quality and fully equal to samples, when samples are required. Whenever required, the Contractor shall submit to the District for test, and free of charge, samples of any one of the materials or products proposed to be used in the work. Said samples shall be delivered by the Contractor to the place within the District designated by the District. Rejected materials must be immediately removed from the work by the Contractor and shall not again be brought back to the site.

5. TRADE NAMES AND ALTERNATIVES

For convenience in designation on the plans or in the specifications, certain equipment or articles or materials to be incorporated in the work may be designated under a trade name of manufacturer and the catalog information. The use of an alternative equipment or an article or equipment which is of equal quality and of the required characteristics for the purpose intended will be permitted, subject to the approval of the District, in accordance with the following required by Section 3400 of the Public Contract Code of the State of California:

The burden of proof as to the comparative quality and suitability of alternative equipment or articles or materials shall be upon the Contractor, and Contractor shall furnish, at Contractor's own expense, all information necessary or related thereto as required by the District. The District shall be the sole judge as to the comparative quality and suitability of alternative equipment or articles or materials and the District's decision shall be final. All requests for substitution shall be submitted, together with all documentation necessary for the District to determine equality, within 20 days following the award of the contract.

6. PROTECTION OF WORK

The Contractor shall continuously maintain adequate protection of all Contractor's work from damage, and the District will not be held responsible for the care or protection of any material, equipment or parts of work, except as expressly provided for in the specifications.

7. CONFLICT OF TERMS

The notice to bidders, proposal, plans, specifications and General Provisions are essential parts of the contract for a given project. These documents, together with the necessary bonds and bidder's guarantee, constitute the contract as defined herein, and a requirement included in one document shall be as binding as though included in all, as they are intended to be cooperative and to provide a description of the work to be done. Should there be any conflict or discrepancy between terms used, then the specifications shall govern over plans, and change orders and supplemental agreements shall govern over any other contract document.

8. INTERPRETATION OF PLANS AND SPECIFICATIONS

Should it appear that the work to be done, or any matter relative thereto, is not sufficiently detailed or explained on the plans or in the specifications, the Contractor shall request the District for such further explanation as may be necessary, and shall conform to such explanation or interpretation as part of the contract, so far as may be consistent with the intent of the original specifications. In the event or doubt of questions relative to the true meaning of the specifications, reference shall be made to the District's Board of Directors, whose decision thereon shall be final.

9. INCREASES AND DECREASES OF THE WORK TO BE DONE

The District reserves the right to increase or decrease the quantity of any item or portion of the work described on the plans, the specifications or the proposal form or to omit portions of the work so described, as may be deemed necessary or expedient by the District and the Contractor shall agree not to claim or bring suit for damages, whether for loss of profits or otherwise, on account of any decrease or omission of any kind of work to be done.

10. ALTERATIONS OF THE WORK TO BE DONE

By mutual consent of the parties signatory to the contract, alterations, modifications or deviations from the type of work may be described on the plans, specifications or on the proposal form may be made without in any way making the contract void. The price to be paid by the District to the Contractor for such altered or modified work shall be agreed upon in writing, endorsed upon the original contract and signed by the proper parties to said contract.

Whenever, during the progress of the work, such changes or modifications are deemed necessary by the District and agreed upon, as aforesaid, said deviations shall be considered and treated as though originally contracted for, and shall be subject to all the terms, conditions and provisions of the original contract.

11. EXTRA WORK

New and unforeseen work will be classed as extra work only when said work is not covered and cannot be paid for under any of the various items or combination of items for which a bid price appears on the proposal form. The Contractor shall not do any extra work except upon written order from the District. Compensation for such extra work shall be previously agreed upon in writing between the Contractor and the District.

12. PUBLIC UTILITIES

All of the existing utility facilities except those to be relocated as shown on the plans will remain in place and the contractor will be required to work around said facilities. In case it should be necessary to remove the property of a public utility or franchise, such owner will, upon proper application by the Contractor, be notified by the District to move such property within a reasonable time, and the Contractor shall not interfere with said property until after the expiration of the time specified. The right is reserved to the owners of public utilities or franchises to enter upon the project site for the purpose of making repairs or changes in their property, which may be necessary as a result of the work. The Contractor shall also schedule and allow adequate time for those relocations or modifications necessary for the project by the respective utility owners. Employees and agents of the District shall likewise have the privilege of entering upon the street for the purpose of making any necessary repairs or replacements.

The Contractor shall employ and use only qualified persons, as hereinafter defined, to work in proximity to P. G. & E. secondary, primary and transition facilities. The term "qualified person" shall mean one, who by reason of experience or instruction, is familiar with the operation to be performed and the hazards involved, as more specifically defined in Section 2700 of Title 8 of the California Administrative Code. The Contractor shall take such steps as are necessary to assure compliance by any subcontractors.

13. PROCEDURE IN CASE OF DAMAGE TO PUBLIC PROPERTY

Any portions of curb, gutter, sidewalk or any other District improvement damaged by the Contractor during the course of construction shall be replaced by the Contractor at Contractor's own cost, free of charges to the District. The cost of additional replacement of curb, gutter or sidewalk in excess of the estimated quantities shown in the proposal form and specifications, and found necessary during the process of construction, (but not due to damage resulting from carelessness on the part of the Contractor during Contractor's operation), shall be paid to the Contractor at the unit prices submitted in his bid. For the purposes of this contract, all curb termination stub-outs for traffic signal detectors are considered existing improvements. The Contractor at no cost to the Agency shall replace existing curb termination stub-outs damaged as a result of work required by the Plans and Specifications.

14. REMOVAL OF INTERFERING OBSTRUCTIONS

The Contractor shall remove and dispose of all debris, abandoned structures, tree roots and obstructions of any character met during the process of excavation, it is being understood that the cost of said removals are made a part of the base bid by the Contractor.

15. QUALITY OF MATERIAL

Materials shall be new, and of specified kind and quality, and fully equal to samples when samples are required. When the quality or kind of material or articles shown required under the contract is not particularly specified, the Contractor shall estimate that the District will require articles and materials representing the best of their class or kind or at least equal to the class or quality of similar articles or materials when specified. Materials shall be furnished in such quantities and kinds and at such times as to ensure uninterrupted progress for the work. They shall be stored properly and protected as required. The Contractor shall be entirely responsible for damage or loss by weather or any other cause.

16. REMOVAL OF DEFECTIVE OR UNAUTHORIZED WORK

It is the intent of the specifications that only first-class work, materials and workmanship will be acceptable. All work which is defective in its construction or deficient in any of the requirements of the specifications shall be remedied, or removed and replaced by the Contractor in an acceptable manner, and no compensation will be allowed for such correction. Any work done beyond the lines shown on the plans or established by the District, or any extra work done without written authority will be considered as unauthorized and will not be paid for. Upon failure on the part of the Contractor to comply forthwith with any order of the District made under the provisions of this paragraph, the District shall have authority to cause defective work to be remedied or removed and replaced, and unauthorized work to be removed, and to deduct the costs thereof from any moneys due or to become due the Contractor. If the work is found to be in compliance with these specifications, the District will furnish the Contractor with a certificate to that effect.

17. SUPERVISION

All manufactured products, materials and appliances used and installed and all details of the work shall at all times be subject to the supervision, test and approval of the District or its authorized representatives. The District or its authorized representatives shall have access to the work at all times during construction, and shall be furnished with every reasonable facility for securing full knowledge with regard to the progress, workmanship and character of the materials used or employed in the work.

Whenever the Contractor varies the period during which work is carried on each day, he shall give adequate notice to the District so that proper inspection may be provided. The inspection of the work shall not relieve the Contractor of any of his obligations to fulfill the contract as prescribed. Defective work shall be made good, and unsuitable materials may be rejected, notwithstanding the fact that such defective work and unsuitable materials have previously been accepted or estimated for payment.

