

**CONTRACT FOR NON-INFORMATION TECHNOLOGY COMMODITIES
UNDER CMAS CONTRACT PRICING AND PROVISIONS
MOUNT DIABLO UNIFIED SCHOOL DISTRICT**

This Agreement (“Agreement”) under the State of California Multiple Award Schedule (“CMAS”) Contract Number, dated for convenience August 7, 2024, by and between the **Mount Diablo Unified School District** (“District”) and **KYA Services, LLC**. (“Contractor”).

RECITALS

WHEREAS, Public Contract Code § 10298 provides that the California Department of General Services (“DGS”) “may make the services of the department available, upon the terms and conditions agreed to, to any . . . district empowered to expend public funds for the acquisition of goods, information technology, or services for assisting the agency in acquisitions conducted pursuant to [this section;]” (referred to as CMAS contracts for goods, information technology and services)

WHEREAS, the District wishes to avail itself of the benefits and protections of the CMAS program;

WHEREAS, the District wishes to purchase non-information technology commodities for District;

WHEREAS, Contractor wishes to contract to provide the District with non-information technology commodities that it needs and is willing to provide them pursuant to CMAS program requirements and in accordance with any other additional terms negotiated between the District and Contractor; and

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the Parties have agreed and do agree as follows:

TERMS AND CONDITIONS

1. CMAS Contract:

- 1.1. This Agreement fully incorporates by this reference CMAS Contract Number 4-20-78-0089C, (“CMAS Contract”), attached hereto as **Appendix 1**, and all of its amendments and CMAS program terms and conditions.
- 1.2. For purposes of this Agreement, all references to the “State of California,” “State,” and/or “Local Agency” in the CMAS Contract shall be interpreted to apply to the District and all rights, benefits, duties, and obligations with respect to the “State of California,” “State,” and/or “Local Agency” under the CMAS Contract shall apply to the District under this Agreement.
- 1.3. To the extent any term or condition of this Agreement is inconsistent with the CMAS Contract, the CMAS Contract shall control, except for the price, delivery, payment provisions, venue and jurisdiction, and insurance provisions in this Agreement, which shall control over all other contradictory provisions in the CMAS Contract.

2. Products and Price: Contractor agrees to furnish all services, taxes, delivery of all products identified or specified herein under the CMAS Contract at fair prices, as set forth on the attached **Appendix 2**. **Contractor acknowledges and certifies that the quote prices will be equal to or less than the**

prices as accepted by the state of California DGS for the identical items under the CMAS Contract.

3. **Term and Termination:** The contract term shall commence on or about August 14, 2024, and shall terminate on December 31, 2024, unless terminated earlier.
 - 3.1. 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. **Compensation:** The total not-to-exceed compensation shall be **one million eight hundred fifty-seven thousand seven hundred ninety-two dollars and seventy-four cents (\$1,857,792.74)** as outlined in Appendix 2. The not to exceed amount is the maximum amount of compensation due Contractor, and not a guarantee of total payment to Contractor, as Contractor is paid in arrears for services actually performed. Contractor shall invoice the District for any products and services and District shall pay Contractor within forty five (45) days of receipt of an undisputed invoice from Contractor.
5. **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.
6. **Disallowance:** If Contractor claims or receives payment from the District for a service that is later disallowed by the United States Government, State of California or any other grantors, Contractor shall promptly refund the disallowed amount to the District upon the District's request. At its option, the District may offset the amount disallowed from any payment due or that may become due to the Contractor under this Agreement. By executing this Agreement, Contractor certifies that Contractor is not suspended, debarred or otherwise excluded from participation in federal, state or local governmental programs. Contractor acknowledges that this certification of eligibility to receive state or federal funds is a material term of this Agreement.
7. **Submitting False Claims; Monetary Penalties:** Pursuant to Government Code §§ 12650 *et seq.*, any person, including a contractor, subcontractor or Contractor, who submits a false claim, shall be liable to the District for three times the amount of damages which the District sustains because of the false claim.
8. **Proprietary Information Of District; Student Information:** Contractor understands and 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 certifies 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. Confidentiality provisions shall survive termination of this Agreement.

