

## CONTRACT

THIS AGREEMENT is made and entered into on the date below written, by and between the Little Lake Fire Protection District (District) and \_\_\_\_\_ (Contractor), collectively referred to as the Parties.

In consideration of the mutual promises and covenants set forth below, and for other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. **The Work.** Contractor agrees to furnish all labor, materials, apparatus, facilities, transportation, tools and equipment and to perform all the work required to construct and complete in a good and workmanlike manner and in strict accordance with the Contract Documents, those certain improvements entitled "Baechtel Road Fire Station Apron Project."
2. **Contract Documents.** The Contract Documents for this project have been provided by the District. All Contract Documents, and each and every provision thereof, relating to this Contract are made a part hereof and incorporated by reference into this Contract. The complete Contract consists of the following documents:
  - a. Invitation to Bid.
  - b. Contract.
  - c. Contractor's Certificate regarding Workers' Compensation.
  - d. All required insurance certificates and/or endorsements.
  - e. Non-Collusion Affidavit.
  - f. Experience/Qualifications Statement.
  - g. Designation of Subcontractors.
  - h. Specifications for Project.
  - i. Any and all Addenda, Change Orders and modifications incorporated in said documents before execution of this Contract.
3. **Contract Price.** District agrees to pay to Contractor, and Contractor agrees to receive and accept, for the performance of the Contract, subject to additions and deductions provided therein, the amount of \$\_\_\_\_\_ as full compensation for furnishing all materials, labor, apparatus, facilities, transportation, tools and equipment, and for doing all the work contemplated and embraced in this Contract, and for all risks of every description connected with the work and for all expenses incurred by or in consequence of the

suspension or discontinuance of the work, and for well and faithfully completing the work and the whole thereof in the manner and according to the Contract Documents and the requirements of the District under them. Contractor expressly agrees that the work contemplated hereby shall be performed in a good and workmanlike manner under the direction of and to the satisfaction of District as provided in the Contract Documents.

- 4. Payments.** Payment upon completion.
- 5. Time of Performance.** The Contractor shall diligently prosecute the work of the Baechtel Road Fire Station Apron Project within [insert] days after the District gives Contractor notice to proceed with the work.
- 6. Prevailing Wages.** Contractor acknowledges that it has examined the prevailing rate of per diem wagers as established by the U. S. Department of Housing and Urban Development and the California Director of Industrial Relations. The Contractor agrees to pay workers not less than the applicable prevailing rate of per diem wages, as set forth in these requirements.
- 7. Notices.** Any notice from one party to the other under this Contract shall be in writing and shall be dated and signed by the party giving such notice or by a duly authorized representative of such party. Any notice shall not be effective for any purpose unless served in the following manner:
  - a.** Notice to the District shall be either by personal delivery to District, or by depositing same in the United States mail, enclosed in a sealed envelope, addressed to District, postage prepaid and certified.
  - b.** Notice to the Contractor shall be either by personal delivery to said Contractor or to its duly authorized representative at the site of the project or by depositing same in the United States mail, enclosed in a sealed envelope, addressed to the Contractor at the address shown below.
- 8. Permits; Compliance with Law.** Contractor, at its expense, shall obtain all necessary. Permits and licenses for the construction of the project, give all necessary notices, pay all fees required by law, and comply with all laws, ordinances, rules and regulations relating to the work and to the preservation of the public health and safety.

- 9. Inspection by District.** At all times, Contractor shall maintain proper facilities and provide safe access for inspection by District to all parts of the work. Where the specifications require work to be specially tested or approved, it shall not be tested or covered up without timely, written approval by District. Should any such work be covered up without such notice, approval, or consent, it must, if required by District, be uncovered for examination at Contractor's expense.
- 10. Accident Prevention.** Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment and other hazards shall be guarded or eliminated in accordance with the safety provisions of the Construction Safety Orders issued by the Occupational Safety and Health Standards Board of the State of California.
- 11. Contractor's Warranty.** District shall not, in any way or manner, be answerable or suffer loss, damage, expense or liability for any loss or damage that may happen to the work or equipment, or in, on or about the same during its construction and before acceptance. Contractor unqualifiedly warrants all work and materials to be free of defects whether performed or installed by it or by any subcontractor or supplier in the project which is the subject of this Contract. Contractor further warrants that the work as performed by Contractor, subcontractor, or supplier will conform with the Plans and Specifications or any written authorized deviations therefrom.
- 12. Interpretations and Addenda.** No oral interpretation of the meaning of the drawings, specifications, or other bid documents will be binding on District. All questions and requests for interpretations must be in writing and addressed to District. Requests for interpretation of bid documents must be received by District not later than ten (10) days prior to the bid opening date.
- 13. Contractor's Understanding.** Contractor represents that it has by careful examination satisfied itself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this Contract. No verbal agreement or conversation with any officer, agent, or employee of District, either before or after the execution of this