18. SOIL COMPACTION TESTING

Any soil compaction testing and certification shall be certified by a Geotechnical Engineer and provided and paid for by the District.

19. PRESERVATION OF PROPERTY

Existing improvements in areas adjoining the property whereon demolition and removal is being performed shall be protected from injury or damage resulting from operations of the Contractor and the Contractor shall be responsible for such damage. In like manner any building, structure, tree, shrub, or other item designated for preservation on the property where demolition and removal is being performed shall be similarly protected and preserved.

20. DUST CONTROL

The Contractor shall provide such dust laying equipment and methods as may be required to protect the fire station and adjacent property from annoyance or damage from dust caused by his operations, and failure to control such dust shall be cause for the District or its authorized representative to stop the work until said dust is controlled, and the Contractor shall have no recourse to collect from the District for any loss of time or expense sustained by him due to such suspension of work.

21. SELECTED MATERIALS

Existing materials excavated within the project limits that meet the specifications for trench backfill, topsoil, or other selected materials may be used to fulfill all or a portion of the requirements for such materials. No additional compensation will be allowed for excavation, stockpiling, overhaul, or placing selected materials encountered in the excavation.

22. SURPLUS MATERIALS

The Contractor shall furnish written consent from the owner of the property where it is intended to dispose of the surplus material. Surplus excavation shall become the property of the Contractor.

23. CLEAN UP

During all phases of construction, the Contractor shall maintain a clean work site; the Contractor shall be responsible for the removal and disposal of all concrete, asphalt, tree roots, and any other debris resulting from the work performed on a daily basis. Full compensation for clean up shall be considered as included in the prices for the various contract items.

24. EQUIPMENT REQUIREMENTS

The Contractor shall provide a lead car with a "Wide Load" warning sign to lead the movement of any equipment exceeding 7 feet in maximum horizontal dimension over any street to the location of the scheduled work site. Equipment will be subject to a fine of one hundred dollars for each violation as determined by the District or its authorized representative. Any other violations shall be subject to the Vehicle Code of the State of California. Full compensation for the cost of furnishing the lead vehicles and adhering to the requirements of this section shall be considered as included in the prices for the various contract items of work, and no additional compensation will be allowed therefore.

25. PROTECTION OF WORK AND PUBLIC

The Contractor shall take all necessary measures to protect work and prevent accidents during any and all phases of the work. The Contractor shall repair all damaged parts of the project as a result of vandalism (i.e., vehicle tracks, footprints, writing, etc.) and will respond to alleged damage to private property and/or vehicles within twenty four (24) hours of notification. If deemed necessary by the District, the Contractor shall repair the defective area in accordance with these Special Provisions.

26. CONTRACTOR'S SUPERINTENDENT AND PROJECT MANAGER

The Contractor shall designate in writing and keep on the work at all times during its process a competent, technically qualified superintendent, who shall not be replaced without written notice to the District or its authorized representative except under extraordinary circumstances. The Contractor's superintendent shall be present at the site of the work at all times while work is in progress. Failure to observe this requirement shall be considered as suspension of the work by the Contractor until such time as such superintendent is again present at the site. The District or its authorized representative shall have the right, at any time, to direct a change in the Contractor's superintendent, if the performance is unsatisfactory, as determined by the District or its authorized representative, in its sole discretion.

The Contractor shall designate in writing and keep on the work at all times during its process a competent, technically qualified project manager or a Project Engineer, who shall not be replaced without written notice to the District or its authorized representative except under extraordinary circumstances. The Contractor's project manager or Project Engineer shall be responsible for overall administration and coordination of the work. The District or its authorized representative shall have the right, at any time, to direct a change in the Contractor's project manager or project engineer, if the performance is unsatisfactory, as determined by the District or its authorized representative, in its sole discretion.

27. WORK AFTER REGULAR HOURS

Contract will have to get district's approval to perform any work after regular working hours, or work in excess of 8 hours a day, or on Saturday, Sunday, or any legal holiday

28. CONTRACTOR'S DAILY REPORTS

The Contractor shall complete consecutively numbered legible daily reports indicating the number of people working, their names, a narrative description of work performed, the individual locations of the work, serviceable major equipment in use, serviceable major equipment idled, serviceable major equipment down for repairs, sub-contractors working at site, weather conditions, temperature, start time, finish time, and the date. The Contractor's Superintendent shall sign each report. The daily report shall be completed on forms prepared by the Contractor and acceptable to the District or its authorized representative. The Contractor shall distribute copies to the District or its authorized representative at either the conclusion of each workday or prior to the start of work the next day. No progress payments will be processed or made to the Contractor unless all daily reports are completed to the date of submittal of application for payment.

REQUEST FOR WORKING DAYS

The Contractor shall notify the District or its authorized representative separately in writing within 7 calendar days after the occurrence of a delay, when the Contractor believes that it is entitled to an additional working day per any day the Contractor is prevented from working at the beginning of the workday, for cause defined in Section 6-6.1 of the Standard Specifications, or any day the Contractor is prevented from working during the first 5 hours with at least 60 percent of the normal work force for cause as defined in Section 6-6.1 of the Standard Specifications. The Contractor's failure to give written notice in the time period specified above shall constitute a waiver of all claims for an additional work day, whether direct or consequential in nature and that day will be counted as a working day. Upon receipt of the Contractor's written request, the District or its authorized representative will then make a determination of whether the day or days the Contractor is requesting shall be counted as working days.

29. DEFECTIVE MATERIALS

All materials not conforming to the requirements of these specifications shall be considered as defective, and all such materials shall be removed immediately from the site of the work unless otherwise permitted by the District. Upon failure on the part of the Contractor to comply with any order by the District made under the provisions of this article, the District shall have the authority to remove and replace defective material and to deduct the cost of removal and replacement from any moneys due or to become due to the Contractor.

30. SOUND AND VIBRATION CONTROL REQUIREMENTS

The Contractor shall comply with all local sound control and noise level rules, regulations and ordinances. No internal combustion engine shall operate on the project without a muffler of the type recommended by the manufacturer. Should any muffler or other control device sustain damage, the Contractor shall promptly remove the equipment and shall not return said equipment to the job until the device is repaired or replaced. Said noise and vibration level requirements shall apply to all equipment on the job or related to the job, including, but not limited to truck, transit mixers or transit equipment that may or may not be owned by the Contractor.

31. AIR POLLUTION CONTROL

Contractor shall comply with all applicable air pollution control rules, regulations, ordinances and statutes. All containers of paint, thinner, curing compound, solvent or liquid asphalt shall be labeled to indicate the contents, fully complying with the applicable material requirements.

32. FINAL CLEANING UP

Upon completion of the project and before making application to the District for acceptance of the work, the Contractor shall clean all the streets and ground occupied by Contractor in connection with the project, of all rubbish, debris, excess material, temporary structures and equipment, leaving the entire site of the work in a neat and presentable condition.

33. CONTRACTOR'S REQUEST FOR FINAL INSPECTION

When the Contractor believes all the contract work is complete in all parts and requirements, the Contractor will notify the District or its authorized representative in writing.

After the District receives the Contractor's notice, the District or its authorized representative will review the Contractor's work for substantial performance with the contract documents. If the District or its authorized representative deems the work substantially performed, the District will prepare a list of any minor remaining items of work to be completed. The Contractor shall complete all work on the list to the satisfaction of the District or its authorized representative within 30 calendar days after the date of the list or the Contractor waives any and all claims to all monies withheld by the District under the Contract to cover the value of all such uncompleted or uncorrected items, including any additional engineering, administration, or inspection costs. If the work was not substantially performed, working days will continue to accrue against the Contractor.

