

AGREEMENT No. C18/19-075

THIS AGREEMENT, entered into this 7th day of March, 2019 in the County of Los Angeles of the State of California, by and between the Inglewood Unified School District, hereinafter called the "DISTRICT", and Worldwide Construction, hereinafter called the "CONTRACTOR".

WITNESSETH that the DISTRICT and the CONTRACTOR, for the consideration stated herein, agree as follows:

ARTICLE I - SCOPE OF WORK

1.1 **Description of Work:** The CONTRACTOR shall furnish all labor, materials, equipment, tools, and utility and transportation services, and perform and complete all work required in connection with the following maintenance, construction, reconstruction, erection, alteration, renovation, improvement, demolition and/or repair work for the following: Provide and install handrails and signs needed for ADA path of travel for DSA closes out project at Morningside High School (hereinafter referred to as the "PROJECT") as further detailed in Exhibit "A" attached hereto, if any. Unless otherwise provided in this Contract exclusive of Exhibit "A", the CONTRACTOR shall provide and pay for all labor, material, equipment, tools, construction equipment and machinery, water, heat, air conditioning, utilities, transportation, and other facilities, services and permits necessary for proper execution and completion of the work whether temporary or permanent and whether or not incorporated or to be incorporated in the work.

(a) The CONTRACTOR shall be responsible for cutting, fitting, or patching to complete the work and to make all parts fit together properly. CONTRACTOR shall be responsible for ensuring that all trades are coordinated and scheduled so as to ensure the timely and proper execution of the work. When modifying existing work or installing new work adjacent to existing work, CONTRACTOR shall match, as closely as conditions of Site and materials will allow, the finishes, textures, and colors of the original work, refinishing existing work at no additional cost to DISTRICT. All costs caused by defective or ill-timed work shall be borne by CONTRACTOR. CONTRACTOR shall be solely responsible for protecting existing work on adjacent properties and shall obtain all required permits for shoring and excavations near property lines.

(b) CONTRACTOR at all times shall keep premises free from debris such as waste, dust, excess water, storm water runoffs, rubbish, and excess materials and equipment. CONTRACTOR shall not leave debris under, in, or about the premises, but shall promptly remove same from the premises and dispose of it in a lawful manner. Upon completion of work, CONTRACTOR shall clean interior and exterior of buildings, including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections, and any areas where debris has collected, so surfaces are free from foreign material or discoloration; CONTRACTOR shall clean and polish all glass, plumbing fixtures, equipment, finish hardware and similar finish surfaces. Upon completion of the work, CONTRACTOR shall also remove temporary utilities, fencing, barricades, planking, sanitary facilities and similar temporary facilities from site. CONTRACTOR shall remove rubbish and debris resulting from the work on a daily basis. CONTRACTOR shall maintain the structures and site in a clean and orderly condition at all times until acceptance of the PROJECT by the DISTRICT. CONTRACTOR shall keep its access driveways and adjacent streets, sidewalks, gutters and drains free of rubbish, debris and excess water by cleaning and removal each day.

1.2 **Contractor's Certifications, Representations and Warranties:** CONTRACTOR makes the following certifications, representations, and warranties for the benefit of the DISTRICT and CONTRACTOR acknowledges and agrees that the DISTRICT, in deciding to engage CONTRACTOR pursuant to this Agreement, is relying upon the truth and validity of the following certifications, representations and warranties and their effectiveness throughout the term of this Agreement and the course of CONTRACTOR's engagement hereunder:

(a) CONTRACTOR is qualified in all respects to provide to the DISTRICT all the work and/or services contemplated by this Agreement and, to the extent required by any applicable laws, CONTRACTOR has all such licenses and/or governmental approvals as would be required to carry out and perform for the benefit of the DISTRICT, such work and/or services as are called for hereunder.

(b) CONTRACTOR, in providing the work and/or services and in otherwise carrying out its obligations to the DISTRICT under this Agreement, shall, at all times, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including worker's compensation and equal protection and non-discrimination laws.

1.3 One or more project inspectors employed by the DISTRICT and approved by the Division of the State Architect ("DSA") may be assigned to the work in accordance with the requirements of Title 24 of the California Code of Regulations. The Inspector(s) duties are as specifically defined in Title 24.

(a) If required by the applicable law, all work shall be under the observation of the Inspector. The Inspector shall have free access to any or all parts of the work at any time. The CONTRACTOR shall furnish the Inspector such information as may be necessary to keep the Inspector fully informed regarding progress and manner of work and character of materials. Such observations shall not, in any way, relieve the CONTRACTOR from responsibility for full compliance with all terms and conditions of the Contract, or be construed to lessen to any degree the CONTRACTOR's responsibility for providing efficient and capable superintendence. The Inspector is not authorized to make changes in any drawings or specifications approved by the DISTRICT and/or the DSA for the PROJECT nor shall the Inspector's approval of the work and methods relieve the CONTRACTOR of responsibility for the correction of subsequently discovered defects, or from its obligation to comply with the Contract Documents.

