

AGREEMENT

THIS AGREEMENT, is entered into this 11th day of April, 2017 by and between the SYLVAN UNION SCHOOL DISTRICT, herein called "DISTRICT," and _____ herein called "CONTRACTOR."

WHEREAS, the DISTRICT has a need for installation of equipment with respect to the work described herein; and

WHEREAS, CONTRACTOR warrants that it is fully licensed, qualified, and willing to perform said services as required by this Agreement, and is specially trained, experienced, and competent to perform such services;

NOW, THEREFORE, IT IS AGREED by the parties hereto as follows:

Scope of Work. CONTRACTOR shall commence providing any particular services only upon receipt from the District of a Project Authorization Letter for those services in accordance with this Agreement. In the absence of an applicable Project Authorization Letter, CONTRACTOR shall not undertake any work or services ostensibly pursuant to this Agreement and the District shall have no obligation to compensate the CONTRACTOR for any such work or services. Project Authorization Letters shall be deemed and construed as authorizing the work to be performed pursuant to this Agreement and not as modifying or amending this Agreement. In the event of any conflict between the provisions of this Agreement and CONTRACTORs Original Proposal, the Agreement shall control with respect to terms and conditions for provision of the services and control with respect to the scope, type and manner of services, compensation for services, and similar matters set forth by the District.

(Scope of work): The purchase and installation of L2/3 core switch/routers, basic maintenance, and Uninterruptable power supply (UPS) devices for twelve (12) sites in the District (Orchard Elementary, Sanders Elementary, Ustach Middle School, Somerset Middle School, Daniel Savage Middle School, Coleman F. Brown Elementary, Crossroads Elementary, Freedom Elementary, Sherwood Elementary, Standiford Elementary, Stockard Coffee Elementary, and Woodrow Elementary). The District is seeking to update aging Cisco core switches/routers to connect the site IDFs and MDF to the district WAN. The acquisition will include cabling, and any other equipment deemed necessary for the complete installation of the new MDF core switch. The following table provides information regarding our current inventory that will need to be connected to the L2/3 core switch/router.

All work shall be performed to the degree of skill and care ordinarily exercised under similar conditions by reputable members of CONTRACTORs profession practicing in the same or similar locality at the time of performance. CONTRACTOR shall, at its own cost and expense, provide all the services, equipment and materials necessary to complete the work described in a Project Authorization Letter. Nothing in this paragraph shall require District to use CONTRACTOR for any services and District may use other CONTRACTORs for any such work.

CONTRACTOR shall:

- Contract or employ at CONTRACTOR's expense, Sub CONTRACTORs or personnel to the extent deemed necessary for the work authorized by a Project Authorization Letter. District reserves the right to reject the use of any Sub CONTRACTOR.
- Consult, as necessary, with normal and customary employees, agencies, and/or representatives of the District regarding the work of each Project Authorization Letter.
- Attend meetings with the District, other professionals employed by the District and local and regional agencies, as needed, and directed by the District to perform the work.
- Cooperate with other professionals employed by the District for other work related to the Project Authorization Letter.
- Abide by all regulations imposed by funding sources, such as auditing requirements and payoff affidavits.
- Be responsible for the professional quality, technical accuracy and the coordination of CONTRACTOR's entire work product and provide a professional level of review of all deliverables to assure quality and professional accuracy of all documents furnished by CONTRACTOR. CONTRACTOR shall, without additional compensation, correct or revise any errors in its documents or other services.
- Comply with E-Rate Requirements and any required documents per E-Rate Regulations.
- Contractors Bid becomes a legal attachment to the contract.

Each Project Authorization letter will identify the campus and project name(s), the project specific scope of services and the required deliverables.

CONTRACTOR shall submit an estimated cost breakdown based upon the project specific scope which shall include all necessary hours to perform the project specific scope of services, all estimated hours for labor and the corresponding hourly rate, along with any other estimated costs for services including, but not limited to, any Sub CONTRACTORs, research, travel time or other expenses for which CONTRACTOR seeks reimbursement.

The District will review CONTRACTOR's cost estimate and negotiate, as needed. A Project Authorization letter may issue authorizing the start of work if the estimated cost is reasonable.