Contract, shall affect or modify any of the terms or obligations contained herein.

- 14. Changes in the Work.** District may, at any time, by written order, make changes in the work as deemed necessary, including but not limited to the specifications or plans, the sequence, method or performance of the work, or directing acceleration of the work.
- a. If such changes cause an increase or decrease in Contractor's cost of, or time required for, performance of the Contract, an equitable adjustment will be made. A change pursuant to this section will be in the form of a contract change order (CCO) which will set forth the work to be done or the method by which the change and cost adjustment, if any, will be determined, and the for completion of the work.
  - b. Upon receipt of a CCO, the Contractor shall proceed with the ordered work. The Contractor may not suspend performance of the work pending resolution of protests.
  - c. A CCO may be issued to the Contractor at any time. Should the Contractor disagree with any terms or conditions set forth in a CCO which it has not executed, the Contractor shall submit a written protest to District within fifteen (15) days after receipt of such CCO. The protest shall state the points of disagreement and, if possible, the quantities and cost involved. If a written protest is not submitted, payment shall be made as set forth in the contract change order. Such payment shall constitute full compensation for all work included therein or required thereby. Such unprotested CCOs shall be considered as executed CCOs.
  - d. Where the protest concerning a CCO relates to compensation, the compensation payable for all work specified or required by said CCO to which such protest relates will be determined as provided in Section 15. The Contractor shall keep full and complete records of the cost of such work and shall permit District, or its representative, to have access thereto as necessary to assist in the determination of the compensation payable for such work.
- 15. Procedures and Allowable Costs on Changes and Additions.** The following provisions apply to establishing allowable costs and time extensions occasioned by a contract change order (CCO):

- a. If the change in or addition to the work will result in an increase in the contract sum, District shall have the right to require performance thereof. The compensation to be paid for such work shall, in District's sole discretion, be determined in one or more of the following ways: (i) by agreed unit prices, if unit prices are required by the District's bid form and provided with Contractor's bid; (ii) by proposal and acceptance of an agreed upon lump sum; or (iii) on a time and materials basis. Until one of the above methods is agreed on, or if the work is to be paid for on a time and materials basis, the Contractor shall keep full and complete records of the cost of such work, and shall permit District or its representative to have access to such records.
- b. In its sole discretion, District may request a lump sum payment proposal by Contractor to perform the change in or addition to the work performed. Such lump sum proposal shall be submitted by Contractor within ten (10) days of District's request therefor. Request for a lump sum proposal by District shall not be deemed an election by District to have the work performed on a lump sum basis. The Contractor's proposal must be itemized and segregated by labor and materials.
- c. The portion of the proposal relating to labor may include projected wages of the reasonably anticipated site labor who will be directly involved in the change in the work. Labor costs may also include Contractor's overhead and profit which shall be computed by adding to the labor costs up to 15% of the projected wages, but not payroll costs. The method of computing the overhead and profit shall be solely within the discretion of District. The labor surcharge, if used, shall constitute full compensation for all payments imposed by State and Federal laws.
- d. The proportion of the proposal relating to materials may include the reasonably anticipated direct costs to the Contractor of materials to be purchased for incorporation in the change of the work. This portion may also include transportation and applicable sales or use taxes. Up to 15% of these direct costs may be included as overhead and profit for the Contractor.
- e. If the Contractor fails to submit its proposal within the designated period, District or its representative may direct the Contractor to proceed with the change or addition to the work and the Contractor shall so proceed.
- f. The Contractor shall not be entitled to any amount for indirect costs, damages or expenses of any nature, including but not limited to so-

called "impact" costs, labor inefficiency, wage, material, or other escalations beyond the prices upon which the proposal is based.