(b) The Inspector shall have the authority to reject work whenever provisions of the Contract Documents are not being complied with, and CONTRACTOR shall instruct its Subcontractors and employees accordingly. In addition, the Inspector may stop any work that poses a probable risk of harm to persons or property. The CONTRACTOR shall instruct its employees, Subcontractors, material and equipment suppliers, etc., accordingly. The absence of any Stop Work order or rejection of any portion of the work shall not relieve the CONTRACTOR from any of its obligations pursuant to the Contract Documents.

1.4 Unless personally present on the PROJECT site where the work is being performed, the CONTRACTOR shall keep on the work at all times during its progress a competent construction Superintendent satisfactory to the DISTRICT. The Superintendent shall be present on a full-time basis, shall be dedicated exclusively to the PROJECT and shall not share superintendency duties with another project or job. The Superintendent shall not be replaced except with written consent of the DISTRICT. The Superintendent shall represent the CONTRACTOR in its absence and shall be fully authorized to receive and fulfill any instruction from the Architect, the Inspector, the DISTRICT or any other District representative. All Requests for Information shall be originated by the Superintendent and responses thereto shall be given to the Superintendent. No work shall begin on any day by any Subcontractor or other person on the PROJECT site until the Superintendent has arrived, or shall any work continue during the day after the Superintendent has departed from the PROJECT site. The Superintendent shall have authority to bind CONTRACTOR through the Superintendent's acts. The Superintendent shall represent the CONTRACTOR, and communications given to the Superintendent shall be binding on the CONTRACTOR. Before commencing the work, CONTRACTOR shall give written notice to DISTRICT and Architect (if applicable) of the name and a Statement of Qualifications of such superintendent. Superintendent shall not be changed except with written consent of DISTRICT, unless a superintendent proves to be unsatisfactory to CONTRACTOR and ceases to be in its employ, in which case, CONTRACTOR shall notify DISTRICT in writing. CONTRACTOR shall provide a replacement superintendent approved by the DISTRICT prior to performing additional work. DISTRICT shall have the right, but not the obligation, to require the removal from the PROJECT of any superintendent, staff member, agent, or employee of any CONTRACTOR, Subcontractor, material or equipment supplier.

1.5 If applicable, CONTRACTOR shall comply with all provisions of Education Code Section 45125.1. Pursuant to Education Code section 45125.1, CONTRACTOR shall conduct criminal background checks of all employees of CONTRACTOR assigned to the PROJECT site, and shall certify in a manner acceptable to the DISTRICT that no employees who have been convicted of serious or violent felonies, as specified in Education Code Section 45125.1, will have contact with pupils. As part of such certification, CONTRACTOR must provide the DISTRICT with a list of all employees providing services pursuant to this Contract, and designate which sites such employees will be assigned. In performing the services set forth in this Contract, CONTRACTOR shall not utilize any employees who are not included on the above-referenced list. At DISTRICT's sole discretion, DISTRICT may make a finding, as authorized under Education Code section 45125.1, that CONTRACTOR's employees will have only "limited contact" with pupils. CONTRACTOR's failure to comply with this law shall be considered a material

breach of this Contract upon where this Contract may be terminated, at DISTRICT's sole discretion, without any further compensation to CONTRACTOR.

ARTICLE 2 - TIME OF COMPLETION

The CONTRACTOR shall complete all work under this Agreement within one hundred eighty (180) calendar days from receipt of the notice to proceed from the DISTRICT. It is expressly understood that time is of the essence.

ARTICLE 3 - LIQUIDATED DAMAGES

It being impracticable and infeasible to determine the amount of actual damage, it is agreed that the CONTRACTOR will pay the DISTRICT the sum of one hundred dollars (\$100) per calendar day for each and every day of delay beyond the time set forth in Article 2 of this Agreement for completing said work as liquidated damages and not as a penalty or forfeiture. In the event the same is not paid, the CONTRACTOR further agrees that the DISTRICT may deduct such amount thereof from any money due or that may become due the CONTRACTOR under the contract. This Article shall not be construed as preventing the DISTRICT from recovering any other damages permitted under provisions of this Contract.

