

CONTRACT

KENSINGTON POLICE PROTECTION & COMMUNITY SERVICES DISTRICT

CALIFORNIA

**Seismic Upgrades and Building Alterations
Kensington Community Center**

This Contract is made and entered into as of date to be added upon award at Kensington, California, between the Kensington Police Protection & Community Services District and _____ of _____ ("Contractor").

ARTICLE I- For and in consideration of the payment and agreement herein after mentioned, to be made and performed by Kensington Police Protection & Community Services District, and under the conditions expressed in the required bonds hereunto annexed, Contractor agrees that for the benefit of Kensington Police Protection & Community Services District, at its own cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the Special Provisions to be furnished by Kensington Police Protection & Community Services District, necessary to construct and complete the work herein described in a good, workmanlike, and substantial manner. The work embraced herein shall be done in accordance with the Standard Specifications of the State of California Department of Transportation, dated 2010, insofar as the same may apply (Standard Specifications) (see attachment A pages 1-129 for reference only); California Building Code (CBC), 2016 Edition, and Uniform Mechanical Code, Latest Edition, and National Electric Code, Latest Edition (collectively "Contract Documents") and in accordance with the Special Provisions hereinabove set forth, all of which are hereby incorporated into and made part of this Contract.

The work to be performed is further shown upon Project Drawings and Specifications consisting of 79 sheets entitled, Seismic Upgrades and Building Alterations Kensington Community Center, approved by the Owner's Representative, hereinafter referred to as the Project Plan(s).

ARTICLE II - Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and doing all the work contemplated and embraced in this Contract; also for all loss or damages arising out of the nature of the work aforesaid, or from the acts 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 Kensington Police Protection & Community Services District and 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 the Project Plans and Invitation for Bids therefor, and the requirements of the Engineer under them to wit:

<u>ITEM NUMBER</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
			\$ _____	\$ _____
TOTAL BASE BID(SUM OF "TOTAL" COLUMN)			\$ _____	

**BID ITEMS IN THIS SECTION WILL BE INSERTED
UPON AWARD OF THE CONTRACT AND SHALL BE
THE SAME AS THOSE BID UPON.**

ARTICLE III - Kensington Police Protection & Community Services District and Contractor hereby promise and agree that Contractor shall provide the materials and do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and Kensington Police Protection & Community Services District hereby agrees to pay for the same at the time, in the manner, and upon the conditions set forth; and the parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to full performance of the covenants herein stated.

ARTICLE IV - By execution of this Contract, Contractor hereby represents and certifies that Contractor is aware of the provisions of Labor Code section 3700 which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor hereby agrees to comply with such provisions before commencing the performance of the work of this Contract.

ARTICLE V - It is further expressly agreed by and between the parties hereto that the Invitation for Bids, containing the Notice to Bidders including any required Bonds, the Contract Documents, and any Addenda are all essential parts of this Contract and are specially referred to and by such reference made apart hereof. In the event of any conflict in the provisions thereof, the terms of said documents shall control each over the other, in the following order:

1. Special Provisions
2. Project Plans, consisting of 79 sheets entitled Seismic Upgrades and Building Alternations Kensington Community Center
3. State of California Department of Transportation Standard Specifications 2010 (Standard Specifications)
4. California Building Code (CBC), 2016 Edition
5. Uniform Mechanical Code, Latest Edition
6. National Electric Code, Latest Edition

ARTICLE VI - Contractor agrees to commence work pursuant to this Contract within ten calendar days from the date authorized in the Notice to Proceed and to diligently prosecute the same to completion in accordance with Section 8 - 1.048 of the Special Provisions. All required licenses and registrations shall be maintained in an active status for the term of the agreement.

This Contract shall not be transferred or assigned without the prior written consent of Kensington Police Protection & Community Services District, which may be withheld by Kensington Police Protection & Community Services District in its sole and absolute discretion.

If Contractor is a corporation, two corporate officers of Contractor, one from each of the following two groups shall execute this Contract: a) the chairman of the board, president or any vice-president; b) the secretary, any assistant secretary, chief financial officer, or any assistant treasurer. The name and title of the corporate officers shall be printed under the signature.

In witness whereof, the parties hereto have executed this Contract as of the date first written above.

District:
Kensington Police Protection & Community Services
District

Contractor:
Name of Contractor, Type of entity

By: _____
Title: _____

By: _____
Name: _____
Title: _____

ATTEST:
By: _____
Title: _____

By: _____
Name: _____

Approved as to form:

By _____
Kensington Police Protection & Community
Services District Attorney