

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**

Brian Fallon, Fire Chief