

Boulder Creek Fire Protection District

Request For Proposal

Voluntary Seismic and ADA Station Upgrades

July 14, 2015

BOULDER CREEK FIRE PROTECTION DISTRICT
Voluntary Seismic and ADA Station Upgrade

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BOULDER CREEK FIRE PROTECTION DISTRICT
Voluntary Seismic and ADA Station Upgrade

NOTICE TO CONTRACTORS

Sealed written proposals are invited by the BOULDER CREEK FIRE PROTECTION DISTRICT for:

VOLUNTARY SEISMIC AND ADA STATION UPGRADE
BOULDER CREEK FIRE STATION

In accordance with and as described and provided in the Plans and Specifications thereof and the proposed form of contract thereof, all of which are on file in the District office, and which are made a part hereof.

PLANS AND SPECIFICATIONS

Plans and Specifications may be inspected at the Boulder Creek Fire Protection District office;

Copies of the Plans and Specifications may be accessed at the Boulder Creek Fire Protection District website www.bcfcd.com. Addenda, if any, will be provided free of charge to all registered plan holders.

Bidders will have fully inspected the project site in all particulars and become thoroughly familiar with the terms and conditions of the Plans, Specifications and other contract documents and local conditions affecting the performance and/or costs of the work prior to submitting their bid proposal.

A pre-bid meeting will be held at 1:00 PM on Tuesday, July 28, 2015 at the Boulder Creek Fire Protection District office in Boulder Creek, CA. Attendance at this meeting is recommended but not required.

FILING OF BIDS

All proposals must be filed with the Fire Chief, in the District's offices at 13230 Central Ave., Boulder Creek, CA, 95006, on or before 1:00 PM on August 18, 2015, as set forth in the specifications. The Board of Directors will publicly open and declare the aggregate bid of each bidder, at that time. Bids shall be labeled "Boulder Creek Fire Protection District, Proposal for VOLUNTARY SEISMIC AND ADA STATION UPGRADE, BOULDER CREEK FIRE STATION."

Each bid must be accompanied by cash, a certified check, a cashier's check or a bidder's bond in the sum of not less than 10% of the total aggregate of the bid including all alternates. Checks shall be made payable to the order of the Boulder Creek Fire Protection District. Bonds shall be executed by a surety possessing a valid certificate of authority issued by the California Department of Insurance and shall name the Boulder Creek Fire Protection District as beneficiary. All bids must be addressed to the Fire Chief Kevin McClish, Boulder Creek Fire Protection District and shall bear the title or name of the work to be constructed.

Bid proposals received after the time announced for the opening will not be considered.

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The Boulder Creek Fire Protection District reserves the right to reject any or all bids and to determine which proposal is, in the judgment of the District, the lowest responsible bid of a responsible bidder or group of bidders and which proposal should be accepted in the best interest of the District. The District also reserves the right to waive any informality in any proposal or bid.

DEPOSIT OF SECURITIES IN LIEU OF RETENTION

Pursuant to the terms and conditions set forth in Public Contracts Code Section 22300, the contractor may substitute certain securities for any money withheld by the Boulder Creek Fire Protection District as retention to ensure contractor's performance under the contract. Such substitution of securities in lieu of retention shall be at the contractor's request and at contractor's sole expense. The securities shall be in an amount equivalent to the retention to be released.

PREVAILING WAGES

Attention is called to the fact that, pursuant to Section 1770, 1773, and 1773.1 of the California Labor Code, not less than the general prevailing rate of per diem wages and the general prevailing rates for holiday and overtime work must be paid on this project. Copies of the prevailing rate of per diem wages are on file in the Office of the Purchasing Agent, Room 330, 701 Ocean Street, Santa Cruz, CA 95060 and can be obtained by interested bidders from this office. General Prevailing Wage Rates may also be accessed online at <http://www.dir.ca.gov>.

CONTRACTOR'S LICENSE REQUIREMENTS

All prospective bidders are hereby cautioned that the Contractor's State License Law regulates contractor licensing matters. The Contractor, in its bid proposal, shall be required to disclose its license type, number, and expiration date.

Bidders must have a California Class B "General Building Contractor" license to bid this project. Failure to possess the specified license shall render the bid non-responsive and shall act as a bar to award of the contract to any bidder not possessing said license at the time of the award.

BOND REQUIREMENTS

Bidder's attention is directed to those provisions of the Specifications which require the contractor to whom the contract for the work is awarded, to file with the Fire Chief at the time the contract is executed, a Contractor's Payment Bond and a Bond for Faithful Performance meeting all the requirements of the Specifications and approved by the Boulder Creek Fire Protection District. Bonds shall be executed by a surety possessing a valid certificate of authority issued by the California Department of Insurance and shall name the Boulder Creek Fire Protection District as beneficiary. The Contractor's Faithful Performance Bond shall be for 100% of the contract price. The Contractor's Payment Bond shall be for 100% of the contract price.

BOULDER CREEK FIRE PROTECTION DISTRICT
Voluntary Seismic and ADA Station Upgrade

By order of the Board of Directors of the Boulder Creek Fire Protection District.

DATED: _____
BOULDER CREEK FIRE PROTECTION DISTRICT
Santa Cruz County, California
Kevin McClish Fire Chief

BOULDER CREEK FIRE PROTECTION DISTRICT
Voluntary Seismic and ADA Station Upgrade

PROPOSAL TO BOULDER CREEK FIRE PROTECTION DISTRICT

Name of Bidder:

The representations herein are made under penalty of perjury.

To: The Boulder Creek Fire Protection District, County of Santa Cruz, State of California
("District")

The undersigned, as bidder, declares that the only person or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; that the bidder has thoroughly read and examined and has full knowledge of and understands all the provisions and contents of this proposal and the documents which must be attached hereto, the Plans and Specifications approved by the Fire Chief on July 14, 2015, entitled "VOLUNTARY SEISMIC AND ADA STATION UPGRADE" on file in the District office of the Boulder Creek Fire Protection District; that the bidder has thoroughly examined said Plans and Specifications which are on file in the District office of the Boulder Creek Fire Protection District, and that the bidder has full knowledge of and understands said Plans and Specifications and the requirements thereof; and that the bidder has further read and understands, and has knowledge of the contents of any and all addenda to said Plans and Specifications on file; and that the bidder proposes and agrees, if this proposal is accepted, that the bidder will contract with the Boulder Creek Fire Protection District, in the form of the copy of the contract on file in the District office of the Boulder Creek Fire Protection District, to do all the work and furnish all materials specified or referred to in the contract, in the manner and time therein prescribed, and according to the requirements of the District as therein set forth, to furnish the contract, bonds and insurance specified in the Specifications, and to do all other things required of the Contractor by the contract.

If the bidder or other interested persons is a corporation, state legal name of corporation, also names of the President, Secretary, Treasurer, and the Manager thereof; if a partnership, state the name of the partnership, if one exists, also the names of all the partners comprising the partnership; if any of the partners are individuals, state the first and last name of every individual in full, if any of the partners are corporations, state for each such corporation, the information required above of corporations; if any of the partners are partnerships, state for each such partnership the information required above of partners; if the bidder or other interested person is a joint-venture, state the name of the joint venture, also names of all joint venturers comprising the joint venture; if any of the joint venturers are individuals, state the first and last name of every individual comprising the joint venture; if any of the joint venturers are corporations, state for each corporation the information required above of corporations; if any of the joint venturers are partnerships, state for each such partnership, the information required above of partners;

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if bidder or other interested persons is an individual, state first and last names in full.

If bidder is an individual, the bidder's signature shall be placed below; if bidder is an individual, doing business under a fictitious name, the name of the individual followed by the words "doing business under (insert the fictitious name)" shall be set forth above, together with the signature of the individual; if bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers of the corporation, authorized to sign contracts on behalf of the corporation, the corporate title; that is Vice-President, Secretary, etc., should be placed below the name of the officer and the corporate seal affixed; if bidder is a partnership, the legal name of the partnership, if one exists, shall be set forth above, together with the signature of the partner or partners authorize to sign contracts on behalf of the partnership; if any of the partners are corporations, execution for such partners shall be accomplished in accordance with the requirements set forth above for corporations; if any of the partners are partnerships, execution for such partners shall be accomplished in accordance with the requirements set forth above for partnership; if bidder is a joint-venture, the legal name of the joint venture, if one exists, shall be set forth above for partnerships. If signature is by an agent other than an officer of a corporation, or member of a partnership or a joint venture, a Power of Attorney must be on file with the Fire Chief prior to opening bids or submitted with the bid; otherwise, the bid may, at the District's option, be disregarded as non-responsive.

If this proposal shall be accepted and the undersigned shall fail to contract, and to give the Contractor's Bond For Faithful Performance and the Contractor's Payment Bond required by the specifications and contract and by law, and to provide all insurance as required by said contract, within eight (8) days after the bidder has received notice from the District, the District may, at its option, determine that the bidder has abandoned his/her contract, and thereupon this proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the District.

In accordance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding on contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board. Signing this Proposal on the signature portion thereof shall constitute signature of this Statement.

Accompanying this proposal are the following documents completely filled in by the bidder and the same are incorporated herein by reference;

1. Cash, a cashier's check or a certified check made payable to Boulder Creek Fire Protection District, or a bidder's bond executed by an admitted surety insurer naming the District as beneficiary, in an amount equal to at least ten percent (10%) of the total amount bid including all alternatives;

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2. A bidding schedule;
3. A list of subcontractors for work over one half of one percent, if any, the address of each subcontractor and the description of work to be done by each subcontractor;
4. A statement of financial responsibility, technical ability, and experience if such information is not already on file with the District.

The District may at its option, request additional supplemental information after bid opening.

Bidder understands that the District reserves the right to reject any or all bids and to waive any informalities in the bidding.

The undersigned, as bidder, declares that in listing subcontractors in this bid, I have not discriminated or given any preference to any firm based on race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin.

Execution of the Non-Collusion Affidavit constitutes execution of this Bid Proposal including the above statement of nondiscrimination and, with the exception of the Bidder's Bond or Addenda, if any, no other signatures will be required.

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NONCOLLUSION AFFIDAVIT

Project Title: **VOLUNTARY SEISMIC AND ADA STATION UPGRADE**

_____, being first duly sworn, deposes
(print name)

and says that he/she is the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof the effectuate a collusive or sham bid.

In accordance with Title 23, United States Code, Section 112, the bidder hereby states, under penalty of perjury, that he/she has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract. Bidders are cautioned that making a false certification may subject certifier to criminal prosecution.

The undersigned declares under penalty of perjury that the information contained in this proposal and all accompanying documents are true and correct.

Executed on _____

CA Contractor
Lic. No: _____
Legal Company Name (indicate type of entity, e.g. Sole Proprietorship, General/Limited Partnership, Corporation, Joint Venture, etc.) Classification: _____
Expiration Date: _____
Tax ID No. _____

By: _____ Address: _____

Printed Name: _____ City, State, Zip _____

Title: _____ Telephone: _____

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CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

State of California)
County of)

On _____ before me, _____,
Notary Public, personally appeared _____, who
approved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity (ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature _____ (This area for official notary seal)

BOULDER CREEK FIRE PROTECTION DISTRICT
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BIDDER'S BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That we, _____ as PRINCIPAL, and _____, a corporation duly organized under the laws of the State of and duly licensed to become sole surety on bonds required or authorized by the State of California, as SURETY, are held and firmly bound unto the Boulder Creek Fire Protection District (hereinafter "District"), in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the District, for the work described below; for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the Surety hereunder exceed the sum of DOLLARS (\$ _____).

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above mentioned bid to the District, for certain construction specifically described as follows, for which bids are to be opened at District Offices of the Boulder Creek Fire Protection District, Boulder Creek, California on _____ for the Seismic Station Upgrade project.

