Appendix C – Independent Service Contract

2025 AS-NEEDED AS-NEEDED LANDSCAPE/HARDSCAPE REPAIR MAINTENANCE AND IMPROVEMENTS
RFB #1965

INDEPENDENT CONTRACTOR AGREEMENT FOR MAINTENANCE SERVICES

THIS INDEPENDENT CONTRACTOR AGREEMENT is made and entered into this _____ day of _____, 2025 ("Effective Date"), by and between **Mount Diablo Unified School District** ("District") and _____ ("Contractor") for the purpose of maintaining electrical equipment on District sites. The District and the Contractor are collectively referred to as the "Parties."

RECITALS

WHEREAS, absent an exception or exclusion, competitive solicitation is required when contracting for goods and services in excess of the State bid limit, adjusted annually for inflation;

WHEREAS, this Agreement was competitively procured as required by California Public Contract ("PCC") Code §§ 20111 *et seq.*, through a Request for Bids ("RFB") for _____ issued on _____ and from which Contractor was selected pursuant to the terms therein;

WHEREAS, the District desires Contractor to provide it with **as-needed landscape/hardscape repair, maintenance and improvement services**, as detailed herein;

WHEREAS, the District is authorized to contract with and employ any persons for the furnishing of professional services or advice if those persons are specially trained and experienced and competent to perform the services required, specifically, Government Code § 53060, or this Agreement falls under one of the other legal exceptions to competitive bidding requirements, specifically **N/A**; and

WHEREAS, Contractor represents itself able and, for a consideration, willing to perform the services for/at **MT. DIABLO UNIFIED SCHOOL DISTRICT.**

NOW, THEREFORE, the Parties agree as follows:

1. **SERVICES:** At the request of the District, the Contractor shall furnish the following services ("Services" or "Work"):
   - **1.1.** Contractor shall perform and render all services as prescribed and required by the RFB (attached hereto **Exhibit A**), and/or all other documents forming a part of the RFB package and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein for: **as-needed Landscape/Hardscape Repair, Maintenance and Improvement services**.

1.2. Contractor shall perform the Services at the site(s) listed in **Exhibit B** ("Site(s)"). The Work is the scope of Services performed at the Sites.

2.COMPENSATION: District agrees to pay Contractor for services satisfactorily rendered pursuant to this Contract a total fee not to exceed **_____Dollars ($XXXXXX).** District shall pay Contractor according to the following terms and conditions:

2.1. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by District. Payment shall be made within sixty (60) days after Contractor submits an invoice to District for Services actually completed and after District's written approval of the Services, or the portion of the Services for which payment is to be made.

2.2. The Services shall be performed at the hourly billing rates and/or unit prices included in **Exhibit C**. If hourly billing applies, the itemized invoice shall reflect the hours spent by Consultant in performing its Services pursuant to this Agreement. Prices offered shall remain firm-fixed throughout the term of the Contract. If the contract is extended, then Contractor shall be entitled to an increase in price equal to the increase in the Consumer Price Index ("CPI") for that period.

2.3. If Contractor works at more than one site, Contractor shall invoice for each site separately.

2.4. **Expenses**. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District.

3.TERM: This Agreement shall become effective only upon approval and/or ratification by the District's Board of Education (the "Effective Date") in an open, noticed meeting, proper execution by the parties and certification by the Head Financial Officer as to the availability of funds. This Contract shall become effective on the Effective Date and shall remain effective, unless terminated in accordance with the provisions of this Contract. The initial term of this Agreement ("Initial Term") shall be for one year commencing on _____, and shall terminate on _____. The Term may be extended for up to two (2) additional years upon mutual written agreement of both parties. In no event shall the Term of the Agreement, including any extension(s), continue for more than three (3) years and shall expire on _____, unless terminated earlier per this Agreement.

4.This Contract incorporates by this reference the attached Terms and Conditions to Contract ("Terms and Conditions"). Contractor, by executing this Contract, agrees to comply with all the Terms and Conditions when performing the Work.

5.Contractor shall not commence the Work under this Contract until the Contractor has submitted and the District has approved the certificate(s) and the endorsement(s) of insurance required under the Terms and Conditions and the District has issued a Notice to Proceed.

6.Payment for the Work shall be made in accordance with the Terms and Conditions.

7.Contractor hereby acknowledges that the District has authority to approve and/or suspend Work if the Contractor's Work does not comply with the requirements of the Contract

Documents, Title 24 of the California Code of Regulations, and all applicable laws. No work shall be carried on except with the knowledge and under the inspection of the District. District shall have free access to any or all parts of the Work at any time. Contractor shall furnish District reasonable opportunities for obtaining such information as may be necessary to keep District fully informed respecting progress, manner of work, and character of materials. The Contractor shall be liable for any delay caused by its non-compliant Work or its failure to provide proper notification for inspection.

8. Inspection and acceptance of the Work shall be performed by _____ of the _____ Department of the District.

9. Contractor shall guarantee all labor and material used in the performance of this Contract for a period of one (1) year from the date of the District's written approval of the Work.

10. Any notices or communications required or permitted to be given by this Agreement must be 1) given in writing; 2) personally delivered or mailed, by prepaid, certified mail, overnight courier; or 3) electronic mail transmission (including portal document format) with "read receipt" requested to the Party to whom such notice or communication is directed, to the email address or regularly-monitored electronic mail address of such Party as follows:

10.1. NOTICE TO THE DISTRICT:

SITE/DEPARTMENT	Maintenance, Operations & Facilities
HEAD OF SITE/DEPARTMENT	Melanie Koslow, Executive Director of MO&F
CONTACT PERSON	
STREET ADDRESS	1480 Gasoline Alley
CITY, STATE, ZIP	Concord, CA 94520
TELEPHONE	( )
EMAIL ADDRESS	

10.2. NOTICE TO THE CONTRACTOR:

CONTRACTOR NAME	
CONTACT PERSON	
STREET ADDRESS	
CITY, STATE, ZIP	
TELEPHONE	( )
EMAIL ADDRESS	

10.3. With Copy to:

Mt. Diablo Unified School District
Purchasing & Warehouse Department
Attn: Elizabeth McClanahan, Director
2326 Bisso Lane, Concord, CA 94520
mcclanahane@mdusd.org

10.4. Any such notice or communication shall be deemed to have been given on (i) the day such notice or communication is personally delivered, (ii) three (3) days after such notice or communication is mailed by prepaid certified or registered mail, (iii) one (1) working day after such notice or communication is sent by overnight courier, or (iv) the day such notice or communication is sent electronically, provided that the sender has received a confirmation of such electronic transmission. A Party may, for purposes of this Agreement, change his, her or its address, email address or the person to whom a notice or other communication is marked to the attention of, by giving notice of such change to the other Party pursuant to this Section.