ARTICLE 4 - CONTRACT PRICE

4.1 **Contract Price.** The DISTRICT shall pay to the CONTRACTOR as full consideration for the faithful performance of this Contract, subject to any additions or deductions, the sum of FOUR THOUSAND NINE HUNDRED NINETY-FIVE DOLLARS (\$4,995), said sum being the total amount stipulated by the parties. Payment shall be made to the CONTRACTOR in installments as follows: **Payment shall be made to the contractor in the sum of \$4,995 once the project is complete.**

4.2 **Warranty of Title.** The CONTRACTOR warrants title to all work. The CONTRACTOR further warrants that all work is free and clear of liens, claims, security interests, or encumbrances in favor of the CONTRACTOR, Subcontractors, material and equipment suppliers, or other persons or entities making a claim by reason of having provided labor, materials, and equipment relating to the PROJECT. If a lien or stop notice of any nature should at any time be filed against the PROJECT or any DISTRICT property, by any entity which has supplied labor, equipment, material and/or services at the request of the CONTRACTOR, CONTRACTOR shall promptly, on demand by DISTRICT and at CONTRACTOR's and own expense, take any and all action necessary to cause any such lien or stop notice to be released or discharged immediately. If the CONTRACTOR fails to furnish to the DISTRICT within ten (10) calendar days after demand by the DISTRICT, satisfactory evidence that a lien or stop notice has been so released, discharged, or secured, then DISTRICT may discharge such indebtedness and deduct the amount required, together with any and all losses, costs, damages, and attorney's fees and expense incurred or suffered by DISTRICT from any sum payable to CONTRACTOR under this Contract.

4.3 **Reasons to Withhold Payment.** The DISTRICT may withhold payment, in whole, or in part, to such extent as may be necessary to protect the DISTRICT from loss because of, but not limited to:

- (a) Defective work not remedied;
- (b) Stop notices served upon the DISTRICT;
- (c) Liquidated damages assessed against the CONTRACTOR;
- (d) Damage to the DISTRICT or other contractor;
- (e) Unsatisfactory prosecution of the work by the CONTRACTOR;
- (f) Failure of the CONTRACTOR to prosecute the work in a timely manner.
- (g) Failure to properly pay prevailing wages as defined in Labor Code section 1720, et seq.;

- (h) Failure to properly maintain or clean up the Site;
- (i) Payments to indemnify, defend, or hold harmless the DISTRICT; or
- (j) Failure to pay Subcontractor or suppliers.

4.4 Nonconforming Work. If CONTRACTOR defaults or neglects to carry out the work required to complete the PROJECT or fails to perform any provision hereof, DISTRICT may, after ten (10) calendar days written notice to the CONTRACTOR and without prejudice to any other remedy make good such deficiencies. The DISTRICT shall adjust the total Contract price by reducing the amount thereof by the cost of making good such deficiencies. If DISTRICT deems it inexpedient to correct work which is damaged, defective, or not done in accordance with Contract provisions, an equitable reduction in the Contract price (of at least 150% of the estimated reasonable value of the nonconforming work) shall be made.

ARTICLE 5 - HOLD HARMLESS & INDEMNITY

5.1 CONTRACTOR shall defend, indemnify and hold harmless DISTRICT, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, CONTRACTOR shall protect and defend, at its own expense, DISTRICT, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action including attorneys' fees or other proceeding based upon such act, omission, breach or as otherwise required by this Article.

5.2 Furthermore, CONTRACTOR agrees to and does hereby defend, indemnify and hold harmless DISTRICT, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorneys fees of any nature whatsoever, which may be incurred by reason of:

- (a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the DISTRICT.
- (b) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of CONTRACTOR or any person, firm or corporation employed by CONTRACTOR, either directly or by independent contract, including all damages or injury to or death of persons, loss (including theft) or loss of use of any property, sustained by any person, firm or corporation, including the DISTRICT, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off DISTRICT property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the DISTRICT.
- (c) Any dispute between CONTRACTOR and CONTRACTOR's subcontractors/supplies/sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by the Contractor) to pay any Subcontractor or Materialman of any tier or any other person employed in connection with the Work and/or filing of any stop notice or mechanic's lien claims.

5.3 CONTRACTOR, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees, on account of or founded upon any cause, damage, or injury identified herein Article 5 and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

5.4 The indemnity contract described herein Article 5 is intended to apply during the period of CONTRACTOR's performance under this Contract and shall survive the expiration or termination of this Contract.

ARTICLE 6 - CONTRACTOR'S INSURANCE

6.1 **Insurance Requirements.** Before the commencement of work on the PROJECT, the CONTRACTOR shall purchase from and maintain in a company or companies lawfully authorized to do business in California with a financial rating of at least A+ status as rated in the most recent edition of Best's Insurance Reports, such insurance as will protect the DISTRICT from the claims set forth below, which may arise out of or result from the CONTRACTOR's operations under this Contract and for which the CONTRACTOR may be legally liable, whether such operations are by the CONTRACTOR, by a Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- (a) Claims for damages because of bodily injury, sickness, disease, or death of any person DISTRICT would require indemnification and coverage for employee claim;
- (b) Claims for damages insured by usual personal injury liability coverage, which are sustained by a person as a result of an offense directly or indirectly related to employment of such person by the CONTRACTOR or by another person;
- (c) Claims for damages because of injury or destruction of tangible property, including loss of use resulting therefrom, arising from operations under the Contract Documents;
- (d) Claims for damages because of bodily injury, death of a person, or property damage arising out of the ownership, maintenance, or use of a motor vehicle, all mobile equipment, and vehicles moving under their own power and engaged in the work for the PROJECT;
- (e) Claims involving contractual liability applicable to the CONTRACTOR's obligations under the Contract Documents, including liability assumed by and the indemnity and defense obligations of the CONTRACTOR and the Subcontractors; and
- (f) Claims involving Completed Operations, Independent Contractors' coverage, and Broad Form property damage, without any exclusions for collapse, explosion, demolition, underground coverage, and excavating. (XCU)
- (g) Claims involving sudden or accidental discharge of contaminants or pollutants.