NOW, THEREFORE, if the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to Principal for signature, enters into a written contract, in the prescribed forms, in accordance with the bid, and files a Faithful Performance Bond and a Contractor's Payment Bond, and files the required insurance policies with the District, all as required by the specifications and the contract or by law, then the obligation shall be null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

BOULDER CREEK FIRE PROTECTION DISTRICT
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IN WITNESS WHEREOF, we have hereunto set our hands and seals on this
day of _____, 20_____.

PRINCIPAL

SURETY

Legal Company Name

Legal Company Name

Indicate Type of Entity

By _____

By _____

Title: _____

Title: _____

By _____

By _____

Title: _____

Title: _____

(Affix Corporate Seals)

BOULDER CREEK FIRE PROTECTION DISTRICT
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(Attach Acknowledgments of both Principal and Surety signatures)

BOULDER CREEK FIRE PROTECTION DISTRICT
Voluntary Seismic and ADA Station Upgrade

BIDDING SCHEDULE

Itemized Cost Breakdown

1. All Seismic Improvements	\$ _____
2. Retrofit Roll Up Door	\$ _____
3. ADA Bathroom Improvements	\$ _____
4. ADA Ramp and Steps (front of station)	\$ _____
5. ADA Parking and Access (rear of station)	\$ _____
<hr/>	
Total	\$ _____

TOTAL BID AMOUNT IN NUMBERS _____

TOTAL BID AMOUNT IN WORDS _____

In case of discrepancy between words and figures of the total amount, the words shall prevail. If erasures or other changes appear on this proposal, each such erasure must be initialed by the person signing the bid.

Respectfully Submitted:

Bidder Signature

Date

Printed Name

Title

BOULDER CREEK FIRE PROTECTION DISTRICT
Voluntary Seismic and ADA Station Upgrade

PROSPECTIVE BIDDER FACT SHEET

Name of Contractor: _____

Contractor Tax ID# |__|__|_|_|_|_|_|_|_|_|_|_|

Contractor's License #: _____ License Type: _____

Date of License Expiration: _____

Contractor Does Business As: ___ Individual ___ Partnership ___ Corporation
 ___ Government ___ Fiduciary ___ Other

Contractor is a: ___ Resident ___ Non-Resident of California

Is your firm authorized to do business in the State of California? Y N

Is your firm a State of California registered small business? Y N

This firm has been in continuous business under the present name for ____ years.

Annual sales volume: _____

Net worth of business _____

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**WORKERS COMPENSATION CERTIFICATION
(AS REQUIRED BY SECTION 1861 OF THE CALIFORNIA
LABOR CODE)**

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.

Contractor: _____

By: _____

Title: _____

(SEAL)

BOULDER CREEK FIRE PROTECTION DISTRICT
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BIDDERS CHECKLIST

The checklist has been prepared and furnished to aid bidders including all necessary supporting information with their bid. Bidder's submittals should include, but may not be limited to the following:

<u>ITEM</u>	<u>PAGE</u>	<u>CHECKED</u>
1. Noncollusion Affidavit	8	_____
2. Certificate of Acknowledgement	9	_____
3. Bidder's Bond	10/11	_____
4. Bidding Schedule	13	_____
5. Proposed Subcontractors	14	_____
6. Statement of Experience	15	_____
7. Warranty	16	_____
8. Bidder Fact Sheet	17	_____
9. Workers Compensation Certification	18	_____

BOULDER CREEK FIRE PROTECTION DISTRICT
Voluntary Seismic and ADA Station Upgrade

CONTRACT FOR SEISMIC STATION UPGRADE

THIS CONTRACT, dated for convenience _____, is made and entered into between the Boulder Creek Fire Protection District, a special district of the County of Santa Cruz, California, by the properly constituted officers thereof (hereinafter referred to as "District"), and _____ (hereinafter referred to as "Contractor");

That Contractor has been awarded the contract to perform the work hereinafter mentioned: Seismic Station Upgrade on _____.

NOW THEREFORE:

Article I. For and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by District, and under the conditions expressed in the Faithful Performance Bond and the Contractor's Payment Bond required of Contractor by the Specifications hereinafter mentioned, the Contractor agrees with the District, at the Contractor's own proper cost and expense, to do all the work and furnish all the materials and equipment necessary to construct and complete, in accordance with the Plans and Specifications hereinafter mentioned, in a good, workmanlike and substantial manner and to the satisfaction of the Board of Directors, and to the satisfaction of the Federal Government, the State of California, the County of Santa Cruz, or their respective agencies or representatives to the extent that such agencies are concerned by reason of their paying all or part of the costs or by reason of their having jurisdiction over all or part of the work, all the works and improvements described, mentioned and set forth in those Plans and Specifications on file in the District office the Boulder Creek Fire Protection District, which said Plans and Specifications, approved by the Board of Directors on July 14, 2015 and are entitled "Seismic Station Upgrade" and all the documents therein referred to are hereby specifically referred to and by such reference made a part of this contract.

Article II. And the said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and equipment and for doing all the work contemplated and embraced in this Contract; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements; or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the Board of Directors, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to Plans and Specifications, and the requirements of the Board of Directors, and of any Federal, State or County agency concerned under them; and also for furnishing the required bonds and insurance, and for doing all other things mentioned, contemplated or embraced in the Contract, the Plans, the Specifications or other contract documents, to wit: REFER TO SCHEDULE OF QUANTITIES ON PAGE 1A.

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Article III. It is further expressly agreed by and between the parties hereto that the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification, or type of worker needed to execute this contract is that ascertained by the Director of the Department of Industrial Relations of the State of California, copies of which are on file in the Office of the Purchasing Agent, Room 330, 701 Ocean Street, Santa Cruz, CA 95060, which shall be made available to any interested party on request, which said rates are hereby made a part hereof, incorporated herein by reference as though set forth in full. General Prevailing Wage Rates may also be accessed online at <http://www.dir.ca.gov>. cv

The holidays upon which such rates shall be paid shall be all holidays recognized in the collective bargaining agreement applicable to the particular craft, classification or type of worker employed on the project.

Article IV. District hereby promises and agrees with the said Contractor to employ, and does hereby employ the said Contractor to provide the materials and equipment and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions set forth in the specifications; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

Article V. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this contract and the bid or proposal of said Contractor, then, this contract shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

Article VI. Pursuant to the terms and conditions set forth in Public Contracts Code Section 22300, the contractor may substitute certain securities for any money withheld by the District as retention to ensure contractor's performance under the contract. Such substitution of securities in lieu of retention shall be at the contractor's request and at the contractor's sole expense. The securities shall be in an amount equivalent to the retention to be released.

Article VII. Contractor agrees to comply with all of the applicable provisions of Sections 1777.5 and 1777.6 of the Labor Code, which Sections are hereby specifically referred to, incorporated herein by reference and made a part hereof as though set forth at length herein.

Article VIII. By my signature hereunder, as Contractor, I certify that 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.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their

BOULDER CREEK FIRE PROTECTION DISTRICT
Voluntary Seismic and ADA Station Upgrade

hands the day and year first hereinabove written.

BOULDER CREEK FIRE PROTECTION DISTRICT
Santa Cruz County, California

CONTRACTOR
(Indicate Type of Entity, eg.
Sole Proprietorship,
Partnership, Corporation,
Joint Venture, etc.)
Affix Corporate Seal, if
Applicable
Attach Acknowledgments
Of Principals

By: _____
President, Board of Directors
Boulder Creek Fire Protection District

By: _____
Title _____

By: _____
Contractor

By: _____
Title _____

State Contractor License Number: _____

Classification: _____

Expiration Date: _____

Federal I.D. Number: _____

Address: _____

Telephone: _____

BOULDER CREEK FIRE PROTECTION DISTRICT
Voluntary Seismic and ADA Station Upgrade

Bond Number:

**CONTRACTOR'S BOND FOR
FAITHFUL PERFORMANCE**

KNOW ALL PERSONS BY THESE PRESENTS:

That _____ as
Principal, and _____ incorporated under the laws of the
State of _____, and authorized to execute bonds and
undertaking as sole surety, are held and firmly bound unto the BOULDER CREEK FIRE
PROTECTION DISTRICT, a Special District of the County of Santa Cruz, state of
California, in the sum of _____ DOLLARS (\$ _____);
For the payment thereof, well and truly to be made, said Principal and Surety bind
themselves, their administrators, successors and assigns, jointly and severally, firmly by
these presents.

The condition of the foregoing obligation is such that:
WHEREAS, the above bounden Principal is about to enter into a certain contract with the
Boulder Creek Fire Protection District for the following:

VOLUNTARY SEISMIC AND ADA STATION UPGRADE

the award of which said contract was made to said Principal by the Boulder Creek Fire
Protection District on _____.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its
duties, all the undertakings, covenants, terms, conditions, and agreements of said contract
during the original term thereof, and any extensions thereof which may be granted by the
Owner, with or without notice to the Surety, and if he/she shall satisfy all claims and
demands incurred under such contract, and shall fully indemnify and save harmless the
Owner from all costs and damages which it may suffer by reason of failure to do so, and
shall reimburse and repay the Owner all outlay and expense which the Owner may incur
in making good any default, then this obligation shall be void; otherwise to remain in full
force and effect.

PROVIDED, FURTHER, that the said Surety, for value received, hereby stipulates
and agrees that no change, extension of time, alteration or addition to the terms of the
contract or to the work to be performed thereunder or the specifications accompanying
the same shall in any wise affect its obligation on this bond, and it does hereby waive
notice of any such change, extension of time, alteration or addition to the terms of the
contract or to the work or to the specifications.

BOULDER CREEK FIRE PROTECTION DISTRICT
Voluntary Seismic and ADA Station Upgrade

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____
day of _____ 20 _____ .

PRINCIPAL

SURETY

Legal Company Name

Legal Company Name

Indicate Type of Entity

By _____
Title:

By _____
Title

By _____
Title:

By _____
Title:

(Affix Corporate Seals)

(Attach Acknowledgments of both Principal and Surety signatures)

Approved as to form by the Boulder Creek Fire Protection District on the _____ day
of _____, 2015.

By: _____

BOULDER CREEK FIRE PROTECTION DISTRICT
Voluntary Seismic and ADA Station Upgrade

Bond Number:

CONTRACTOR'S PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the BOULDER CREEK FIRE PROTECTION DISTRICT, a special district of the County of Santa Cruz, California, (hereinafter designated as "Public Entity"), is about to enter into a certain contract with (*type legal company name and indicate entity*), as Principal, namely, "Contract for Seismic Station Upgrade", for the work hereinafter briefly described, to wit: Plans and Specifications for Seismic Station Upgrade and more fully described in and required by said contract, the award of which said Contract was made to said Principal by the Boulder Creek Fire Protection District on _____.

WHEREAS, said Principal is required by Chapter 5 (commencing at Section 3225) and Chapter 7 (commencing at Section 3247), Title 15, Part 4, Division 3 of the California Civil Code to furnish a bond in connection with said contract.

NOW, THEREFORE, we, the Principal and _____ incorporated under the laws of the State of _____, and authorized to execute bonds and undertakings as sole surety, as Surety, are held and firmly bound unto the Public Entity in the penal sum of _____ DOLLARS (\$ _____), 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 said Principal, subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay any of the persons named in Section 3181 of the California Civil Code, or amounts due under the Unemployment Insurance Code with respect to any work or labor performed or materials supplied by any such claimant, which said work, labor or materials are covered by the said contract and any amendments, changes, change orders, additions, alterations, or modifications thereof, 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 their Subcontractors, pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, the Surety will pay for the same, in an amount not exceeding the sum hereinabove specified, and also, in case suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court.

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This bond shall insure 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 this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement hereinabove described or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement hereinabove described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or Public Entity and original Contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 3110 or 3112 of the California Civil Code, and has not been paid the full amount of their claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration, modification, rescission or attempted rescission, herein mentioned.