11. Each party has the full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party has been properly authority and empowered to enter into this Contract.

12. This Contract incorporates by this reference the Contract Documents attached hereto. Contractor, by executing this Contract, agrees to comply with all obligations set forth in the Contract Documents. The Contract Documents include only the following documents, as indicated:

REQUIRED FOR BID OPENING:	**REQUIRED UPON AWARD:**
☐ Bid Document ☐ Appendix A - Minimum Qualifications ☐ Appendix B - Pricing ☐ Appendix D - Release of Liability (3) ☐ Appendix E - Noncollusion Declaration	☐ Appendix C - Agreement ☐ Prevailing Wage Certification ☐ Criminal Background Investigation / Fingerprinting Certification ☐ Certifications to be Completed by Contractor (8) ☐ Insurance Certificates and Endorsements ☐ State of California Licenses

13. By signing this Contract, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct.

ACCEPTED AND AGREED on the dates indicated below:

Signatures on next page

COMPANY NAME

APPROVED:

BY: _____
Date

NAME: [INSERT]_____

TITLE: INSERT]_____

MT. DIABLO UNIFIED SCHOOL DISTRICT

AUTHORIZED AND APPROVED:

BY: _____
Adrian Vargas, CBO Date

RECOMMENDED:

BY:_____
Melanie Koslow Date
Executive Director of Maintenance, Operations, & Facilities

APPROVED AS TO FORM:

BY: _____
ELizabeth McClanahan, Date
Director of Purchasing & Warehouse

CONTRACTS OVER $500,000

BY: _____
GENERAL COUNSEL Date

Full Address of Contractor _____

Taxpayer's Identification No. of Contract _____

Telephone Number _____

E-mail Address _____

License Type(s), Number(s), & Expiration(s): _____

DIR Number: _____

If Bidder is a corporation, affix corporate seal.

Name of Corporation:_____

President: _____

Secretary: _____

Treasurer:_____

Manager:_____

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of $600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Contractor to furnish the information requested in this section.

_____

Contract continued on next page

TERMS AND CONDITIONS TO CONTRACT

1. **NOTICE TO PROCEED:** District shall provide a Notice to Proceed to Contractor pursuant to the Contract at which time Contractor shall proceed with the Work.

2. **STANDARD OF CARE:** Contractor shall perform, diligently prosecute and complete the Work in a good and workmanlike manner.

3. **AVAILABILITY OF FUNDS; BUDGET AND FISCAL PROVISIONS; TERMINATION IN THE EVENT OF NON-APPROPRIATION.** This Agreement is subject to the budget and fiscal policies, regulations and practices of the District, and approval and appropriation of funds for this Agreement. The amount of the District's obligation hereunder shall not at any time exceed the amount herein stated or stated in any approved amendment. If funds are appropriated for only a portion of a fiscal year, this Agreement will terminate, without penalty, at the end of the period for which funds are appropriated. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

4. **SITE EXAMINATION:** Contractor has examined each Site and certifies that it accepts all measurements, specifications and conditions affecting the Work to be performed at each Site. By submitting its quote, Contractor warrants that it has made all Site examination(s) that it deems necessary as to the condition of each Site, its accessibility for materials, workers and utilities, and Contractor's ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site(s).

5. **PERMITS, LICENSES AND REGISTRATION:** Contractor and all of its employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, all licenses, registration and permits as are required by law, in connection with the furnishing of materials, supplies, or services herein listed.

6. **LABOR, MATERIALS AND EQUIPMENT:** Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in this Contract. Unless otherwise specified, all materials shall be new and previously unused, and of the manufacturer's latest model or the best of their respective kinds and grades as noted or specified, and workmanship shall be of good quality.

7. **SUBSTITUTIONS:** No substitutions of material from those specified in the District standards shall be made without the prior written approval of the District. Contractor shall be responsible for any re-design costs occasioned by District's acceptance and/or approval of any substitute. District may deduct those costs from any amounts owing to Contractor for the review of the request for substitution, even if the request for substitution is not approved. Contractor shall, in the event that a substitute is less costly than that specified, credit the District with one-hundred percent (100%) of the net difference between the substitute and the originally specified material.

8. **INDEPENDENT CONTRACTOR STATUS:** While engaged in carrying out the Services of this Contract, the Contractor is an independent contractor, and not an officer, employee, agent,

partner, or joint venture of the District. Contractor shall be solely responsible for its own Workers' Compensation insurance, taxes, and other similar charges or obligations. Contractor shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.

9. **CONTRACTOR SUPERVISION:** Contractor shall provide competent supervision of personnel employed on each job Site, use of equipment, and quality of workmanship.

10. **WORKERS:** Contractor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site(s) and shall not again be employed at the Site(s) without written consent from the District.

11. **SUBCONTRACTORS:** Subcontractors, if any, engaged by the Contractor for any Service or Work under this Contract shall be subject to the approval of the District. Contractor agrees to bind every subcontractor by the terms of the Contract as far as such terms are applicable to subcontractor's work, including, without limitation, all registration, indemnification, insurance, and warranty requirements. If Contractor shall subcontract any part of this Contract, Contractor shall be fully responsible to the District for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in the Contract Documents shall create any contractual relations between any subcontractor and the District.

12. **SAFETY AND SECURITY:** Contractor is responsible for maintaining safety in the performance of this Contract. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

13. **CLEAN UP:** Debris shall be removed from each Site. Each Site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.

14. **PROTECTION OF WORK AND PROPERTY:** Contractor shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public, and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.

15. **FORCE MAJEURE:** The Contractor shall be excused from performance under this Contract during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants, or facilities by the government, when satisfactory evidence thereof 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 Contractor

and that Contractor has made reasonable efforts to mitigate any damage, as determined by the District.