9. **Indemnification:** Contractor shall indemnify and hold harmless the District, its Board, officers, employees and agents from, and, if requested, shall defend them against any and all claims, demands, liabilities, obligations, losses, damages, judgments, costs or expenses (including legal fees and costs of investigation) (collectively “claim”), whether actual or alleged, arising directly or indirectly from or in any way connected with the performance of this Agreement by Contractor and/or Contractor’s agents, including but not limited to any Claim for personal injury, death, property damage, loss of profits, infringement upon intellectual property rights, failure to comply with the criminal background check requirements of Education Code § 45125.1 and/or disclosure of confidential information which might be obtained by Contractor or Contractor’s agents in the performance of this Agreement. Notwithstanding the foregoing, Contractor shall have no obligation under this Section with respect to any claim that is caused by the active negligence or willful misconduct of District and which is not contributed to by any act or omission (including any failure to perform any duty imposed by law) by Contractor or Contractor’s agents.
10. **Insurance:** 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 or her agents, representatives, employees subcontractors or sub-processors. Specifics regarding the amount and type of insurance are set-forth in the attached **Appendix 3 (“Insurance Requirements”)**.
11. **Force Majeure:** The parties agree that neither shall be liable to the other under this Agreement as a result of any delay, failure or interruption in services or obligations directly caused by an act of God or public enemy; acts of civil or military authorities; catastrophes such as an earthquake, epidemic, pandemic, viral or communicable disease outbreak; quarantines; disruption of supply chains, transportation systems, or national emergency, that is beyond the reasonable control of the Party and which renders impossible the performance of contractual obligations, either totally or in part (a “Force Majeure Event”), excluding in all cases claims of financial hardship, and such nonperformance will be excused and will not be deemed a default hereunder or a ground for termination of the Agreement, provided that as soon as reasonably possible the affected Party (1) provides the other party with notice of such Force Majeure Event, (2) provides detailed documentation establishing that such Force Majeure Event was beyond the Party’s reasonable control and not due to any fault or negligence on its part, and (3) works diligently to restore services as soon as reasonably possible. In no event shall any work stoppage, strike or labor dispute at a District or Contractor site, or by District or Contractor personnel, constitute a Force Majeure Event under this Agreement.
12. **Notice:** Any notice required or permitted to be given under this Contract shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

<p><u>DISTRICT</u> Mt. Diablo Unified School District Attn: Purchasing Department 1936 Carlotta Drive Concord, CA 94519 (925) 682-8000 Elizabeth McClanahan, Director McClanahanE@mdusd.org</p>	<p><u>CONTRACTOR</u> KYA Services LLC Attn: Daniel Martin 1800 E. McFadden Ave. Santa Ana, CA 92705 714-659-6477 daniel.martin@thekeyagroup.com</p>
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13. **Entire Agreement:** This Contract and the attachments hereto and the documents specifically incorporated into the Contract by reference, constitute the entire Contract between the District and Contractor. No other promises, contracts, or statements between the Parties shall be binding unless made in writing and signed by all Parties hereto.
14. **Attorney’s Fees:** Each party shall bear its own costs and attorneys’ fees incurred or connected with the drafting and signing of this Contract and the events leading up to this Contract.
15. **Applicable Laws:** Contractor shall keep itself fully informed of applicable federal, state and local laws, regulations, orders, and 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 laws, regulations, orders, District Board Policies, and Administrative Regulations as they may be amended from time to time, including but not limited to:
- 15.1. Contractor has the responsibility to know, and comply with, all requirements of California law pertaining to Conflicts of Financial Interest in contracting with public agencies. Contractor certifies that it has read, understood and will comply with conflict of interest laws and regulations, set-forth in Board Rule and Procedure 9270 / Conflict of Interest and the Appendix to Board Rule and Procedure 9270 / Conflict of Interest.
 - 15.2. 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.
 - 15.3. Contractor acknowledges that, pursuant to the Americans with Disabilities Act (“ADA”), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor or subcontractor, must be similarly accessible to the general public regardless of disabilities.
 - 15.4. Contractor’s employees, agents or volunteers who will have no contact or will have limited contact and will not interact with District students outside of the supervision and control of student’s parents or District staff, are not required to meet criminal background check and subsequent arrest notification requirements under California Education Code § 45125.1. Contractor certifies that Contractor and its employees shall not have limited or frequent or prolonged contact with District students and will not interact with District students outside of the supervision and control of student’s parents or District staff in the performance of the Agreement.
16. **Waiver:** 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.