It is further stipulated and agreed that no final settlement between the Public Entity and the Contractor with reference to the work, shall abridge the right of any beneficiary hereunder whose claims may be unsatisfied.

This bond is executed and delivered to comply with requirements of the Boulder Creek Fire Protection District, and to comply with the provisions of Title 15, Chapters 5 and 7 of Part 4, Division 3 of the Civil Code of the State of California.

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SIGNED AND SEALED this _____ day of _____, 20 ____.

PRINCIPAL

SURETY

Legal Company Name

Legal Company Name

Indicate Type of Entity

By _____
Title:

By _____
Title

By _____
Title:

By _____
Title

Address

Telephone

(Affix Corporate Seals)

(Attach Acknowledgments of both Principal and Surety signatures)

Approved by the Boulder Creek Fire Protection District on the _____ day
of _____, 2015.

By: _____

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GENERAL PROVISIONS

PART 1. DEFINITIONS

Whenever used in the Contract Documents, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:

1.01 ACT OF GOD

"Act of God" means an earthquake, flood, cyclone or other cataclysmic phenomenon of nature. A rain, windstorm, high water or other natural phenomenon of unusual intensity for the specific locality of the work, which might reasonably have been anticipated from historical records of the general locality of the work, shall not be construed as an Act of God.

1.02 ADDENDA

Written or graphic instruments issued before the Bid Opening which modify or interpret the Contract Documents, Drawings and Specifications, by additions, deletions, clarifications or corrections.

1.03 BIDDER

Any person, firm, or corporation submitting a Bid for the work.

1.04 BONDS

Proposal Guaranty, Faithful Performance, and Labor and Material Bonds and other instruments of security, furnished by the Contractor and his surety in accordance with the Contract Documents.

1.05 CHANGE ORDER

A written order to the Contractor authorizing an addition, deletion or revision in the work within the general scope of the Contract Documents, or authorizing an adjustment in the Contract Price or Contract Time.

1.06 CONTRACT

"Contract" means and includes the agreement set forth in Section C.

1.07 CONTRACT DOCUMENTS

The contract, including Section A – Notice to Contractors; Section B – Bid Documents; Section C – Contract Documents; Section D – General and Special Provisions; Section E – Drawings; and Section F – Addenda.

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1.08 CONTRACT DRAWINGS

"Contract drawings" or "drawings" means and includes (a) all drawings which have been prepared on behalf of the District and which are included in Section E of the contract documents and all modifying drawings issued by addendum thereto; (b) all drawings submitted pursuant to the terms of the contract by the Contractor with his proposal and by the Contractor to the District during the progress of the work; and (c) all drawings submitted by the District to the Contractor during the progress of the work.

1.09 CONTRACT PRICE

The total monies payable to the Contractor under the terms and conditions of the Contract Documents.

1.10 CONTRACT TIME

The number of calendar days stated in the Contract Documents for the completion of the work.

1.11 CONTRACTOR

The person, firm or corporation with whom the District has executed the Agreement.

1.12 CONTRACTOR'S PLANT AND EQUIPMENT

"Contractor's plant and equipment" means everything, except labor, brought onto the site by the Contractor in order to carry out the work, but not to be incorporated in the work.

1.13 DAY

"Day" means a calendar day of 24 hours.

1.14 DIRECTED

"Directed", "designated", "permitted", "required", "accepted", and words of like import, wherever and in whatever manner used, with or without reference to the District, means as directed, designated, permitted, required, and accepted by the District.

1.15 NOT USED

1.16 DRAWINGS

Contract Drawings or drawings include all drawings which are (a) included in the contract documents and all modifying drawings issued by addenda; (b) all drawings submitted by the Contractor, when accepted by the District; and (c) all drawings submitted by the District to the Contractor during the progress of the work.

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1.17 ENGINEER/ARCHITECT

The person, firm, company or corporation named as such in the Contract Documents.

1.18 FIELD ORDER

A written order effecting a change in Work not involving an adjustment in the Contract Price or an extension of the Contract Time, issued by the District to the Contractor during construction.

1.19 HEREIN

"Herein", "hereinafter" and words of similar import shall refer to the contract documents.

1.20 INSTALL

"Install", wherever and in whatever manner used, shall mean the installation complete in place of an item of equipment

1.21 MASCULINE GENDER

Masculine gender words include the feminine.

1.22 MAY

"May", wherever and in whatever manner used, is permissive.

1.23 NOTICE OF AWARD

The District will issue a written notice of acceptance of the Proposal to the successful Bidder.

1.24 NOTICE TO PROCEED

The District will issue written communication to the Contractor authorizing him to proceed with the Work and establishing the date of commencement of the Work.

1.25 OWNER OR DISTRICT

"Owner" or "District", as described in Contract Documents, shall be the Boulder Creek Fire Protection District, or any person or persons to whom the power belonging to the District shall be duly delegated.

1.26 PERSON

"Person" includes firms, companies, and corporations.

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1.27 PROPOSAL

The offer or bid of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

1.28 PROVIDE

"Provide", wherever and in whatever manner used, shall be understood to mean provide complete in place, that is, furnish and install.

1.29 RESIDENT ENGINEER

The authorized field representative of the District who is assigned to the work site or any part thereof.

1.30 SHALL OR WILL

"Shall" or "will", whenever used to stipulate anything, means shall or will be done or be performed by either the Contractor or the District and means that the Contractor or the District has thereby entered into a covenant with the other party to do or perform the same.

1.31 SHOP DRAWINGS

All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a Subcontractor, Manufacturer, Supplier or Distributor, which illustrate how specific portions of the Work shall be fabricated or installed.

1.32 SHOWN

"Shown", "indicated", "detailed", and words of like import, wherever and in whatever manner used, with or without reference to the drawings, means shown, indicated or detailed on the drawings.

1.33 SINGULAR

Singular words include the plural.

1.34 SPECIFICATIONS

A part of the Contract Documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.

1.35 SPECIFIED

"Specified", "described", or "noted", wherever and in whatever manner used, means as

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specified, described or noted in the Contract Documents.

1.36 SUBCONTRACTOR

An individual, firm or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the site.

1.37 SUBMITTED

"Submitted", wherever and in whatever manner used, means submitted to the District for acceptance.

1.38 SUBSTANTIAL COMPLETION

That date, as certified by the District, when the construction of the work or any part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Work or specified part can be utilized for the purposes for which it is intended.

1.39 SUFFICIENT

"Sufficient", "necessary", or "proper", "acceptable", "satisfactory", "desirable", and words of like import, wherever and in whatever manner used, with or without reference to the District, means sufficient, necessary, proper, acceptable, satisfactory and desirable in the judgment of the District.

1.40 SUPPLIER

Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

1.41 THE WORK

"The work" means and includes anything and everything to be done for the execution, completion and fulfillment of the contract to the satisfaction of the District.

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PART 2. DISTRICT-ENGINEER-ARCHITECT-CONTRACT RELATIONS

2.01 AUTHORITY OF DISTRICT

The work and the manner of performing the same shall be done to the entire satisfaction and approval of the District. The District shall be the sole judge of the work and materials with respect to both quantity and quality.

The contract documents do not purport to control the method of performing the work but only the requirements as to the nature of the completed work. The Contractor shall assume the entire responsibility for methods of performing the work.

2.02 AUTHORITY OF THE ENGINEER/ARCHITECT

The Engineer and Architect are representatives of the District and are employed to act as consultant to the District in matters relating to the contract. The District and the Engineer/Architect have authority under this contract to determine the amount, quality, acceptability and fitness of the several kinds of work, material and equipment which are to be paid for under the contract; to decide all questions relative to the true construction, meaning and intent of the contract documents; to decide all questions relative to the classification and measurements of quantities and materials and the fulfillment of this contract, and to reject or condemn all work or material which does not conform to the terms of this contract.

Any reference herein to authority of the Engineer/Architect is applicable only if the Engineer/Architect has been specifically designated in writing by the District and is exercising full-time inspection of construction, otherwise such authority shall be the authority of the District who shall be fully responsible for the results of this decision.

For purposes of this contract the Engineer and Architect are:

Chris Sandman, Architect	Peter Boyce, Structural Engineer
cadhomes@netscape.com	pbse001@yahoo.com
831-345-6892	831-429-9663

2.03 OBSERVATION OF WORK

The District and the Engineer/Architect, as often as he may deem it expedient, shall have access to the work and to the site of the work and to all places where work is being prepared or whence materials, equipment or machinery are being obtained for the work. The Contractor shall afford every facility and every assistance in obtaining the right of such access and shall give the District and the Engineer/Architect any and all information requested by him in connection therewith.

If the contract documents, the District's instructions, laws, ordinances or any public authority require any part of the work to be specially observed, tested or approved, the

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Contractor shall give the District adequate prior written authority. The Contractor shall designate, open for observation any part of the work which has been covered up; and should the Contractor, refuse or neglect to comply with such request, the District may employ any other person to open up the same or to do itself. If any of the parts of the work have been covered up in contravention of the District's instructions, or if on being opened up it is found not to be in accordance with the terms of the contract documents, the expense of the opening and covering up again, whether done by the Contractor or not, shall be charged up to the Contractor. If the work has been covered up but not in contravention of the District's instructions and if found to be in accordance with the terms of the contract documents, the actual necessary expense of opening and covering up again shall be borne by the District and if the work of opening and covering up is done by the Contractor, it shall be considered as extra work and paid for accordingly.

2.04 RIGHT TO ISSUE CHANGE ORDERS

If for any reason it may become desirable during the course of the work to change the alignment, dimensions or design of the work, the District reserves the right to issue change orders in writing to give effect to such changes as may be necessary or desirable. The changes may or may not result in a change in the amount of work. When the Contractor considers that any change in writing by the District involves extra work, he shall immediately notice the District in writing and shall subsequently keep the District informed as to when and where extra work is to be performed and shall make claim for compensation therefore each month not later than the first day of the month following that in which the work claimed as extra work was performed. If the changes do, in the opinion of the District, change the amount of work, the contract price shall be adjusted as extra work or work and material omitted, as the case may be.

The District may instruct the Contractor in writing to make minor changes in the construction where such changes are, in the opinion of the District, not inconsistent with the purposes of the contract documents and where such changes do not involve additional cost for the work to be furnished. The Contractor shall make no such minor changes without receipt of written District's instruction setting forth the minor change to be made and the Contractor's compliance therewith shall constitute his acknowledgement that such minor change will not result in any additional cost for construction.

2.05 HEADINGS

Headings to parts, sections, forms, articles and sub-articles are inserted for convenience of reference only and shall not affect the interpretation of the contract documents.

2.06 SUCCESSOR'S OBLIGATION

All grants, covenants, provisions and claims, rights, powers, privileges, and liabilities contained in the contract documents shall be read and held as made by and with and granted to and imposed upon the Contractor and the District and their respective heirs, executors, administrators, successors and assigns.

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2.07 CONTRACTOR'S PLANT AND EQUIPMENT

The Contractor alone shall at all times be responsible for the adequacy, efficiency and sufficiency of his and his subcontractor's plant and equipment. The District shall have the right to make use of the Contractor's plant and equipment in the performance of any work on the site of the work. The use of such plant and equipment shall be considered as extra work and paid for accordingly.

The Contractor shall at all times be responsible for the security of his plant and equipment. The District will not take any responsibility for missing or damaged equipment, tools or personal belongings.

2.08 COOPERATION

The District, or other contractors performing work on behalf of the District, shall be at liberty to enter upon the site of the work with workmen and materials to do work, and the Contractor shall afford any such workmen all reasonable facilities and cooperation to the satisfaction of the District. The Contractor shall make good promptly any injury or damage that may be sustained by other contractors or employees of the District at his hands. The Contractor shall join his work to that of others and perform his work in proper sequence in relation to that of others to the satisfaction of the District.