34. RESOLUTION OF PUBLIC WORKS CLAIMS

This contract is subject to the provisions of Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the California Public Contract Code regarding the resolution of public works claims of less than \$375,000. Article 1.5 mandates certain procedures for the filing of claims and supporting documentation by the contractor, for the response to such claims by the contracting public agency, for a mandatory meet and confer conference upon the request of the contractor, for mandatory judicial arbitration upon the failure to resolve the dispute through mediation. This contract hereby incorporates the provisions of Article 1.5 as through fully set forth herein.

35. TRENCHES AND EXCAVATIONS

In accordance with Public Contract Code Section 7104, whenever the digging of trenches or other excavations extend deeper than 4 feet below the surface, the Contractor shall promptly, and before the following conditions are disturbed, notify the District in writing of any: 1) Material that the Contractor believed may be material that is hazardous waste, as defined in Health and Safety Code Section 25117, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; 2) Subsurface or latent physical conditions at the site differing from those indicated; or 3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract. The District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work, the District shall issue a change order under the procedures described in the General Provisions and Standard Specifications. In the unlikely event that a dispute arises between the District and the Contractor regarding whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties. Where applicable, Contractor shall comply with the trench or excavation permit requirement found in Labor Code Section 6500 and the excavation safety requirements found in Labor Code Section 6705.

END OF SECTION

SPECIAL PROVISIONS (SECTION II)

A. GENERAL PROJECT INFORMATION

1. REQUIREMENTS

All work embraced herein shall be accomplished in accordance with the applicable portions of the Caltrans Standard Specifications latest edition, herein referred to as "Standard Specifications", except as modified by these Special Provisions and the Project Plans.

In addition to the above, the Contractor shall comply with the requirements of the following:

- (a) Notice Inviting Sealed Bids
- (b) Instructions to Bidders
- (c) Proposal
- (d) Bid Bond
- (e) Information Required of Bidders
- (f) Contract Agreement
- (g) Faithful Performance Bond
- (h) Labor and Material Bond
- (i) Statement Acknowledging Penal and Civil Penalties Concerning the Contractor's Licensing Laws.
- (j) Insurance

2. DEFINITION OF TERMS

Wherever in the "Standard Specifications" terms are used, they shall be understood to mean and refer to the following:

District & Owner – Kensington Fire Protection District

Board – Board of Directors, Kensington Fire Protection District

District Representative – Bill Hansell

Notice to Contractors - Notice Inviting Sealed Bids

Contractor – Bidder who signs the Contractual Agreement for the project

Contract – Both the project Contract Documents and the Contractual Agreement signed by the Contractor

Architect – The person holding a valid state Architect's license, whose firm has been designated within the Contract Documents as the Architect of Record to provide architectural services on this project

3. PROJECT PLANS

The location of the work, its general nature, extent, form and detail of the various features are listed as a part of these Specifications and Plans.

4. SCOPE OF WORK

The renovation work includes but is not limited to: seismic retrofitting of the structure, the interior remodel of the work and living quarters for fire personnel (dormitories, bathrooms, restrooms, kitchen, dining, day room, offices and a multi-purpose room); upgrades to apparatus garage areas and support spaces; new mechanical, electrical, plumbing, fire protection and lighting systems; new foundation systems, new partial roof, site improvements; exterior envelope siding replacement, new windows and doors, and accessibility compliance upgrades such as an elevator and wheelchair lift, as defined by the project documents.

5. NOTICE TO PROCEED

Upon award of this contract and signing the contract documents, the District shall issue the Contractor a Notice to Proceed. Contract period shall commence on the date in the Notice to Proceed. Contractor to start work within 10 working days of receipt of Notice to Proceed. Working days are defined as Monday through Friday with the exception of legal holidays.

The District will not authorize any work to be done before the contract agreement has been fully executed; and any work that is done by the contractor in advance of such time shall be considered as being done at Contractor's own risk and responsibility.

In the event that the District shall be of the opinion that the work is being inadequately or improperly executed in any respect, he/she may demand that the Contractor improve or change the execution of the work in such manner as to assure proper and timely completion.

6. UTILITIES

The Contractor shall exercise due care to ensure that utility facilities are not damaged during his/her operations. The Contractor shall notify the all necessary utility companies prior to the beginning of any work.

7. STREET/PATHWAY CLOSURES

Contractor shall be responsible for securing closure of all streets, roadways and pathways necessary for completion of the work.

8. CONFERENCE

The Contractor shall attend a preconstruction meeting with the District, which shall be held a minimum of **five (5) working days** prior to commencement of any work. The Contractor shall submit a preliminary schedule, schedule of values, site specific safety plan, project staff information and submittal schedule to the District for approval a minimum of **two (2) working days** prior to the pre-construction conference.

9. PUBLIC CONVENIENCE AND SAFETY

Attention is directed to Section 7-10 of the Standard Specifications and the Manual on Uniform Traffic Control Devices – Latest Edition (MUTCD), published by the Federal Highway Administration (FHWA) and current California Department of Transportation (Caltrans) Supplement(s).

Traffic Control

General: Traffic control shall conform to the MUTCD and current Caltrans Supplement(s). Minor deviations from the traffic requirements of this section, which do not significantly change the cost of the work, may be permitted upon the written request of the Contractor, if in the opinion of the Engineer public traffic will be better served as the work is expedited. Such deviations shall not be adopted until the Engineer has indicated his written approval. All other modifications will be made by contract change order.

The Contractor shall provide all markers, signs, delineators and crash cushions necessary to ensure the safe passage of traffic through the work zone.

Lane Closure Restriction: The Contractor shall maintain a minimum of one lane of traffic open at all times. The minimum width of a traffic lane shall not be less than 10 feet. Flashing Arrow Boards shall be required.

Flagging: The Contractor shall furnish at his expense and with no extra cost to the District such flagmen and guards as are necessary to give adequate warning to the public that roadway work is underway and of any dangerous conditions. Flagmen shall perform their duties and be provided with equipment in accordance with current applicable provisions of the MUTCD and current Caltrans supplement(s). The equipment shall be furnished, kept clean and in good repair by the Contractor at his own expense. The Contractor shall furnish, erect, maintain and regularly inspect barricades, lights, signs and other devices as are necessary to prevent accidents and avoid damage or injury to the public. These devices shall conform to the requirements set forth in the current MUTCD and current Caltrans Supplement(s). Any painted graffiti, vandalized, or otherwise damaged signs or equipment shall be immediately replaced.

All street closures, flagging arrangements, detours and traffic signing, including special signs, must be approved by the District at least ten (10) working days prior to such closures. Public notification signs shall be approved by the District and installed at that time.

Pathway: If work is to be conducted in the vicinity of a pathway the Contractor to provide pedestrians with a safe walkway around the construction zone.

Access: The District shall provide the Contractor access to private property when the work requires such access.

Traffic Control Plans: **10 working days** prior to commencement of any work, the Contractor shall submit to the District a Traffic Control Plan for all of the various phases of construction. Said plan shall follow the requirements of Section 7-10 of the Standard Specifications and the MUTCD and current Caltrans Supplement(s).

Full compensation for conforming to the requirements of Section 7-10 of the Standard Specifications, the MUTCD and current Caltrans Supplement(s) and these Special Provisions not otherwise provided for, shall be considered as included in the prices paid for the various contract items of work, and no additional compensation will be allowed thereof.

10. SANITARY CONVENIENCE

Necessary sanitary facilities for the use of workers on the job shall be provided and maintained in an approved manner by the Contractor, properly secluded from public observation and in compliance with health ordinances, laws and regulations, and their use shall be strictly enforced by the Contractor. Any workman, who fails to use the sanitary facilities as intended, shall be removed from the project site permanently at the sole discretion of the Engineer.