16. **CORRECTION OF ERRORS:** Contractor shall perform, at its own cost and expense and without reimbursement from the District, any Work necessary to correct errors or omissions that are caused by the Contractor's failure to comply with the standard of care required herein.

17. **ACCESS TO WORK:** District representatives shall at all times have access to the Work wherever it is in preparation or in progress. Contractor shall provide safe and proper facilities for such access.

18. **OCCUPANCY:** District reserves the right to occupy buildings at any time before formal Contract completion and such occupancy shall not constitute final acceptance or approval of any part of the Work covered by this Contract, nor shall such occupancy extend the date specified for completion of the Work.

19. **PAYMENT:** The District may withhold or deduct from any payment an amount necessary to protect the District from loss because of: (1) defective Work not remedied; (2) stop payment notices as allowed by state law; (3) unsatisfactory prosecution of the Work by Contractor; (4) failure of the Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by District during the prosecution of the Work; (5) erroneous or false estimates by the Contractor of the value of the Work performed; (6) any sums representing expenses, losses, or damages, as determined by the District, incurred by the District for which Contractor is liable under the Contract; and (7) any other sums which the District is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to such sums.

20. **CHANGE IN SCOPE OF WORK:** Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District. Contractor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Contractor also agrees to provide the District with all information requested to substantiate the cost of the change order and to inform the District whether the Work will be done by the Contractor or a subcontractor.

21. **INDEMNIFICATION:**

    21.1. To the furthest extent permitted by California law, Contractor shall indemnify and hold harmless the District, its agents, representatives, officers, consultants, employees, and volunteers (the "Indemnified Parties") from any and all demands, damages, injuries, losses, expenses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or

indirectly arising from, arising out of, connected with, or resulting from, in whole or in part, the performance of this Contract unless the claims are caused wholly by the sole or active negligence or willful misconduct of the Indemnified Parties, as found by a court or arbitrator of competent jurisdiction.

21.2. Contractor shall also, to the furthest extent permitted by California law, defend the Indemnified Parties at Contractor's own expense, including attorneys' fees and costs, from any and all claims directly or indirectly arising from, arising out of, connected with, or resulting from the performance of this Contract unless the claims are caused wholly by the sole or active negligence or willful misconduct of the Indemnified Parties, as found by a court or arbitrator of competent jurisdiction, in which case, without impacting Contractor's obligation to provide an immediate and ongoing defense of the Indemnified Parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the District.

21.3. Pursuant to Public Contract Code section 9201, the District shall provide timely notification to Contractor of the receipt of any third-party claim relating to this Contract. The District shall be entitled to recover its reasonable costs incurred in providing said notification.

21.4. If the Indemnitees provide their own defense due to failure to timely respond to tender of defense, rejection of tender of defense, or conflict of interest of proposed counsel, Contractor shall reimburse Indemnitees for any expenditures, including reasonable attorney's fees and costs.

21.5. The Contractor's defense and indemnification obligations hereunder shall survive the completion of Work, including the warranty/guarantee period, and/or the termination of the Contract

22. CONTRACTOR'S 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 hereunder and the results of that work by the Contractor, his or her agents, representatives or subcontractors. Specifics regarding the amount and type of insurance are set-forth in the attached **EXHIBIT C** ("Insurance Requirements").

23. WARRANTY/QUALITY: Unless a longer warranty is called for elsewhere in the Contract Documents, the Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards

24. CONFIDENTIALITY: Contractor agrees that, in connection with this Agreement, the Contractor may have access to proprietary and confidential information which may be owned or controlled by the District, the disclosure of which to third parties may be damaging to the District, its Board, employees or students. Contractor also understands and agrees that the disclosure of such information may violate state and/or federal law and may subject the Contractor to civil liability. Consequently, Contractor agrees that all information

disclosed by the District to the Contractor or in which such information is collected or received by Contractor on District's behalf shall be held in strict confidence and used only in performance of the Agreement, unless disclosure is required by law or court order. Contractor shall exercise the same standard of care to protect such information as is used to protect its own proprietary and/or confidential information and in no case less than a reasonable standard of care.

24.1. Contractor shall comply at all times with the requirements of the Family Educational Records Privacy Act ("FERPA") and relevant state law regarding the confidentiality and handling of student records, including but not limited to California Education Code §§ 49073 *et seq.* Contractor is prohibited from accessing or using confidential student information under this Agreement unless it first obtains prior written parental consent, or an exception to federal and state privacy laws that permit access to confidential student information applies**.** Even if access is permitted, Contractor shall not use confidential student data for any purpose other than providing services to the District pursuant to this Agreement. Contractor shall not re-disclose confidential student information to any third party without the prior written consent of the District and any such re-disclosure shall be consistent with state and federal law.

24.2. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes all student, parent, and disciplinary information.

25. LIMITATION OF DISTRICT LIABILITY: District's financial obligations under this Contract shall be limited to the payment of the compensation provided in this Contract. Notwithstanding any other provision of this Contract, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, or lost bonding capacity, arising out of or in connection with this Contract for the services performed in connection with this Contract.

26. SUBMITTING FALSE CLAIMS; MONETARY PENALTIES: Contractor agrees to comply with and is subject to the California False Claims Act (Government Code §§ 12650 *et seq*.), including treble damages and penalties as set forth in the operative statutory provision at the time of any violation.

27. COMPLIANCE WITH LAWS AND BOARD POLICIES: Contractor shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any Work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom. Contractor shall keep itself fully informed of applicable District Board Policies and Administrative Regulation affecting the performance of, or necessary to ensure the safe and appropriate performance of this Agreement, and

shall at all times comply with such District Board Policies, and Administrative Regulations as they may be amended from time to time.

28. LABOR CODE REQUIREMENTS: The Contractor shall comply with all applicable provisions of the California Labor Code, Division 3, Part 7, Chapter 1, Articles 1 – 5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars ($1,000). Copies of the prevailing rate of per diem wages are on file with the District or available online at http://www.dir.ca.gov/. In addition, the Contractor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the California Labor Code, beginning with Section 1720, and including Section 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts.

28.1. Registration: Contractor and its subcontractor(s) shall be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 and in accordance with Labor Code section 1771.1.