The District may, at its discretion, coming two (2) or more projects to be handled as single Project assignment. If a Project assignment includes multiple projects, CONTRACTOR shall provide a separate invoice for each individual Project for which services are provided under a single Project Authorization Letter.

CONTRACTOR may be assigned various projects and tasks which have different funding sources.

Each Project Authorization Letter shall incorporate CONTRACTOR's budget for the assigned task. On a regular basis, but not less than weekly, the CONTRACTOR shall report

to the District's Project Manager on the status of the assigned work including, but not limited to, the percentage of the work performed under the Project Authorization Letter, the percentage of the budget consumed, to date, (whether or not billed or paid) and the percentage of the budget remaining, for each line item set out in the task order, and the schedule of tasks contemplated for the following week. Notification by e-mail will be acceptable, provided that all of the required information is included. No invoices will be paid if the required reports are not timely filed. Filing of the reports does otherwise require the District to pay for the services described in the reports.

Time for Completion of Work. No work shall be commenced prior to CONTRACTOR'S receipt of the DISTRICT'S Project Authorization Letter. All work shall be completed no later than the date agreed upon by the parties for each matter or project, provided, however, that extensions of time may be granted in writing by the District, which said extensions of time, if any, shall be granted only for reasons attributable to inclement weather, acts of God, or for other cause determined in the sole discretion of the District to be good and sufficient cause for such extensions.

Term. The term of this Agreement shall be TBD

Payment for Services.

Compensation- Fees. CONTRACTOR'S compensation will be primarily based upon fixed fees negotiated for a specific project including, but not limited to, cost of travel and all incidentals necessary to complete the project scope of work. The District may, at its discretion, negotiate either hourly rates or fixed fee rates for the described services. Rates may be based on actual services performed at the rates set forth for each task or in an amount otherwise agreed to by the DISTRICT in a Project Authorization Letter.

Reimbursables-Costs. None

Reports and Billing Invoices. CONTRACTOR shall submit to the DISTRICT, on a task completion basis, a detailed statement of services performed and work accomplished during that preceding period, including the number of hours of work performed and the personnel involved. For the purpose of timely processing of invoices, the CONTRACTOR'S invoices are not regarded as received until the applicable deliverable is submitted. Any anticipated problems in performing any future work shall be noted in the billing invoice transmittal letter. The CONTRACTOR shall also promptly notify the District of any perceived need for a change in the scope of work or services.

Accounting Records.

CONTRACTOR shall maintain accounting records in accordance with generally accepted accounting principles. The CONTRACTOR shall obtain the services of a qualified bookkeeper or accountant to ensure that accounting records meet this requirement. The CONTRACTOR shall maintain acceptable books of accounts which include, but are not limited to, a general ledger, cash receipts journal, cash disbursements journal, general journal and payroll journal.

CONTRACTOR shall record costs in a cost accounting system which clearly identifies the source of all costs. Agreement costs shall not be co-mingled with other project costs, but shall be directly traceable to contract billings to the DISTRICT. The use of

worksheets to produce billings shall be kept to a minimum. If worksheets are used to produce billings, all entries should be documented and clearly traceable to the CONTRACTOR'S cost accounting records.

All accounting records and supporting documentation shall be retained for a minimum of five (5) years or until any audit findings are resolved, whichever is later. CONTRACTOR shall safeguard the accounting records and supporting documentation.

CONTRACTOR shall make accounting records and supporting documentation available on demand to the DISTRICT and its designated auditor for inspection and audit. Disallowed costs shall be repaid to the DISTRICT. The DISTRICT may require having the CONTRACTOR'S accounting records audited, at CONTRACTOR'S expense, by an accountant licensed by the State of California.

Changes in Scope of Service. No change in the character or extent of the work to be performed by CONTRACTOR shall be made except through a signed written amendment to this Agreement. The amendment shall set forth the proposed changes in work, adjustment of time, and adjustment of the sum to be paid by DISTRICT to CONTRACTOR, if any. Any amendment must be approved by the Governing Board of the DISTRICT.

Non-Assignment of Agreement. Inasmuch as this Agreement is intended to secure the specialized services of the CONTRACTOR, CONTRACTOR may not assign, transfer, delegate or sublet any interest herein without the prior written consent of DISTRICT and any such assignment, transfer, delegation, or sublease without the DISTRICT'S prior written consent shall be considered null and void.