11. CONSTRUCTION YARD

It shall be the Contractor's responsibility to locate any storage sites for materials and equipment needed and such sites either located on public or private property must be approved in advance by the District or its authorized representative. If permission is given to use a District site, the Contractor shall repair any damage as a result of his operations and any repairs will restore the site to **new** and not pre-existing conditions.

When storage sites are to be on located upon private property, the Contractor shall submit to the District or its authorized representative, written approval from the record owner authorizing the use of the property by the Contractor. The Contractor shall contact the District to determine if using the site as a stockpile area is allowed. After the project is complete, the Contractor shall supply a written release signed by the owner of record that said property has been satisfactorily restored in order to provide assurance to the District that no later property owner claims will be filed by residents whose property has allegedly damaged by the Contractor and not repaired to their satisfaction.

12. EQUIPMENT REQUIREMENTS

Contractor shall furnish all equipment required to safely complete the work and avoid, if possible, conducting any on-site maintenance or repair of said equipment. Necessary minor maintenance may be conducted on site; however, all maintenance and/or repairs shall be completed Monday through Friday during regular work hours. Fueling and minor maintenance shall be in compliance with the National Pollutant Discharge Elimination System ("NPDES") requirements.

All equipment shall be in good repair. Equipment from which leaks of oil, hydraulic fluids, coolant, etc., are observed shall be removed from service until the necessary repairs have been completed.

13. PRESERVATION OF PROPERTY

Existing improvements in areas adjoining the locations whereon construction activities are being performed shall be protected from injury or damage resulting from operations of the Contractor. In like manner any building, structure, tree, shrub, or other item in the vicinity of the Contractor's operation, shall be similarly protected and preserved. Vegetation cleared

during site preparation shall become the property of the Contractor and shall be removed from the area unless otherwise directed by the District.

14. NPDES COMPLIANCE/WATER POLLUTION CONTROL

Water pollution control shall consist of constructing those facilities specified by these Contract Documents, required by law, or as ordered by the District or its authorized representative. Said work is intended to provide prevention, control and abatement of water pollution to streams, oceans and other bodies of water. Full compensation for conforming to the requirements in this entire section shall be considered as included in the prices paid for the various contract items of work, and no additional compensation will be allowed therefore.

Housekeeping/Cleanup: The Contractor shall prevent pollution of stormwater from cleanup and disposal operations by using good housekeeping methods. When fluids or dry materials spill, cleanup should be immediate, thorough, and routine. The Contractor shall never attempt to wash them away with water, or bury them. The Contractor shall report significant spills to the appropriate spill response agencies immediately. The Contractor shall recognize that different types of materials have different disposal requirements and follow appropriate practices. The Contractor shall confine non-hazardous debris to dumpsters, covered at night or during wet weather, and taken to a landfill for recycling or disposal. The Contractor shall handle hazardous debris in accordance with specific laws and regulations and dispose of as a hazardous waste. A separate permit is required. Common hazardous debris found on construction sites include, but are not limited to: liquid residues from paints, thinners, solvents, glues, and cleaning fluids, leaching agents from lumber such as formaldehyde, arsenic, copper, creosote and chromium, motor oil, gear oil, antifreeze fluids, brake fluids, etc., unused pesticides.

Sanitary Waste Management: The Contractor shall prevent the discharge of sanitary waste to stormwater by providing convenient, properly located, well maintained facilities. The Contractor shall hire a licensed portable sanitary facility leasing company which will clean the facilities regularly and keep them in good working order. The Contractor shall make sure that portable sanitary facilities are located on relatively level ground away from traffic areas, drainage courses, and storm drain courses, and storm drain inlets. The Contractor shall regularly inspect the facilities for any leaks, and have defective units replaced.

Vehicle and Equipment Management: The Contractor shall use and maintain construction vehicles and equipment in a manner that prevent leaks and spills of fluids, contain wash waters, and control off-site tracking. The Contractor shall not allow leaking vehicles and equipment on-site and shall inspect equipment and vehicles frequently for leaks and repair them immediately. The Contractor shall clean up spills and leaks promptly with absorbent materials, and shall not flush with water.

The Contractor shall fuel, maintain, and repair vehicles and equipment off-site whenever possible, and on-site only in designated areas. The Contractor shall prevent run-on and run-off from designated areas, provide containment devices and cover if necessary.

The Contractor shall wash vehicles and equipment on-site in designated, contained areas, allowing wash waters to infiltrate into the ground. The Contractor shall use phosphate-free, biodegradable soaps, and steam clean in confined areas only.

When not in use, the Contractor shall store equipment and vehicles in designated, contained areas and place drip pans and absorbent material under stored equipment that is prone to leaking and dripping (e.g. paving equipment).

If the Contractor must drain and replace motor oil, radiator coolant, or other fluids on-site, use drip pans or drop cloths to catch drips and spills. The Contractor shall collect all spent fluids, store in separate containers, and recycle whenever possible. Note: For recycling purposes, such liquids must not be mixed with other fluids. Non-recycled fluids generally must be disposed of as hazardous waste.

Surface and Subsurface Water Control: The Contractor shall prevent or reduce the discharge of pollutants to stormwater from surface and subsurface water control operations by using the following methods:

For surface water control operations where the flow is routed to bypass the construction area, establish stable (erosion resistant) conveyance routes for the diverted flow. Trap any significant sediment (e.g., mud) generated by the rerouted flow in a sediment trap, filtering berm, or basin.

In subsurface pumping or other subsurface water control operations where significant amounts of sediment (e.g., mud) are present in the removed water, capture the sediment in a sediment trap, filtering berm, or basin.

If a sediment trap or basin is required for the surface or subsurface water control operations, the facility should be designed such that the sediment is settled or trapped in the facility prior to discharging of the water.

In areas suspected of groundwater pollution, sample the groundwater near the excavation/pumping site and have the water tested for known or suspected pollutants at a certified laboratory.

Any proposed discharge of groundwater may be subject to requirements of the Regional Water Quality Control Board if water is discharged to groundwater or land.

Concrete and Mortar Products: The Contractor shall prevent or reduce the discharge of pollutants to stormwater from concrete waste by conducting washout at appropriate off-site locations, performing on-site washout in a designated area, and training employees and subcontractors.

The Contractor shall store and mix dry and wet materials either off-site or under cover, away from drainage areas.

For washout of concrete trucks the Contractor shall provide appropriate off-site locations or designated contained areas, at least 50 feet away from storm drains, open ditches, streets, or streams.

The Contractor shall prevent run-off from designated washout areas by constructing a temporary pit or bermed area large enough for liquid and solid waste. When concrete sets, breakup and dispose of it in construction fills per direction of soils engineer or as solid waste or recycle.

The Contractor shall inform concrete suppliers of the designated washout locations and disposal sites for concrete and mortar products.

Asphalt and Bituminous Products: Dispose of old asphalt properly. Collect and remove all broken asphalt from the site and recycle whenever possible. Do not dispose of asphalt products into waterways. Follow the stormwater permitting requirements for industrial activities if paving involves an on-site mixing plant.

Construction Water: The Contractor shall reduce or eliminate excessive construction water that may cause erosion and carry pollutants from the site. The Contractor shall:

Store construction water in leak proof tanks, located away from the drainage system. Use construction water conservatively. Whenever possible, dispose of excess water on-site, by allowing it to soak into the ground.

Saw Cut Slurry: Saw cut slurry contains pollutants that must be contained and disposed of properly. The Contractor shall: Prevent saw cut slurry from entering catch basins, manholes and storm drains. Direct slurry into a temporary pit. Dispose of by shoveling or vacuuming the slurry into a truck and removing from the site. Place drip pans or absorbent materials under saw cutting equipment when not in use. Clean up spills with absorbent materials rather than burying. Dispose of absorbent material properly.