28.2. Registered Subcontractor List: When applicable, within 30 days of the award of contract or prior to commencing the Work under this Contract, whichever occurs first, Contractor shall provide District all information required by Labor Code section 1773.3, as amended by Stats. 2017, Ch. 28, Sec. 21, for Company and all tiers of Subcontractors to enable District to provide notice to the Department of Industrial Relations (DIR) of the Contract (PWC-100 form). Contractor shall submit and maintain an updated Registered Subcontractor List including all Subcontractors of any tier furnishing labor, material, or equipment to the Project.

28.3. Certified Payroll Records: When applicable, Contractor and its subcontractor(s) shall upload certified payroll records ("CPR") electronically using California Department of Industrial Relations' (DIR) eCPR System by uploading the CPRs by electronic XML file or entering each record manually using the DIR's iform (or current form) online on a weekly basis and within ten (10) days of any request by the District or Labor Commissioner at http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html or current application and URL, showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and/or each subcontractor in connection with the Work.

28.4. Labor Compliance: Contractor shall perform the Work of the Project while complying with all the applicable regulations, including section 16000, et seq., of Title 8 of the California Code of Regulations and is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations.

29. NON-DISCRIMINATION: The District is committed to providing equal opportunity for all individuals in education. Contractor understands and agrees that in providing Services to the District, it is Contractor's obligation to comply with *Board Policy 0410*

(Nondiscrimination in District Programs and Activities), which requires that all District programs, activities, and practices be free from discrimination based on race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics. The Services provided by Contractor shall not reflect adversely upon persons because of their race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics. By signing this Contract, Contractor certifies that its programs, activities, and practices are free from discrimination and that it shall strictly adhere to and comply with District policies.

30. **ANTI-TRUST CLAIM:** Contractor and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the Parties.

31. **CONTRACTOR CLAIMS:** Contractor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Contractor's right to bring a civil action against the District. Pending resolution of the dispute, Contractor and its subcontractors shall continue to perform the Work under the Contract, including the disputed work, and shall not cause a delay of the Work during any dispute, claim, negotiation, mediation, or arbitration proceeding, except by written agreement of the District.

32. **ATTORNEY FEES/COSTS:** Should litigation be necessary to enforce any terms or provisions of this Contract, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

33. **TERMINATION:** If Contractor fails to perform the Work and Contractor's duties to the satisfaction of the District, or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract, or if Contractor violates any of the terms or provisions of this Contract, District shall have the right to terminate this Contract and/or Contractor's right to perform the Work of the Contract for cause effective immediately upon the District giving written notice thereof to the Contractor. District shall also have the right in its sole discretion to terminate the Contract and/or Contractor's right to perform the Work of the Contract for its own convenience upon District giving three (3) days' written notice thereof to the Contractor. In case of a termination for convenience, Contractor shall be paid for the actual cost for labor, materials, and services performed that is unpaid and can be documented through timesheets, invoices, receipts, or otherwise. Termination shall

have no effect upon any of the rights and obligations of the Parties arising out of any transaction occurring prior to the effective date of termination. In the event termination for cause is determined to have not been for cause, the termination shall be deemed to have been a termination for convenience effective as of the same date as the purported termination for cause.

34. **ASSIGNMENT OF CONTRACT:** Contractor shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Contract without the prior written consent of the District.

35. **TIME IS OF THE ESSENCE:** Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Contract.

36. **CALCULATION OF TIME:** For the purposes of this Contract, "days" refers to calendar days unless otherwise specified.

37. **GOVERNING LAW:** This Contract shall be governed by and construed in accordance with the laws of the State of California with venue of any action in a County in which the District administration office is located.

38. **BINDING CONTRACT:** This Contract shall be binding upon the Parties and upon their successors and assigns, and shall inure to the benefit of said Parties and their successors and assigns.

39. **DISTRICT WAIVER:** District's waiver of any term, condition, covenant or waiver of a breach of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant or the waiver of a breach of any other term, condition or covenant.

40. **CAPTIONS AND INTERPRETATIONS:** Paragraph headings in this Contract are used solely for convenience, and shall be wholly disregarded in the construction of this Contract. No provision of this Contract shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Contract shall be construed as if jointly prepared by the Parties.

41. **INVALID TERM:** If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.

42. **HEALTH & SAFETY REQUIREMENTS FOR A CONTRACTOR:** If Contractor, its employees and/or subcontractors will enter a District school site or facility in connection with performance of services under this Agreement or if the Contractor, its employees and/or sub-Contractors, will be in contact with District staff, contractors, or students, then the Contractor, its employees and/or sub-Contractors, shall maintain compliance with all local and state laws, health directives, orders, guidelines and policies, including but not limited to those related to COVID-19, and District policies, as updated from time to time. All costs to comply such requirements are the Contractor's responsibility. Evidence of compliance with these requirements shall be immediately available to the District upon request or audit. Contractor agrees that it is the Contractor's responsibility to be informed on the latest public

health guidance on public health emergencies and to comply with that guidance accordingly. Where a conflict exists between this Agreement and any local or state public health order related to a current Public Health Emergency, the more restrictive guidance controls.

43. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED:** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.

44. **ENTIRE CONTRACT:** This Contract sets forth the entire agreement between the Parties and fully supersedes any and all prior agreements, understandings, written or oral, between the Parties pertaining to the subject matter thereof.

45. **NO ORAL MODIFICATIONS:** No oral agreement or conversation with any officer, agent, or employee of District, either before or after execution of Contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising the Contract.

END OF SECTION

EXHIBIT "A"
SCOPE OF WORK

The Contractor's entire proposal submitted in response to **RFB #1965 – 2025 As-Needed Landscape/Hardscape Repair Maintenance and Improvements** is hereby incorporated into and made part of this Contract.

District staff will request individual scopes of work on an as-needed basis. For each request, the Contractor shall provide a corresponding written proposal detailing the work to be performed, associated costs, and estimated timelines. No work shall commence without written authorization from the District for each specific project.