6.2 **Additional Insured Endorsement Requirements.** The CONTRACTOR shall name, on any policy of insurance required under Article 6.1 above, the DISTRICT, the Architect, the Inspector, the State of California, their officers, employees, agents and independent contractors as additional insureds. Subcontractors shall name the CONTRACTOR, the DISTRICT, the Architect, the Inspector, the State of California, their officers, employees, agents and independent contractors as additional insureds. The Additional Insured Endorsement included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The insurance provided by the CONTRACTOR pursuant to this Article must be designated in the policy as primary to any insurance obtained by the DISTRICT. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

6.3 **Specific Insurance Requirements.** CONTRACTOR shall take out and maintain and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain:

- (a) **General Liability Insurance.** Comprehensive General Liability Insurance with a combined single limit per occurrence of not less than \$1,000,000.00 or Commercial General Liability Insurance (including automobile insurance) which provides limits of not less than:

- i. Per occurrence (combined single limit).....\$1,000,000.00
- ii. Project Specific Aggregate (for this project only)\$1,000,000.00
- iii. Products and Completed Operations.....\$1,000,000.00
- iv. Personal and Advertising Injury Limit.....\$1,000,000.00

6.4 Workers' Compensation Insurance. During the term of this Contract, the CONTRACTOR shall provide workers' compensation insurance for all of the CONTRACTOR's employees working on the PROJECT under this Contract on or at the Site of the PROJECT and, in case any of the CONTRACTOR's work is subcontracted, the CONTRACTOR shall require the Subcontractor to provide workers' compensation insurance for all the Subcontractor's employees working on the PROJECT under the subcontract. Any class of employee or employees not covered by a Subcontractor's insurance shall be covered by the CONTRACTOR's insurance. In case any class of employees working on the PROJECT under this Contract on or at the Site of the PROJECT is not protected under the Workers' Compensation laws, the CONTRACTOR shall provide or cause a Subcontractor to provide adequate insurance coverage for the protection of those employees not otherwise protected. The CONTRACTOR shall file with the DISTRICT certificates of insurance in accordance with Labor Code § 3700.

6.5 Other Insurance. The CONTRACTOR shall provide all other insurance required to be maintained under applicable laws, ordinances, rules, and regulations.

6.6 Proof of Insurance. The CONTRACTOR shall not commence work on the PROJECT, nor shall it allow any Subcontractor to commence work on the PROJECT until all required insurance and certificates have been obtained and delivered in duplicate to the DISTRICT for approval subject to the following requirements:

- (a) Certificates and insurance policies shall include the following clause:

"This policy shall not be non-renewed, canceled, or reduced in required limits of liability or amounts of insurance until notice has been mailed to the DISTRICT."
- (b) Certificates of insurance shall state in particular those insured, the extent of insurance, location and operation to which the insurance applies, the expiration date, and cancellation and reduction notices.
- (c) Certificates of insurance shall clearly state that the DISTRICT and the Architect are named as additional insureds under the policy described and that such insurance policy shall be primary to any insurance or self-insurance maintained by DISTRICT.
- (d) The CONTRACTOR and its Subcontractors shall produce a certified copy of any insurance policy required under this Section upon written request of the DISTRICT.

6.7 Compliance. In the event CONTRACTOR fails to furnish and maintain any insurance required by this Article, the CONTRACTOR shall be in default under the Contract. Compliance by CONTRACTOR with the requirement to carry insurance and furnish certificates or policies evidencing the same shall not relieve the CONTRACTOR from liability assumed under any provision of the Contract Documents, including, without limitation, the obligation to defend and indemnify the DISTRICT.

ARTICLE 7 - PREVAILING WAGES

7.1 Wage rates for this PROJECT shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the Contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of the Department of Industrial Relations (DIR) are on file at the administrative office of the DISTRICT and are also available from the Director of the DIR. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE). The following are hereby referenced and made a part of this Agreement and Contractor stipulates to the provisions contained therein:

- (a) Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720 et seq.); and
- (b) California Code of Regulations, Title 8, Chapter 8, Subchapters 3 through 6 (Section 16000 et seq.).

