Mt. Dia 1936 Ca	e Order # - 221449 ablo Unified School District rlotta Drive J, CA 94519		THILD SCHOOL FLORE
	Amendment No dependent Service Contract aster Contract	<u>1</u> to	
CONT	nendment is entered into between the Mt. Diablo Unified Service RACTOR). MDUSD entered into an Agreement with CON ember 8 $, 20 21$ and the parties agree	TRACTOR for profess	ional services on
1.	Services: (Check and complete ONE of the options below CONTRACTOR agrees to provide the following ame such as services, materials, products, and/or reports; a	nded services. (Provide	
	 The scope of work is attached as Exhibit A (incorporation inconsistent with this Agreement). The scope of work is unchanged. 	ated by reference to the	extent that it is subordinate to and not
2.	Terms: (Check and complete ONE of the options below)		
2.	□ The contract term is extended by an additional		(days/weeks/months), and the amended
	 The contract term is unchanged. 	, 20_	·
3.	Compensation: (Check and complete ONE of the options	below. This provision	may only be changed if there is also a
	change to the above Services OR Terms of the Contract). The rate is amended by an	☐ decrease of \$	for
			for type of service
	The contract amount is amended by an increase of contract amount.	☐ decrease of \$	to original
	The amended contract □amount □rate is now \$		
4.	Remaining Provisions: All other provisions of the Agree in full force and effect as originally stated.	ement, and prior Amend	lment(s) if any, shall remain unchanged and
5.			
IN	o. Date General Description of Reason for	\$	mount of Increase/Decrease
		<u> </u>	
(Annual This Assessment is not affective and a		streator until it is annously. A manual
6.	Approval : This Agreement is not effective and no paymerequires signature by the Superintendent (or his designee).		itractor until it is approved. Approval
Mt.	Diablo USD Mt. Diablo USD	Contractor	Board Approval (if needed)
	Diablo USD Mt. Diablo USD		Board Approval (if needed) Docket Number:
	Diablo USD Mt. Diablo USD		



PROFESSIONAL SERVICES SUPPLEMENTAL AUTHORIZATION

SOBE Project #2102494

Additional Service Authorization #01

In accordance with the written Agreement between Mt. Diablo USD, (Client) and Salas O'Brien (Consultant):

The Project: M&O Security Camera

The **Client** hereby authorizes the **Consultant** to proceed with the Additional Services:

- Bidding and Construction Administrative Support:
 - Respond to contractor questions during the bidding period.
 - Prepare design addendum, if required.
 - Respond to contractor questions during the bidding period.
 - Respond to RFI's, review submittals and shop drawings.
 - Assist in the review of contract change order request.
 - Attendance of one visit during construction for punch-walk.

Compensation shall be as follows:

Items	Amount	Status
Original Contract	\$58,850	Approved
ASA #1	\$8,000	Current Request
New Contract Amount	\$66,850	Pending Approval

The overall additional fee shall be contracted on a Fixed Fee Basis in the amount of \$8,000.

Upon return of a fully executed copy of this document, this Authorization will become the Addendum A portion of the Agreement between the parties listed above.

NOTE: This Addendum is added to the above referenced Agreement; therefore, this pricing supersedes pricing that may have been quoted for same or similar services in the past.

Submitted By:		Accepted By:		
Name:	Jeffry Gosal, PE	Name:	Melanie Koslow	
Title:	Principal	Title:	Director of Maintenance & Operations	
Company:	Salas O'Brien	Company:	Mt. Diablo USD	
Signature:	Hoone	Signature:		
Date:	05/02/2023	Date:		



MT. DIABLO UNIFIED SCHOOL DISTRICT PURCHASING / WAREHOUSE DEPARTMENT 2326 BISSO LANE CONCORD, CALIFORNIA 94520 FAX: (925) 687-5044 (925) 825-7440 DATE ____

VENDOR: SALAS O'BRIEN ENGINEERS INC

SAN JOSE, CA 95112

305 SOUTH 11TH STREET

E 10/08/21

DELIVER TO: MT DIABLO UNIFIED SCHOOL DISTRICT MAINTENANCE & OPERATIONS 1480 GASOLINE ALLEY CONCORD, CA 94520

PURCHASE ORDER NO.