EXHIBIT "B"
SITES

Site	Address
Administrative, Operations & Support	
District Office	1936 Carlotta Dr., Concord, CA 94519
Central Services Maintenance, Operations & Facilities Transportation Purchasing/Warehouse Food & Nutrition Services	 1480 Gasoline Ally, Concord 94520 1490 Gasoline Alley, Concord, CA 94520 2326 Bisso Lane, Concord, CA 94520 2330 Bisso Lane, Concord, CA 94520
Willow Creek	1026 Mohr Lane, Concord, CA 94518
Elementary	
Ayers	5120 Myrtle Drive, Concord, CA 94521
Bancroft	2200 Parish Drive, Walnut Creek, CA 94598
Bel Air	663 Canal Road, Bay Point, CA 94565
Cambridge	1135 Lacey Lane, Concord, CA 94520
Delta View	2916 Rio Verde, Pittsburg, CA 94565
Eagle Peak - (charter)	800 Hutchinson Road, Walnut Creek, CA 94598
El Monte	1400 Dina Drive, Concord, CA 94518
Fair Oaks	2400 Lisa Ln., Pleasant Hill, CA 94523
Gregory Gardens	1 Corritone Court, Pleasant Hill, CA 94523
Hidden Valley	500 Glacier Dr, Martinez, CA 94553-5445
Highlands	1326 Pennsylvania Blvd., Concord, CA 94521
Holbrook Language Academy	3333 Ronald Way, Concord, CA, 94519
Meadow Homes	1371 Detroit Ave., Concord, CA 94520
Monte Gardens	3841 Larkspur Drive, Concord, CA 94519
Mt. Diablo	5880 Mt. Zion Drive, Clayton, CA 94517
Mountain View	1705 Thornwood Drive, Concord, CA. 94521
Pleasant Hill	2097 Oak Park Blvd. Pleasant Hill, CA 94523
Rio Vista	611 Pacifica Avenue, Bay Point, CA 94565
Sequoia	277 Boyd Road, Pleasant Hill, CA 94523
Shore Acres	351 Marina Rd., Bay Point, CA 94565
Silverwood	1649 Claycord Ave., Concord, CA, 94521
Strandwood	416 Gladys Drive, Pleasant Hill, CA 94523
Sun Terrace	2448 Floyd Ln., Concord, CA 94520
Sunrise	1861 Silverwood Drive, Concord, CA 94519

Valhalla	530 Kiki Dr., Pleasant Hill, CA 94523
Valle Verde	3275 Peachwillow Lane, Walnut Creek, CA 94598
Walnut Acres	180 Cerezo Drive, Walnut Creek, CA 94598
Westwood	1748 West St., Concord, CA 94521
Woodside	761 San Simeon Drive, Concord, CA 94518
Wren Avenue	3339 Wren Avenue, Concord, CA 94519
Ygnacio Valley	2217 Chalomar Road, Concord, CA 94518
Middle	
Diablo View	300 Diablo View Lane, Clayton, Ca 94517
El Dorado	1750 West Street, Concord, CA 94521
Foothill	2775 Cedro Lane, Walnut Creek, CA 94598
Oak Grove	2050 Minert Road, Concord, CA 94518
Pine Hollow	5522 Pine Hollow Road, Concord, CA 94521
Pleasant Hill	One Santa Barbara Road, Pleasant Hill, CA 94523
Riverview	205 Pacifica Ave., Bay Point, CA 94565
Sequoia	265 Boyd Road, Pleasant Hill, CA 94523
Valley View	181 Viking Drive Pleasant Hill, California 94523
High Schools/Alternative/Adult Ed.	
College Park	201 Viking Drive, Pleasant Hill, CA 94523
Concord	4200 Concord Blvd., Concord, CA 94521
Mt. Diablo	2450 Grant St., Concord, CA 94520
Northgate	425 Castle Rock Rd, Walnut Creek, CA 94598
Ygnacio Valley	755 Oak Grove Rd. Concord, CA 94518
Olympic HS/ Alliance Program	2730 Salvio Street Concord, CA 94519
Crossroads	2701 Willow Pass Road, Concord, CA 94519
Glenbrook Academy	2351 Olivera Road, Concord, CA 94520
Rocketship (Charter)	2351 Olivera Road, Concord, CA 94520
Horizons: Home Study, CIS & Prospect	One Santa Barbara Road, Pleasant Hill, CA 94523
Robert R. Shearer Preschool	1 Corritone Court, Pleasant Hill, CA 94523
Shadelands Preschool (SPED)	1860 Silverwood Dr, Concord, CA 94519
Mt. Diablo Adult Education/Loma Vista/Bridge	1266 San Carlos Ave., Concord, CA 94518
Clayton Valley High School (Charter)	1101 Alberta Way, Concord, CA 94521

EXHIBIT C

Total Cost of the Agreement Not to Exceed, _____ dollars and zero cents ($XXXXXX).

Note: Fees and charges should be hourly rates for services, and flat rate fees are not permitted and will be rejected unless prior approval is obtained.

Name of Proposer Staff/Team Member	Position	Hourly Rate	Saturdays after 8 hours and under 12 hours (Hourly Rate)	Sundays and after 12 hours (Hourly Rate)

Protocols:

1) **Costs**: Must correlate payment to Contractor with provision of Services detailed in Appendix A. The breakdown should list separately and in detail the rates pay, charges and expenses. Indirect fees/charges, fringe benefits, administrative cost, overhead costs and reference to insurance costs are prohibited.

2) **Compensation.** The Contractor's fee set forth in this Agreement shall be full compensation for all of Contractor's Services incurred in its performance of the services set forth in **Appendix A. The fee is not to exceed amount and is not a guarantee of total payment, as payment is owed only for Services rendered**. All reimbursements for supplies, materials, travel and/or mileage shall not exceed the amount set forth in the Agreement, and shall be listed separately and are subject to approval of the District. The fee shall be paid as indicated and the rate of pay shall not be changed for the Term of the Agreement. For any rates or pricing shall remain fixed for the Term of the Agreement.

3) **Method of Payment:** Contractor shall submit invoices in a format approved by the District. Invoices must include the purchase order number, District site name, name of individual(s) performing duties, date(s) worked, hours worked. Flat rate compensation is not permitted and will be rejected unless approved by the Procurement Department. Contractor shall submit invoices to the District via the District's authorized representative referenced in Section 17 (Notices).