- g. Contractor shall not be entitled to claim damages for anticipated profits on any portion of the work that may be deleted.

**16. Claims for Extra Costs; Notice of Potential Claims.** Contractor shall not be entitled to the payment of any additional compensation for any cause, unless the Contractor provides District with written notice of the potential claims as hereafter specified. The written notice of potential claims shall set forth the reasons for which Contractor believes additional compensation will or may be due, the nature of the costs involved and, to the extent possible, the amount of the potential claim. This notice shall be given to District not later than ten (10) days after the happening of the event or occurrence giving rise to the potential claim. All claims must be in writing and shall set forth clearly and in detail, for each item of additional compensation claimed, the reasons for the claim, nature and amount of the cost involved, computations used in determining such costs, and all pertinent factual data and documents necessary to substantiate the claim.

- a. District shall respond in writing to all written claims within 45 days after submission of the claim; provided however, that when District requests of the Contractor additional information, factual data, explanations, and documents relating to the claim, District's time for responding to the claim shall be extended to ten (10) days after District's receipt of such information from Contractor.
- b. Contractor shall proceed diligently with the work in accordance with the plans and specifications, including any changes, during the resolution of claims disputes.

c.

**17. Mediation.** The Parties agree to submit any dispute arising under this Contract to non-binding mediation before an impartial mediator prior to commencing a civil action for enforcement or interpretation of this Contract. The mediator shall be a person experienced in construction disputes selected by the Parties. If the Parties cannot agree on a mediator, either party may petition the Mendocino County Superior Court for appointment of a mediator; and the court shall have the power to appoint a mediator and order the parties to participate in mediation. The court also shall have the power to stay any civil action commenced by a party until such mediation has been completed.

- 18. Guarantee.** In addition to the warranties and representations stated elsewhere in this Contract, the Contractor unconditionally guarantees all labor and workmanship furnished hereunder, and agrees to replace the same at its sole cost and expenses, to the satisfaction of District, any and all materials which may be defective or improperly installed. If Contractor fails to honor this guarantee, District is authorized to have the defect repaired and made good at the expenses of Contractor, who will pay all costs and charges therefor immediately upon demand, including any reasonable management and administrative costs, and engineering, legal, and other consultant fees incurred to enforce this section. This guarantee shall remain in effect for a period of one (1) year after final acceptance of the work by District.
- 19. Superintendence.** Contractor shall designate in writing before starting the work an individual as its authorized representative who shall have the authority to represent and act for Contractor. This authorized representative shall be present at the site of the work at all times while work is actually in progress under the Contract. Contractor is solely responsible for superintendence of the work and for its safety and progress.
- 20. Inspection of Work.** District may assign one or more inspectors to observe the work and to act in matters of construction under this Contract. District's inspectors shall have power to issue instructions and make decisions to the extent they are authorized to do so by District.
- 21. Progress and Completion of the Work.** Contractor shall begin the work promptly upon receiving a Notice to Proceed from District. Thereafter, Contractor shall diligently prosecute the work to completion. All work under this Contract shall be completed within the period of time set forth in Section 5. The Contract shall be deemed completed when District or its authorized representative has certified the completion of the project.
- 22. Suspension of Work.** District or its authorized representative may at any time, by notice in writing to Contractor, suspend any part of the work for such period of time as may be necessary to prevent improper execution of the work on the project by Contractor.
- 23. Delay in Work; Extension.** The Contractor shall at all times employ such force, plant, materials, and tools as will be sufficient to prosecute and complete the work within the time limits fixed by this Contract. If the

Contractor fails or refuses to do so District may exercise the termination provisions set forth in Section 24 below.