Any difference or conflict arising between the Contractor and any other contractor employed by the District, or between the Contractor workmen and those of the District with regard to their work, shall be submitted to the District and the Contractor shall abide by its decision in the matter. If the work of the Contractor is delayed because of any facts or omissions of any other contractor or of the District, the Contractor shall on that account have no claim against the District other than for an extension of time.

2.09 ASSIGNMENT OF CONTRACT

The contract shall not be assigned in whole or in part without the written consent of the District.

2.10 SUBCONTRACTS

The Contractor shall perform with his own organization not less than one-half of the work and shall not sublet to one subcontractor more than one-third of the work without the previous written consent of the District. No subcontractor will be recognized as such, and all persons engaged in the work will be considered as employees of the Contractor and their work shall be subject to the provisions of the contract. When it is stated in the contract documents that a subcontractor, manufacturer; or a supplier or any other person than the Contractor, the District or the Engineer shall do something, it means that the Contractor shall cause such person to do that thing.

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2.11 CONTRACTOR'S EMPLOYEES AND SUBCONTRACTORS

The Contractor shall at all times be responsible for the adequacy, efficiency, and sufficiency of his employees and any subcontractor or persons employed by the subcontractors. All workmen must have sufficient knowledge, skill, and experience to perform properly the work assigned to them.

2.12 ATTENTION TO WORK

The Contractor shall give his personal attention to and shall supervise the work to the end that it shall be prosecuted faithfully, and when he is not personally present on the work, he shall at all times be represented by a competent superintendent who shall receive and obey all instructions or orders given under the contract, and who shall have full authority to execute the same, and to supply materials, tools, and labor without delay, and who shall be the legal representative of the Contractor. The Contractor shall be liable for the faithful observance of any instructions delivered to him or to his authorized representative.

2.13 SERVICE OF NOTICES

Any notice, order, direction, request or other communication given by the District to the Contractor under the contract shall be deemed to be well and sufficiently given to the Contractor if left at any office used by the Contractor, or delivered to any of his officers, clerks or servants or posted on the site of the work, or mailed in any post office addressed to the Contractor at the address mentioned in the contract, or at the Contractor's last known place of business, and if mailed, shall be deemed to have been given to and received by the Contractor a day after the day of mailing in any post office in the vicinity of the work.

2.14 DEVIATION FROM CONTRACT

The Contractor shall not make any alteration or variation in or addition to or deviation or omission from the terms of this contract without the written consent of the District.

2.15 SUGGESTIONS TO CONTRACTOR

Any plan or method of work suggested by the District to the Contractor but not specified or required, if adopted or followed by the Contractor in whole or in part shall be used at the risk and responsibility of the Contractor; and the District shall assume no responsibility therefore and in no way be held liable for any defects in the work which may result from or be caused by use of such plan or method of work.

2.16 JOINT VENTURE CONTRACTOR

In the event the Contractor is a joint venture of two or more contractors, all grants,

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covenants, provisions and claims, rights, power, privileges and liabilities of the contract shall be construed and held to be several, as well as joint; and notice, order, direction, request or other communication required to be or that may be given by the District to the Contractor under this agreement, shall be well and sufficiently given to all persons being the Contractor if given to any one or more of such persons; any notice, request or other communication given by any one of such persons to the District under this agreement shall be deemed to have been given by and shall bind all persons being the Contractor.

2.17 WAIVER OF RIGHTS BY DISTRICT

No action or want of action on the part of the District at any time to exercise any right or remedies conferred upon it under this contract shall be deemed to be a waiver on the part of the District of any of its rights or remedies.

2.17 PERMITS

All permits for this project will be obtained by the District.

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PART 3. SPECIFICATIONS AND DRAWINGS

3.01 GENERAL

The Contractor shall keep at the work site a copy of the Contract Documents including, Addenda, Change Orders, Shop Drawings, Submittals, Material Samples, Engineer's Supplemental Instructions and Material Data or equals to which the District shall have access to at all times.

3.02 INTERPRETATION OF SPECIFICATIONS AND DRAWINGS

The Specifications and the drawings are intended to be explanatory of each other. Any work indicated in the drawings and not in the specifications, or vice-versa, shall be executed as if indicated in both. As the figured dimensions shown on the drawings and in the specifications of the contract may not, in every case, agree with scale dimensions, the figured dimensions shall be followed in preference to the scaled dimensions. Should it appear that the work to be done, or any of the matters relative thereto are not sufficiently detailed or explained in the contract documents, the Contractor shall apply to the Engineer for such further explanations as may be necessary, and shall conform thereto as part of the contract so far as may be consistent with the terms thereof. In the event of *any* doubt or question arising respecting the true meanings of the specifications or drawings, reference shall be made to the Engineer and his decision thereon shall be a condition precedent to an appeal to the District.

3.03 PRECEDENCE OF CONTRACT DOCUMENTS

If there is a conflict between Contract Documents, the document highest in precedence shall control. The precedence shall be:

1. Permits from other agencies as may be required by law.
2. Section D8 - Special Provisions.
3. Part E – Project Drawings and Specifications.
4. Standard Plans.
5. General Provisions as stated in Part B of these Specifications.
6. Standard Specifications.

Change Orders, Supplemental Agreements and approved Revisions to Plans and Specifications will take precedence over Items 2 through 7 above. Detailed plans shall have precedence over general plans.

The Contract Documents of the highest precedence shall in no way nullify non-conflicting portions of the Contract Documents of lower precedence.

3.04 ERRORS AND OMISSIONS

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If the Contractor, in the course of the work, becomes aware of any errors or omissions in the contract documents, he shall immediately inform the District and the Engineer/Architect, if he deems it necessary, shall rectify the matter and advise the Contractor accordingly. Any work done after such discovery, until authorized, will be done at the Contractor's risk.

3.05 STANDARD SPECIFICATIONS

The standard specifications, codes, standards, recommended practices and abbreviations used in the contract documents are listed in Section D8.02. Whenever a standard specification, code or recommended practice is referred to, it shall be the latest edition of that specification, code or recommended practice, unless specifically stated otherwise and it shall be considered to be a part of the contract documents insofar as it applies.

3.06 SHOP DRAWING AND SAMPLE SUBMITTALS

The Contractor shall furnish all drawings, specifications, descriptive data, certificates, samples, tests, methods, schedules and manufacturer's instructions as specifically required in the specifications and all other information as may reasonably be required to demonstrate fully that the materials and equipment to be furnished and the methods of work comply with the provisions and intent of the specifications and drawings. If the information shows any deviation from the contract requirements, the Contractor shall, by a statement in writing accompanying the information, advise the District of the deviation and state the reason therefore. It shall be the Contractor's responsibility to ensure there is no conflict with other submittals and to notify the District in any case where his submittal may concern work by another contractor or the District. He shall also ensure coordination of submittals among all related crafts. Information shall be submitted in time to allow two weeks to review and return to the Contractor without interfering with the accepted construction schedule.

Samples are physical examples furnished by the Contractor to illustrate the quality of materials, equipment or workmanship, and to establish standards by which the work will be judged.

Shop drawings or information regarding materials and equipment shall be submitted in 5 copies, two of which will be returned to the Contractor after appropriate action.

3.07 REVIEW OF CONTRACTOR'S SUBMITTALS

The Contractor must review all Shop Drawings and Samples prior to submittal to the District. The District will review Shop Drawings and Samples with reasonable promptness so as to cause no delay, but only for conformance with the design concept of the Work and with the information given in the Contract Documents. The District's review of a separate item shall not indicate review of an assembly in which the item functions.

The Contractor shall make any corrections required by the District and shall resubmit the required number of corrected copies of Shop Drawings or new Samples if resubmittal is indicated. The Contractor shall direct specific attention in writing or on resubmitted shop

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drawings to revisions.

The Contractor shall review, stamp with his approval and submit with reasonable promptness, and in orderly sequence, so as to cause no delay in the work or in the work of any other contractor, all Shop Drawings and Samples required by the Contract Documents or subsequently by the District as covered by Field or Change Orders. Shop Drawings and Samples shall be properly identified as specified, or as the District may require. At the time of submission, the Contractor shall inform the District in writing of any deviation in the Shop Drawings or Samples from the requirements of the Contract Documents.

By approving and submitting Shop Drawings and Samples, the Contractor thereby represents that he has determined and verified all field measurements, field construction criteria, materials, catalog numbers and similar data, or will do so, and that he has checked and coordinated each Shop Drawing and Sample with the requirements of the Work and of the Contract Documents.

3.08 EFFECT OF ACCEPTANCE OF CONTRACTOR'S SUBMITTALS

The District's review of Shop drawings or Samples shall not relieve the Contractor of responsibility for any deviation from the requirements of the Contract Documents unless the Contractor has informed the District in writing of such deviation at the time of submission and the District has given written approval to the specific deviation, nor shall the District's review relieve the Contractor from responsibility for errors or omissions in the Shop Drawings or Samples.

NO PORTION OF THE WORK REQUIRING A SHOP DRAWING OR SAMPLE SUBMISSION SHALL BE COMMENCED UNTIL THE SUBMISSION HAS BEEN SATISFACTORILY REVIEWED BY THE DISTRICT. All such portions of the work shall be in accordance with approved Shop Drawings or Samples.

3.09 RECORD DRAWINGS

The Contractor shall maintain a clearly marked, full-size set of record drawings showing the final locations and layout of all reinforcing steel; mechanical, electrical, and instrumentation equipment, piping and conduit; and other facilities. Drawings shall be kept current weekly, with all field instructions, and change orders; mechanical, electrical, and instrumentation equipment, piping and conduit; and other facilities. Prior to acceptance of the work, the Contractor shall deliver to the District two sets of neatly marked record drawings showing the information required above. When approved, smaller drawings may be neatly grouped on a full-size (24-inch x 36-inch) drawing and reproduced for record purposes. One set of sepia or other approved reproducible drawings shall be furnished for all as-constructed drawings.

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PART 4. MATERIAL, EQUIPMENT, AND WORKMANSHIP

4.01 GENERAL QUALITY

Material and equipment shall be new and of a quality equal to that specified or accepted. Mechanical and electrical equipment shall be the products of manufacturers, with established good reputations, regularly engaged in the fabrication of such equipment. Unless otherwise noted, any equipment offered shall include current modifications which have been in successful regular operation under comparable conditions. This requirement, however, does not apply to minor details or to thoroughly demonstrated improvements in design or in materials of construction.

The work shall be executed in conformity with the best accepted standard practice of the trade so as to contribute to maximum efficiency of operation, accessibility and appearance, and minimum cost of maintenance and construction of future alterations and additions. It shall also be so executed that the completed work will conform to new and existing installations.

4.02 QUALITY IN ABSENCE OF DETAILED SPECIFICATIONS

Whenever the Contractor shall furnish materials or manufactured articles or shall do work for which no detailed specifications are set forth, the materials of manufactured articles shall be of the best grade in quality and workmanship obtainable in the market from firms of established good reputation, or, if not ordinarily carried in stock, shall conform to the usual standards for first-class materials or articles of the kind required with due consideration of the use to which they are to be put. In general, the work performed shall be in full conformity and harmony with the intent to secure the best standard of construction and equipment of the work as a whole or in part.