- **Upon receipt and approval of Contractor's invoices, the District agrees to make payments on all undisputed amounts within thirty (30) days of receipt of the invoice.**

EXHIBIT D
INSURANCE REQUIREMENTS

Without in any way limiting Service Provider's liability pursuant to the "Indemnification" section of this Agreement, Service Provider must maintain in force, during the full term of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Service Provider, his or her agents, representatives, employees or subcontractors.

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

Commercial General Liability: Written on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than two million dollars ($2,000,000) per occurrence, and a four million dollar ($4,000,000) aggregate. **Mount Diablo Unified School District, its Board, officers, officials, employees, and volunteers shall be named as additional insureds with respect to liability arising out of the services performed by or on behalf of the Service Provider under this Agreement.** The policy shall contain a severability of interest provision that must apply for the additional insureds, ensuring that Service Provider's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the policies' limits.

Automobile Liability: With limits of no less than one million dollars ($1,000,000) per accident, combined single limit for bodily injury and property damage, including owned, non-owned and hired automobiles. If Service Provider has no owned autos the policy may be limited to cover hired and non-owned autos only. A waiver of the Automobile liability insurance requirements may be requested by Service Provider provided that Service Provider will not use any automobiles in the performance of this Agreement. The parties understand and agree that the District shall rely upon the representations that the Service Provider shall make in any such waiver.

Workers' Compensation: As required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than one million dollars ($1,000,000) per accident for bodily injury or disease.

Umbrella or Excess Insurance: Any Umbrella or Excess insurance shall apply on a primary and noncontributory basis for the benefit of the District, before the District's own primary insurance or self-insurance shall be called upon to protect it as a Named Insured. Excess

policies of insurance shall be as broad as, and follow the form of the underlying (primary) insurance.

If Service Provider maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Service Provider. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Service Provider hereunder.

Sexual Molestation and Abuse Liability Insurance. Contractor shall procure and maintain, during the life of this Contract, sexual molestation and abuse insurance. Contractor shall require its Subcontractor(s), if any, to procure and maintain sexual molestation and abuse insurance for all employees of Subcontractor(s). Any class of employee or employees not covered by a Subcontractor's insurance shall be covered by Contractor's insurance. If any class of employee or employees engaged in Work under the Contract, on or at the Site of the Project, are not covered under the sexual molestation and abuse insurance, Contractor shall provide, or shall cause a Subcontractor to provide, adequate insurance coverage to cover any employee(s) not otherwise covered before any of those employee(s) commence work.

OTHER INSURANCE PROVISIONS

Primary and Noncontributory: For any claims related to this Agreement, Service Provider's insurance coverage shall be primary insurance coverage. Any insurance or self-insurance maintained by the District shall be excess of the Service Provider's insurance and shall not contribute with it.

Transfer of Rights of Recovery against Others to Us (Waiver of Subrogation): Service Provider hereby grants to the District, a waiver of any right to subrogation which any insurer of said Service Provider may acquire against the District, its Board, officers, officials, employees, and volunteers by virtue of the payment of any loss under such insurance. Service Provider shall obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District, its Board, officers, officials, employees, and volunteers have received a Transfer of Rights of Recovery against Others to Us endorsement from the insurer(s).

Acceptability of Insurers: Unless otherwise acceptable to the District , all insurance is to be placed with insurers authorized to conduct business in California with a current A.M. Best's rating of no less than A:VII, or approved by the Surplus Lines Association to do business in California.

Claims Made Policies: If any of the required policies provide claims-made coverage:

- The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
- Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work.
- If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Service Provider must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

Self-Insured Retentions: Self-insured retentions must be declared to and approved by the District. The District may require the Service Provider to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Subcontractor Insurance: Should the Service Provider use any subcontractor(s) to perform services under this Agreement, Service Provider shall be responsible for ensuring that such subcontractor(s) procure and maintain insurance and limits appropriate to the nature and scope of services provided. Service Provider shall collect Certificates of Insurance evidencing coverage(s) and limits of insurance, and with the exception of Workers' Compensation and Professional Liability policies, the Service Provider and the District shall be included as additional insureds for all ongoing and completed operations of the subcontractor(s).

District's Right to Modify Insurance Requirements: District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Notice of Cancellation: No policy required to be maintained by Service Provider shall be canceled, nonrenewed, or materially altered without thirty (30) days prior written notice to the District, except where cancellation is due to the nonpayment of premium(s) in which event, ten (10) days prior written notice to the District shall suffice. For contracts in which the total compensation to the Service Provider is one million dollars ($1,000,000) or more, a policy endorsement is required to obligate Service Provider's insurance carrier to notify the District directly of policy cancellations.

Verification of Coverage: Prior to the commencement of services pursuant to this Agreement, Service Provider shall furnish the District with insurance certificates and amendatory endorsements for the Additional Insured and Primary and Noncontributory provisions, or copies of the applicable policy language evidencing the insurance coverage and limits required by this Agreement. The District reserves the right to require additional amendatory endorsements and complete copies of any policy(ies) required hereunder at any time. Acceptance of the Certificates of Insurance by the District does not relieve Service Provider of the insurance requirements, nor decrease the liability of Service Provider under this

Agreement. It is the Service Provider's responsibility to ensure compliance with these insurance requirements. Any actual or alleged failure on the part of the District to obtain proof of insurance required under this Agreement shall not in any way be construed to be a waiver of any right or remedy of the District, in this or any regard.

Certificate Holder:

Mt. Diablo Unified School District
1936 Carolotta Drive, Concord, CA 94519

Commercial General Liability	Includes: Bodily Injury, Property Damage, Personal & Advertising Injury, Product Liability and Completed Operations	$2,000,000 each occurrence; $4,000,000 general aggregate
Automobile Liability – Any Auto	Combined Single Limit	$2,000,000 per occurrence
Workers Compensation		Statutory limits pursuant to State law; $1M/$1M/$1M
Sexual Abuse / Molestation		$1,000,000 each incident; $2,000,000 policy limit
Builder's Risk (Course of Construction)		Issued for the value and scope of Work indicated herein.

PREVAILING WAGE CERTIFICATION

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours' notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project, including, without limitation, labor compliance monitoring and enforcement by the Department of Industrial Relations.