Insurance. CONTRACTOR shall procure the following required insurance coverages at its sole cost and expense and maintain in full force and effect for the period covered by this Agreement such insurance. All insurance coverages are to be placed with insurers which (1) have a Best's rating of no less than A- VII and are admitted insurance companies in the State of California, or (2) insurers of equivalent documented quality.

Professional Liability Insurance: CONTRACTOR shall maintain in full force and effect during the entire term of this Agreement, professional liability "errors and omissions" insurance with limits of liability of not less than \$1,000,000.00 per claim and \$2,000,000.00 in aggregate to cover all services rendered by CONTRACTOR pursuant to this Agreement.

If coverage is on Claims Made basis, CONTRACTOR promises to maintain such coverage for four (4) years following completion of construction of project designed hereunder.

Commercial General Liability (CGL): CONTRACTOR shall maintain in full force and effect, for the period covered by this Agreement, insurance including the following coverages:

Commercial General Liability covering the following
Personal Injury and Bodily Injury, including death resulting therefrom.
Property Damage.

Automobile coverage which shall include owned, non-owned and hired vehicles.

The amount of insurance shall not be less than the following: single limit coverage applying to bodily and personal injury, including death resulting therefrom, property

damage, and automobile coverage in the amount of \$1,000,000.00 single limit, \$2,000,000 aggregate.

The following endorsements must be provided in the CGL policy:

1. If the insurance policy covers an "accident" basis, it must be changed to "occurrence".
2. The policy must cover personal injury as well as bodily injury.
3. Blanket contractual liability must be afforded and the policy must contain a cross liability or severability of interest endorsement.
4. Broad Form Property Damage Liability must be afforded.
5. Products and Completed Operations coverage must be provided.
6. The Grossmont Union High School District, its officers, employees and agents shall be named as additional insured under the policy. The policy shall provide that the insurance will operate as primary insurance. No other insurance effected by the DISTRICT, whether commercial or self-insurance will be called upon to contribute to a loss hereunder. Nothing contained in this Agreement shall be construed to require CONTRACTOR'S insurance to indemnify DISTRICT in contravention of Insurance Code 11580.04.

Workers' Compensation Insurance: In accordance with the provision of

Labor Code Section 3700, CONTRACTOR, if CONTRACTOR has any employees, is required to be insured against liability for Workers' Compensation or to undertake self-insurance. CONTRACTOR agrees to comply with such provisions before commencing the performance of the work of this Agreement.

Employer's Liability Insurance: CONTRACTOR shall maintain Employer's Liability Insurance in the amount of \$1,000,000 per accident for bodily injury or disease.

The following requirements apply to all insurance to be provided by CONTRACTOR:

A certificate of insurance shall be furnished to DISTRICT prior to commencement of work. Upon request by the DISTRICT, CONTRACTOR shall provide a certified copy of any insurance policy to the DISTRICT within ten (10) working days.

Certificates and policies shall state that the policies not be canceled or reduced in coverage or changed in any other material aspect without thirty (30) days prior written notice to DISTRICT.

Approval of the insurance shall not relieve or decrease the extent to which the CONTRACTOR may be held responsible for payment of damages resulting from CONTRACTOR'S services or operations pursuant to this Agreement.

Indemnification. CONTRACTOR shall indemnify District, and shall hold District harmless, against and from any and all claims, demands, actions and other proceedings, damages, losses, costs, expenses (including, without limitation, reasonable attorneys' fees and expenses), and other liabilities of any nature attributable to the injury or death of any person(s) or the damage to any property arising out of or in any way connected with the negligent performance of this Agreement by CONTRACTOR or its officers, agents,

employees or SubCONTRACTORS. CONTRACTOR shall reimburse District for all damages, expenses and losses incurred by District as a consequence of any claim, demand, or cause of action that may be brought against District resulting from, arising out of, or in any way connected with the negligent performance of this Agreement or of the services by CONTRACTOR or its officers, agents, employees or SubCONTRACTORS, including disputes between CONTRACTOR and any of its SubCONTRACTORS. The CONTRACTOR shall not be responsible pursuant to this Section to the extent of any contributing negligence or willful misconduct of the District or its officers, employees or SubCONTRACTORS.