7.2 **Monitoring and Enforcement by Labor Commissioner.** Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE). The CONTRACTOR and all subcontractors shall be required to furnish, at least monthly, certified payroll records directly to the Labor Commissioner in accordance with Labor Code section 1771.4. All payroll records shall be furnished in a format required by the Labor Commissioner. The CONTRACTOR and all subcontractors must sign up for, and utilize, the Labor Commissioner's electronic certified payroll records submission system. The DISTRICT will have direct and immediate access to all CPRs for the PROJECT that are submitted through the Labor Commissioner's system. The DISTRICT can use this information for any appropriate purpose, including monitoring compliance, identifying suspected violations, and responding to Public Records Act requests.

The Labor Commissioner/ DLSE may conduct various compliance monitoring and enforcement activities including, but not limited to, confirming the accuracy of payroll records, conducting worker interviews, conducting audits, requiring submission of itemized statements prepared in accordance with Labor Code section 226, and conducting random in-person inspections of the PROJECT site ("On-Site Visits"). On-Site Visits may include inspections of records, inspections of the Work site and observation of work activities, interviews of workers and others involved with the PROJECT, and any other activities deemed necessary by the Labor Commissioner/DLSE to ensure compliance with prevailing wage requirements. The Labor Commissioner/DLSE shall have free access to any construction site or other place of labor and may obtain any information or statistics pertaining to the lawful duties of the Labor Commissioner/DLSE.

Prior to commencing any Work on the PROJECT, the CONTRACTOR shall post the required notice/poster required under the California Code of Regulations and Labor Code section 1771.4 in both English and Spanish at a conspicuous, weatherproof area at the Project site. The required notice/poster is available on the Labor Commissioner's website.

7.3 **DIR Registration.** Strict compliance with all DIR registration requirements in accordance with Labor Code sections 1725.5 and 1771.1 is a material obligation of the CONTRACTOR and all of its subcontractors (of any tier) under the Contract Documents. The foregoing includes, without limitation, compliance with DIR registration requirements at all times during performance of the Work by the CONTRACTOR and all of its subcontractors of any tier. The failure of the CONTRACTOR and all subcontractors of any tier to be properly registered with DIR at all times during performance of the Work is a material breach of the Contract and subject to termination for cause.

An affirmative and ongoing obligation of the CONTRACTOR under the Contract Documents is the verification that all subcontractors of any tier are at all times during performance of the Work are in full and strict compliance with the DIR registration requirements. The CONTRACTOR shall not permit or allow any subcontractor of any tier to perform any Work without the CONTRACTOR's verification that all subcontractors are in full and strict compliance with the DIR registration requirements. Any subcontractors of any tier not properly registered with the DIR shall be substituted in accordance with Labor Code section 1771.1. CONTRACTOR or its subcontractors of any tier shall not be entitled to any additional costs or time arising from or in any way related to compliance with the DIR registration requirements.

ARTICLE 8 - TERMINATION OF THE CONTRACT

8.1 Termination for Cause. The DISTRICT may terminate the CONTRACTOR and/or this Contract for the following reasons:

- (a) Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- (b) Persistently or repeatedly is absent, without excuse, from the job site;
- (c) Fails to make payment to Subcontractors, suppliers, materialmen, etc.;
- (d) Persistently disregards laws, ordinances, rules, regulations, or orders of a public authority having jurisdiction;
- (e) Becomes bankrupt or insolvent, including the filing of a general assignment for the benefit of creditors; or
- (f) Otherwise is in substantial breach of any provision of this Contract and/or the Contract Documents.

8.2 Notification of Termination. When any of the above reasons set forth in Article 8.1 above exists, the DISTRICT may, without prejudice to any other rights or remedies of the DISTRICT and after giving the CONTRACTOR and the CONTRACTOR's surety (if applicable) written notice of five (5) days, terminate the CONTRACTOR and/or this Contract and may, subject to any prior rights of the surety (if applicable):

- (a) Take possession of the PROJECT and of all material, equipment, tools, and construction equipment and machinery thereon owned by the CONTRACTOR;
- (b) Accept assignment of Subcontracts. CONTRACTOR acknowledges and agrees that if the DISTRICT (in its sole and absolute discretion) decides to takeover completion of the PROJECT, the CONTRACTOR agrees to immediately assign all subcontracts to the DISTRICT which the DISTRICT has chosen to accept; and
- (c) Complete the Work by any reasonable method the DISTRICT may deem expedient, including contracting with a replacement contractor or contractors.

8.3 Payments Withheld. If the DISTRICT terminates the Contract for one of the reasons stated in Article 8.1 above, the CONTRACTOR shall not be entitled to receive further payment until the Work is complete. All costs associated with the termination and completion of the PROJECT shall be the responsibility of the CONTRACTOR and/or its surety (if applicable).