Date: _____

Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF SECTION

CRIMINAL BACKGROUND INVESTIGATION / FINGERPRINTING CERTIFICATION

The undersigned does hereby certify to the governing board of the District that undersigned is a representative of the Contractor, is familiar with the facts herein certified, is authorized and qualified to execute this certificate on behalf of Contractor; and that the information in this Criminal Background Investigation / Fingerprinting Certification is true and correct.

1. **Education Code**. Contractor has taken at least one of the following actions (check all that apply):

☐ **All Workers Fingerprinted.** The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who interact with pupils, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee, has a valid criminal records summary as described in Education Code Section 44237 (Contractor shall "require each applicant for employment in a position requiring contact with minor pupils to submit two sets of fingerprints prepared for submittal by the employer to the Department of Justice for the purpose of obtaining criminal record summary information from the Department of Justice and the Federal Bureau of Investigation."). A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may interact with District pupils during the course and scope of the Contract is attached hereto; and/or

☐ **Physical Barrier.** Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of work, a physical barrier at the Project site, that will limit contact between Contractor's employees and District pupils at all times; and/or

☐ **Continual Supervision by Fingerprinted Employee**. Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is:

Name: _____ Title: _____

☐ **Unoccupied Site**. The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.

2. **Megan's Law (Sex Offenders).** I have verified and will continue to verify that the employees of Contractor that will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are not listed on California's "Megan's Law" Website (http://www.meganslaw.ca.gov/).

   Contractor's responsibility for background clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: _____

Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF SECTION

CERTIFICATIONS TO BE COMPLETED BY CONTRACTOR

THE UNDERSIGNED MUST CHECK EACH BOX AND EXECUTE THIS FORM AND HEREBY CERTIFIES TO THE GOVERNING BOARD OF THE DISTRICT THAT:

- The undersigned is a representative of the Contractor,
- The undersigned is familiar with the facts herein certified and acknowledged,
- The undersigned is authorized and qualified to execute this Contract and these certifications on behalf of Contractor and that by executing this Contract undersigned is certifying the following items.

☐ **Labor Code Sections 1860-1861 (Workers' Compensation).** In accordance with Labor Code section 3700, every contractor will be required to secure the payment of compensation to his or her employees. I acknowledge and certify under penalty of perjury that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake 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.

☐ **Government Code Sections 8355-8357 (Drug-Free Workplace).** I acknowledge and certify under penalty of perjury that I will provide a drug-free workplace by doing all of the following:

(1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition.

(2) Establishing a drug-free awareness program to inform employees about all of the following:
(A) The dangers of drug abuse in the workplace.
(B) The person's or organization's policy of maintaining a drug-free workplace.
(C) Any available drug counseling, rehabilitation, and employee assistance programs.
(D) The penalties that may be imposed upon employees for drug abuse violations.

(3) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I also acknowledge that this Contract may be subject to suspension of payments under the contract or grant or termination of the contract or grant, or both, and the contractor or grantee thereunder may be subject to debarment, in accordance with the requirements of the

above-referenced statute, if the contracting or granting agency determines that any of the following has occurred:

(1) The contractor or grantee has made a false certification under Section 8355.
(2) The contractor or grantee violates the certification by failing to carry out the requirements of subdivisions (a) to (c), inclusive, of Section 8355.

I also acknowledge that the Department of General Services shall establish and maintain a list of individuals and organizations whose contracts or grants have been canceled due to failure to comply with the above-referenced statute. This list shall be updated monthly and published each month. No state agency shall award a contract or grant to a person or organization on the published list until that person or organization has complied with the above-referenced statute.

☐ **Tobacco-Free Environment**. Pursuant to, without limitation, 20 U.S.C. section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and District Board Policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property.

I acknowledge and certify under penalty of perjury that I am aware of the District's policy regarding tobacco-free environments at District sites, including the Project site and acknowledge and certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents to use tobacco and/or smoke on the Project site. The District also prohibits electronic cigarettes, "vaping" or similar product uses on District sites.

☐ **No Hazardous Materials.** I acknowledge and certify under penalty of perjury that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations ("**New Hazardous Material**"), shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District. I have instructed our employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

(i) Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material. Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron

microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.

(ii) All Work or materials found to be New Hazardous Material or Work or material installed with equipment containing "New Hazardous Material," will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.

The Contractor must immediately notify the District within two (2) Business Days, if the Contractor finds and before it disturbs, any material that the Contractor believes may be hazardous waste, as defined in section 25117 of the Health and Safety Code, and requires removal to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

I acknowledge and certify under penalty of perjury that this certification provides notice to the Contractor that:

(1) The Contractor's work may disturb lead-containing building materials.

(2) The Contractor must notify the District if any work may result in the disturbance of lead-containing building materials.

☐ **Lead as a Health Hazard.** Lead poisoning is recognized as a serious environmental health hazard facing children today. Even at low levels of exposure, much lower than previously believed, lead can impair the development of a child's central nervous system, causing learning disabilities, and leading to serious behavioral problems. Lead enters the environment as tiny lead particles and lead dust disburses when paint chips, chalks, peels, wears away over time, or is otherwise disturbed. Ingestion of lead dust is the most common pathway of childhood poisoning; lead dust gets on a child's hands and toys and then into a child's mouth through common hand-to-mouth activity. Exposures may result from construction or remodeling activities that disturb lead paint, from ordinary wear and tear of windows and doors, or from friction on other surfaces.

Ordinary construction and renovation or repainting activities carried out without lead-safe work practices can disturb lead-based paint and create significant hazards. Improper removal practices, such as dry scraping, sanding, or water blasting painted surfaces, are likely to generate high volumes of lead dust.

Because the Contractor and its employees will be providing services for the District, and because the Contractor's work may disturb lead-containing building materials, **Contractor is hereby notified** of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1993 are presumed to contain some lead-based paint until sampling proves otherwise.

(i) **Overview of California Law**

Education Code section 32240 et seq. is known as the Lead Safe Schools Protection Act. Under this act, the Department of Health Services ("**DHS**") is to conduct a sample survey of schools in the State of California for the purpose of developing risk factors to predict lead contamination in public schools. (Ed. Code, § 32241.)