Insurance and Indemnification as Material Provisions. The parties expressly agree that the indemnification and insurance clauses in this Agreement are an integral part of the performance exchanged in this Agreement. The compensation stated in this Agreement includes compensation for the risks transferred to CONTRACTOR by the indemnification and insurance clauses.

CONTRACTOR'S Endorsement on Reports, etc. CONTRACTOR shall endorse all reports, maps, plans, documents, materials and other data in accordance with applicable provisions of the laws of the State of California.

Documents, Information and Materials Ownership. All documents, information and materials of any and every type including intellectual property, prepared or produced by the CONTRACTOR pursuant to this Agreement shall be the property of the DISTRICT. Such documents shall include but not be limited to data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the CONTRACTOR in performing work under this Agreement, whether completed or in process. The CONTRACTOR shall assume no responsibility for the unintended use by others of any such documents, information, or materials on project(s) which are not related to the scope of services described under this Agreement.

Termination of Agreement Without Cause. DISTRICT may terminate this Agreement at any time by giving the CONTRACTOR twenty (20) days written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Other than payments for services satisfactorily rendered prior to the effective date of said termination, CONTRACTOR shall be entitled to no further compensation or payment of any type from the DISTRICT.

Termination of Agreement for Cause. If CONTRACTOR fails to perform 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 Agreement or if CONTRACTOR violates any of the terms or provisions of this Agreement, or if CONTRACTOR, CONTRACTOR'S agents or employees fail to exercise good behavior, either during or outside of working hours, that is of such a nature as to bring discredit upon the DISTRICT, then DISTRICT shall have the right to terminate this Agreement effective immediately upon the DISTRICT giving written notice thereof to the CONTRACTOR. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. CONTRACTOR shall be paid for all work satisfactorily completed prior to the effective date of such termination. If DISTRICT'S termination of the Agreement for cause is defective for any reason, including but not limited to DISTRICT'S reliance on erroneous facts concerning CONTRACTOR'S performance, or any defect in notice thereof, this Agreement shall automatically terminate without cause on the twentieth day following the DISTRICT'S written

notice of termination for cause to the CONTRACTOR, and the DISTRICT'S maximum liability shall not exceed the amount payable to CONTRACTOR under paragraph 12 above.

Compliance with Laws. CONTRACTOR shall comply with all Federal, State, and local laws and ordinances that are applicable to the performance of the work of this Agreement. Any required statutory provision is deemed incorporated by this reference.

Covenant Against Contingent Fees. CONTRACTOR warrants that he has not employed or retained any company or person, other than a bona fide employee working for CONTRACTOR, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percent, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making this Agreement. For breach or violation of this warranty, DISTRICT shall have the right to annul this Agreement without liability, or, in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Disputes & Claims.

Notice of Potential Claim. The CONTRACTOR shall not be entitled to the payment of any additional compensation for any act, or failure to act, by the DISTRICT, or for the happening of any event, thing, occurrence, or other cause, unless CONTRACTOR has provided the DISTRICT with timely written Notice of Potential Claim as hereinafter specified. The written Notice of Potential Claim shall set forth the reasons for which the CONTRACTOR believes additional compensation will or may be due, the nature of the cost involved, and, insofar as possible, the amount of the potential claim. The said notice as above required must have been given to the DISTRICT prior to the time that the CONTRACTOR shall have performed the work giving rise to the potential claim for additional compensation, if based on an act or failure to act by the DISTRICT, or in all other cases within 15 days after the happening of the event, thing, occurrence, or other cause, giving rise to the potential claim. It is the intention of this paragraph that differences between the parties relating to this Agreement be brought to the attention of the DISTRICT at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The CONTRACTOR hereby agrees that it shall have no right to additional compensation for any claim that may be based on any such act, failure to act, event, thing, or occurrence for which no written Notice of Potential Claim as herein required was filed with the Director of Public Works.

Processing of Actual Claim. In addition to the above requirements for Notice of Potential Claim, a detailed, Notice of Actual Claim must be submitted in writing to the DISTRICT on or before the date of final payment under this Agreement. All such claims shall be governed by the procedures set forth in section 20104.2 and 20104.4 of the Public Contract Code, except that the word "claim" as used in said sections shall be construed as referring to any claim relating to this Agreement. The CONTRACTOR shall not be entitled to any additional compensation unless CONTRACTOR has (1) provided the DISTRICT with a timely written Notice of Actual Claim and (2) followed the procedures set forth in Public Contract Code section 20104.2 and 20104.4.