8.4 Payments Upon Completion. If the unpaid balance of the Contract Sum exceeds costs of completing the PROJECT, including compensation for professional services and expenses made necessary thereby, such excess shall be paid to the CONTRACTOR. If such costs exceed the unpaid balance, the CONTRACTOR shall pay the difference to the DISTRICT. This payment obligation shall survive any termination and/or completion of this Contract.

8.5 Termination for Convenience. DISTRICT may terminate the Contract upon fifteen (15) calendar days of written notice to the CONTRACTOR and use any reasonable method the DISTRICT deems expedient to complete the PROJECT, including contracting with replacement contractor or contractors, if it is found that reasons beyond the control of either the DISTRICT or CONTRACTOR make it impossible or against the DISTRICT's interest to complete the PROJECT. In such a case, the CONTRACTOR shall have no Claims against the DISTRICT except for: (1) the actual cost for approved labor, materials, and services performed in accordance with the Contract Documents which have not otherwise been previously paid for and which are supported and documented through timesheets, invoices, receipts, or otherwise; and (2) profit and overhead of ten percent (10%) of the approved costs in item (1); and (3) termination cost of five percent (5%) of the approved costs in item (1). CONTRACTOR acknowledges and agrees that if the DISTRICT (in its sole and absolute discretion) decides to takeover completion of the PROJECT, the

CONTRACTOR agrees to immediately assign all subcontracts to the DISTRICT which the DISTRICT has chosen to accept.

8.6 In the event of a dispute between the DISTRICT and CONTRACTOR, the CONTRACTOR shall proceed diligently with performance of the Contract, and the DISTRICT shall continue to make any undisputed payments in accordance with the Contract. If the dispute is not resolved informally, CONTRACTOR agrees it will neither rescind the Contract nor stop the progress of the work, but CONTRACTOR's sole remedy shall be to submit such controversy to determination by a court of competent jurisdiction in the county where the PROJECT is located, after the PROJECT has been completed, and not before. At the DISTRICT's sole option, the DISTRICT may submit individual disputes for binding arbitration and CONTRACTOR agrees to the resolution determined for each individual dispute by Arbitrator, including resolution of time and delays. If binding arbitration is utilized for individual disputes, such resolution is full and final as to that particular claim.

ARTICLE 9 - MISCELLANEOUS PROVISIONS

9.1 Record Audit. In accordance with Government Code Section 8546.7, records of both the DISTRICT and the CONTRACTOR shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

9.2 Contractor's License. The CONTRACTOR must possess throughout the PROJECT a Class B Contractor's License, issued by the State of California, which must be current and in good standing.

9.3 The CONTRACTOR shall enforce strict discipline and good order among the CONTRACTOR's and Subcontractor's employees, and other persons carrying out this Contract. The CONTRACTOR shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. As used in this subsection, "unfit" includes any person who the DISTRICT concludes is improperly skilled for the task assigned to that person, who fails to comply with the requirements of this article, or who creates safety hazards which jeopardize other persons and/or property.

9.4 CONTRACTOR shall take all steps necessary to insure that employees of CONTRACTOR or any of its subcontractors' employees do not use, consume, or work under the influence of any alcohol, tobacco or illegal drugs while on the PROJECT. CONTRACTOR shall further prevent any of its employees or its subcontractor employees from playing any recorded music devices or radios or wearing any radio headphone devices for entertainment while working on the PROJECT. Likewise, CONTRACTOR shall prevent its employees or subcontractor's employees from bringing any animal onto the PROJECT. CONTRACTOR shall not violate any written school policies.

9.5 Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of any third party against the DISTRICT.

9.6 The DISTRICT and CONTRACTOR, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this Contract with respect to the terms of this Contract. CONTRACTOR shall not assign this Contract.

9.7 This Contract shall be governed by the laws of the State of California.

9.8 This Contract represents the entire agreement between the DISTRICT and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be amended or modified only by an agreement in writing signed by both the DISTRICT and the CONTRACTOR.

9.9 This Contract shall be liberally construed to effectuate the intention of the PARTIES with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to any word, phrase or provision of this Contract, neither this Contract nor any uncertainty or ambiguity herein will be construed or resolved against either party (including the PARTY primarily responsible for drafting and preparation of this Contract), under any rule of construction or otherwise, it being expressly understood and agreed that the PARTIES have participated equally or have had equal opportunity to participate in the drafting hereof.

9.10 CONTRACTOR, in the performance of this Contract, shall be and act as an independent contractor. CONTRACTOR understands and agrees that CONTRACTOR and all of CONTRACTOR's employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of CONTRACTOR's employees or agents as they relate to the work and/or services to be provided under this Contract. CONTRACTOR shall assume full responsibility for payment of any applicable prevailing wages and all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective CONTRACTOR's employees.

9.11 If either PARTY becomes involved in litigation arising out of this Contract or the performance thereof, each PARTY shall bear its own litigation costs and expenses, including reasonable attorney's fees.