221449

Req. #	4947	Vend 05	or# 5004	Ship Via DESTINATIO	Department / Site S051000		Requisitioner BEIGARTEN,	/HILL
Confir		Buye LAI	r URA WARNER	Extension #	Terms of Payment NET 30		Date Required	
ITEM	QUANTITY	UNIT		DESCRIPTION		ι	JNIT PRICE	EXTENDED PRICE
01	1	LOT	ISC TO PROVIDE SERVICES FOR M SURVEILLANCE S PLEASE MAI FISCAL ANA NOTE ON AL	ONTRACT ATTACHED [*] ELECTRICAL ENGIN AINTENANCE AND OF YSTEM. L OR EMAIL ALL IN YLYST, 1480 GASOI L INVOICES: PURCH ONTACT: CHARLIE E	EERING DESIGN PERATION YARD IVOICES TO: MAI LINE ALLEY, CON HASE ORDER NUMB	NTENANCE CORD, CA ER & SITE	94520	
							Tax	0.00
							TOTAL	58,850.00
	ACCOUNT NO. 511055 58	300		AMOUNT 58,850.00	APPROVAL:		Helie Un	lent

Date

SEND INVOICE TO: MT. DIABLO UNIFIED SCHOOL DISTRICT FISCAL SERVICE DEPARTMENT 1936 CARLOTTA DRIVE CONCORD, CALIFORNIA 94519

- TERMS AND CONDITIONS
- 1. NO SUBSTITUTIONS accepted without approval of the Buyer.
- 2. Prices must be F.O.B. destination. DO NOT SHIP COLLECT.
- Mt. Diablo Unified School District (MDUSD) is EXEMPT from payment of FEDERAL EXCISE TAX under Chapter 32.IRS Code. Federal Tax ID #68-0091157. Items are for the exclusive use of MDUSD and not for resale.
- MAIL invoices in duplicate to: Fiscal Services Department, Accounts Payable, 1936 Carlotta Drive, Concord CA 94519. The purchase order number must appear on all packages, invoices and correspondence.
- 5. The seller assumes all risks in connection with the merchandise ordered until delivery to MDUSD as specified and accepted by MDUSD.
- 6. Merchandise is subject to inspection and test by MDUSD at the place of destination. If any merchandise is found at any time to be defective or nonconforming, MDUSD, in addition to all other rights, shall have the right, in whole or in part, to reject and return the merchandise at seller's expense and to receive full credit for it, or to require its replacement without additional cost to MDUSD.
- 7. Provider shall defend, indemnity, and hold harmless MDUSD, its officers, officials, employees, agents, and volunteers from and against all claims, damages, losses, and expenses, herein, caused in whole or in part by any negligent act or omission of the consultant, subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the negligence of MDUSD.
- 8. MDUSD may terminate this agreement and be relieved of the payment for any consideration if the contractor fails to perform the terms of this contract at the time and in the manner required. In the event of such termination, MDUSD may proceed with the work in any manner deemed proper by MDUSD. The cost to MDUSD shall be deducted from any sum due the contractor under this agreement, and the balance, if any, shall be paid to the contractor upon demand.
- 9. All materials by purchase order and/or contract must comply with all federal, CAL-OSHA, and local safety rules and regulations. A MSDS is required on items designated by OSHA as hazardous materials
- 10. The billing terms/cash discount available to the buyer shall begin on the date of acceptance of the merchandise or on the date of receipt of invoice, whichever is later.
- 11. Every publisher or manufacturer of instructional materials shall comply with Education Code Sections 60060 ET Seq.
- 12. Items furnished must comply with all applicable laws, regulations and requirements of responsible governmental agencies pertaining to their use in schools.

Additional Terms for Service Contracts

- 1. Services by Provider: Provider shall perform services in a manner commensurate with the highest professional standards by qualified and experienced personnel.
- Independent Parties: Provider and its employees are independent contractors and not employees of MDUSD. Provider is responsible for any required payments on behalf of its insurance or other benefits.
- Permits & License Compliance: Provider shall maintain all appropriate permits, licenses and certificates that may be required under this contract. Provider shall comply with all federal, state, and local law in its performance under this contract.
- 4. Termination: If provider fails to perform at the time and in the manner required by this contract, MDUSD may terminate the contract by giving written notice to provider and paying the reasonable and proportionate amount for services already provided.
- Reports: Every document prepared under this contract is the exclusive property of MDUSD. No information prepared under this contract may be made available to any individual or organization without MDUSD's prior approval.
- 6. Hold Harmless: Provider shall indemnify and hold harmless MDUSD, its officers, employees, agents, and volunteers from and against all claims, damages, losses, and expenses, herein caused in whole or in part by any negligent act or omission of the consultant, subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable except where caused by the negligence of MDUSD.
- 7. Insurance: Provider 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 by the provider, its agents, representatives, or employees.
 - Coverage RequiredLimits per OccurrenceScope-as BroadGeneral Liability\$1,000,000.00As CG001Automobile Liability\$1,000,000.00As ISO-CA001Worker's Comp/Employers Liability\$1,000,000.00As req. by CA