Except as otherwise provided in the Standard Specifications or elsewhere in these Special Provisions, full compensation for conforming to the requirements in this section shall be considered as included in the prices paid for the various contract items of work, and no additional compensation will be allowed therefore.

15. SAFETY, SANITARY AND MEDICAL REQUIREMENTS

The Contractor, his employees, his subcontractors and their employees shall promptly and fully carry out the existing safety, sanitary and medical requirements as may from time to time be prescribed by the Industrial Safety Commission and by County or State Health Departments to the end that proper work shall be done and the safety and health of the employees and of the community may be conserved and safeguarded. In case the Contractor does not observe any such regulations and orders, the District at the Contractor's expense may enforce them.

16. ELECTRICAL POWER

Unless otherwise provided in the Special Provisions, the Contractor shall provide, at his own expense, all necessary electrical power required for his operations under the contract.

17. PROTECTION OF UNDERGROUND FACILITIES

Attention is directed to the possible existence of underground facilities not known to the owner or in a location different from that, which maybe indicated on the plans, or in these Special Provisions. The Contractor shall take steps to ascertain the exact location of all underground facilities prior to doing work that may damage such facilities or interfere with their service. If the Contractor discovers underground facilities not indicated on the Plans or in these Special Provisions, he shall immediately give the District written notification of the existence of such facilities. Such facilities shall be protected from damage as directed by the District and the Contractor will be paid for such work as extra work as provided in Section 3-3 of the Standard Specifications.

18. AIR POLLUTION CONTROL

Section 7-8.2, "Air Pollution," of the Standard Specifications is supplemented by the following:

The Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes which apply to any work performed pursuant to the contract, including any air pollution control rules, regulations, ordinances and statutes specified in Section 11017 of the Government Code.

In the absence of any applicable air pollution control rules, regulations, ordinances or statutes governing solvents, all solvents including, but not limited to the solvent portions of paints, thinners, curing compounds, and liquid asphalt used on the project shall comply with the applicable material requirements of the Bay Area Air Quality Management District. All containers of paint, thinner, curing compound or liquid asphalt shall be labeled to indicate that the contents fully comply with said requirements.

19. PROJECT APPEARANCE

The Contractor shall maintain a neat appearance to the work. **The project streets and any streets adversely affected by the Contractor's activities shall be kept clean at all times.**

A motorized vacuum sweeper is required pursuant to the second paragraph of Subsection 7-8.1 of the Standard Specifications.

In any area visible to the public, the following shall apply: When practicable, broken concrete and debris developed shall be disposed of concurrently with its removal. If stockpiling is required, the material shall be placed in an area, which does not impact, public or private landscaping or irrigation and the material shall be removed or disposed of daily.

Should the Contractor appear to be neglectful or negligent in maintaining a clean project site, the District may direct the Contractor's attention to the existence of such condition(s). The Contractor shall provide all necessary measures immediately, at his expense. If attention is directed to the existence of such condition(s), and the Contractor fails to provide an appropriate remedy, any expense incurred by the District for providing correcting actions may be deducted from the pay estimates and the total contract price for the work, including a Fifty Dollar (\$50.00) penalty per calendar day the condition(s) exist from date of notification.

Full compensation for conforming to the provisions in this section not otherwise provided for shall be considered as included in prices paid for the various contract items of work involved, and no additional compensation will be allowed therefore.

20. WORK HOURS

The Contractor's working hours shall be limited to the hours between 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding those District holidays listed in Section II.A.5 of the Special Provision on page SP-2. Deviation from normal working hours will not be allowed without prior consent of the District.

In the event work is allowed by the District outside of the normal working hours, at the request of and for the benefit of the Contractor, inspection service fees shall be levied against the Contractor at a rate of \$84.00 per hour, plus travel time where applicable. The above charge may also be levied if inspection services are deemed necessary by the District as a matter of public safety or to otherwise ensure the quality of the work.

If work is permitted after sunset, the Contractor shall provide, at its expense, adequate light for proper prosecution of the work for the safety of the workmen and the public, and for proper inspection.

21. CONSTRUCTION STAKING

Contractor shall be required to provide any and all necessary construction staking required to construct the project. The Contractor shall be responsible for hiring a licensed land surveyor or a civil engineer authorized to survey, to provide a layout and construction staking of all improvements being constructed as part of this project. The contractor shall provide the District with cut sheets at least 24 hours prior to proceeding with new work.

Payment

Full Compensation for this item shall be considered included in the various bid items of this project and therefore, no additional compensation shall be allowed.

END OF SECTION

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CHECKLIST FOR BIDDERS

The following information is required of all Bidders and are to be submitted with the bid:

- _____ Signed Proposal Sheet
- _____ Completed Bid Sheet(s) and bid schedule
- _____ Acknowledgement of each addendum issued by the District, if any, with complete signed and dated copies of each addendum attached
- _____ Executed Statement Acknowledging Penal and Civil Penalties Concerning the Contractor's Licensing Law
- _____ Designation of Subcontractors
- _____ Bid Security
- _____ Non-Collusion Affidavit

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PROPOSAL

Kensington Fire Protection District Public Safety Building Seismic Renovation

TO THE KENSINGTON FIRE PROTECTION DISTRICT

The undersigned, as bidder, declares that: (1) this proposal is made without collusion with any other person, firm or corporation, and that the only persons or parties interested as principals are those named herein; (2) bidder has carefully examined the project plans, specifications, instructions to bidders, proposal, notice to contractors and all other information furnished therefore and the site of the proposed work; (3) bidder has investigated and is satisfied as to the conditions to be encountered, the character, quality and quantities of work to be performed and materials to be furnished. Furthermore, bidder agrees that submission of this proposal shall be conclusive evidence that such examination and investigation have been made and agrees, in the event this contract be awarded to bidder, to enter into a contract with the KENSINGTON FIRE PROTECTION DISTRICT, to perform said proposed work in accordance with the plans, if any, and the terms of the specifications, in the time and manner therein prescribed, and to furnish or provide all materials, labor, tools, equipment, apparatus and other means necessary so to do, except such thereof as may otherwise be furnished or provided under the terms of said specifications, for the following stated unit prices or lump-sum price as submitted on the Schedule attached hereto:

Accompanying this proposal is _____ (Insert "\$ _____ cash," "Cashier's Check," "certified check," or "Bid Bond," as the case may be) in the amount equal to at least ten percent (10%) of the bid price.

The undersigned further agrees that should he/she be awarded the contract on the basis hereof and thereafter, defaults in executing the required contract, with necessary bonds and documents, within fifteen (15) working days, after having received notice that the contract has been awarded and is ready for signature, the proceeds of the security accompanying his bid shall become the property of the KENSINGTON FIRE PROTECTION DISTRICT and this proposal and the acceptance thereof may be considered null and void.

Licensed in accordance with an act providing for the registration of contractors, California Contractor's License No. _____, Class _____, Expiration Date _____.
DIR# _____

Signature(s) of bidder: _____

If an individual, so state. If a firm or co-partnership, state the firm name and give the names of all individual co-partners composing the firm. If a corporation, state legal name of corporation, also names of president, secretary, treasurer, and manager thereof. Two notarized officer's signatures and the corporate seal are required for corporations.

Legal Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Proposals which do not show the number and date of the Bidder's License under the provisions of Chapter 9 of Division 3 of the Business & Professional Code will be rejected. To be submitted with each bid to contract for:

Kensington Fire Protection District Public Safety Building Seismic Renovation.