9.12 All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this Contract by each reference as though fully set forth in each instance in the text hereof. The parties agree that the terms of this Contract shall be controlling over any of the terms contained within any Exhibit attached hereto.

9.13 All Exhibits referenced below and attached hereto shall be deemed incorporated into and made a part of this Agreement by each reference as though fully set forth in each instance in the text hereof:

Exhibit "A": Proposal (if applicable).

9.14 The Contract entered into by this Agreement consists all the Exhibits referenced in Section 9.13 above and the following documents:

Supplementary and Special Conditions, if any

Specifications

Drawings/Plans

Requirements, Reports and/or Documents in the Project Manual or Other Documents Issued to Contractor with this Agreement

9.15 The documents identified in Sections 9.13 and 9.14 shall be collectively referred to as the "Contract Documents" which are all component parts of this "Agreement" or "Contract" as if herein set out in full or attached hereto.

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IN WITNESS WHEREOF, this AGREEMENT has been duly executed by the above named parties, on the day
and year first above written.

DISTRICT:

Inglewood Unified School District

CONTRACTOR:

By: _____

Eugenio D. Villa
Chief Business Official

Typed or Printed Name

Dated: 3/7/19

Title

Signature

Board Approval Date: March 6, 2019

Type or Printed Name

Title (Authorized Officers or Agents)

Signature

(CORPORATE SEAL)



License #858393

January 16, 2019

PROPOSAL

SUBMITTED TO:

Inglewood Unified School District
Attn: Jasmin Khoe

JOB ADDRESS:

Morningside High School
10500 Yukon Avenue
Inglewood, CA 90303

We are pleased to submit a quote for the following scope of work:**Building Q**

1. Provide and install handrail as shown on the plan in Appendix A, alongside the Locker Room wall 1 ½" spacing from the wall
2. Provide and install parallel handrail to limit the path of travel within the area having 2% cross slope, within 4 feet from the installed handrail
3. Provide and install sign to show the ADA path of travel

Costs:

Lump Sum \$4,995.00

Inclusions:

- 1 ½" Schedule 40 pipe hot dip galvanized after fabrication
- Work will be performed during non-school hours and will not exceed 14 calendar days from fabrication and site delivery

Exclusions:

- Any and all works outside the said areas
- Bond and permit fees, World Wide Construction can obtain all necessary bonds and/or permits on a reimbursement basis
- Additional move-ins, pricing is based on (1) move in and entire space to be available at one-time
- Any abatement work and or removal of hazardous materials
- Prevailing wage rates

Standard Terms: Proposal is valid for thirty (30) days from date above. Costs are based on RFP package dated January 15, 2019.

Submitted By:

Albert Holguin

World Wide Construction's Authorized Representative

Accepted By:

Inglewood Unified School District's Authorized Representative

STATE LAW REQUIRES ANYONE WHO CONTRACTS TO DO CONSTRUCTION WORK TO BE LICENSED BY THE CONTRACTORS STATE LICENSE BOARD IN THE LICENSE CATEGORY IN WHICH THE CONTRACTOR IS GOING TO BE WORKING-IF THE TOTAL PRICE OF THE JOB IS \$500 OR MORE (INCLUDING LABOR AND MATERIAL). ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 2600, SACRAMENTO, CA 95826.



Contractor's License Detail for License # 858393

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.

Per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.

Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.

Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Data current as of 2/15/2019 9:43:24 AM

Business Information

WORLD WIDE CONSTRUCTION
1621 W 25TH ST
#266
SAN PEDRO, CA 90732
Business Phone Number:(310) 832-0789

Entity Sole Ownership
Issue Date 05/04/2005
Expire Date 05/31/2019

License Status

This license is current and active.

All information below should be reviewed.

Classifications

B - GENERAL BUILDING CONTRACTOR

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with INTERNATIONAL FIDELITY INSURANCE COMPANY.

Bond Number: 0507058

Bond Amount: \$15,000

Effective Date: 01/01/2016

[Contractor's Bond History](#)

Workers' Compensation

This license has workers compensation insurance with the STATE COMPENSATION INSURANCE FUND

Policy Number: 9023014

Effective Date: 09/01/2012

Expire Date: 09/01/2019

[Workers' Compensation History](#)

Other

Personnel listed on this license (current or disassociated) are listed on other licenses.

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Department of Industrial Relations

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Public Works Contractor (PWC) Registration Search

Enter at least one search criteria to display registered public works contractor(s) matching your selections.

Note: Search results will display all of the public works contractor registrations, both current and expired.

Make sure the proper registration fiscal year is selected when performing a search.

Registration Fiscal Year:

PWC Registration Number:

Contractor Legal Name:

License Number:

example: 123456

[Contractor License Lookup](#)

County:

Select County ▼

Search

Reset

This is a listing of PWC registrations pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720 of the California Labor Code.)