The General Liability and Auto Liability policies are to contain or be endorsed to name MDUSD, its officers, officials, employees, and volunteers as additional insiders respects liability arising out of the activities performed in connection with this contract. The Contractor's coverage shall be primary and shall apply separately to each insured against who claim is made or suit is brought, except with respect to the limits of the insurer's liability. Contractor shall furnish MDUSD original Certificates of Insurance and endorsements (affecting coverage required by this clause) signed by a person authorized to bind coverage on its behalf. Insurance is to be placed with insurers with a current AM Best rating of not less than A: VII the endorsements are to be received and approved by MDUSD before work commences: Miscellaneous Provisions:

- 8.
- a. Waiver MDUSD's waiver of a breach of term is not deemed a waiver of any subsequent breach of the same term.
- b. Cost of Litigation If legal action is necessary to enforce this contract, the prevailing party is entitled to receive all costs and expenses including reasonable attorney's fees and costs of arbitration or litigation.
- c. Entire Contract This is the entire contract. Any modification must be in writing and signed by all parties.

Special Instructions to Vendor

- 1. MDUSD will not be responsible for payment of invoice if vendor ships this order to any address other than the "Ship To" address at the right unless the "Ship To" is changed by an official "Purchase Order Change Notice" document issued by the Purchasing Department.
- 2. Packing slip must accompany each delivery showing purchase order number, catalog number, serial number, description, and MDUSD stock number if applicable.
- 3. No changes without written authorization from the Purchasing Department.
- Vendor shall include all applicable warranties.

Purchase Requisition # <u><u>R124947</u></u>

RECEIVED

MT. DIABLO UNIFIED SCHOOL DISTRICT 1936 Carlotta Drive Concord, CA 94519

SEP 2 2 2021

SUPERINTENDENT MDUSD

AGREEMENT BETWEEN MT. DIABLO UNIFIED SCHOOL DISTRICT AND INDEPENDENT CONTRACTOR

THIS AGREEMENT is made this <u>8</u> day of <u>September</u>, by and between the Mt. Diablo Unified School District (hereinafter "District") and <u>Salas O'Brien</u> (hereinafter "Contractor").

District hereby engages Contractor to render services under the terms and conditions of this Agreement.

- 1. <u>Performance of Services</u>
 - (a) Contractor agrees to perform the services described on Exhibit "A" (hereinafter "Services") on page 5 of this Agreement as an independent contractor. Contractor will determine the means, manner, method, and details of performing the Services. Contractor shall be responsible for providing the materials, tools and transportation necessary for the performance of the services. Contractor may, at Contractor's own expense, use non-District employees to perform the Services under this Agreement. Subcontractors may be used only with the written approval of the District.
 - (b) Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of the District. Contractor shall be solely responsible for the professional performance of the services, and shall receive no assistance, direction, or control from District. Contractor shall have sole discretion and control of Contractor's services and the manner in which they are performed.
- 2. <u>Compensation</u>. District agrees to compensate Contractor for the performance of the services on the following basis:

Not to exceed \$_							
The basis of the					¢.		
a. ⊅	_per nour,	D. \$	per da	iy, or	c. \$		_per engagement.
01-3150	0000 81	0-51100	- 000	2-551	-014	-5800	\$ 58,850.00
	_	-	_	_	_		\$
							Φ
					-	-	\$
		BUDGET CODE	E (S)				

Check One:

timeline.

- <u>Partial Payments</u>: Contractor shall invoice District on a monthly basis or as agreed to for all hours worked pursuant to this Agreement.
- ~

worked pursuant to this Agreement. <u>Partial Payments</u>: District shall make a payment per schedule detailed in Exhibit A. District Administrator will verify invoice indicating that all required services have been performed by each

<u>Payment in Full</u>: Contractor shall invoice District on completion of services. District Administrator will verify invoice indicating that all required services have been performed.

Contractor shall be responsible for all expenses incurred in association with the performance of the Services.

3. <u>Term and Termination</u>. This Agreement will become effective on <u>09/15/2021</u>. This Agreement will terminate upon the completion of the Services or when terminated as set forth below.

Either party may terminate this Agreement at any time by giving thirty (30) days written notice to the other party. Should either party default in the performance of this Agreement or materially breach any of its provisions, the non-breaching party may terminate this Agreement by giving written notice to the breaching

party. Termination shall be effective immediately on receipt of said notice. Upon termination of this Agreement, District will compensate Contractor only for services satisfactorily rendered to the date of termination.