4.03 MATERIAL AND EQUIPMENT SPECIFIED BY NAME

Whenever any material or equipment is specified by two patent or proprietary names or by the names of two manufacturers, such specifications shall be considered as used for the purpose of describing the material or equipment desired and shall be considered as if followed by the words "or equal", whether or not such words appear. The Contractor may offer material or equipment with equal or better qualities and performance in substitution for those specified which he considers would be in the District's interest to accept. No offers for substitution will be acknowledged or considered from suppliers, distributors, manufacturers or subcontractors. Any such offer shall be made in writing to the Engineer for his consideration within thirty-five days after award of the contract. The Contractor shall include with his offer sufficient data, which, together with any other data the District may require, will enable the District to assess the acceptability of the material or equipment. When the substitute equipment or material necessitates changes to or coordination with any other portion of the work, the data submitted shall include

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drawings and details showing all such changes, and the Contractor shall perform these changes as part of any acceptance of substitute material or equipment. The use of any material or equipment so offered will be permitted only after written acceptance of his offer by the District. Such acceptance by the District shall not relieve the Contractor from full responsibility for the efficiency, sufficiency and quality and performance of the substitute material or equipment, in the same manner and degree as the material and equipment specified by name.

Whenever any material or equipment is specified by only one patent or proprietary name or by the name of only one manufacturer, such material or equipment shall be so specified for the purpose of standardization with existing equipment or materials or has no known equal.

4.04 SAMPLES AND TESTS OF MATERIALS

In the case of material to be supplied by the Contractor, sample shall, if and when required by the specifications or the District, be prepared and submitted by the Contractor for checking, as specified in Section D3.07 - Review of Contractor's Submittal. The samples of test specimens shall be prepared and furnished with information as to their source in such quantities and sizes as may be required for proper examinations and tests, with all freight charges prepaid.

All samples shall be submitted before shipment of the material to the site of the work and in ample time to permit the making of proper tests, analyses, examinations, rejections and resubmit before the time at which it is desired to incorporate the material into the work. All tests of materials furnished by the Contractor will be made by the District in accordance with recognized standard practice. No such materials shall be used in the work unless or until they have been accepted in writing by the District, and samples of materials will be retained by the District for reference and comparison purposes.

Unless otherwise specified the cost of material inspection and testing in the vicinity of the work will be borne by the District. If the inspection and testing of materials in the vicinity of the work is not practicable, the Contractor may request such inspection and testing take place at the point of manufacture. In such an event, the additional cost to the District of remote inspection and testing shall be charged to the Contractor. Such additional costs will consist essentially of reimbursement for travel time and expense to and from the remote point.

4.05 PROOF OF COMPLIANCE WITH CONTRACT

In order that the District may determine whether the Contractor has complied with the requirements of the contract documents not readily determinable through inspection and tests of plant, equipment, work or materials, the Contractor shall at any time when requested, submit to the District properly authenticated documents or other satisfactory proofs as to his compliance with such requirements.

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4.06 STORAGE OF MATERIALS AND EQUIPMENT

Materials and equipment shall be stored so as to ensure the preservation of their quality and fitness for the work. Stored equipment and materials shall be located so as to facilitate inspection. The Contractor shall be responsible for all damages that occur as a result of his fault or negligence in connection with the care and protection of all materials and equipment until the completion and final acceptance of the work by the District. Contractor shall include proposed materials and equipment storage areas in the project work plan that is to be submitted to the District 5 days prior to the pre-construction meeting.

4.07 MANUFACTURER'S DIRECTIONS

Unless otherwise specified, manufactured articles, material and equipment shall be applied, installed, connected, erected, adjusted, tested, used, cleaned and conditioned as directed by the manufacturer.

The services of an experienced, competent and authorized representative of the manufacturer or supplier of equipment will be provided to visit the site of work and inspect, check, adjust, if necessary, and approve equipment installation. The equipment supplier's representative will revisit the job site as often as necessary until all trouble is corrected and equipment installation and operation are satisfactory, in the opinion of the District.

4.08 DEFECTIVE MATERIAL, EQUIPMENT AND WORKMANSHIP

When and as often as the District is not satisfied with the work done or being done under the contract, or with the kind of quality of materials or equipment supplied in connection therewith, the District may give notice of dissatisfaction to the Contractor in writing, and the Contractor shall immediately upon receipt of such notice, do all things that are required to satisfy the District. Should the Contractor refuse or neglect to so satisfy the District within the space of five days from the receipt of such notice, the District may employ some other person to do so or may itself do all things required to obtain such satisfaction, and for such purpose may use or allow the use of the Contractor's plant and equipment and all expenses and costs subsequent thereto shall be charged to the Contractor; provided, however, that the equipment of such other person or the doing of the work by the District itself shall in no way affect the Contractor's duties and liabilities hereunder, nor in any way relieve him from the performance and fulfillment of any or all of his covenants, undertakings, obligations and duties under the contract. The fact that the District has not disapproved or rejected any part of the work or any of the materials or equipment supplied in connection therewith at the time any District's estimate is made hereunder, or at any other time during the continuance of the contract, shall not be deemed to be construed to be an acceptance of any such part of the work or any such materials.

4.09 RETENTION OF DEFECTIVE WORK

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If, in the opinion of the District, the defective work is not of sufficient magnitude or importance to make the work dangerous or undesirable, or if, in the opinion of the District, the removal of such work is impractical or will create conditions which are dangerous or undesirable, the District shall have the right and authority to retain such work instead of requiring it to be removed and reconstructed, but will make such deductions therefore in the payments due or to become due to the Contractor as the District may deem just and reasonable.

4.10 GUARANTY

For a period of 365 days commencing on the date of acceptance of the work, the Contractor shall, upon the receipt of notice in writing from the District, promptly make all repairs arising out of defective materials, workmanship or equipment. The District is hereby authorized to make such repairs if ten days after the giving of such notice to the Contractor, the Contractor has failed to make or undertake with due diligence the repairs; provided, however, that in the case of an emergency, where, in the opinion of the District, delay could cause serious loss or damage, repairs may be made without notice being sent to the Contractor, and all expense in connection therewith shall be charged to the Contractor.

For the purpose of this article, "acceptance of the work" shall mean the acceptance of the work by the District in accordance with Section D7.08, but not for the purpose of extinguishing any covenant of agreement on the part of the Contractor to be performed or fulfilled under this contract which has not in fact been performed or fulfilled at the time of such acceptance, all of which covenants and agreements shall continue to be binding on the Contractor until they have been fulfilled.

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PART 5. LEGAL

RESPONSIBILITY, SAFETY, AND INSURANCE

5.01 RESPONSIBILITY OF CONTRACTOR

The work shall be under the Contractor's responsible care and charge. The Contractor shall bear all loss and damage whatsoever and from whatsoever cause, except that caused solely by the act of the District which may occur on or to the work during the fulfillment of the contract. If any loss or damage occurs, the Contractor shall immediately make good any such loss or damage, and in the event of the Contractor refusing or neglecting to do so, the District may itself or by the employment of some other person, make good any such loss or damage, and the cost and expense of so doing shall be charged to the Contractor.

The mention of any specific responsibility or liability imposed upon the Contractor shall not be construed as a limitation or restriction of any general liability or duty imposed upon the Contractor by the contract, the reference to any specific duty or liability being made herein merely for the purpose of explanation.

The Contractor alone shall at all times be responsible for the safety of his and his subcontractor's employees, and for his and his subcontractor's plant and equipment and the method of prosecuting the work.

5.02 LIABILITY OF CONTRACTOR

Contractor hereby agrees to defend, indemnify and save harmless the District, Engineer and Architect and their respective Boards, officers, agents and employees of and from any and all claims, suits or actions of every name, kind and description which may be brought against their respective Boards, officers, agents or employees by reason of any injury to or death of any person or property damage suffered or sustained by any person or corporation caused by, or alleged to have been caused by, any act or omission, negligent or otherwise, of Contractor, his officers, agents or employees in the performance of any work required of the Contractor by this Agreement. The District shall not be deemed to have waived rights it may have against Contractor because of the acceptance by the District of any of the insurance policies described in this Agreement.

The duty of Contractor to indemnify and save harmless, as set forth herein, shall include a duty to defend as set forth in Section 2778 of the California Civil Code; provided, however, that nothing herein shall be construed to require Contractor to indemnify the District and the Engineer and their respective Boards, officers, agents and employees against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

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5.03 LAWS, REGULATIONS AND PERMITS

The Contractor shall give all notices required by law and comply with all laws, ordinances, rules and regulations pertaining to the conduct of the work. The Contractor shall be liable for all violations of the law in connection with work furnished by the Contractor. If the Contractor observes that the drawings or specifications are at variance with any law, ordinance, rule or regulation, he shall promptly notify the District in writing and any necessary changes shall be made by instruction or change order. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations and without giving such notice to the District, the Contractor shall bear all costs arising therefrom.

Unless otherwise specified, permits and licenses that are required only for and during the prosecution of the work and the subsequent guaranty period thereafter shall be secured and paid for by the Contractor. Those permits and licenses of regulatory agencies which are necessary to be maintained after the completion of the guaranty period of the contract will be secured and paid for by the District. The District will obtain all necessary building permits will be obtained by the District.

5.04 PATENTS AND ROYALTIES

All costs involved in fees, royalties or claims for any patented invention, article, process or method that may be used upon or in any manner connected with the work under the contract or the use of the completed work by the District shall be paid by the Contractor and the Contractor and his sureties shall protect and hold the District, together with all of its officers, agents, servants and employees, harmless against any and all demands made for such fees or claims, brought or made by the holder of any invention or patent, and before the final payment is made on the account of the contract, the Contractor shall, if requested by the District, furnish acceptable proof of a proper release from all such fees or claims.

Should the Contractor, his agent, servants or employees, or any of them be enjoined from furnishing or using any invention, article, material or plans supplied or required to be supplied or used under the contract, the Contractor shall promptly substitute other articles, materials or appliances in lieu thereof of equal efficiency, quality, finish, suitability, and market value, and satisfactory in all respects to the District. Or in the event that the District elects, in lieu of such substitution, to have supplied and to retain and use any such invention, article, material or plans as may by the contract be required to be supplied, in that event, the Contractor shall pay such royalties and secure such valid licenses as may be requisite and necessary for the District, its officers, agents, servants and employees, or any of them to use such invention, with by any proceeding in law or equity on account thereof. Should the Contractor neglect or refuse to make the substitution promptly or to pay such royalties and secure such licenses as may be necessary, then in that event the District shall have the right to make such substitution or

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the District may pay such royalties and secure such licenses and charge the Contractor even though final payment under the contract may have been made.

5.05 PUBLIC SAFETY, SECURITY AND CONVENIENCE

The Contractor shall at all times so conduct his work as to insure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work, and to insure the protection of persons and property. No road or street shall be closed to the public except with the permission of the District and proper governmental authority. Fire hydrants on or adjacent to the work shall be kept accessible to fire fighting equipment at all times. Temporary provisions shall be made by the Contractor to the use of sidewalks and private and public driveways, and the proper functioning of all gutters, sewer inlets, drainage ditches and culverts, irrigation ditches and natural watercourses.

Security of the Fire Station shall be provided at all times to keep the general public from entering the construction area. Six-foot high chain link security fencing in the amount of thirty-five lineal feet plus or minus (35' plus or minus), or other temporary security measures shall be provided for the front of the apparatus bay.

Apparatus will be stored in the parking area behind the station when necessary. Apparatus shall not be blocked from responding to emergency calls. Access to fueling station must be available at all times. Six-foot high chain link security fencing, in the amount of one hundred seventy feet plus or minus (170' plus or minus), shall be provided for this purpose. Access to the Boulder Creek Recreation District must be maintained at all times. Placement of fencing shall be determined at the preconstruction conference.

5.06 GENERAL SAFETY

In accordance with generally accepted construction practices, the Contractor will be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours.

The duty of the District is to conduct construction review of the Contractor's work. This is not intended to include review of the adequacy of the Contractor's safety measures, in, on or near the construction site.

In accordance with Section 6705 of the Labor Code, the Contractor shall submit to the District a detailed plan showing the design of the shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. Additionally, the Contractor is referred to the miscellaneous safety requirements contained in Chapter 9, Part I, Division 5, Sections 6700 through 6708 of the Labor Code.

