

LENNOX SCHOOL DISTRICT
10319 FIRMONA AVE.
LENNOX, CA 90304
(310) 695-4000

FIELD CONTRACT FOR SERVICES

THIS CONTRACT made and entered into this 14 of July 2016, by and between Keystone Builders hereinafter called the "Contractor" and Lennox School District, hereinafter called the "District".

WITNESSETH: The parties do hereby contract and agree as follows:

1. The Contractor shall furnish to the District for \$238,500 the following:

To electrical, data and fire alarm connection of 4 portable classroom buildings including minor asphalt at Buford Elementary.

2. The term of this contract shall begin 7/18/2016 and end 8/14/2016
3. This project shall be completed within 28 working days of date listed on this document as the enactment of the contract. A payment penalty of \$500 shall be charged for each working day afterward that such work has not been completed.
4. Payment Schedule: Payments to be made upon satisfactory completion of and acceptance of work, receipt of labor and materials releases and of invoice.
5. Inspection shall be performed by Carlos Avalos, Director of Facilities & Special Projects of the District, who shall recommend acceptance to the Board of Education.
6. The Contract includes the terms and conditions as printed and set forth on the reverse side of this page, and the Contractor by executing this contract agrees to comply with such terms and conditions.
7. The Contractor shall guarantee all labor and materials used in the performance of this contract for a period of 365 days from the date of acceptance by the District.
8. **IN WITNESS WHEREOF**, the parties hereunto have subscribed to this Agreement, including all Contract documents as indicated below:

☒ Quote dated: 7/12/2016
☐ Specifications/Scope of Work Statement
☐ Worker's Compensation
☐ Other _____

☐ Purchase Order
☐ Labor and Materials Release
☐ Liability Insurance Certificates

CONTRACTOR

LENNOX SCHOOL DISTRICT

Keystone Builders Inc

951489

License #

By: [Signature]

Name

80-0595412

Tax or SS#

Karim Makarehchi, President

Title

4212 E La Palma Ave Anaheim, CA 92807

Address

714-572-1123 310-591-9998

Telephone

By: [Signature]