4. <u>Relationship of the Parties</u>. Contractor enters into this Agreement as, and shall continue to be, an independent contractor. Under no circumstances shall Contractor be considered an employee of District within the meaning of any federal, state, or local law or regulation including, but not limited to, laws or regulations governing unemployment insurance, old age benefits, workers' compensation, industrial illness or accident coverage, taxes, or labor and employment in general. Under no circumstances shall Contractor look to District as his/her employer, or as a partner, agent, or principal. Contractor shall not be entitled to any benefits accorded to District's employees, including, without limitation, workers' compensation, disability insurance, vacation, or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in the Contractor's name, disability, workers' compensation or other insurance, as well as licenses and permits usual or necessary for conducting the Services hereunder.

Contractor shall pay, when and as due, any and all local, state and federal income or other taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide District with proof of said payments upon demand.

- 5. <u>Fingerprinting and Criminal Records Check of Contractor's Employees</u>. Contractor shall comply with the provisions of California Education Code §45125.1 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the contractor and/or its employees. To the extent Education Code §45125.1 is applicable, Contractor shall not permit any employee to have any contact with District pupils until such time as Contractor has verified in writing to the governing board of the District that such employee has not been convicted of a felony, as defined in Education Code §45125.1. <u>Contractor shall provide the certification document</u> attached hereto as **Exhibit** prior to commencing work under this Agreement.
- 6. <u>Rules and Regulations</u>. All rules, policies, and regulations of the Mt. Diablo Unified School District Board of Education and all federal, state, and local laws, ordinances and regulations are to be observed strictly by Contractor pursuant to this Agreement.
- 7. <u>Indemnification</u>. Contractor shall hold harmless, defend and indemnify District and its officers, elected and appointed officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the District.
- 8. <u>Insurance</u>. Contractor shall procure and maintain for the duration 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 Contractor, his agents, representatives, employees or subcontractors. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

Coverage shall be at least as broad as:

- 1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit (with aggregate limit no less than **\$4,000,000**). <u>EXCEPTION</u>: Contracts of less than \$7,500 need only provide general liability insurance of \$1,000,000 per occurrence.
- 2. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit no less than \$1,000,000 per accident for bodily injury and property damage.
- 3. Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- 4. Other Coverages When Applicable:

- a. Professional Liability/Errors & Omissions Liability: \$1,000,000/occurrence, \$2,000,000/aggregate.
- b. Sexual Abuse and Molestation Coverage:
- c. Cyber Insurance:
- d. Other:

If the contractor maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the contractor.

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The District, its officers, officials, employees, and volunteers are to be named as additional insured by endorsement to the Commercial General Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations.

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the District.

INSURANCE REQUIREMENTS

No waiver will be granted to eliminate the insurance requirements outlined in this contract. However, in special circumstances, certain insurance requirements may be modified or waived. The following items in Insurance, Section 8, are hereby waived or modified as follows (note, a waiver for one type of insurance does not constitute waiver for all):

Limits:

Other: _____

The initials of the Superintendent, or his/her designee, and the General Counsel, are <u>required</u> to waive or modify any Insurance requirements in this Agreement:

Superintendent or his designee

General Counsel

- 9. <u>Ownership of Designs and Plans</u>. Contractor agrees that all designs, plans, reports, specifications, drawings, schematics, prototypes, models, inventions and all other information and items made during the course of this Agreement and arising from the Services shall be owned by and assigned to District as its sole and exclusive property.
- 10. <u>Limitation of District Liability</u>. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, 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, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
- 11. <u>Notice</u>. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and either personally delivered or deposited in the United States mail,

registered or certified mail, postage prepaid, return receipt required, or sent by telegram, overnight delivery service, or facsimile transmission, addressed as follows:

DISTRICT		<u>CONTRACTOR</u>
Mt. Diablo Unified School District	Bus. Name:	Salas O'Brien Engineers, Inc.
1936 Carlotta Drive	Attn:	Jeffry Gosal/Dept. Contracts
Concord, CA 94519-1397	Address:	305 South 11th Street
Attn: Superintendent		San Jose, California 95112
	Phone:	408.282.1500
	Fax:	408.297.2995
	Email	jeffry.gosal@salasobrien.com
	Tax ID #:	94-2624963

Any notice personally given or sent by telegram or facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