In areas concerning the safety of the public and/or employees, whenever two or more laws, regulations, or standards apply, the more restrictive of those laws, regulations, or

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standards shall govern.

5.07 LABOR, MATERIAL AND PERFORMANCE BONDS

The Contractor shall furnish two bonds each in the amount of 100 percent of the contract price, one as security for the faithful performance of the work, and the other as security for the faithful payment and satisfaction of all persons furnishing materials and performing labor on the work. The Contractor shall use the bond forms found in Sections C2 and C3 of these contract documents. However, the scope of the bonds or the bond forms prescribed in those Sections shall in no way affect or alter the liabilities of the Contractor to the District under Section D 5.02.

The bonds shall be issued by a corporation which is listed in the latest Form 356 of the United States Treasury Department as being acceptable as surety on Federal bonds and is duly licensed and admitted by the State of California to be surety insurer in the State.

Notwithstanding the language of the preceding paragraph, the District may disqualify the Contractor's proposed surety if the District has cause to believe the surety is likely to be incapable of fulfilling its obligations under the bonds.

The bonds shall remain in force throughout the period required to complete the work and thereafter for a period of 365 days after final completion and acceptance of the work by the District to cover any defects in workmanship, materials, or equipment, which develop in that time.

5.08 PUBLIC LIABILITY INSURANCE

The Contractor shall take out and maintain Broad Form Comprehensive General Liability or Commercial General Liability Insurance, and Code I or "Any Auto" Business Automobile Liability Insurance policies in amounts for each policy of not less than:

1. Two Million Dollars (\$2,000,000.00) for injury to or death of any one or more persons as a result of any one accident or occurrence, with personal or bodily injury aggregate in an amount not less than Two Million Dollars (\$2,000,000.00).
2. One Million Dollars (\$1,000,000.00) for damage to or destruction of any property of others, with property damage insurance aggregate in an amount not less than Two Million Dollars (\$2,000,000.00).

Policies shall provide coverage for property damages, personal injuries, bodily injuries or death suffered or alleged to have been suffered by any person or persons by reason of or in the course of operations under the contract, whether occurring by reason of acts or omissions of the Contractor or any subcontractor or both.

1. General Liability — Insurance services office commercial general liability coverage (occurrence form CG0001); and
2. Auto Liability — Insurance service office form number CA0001 (ED. 1/87),

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code 1, any auto.

Such insurance shall be maintained until final acceptance of the work by the District and shall continue for a period of 365 days after acceptance of the work by the District. The general liability insurance policy required by this Section shall include explosion, collapse, underground excavation or removal of lateral support.

The above liability insurance policies shall also cover the District, its Board, officers, agents, employees, and volunteers, Santa Cruz County, and servants of the Contractor, the Contractor's subcontractors, the Architect and the Engineer as insured.

The liability insurance policies required under this Section, shall contain, or be endorsed to contain, and the Engineer as insured. The liability insurance policies required under this Section, shall contain, or be endorsed to contain, the following other provisions:

1. The Contractor's insurance coverage shall be primary insurance. Any insurance or self insurance maintained by the District, its Board, officers, agents, employees, volunteers, Santa Cruz County, and servants of the Contractor, the Contractor's subcontractors, the Architect, and the Engineer shall be excess insurance only.
2. The Contractor's insurance coverage shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the District, its Board officers, agents, employees, volunteers, Santa Cruz County, and servants of the Contractor, the Contractor's subcontractors, the Architect, and the Engineer.
4. The Contractor's liability insurance coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after forty-five (45) days' prior written notice by certified mail, return receipt requested, has been given to the District.

The Contractor shall require all subcontractors, whether primary or secondary, if any, to take out and maintain General Liability and Business Automobile Liability in the amounts set out in this Section.

5.09 WORKER'S COMPENSATION INSURANCE

The Contractor and all subcontractors shall cover or insure under the applicable laws relating to worker's compensation or employer's liability insurance, all of their employees working on or about the construction site, regardless of whether such coverage or insurance is mandatory or merely elective under the law, and the Contractor shall defend, protect and save harmless the District from and against all claims, suits and actions arising from any failure of the Contractor or any such subcontractor to maintain such insurance.

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In accordance with the provisions of Section 1860 of the California Labor Code, the Contractor's attention is directed to Section 3700 of the California Labor Code, which requires every contractor to secure the payment of compensation of his or her employees.

In accordance with the provisions of Section 1861 of the California Labor Code, the Contractor shall sign and file with the District the following certification prior to performing the work of the contract: "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."

5.10 BUILDER'S RISK INSURANCE

The Contractor shall be responsible for all loss, damage or destruction whatsoever to the work performed under this contract. The District will not be responsible for any such loss, damage or destruction to the work during the fulfillment of the contract and the District will not secure builder's risk insurance covering risks of such loss for the benefit of the Contractor. The Contractor shall secure builder's risk (all physical loss) insurance or equivalent multiple peril direct damage insurance covering all or any part of the work performed under this contract and any materials, equipment or other items to be incorporated therein while the same are located at the construction site. The policies providing such insurance shall name the District and the Engineer as additional insured's as their respective interests may appear, and certified copies of such policies shall be filed with the District.

5.11 EVIDENCE AND CANCELLATION OF INSURANCE, AND INSURER QUALIFICATIONS

Prior to execution of the contract, the Contractor shall file with the District evidences of insurance from the insurer certifying to the coverage of all insurance required herein. All evidences of insurance shall be certified by a properly authorized officer, agents, general agent or qualified representative of the insurer and shall certify the names of the insured, the type and amount of the insurance, the location and operations to which the insurance applies, the expiration date, and that the insurer will give, by registered mail, notice to the District at least 45 days prior to the effective date of any cancellation, lapse or material change in the policy.

The Contractor shall deliver to the District all such policy or policies of insurance, endorsements and the receipt for payment of premiums thereon; and should the Contractor neglect to obtain and maintain in force any such insurance or deliver such policy or policies, endorsements and receipts to the District, then it shall be lawful for the District to obtain and maintain such insurance, and the Contractor hereby appoints the District his true and lawful attorney to do all things necessary for this purpose. All money expended by the District for insurance premiums under the provisions of this Section shall be charged to the Contractor.

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All insurance required by this contract shall be placed with insurers qualified by the State of California to do business in California as insurers, and all of the insurers shall have a current A.M. Best's Rating of no less than A:VII.

Notwithstanding the language of the preceding paragraph, the District may disqualify an insurer proposed to provide insurance coverage required by these contract specifications if the District has cause to believe the insurer is likely to be incapable of providing that insurance coverage.

5.12 OBSERVING ORDINANCES AND CODES

The Contractor shall observe all applicable ordinances, rules, regulations and codes of the City, the County and/or the State (whichever shall have jurisdiction) in relation to disposal of waste material, obstruction of streets, keeping open passageways, and protecting the same where they are exposed or dangerous to travel, and other ordinances, rules regulations and codes relating to the comfort and convenience of the public.

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PART 6. PROGRESS AND COMPLETION

6.01 NOTICE TO PROCEED

Within ten (10) days after the execution of the contract (subject to the receipt of an approved work schedule, approved plan of work, approved by-pass plan, and approved traffic control plan), written notice to proceed will be given by the District to the Contractor. Notwithstanding, any other provision of the contract, the District shall not be obligated to accept or to pay for any work furnished by the Contractor prior to delivery of notice to proceed whether or not the District has knowledge of the furnishing of such work.

6.02 CONTRACT TIME

Time shall be strictly of the essence of the contract. The Contractor shall promptly begin the work under the contract and all portions of the project made the subject of the contract shall be begun and so prosecuted that they shall be completed and ready for full use in the time stated in Section D8.04.

6.03 CONSTRUCTION SCHEDULE

After execution of the contract, the Contractor shall submit, 10 days prior to the Pre-Construction Conference scheduled by the District, a proposed construction schedule indicating the various subdivisions of the work and the dates of commencing and finishing each. The schedule shall be of the bar chart form and shall show the time allowed for testing and other required procedures prior to the work being put into operation.

The Contractor shall immediately advise the District of any proposed changes in his submitted construction schedule. If, in the opinion of the District, any construction schedule, as submitted, is inadequate to insure the completion of the work within the time limited therefore, or is otherwise not in accordance with the specifications, or if the work is not being adequately or properly prosecuted in any respect, the District, without prejudice to the District's rights under the contract, shall have the right to require the Contractor to submit a new construction Schedule providing for proper and timely completion of the work. If the Contractor fails to adhere to the accepted construction schedule as modified by any extension of time as prescribed in Section D6.12 - Extension of Time, the District may at any time withhold from the Contractor the amount set forth in Section D8.05 - Amount of Damages for Delay, each day he is behind schedule as of each progress payment date. When the Contractor regains adherence to the accepted construction schedule, amounts so withheld will be released and paid to the Contractor.

6.04 UNFAVORABLE WEATHER AND OTHER CONDITIONS

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During unfavorable weather, the Contractor shall pursue only such portions of the work as shall not be damaged thereby. No portions of the work, the satisfactory quality or efficiency of which will be affected by any unfavorable conditions, shall be constructed while those conditions remain, unless the Contractor shall be able to overcome them by special means or precautions acceptable to the District.

6.05 UNUSUAL MATERIALS IN EXCAVATIONS

While digging trenches or excavating, the Contractor shall promptly, and before the following conditions are disturbed, notify the District in writing of any:

1. Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, 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, or cause a decrease or increase in the Contractor's cost of or the time required for performance of any part of the work shall issue a change order under the procedures described in Section D7.03.

In the event that a dispute arises between the District and the Contractor 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.

6.06 SUSPENSION OF WORK BY DISTRICT

The District may at any time suspend work, or any part thereof; by giving five days notice to the Contractor in writing. The Contractor shall resume the work within ten days after receiving written notice from the District to do so.

If such suspension increases the cost of work, the Contractor shall be entitled to claim for extra compensation. The amount of extra compensation shall be as determined by the District.

If the District does not give notice in writing to the Contractor to resume work at a date within 30-days of the date of the written notice to suspend, then the contract shall be assumed to have been terminated and the Contractor shall be entitled to such

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compensation as indicated in Section D6.07 - Termination of Contract by the District.

6.07 TERMINATION OF CONTRACT BY THE DISTRICT

The District may at any time terminate the contract by notice in writing to the Contractor. On receipt of such notice, the Contractor shall immediately discontinue the work but shall do such extra work as is ordered therein to safeguard the work then completed and the materials and equipment then delivered to the site of the work, and do such other extra work as may be ordered by the District for the purpose of leaving the work in a safe and useful condition. Payment for this extra work shall be made in the manner set forth in Section D7.03.

Forthwith upon the District giving such notice of termination, the District shall estimate the value of all the work done up to the time of the receipt of such notice and the Contractor shall be entitled to and shall receive payment therefore in the manner provided in the contract. On completion, to the satisfaction of the District of any extra work, the contract shall be deemed to be at an end and of no further force or effect and the Contractor shall have no claim against the District for any reason whatsoever by reason of the termination of the contract.

For the purpose of this Section, "all of the work done" includes all materials ordered by the Contractor prior to the date of receipt of such notice of termination, whether or not they have been delivered to the site of the work. The amount of payment for all such materials under this Article shall be the actual necessary cost to the Contractor up to the date of receipt of such notice of termination. Upon receipt of such notice of termination, all the Contractor's right, title and interest in and to the materials mentioned in this Article shall be vested in the District, and the Contractor shall upon demand of the District, execute and deliver to the District all requisite bills of sale, assignments and other documents of transfer that may be necessary to give effect to the intention of this Article.