17. **California Law:** This Contract and the rights and obligations of the Parties hereunder shall be construed and interpreted in accordance with the laws of the State of California. Any action or proceeding to enforce this Contract shall be commenced and maintained in Contra Costa County, California. Notwithstanding any provision to the contrary, this venue and jurisdiction provision shall control over any contradictory provision in the CMAS Contract.
18. The Parties hereby agree to execute all such other documents and to take all such other action as may be reasonably necessary to effect the purposes of this Contract.
19. The Parties acknowledge that this Contract is only binding once it is approved by the District's Governing Board.
20. This Contract may be executed in several counterparts and shall be deemed legally effective at such time as counterparts thereof duly executed on behalf of all Parties have been furnished and delivered to the attorneys for all Parties to this Contract. Signature of copies and facsimile versions of this Contract shall have the same force and effect as signature of the original.

IN WITNESS WHEREOF the District and Contractor have executed this Agreement, which was approved by the Board of Education on _____. [See attached approved Board of Education Resolution]

FOR KYA SERVICES LLC

FOR MT. DIABLO UNIFIED SCHOOL DISTRICT

APPROVED:

By: _____

Marvin Fuentes

Name of Signatory

Sr. Controller

Title of Signatory

APPROVED:

Adrian Vargas, Chief Business Officer

Date

8/8/2024

DATE

APPENDIX 1

**CMAS Contract Number 4-20-78-0089C
Attached and incorporated by reference.**

APPENDIX 2: Scope of Work Pricing



EMPLOYEE OWNED

SCOPE OF WORK - PRICING

	Quantity	U/M	Price	Value	Taxable
Mt Diablo USD - Mt Diablo High School Synthetic Turf Replacement					
ELE-PIVOT-003 NON-INFILL TURF 1.5	78500	SF	\$4.02	\$315,570.00	
0520PROPLAY - SPORT 23D	78500	SF	\$1.55	\$121,675.00	
3/4IN CL 2 BASE P CLASS 2 AGGREGATE BASE- PERMEABLE	800	CY	\$101.44	\$81,152.00	
24010620 COMPOSITE HEADER BOARD 2" X 4" X 20'	1200	LF	\$3.11	\$3,732.00	
24011025 COMPOSITE HEADER STAKES	15	EA	\$101.44	\$1,521.60	
GEOF 1 WEED ENDER	2200	LB	\$0.10	\$220.00	
233518 SYNTHETIC TURF ADHESIVE - 5 GAL	30	EA	\$341.07	\$10,232.10	
178799SYNTETHIC TURF TAPE - SINGLE-LAYER 12"X3	25	EA	\$186.52	\$4,663.00	
54010210 LANDSCAPE STAPLES - 6"	35	EA	\$110.45	\$3,865.75	
SUNDRIES	65	EA	\$654.48	\$42,541.20	
ELE-A-2 CENTER ANCHOR	40	EA	\$51.54	\$2,061.60	
1005320 QUICK COUPLING - 1"	6	EA	\$202.89	\$1,217.34	
ABS-4D SURFACE (OR SEMI-FLUSH) MOUNT ACS	6	EA	\$576.32	\$3,457.92	
STLOGO ST SYNTHETIC TURF CUSTOM LOGO	2500	SF	\$8.58	\$21,450.00	
STEZLET ST CUSTOM END ZONE LETTERING	4	EA	\$1,799.82	\$7,199.28	
REM REMOVAL/DISPOSAL OLD TRACK SURFACE	1	EA	\$67,537.42	\$67,537.42	
8400 CALIFORNIA PLEXITRAC BINDER RED	3500	GAL	\$16.59	\$58,065.00	
8510 CALIFORNIA PLEXITRAC COATING RED	2500	GAL	\$31.91	\$79,775.00	
NC13MM COLOR 13MM	1635	SY	\$188.00	\$307,350.00	
MR-204/T RELAY, 4 DPDT, TRACK MOUNT	220	EA	\$145.89	\$32,095.80	
STRIPING	20	EA	\$2,045.26	\$40,905.20	
STEZLET ST CUSTOM END ZONE LETTERING	9	EA	\$1,799.82	\$16,198.38	
Clear, Grub and Haul	78500	SF	\$0.38	\$29,830.00	
Removal of Existing Surface	78500	SF	\$0.40	\$31,400.00	
Aggregate Base Application	78500	SF	\$0.30	\$23,550.00	
Substrate Compaction	78500	SF	\$0.30	\$23,550.00	
Application of Header board	1100	LF	\$5.40	\$5,940.00	
Application of Sports Pad	78500	SF	\$0.97	\$76,145.00	