Bid Date _____

This information must include all construction work undertaken in the State of California by the bidder and partnership joint venture or corporation that any principal of the bidder participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of bid submittal. Separate information shall be submitted for each particular partnership, joint venture, corporate or individual bidder. The bidder may attach any additional information or explanation of data which bidder would like to be taken into consideration in evaluating the safety record. An explanation must be attached of the circumstances surrounding any and all fatalities.

KENSINGTON FIRE PROTECTION DISTRICT

BID SCHEDULE – INCOMPLETE DRAFT FOR EXAMPLE

NOTE: THIS SCHEDULE WILL BE DEFINED IN A SUBSEQUENT ADDENDUM.

NAME OF COMPANY: _____

To the Kensington Fire Protection District and its Board of Directors:

In compliance with the Notice Inviting Sealed Bids, the undersigned hereby agrees to enter into a contract to furnish all labor, materials, equipment and supplies for the project identified as **Public Safety Building Seismic Renovation** in accordance with the specifications and plans in the Contract Documents which are on file with the District to the satisfaction and under the direction of the District at the following prices:

Item	Description	Quantity	Unit	Total Amount
1	To Be Identified in Subsequent Addenda	1	LS	
2	To Be Identified in Subsequent Addenda	1	LS	
3	To Be Identified in Subsequent Addenda	1	LS	
4	To Be Identified in Subsequent Addenda	1	LS	
5	To Be Identified in Subsequent Addenda	1	LS	
6	To Be Identified in Subsequent Addenda	1	LS	
7	To Be Identified in Subsequent Addenda	1	LS	
8	To Be Identified in Subsequent Addenda	1	LS	
9	To Be Identified in Subsequent Addenda	1	LS	
10	To Be Identified in Subsequent Addenda	1	LS	
Base Bid Grand Total:				

BASE BID TOTAL AMOUNT IN WORDS: _____

Bid schedule is provided for reference only. Bidder’s base bid price should include costs for all the scope on the bid documents and addendums.

Bidder acknowledges receipt of the following addendum(s), cost of which is included in the base bid:

<u>Addendums</u>	<u>Date</u>	<u>Initial</u>

The undersigned further agrees to deliver and to complete the work within **365 working days**, from the date of issuance, by the District, of notice to proceed with the work, and within **15 days** of the date of mailing of the notice of award, to enter into and execute and provide to the District the necessary contract with the necessary bonds and other required documents, and in case of default in executing the necessary contract within the time fixed by the Instructions to Bidders, the bidder's security accompanying this bid shall become the property of and be forfeited to the District

Prime Contractor _____

DIR # _____

License # _____ Expiration Date _____

Contractors License number and expiration date are herein stated under penalty of perjury.

By: _____ Title: _____

Dated this _____ day of _____, 20_____

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**STATEMENT ACKNOWLEDGING PENAL AND CIVIL PENALTIES
CONCERNING THE CONTRACTORS' LICENSING LAWS
[Business & Professions Code 7028.15]
[Public Contract Code 20103.5]**

I, the undersigned, certify that I am aware of the following provisions of California law and that I, or the entity on whose behalf this certification is given, hold a currently valid California contractor's license as set forth below:

Business & Professions Code 7028.15:

(a) **It is a misdemeanor for any person to submit a bid to a public agency in order to engage in the business or act in the capacity of a contractor within this state without having a license therefore**, except in any of the following cases:

- (1) The person is particularly exempted from this chapter.
- (2) The bid is submitted on a state project governed by Section 10164 of the Public Contract Code or on any local agency project governed by Section 20103.5 of the Public Contract Code.

(b) If a person has been previously convicted of the offense described in this section, the court shall impose a fine of 20 percent of the price of the contract under which the unlicensed person performed contracting work, or four thousand five hundred dollars (\$4,500), whichever is greater, or imprisonment in the county jail for not less than 10 days nor more than six months, or both.

In the event the person performing the contracting work has agreed to furnish materials and labor on an hourly basis, "the price of the contract" for the purposes of this subdivision means the aggregate sum of the cost of materials and labor furnished and the cost of completing the work to be performed.

- (c) This section shall not apply to a joint venture license, as required by Section 7029.1. However, at the time of making a bid as a joint venture, each person submitting the bid shall be subject to this section with respect to his or her individual licensure.
- (d) This section shall not affect the right or ability of a licensed architect, land surveyor, or registered professional engineer to form joint ventures with licensed contractor to render services within the scope of their respective practices.
- (e) Unless one of the foregoing exceptions applies, a bid submitted to a public agency by a contractor who is not licensed in accordance with this chapter shall be considered non-responsive and shall be rejected by the public agency. Unless one of the foregoing exceptions applies, a local public agency shall, before awarding a contract or issuing a purchase order, verify that the contractor was properly licensed when the contractor submitted the bid. Notwithstanding any other provision of law, unless one of the foregoing exceptions applies, the registrar may issue a citation to any public officer or employee of a public entity who knowingly awards a contract or issues a purchase order to a contractor who is not licensed pursuant to this chapter. The amount of civil penalties, appeal, and finality of such citations shall be subject to Sections 7028.7 to

7028.13 inclusive. **Any contract awarded to, or any purchase order issued to, a contractor who is not licensed pursuant to this chapter is void.**

- (f) Any compliance or noncompliance with subdivision (e) of this section, as added by Chapter 863 of the Statutes of 1989, shall not invalidate any contract or bid awarded by a public agency during which time that subdivision was in effect.
- (g) A public employee or officer shall not be subject to a citation pursuant to this section if the public employee, officer, or employing agency made an inquiry to the board for the purposes of verifying the license status of any person or contractor and the board failed to respond to the inquiry within three business days. For purposes of this section, a telephone response by the board shall be deemed sufficient.

Public Contract Code 20103.5:

In all contracts subject to this part where federal funds are involved, no bid submitted shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of this state. However, at the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this state. The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the agency that the records of the Contractor's State License Board indicate that the contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law including, but not limited to, any appropriate disciplinary action by the Contractor's State License Board. The agency shall include a statement to that effect in the standard form of prequalification questionnaire and financial statement. Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.

License No.: _____

Class: : _____

Expiration Date: _____

DIR# : _____

Date: _____

Signature: _____

DESIGNATION OF SUBCONTRACTORS

[Public Contract Code section 4104]

Public Contract Code section 4104 provides as follows:

Any officer, department, board or commission taking bids for the construction of any public work or improvement shall provide in the specifications prepared for the work or improvement or in the general conditions under which bids will be received for the doing of the work incident to the public work or improvement that any person making a bid or offer to perform the work, shall, in his or her bid or offer, set forth:

(a)(1) The name and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater.

(2)(A) Subject to subparagraph (B), any information requested by the officer, department, board, or commission concerning any subcontractor who the prime contractor is required to list under this subdivision, other than the subcontractor's name and location of business, may be submitted by the prime contractor up to 24 hours after the deadline established by the officer, department, board, or commission for receipt of bids by prime contractors.

(B) A state or local agency may implement subparagraph (A) at its option.

(b) The portion of the work that will be done by each subcontractor under this act. The prime contractor shall list only one subcontractor for each portion as is defined by the prime contractor in his or her bid.

FORM A-1

**KENSINGTON FIRE PROTECTION DISTRICT
PUBLIC SAFETY BUILDING SEISMIC RENOVATION
BIDDER STATEMENT OF SUBCONTRACTOR
(Attach Additional Sheets if needed)**

Subcontractor's Name, Address, Contact Information	DIR #	License #	Proposed Scope

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BID BOND

(Bidders must use this form; use of any other bond form may render a bid non-responsive)

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the Kensington Fire Protection District _____

(A Public Agency) , has issued an invitation for bids for the work described as follows: Public Safety Building Seismic Renovation,

WHEREAS _____

(Name and address of Bidder)

(Principal), desires to submit a bid to Public Agency for the work.