- a. Excusable delays shall be delays in the Contractor's work due to strikes, lockouts by others, fire, unusual delay in transportation, unavoidable casualties, adverse weather conditions which could not have been reasonably anticipated, or by any other acts of God beyond Contractor's control, or by delay authorized by District, or by any cause which District shall decide to justify the delay. In the event of an excusable delay, the time for completion shall be extended for such reasonable time as District may decide. Contractor's right to an excusable delay is expressly subject to Contractor's giving written notice of such claim within ten (10) days following the date the Contractor knew or should have known of the delay. Failure to give such notice shall be construed as a waiver of such right. Extensions of time shall be Contractor's sole and exclusive remedy for excusable delays.
- b. Compensable delays shall be delays in Contractor's work due to acts or neglect of District, or by changes ordered in the work. In the event of a compensable delay, the time of completion shall be extended for such reasonable time as District may decide. Contractor's remedies for compensable delays are expressly subject to Contractor's given ten (10) days written notice of such claim from the date the Contractor knew or should have known of the delay. Contractor's sole and exclusive remedy for compensable delays shall be an extension of the time and recovery of its direct costs as compensable hereunder.

**24. Termination Upon Default.** In the event of any default by Contractor as described below, District may, after giving ten (10) days written notice to Contractor, terminate Contractor's right to proceed with the work, or any part of the work, in District's sole discretion. Events of default include: (a) failure or refusal to prosecute the work with such diligence as will ensure the completion within the time specified in the Contract or any extension thereof, or failure to complete said work within such time; (b) filing of a voluntary or involuntary bankruptcy regarding Contractor, or the making of a general assignment for the benefit of its creditors, or appointment of a receiver on account of Contractor's insolvency without discharge of the receiver within ten (10) days after its appointment; (c) failure to make prompt payment to subcontractors or suppliers; and (d) persistent disregard of laws, ordinances, or the instructions of District or its representative or other substantial

violation of any provision of the Contract. The rights and remedies of District in this Section are in addition to any of the rights and remedies provided by law or under this Contract.

- 25. Rights of District upon Termination.** In the event the right of the Contractor to proceed with the work, or any part of it, has been terminated because of the fault of the Contractor, and Contractor has been given ten (10) days written notice to cure such default and has not done so, District may take over the work and prosecute the same to completion by contract or any other method the District deems expedient, and may take possession of and utilize in completing the work such materials, appliances, equipment and plant as may be on the site of the work and necessary therefor. In such event, Contractor shall be liable for all damages, including costs of managerial and administrative services, engineering expenses sustained or incurred by District in enforcing the Contract and in completing the work. Upon termination, the Contractor shall not be entitled to receive any further payment until the work is finished. Upon completion, District shall be entitled to set off against any monies due Contractor any damages incurred by District. Contractor shall be liable to District for any damages incurred by District over the above the amounts due to Contractor under the Contract.
- 26. Clean-up.** During progress of the work, Contractor shall maintain the site and related structures and equipment in a clean, orderly condition and free from unsightly accumulation of rubbish. Upon completion of the work, Contractor shall, at its own cost and expense, remove from the vicinity of the work all plants, buildings, rubbish, unused work materials belonging to Contractor or used under Contractor's direction during the construction. In the event of Contractor's failure to do so, the same may be removed by District after ten (10) calendar days' notice to Contractor. Such removal shall be at the expense of Contractor.
- 27. Compliance with Laws.** Contractor is an independent contractor and shall, at Contractor's own expense, comply with all laws, rules, ordinances and regulations of all governing bodies having jurisdiction over the work, obtain all necessary permits and licenses, pay all manufacturers' taxes, sales taxes, use taxes, processing taxes, and all federal and state taxes, insurance and contributions for social security and unemployment which are measured by wages, salaries or any remuneration paid to Contractor's employees, whether levied under existing or subsequently enacted laws, rules or regulations. Contractor shall indemnify District, and its officers, agents, and employees,

against any claim or liability arising from or based upon the violation of such law, rule, ordinance, regulation, or decree, whether by the Contractor itself or by its employees.