Turf Application (Standard)	78500	SF	\$2.17	\$170,345.00	
Logo Application	1	EA	\$10,806.86	\$10,806.86	
Dumpster Service	15	EA	\$778.17	\$11,672.55	
Carpenter Journeyman	400	HRS	\$128.25	\$51,300.00	
Bonds	1	EA	\$50,737.74	\$50,737.74	
UPGRADE UPGRADE WITH DESIGN WORK	150000	SF	\$1.00	\$150,000.00	

Sales Tax 0.00

Total Price \$1,857,792.74

APPENDIX 3 INSURANCE REQUIREMENTS

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, employees or sub-providers.

1. MINIMUM SCOPE OF INSURANCE:

- a. Commercial General Liability (“CGL”): Insurance with limits not less than two million dollars (\$2,000,000.00) per occurrence and four million dollars (\$4,000,000.00) in the aggregate. Insurance shall be written on an “occurrence” basis and be at least as broad as Insurance Services Office (ISO) Form CG 00 01, covering products and completed operations, property damage, bodily injury, personal & advertising injury, independent contractors, and broad from contractual liability.
- b. Sexual Abuse & Molestation Liability (“SAM”): Insurance with limits not less than two million dollars (\$2,000,000.00) per occurrence and four million dollars (\$4,000,000.00) in the aggregate. This coverage may be waived, in the District’s sole discretion, if the Contractor has certified that it will have no physical contact or will have limited contact and will not interact with District Students outside of the immediate supervision and control of the student’s parents or SFUSD staff in the performance of this Agreement.
- c. Automobile Liability (“AL”): Insurance with limits not less than one million dollars (\$1,000,000.00) each accident Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired automobiles. The Parties understand and agree that the District shall rely upon the representations that the Contractor shall make in any such waiver.
- d. Workers’ Compensation (“WC”): As required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than one million dollars (\$1,000,000.00) per accident for bodily injury or disease.
- e. Professional Liability (Errors and Omissions Insurance): As appropriate to the Contractor’s profession, with limits no less than one million dollars (\$1,000,000.00) per claim, and two million dollars (\$2,000,000.00) aggregate.
- ~~f. Technology Errors and Omissions Liability: Technology errors and omissions liability coverage with limits of One Million Dollars (\$1,000,000.00) per occurrence/claim. The policy shall, at a minimum, provide coverage for the following risks:
 - ~~i. Liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personally identifiable information, such as, without limitation, name, address, social security number, protected health information, security codes, access codes, passwords, or personal identification numbers (PINs) stored or transmitted in electronic form, and shall include coverage for privacy notification costs, credit monitoring and regulatory fines & fees arising from such theft, dissemination and/or use of confidential information.~~
 - ~~ii. Network security liability arising from the unauthorized access to, use of, or tampering with computers or computer systems, including hacker attacks.~~
 - ~~iii. Liability arising from the introduction of a computer virus into, or otherwise causing damage to the District’s or a third party’s computer, computer system, network, or similar computer-related property and the data, software, and programs~~~~