WHEREAS, bidders are required under the provisions of the California Public Contract Code to furnish a form of bidder's security with their bid.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

(Surety) a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Public Agency in the penal sum of _____

Dollars (\$ _____), being not less than ten percent (10%) of the total bid price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal is awarded a contract for the work by the Public Agency and, within the time and in the manner required by the bidding specifications, enters into the written form of contract included with bidding specifications, furnishes the required bonds, one to guarantee faithful performance and the other to guarantee payment for labor and materials, and furnishes the required insurance coverages, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs incurred by the Public Agency in the suit and reasonable attorneys' fees in an amount fixed by the court. Surety hereby waives the provisions of California Civil Code Section 2845.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

Principal

Surety

By: _____
Its

By: _____
Its

By: _____
Its

By: _____
Its

(Seal)

(Seal)

Note: This bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

KENSINGTON FIRE PROTECTION DISTRICT
CHECKLIST FOR EXECUTION OF CONSTRUCTION CONTRACT

TO BE SUBMITTED BY SUCCESSFUL BIDDER:

- _____ Two Executed Notarized Copies of the Contract
- _____ Payment Bond in 100% of the Amount of Contract
- _____ Performance Bond in 100% of the Amount of Contract
- _____ General Liability Insurance Certificate in the Amount of \$1 Million, naming the District as an additional insured
- _____ Property Damage Insurance (\$1 Million minimum), naming the District as an additional insured
- _____ Automobile Insurance Certificate in the Amount of \$1 Million, naming the District as an additional insured
- _____ Workers Compensation Certificate (\$1,000,000 minimum)
- _____ Agreement to Comply with California Labor Law Requirements (C-10 Attached)
- _____ Indemnification and Hold Harmless Agreement (C-11 Attached)

Note: The above documents must remain valid during the life of the contract.

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KENSINGTON FIRE PROTECTION DISTRICT

CONTRACT

For

Public Safety Building Seismic Renovation

THIS AGREEMENT is made and entered this _____ day of _____, 2022, by and between the KENSINGTON FIRE PROTECTION DISTRICT, hereinafter referred to as "District" and _____, hereinafter referred to as "Contractor."

WITNESSETH:

WHEREAS, Contractor and Contractor's Surety are providing the bonds attached hereto and incorporated by this reference, and

WHEREAS, District desires to contract with Contractor to perform the services detailed in this contract, including the Proposal, and

WHEREAS, Contractor has represented that it is fully qualified to assume and discharge such responsibility;

NOW, THEREFORE, the parties hereto do agree as follows:

1. Scope of Services. District hereby employs Contractor to perform the work and provide the services and materials for the project identified as: Temporary Fire Station, as described in these Plans and Specifications, attached hereto and incorporated herein by this reference, including miscellaneous appurtenant work. Such work shall be performed in a good and workmanlike manner, under the terms as stated herein and in these Plans and Specifications. In the event of any conflict between the terms of this agreement and any of the above-referenced documents, the terms of this agreement shall be controlling.
2. Compensation. In consideration of the services rendered hereunder, Contractor shall be paid _____ dollars in accordance with the prices as submitted on the Bid Sheet of the Proposal, attached hereto as a part of these Plans and Specifications and in accordance with the Special Provisions.
3. Independent Contractor. It is specifically understood and agreed by all parties hereto that Contractor is, for the purposes of this Agreement, an independent contractor and not an employee of the District. Accordingly, Contractor shall not be deemed the District's employee for any purpose whatsoever. Contractor shall not incur or have the power to incur any debt, obligation or liability whatever for or against District.
4. Assignment. This agreement may not be assigned by Contractor, in whole or in part, without the prior written consent of District.
5. Termination. This Agreement may be canceled by District at any time without penalty upon thirty (30) days' written notice. In the event of termination without fault of Contractor, District shall pay Contractor for all services rendered prior to date of termination, and such payment shall be in full satisfaction of all services rendered hereunder.

6. Worker's Compensation Insurance. California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, the Contractor hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to under take self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

7. Prevailing Wages and General Rate of Per Diem Wages. Pursuant to the Labor Code of the State of California, the Director of Industrial Relations has determined the general prevailing rate of wages and employer payments for health and welfare, vacation, pension and similar purposes applicable to the work to be done. This rate and scale are on file with the District and copies will be made available to any interested party on request. The Contractor to whom the contract is awarded, and the subcontractors under him must pay not less than these rates for this area to all workers employed in the execution of this contract.
8. Dispute resolution is subject to the provision of Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the California Public Contract Code regarding the resolution of public works claims of less than \$375,000. Article 1.5 mandates certain procedures for the filing of claims and supporting documentation by the contractor, for the response to such claims by the contracting public agency, for a mandatory meet and confer conference upon the request of the contractor, for mandatory non-binding mediation in the event of litigation is commenced, and for mandatory judicial arbitration upon the failure to resolve the dispute through mediation. This contract hereby incorporates the provisions of Article 1.5 as though fully set forth herein.
9. Suit; Recovery of Attorney Fees & Costs. Should either party bring any action to protect or enforce its rights hereunder, the prevailing party in such action shall be entitled to recover, in addition to all other relief, its reasonable attorneys fees and court costs.
10. Severability. If any term or provision or portion of a term or provision of this contract is declared invalid or unenforceable by any court of lawful jurisdiction, then the remaining terms and provisions or portions of terms or provisions will not be affected thereby and will remain in full force and effect.

KENSINGTON FIRE PROTECTION DISTRICT
INSTRUCTIONS FOR EXECUTION OF INSTRUMENTS

THIS IS INSTRUCTION ONLY - IT IS NOT TO BE SIGNED OR USED IN CONJUNCTION WITH THE AGREEMENT OR ANY OTHER FORMS THAT MUST BE TURNED INTO THE KENSINGTON FIRE PROTECTION DISTRICT - IT IS SIMPLY A FORMAT TO USE WHEN FILLING OUT DOCUMENTS.

1. By an Individual. The individual must sign the instrument, and if he/she is doing business under a fictitious name, the fictitious name must be set forth. The signature must be acknowledged before a Notary Public, using the proper form of acknowledgment.
2. By a Partnership. The name of the partnership must be set forth followed by the signatures of less than all of the partners will be acceptable only if submitted with evidence of authority to act on behalf of the partnership. The signatures must be acknowledged before a Notary Public, using the proper form of acknowledgment.
3. By a Corporation. The name of the corporation must be set forth, followed by the signatures of the President or Vice President and Secretary or Assistant Secretary. The signatures must be acknowledged before a Notary Public, using in substance the following form of acknowledgment.
4. By a Surety. The name of the surety must be set forth, followed by an authorized signature. The signatures must be acknowledged before a Notary Public, using the proper form of acknowledgment.

STATE OF _____)
) SS.
 COUNTY OF _____)

On _____, 20____, before me, the undersigned, appeared _____ known to me to be the President or Vice President and known to be to be the Secretary or Assistant Secretary of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution.

WITNESS my signature and seal.

Notary Public

(Seal)

INSURANCE REQUIREMENTS FOR KENSINGTON FIRE PROTECTION DISTRICT
Public Works Contract

The Contractor shall at all time during the term of this Agreement carry, maintain, and keep in full force and effect, with an insurance company admitted to do business in California and approved by the District (1) a policy or policies of broad-form comprehensive general liability insurance with minimum limits of \$1,000,000.00 combined single limit coverage against any injury, death, lose, or damage as a result of wrongful or negligent acts by the Contractor, its officers, employees, agents, and independent contractors in performance of services under this Agreement; (2) property damage insurance with a minimum limit of \$1,000,000.00; (3) automotive liability insurance with a minimum combined single limits coverage of \$1,000,000.00; and (4) worker's compensation insurance with a minimum limit of \$1,000,000.00 or the amount required by law, whichever is greater. The District, its officers, employees, attorneys, and volunteers shall be named as additional insureds on the policy(ies) as to comprehensive general liability and property damage.

1. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through addition of additional insureds to the policy) by the insurance carrier without the insurance carrier giving the District thirty (30) day's prior written notice thereof. The Contractor agrees that it will not cancel, reduce or otherwise modify said insurance coverage.
2. The Contractor agrees that if it does not keep the aforesaid insurance in full force and effect, and such insurance is available at a reasonable cost, the District may take out the necessary insurance and pay the premium thereon, and the repayment thereof shall be deemed an obligation of the Contractor and the cost of such insurance may be deducted, at the option of the District, from payments due the Contractor.
3. The Contractor shall submit to the District (1) insurance certificates indicating compliance with the minimum worker's compensation insurance requirements above, and (2) insurance policy endorsements above, not less than one (1) day prior to beginning of performance under this Agreement. Endorsements must be executed on the District's appropriate standard forms entitled "Additional Insured Endorsement," copies of which are attached hereto.

Bond No. _____

**PAYMENT BOND
(LABOR AND MATERIALS)**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the Kensington Fire Protection District (A Public Agency), has awarded to _____

(Name and address of Contractor)

(Principal), a contract (the Contract) for the work described as follows:

Public Safety Building Seismic Renovation

WHEREAS, Principal is required under the terms of the Contract and the California Civil Code to secure the payment of claims of laborers, mechanics, materialmen, and other persons as provided by law.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

(A Surety) a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Public Agency in the penal sum of _____

Dollars (\$ _____), this amount being not less than 100% of the total contract price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, or subcontractors shall fail to pay any of the persons named in Section 3181 of the California Civil Code, or any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to work or labor performed under the Contract, the Surety will pay for the same in an amount not exceeding the penal sum specified in this bond; otherwise, this obligation shall become null and void.

This bond shall inure to the benefit of any of the persons named in Section 3181 of the California Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon the bond. In case suit is brought upon this bond, Surety further agrees to pay all court costs and reasonable attorneys' fees in an amount fixed by the court.

Further, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder. Surety hereby waives the provisions of California Civil Code sections 2845 and 2849.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

Principal

Surety

By: _____
Its

By: _____
Its

By: _____
Its

By: _____
Its

(Seal)

APPROVED AS TO SURETY AND
PRINCIPAL AMOUNT

By: _____
Insurance Administrator

Note: This bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

Bond No. _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the Kensington Fire Protection District (A Public Agency), has awarded to _____

(Name and address of Contractor)

(Principal), a contract (the Contract) for the work described as follows:

Public Safety Building Seismic Renovation

WHEREAS, Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

(A Surety) a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Public Agency in the penal sum of _____

Dollars (\$ _____), this amount being not less than the total contract price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the Contract and any alteration thereof made as therein provided, on the Principal's part to be kept and performed, all within the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and hold harmless the Public Agency, its officers, agents, and others as therein provided, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs and reasonable attorneys' fees in an amount fixed by the court.

FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder. Surety hereby waives the provisions of California Civil Code 2845 and 2849. The District is the principal beneficiary of this bond and has all rights of a party hereto.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

Principal

Surety

By: _____
Its

By: _____
Its

By: _____
Its

By: _____
Its

(Seal)

APPROVED AS TO SURETY AND
PRINCIPAL AMOUNT

By: _____
Insurance Administrator

Note: This bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

WORKER'S COMPENSATION CERTIFICATE OF INSURANCE

WHEREAS, the Kensington Fire Protection District has required certain insurance to be provided by:

NOW THEREFORE, the undersigned insurance company does hereby certify that it has issued the policy or policies described below to the following named insureds and that the same are in force at this time:

- 1. This certificate is issued to:

Kensington Fire Protection District
217 Arlington Avenue, Kensington, CA 94707

- 2. The insureds under such policy or policies are:
-

- 3. Worker's Compensation Policy or Policies in a form approved by the Insurance Commissioner of California covering all operations of the named insureds as follows:

<u>Policy Number</u>	<u>Effective Date</u>	<u>Expiration Date</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

- 4. Said policy or policies shall not be canceled, nor shall there be any reduction in coverage or limits of liability, unless and until thirty days' written notice thereof has been served upon the Kensington Fire Protection District

By: _____
Its Authorized Representative

[INTENTIONALLY LEFT BLANK]

**AGREEMENT TO COMPLY WITH
CALIFORNIA LABOR LAW REQUIREMENTS**

[Labor Code Sections 1720, 1773.9, 1773.11, 1775, 1776, 1777.5, 1813, 1860, 1861, 3700]

The undersigned Contractor certifies that it is aware of and hereby agrees to fully comply with the following provisions of California law:

1. Contractor acknowledges that this contract is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and the awarding public agency (Agency) and agrees to be bound by all the provisions thereof as though set forth in full herein.
2. Contractor agrees to comply with the provisions of California Labor Code Section 1773.9 which requires the payment of per diem wages to each worker needed to execute the work to the extent required by law, as well as California Labor Code Section 1773.11, which requires payment of holiday and overtime wages to each worker needed to execute the work to the extent required by law.
3. Contractor agrees to comply with the provisions of California Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the Agency, forfeit not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under the contract by Contractor or by any subcontractor.
4. Contractor agrees to comply with the provisions of California Labor Code Section 1776 which require Contractor and each subcontractor to (1) keep accurate payroll records, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the Agency of the location of the records. The Contractor is responsible for compliance with Section 1776 by itself and all of its subcontractors.
5. Contractor agrees to comply with the provisions of California Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that Contractor is responsible for compliance with Section 1777.5 by itself and all of its subcontractors.
6. Contractor agrees to comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the Agency, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code.
7. California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Date _____

Signature _____

[INTENTIONALLY LEFT BLANK]

**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AND WAIVER OF
SUBROGATION AND CONTRIBUTION**

Contract/Agreement/License/Permit No. or description: _____

Indemnitor(s) (*list all names*):

To the fullest extent permitted by law, Indemnitor hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless the Kensington Fire Protection District and its elected officials, officers, attorneys, agents, employees, volunteers, successors, and assigns (collectively Indemnitees) from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively Liabilities), arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to any act, failure to act, error, or omission of Indemnitor or any of its officers, agents, servants, employees, subcontractors, materialmen, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to the above-referenced contract, agreement, license, or permit (the Agreement) or the performance or failure to perform any term, provision, covenant, or condition of the Agreement, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against an Indemnitee shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision. Indemnitor shall pay Indemnitees for any attorney's fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' sole negligence or willful misconduct to the limited extent that the underlying Agreement is subject to Civil Code 2782(a) or (b) the contracting public agency's active negligence to the limited extent that the underlying Agreement is subject to Civil Code 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Agreement or any additional insured endorsements which may extend to Indemnitees.

Notwithstanding the foregoing, to the extent that this Agreement includes design professional services under Civil Code Section 2782.8, as may be amended from time to time, such duties of Consultant to indemnify shall only be to the full extent permitted by Civil Code Section 2782.8.

Indemnitor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Indemnitor regardless of any prior, concurrent, or subsequent active or passive negligence by the Indemnitees.

In the event there is more than one person or entity named in the Agreement as an Indemnitor, then all obligations, liabilities, covenants and conditions under this instrument shall be joint and several.

Indemnitor

Name _____

Name _____

By: _____

Its

By: _____

Its

APPENDICES

APPENDIX I
CONTRACT DRAWINGS

APPENDIX II
SPECIFICATIONS