Kevin Franklin

Chief Business Officer

Board date: 8/9/2016

GENERAL CONDITIONS

1. **EQUIPMENT AND LABOR:** The Contractor shall furnish all labor, materials, and equipment necessary to complete the project in accordance with the plans and/or specifications.
2. **DEFAULT BY CONTRACTOR:** Failure to comply with any of the terms and/or conditions of this contract shall constitute default by the Contractor.
3. **FORCE MAJEURE CLAUSE:** The parties to the contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining or performing by an act of God, fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, products or plants or facilities by the government, when satisfactory evidence is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.
4. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and clause required to be inserted in the contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party, the contract shall forthwith be physically amended to make such insertion or correction.
5. **SUBCONTRACTORS:** Subcontractors, if any, engaged by the Contractor shall be subject to the approval of the District. Contractor shall be held responsible for all operations of the subcontractors and shall require them to maintain adequate Workers' Compensation and Public Liability insurance.
6. **PREVAILING WAGE RATES:** Contractor and subcontractors shall adhere to the prevailing wage rate determinations made by the Director of Industrial Relations Pursuant to California Labor Code, Division 2, Part 7, Chapter 1, Article 105. Copies of the prevailing rate of per diem wages are on file at the principal office of the District. The Contractor must post these rates at the job site.
7. **APPRENTICEABLE OCCUPATIONS:** The Contractor shall be responsible for compliance with the Labor Code Section 1777.5 for all apprenticeable occupations.
8. **PAYROLL RECORDS:** Contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, workweek, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him in connection with the public work. Such records shall be certified and available for inspection at all reasonable hours at the principal place of the Contractor as required by Labor Code S1776.
9. **COMPLIANCE WITH SAFETY REGULATIONS:** It shall be the responsibility of the Contractor to perform all activities incident to this project in a manner consistent with applicable safety standards and to insure that all completed work satisfy safety standards. The Contractor is also responsible for obtaining from the District the rules and regulations of the District pertaining to safety, security, and driving on school grounds, particularly when children are present.
10. **PROTECTION OF WORKERS, PROPERTY AND WORK:** The Contractor shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safeguards, signs, barriers, light and watchmen for protection of workers and the public, and shall post danger signs warning against hazards created by such features in the course of construction. In an emergency affecting life and safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from the District, is hereby permitted to act at his discretion to prevent such threatened loss or injury.
11. **ASBESTOS:** Contractor shall not use or allow any subcontractor to use any materials containing asbestos in the project.
12. **HAZARDOUS MATERIAL AND MATERIAL SAFETY DATA SHEETS:** In the event the Contractor encounters on the site materials reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Contractor shall immediately stop work in the area affected and report the condition to the District. The work in the affected area shall not thereafter be resumed, except by written agreement of the District and the Contractor. Contractor is required to ensure Materials Safety Data Sheets are available in a readily accessible place at the work site for any material requiring a materials Safety Data Sheet per the Federal "hazard communication" standard, or employees right to know law. The Contractor is also required to ensure proper labeling on any substance brought onto the job site and that any person working with the materials or within the general area of the material is informed of the hazards of the substance and follows proper handling and protection procedures.
13. **HOLD HARMLESS:** The Contractor shall save, defend, and hold harmless and indemnify the District against any and all liability claims and costs of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with, or in any way in part from the negligent acts or omissions of the Contractor, and subcontractor, or any employee, agent or representative of the Contractor or subcontractors.
14. **INSURANCE:** The Contractor shall not commence work until he has obtained all insurance required under this heading from a company or companies acceptable to the District, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all insurance required of the subcontractor has been obtained. The Contractor shall take out and maintain at all times during the life of the contract the following policies of insurance:
 - A. Workers' Compensation insurance to cover his employees as required by the Labor Code of the State of California and the Contractor shall require all subcontractors similarly to provide such compensation insurance for the latter's employees.
 - B. Contractor shall obtain and provide to the District required evidence of said insurance prior to commencing the work and maintain, during the life of the contract Contractor's Bodily Injury and Property Damage Liability Insurance, in the amount of one million dollars (\$1,000,000.00) combined single limit. The Liability Insurance shall include personal liability, Broad Form Liability, Contractual Liability, and completed Operations Products Liability. The insurance must be the "occurrence" type. "Claims made" type will not be acceptable.
 - C. The Contractor shall procure and maintain fire insurance, with extended coverage endorsements, upon the work of the contract to one hundred percent (100%) of the insurance value thereof including items of labor and materials connected therewith, whether in or adjacent to the structure insured materials in place or to be used as part of the permanent construction including surplus materials, protective fences, temporary structures, miscellaneous materials and supplies incident to the work. The insurance policy or policies shall be written by a company or companies satisfactory to the District and shall provide that any loss shall be payable to the Contractor and the District as their respective interests may appear. Contractor shall keep work hereunder fully insured without cost to the District, until final inspection and acceptance thereof.
 - D. Except for Workers' Compensation insurance, District shall be named as an additional insured on all policies of insurance hereunder and shall be furnished thirty (30) days written notice prior to reduction in coverage or cancellation.
15. **WORKERS:**
 - (a) Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ any unfit person or anyone not skilled in work assigned to him.
 - (b) Any person in the employ of the Contractor whom the District may deem incompetent or unfit shall be dismissed from the work and shall not again be employed on the project except with written consent of the District.
16. **SUPERVISION:** Contractor shall provide competent supervision of personnel employed on the job, use of equipment and quality of workmanship.
17. **CONTRACTOR, NOT OFFICER, EMPLOYEE OR AGENT OF DISTRICT:** While engaged in carrying out the terms and conditions of the contract, the Contractor is an independent contractor, and not an officer, employee, or agent of the District.
18. **PERMITS AND LICENSES:** The Contractor shall be responsible for acquiring all necessary permits and shall secure and maintain in force such licenses and permits as required by law in connection with the project.
19. **ACCESS TO WORK:** District representative shall have access to work at all times, wherever it is in preparation or progress. Contractor shall provide safe and proper facilities for such access.
20. **OCCUPANCY:** District reserves the right to occupy buildings or facilities at any time before contract completion, and such occupancy shall not constitute final acceptance of any part of work covered by this contract, nor shall such occupancy extend the dates specified on completion.
21. **CHANGES:** No changes or alterations to bid or contract shall be made without specific prior written approval by the District, and in no event shall the change or alteration exceed ten percent (10%) of the contract.
22. **ASSIGNMENT:** No assignment of this quote shall be made without the prior written approval of the District.
23. **WARRANTY:** Contractor will be required to warranty all work and equipment supplied on the Contract for a period of one year from the date of final acceptance.
24. **BRAND OR TRADE NAMES:** Attention of the Contractor is directed to Section 4380 of the Government Code, which must be complied with as to brand or trade name products. Wherever in the Specifications brand or trade names or specified, the words "or approved equal" are to be assumed included. Exact compliance with specified brand or trade names is required unless an amendment is issued. All requests to substitute must be in writing and directed to the District's Director of Facilities. Contractor must supply the brand name, model number, or other relative information on any proposed product or equipment to be supplied by the Contractor for the District's approval.
25. **PAYMENT:** Payment for the work will be made in a lump sum upon acceptable completion (unless specified otherwise in agreement or special conditions) and approved by the District. On projects where prime contractor utilized subcontractor, the District will retain ten percent (10%) of the project cost for a period of thirty-five (35) days after receiving the Notice of Completion.
26. **ANTI-DISCRIMINATION:** It is the Policy of the Lennox School District Board of Education that in connection with all work performed under Construction and Purchasing Contracts, there will be no discrimination against any employee engaged in the work because of race, color, ancestry, sex, national origin, or religious creed, and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment Practice Act, beginning with Labor Code Section 1410 and Labor Code Section 1735. In addition, the Contractor agrees to require the compliance by all subcontractors employed to work for him.
27. **CLEAN-UP:** Debris shall be removed from the premises. The job site shall be free of debris at all times when work is not actually being performed. Upon completion, all debris shall be removed and work site left clean.