~~thereon.~~

- ~~iv. Liability arising from the failure of the technology services/product(s) provided pursuant to this Agreement.~~
- ~~g. Network and Cyber Security Liability: Network and cyber security liability coverage with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence/claim and an annual aggregate of Two Million Dollars (\$2,000,000.00) covering liability arising from occurrences/claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion, network security, and failure to render professional services. Such insurance shall also provide coverage for liability assumed under a contract.~~

2. REQUIRED ENDORSEMENTS

- a. Additional Insured Status: Mt. Diablo Unified School District (the “District”), its Board, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL 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. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).
- b. Primary and Noncontributory: With the exception of Workers’ Compensation and Professional Liability insurance, for any claims related to this contract, the Contractor’s insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 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. This requirement shall also apply to any Excess or Umbrella liability policies.
- c. Notice of Cancellation: The following requirement is only applicable for contracts in which the total compensation to the contractor is one million dollars (\$1,000,000.00) or more. No policy required to be maintained by Contractor shall be canceled, non-renewed, 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.
- d. Waiver of Subrogation
 - i. The waiver of subrogation applies to CGL, SAM, AL, and WC.
 - ii. Contractor hereby grants to District a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

3. ADDITIONAL INSURANCE REQUIREMENTS

- a. Claims Made Policies: If any of the required policies provide claims-made coverage:
 - i. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work.
 - iii. 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

Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work.

- b. Verification of Coverage: Prior to the commencement of services pursuant to this Agreement, Contractor shall furnish to the District, Certificates of Insurance and all applicable endorsements evidencing the insurance coverage and limits required herein. The District reserves the right to require complete copies of any required policy(ies) required hereunder at any time. Acceptance of the Certificates of Insurance by the District does not relieve Contractor of the insurance requirements, nor decrease the liability of Contractor under this Agreement. It is the Contractor’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.
- c. Certificate(s) of Insurance shall include the following: Certificate Holder: **Mt. Diablo Unified School District, 19366 Carlotta Drive, Concord, CA 94519**. Please email insurance documents with corresponding contract to: **Elizabeth McClanahan, Director of Purchasing & Warehouse, McClanahanE@mdusd.org**.
- d. Umbrella or Excess Policy: Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this Agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (“SIRs”), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor’s primary and excess liability policies are exhausted.
- e. Acceptability of Insurers: Unless otherwise reviewed and accepted by the District, all required insurance must be placed with insurers with a current A.M. Best rating of not less than A- VII and admitted to do business in California, or approved by the Surplus Lines Association.
- f. Broader Coverage: If the Contractor 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 Contractor. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.
- g. Severability of Interest: A severability of interest provision must apply for the additional insureds, ensuring that Contractor’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.
- h. Self-Insured Retentions: Self-insured retentions must be declared to and approved by the District. The District may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- i. Subcontractor Insurance: Should the Contractor use any subcontractor(s) to perform services under this Agreement, Contractor shall be responsible for ensuring that such subcontractor(s) procure and maintain insurance and limits appropriate to the nature and scope of services provided. Contractor shall collect Certificates of Insurance evidencing coverage(s) and limits of insurance, and with the exception of Workers’ Compensation and Professional Liability policies, the Contractor and the District shall be included as additional insureds for all ongoing and completed operations of the subcontractor(s).

- j. 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.--end--