- 28. Prevailing Wage.** Contractor shall forfeit as penalty to District the amount specified by law for each calendar day or portion thereof for each worker (whether employed by Contractor or a subcontractor) paid less than the stipulated prevailing wages for any work done under the Contract in violation of the provisions of the Labor Code and in particular, Section 1775. Contractor and each subcontractor shall keep an accurate payroll record which shows the name, address, social security number, correct work classification, both straight and overtime worked each day and week, and hourly rate of pay, gross wages earned, deductions made and net wages paid to each journeyman, apprentice, worker or other employee paid by Contractor or any subcontractor in connection with the work. These payroll records shall be certified and made available at Contractor's principal office. The project will not be accepted as complete by District nor final payment made until all items of non-compliance are corrected.
- 29. Labor Discrimination.** Attention is directed to Section 1735 of the Labor Code, which prohibits discrimination in employment based on race, color, national origin or ancestry, physical handicap, mental condition, marital status, or sex. Contractor is familiar with Section 1735 and agrees to comply with it.
- 30. Wage and Hour Laws.** Contractor agrees to comply with all applicable wage and hour laws and work limitations.
- 31. Payment of Taxes.** The Contract prices paid for the work shall include full compensation for all taxes which Contractor is required to pay, whether imposed by Federal, State, or local governments.
- 32. Permits and Licenses.** Contractor shall procure all permits and licenses, pay all changes and fees, and give all notices necessary and incident to the lawful prosecution of the work.
- 33. Safety.** Contractor shall be solely responsible for the conditions of the job site, including safety of all persons and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to all applicable Federal,

State and local laws, ordinances, and codes, and to the rules and regulations established by the California Division of Industrial Safety, and to other rules of law applicable to the work. All work and materials shall be in strict accordance with applicable State, Federal and local laws, rules, regulations, and codes. Contractor shall submit a safety plan and/or narrative description to District prior to commencement of the work. This safety plan and/or narrative description shall describe all first aid, safety clothing, and similar matters to be used at the project site.

- 34. Intoxicating Liquors and Narcotics.** Contractor shall not possess, sell, permit, or suffer the introduction or use of intoxicating liquors or narcotics upon or about the site.
- 35. Insurance.** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by the Contractor, its agents, representatives, employees and subcontractors. The cost of insurance shall be included in the Contractor's bid.
- a. Contractor shall not commence work until all required insurance has been obtained at Contractor's expense. Such insurance must have the approval of District as to limit, form, and amount, and shall be placed with admitted insurers with a current A.M. Best rating of not less than A:VII. Any insurance bearing on adequacy of performance must be maintained after completion of the project for the full guarantee period.
  - b. Prior to execution of the Contract, Contractor shall furnish District with original endorsements effecting coverage for all policies required by the Contract. Contractor shall not permit any subcontractor to commence work until such subcontractor has furnished District with original endorsements effecting coverage for all insurance policies required by the Contract. The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. The endorsements are to be on forms provided or approved by District. District may require Contractor or any subcontractor to furnish complete certified copies of all insurance policies effecting the coverage required by the Contract.
  - c. All of Contractor's policies shall contain an endorsement providing that written notice shall be given to District at least sixty (60) calendar days

prior to termination, cancellation, or reduction of coverage in the policy.

- d. In addition to any other remedy District may have if the Contractor or any of its subcontractors fails to maintain the insurance coverage as required in this Section, the District may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as required herein, and District may deduct the cost of such insurance from any amounts due or which may become due the Contractor under this Contract.

**36. Coverages and Limits.** The Contractor and all subcontractors shall, at their expense, always maintain in effect during the performance of the work under the Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to District. Maintenance of the following coverage and limits is a material element of this Contract. Failure of Contractor or any subcontractor to maintain or renew coverage or to provide evidence of renewal may be treated by District as a material breach of this Contract.

- a. Contractor and all subcontractors shall maintain insurance to protect the Contractor and subcontractors from all claims under the Workers' Compensation and Employer's Liability Acts, in strict compliance with all applicable State and Federal statutes and regulations. Contractor shall execute a certificate in compliance with Labor Code Section 1861, on the form provided in the Contract Documents.
- b. Contractor shall always maintain in effect during performance of the work not less than the coverages and limits of Commercial General and Automobile Liability Insurance set forth in subsections (c) and (d).
- c. The insurance shall include, but not be limited to, protection against claims arising from death, bodily injury, personal injury, or damage to property resulting from actions, failures to act, operations or equipment of the insured or by its employees, agents or consultants, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than \$1,000,000.00 per occurrence with an aggregate not less than two (2) times the required per occurrence limit applying to bodily injury, personal injury, and property damage, or any combination of the three. Any deductibles must be declared to and approved by District.
- d. The commercial general and automobile liability insurance shall also include the following additional requirements: (i) District, its officers,

employees and agents shall be named as additional insureds; (ii) “cross-liability” or “severability of interest” clauses; (iii) broad form property damage, personal injury, contractual liability, protective liability, and completed operations coverages.

- 37. Indemnity and Litigation Cost.** Promptly upon execution of the Contract, Contractor specifically obligates itself and agrees to protect, hold free and harmless, defend, and indemnify the District, its officers, employees, agents, and representatives, from any and all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments, including attorney fees, which arise out of or are in any way connected with the Contractor’s, and any subcontractors’ or suppliers’, performance of the work under this Contract or failure to comply with any of the obligations contained in the Contract. This indemnity shall imply no reciprocal right of the Contractor in any action on the Contract pursuant to California Civil Code Section 1717 or 1717.5. To the fullest extent legally permissible, this indemnity, defense and hold harmless agreement by Contractor shall apply to any and all acts or omissions, whether active or passive, on the part of Contractor or its agents, employees and representatives, resulting in claim or liability, irrespective of whether or not any acts or omissions of the parties to be indemnified hereunder may also have been a contributing factor to the liability, except such loss or damages which was caused by the active negligence, the sole negligence, or the willful misconduct of District.
- 38. Protection of Work.** Contractor shall be solely responsible for the care of all the work until its completion and final acceptance. Contractor shall make its own provisions for properly storing and protecting all material and equipment against theft, injury, or damage from any and all causes.
- 39. Liens and Stop Notices.** Contractor shall keep the work, the site of the work, and all monies held by District free and clear of all liens and stop notices related to labor and materials furnished in connection with the work. If any lien or stop notice is filed or there is evidence to believe that a lien or stop notice may be filed at any time during progress of the work or within the duration of this Contract, District may refuse to make any payment otherwise due the Contractor or may withhold from any payment due the Contractor a sum sufficient in the opinion of District to pay all obligations and expenses necessary to satisfy such lien or stop notice.

- 40. Final Acceptance and Date of Completion.** When Contractor shall deem all work under this Contract to be completed, it shall so notify District in writing, and District promptly shall ascertain whether the work has been satisfactorily completed and, if not, shall advise the Contractor in detail and in writing of any additional work required. When all provisions of the Contract have been fully complied with, to the satisfaction of District, District shall proceed with all reasonable diligence to determine accurately the total value of all work performed by Contractor at the prices set forth in the Contract or fixed by change orders, and the total value. Of all extra work, all in accordance with the Contract. The date of completion shall be the date upon which the District makes its formal written acceptance of the work.
- 41. Right to Withhold Payments.** In addition to all other rights and remedies of District under this Contract or by virtue of law, District may withhold or nullify the whole or any part of any atrial or final payment to such extent as may reasonably be necessary to protect District from loss on account of (a) defective work not remedied; (b) claims of liens filed or likely to be filed; (c) failure of Contractor to make payments properly for labor, materials, equipment, or other facilities, or to subcontractors and/or suppliers (d) reasonable doubt that Contractor will complete the work within the agreed time limits; (e) costs to the District resulting from failure of Contractor to complete the work within the proper time; and/or (f) damage to work or property. Whenever the District shall withhold monies due the Contractor under this Section, it shall give written notice of the amount withheld and the reasons therefor to Contractor. After Contractor has corrected the enumerated deficiencies, District will promptly pay to Contractor the amount so withheld.
- 42. Final Payment.** To be paid within 30 days of final completion and after all liens are satisfied.
- 43. Entire Agreement.** This is the entire agreement of the parties. It supersedes all prior agreements and negotiations between the parties, whether oral or written.
- 44. Applicable Law.** This agreement shall be governed by the laws of the State of California.

**45. Modifications.** This agreement may be modified only by a writing signed by both parties. Oral modifications of this agreement shall have no force or effect

**46. Authority to Execute.** Each signatory to this Contract warrants that he or she is authorized to enter into this Contract on behalf of his or her principal.

**IN WITNESS WHEREOF,** the Parties have executed this Contract as of the date(s) set forth next to their signatures.

LITTLE LAKE FIRE PROTECTION DISTRICT

BY: \_\_\_\_\_

Dated: \_\_\_\_\_

TITLE: \_\_\_\_\_

CONTRACTOR

BY: \_\_\_\_\_

Dated: \_\_\_\_\_

TITLE: \_\_\_\_\_