6.08 TERMINATION OF CONTRACT BY CONTRACTOR

If the work should be stopped by order of any court or public authority, other than the District for a period of 90 days or more through no act or fault of the Contractor, anyone employed by him or any of his subcontractors, then the Contractor may terminate the contract ten days after written notice to the District. Forthwith upon the termination of the contract, the District shall estimate all of the work done up to the time of such termination and the Contractor shall be entitled to and shall receive payment therefore in the manner provided in the contract. The Contractor shall be entitled to no further payment whatsoever for the work.

For the purpose of this Article, "all of the work done" shall be deemed to have the same meaning as defined in Section D6.07 - Termination of Contract by the District.

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6.09 DISMISSAL OF CONTRACTOR

In the event of the Contractor at any time failing to comply with the provisions of this contract to the satisfaction of the District, the District after giving the Contractor seven days written notice, shall become empowered thereby to enter on the site of and take possession of the work, and to dismiss and discharge the Contractor from further execution of the work, and to complete the work itself or employ some other person to complete the work, and for such purpose to use and allow the use of the Contractor's plant and equipment or any part thereof; provided that the entire expense of the completion of the work whether done by the District itself or by the employment of another person, shall be charged to the Contractor and provided further that the doing of such work by the District itself or by the employment of another person, shall in no way relieve the Contractor from *any* of his covenants, undertakings, duties and obligations under this contract nor limit the rights and remedies of the District hereunder in any manner whatsoever.

6.10 USE OF COMPLETED PORTIONS OF THE WORK

The District shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding the fact that the time for completing the work or such portions may not have expired, but such taking possession and use shall not be deemed an acceptance of any part of the work. If such prior possession or use increases the cost of the work, the Contractor shall be entitled to claim for extra compensation shall be as determined by the District. The Contractor shall not, however, be entitled to claim extra compensation for portions of the work, which are specifically required by the contract (or required by being integral to the performance of the work of the contract documents) to be placed into use and/or operation before completion of all work under this contract.

6.11 DELAYS IN COMPLETION OF WORK

Notice of Delays

Whenever the Contractor foresees any delay in the prosecution of the work, and in any event immediately upon the occurrence of any delay which the Contractor regards as unavoidable, he shall notify the District in writing of the probability of the occurrence of such delay and its cause in order that the District may take immediate steps to prevent, if possible, the occurrence or continuance of the delay or, if this cannot be done, may determine whether the delay is to be considered avoidable or unavoidable, how long it continues, and to what extent the prosecution and completion of the work are to be delayed thereby. It will be assumed that any and all delays which have occurred in the prosecution and completion of the work have been avoidable delays, except such delays as shall have been called to the attention of the District at the time of their occurrence and found by the District to have been unavoidable. The Contractor shall make no claims that any delay not called to the attention of the District at the time of its occurrence has been an unavoidable delay.

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Avoidable Delays

Avoidable delays in the prosecution or completion of the work shall include all delays, which in the opinion of the District would have been avoided by the exercise of care, prudence, foresight and diligence on the part of the Contractor or his subcontractors.

The following shall constitute avoidable delays within the meaning of the contract:

- a. Delays in the prosecution of parts of the work which may in themselves be unavoidable but do not necessarily prevent or delay the prosecution of other parts of the work nor the completion of the whole work within the time herein specified.
- b. Reasonable loss of time resulting from the necessity of submitting samples of materials and drawings to the District for approval and from making of tests of materials, measurements and inspections.
- c. Reasonable interference of other contractors employed by the District which do not necessarily prevent the completion of the whole work within the time agreed upon.

Unavoidable Delays

Unavoidable delays in the prosecution or completion of the work shall include all delays which, in the opinion of the District, result from causes beyond the control of the Contractor and which could not have been avoided by the exercise of care, prudence, foresight and diligence on the part of the Contractor or his subcontractors. Delay in the completion due to contract modifications ordered by the District and unforeseeable delays in the completion of work of other contractors employed by the District will be considered unavoidable delays insofar as they interfere with the Contractor's completion of the work. Delay due to adverse weather conditions, except for acts of God, will not be regarded as unavoidable delays as the Contractor must plan his work with prudent allowance for such conditions.

6.12 EXTENSION OF TIME

Avoidable Delays

In case the work is not completed in the time specified, including such extensions of time as may have been granted for unavoidable delays, the Contractor will be assessed damages for delay in the accordance with Section D6.13 The District, however, shall have the right to grant an extension of time for avoidable delay if it is deemed in its best interest to do so. During such extension of time, the Contractor will be charged for engineering and inspection services and other costs as provided in Section D7.04 - Compensation to the District for Extension of Time, but will not be assessed damages pursuant to Section D6.13 - Damages for Delay.

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Unavoidable Delays

For delays, which the District considers to be unavoidable, the Contractor shall, pursuant to his application, be allowed an extension of time beyond the time herein set forth, proportional to such delay or delays, in which to complete the contract. During such extension of time, neither extra compensation for engineering and inspection as provided in Section D7.04 - Compensation to the District for Extension of Time nor assessed damages pursuant to Section D6. 13 - Damages for Delay will be charged to the Contractor.

6.13 DAMAGES FOR DELAY

For each and every day that any portion of the work remains unfinished after the time fixed for completion in the contract documents as modified by any extension of time granted pursuant to Section D6.12, damage will be sustained by the District. Because of the difficulty in computing the actual material loss and disadvantages to the District, it is determined in advance and agreed by the parties hereto that the Contractor will pay the District One Thousand (\$1,000) per day, as representing a reasonable forecast of the actual damages which the District will suffer by the failure of the Contractor to complete the work within the stipulated time. The execution of the agreement shall constitute acknowledgement by the Contractor that he has ascertained and agrees that the District will actually suffer damages in the amount herein fixed for each and every day during which the completion of the work is avoidably delayed beyond the stipulated completion date.

Unless otherwise provided in the contract documents, the Contractor shall have no claim or right of action against the District for damages, costs, expenses, loss of profits, or otherwise because or by reason of any delay in the fulfillment of the contract within the time limited therefore occasioned by any cause or event within or without the Contractor's control, and whether or not such delay may have resulted from anything done or not done by the District under the contract.

6.14 HOURS OF LABOR

Pursuant to the California Labor Code Section 1810, eight (8) hours of labor shall constitute a legal days work. Failure of the Contractor to perform the work in accordance with this policy of the State of California shall be deemed to be a failure on his part to comply with the provisions of the contract within the meaning of Section D6.09- Dismissal of Contractor.

6.15 OVERTIME WORK

The Contractor, with the written permission of the District, may establish overtime and shift work as a regular procedure. Such permission may be revoked at any time. NO work other than overtime and shift work established as a regular procedure shall be done between the hours of 4:30 PM and 8:00 AM, nor on Saturdays, Sundays or legal holidays,

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except such work as is necessary for the proper care and protection of the work already performed or except in case of an emergency.

All costs for overtime construction observation, except those occurring as a result of overtime and shift work established as a regular procedure, shall be paid by the Contractor. Overtime observation shall include observation required during holidays, Saturdays, Sundays, and any weekday between the hours of 4:30 PM and 8:00 AM. Such costs will include but will not necessarily be limited to engineering, observation, general supervision and other overhead expenses, which are directly chargeable to the overtime work. All such charges shall be deducted by the District from payments due the Contractor.

6.16 PAYROLL RECORDS; RETENTION; INSPECTION; NONCOMPLIANCE PENALTIES; RULES AND REGULATIONS

As required under the provisions of Section 1776 of the California Labor Code, each Contractor and subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work.

The payroll records enumerated above shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

1. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
2. A certified copy of all payroll records enumerated above shall be made available for inspection or furnished upon request to a representative of the District, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.
3. A certified copy of all payroll records enumerated above shall be made available upon request by the public for inspection or copies thereof made; provided however that a request by the public shall be made through either the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to the above paragraph, the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the Contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal offices of the Contractor.

Each Contractor shall file a certified copy of the records, enumerated above with the entity that requested the records within 10 days after receipt of a written request.

Any copy of records made available for inspection and copies furnished upon request to

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the public or any public agency by the District, the Division of Apprenticeship Standards, or the division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor awarded the contract or performing the contract shall not be marked or obliterated.

The Contractor shall inform the District of the location of the records enumerated above including the street address, city and county, and shall, within five (5) working days, provide a notice of change of location and address.

In the event of noncompliance with the requirements of this Section, the Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this Section. Should noncompliance still be evident after the ten-day (10) period, the Contractor shall, as a penalty to the state or District forfeit twenty-five dollars (\$25.00) for each calendar day, or portion thereof; for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. Responsibility for compliance with these Paragraphs (a) through (f) lies with the Contractor.

6.17 WORKING HOURS

The Contractor shall comply with all applicable provisions of Section 1810 to 1815, inclusive, of the California Labor Code relating to working hours. The Contractor shall, as a penalty to the District, forfeit twenty-five dollars (\$25.00) 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 eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, unless such worker receive compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1.5) times the basic rate of pay. Normal working hours shall be from 8:00 a.m. to 4:30 p.m. Monday to Friday unless stated otherwise in Special Provisions Section D8.

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PART 7. MEASUREMENT AND PAYMENT

7.01 PAYMENT FOR LABOR AND MATERIALS

The Contractor shall pay and cause his subcontractors to pay any and all accounts for labor including worker's compensation premiums, state unemployment, and Federal social security payments and all other wage and salary deduction required by law, services and material used by him and his subcontractors during the fulfillment of the contract as and when such accounts become due and payable, and shall furnish the District with proof of payment of such accounts in such form and as often as the District may request. Should payment of such accounts not be made when and as they become due, the District shall be at liberty to pay the same, and all money so paid by the District shall be charged to the Contractor.

7.02 CHARGES TO CONTRACTOR

Everything charged to the Contractor under the terms of the contract shall be paid by the Contractor to the District on demand and may be deducted by the District from any money due or to become due to the Contractor under the contract and may be recovered by the District from the Contractor or his surety.

7.03 CHANGE ORDERS

Change orders issued pursuant to Section D2.04 - Right to Issue Change Orders, may either increase or decrease the amount of work to be done under the contract. If the amount of work is increased, the change shall be known as "extra work" order. If the amount of work is decreased, the change shall be known as a "work omitted" order.

Extra Work

Extra work means the furnishing of materials and equipment and the doing of work not directly or by implication called for by the contract. Changes in quantity under a unit price contract shall not be extra work. If the District requires extra work, the District may do it itself or by the employment of others, or it may direct the Contractor to do the extra work at a mutually agreed upon lump sum, or it may direct the Contractor to do the extra work on a time and expense basis. In the latter case, the Contractor shall keep an accurate daily record in a manner acceptable to the District of all the actual and necessary expense pertaining to the extra work and make such records available to the District for inspection at all times. Payment shall be on the basis of the actual necessary expense for doing the extra work, plus an allowance of 15 percent of the actual necessary expense to cover the overhead, general superintendence, profits and any other expense, and no other payment whatsoever shall be made on this account.

For the purpose of this Section, "actual necessary expense" shall mean the sum of the following items and all such costs shall mean actual costs whether incurred by the Contractor, a subcontractor or others:

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Materials and Equipment: Materials and equipment furnished by the Contractor and necessarily used in the work shall include applicable taxes and discounts whether taken by the purchaser or not.

Labor: The cost of labor shall include the actual wages paid, all workman's compensation premiums, State unemployment, Federal social security payments, other payments required by State or Federal law and payments made on behalf of workmen as required by collective bargaining agreements.

Supervision: The actual cost of supervision shall include only supervision employed full time supervising and extra work, when authorized in writing by the District.

Construction Equipment: Equipment rental rates for the use of equipment required in the performance of the extra work shall be one of the following: Those listed in the latest State of California Division of Highways contract in the location of the work; those listed by the local section of the Associated General Contractors; or those mutually agreed upon by the Contractor and the District. Rental rates shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs, maintenance, depreciation, storage, insurance and all other incidentals.