Claim is No Excuse. Neither the filing of a Notice of Potential Claim or of a Notice of Actual Claim, nor the pendency of a dispute or claim, nor its consideration by the DISTRICT, shall excuse the CONTRACTOR from full and timely performance in accordance with the terms of this Agreement.

CONTRACTOR is an Independent CONTRACTOR. It is expressly understood that in the performance of the services herein provided, CONTRACTOR shall be, and is, an independent CONTRACTOR, and is not an agent or employee of DISTRICT. CONTRACTOR has and shall retain the right to exercise full control over the employment, direction, compensation, and discharge of all persons assisting CONTRACTOR in the performance of the services rendered hereunder. CONTRACTOR shall be solely responsible for all matters relating to the payment of his employees, including compliance with Social Security, withholding, and all other regulations governing such matters.

Entire Agreement and Modification. This Agreement constitutes the entire understanding of the parties hereto. CONTRACTOR shall be entitled to no other compensation and/or benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. CONTRACTOR specifically acknowledges that in entering into and executing this Agreement, CONTRACTOR relies solely upon the provisions contained in this Agreement and no others.

Enforceability. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

Warranty of CONTRACTOR. CONTRACTOR warrants that CONTRACTOR and each of the personnel employed or otherwise retained by CONTRACTOR for work under this Agreement are properly certified and licensed under the laws and regulations of the State of California to provide the special services herein agreed to.

SubCONTRACTORS.

CONTRACTOR shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the DISTRICT.

Any subcontract entered into by CONTRACTOR relating to this Agreement shall contain all the provisions contained in this Agreement.

Any substitution of SubCONTRACTORS must be approved in writing by the DISTRICT in advance of assigning work to a substitute SubCONTRACTOR.

Applicable Law and Venue. This Contract has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Contract shall be determined and governed by the laws of the State of California. All duties and obligations of the parties created hereunder are performable in San Diego County and such County shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Contract.

Notices. Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by first class mail to DISTRICT at:

Yvonne Perez
Assistant Superintendent, Business Services
605 Sylvan Ave
Modesto, California 95350

to the CONTRACTOR at:

AMS.Net, Inc.
502 Commerce Way
Livermore, CA 94551

Cost Disclosure - Documents and Written Reports. Pursuant to Government Code section 7550, if the total cost of this Agreement is over \$5,000, the CONTRACTOR shall include in all final documents and in all written reports submitted a written summary of costs, which shall set forth the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of such documentation or written report. The Agreement and subagreement numbers and dollar amounts shall be contained in a separate section of such document or written report.

Findings Confidential. No reports, maps, information, documents, or any other materials given to or prepared by CONTRACTOR under this Contract which DISTRICT requests in writing to be kept confidential, shall be made available to any individual or organization by CONTRACTOR without the prior written approval of DISTRICT.

Quality Control and Quality Assurance. The CONTRACTOR shall provide a description of their Quality Control procedure. The process shall be implemented for all facets of work and a QC-QA statement and signature shall be placed on all submittals to the DISTRICT.

Fingerprinting Requirements. CONTRACTOR agrees to provide the District with written certification that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of the California Education Code with respect to all CONTRACTOR's employees who may have contact with District students in the course of providing said services, and that the California Department of Justice has determined that none of those employees has been convicted of a felony, as defined in Education Code Section 45122.1 through 45125.5.

Trade Names And Alternatives For convenience in designation on the plans or in the specifications, certain articles or materials to be incorporated in the work may be designated under a trade name or in the name of a manufacturer. Whenever in specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such specification shall be deemed to be used for the purpose of facilitating description of material, process or article desired and shall be deemed to be followed by the words "or equal," and service provider may, unless otherwise stated, offer any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified.. Burden of proof as to equality of any material, process or article shall rest with service provider. Service Provider shall submit request together with substantiating data for substitution of any "or equal" item within the sealed bid packet at the closing of bids. Provision authorizing submission of "or equal" justification data shall not in any way authorize an extension of time of bid response. ***Please note: All "or equal" components must not void and must be supported by corresponding manufacturer warranty.***

IN WITNESS THEREOF, DISTRICT and CONTRACTOR have executed this Agreement on the day and year first hereinabove set forth.

SYLVAN UNION SCHOOLDISTRICT

CONTRACTOR

Signature of Authorized Agent

Signature of Authorized Agent

Yvonne Perez

Typed or Printed Name

Typed Name

Asst. Supt. of Business Services

Title

Social Security or Taxpayer I.D. No.

Board Approval Date: April 10, 2017

(Area Code) Telephone Number

NONCOLLUSION DECLARATION
Public Contract Code Section 7106

TO BE EXECUTED BY CONTRACTOR AND SUBMITTED WITH CONTRACT

The undersigned declares:

I am the _____ of _____,
(Title) (Bidder Name)
the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on this ____ day of _____, 20__ at _____.

(City, State)

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

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.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

DRUG-FREE WORKPLACE CERTIFICATION

PROJECT/CONTRACT NO.: #1-2016-17 between Sylvan Union
School District ("District") and _____
("Contractor" or "Bidder") ("Contract" or "Project").

This Drug-Free Workplace Certification form is required from the successful Bidder pursuant to Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

The District is not a "state agency" as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990.

Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

- a. 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 actions which will be taken against employees for violations of the prohibition.
- b. Establishing a drug-free awareness program to inform employees about all of the following:
 - (1) The dangers of drug abuse in the workplace.
 - (2) The person's or organization's policy of maintaining a drug-free workplace.
 - (3) The availability of drug counseling, rehabilitation, and employee-assistance programs.
 - (4) The penalties that may be imposed upon employees for drug abuse violations.
- c. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Contract

be given a copy of the statement required by section 8355(a), and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of the aforementioned Act.

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

TOBACCO-FREE ENVIRONMENT CERTIFICATION

PROJECT/CONTRACT NO.: #1-2016-17 between Sylvan Union
School District ("District") and _____
("Contractor" or "Bidder") ("Contract" or "Project").

This Tobacco-Free Environment Certification form is required from the successful Bidder.

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 that I am aware of the District's policy regarding tobacco-free environments at District sites, including the Project site and hereby 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.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

IMPORTED MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: #1-2016-17 between Sylvan Union
 School District ("District") and _____
 ("Contractor" or "Bidder") ("Contract" or "Project").

This form shall be executed by all entities that, in any way, provide or deliver and/or supply any soils, aggregate, or related materials ("Fill") to the Project Site and shall be provided to the District at least ten (10) days before delivery. All Fill shall satisfy all requirements of any environmental review of the Project performed pursuant to the statutes and guidelines of the California Environmental Quality Act, section 21000 et seq. of the Public Resources Code ("CEQA"), and all requirements of section 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.

Certification of: ☐ Delivery Firm/Transporter ☐ Supplier ☐ Manufacturer
☐ Wholesaler ☐ Broker ☐ Retailer
☐ Distributor ☐ Other _____

Type of Entity ☐ Corporation ☐ General Partnership
☐ Limited Partnership ☐ Limited Liability Company
☐ Sole Proprietorship ☐ Other _____

Name of firm ("Firm"): _____

Mailing address: _____

Addresses of branch office used for this Project: _____

If subsidiary, name and address of parent company: _____

By my signature below, I hereby certify that I am aware of section 25260 of the Health and Safety Code and the sections referenced therein regarding the definition of hazardous material. I further certify on behalf of the Firm that all soils, aggregates, or related materials provided, delivered, and/or supplied or that will be provided, delivered, and/or supplied by this Firm to the Project Site are free of any and all hazardous material as defined in section 25260 of the Health and Safety Code. I further certify that I am authorized to make this certification on behalf of the Firm.

Date: _____

Proper Name of Firm: _____

Signature: _____

Print Name: _____

Title: _____

CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

The undersigned does hereby certify to the governing board of the District as follows:

- That I am a representative of the Contractor under contract with the District;
- That I am familiar with the facts herein certified; and
- That I am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken at least one of the following actions with respect to the construction Project that is the subject of the Contract (check all that applies):

- ☐ 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 may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or
- ☐ Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees and District pupils at all times; and/or
- ☐ 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: _____

- ☐ 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.

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: _____