- 12. <u>Entire Agreement of Parties</u>. This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both parties.
- 13. <u>California Law</u>. This Agreement shall be governed by and the rights, duties and obligations of the parties shall be determined and enforced in accordance with the laws of the State of California. The parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Contra Costa County, California.
- 14. <u>Attorneys' Fees</u>. If either party files any action or brings any proceedings against the other arising out of this Agreement, the prevailing party shall be entitled to recover, in addition to its costs of suit and damages, reasonable attorneys' fees to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover its costs of suit as awarded by a court of competent jurisdiction, whether or not suit proceeds to final judgment. No sum for attorneys' fees shall be counted in calculating the amount of a judgment for purposes of determining whether a party is entitled to its costs or attorneys' fees.
- 15. <u>Waiver</u>. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- 16. <u>Equal Employment Opportunity</u>. It is the policy of the District that, in connection with all work performed under District agreements, there shall be no discrimination against any employee or applicant for employment because of race, color, religious creed, national origin, ancestry, marital status, sex, sexual orientation, age, disability or medical condition and therefore the Contractor agrees to comply with applicable federal and state laws. In addition, the Contractor agrees to require like compliance by all subcontractors employed on the work.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

MT. DIABLO UNIFIED SCHOOL DISTRICT

By: Signature of Principal/Budget Administrator

Title:	Melanie Koslow, Director, M&O	
	Print Name and Title	

Salas	O'Brien	
Name o	f Company/Organization or Independent Co	ontractor/Consultant
By:	Signature of Contractor/Consultant	9/7/21 Date
Title:	Jeffry Gosal, Principal	

Purchase Requisition #		
Authorized and Approved by:	n d	
Superintendent/Designee	Date	
Prior to commencement of service, sign and forward	completed o	riginal contract packet to Purchasing.
Originator's Signature	Date	Site/Department Originating this Contract
Print Name of Originator and Title		
Billing Address if reimbursed by outside agency—i.e. A	SB, PTA, PF	С

Distribution original: copy: copy:	Purchasing with Purchase Order Contractor Accounts Payable/Fiscal
copy: copy:	Originator/Budget Administrator

Purchase Requisition # $R124947$
Authorized and Approved by:
Superintendent/Designee Date
Prior to commencement of service, sign and forward completed original contract packet to Purchasing.
Originator's Signature 10/6/21 Date N+O Site/Department Originating this Contract
Melanie Koslow Directure Print Name of Originator and Title

Billing Address if reimbursed by outside agency-i.e. ASB, PTA, PFC

Distribution	
original:	Purchasing with Purchase Order
copy:	Contractor
copy:	Accounts Payable/Fiscal
copy:	Originator/Budget Administrator

EXHIBIT "A"

LIST OF SERVICES, INCLUDING DATE(S), TO BE PERFORMED BY CONTRACTOR

IF PARTIAL PAYMENTS ARE TO BE MADE TO CONTRACTOR ON A SCHEDULE AS INDICATED ON PAGE 1, PLEASE LIST PAYMENT SCHEDULE HERE (NOTE THAT ALL PAYMENTS ARE GENERATED FROM AN INVOICE).

The installation of new outdoor lighting system and the installation of new exterior and interior surveillance system at M&O Yard. Surveillance system to be connected to existing IDF/MDF throughout multiple buildings.

See Attached

EXHIBIT "B" Contractor REQUIRED to Complete FINGERPRINTING AND CRIMINAL BACKGROUND CHECK CERTIFICATION

Name of Contractor:			Salas O'Brien
Services to be performed under the Agreement:			Electrical Engineering Services
School(s) and Specific Location(s) where services will be performed:			Central Services Campus
Term of Agreement:			9/15/2021 to upon the completion of the services.
1		Check the applicable box(es) and fill in any blanks. The Contractor hereby certifies that it has completed the criminal background check requirements of Education Code (EC) section 45125.1 and that none of its employees that may come into contact with District students have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c). The following employees have successfully completed fingerprinting and criminal check clearance in accordance to law: (attach and sign additional pages, as needed)	
2	2	The Contractor hereby certifies that its employees/subcontractors will have NO CONTACT with pupils. (No school-site services will be provided.)	
3		The Contractor hereby certifies it qualifies for a waiver of the Department of Justice (DOJ) fingerprint and criminal background investigation for the following reason: Contractor and its employees/subcontractors will have LIMITED CONTACT with pupils. (Attach and sign additional page(s) with information about length of time on school grounds, proximity of work area to pupil areas; whether Contractor/its employees will be working by themselves or with others, whether Contractor will be under continued monitoring/surveillance by a District employee (provide name and title of District employee) and any other factors that substantiate limited contact.) [EC 45125.1 (c)]	

Certification by Contractor

"I certify under penalty of perjury that the information provided herein is true and accurate. I further acknowledge that during the term of my Agreement with the District, if I learn of additional information which differs from the responses provided above, I promise to forward this additional information to the District immediately."

thorized Contractor Signature

Jeffry Gosal Print Name

9/7/2021 Date