Individual pieces of equipment or small tools having a replacement value of \$100.00 or less shall be considered as expendable and no payment, therefore, shall be made.

The reasonable cost of moving equipment onto and off the job site shall be included, but equipment rental shall not be paid when the equipment is inoperative due to breakdowns.

When equipment is used on the extra work for less than five days, hourly rates shall be used and less than 30 minutes of operation shall be considered to be one-half hour of operation; when equipment is used on the extra work for more than five days, daily rates shall be used and less than four hours of operation shall be considered to be one-half day of operation.

Professional Services: Professional services or advice, if authorized in writing by the District.

Other Costs: Other costs, if authorized in writing by the District.

Work Omitted

The Contractor shall, when ordered in writing by the District, omit work and material to be furnished under the contract and the value of the omitted work and material will be deducted from the contract price. The value of omitted work and material will be based upon the unit price bid for each item of omitted work or if necessary, by a mutually agreed upon value.

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7.04 COMPENSATION TO THE DISTRICT FOR EXTENSION OF TIME

Compensation for extension of time for avoidable delay granted pursuant to Section D6.12 shall be the actual cost to the District of engineering, construction observation, general supervision and overhead expenses which are directly chargeable to the work and which accrue during the period of such extension, except that the cost of final observation and preparation of the final estimate shall not be included.

7.05 DETAILED BREAKDOWN OF CONTRACT PRICES

Except in cases where unit prices form the basis for payment under the contract, the Contractor shall, within ten days of receipt of notice to proceed, submit a complete breakdown of the contract price showing the value assigned to each part of the work, including an allowance for overhead and profit. Upon acceptance of the breakdown of the contract price by the District, it shall be used as the basis for all requests for payment.

7.06 PROGRESS PAYMENTS

The Contractor shall submit to the District, not later than the seventh day of the month, a payment request for materials furnished and work completed during the calendar month. Copies of such a payment request shall be in a form and number satisfactory to the District. The first payment request shall be the value of the work done and invoice cost of equipment and materials proposed and suitable for permanent incorporation in the work delivered and suitably and safely stored at the site of the work and all other payments due Contractor since the Contractor shall have begun the performance of the contract, and every subsequent payment request, shall be of the value of the work done and invoice cost of equipment and materials delivered and suitably stored at the site of work done and all other payments due Contractor since the last precedent estimate was made. With such payment request, the Contractor shall, if required, submit satisfactory evidence of payment for all materials and labor, including payments to subcontractors made during the previous month.

Upon receipt of a payment request the District shall do the following pursuant to Government Code Section 20104.50.

1. The District will review each payment request as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.
2. Any payment request determined not to be a proper payment request suitable for payment shall be returned to the Contractor as soon as practicable, but not later than seven days, after receipt. A request returned pursuant to this Subparagraph shall be accompanied by a document setting forth the reasons why payment request is not proper.

The District shall, if it fails to make any progress payment within 30 days after receipt of

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an undisputed and properly submitted payment request from the Contractor, pay interest to the Contractor pursuant to Government Code Section 20104.50 equivalent to the legal rate set forth in Subdivision (a) of Section 685.010 of the Code of Civil Procedure. The number of days available to the District to make a payment without incurring interest pursuant to Government Code Section 20104.50 shall be reduced by the number of days by which the District exceeds the seven-day requirement set forth in Subparagraph 2 of this Section.

For purpose of this Section, a "progress payment" includes all payments due Contractors, except that portion of the final payment designated by the contract as retention earnings.

7.07 PROMPT PAYMENT AND RETENTION

The District agrees to make payment to its Contractor promptly and to retain only such amounts as may be justified by specific circumstances and provisions of the construction contract.

Retained amounts shall be limited, except where greater retention is necessary under specific circumstances, specifically provided for in the construction contract, to the following schedule:

1. Retention of up to five percent (5%) of payments claimed until construction is complete.

2. Pursuant to the provisions of Public Contract Code Section 22300, and upon the request and expense of the Contractor, securities equivalent to the amount withheld by the District to insure performance under the Contract may be deposited with the District, or with a state or federally chartered bank as escrow agent who shall deliver such securities to the Contractor upon satisfactory completion of the contract. Only those securities listed in Government Code Section 16430 or other securities approved by the District are eligible for deposit. The deposit of securities with an escrow agent or the District shall be in the form and on such terms and conditions as the District may require to protect the interest of the District in the event of the Contractor's default. The Contractor shall be beneficial owner of any securities, which are deposited and shall receive any interest thereon.

7.08 FINAL INSPECTION AND ACCEPTANCE OF THE WORK

The Contractor shall notify the District 10 days in advance of completion of work that he is ready for final inspection. The notice shall be in writing and it shall request a date and time for the final inspection of work. The District, together with the Contractor, will make a personal inspection of all items of construction for conformance to the terms of the contract. Items not conforming or not yet completed will be noted in writing and copies of this listing of corrective or remedial work will be delivered to the Contractor.

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7.09 FINAL PAYMENT

The District will make final payment to the Contractor in the manner provided by law following the expiration of 65 days after the acceptance of the work and the filing of the notice of completion by the District. Such final payment shall include the entire sum so found to be due hereunder, after deducting therefrom and/or adding thereto all such lawful amounts as the terms of this contract prescribe.

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PART 8. SPECIAL PROVISIONS

8.01 LICENSE REQUIREMENT

The Contractor shall possess a Class B license "General Building Contractor".

8.02 STANDARD SPECIFICATIONS

The following codes and standards may be referred to herein:

American Concrete Institute (ACI)

American Gas Association (AGA)

American National Standards Institute (ANSI), Formerly USASI; formerly ASA

American Society for Testing and Materials (ASTM)

American Petroleum Institute (API)

American Water Works Association (AWWA)

Overhead Electrical Crane Institute (OECD)

American Society of Civil Engineers (ASCE)

Federal Specifications (Fed. Spec.)

Standard Specifications, State of California, Department of Transportation

(CalTrans) Standard Specifications for Public Work Construction (Greenbook)

Uniform Building Code (Latest Edition)

Uniform Plumbing Code (Latest Edition)

Uniform Fire Code (Latest Edition)

8.03. RETAINED PERCENTAGE

The District will retain a percentage of each progress payment as a fund for the protection and payment of any person or persons, mechanics, subcontractor, or materialmen who shall perform any labor upon the contract or work thereunder, and all persons who shall supply such person or persons or subcontractors with components and supplies for carrying on such work. Retained percentages shall be as stated in Section D7.07 - Prompt Payment and Retention.

8.04. TIME OF COMPLETION

The Contractor shall start the work promptly and shall prosecute the work so that all portions of the project are complete and ready for full use within 150 calendar days after the date of receipt of Notice to Proceed.

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8.05. AMOUNT OF BUILDER'S RISK INSURANCE

The amount of builder's risk insurance as set forth in Section D5.10- Builder's Risk Insurance shall be the insurable value of the bid price.

8.06 NONDISCRIMINATION IN EMPLOYMENT

The Contractor shall comply with all laws, state and federal, prohibiting employment discrimination.

8.07 NUMBER OF COPIES OF CONTRACTOR'S SUBMITTALS

Review drawings or information regarding materials and equipment shall be submitted in five copies. The District, after taking appropriate action, will return two marked copies to the Contractor.

8.08 NUMBER OF COPIES OF CONTRACT DOCUMENTS

The Contractor shall be supplied by the District with five sets of full-size drawings.

8.09 NOT USED

8.10 NOT USED

8.11 WORK PLAN

The Contractor shall submit, within 10 days prior to the pre-construction conference to be scheduled by the District, a project Work Plan locating all planned lay-down areas for equipment and materials, and planned ingress and egress routes to project work areas. Contractor shall note that the driveways and drive aisles cannot be blocked at any time so that fire vehicles are not disrupted. Access must be available at all times to fueling station.

The Work Plan shall also include the Contractor's plan for handling of hazardous materials.

The Contractor shall be off the project site at the end of the designated time stated.

8.12 WAGE DETERMINATION

It shall be incumbent upon the successful bidder to pay at least the minimum hourly wage required to be paid to the various workmen employed directly upon the site of the work, and in case of conflict with any local prevailing rates, the higher rate shall prevail.

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8.13 COMPLIANCE WITH LABOR STANDARDS

The Contractor shall comply with all applicable local, state, and federal labor standards relative to the payment of prevailing wages as described by the Secretary of Labor, the Labor Commissioner, and certain other labor standards and procedures as set forth therein.

Contractor will pay and require all subcontractors to pay all employees on said project a salary or wage at least equal to the prevailing rate of per diem wages as determined by the Secretary of Labor in accordance with the Davis-Bacon Act for each craft or type of worker needed to perform the Contract. A copy of the provisions of the Davis-Bacon Act to be complied with are incorporated herein as a part of this Contract and referred to by reference. District has ascertained from the State of California Director of Industrial Relations, the general prevailing rate of per diem wages and the general prevailing rate for legal holiday and overtime work in the locality in which the work is to be performed for each craft or type of work needed to execute this Contract, and copies of the same are on file in the District Office. The Contract agrees that not less than said prevailing rates shall be paid to workers employed on this public works contract as required by California Labor Code Section 1774. Contractor shall, as a penalty to the District, forfeit up to Fifty Dollars (\$50.00) for each calendar day or portion thereof for each worker paid (either by it or any subcontractor under it), less than the prevailing rate of per diem wages as set by the Director of Industrial Relations, in accordance with California Labor Code Section 1770 for the work provided for in this Contract, all in accordance with California Labor Code Section 1775. Section 1773.8 of the California Labor Code, regarding the payment of travel and subsistence payments, is applicable to this Contract and Contractor shall comply therewith.

Contractor shall submit payroll certification forms verifying compliance with the prevailing wage provisions of this Section.

8.14 NOT USED

8.15 NOT USED

8.16 NOT USED

8.17 ARCHAEOLOGICAL MATERIALS

If archaeological materials are uncovered during earthwork or trenching, stop work within 100 feet of archaeological materials until a professional archaeologist certified by the Society of California Archaeology or the Society of Professional Archaeology has evaluated the significance of the find. Depending on significance of find, archaeologist may suggest mitigation measures.

In the event that archaeological remains are uncovered by work of this project and examination of remains delays Work, Contractor shall be entitled to an extension of

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contract duration equal to the number of days Contractor is delayed. No compensation or additional time will be allowed for delays caused by examination of archaeological remains.

8.18 DISCOVERY OF PROTECTED ANIMAL AND PLANT LIFE

If protected animal or plant life is discovered during earthwork or trenching, work shall be stopped within 100 feet of the protected animal or plant life. The District will notify the effective agency and evaluate the significance of the find. Depending on significance of find, the District may suggest mitigation measures.

In the event that a discovery is uncovered by work of this project and examination of the discovery delays Work, Contractor shall be entitled to an extension of contract duration equal to the number of days Contractor is delayed. No compensation or additional time will be allowed for delays caused by examination of discovery of protected animal or plant life.

8.19 CONSTRUCTION DEBRIS

It shall be the sole responsibility of the Contractor for disposal of construction debris including excess excavating material, scrap wood, concrete, etc. The Contractor agrees to clean project site and remove debris from the premises after each phase of construction. The project site must remain in a clean manner, acceptable to the Fire Chief.

8.20 PROTECTION FROM ENVIRONMENTAL HAZARDS

The contractor shall provide protection from environmental hazards, dust, fumes, carbon monoxide etc., to personnel living on the second floor of the fire station. A temporary airtight barrier fifty-four inches by one hundred and twenty five inches, plus or minus (54"x125" plus or minus), shall be installed at the rear of the apparatus bay. Exact location to be determined at the preconstruction conference.

8.21 PROJECT WORK HOURS

Work shall be constructed between the hours of 8:00 a.m. and 4:30 p.m.

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PROJECT DRAWINGS AND SPECIFICATIONS

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ADDENDA