

# KENSINGTON FIRE PROTECTION DISTRICT

## CONTRACT

For

### Temporary Fire Station Project

THIS AGREEMENT is made and entered this 25TH day of JULY, 2022, by and between the KENSINGTON FIRE PROTECTION DISTRICT, hereinafter referred to as "District" and OBS ENGINEERING, INC., hereinafter referred to as "Contractor."

WITNESSETH:

WHEREAS, Contractor and Contractor's Surety are providing the bonds attached hereto and incorporated by this reference, and

WHEREAS, District desires to contract with Contractor to perform the services detailed in this contract, including the Proposal, and

WHEREAS, Contractor has represented that it is fully qualified to assume and discharge such responsibility;

NOW, THEREFORE, the parties hereto do agree as follows:

1. Scope of Services. District hereby employs Contractor to perform the work and provide the services and materials for the project identified as: Temporary Fire Station, as described in these Plans and Specifications, attached hereto and incorporated herein by this reference, including miscellaneous appurtenant work. Such work shall be performed in a good and workmanlike manner, under the terms as stated herein and in these Plans and Specifications. In the event of any conflict between the terms of this agreement and any of the above-referenced documents, the terms of this agreement shall be controlling.
2. Compensation. In consideration of the services rendered hereunder, Contractor shall be paid \$374,500.00 dollars in accordance with the prices as submitted on the Bid Sheet of the Proposal, attached hereto as a part of these Plans and Specifications and in accordance with the Special Provisions.
3. Independent Contractor. It is specifically understood and agreed by all parties hereto that Contractor is, for the purposes of this Agreement, an independent contractor and not an employee of the District. Accordingly, Contractor shall not be deemed the District's employee for any purpose whatsoever. Contractor shall not incur or have the power to incur any debt, obligation or liability whatever for or against District.
4. Assignment. This agreement may not be assigned by Contractor, in whole or in part, without the prior written consent of District.
5. Termination. This Agreement may be canceled by District at any time without penalty upon thirty (30) days' written notice. In the event of termination without fault of Contractor, District shall pay Contractor for all services rendered prior to date of termination, and such payment shall be in full satisfaction of all services rendered hereunder.

6. Worker's Compensation Insurance. California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, the Contractor hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to under take self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

7. Prevailing Wages and General Rate of Per Diem Wages. Pursuant to the Labor Code of the State of California, the Director of Industrial Relations has determined the general prevailing rate of wages and employer payments for health and welfare, vacation, pension and similar purposes applicable to the work to be done. This rate and scale are on file with the District and copies will be made available to any interested party on request. The Contractor to whom the contract is awarded, and the subcontractors under him must pay not less than these rates for this area to all workers employed in the execution of this contract.
8. Dispute resolution is subject to the provision of Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the California Public Contract Code regarding the resolution of public works claims of less than \$375,000. Article 1.5 mandates certain procedures for the filing of claims and supporting documentation by the contractor, for the response to such claims by the contracting public agency, for a mandatory meet and confer conference upon the request of the contractor, for mandatory non-binding mediation in the event of litigation is commenced, and for mandatory judicial arbitration upon the failure to resolve the dispute through mediation. This contract hereby incorporates the provisions of Article 1.5 as though fully set forth herein.
9. Suit; Recovery of Attorney Fees & Costs. Should either party bring any action to protect or enforce its rights hereunder, the prevailing party in such action shall be entitled to recover, in addition to all other relief, its reasonable attorneys fees and court costs.
10. Severability. If any term or provision or portion of a term or provision of this contract is declared invalid or unenforceable by any court of lawful jurisdiction, then the remaining terms and provisions or portions of terms or provisions will not be affected thereby and will remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed the within Agreement the day and year first above written.

KENSINGTON FIRE PROTECTION DISTRICT

DocuSigned by:  
By: Bill Hansell Title: General Manager  
A57D4829EFB54E3...

Bill Hansell 7/26/2022  
Printed Name Date

ATTEST: DocuSigned by:  
By: Larry Nagel Title: President  
611510098AA64C8...

Larry Nagel 7/26/2022  
Printed Name Date

CONTRACTOR:  
By: OBS ENGINEERING, INC.

WILMOTH LEWIS 7/25/2022  
Printed Name Date



Approved as to Form

DocuSigned by:  
[Signature]  
4D33BDE7E6D8453...  
District Counsel 7/28/2022

### ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of San Francisco )

On JULY 25, 2022 before me, Venice Lising Castillo, Notary Public  
(insert name and title of the officer)

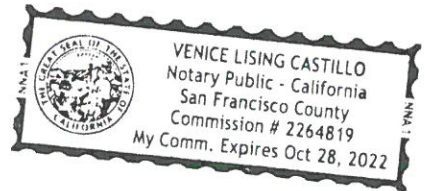
personally appeared Wilmoth Lewis,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature *VL Castillo*

(Seal)



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IN WITNESS WHEREOF, the parties hereto have executed the within Agreement the day and year first above written.

KENSINGTON FIRE PROTECTION DISTRICT

By: Bill Hansell Title: General Manager  
A57D4829EFB54E3...

Bill Hansell 7/26/2022  
Printed Name Date

ATTEST:

By: Larry Nagel Title: President  
611510698AA64C8...

Larry Nagel 7/26/2022  
Printed Name Date

CONTRACTOR:

By: OBS ENGINEERING, INC.

WILMOTH LEWIS 7/25/2022  
Printed Name Date



Approved as to Form

By: [Signature]  
4D33BDE7E6D8453...  
District Counsel 7/28/2022

### ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of San Francisco )

On July 25, 2022 before me, Venice Lising Castillo, Notary Public  
(insert name and title of the officer)

personally appeared Wilmoth Lewis,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature *V Castillo*

(Seal)