Any school that undertakes any action to abate existing risk factors for lead is required to utilize trained and state-certified contractors, inspectors, and workers. (Ed. Code, § 32243, subd. (b).) Moreover, lead-based paint, lead plumbing, and solders, or other potential sources of lead contamination, shall not be utilized in the construction of any new school facility or the modernization or renovation of any existing school facility. (Ed. Code, § 32244.)

Both the Federal Occupational Safety and Health Administration ("**OSHA**") and the California Division of Occupational Safety and Health ("**Cal/OSHA**") have implemented safety orders applicable to all construction work where a contractor's employee may be occupationally exposed to lead.

The OSHA Regulations apply to all construction work where a contractor's employee may be occupationally exposed to lead. The OSHA Regulations contain specific and detailed requirements imposed on contractors subject to that regulation. The OSHA Regulations define construction work as work for construction, alteration, and/or repair, including painting and decorating. It includes, but is not limited to, the following:

a. Demolition or salvage of structures where lead or materials containing lead are present;
b. Removal or encapsulation of materials containing lead;
c. New construction, alteration, repair, or renovation of structures, substrates, or portions thereof, that contain lead, or materials containing lead;
d. Installation of products containing lead;
e. Lead contamination/emergency cleanup;
f. Transportation, disposal, storage, or containment of lead or materials containing lead on the site or location at which construction activities are performed; and
g. Maintenance operations associated with the construction activities described in the subsection.

Because it is assumed by the District that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (including title 8, California Code of Regulations, section 1532. 1).

The Contractor must notify the District if any Work may result in the disturbance of lead-containing building materials. Any and all Work that may result in the disturbance of lead-containing building materials must be coordinated through the District. A signed copy of this Certification must be on file prior to beginning Work on the Project, along with all current insurance certificates.

(ii) **Renovation, Repair and Painting Rule, Section 402(c)(3) of the Toxic Substances Control Act**

In 2008, the U.S. Environmental Protection Agency, issued a rule pursuant to the authority of Section 402(c)(3) of the Toxic Substances Control Act, requiring lead safe work practices to reduce exposure to lead hazards created by renovation, repair and painting activities that disturb lead-based paint (Renovation, Repair and Painting Rule). Renovations in homes, childcare facilities, and schools built prior to 1978 must be conducted by certified renovations firms, using renovators with accredited training, and following the work practice requirements to reduce human exposures to lead.

Contractor, its workers and subcontractors must fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials, including those rules and regulations appearing within title 40 of the Code of Federal Regulations as part 745 (40 CFR 745).

The requirements apply to all contractors who disturb lead-based paint in a six-square-foot area or greater indoors or a 20-square-foot area outdoors. If a DPH-certified inspector or risk assessor determines that a home constructed before 1978 is lead-free, the federal certification is not required for anyone working on that particular building.

(iii) **Contractor's Liability**

If the Contractor fails to comply with any applicable laws, rules, or regulations, and that failure results in a site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify, and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom.

If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses, and training shall conduct this Work.

It shall be the responsibility of the Contractor to properly dispose of any and all waste products, including, but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of the Contractor to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of

Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

The Contractor shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Contractor.

I acknowledge and certify under penalty of perjury, that:

1. I have received notification of potential lead-based materials on the District's property;
2. I am knowledgeable regarding and will comply with all applicable laws, rules, and regulations governing work with, and disposal of, lead.

☐ **Imported Materials.** All soils, aggregate, or related materials ("**Fill**") that Contractor, a Subcontractor, agent or supplier, in any way, provides or delivers and/or supplies to the Project Site shall be free of any and all hazardous material as defined in section 25260 of the Health and Safety Code, shall satisfy the requirements of any environmental review of the Project performed pursuant to the statutes and guidelines of the California Environmental Quality Act, sections 21000 et seq. of the Public Resources Code ("**CEQA**"), and shall comply with the requirements of sections 17210 et seq. of the Education Code, including requirements for a Phase I environmental assessment acceptable to the State of California Department of Education and Department of Toxic Substances Control. I acknowledge that, to the furthest extent permitted by California law, the indemnification provisions in the Contract Documents apply to, without limitation, any claim(s) connected with providing, delivering, and/or supplying Fill.

☐ **Russian Sanctions Certification**

On February 21, 2022, President Biden issued Executive Order 14065 (; "**Federal Order**") imposing economic sanctions and prohibiting many activities including, but not limited to, investing in, importing to, exporting from, and contracting with, areas of Ukraine and in Russia. On March 4, 2022, California Governor Newsom issued Executive Order N-6-22 requiring state agencies to take steps to ensure any agency and entity under contract with state agencies comply with the Federal Order (; "**State Order**").

The District requires the Consultant, as a vendor with the District, to comply with the economic sanctions imposed in response to Russia's actions in Ukraine, including the orders and sanctions identified on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions).

If your Firm's contract with the District has a cumulative value of $5 million or more, your certification here constitutes your written response to the District, indicating:

(1) that your Firm is in compliance with the required economic sanctions of the Federal and State Orders;

(2) the steps your Firm has taken in response to Russia's actions in Ukraine, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine.

☐ **Conflict of Interest Certification**

The Contractor and its subcontractors shall at all times comply with the conflict of interest certification requirements as set forth below. Specifically, by checking the one applicable option below, Contractor hereby represents and warrants to District that the Contractor and its subcontractors have read and understand the District's Conflict of Interest Code and, Contractor knows or has reason to believe that Contractor has a conflict of interest that requires disclosure and Contractor and its subcontractors shall comply with the applicable disclosure requirements of the District's Conflict of Interest Code. In addition, the Contractor shall maintain on file statements of economic interests in accordance with applicable disclosure requirements. These records shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.

I ACKNOWLEDGE AND CERTIFY UNDER PENALTY OF PERJURY THAT I AM DULY AUTHORIZED TO LEGALLY BIND THE CONTRACTOR TO ALL PROVISIONS AND ITEMS INCLUDED IN THESE CERTIFICATIONS, THAT THE CONTENTS OF THESE CERTIFICATIONS ARE TRUE, AND THAT THESE CERTIFICATIONS ARE MADE UNDER THE LAWS OF THE STATE OF CALIFORNIA.

Date: _____

Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT