



INVITATION TO BID

The Montecito Fire Protection District (MFPD) requests Competitive Sealed Bids for:

ITB# 2024-005
Gates & Carport
Fire Station 92

1. Overview

1.1. General Project Description

The Montecito Fire Protection District seeks to construct a vehicle entry gate, accessible pedestrian entry gate, and a carport at Station 92, 2300 Sycamore Canyon Road, Santa Barbara, CA 93108. This invitation to Bid (ITB) #2024-005 follows a previous ITB #2024-002 for the identical scope of work but after which no award was made due to the receipt of only one bid.

The plans for this project, dated 5/29/24 and provided as Exhibit C of this ITB, have been approved by the County of Santa Barbara Building Department. The permit and stamped plans are ready for issuance once a signature is provided by the successful Bidder.

1.2. Invitation to Bid (ITB) Coordinator

All communications concerning this ITB must be submitted via email to the ITB Coordinator identified below. The ITB Coordinator will be the point of contact for this ITB. Emails should also be copied to Anthony Hudley, MFPD Battalion Chief, at ahudley@montecitofire.com.

Dan Underwood
Underwood Management Resources, Inc.
dan@underwoodmgmt.com
805-451-6250

1.3. Associated Consultants / Team Members

MFPD has hired the following consultants to assist in the design, management, and coordination of this project:

- Construction Management – Underwood Management Resources, Inc (Dan Underwood)
- Architect – Pacific Architects (Bill Wolf)
- Structural Engineer – Kevin L Vandervort Structural Engineering (Kevin Vandervort)
- Electrical Engineer – JMPE Electrical Engineering (John Maloney)

MFPD reserves the right to share with any consultant of its choosing this ITB and all bids received in order to secure a second opinion. MFPD may also invite said consultant to participate in the bid evaluation process.

1.4. Bid Preparation Costs

MFPD will not pay any costs associated with the preparation, submittal, or presentation of any bid response.

1.5. ITB Amendment and Cancellation

MFPD reserves the unilateral right to amend this ITB in writing at any time. The MFPD also reserves the right to cancel or reissue the ITB at its sole discretion. If an amendment is issued, it will be provided to all registered Bidders.

1.6. Intent to Bid

Each Bidder that plans to submit a bid should register by email with the ITB Project Coordinator. The email should indicate the Bidder's intent to respond to this ITB, and include:

- Company name
- Name and title of Bidder main contact
- Bidder main contact address, telephone number, and email address

The "Intent to Bid" email is **highly recommended** to ensure receipt of ITB amendments, responses to bidder questions, and other communications regarding the ITB. The Intent to Bid is not intended to bind Bidders to submitting a bid.

1.7. ITB Questions

Specific questions concerning the ITB should be submitted via e-mail to the ITB Coordinator by the date identified in ITB Section 2.2. Copies of all questions and MFPD's responses will be emailed to all registered Bidders.

2. ITB Schedule

2.1. Site Visit Prior to Bid

Any prospective bidder may request a tour of the property by contacting the ITB Coordinator and requesting a site tour. Prospective bidders shall not enter the site without receiving prior permission.

2.2. ITB Schedule

EVENT	DATE / TIME
ITB Issuance	November 14, 2024
Job Walk	10:30am, Nov 22, 2024
Intent to Bid submittal (recommended)	December 2, 2024
Deadline for Bidder questions	December 2, 2024
Deadline for MFPD response to Bidder questions	December 6, 2024
Deadline for bid submittal	2:00pm, December 16, 2024
Public bid opening	2:15pm, December 16, 2024

Bids will be discussed and awarded at a Montecito Fire Protection District Board of Directors regular public meeting. Regular meetings are held on the fourth Monday of each month.

3. Bid Submittal

3.1. General Instructions

MFPD discourages lengthy and costly bids. Bids should be prepared simply and economically and provide a straightforward, concise description of the Bidder's company, qualifications, proposed solution, and capabilities to satisfy the requirements of this ITB. Emphasis should be on completeness and clarity of content. Glossy sales and marketing brochures are not necessary or desired.

3.2. Bid Package Submittal

Bid packages must be submitted no later than the date and time identified in Section 2.2. Bidders assume the risk of the method of delivery chosen. MFPD assumes no responsibility for delays caused by any delivery service. A Bidder's failure to submit a bid before the deadline may cause the bid to be disqualified and returned to sender unopened. Postmarks will not be accepted as proof of receipt.

Bidders must submit, in a sealed package, two (2) signed copies of the Bid Package and one electronic copy of the Bid Package. The electronic copy can be one single document or the bid and exhibits. Please submit in .pdf format.

The bid package to be marked “Station 92 Gates & Carport Project – General Contractor Bid” and should be mailed, couriered, or hand delivered as follows:

Montecito Fire Protection District
Attn: Anthony Hudley, Battalion Chief
595 San Ysidro Road
Santa Barbara, CA 93108

3.3. Bid Package Inclusions

The Bid Package submitted by Bidder shall include the following:

- Preliminary schedule from commencement to completion
- Cost proposal, provided on the Bid Form attached as Exhibit D, for a Fixed Price Contract, including:
 - Total project cost
 - Builder’s Fee (profit, overhead, and insurance)
 - Breakdown of monthly General Conditions costs
 - Hourly pricing for on-site supervision and any proposed self-performed work
 - Breakdown of costs by trade
 - Exclusions for any scope of work not included in the bid. Bidders are required to submit a complete bid for the work anticipated in the construction documents, and noted at the job walk, and are expected to resolve any missing or unclear issues during the bid process prior to the Deadline for Bidder Questions as shown in 2.2. If Bidder is unable to resolve any issue, then Bidder shall clearly note any exclusions in the bid.
- Summary of Bidder protocols and strategy for management of the project
- Statement indicating the bid remains valid for at least 120 days
- Statement that the Bidder, or any individual who will perform work for the Bidder, is free of any conflict of interest (e.g., employment by MFPD).
- Confirmation the Bidder understands and is in full compliance with the scope of work and specifications, as outlined in Exhibit A (Scope of Work), Exhibit C (plans), and Exhibit E (Contract). Any deviation (not recommended) from the scope of work and specifications as described in these exhibits, must be specifically identified in the Bid Package.
- Signature of a company officer empowered to bind the Bidder to the provisions of this ITB and any contract awarded pursuant to it.
- Completed and signed Bidder’s Statement of Qualifications, Exhibit B (attached).
- At least five references for similar work done in the last five years.
- Evidence of insurance: General Liability (\$1,000,000/\$2,000,000), Automobile Liability (\$1,000,000), Workers Compensation (\$1,000,000)

3.4. Bid Errors

Bidders are liable for all errors or omissions contained in their bids. Bidders will not be allowed to alter bid documents after the deadline for submitting a bid.

3.5. Collusion

By submitting a response to the ITB, each Bidder represents and warrants that its response is genuine and made in the interest of or on behalf of any person not named therein; that the Bidder has not directly induced or solicited any other person to submit a sham response or any other person to refrain from submitting a response; and that the Bidder has not in any manner sought collusion to secure any improper advantage over any other person submitting a response.

3.6. Required Review and Waiver of Objections

Comments concerning ITB objections must be made in writing and received by MFPD no later than the "Deadline for Bidder Questions" detailed in Section 2.2. Protests based on any objection will be considered waived and invalid if these faults have not been brought to the attention of MFPD, in writing, by the "Deadline for Bidder Questions".

3.7. Proprietary Information

A copy of each bid will be retained for official files and will become public record after the award of a contract unless the bid, or specific parts of the bid, can be shown to be exempt by law (Government code §6276). Each Bidder may clearly label part of a bid as "CONFIDENTIAL" if the Bidder thereby agrees to indemnify and defend MFPD for honoring such a designation. The failure to so label any information that is released by MFPD will constitute a complete waiver of all claims for damages caused by any release of the information.

3.8. Prevailing Wage

Contractors and subcontractors must be registered with the Department of Industrial Relations (DIR) at the time of bid, or else the bid may be rejected as non-responsive. (See Labor Code sections 1725.5 and 1771.1.) Each bidder must submit proof of contractor registration with DIR, e.g. - a hard copy of the relevant page of the DIR's database found at: https://services.dir.ca.gov/gsp?id=dir_contractors&table=x_cdoi2_letf_core_contractor_lookup. This Contract is subject to monitoring and enforcement by the DIR pursuant to Labor Code Section 1771.4.

3.9. Licensed Contractors

Bidders and their proposed subcontractors shall hold such licenses as may be required by the laws of the State of California for the performance of the work specified. The

selected Bidder will also be required to ensure that all subcontractors working on the project are holding valid licenses suitable for their trade

4. Evaluation and Award

4.1. Bid Package Evaluation

The contract will be awarded to the lowest responsible bidder in accordance with the competitive bid procedures set out in the Public Contract Code section 20813. Bids will be evaluated based on the following:

- Bidder understanding of the work required and completeness of the Bid
- Responsiveness of the Bid to the ITB
- Compliance with the scope of work and specifications in Exhibits A, C, D, and E (value engineering recommendations can be provided but will not be evaluated by MFPD and its consultants until the award has been made)
- Project cost as proposed on the Bid Form (Exhibit D)
- Responses in Bidder's Statement of Qualifications (Exhibit B)
- Recent relevant references
- Ability to perform the work and respond to warranty requests

4.2. Bid Clarifications

MFPD reserves the right, at its sole discretion, to request bid clarifications or conduct discussions for the purpose of clarification with any or all Bidders. The purpose of any such discussions shall be to ensure full understanding of the Bids.

4.3. Execution

If the selected Bidder does not execute a contract with MFPD within thirty (30) business days after notification of selection, MFPD may give notice to that Bidder of their intent to select from the remaining Bidders or to call for new bids, whichever MFPD deems appropriate.

4.4. Right of Rejection

MFPD reserves the right, at its sole discretion, to reject any and all bids or to cancel this ITB in its entirety. Any bid received which does not meet the requirements of this ITB may be considered to be nonresponsive and the bid may be rejected. Bidders must comply with all of the terms of this ITB and all applicable State laws and regulations.

4.5. Variances

MFPD reserves the right, at its sole discretion, to waive technical variances in bids provided such action is in the best interest of MFPD. Where MFPD waives minor

variances in bids, such waivers do not modify the ITB requirements or excuse the Bidder from full compliance with the ITB. Notwithstanding any minor variance, the MFPD may hold any Bidder to strict compliance with the ITB.

4.6. Binding Agreement

All legal rights and obligations between the Apparent Successful Bidder and the Fire District will come into existence if and only if a contract is approved by the MFPD Board and the same is fully executed by the parties. The legal rights and obligations of each party shall at that time be only those rights and obligations which are set forth in such fully executed agreement.

5. Rights of MFPD

5.1. MFPD Rights

MFPD reserves the right to:

- Make the selection based on its sole discretion and that it deems to be in the best interest of MFPD.
- Reject any and all bids
- Issue subsequent Requests for Bids
- Postpone opening bids, if necessary, for any reason
- Remedy errors in the ITB process
- Approve or disapprove the use of particular subcontractors
- Negotiate with any, all, or none of the Bidders
- Accept other than the lowest offer
- Waive informalities and irregularities in the bids
- Enter into an agreement with another Bidder in the event the originally selected Bidder defaults or fails to execute an agreement with MFPD

Exhibit A

SCOPE OF WORK

Pre-Construction

- Pull permit (paid for by the MFPD)
- Work with the MFPD, Construction Manager, Architect, and additional design team members to review the construction documents for the quality of materials and equipment, to ensure an efficient, cost effective design and the reduction of lifecycle costs
- Review the construction documents for completeness and coordination, specifically as it relates to constructability, design conflicts, and improvement of plan details
- Provide recommendations in order to proactively minimize extra costs and delays and to ensure systems that perform as intended
- Provide a preliminary construction schedule (add detail to ITB schedule)
- Meetings with MFPD, Construction Manager, Architect and any other team members in preparation for construction

Construction

- Provide administrative coordination of specifications through Submittals, questions related to the plans through RFIs, and changes to the cost of construction through Change Orders
- Supervise and coordinate all subcontracted and self-performed work to ensure compliance with plans, specs, codes, industry standards, safety standards, subcontracts, Schedule of Values, and Construction Schedule
- Quality control
- Pay for all costs incurred to fully and properly perform and complete the work as required by the construction documents
- Provide and maintain a construction schedule
- Provide and maintain a Schedule of Values
- Punch list completion

Post Construction

- Provide all warranty information to the MFPD
- Provide any necessary training for operation of newly installed equipment to the MFPD

Exhibit B

BIDDER'S STATEMENT OF QUALIFICATIONS

Name of Bidder:

Address of Principal Office:

1. Organization structure: individual , a partnership , a corporation , an LLC or a joint venture (Check as applicable)

2. Are you registered as a contractor or subcontractor with the California Department of Industrial Relations? _____

Registration No.: _____ Registration Expiration Date: _____

BIDDER MUST SUBMIT PROOF OF CONTRACTOR REGISTRATION WITH THE DIR IN THE FORM OF A HARD COPY OF THE RELEVANT PAGE OF THE DIR'S DATABASE FOUND AT:

https://services.dir.ca.gov/gsp?id=dir_contractors&table=x_cdoi2_letf_core_contractor_lookup

3. How many years has your organization been in business as a Contractor under your present business name? _____

4. Organization years of experience with work similar to this project? _____. Experience with Public Agencies? _____

5. On a separate sheet, provide examples of three (3) projects of similar type, size, scope, and complexity. For each Project, briefly describe the following (each project and its description shall not exceed one page):

- A description of project and services provided by your firm
- Location
- Year completed
- Project cost
- Provide reference information, including contact information, for the Project owner, the owner's representative, and the Architect. Briefly describe each reference's role and responsibility and everyday interaction with your project team

6. Provide a statement about your firm and your team relative to the expertise and experience of the construction firm and key personnel that will likely be involved in the project. In addition, it would be helpful to know what tasks each key personnel will be responsible for as the project progresses.

7. Provide a description of the firm's past experience with, and protocols for, pre-construction plan review and value engineering.

8. Have you, your organization, or any officer or partner thereof, not completed a contract for any reason, including instances when your organization did not complete a contract due to termination or dispute between the parties? _____

If yes, please provide details (use additional sheets if necessary).

9. Is your organization involved in any dispute resolution processes, including claims or litigation pending against your organization or initiated by your organization? _____

If yes, please provide details (use additional sheets if necessary).

10. Has your organization been involved in any bankruptcy or insolvency proceedings in the last ten years? _____

If yes, please provide details (use additional sheets if necessary).

The undersigned bidder represents and warrants that the foregoing information is true and accurate.

Signature of Bidder

Date

Name/Title

Montecito Fire Protection District
595 San Ysidro Rd, Montecito, CA 93108

Invitation to Bid
November 14, 2024

Exhibit C

PROJECT PLANS

Architect: Pacific Architects

Plans: Montecito Fire Station 92, 2300 Sycamore Canyon Road
Delta 3 plans with dates through 5/29/24

Please access and download the bid set of plans from the link below or on the Montecito Fire website, included as part of the Invitation to Bid package. If you have any problems, please contact Dan Underwood.

https://drive.google.com/file/d/1INvzC6rnQ-U3Z76v6WCeRzJDTgGaVDXl/view?usp=drive_web

Exhibit D

BID FORM - 2300 Sycamore Canyon Rd.

Station 92 - Gate and Carport Project

DIVISION / DESCRIPTION	COST	COMMENTS
Division 00 - Contracting Requirements		
00 80 00 - Permits		By owner
Division 01 - General Requirements		
Personnel:		
01 31 26 - Project Manager		
01 31 35 - Superintendent		
01 31 40 - Asst Superintendent		
01 31 45 - Project Engineer		
Temp Facilities:		
01 33 24 - Plan Printing		
01 52 10 - Storage Trailer		
01 52 13 - Job Site Office		
01 52 30 - Office Equipment / Furniture		
01 52 50 - Office Supplies		
01 52 65 - Drinking Water		
Temp Utilities:		
01 51 13 - Temp Power		
01 52 19 - Temp Toilets		
01 51 26 - Temp Lighting		
01 51 33 - Temp Phone		
01 51 36 - Temp Water		
Equipment:		
01 54 50 - Forklifts		
01 54 70 - Cranes		
01 54 95 - Misc Tools		
Project Maintenance:		
01 55 13 - Temp Roads		
01 55 19 - Temp Parking		
01 55 26 - Traffic Control		
01 55 27 - Pedestrian Protection		
01 55 29 - Temp Staging		
01 56 13 - Property Protection		
01 56 24 - Street Barricades		
01 56 26 - Temp Fencing		
01 56 34 - Temp Security		
01 57 13 - Erosion Control		
01 57 15 - Street Sweeping		
01 58 13 - Project Signage		
01 74 13 - Clean Up		
01 74 14 - Final Clean		
01 74 15 - General Labor		
01 74 16 - Jobsite Office Clean		
Division 02 - Site Work		
02 10 00 - Surveying		
02 20 00 - Demolition		
02 25 00 - Lead and Asbestos Abatement		
02 30 00 - Rough Grading		
02 31 00 - Spoils Removal		
02 32 00 - Soil Remediation		

DIVISION / DESCRIPTION	COST	COMMENTS
02 40 00 - Underground Utilities 02 41 00 - Water 02 41 50 - Fire Water 02 42 00 - Sewer (1255 and 1257) 02 42 00 - Sewer (1259) 02 43 00 - Gas 02 44 00 - Electric 02 50 00 - Storm Drain 02 60 00 - Street Improvements/Repair 02 70 00 - Concrete Paving 02 75 00 - Concrete Pavers 02 80 00 - Fences and Gates 02 90 00 - Landscaping		
Division 03 - Concrete 03 00 00 - Concrete 03 30 00 - Cast-in-Place Concrete 03 40 00 - Precast Concrete 03 50 00 - Lightweight Concrete 03 60 00 - Gypsum Concrete 03 80 00 - Concrete Cutting and Boring		
Division 04 - Masonry 04 00 00 - Masonry 04 40 00 - Stone Assemblies 04 70 00 - Manufactured Masonry 04 72 00 - Cast Stone		
Division 05 - Metals 05 00 00 - Metals 05 10 00 - Structural Metal Framing 05 50 00 - Metal Fabrications 05 50 01 - Steel Gate Frame 05 70 00 - Decorative Metal		
Division 06 - Wood, Plastics, Composites 06 10 00 - Rough Carpentry 06 20 00 - Finish Carpentry 06 40 00 - Architectural Woodwork 06 40 01 - Decorative Wood Beams 06 40 09 - Wood Entry Gate 06 40 50 - Cabinets 06 60 00 - Plastic Fabrications 06 80 00 - Countertops		
Division 07 - Thermal and Moisture Protection 07 10 00 - Waterproofing 07 20 00 - Thermal Insulation 07 40 00 - Roofing 07 50 00 - Membrane Roofing 07 60 00 - Flashing and Sheet Metal 07 71 23 - Gutters and Downspouts 07 70 00 - Roof and Wall Specialties/Accessories		
Division 08 - Openings 08 00 00 - Openings 08 10 00 - Doors and Frames 08 10 01 - Wood Doors and Frames 08 10 02 - Steel Doors and Frames 08 30 00 - Specialty Doors and Frames 08 40 00 - Entrances, Storefronts, Curtain Walls		

DIVISION / DESCRIPTION	COST	COMMENTS
08 50 00 - Windows 08 50 01 - Wood Windows 08 50 02 - Steel Windows 08 60 00 - Roof Windows and Skylights 08 70 00 - Hardware 08 80 00 - Glazing 08 90 00 - Louvers and Vents		
Division 09 - Finishes 09 00 00 - Finishes 09 20 00 - Plaster and Gypsum Board 09 20 01 - Exterior Plaster 09 20 02 - Interior Plaster Veneer 09 20 03 - Drywall 09 30 00 - Tile 09 50 00 - Ceilings 09 60 00 - Floorings 09 60 01 - Wood Flooring 09 60 02 - Stone Flooring 09 60 03 - Ceramic Tile Flooring 09 60 04 - Carpet 09 70 00 - Wall Finishes 09 80 00 - Acoustic Treatment 09 90 00 - Painting and Coating		
Division 10 - Specialties 10 28 00 - Mirrors and Glass 10 28 19 - Shower Doors 10 30 00 - Fireplaces and Stoves 10 80 00 - Other Specialties		
Division 11 - Equipment 11 10 00 - Central Vacuum System 11 40 00 - Appliances 11 40 01 - Appliance Install 11 50 00 - Heated Towel Rack 11 90 00 - Entry Gate Equipment		
Division 12 - Furnishings 12 20 00 - Window Treatments 12 20 01 - Motorized Window Shades 12 30 00 - Casework 12 36 00 - Countertops		
Division 14 - Conveying Equipment 14 10 00 - Dumbwaiters 14 20 00 - Elevators		
Division 21 - Fire Suppression 21 00 00 - Fire Suppression		
Division 22 - Plumbing 22 00 00 - Plumbing 22 30 00 - Radiant Plumbing 22 40 00 - Plumbing Fixtures 22 50 00 - Pool and Fountain Plumbing Systems		
Division 23 - Heating, Ventilating, and A/C 23 00 00 - Heating, Ventilating, and A/C 23 30 00 - HVAC Air Distribution		
Division 25 - Integrated Automation 25 00 00 - Integrated Automation 25 10 00 - Integrated Automation Network Equip		