Export as: [Excel](#) | [PDF](#)

Search Results

One registered contractor found. 1

Details	Legal Name	Registration Number	County	City	License Type/Number(s)	Current Status	Registration Date	Expiration Date
View	WORLD WIDE CONSTRUCTION	1000007458	LOS ANGELES	SAN PEDRO	CSLB:858393	Active	06/25/2018	06/30/2019

v2.20180928

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Application Summary

Office ID:	03	Application #:	113354	File #: 19-H36
Project Name:	Morningside High School			
Project Scope:	Reconstruction of 1-Girls Locker Building "Q" (A#7889) (Fire Damage)			
Address:	10500 S Yukon Ave			
City:	Inglewood	Zip:	90303	
PTN #:	64634-44	OPSC #:		
Project Type:	School (K-12)	# Of Incr:	0	
Project Class:	Class 1	Special Type:	NA	
Estimated Amt:	\$350,000.00	Contracted Amt:	\$350,000.00	
Change Order Amt:	\$0.00	Final Project Cost:	\$0.00	

Adj Est.Date#1:

Adj Est.Amt#1:

Adj Est.Date#2:

Adj Est.Amt#2:

Received Date: 4/19/2010

Approved Date: 8/11/2010

Approval Ext. Date:

Closed Date: 10/14/2015 10:58:23 AM

☐ Incomplete Submittal Complete Submittal Received Date: 4/19/2010

SB 575

☐ New Campus

☐ Modernization

Required

☐

Auto Fire Detection

Sprinkler System

☐

Included In Plan

☐☐

Required review services

☒ Access Compliance

☒ Fire & Life Safety

☐ HPS

☒ Structural Safety

☒ Field Review

☐ CGS Review

Special review type

☐ Class.S Reduction

☐ Concurrent Review

☐ Incremental Review

☐ Over the Counter

Energy Efficiency

☐

The Plan meet Title 24 Energy Requirements

☐

Project's new construction exceeds Title 24 by %

☐

Project's modernization exceeds Title 24 by %

Climate Zone:

Project's Sq.footage:

EPR Approved Date:

HPI:

☐ HPI Points:

HPI Hours:

Energy Notes:

Client's Notes:

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Inglewood Unified School District

Fingerprint and Criminal Background Check Certification

In accordance with the Department of Justice (DOJ) fingerprint and criminal background investigation requirements of Education Code section 45125.1 et seq.

With respect to the Agreement between the **Inglewood Unified School District ("DISTRICT")** and the individual, _____ company or contractor named ("**VENDOR,**") for provision of _____ services.

PLEASE CHECK ALL APPROPRIATE BOXES AND SIGN BELOW:

REQUIREMENTS SATISFIED:

- ☐ A) The VENDOR hereby certifies to the DISTRICT'S governing board that it has completed the criminal background check requirements of Education Code (EC) section 45125.1 and that none of its employees that may come into contact with DISTRICT students have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

List below, or attach, all employee(s) names that have successfully completed the fingerprinting and criminal background check clearance in accordance with the law.

SERVICES MAY BEGIN AFTER THE CONTRACT IS EXECUTED

~~OR~~

WAIVER JUSTIFICATION

- ☐ B) The VENDOR qualifies for a waiver of the Department of Justice (DOJ) fingerprint and criminal background investigation for the following reason(s) permitted by Education Code section 45125.1 et seq.
- ☐ The VENDOR and its employees will have NO CONTACT with pupils. (No school-site services will be provided.)
- ☐ The VENDOR and its employees will have LIMITED CONTACT with pupils. (Attach information about length of time on school grounds, proximity of work area to pupil areas; whether VENDOR/its employees will be working by themselves or with others, and any other factors that substantiate limited contact.) [EC 45125.1 (c)]
- ☐ The VENDOR and its employees will have more than LIMITED CONTACT with pupils but will assure that ONE (1) OR MORE of the following methods are utilized to ensure pupil safety. [EC 45125.2 (a)]
- Check all methods to be used:**
- ☐ 1) Installation of a physical barrier at the worksite to limit contact with students
- ☐ 2) Continual supervision and monitoring of all employees of the VENDOR by an employee of the VENDOR who has not been convicted of a serious or violent felony as ascertained by the DOJ
- ☐ 3) Surveillance of employees of the VENDOR by school personnel
- ☐ The services provided by the VENDOR are for an "EMERGENCY OR EXCEPTIONAL SITUATION," such as when pupil health or safety is endangered or when repairs are needed to make school facilities safe and habitable." [EC 45125.1(b)]

By signing below, under penalty of perjury, I certify that the information contained on this certification form and attached employee list(s) is accurate. I understand that it is the VENDOR'S sole responsibility to maintain, update, and provide the District with current "Fingerprint and Criminal Background Check Certification," along with the employee list, throughout the duration of VENDOR provided services.

Authorized VENDOR signature

Printed Name

Title

Date

SERVICES MAY BEGIN AFTER THE CONTRACT IS EXECUTED