DIVISION / DESCRIPTION	COST		COMMENTS
Division 26 - Electrical 26 00 00 - Electrical 26 10 00 - Medium-Voltage 26 20 00 - Low-Voltage 26 30 00 - Power Generating and Storing Equip 26 90 00 - Light Fixtures			
Division 27 - Communications 27 00 00 - Communications 27 10 00 - Structured Cabling 27 20 00 - Data Communications 27 30 00 - Voice Communications 27 40 00 - Audio-Video Communications			
Division 28 - Electronic Safety and Security 28 00 00 - Electronic Safety and Security 28 40 00 - Electronic Monitoring and Control			
Division 31 - Earthwork 31 00 00 - Earthwork 31 10 00 - Site Clearing 31 20 00 - Excavation and Grading 31 40 00 - Shoring and Underpinning 31 50 00 - Excavation Support/Protection 31 60 00 - Special Foundations			
Division 32 - Exterior Improvements 32 00 00 - Exterior Improvements 32 10 00 - Bases, Ballasts, and Paving 32 10 01 - Asphalt Paving 32 10 02 - Concrete Paving 32 30 00 - Site Improvements 32 30 01 - Exterior Fountain 32 80 00 - Irrigation 32 90 00 - Planting			
Division 33 - Utilities 33 00 00 - Utilities 33 10 00 - Water Utilities 33 20 00 - Wells 33 30 00 - Sanitary Sewerage Utilities 33 40 00 - Storm Drainage Utilities 33 70 00 - Electrical Utilities			
Division 46 - Water and Wastewater Equip 46 00 00 - Water and Wastewater Equipment			
Division 48 - Electrical Power Generation 48 00 00 - Electrical Power Generation 48 10 00 - Electrical Power Generation Equip			
Subtotals		0.00	
Contractor Fee and Ins	0.00%	0.00	Overhead, Profit, and Insurance
Totals		0.00	

Bidder is required to include costs for all work identified or reasonably inferred in the plans and specs in the Bid Form above. It is not necessary to utilize every line above, only as best identified by the description associated with the work. Should Bidder require additional line items to provide a cost for the work, Bidder shall add the needed line items and descriptions.

EXHIBIT E

MONTECITO FIRE PROTECTION DISTRICT CONSTRUCTION CONTRACT

Date of contract:
Contract No:
Name of Contractor:
Address:

Project description:

This Construction Contract ("Contract") is made and entered into as of this ____ day of _____, by and between the Montecito Fire Protection District, a Fire Protection District ("District") and the above-named contractor ("Contractor"), for the construction of the project described herein.

NOW, THEREFORE, the Parties hereto agree as follows:

1. Type of Contract

This Contract is a firm-fixed price contract.

2. Contract Price

Contractor shall perform the work described in this Contract and the other Contract Documents, as described below (the "Work"), and the District shall pay the Contractor, in full payment for said Work, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs the sum of: \$_____.

3. Payment Schedule

All payments required to be made under the terms of this Contract shall be made as set forth in the contract documents attached hereto.

4. Scope of Services

The Contractor shall perform all the Work within the time stipulated in the Contract Documents, and shall provide all labor, materials, tools, equipment, apparatus, and facilities necessary to, and shall perform and complete in a good, safe and workmanlike manner, the Work set forth in the Contract Documents with regard to the project ("Project"). Should the scope of services be modified or changes made by the District, the Contractor shall provide a change order to the District identifying costs or credits as appropriate, including profit and overhead per the percentage identified in the "Contract Documents", with all related back up to support the change order amount.

5. Contract Documents

The full contract between the parties is set forth in the "Contract Documents," which consist of this Contract and the other documents identified in this Article 5 below. Together, these form the entire Contract between Owner and Contractor, and by this reference these Contract Documents are fully incorporated herein. Any previously existing contract or understanding concerning the Work contemplated by the Contract Documents is hereby revoked.

The complete Contract consists of all the following (collectively, the "Contract Documents"), which are specifically incorporated herein by reference:

- a. This Contract.
- b. Invitation to Bid.
- c. Contractor's Response to Invitation to Bid.
- d. Specifications.
- e. Plans.
- f. All applicable wage determinations, safety and health regulations, non-discrimination provisions, labor standards, and requirements.

In the event of any perceived conflict or inconsistency, the Contract Documents shall be interpreted in the order of priority set forth herein.

6. Indemnity

Contractor agrees to indemnify, hold harmless and defend District and every officer, employee, representative or agent of District, from any and all liability, claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Contract performed by Contractor or its agents, employees, subcontractors and other persons acting on Contractor's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, willfulness or acts for which Contractor or its agents, subcontractors and other persons acting on Contractor's behalf would be held strictly liable.

7. Insurance

a. Before beginning the performance of the work, Contractor shall purchase and maintain insurance to protect Contractor and District from claims: (i) arising from Contractor's operations under the contract by the Contractor, a subcontractor or anyone employed by them, or anyone for whose acts any of them may be liable; (ii) under workers' compensation, disability benefits and other similar benefit acts; (iii) for damages because of bodily injury, occupational sickness, or disease, or death of the Contractor's employees, or persons other than the Contractor's employees; (iv) for

damages insured by usual personal injury liability coverage sustained by a person as a result of an offence related to employment of such person by the Contractor, or other persons; (v) for damages, other than the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (vi) for damages because of bodily injury, death of a person or property damage arising from ownership, maintenance or use of a motor vehicle; (vii) involving contractual liability insurance applicable to the Contractor's obligations; and (viii) for damage to work in progress.

(b) The insurance required shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever is greater. The insurance shall be purchased from companies authorized to do business in the jurisdiction where the project is located. Coverages shall be written on an occurrence basis without interruption from the date of commencement of the work until date of final payment or until termination of coverage required to be maintained after final payment. District, its officers, agents and employees shall be named as additional insured.

(c) Certificates of insurance executed by the carrier(s) and acceptable to District and copies of the policy shall be filed with District prior to the commencement of the work. The Certificates and the insurance policies shall provide the policies will not be canceled or allowed to expire until at least thirty days prior written notice has been given to District. If the insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final application for payment. Information concerning reduction of coverage shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief.

(d) Contractor shall require each subcontractor to maintain policies of insurance covering the hazardous, and under the conditions, mentioned above and having District, its officers, agents, volunteers and employees as additional insurers. Copies of the subcontractor's certificates of insurance and policies shall be filed with District.

8. Time for Performance

The time limit for the completion of the Work is set forth in the Contract Documents and shall begin upon District issuing a notice to proceed ("Notice to Proceed"), subject to extension as provided in the General Conditions.

Contractor will not perform any Work until the District issues the Notice to Proceed. Work will be completed within the time limit specified above and in the Notice to Proceed.

9. Compliance with Laws.

Contractor shall comply with all laws relating to the Work.

10. Headings and Titles

All headings and titles set forth in this Contract are intended for convenience only, and are not intended, and shall not be construed, to enlarge, restrict, limit or affect in any way the construction, meaning, or application of the provisions thereunder, or under any other heading or title.

11. Severability

The invalidity of any provision of this Contract shall not affect the validity of any other provision, and all other provisions shall remain in full force and effect.

12. Acknowledgement

The Contractor by signing hereunder acknowledges that it has reviewed all of the Contract Documents described herein and agrees with the requirements, conditions and covenants contained therein.

MONTECITO FIRE PROTECTION DISTRICT

David Neels, Fire Chief
