

AGREEMENT FOR COMMISSIONING SERVICES

This Agreement for Commissioning Services (“Agreement”) is made as of _____, 2017, between the Roseville Joint Union High School District (“District”) and _____ (“CxA”) (together, “Parties”).

1. Services. CxA shall furnish to the District the labor, equipment, material, and services set forth in this Agreement and as otherwise reasonably required to complete all services and objectives described herein, along with all tools, equipment and supplies reasonably required to complete all services and objectives described herein, described in Exhibit A-1 (“Services”), attached hereto and incorporated herein by this reference, to ensure that the specified Building Systems at _____ Project described in Exhibit A-2 (“Systems”), attached hereto and incorporated herein by this reference, are tested, optimized and capable of being operated and maintained to perform in conformity with (i) the Owner’s Project Requirements (“OPR”), (ii) the basis of design prepared by the Design Professional, who shall be designated and may be changed and re-designated from time to time by District, (iii) the most stringent and highest value requirements of the District’s Request for Proposals dated _____, CxA’s Qualifications and Proposal dated _____, and (iv) all requirements set forth herein (“Services” or “Work”).

1.1.The Sixth High School will be a phased project with phase I being included within this contract and designed to accommodate approximately 1200 students. The first phase of the school contains athletic fields and support buildings, two three story classroom buildings, kitchen, gymnasium, and administration building. The HVAC systems include air handlers with dx cooling, vav’s with reheat, HHW boilers, EMS, lab air, various booster pumps and indirect evaporative cooling. The facility will also contain access and lighting controls.

1.2.The District is committed to commissioning this facility to systematically optimize the building and ancillary systems so that they operate efficiently and effectively in accordance with the Owner’s Project Requirements (OPR), and that the facility staff has adequate system documentation, and training. It is the intent of the District to ensure that the fundamental systems are calibrated and operating as required to deliver functional and efficient performance. The Project will be designed and constructed under a traditional design/bid/build process with full design documents and specifications developed by the Design Professional. CxA shall provide the Services in coordination with the Design Professional and any contractor(s) and consultants with whom the District may contract in relation to Project, as timely identified in writing to the CxA.

2. Prosecution of the Services. CxA shall commence providing Services under this Agreement upon execution of the Agreement by both Parties, and will diligently perform such Services as described herein and as otherwise reasonably required to achieve completion of the Services according to the following milestones:

2.1. Completion of all Design Phase Services shall be on an ongoing basis, and completed not later than receipt of DSA document approval.

2.2. Completion of all Construction Phase Services shall be ongoing from the time the District issues one or more Notice to Proceed to the contractor(s) awarded the Project through Substantial Completion of the Project.

2.3. Performance of all Occupancy and Operations Phase Services commencing upon Substantial Completion of the Project.

3. **Submittal of Documents.** CxA shall not commence the Work under this Agreement until the CxA has submitted and the District has approved the endorsement(s) of insurance required as indicated below:

Signed Agreement

Noncollusion Affidavit

Workers' Compensation Certification

Drug-Free Workplace Certification

Tobacco-Free Environment Certification

Insurance Certificates and Endorsements

The above-referenced Contract Documents shall be presented to the District for approval within fourteen (14) days after execution of the Agreement.

4. **Compensation.** As compensation for the Work, the District shall pay to the CxA in the amount of, not to exceed _____ DOLLARS (\$_____) (“**Total Maximum Services Price**”). Such amount shall not be increased without the express approval of the Board.

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

6. **Payment.** The Total Services Price shall be paid in periodic partial payments in accordance with this section. Consultant shall invoice monthly for the services provided pursuant to this Agreement from the time the CxA begins work until the project is complete. In no event shall the total payment to the CxA exceed the Total Services Price for performing the services required by this Agreement and Exhibit A-1 “Services”.

6.1. **Processing of Progress Payments; Retention:** Each month while CxA is providing the Work under this Agreement, the District shall pay to CxA a sum equal to ninety-five percent (95%) of value of the Work performed and the value of equipment and material integrated into one or more of the Services, delivered to one or more Sites, or stored subject to or under the control of the District, up to the last day of the previous month, less aggregate of previous payments (the “Progress Payments”). The remaining five percent (5%) of such amounts shall be held as the Retention Amount and shall be released in accordance with Civil Code Section 3320. If all of the necessary information is submitted and accurate (including the schedule of values and certified payrolls), District shall approve the Progress Payment within fifteen (15)

days after District's receipt of the periodic estimate for partial payment and District shall pay such Progress Payment within fifteen (15) days after the District's approval of the periodic estimate for partial payment.

6.2. Estimated Progress Payments. Progress Payments shall be made on the basis of monthly estimates which shall be prepared by CxA on a form approved by District and certified by the Project Inspector and QA Engineer, or any other approved representative of the District, and filed before the fifth (5) Day of the month during which payment is to be made. Work completed as estimated shall be an estimate only and no inaccuracy or error in said estimate shall release CxA or any Surety from such work or from enforcing each and every provision of the Agreement and Construction Documents. The District shall have the right subsequently to correct any error made in any estimate for payment.

6.3. Corrective Work and Progress Payment: CxA shall not be entitled to payment for non-conforming work performed, so long as any lawful or proper direction concerning that non-conforming work or any portion thereof given by the District lacks correction by CxA. District may withhold from the Progress Payments one hundred fifty percent (150%) of the estimated value of any amount in dispute between District and CxA. This provision shall also apply in the event that a portion of non-complying Work may impact other completed Work, resulting in a need to reconstruct or rework related Work. The District shall not unreasonably withhold payment for unrelated and uninvolved Work in the event of dispute over non-complying Work without entering into negotiations to arrive at settlement of said conflict, unless withholding pursuant to a Stop Payment Notice.

7. Independent Contractor. CxA, in the performance of this Agreement, shall be and act as an independent contractor. CxA understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CxA shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CxA's employees. CxA shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.

8. Standard of Care. CxA shall perform its obligations under this Agreement using its best professional skill and judgment, acting with due care and in accordance with the standard of care applicable to the Work and Services to be provided by CxA, the covenants, terms and conditions of this Agreement, and all applicable laws, codes, rules and regulations, including, without limitation, the applicable provisions of the California Building Code (Title 24), the California Code of Regulations, ASHRAE Standard 202-2013 (Commissioning Process for Buildings and Systems), ASHRAE Guideline 0-2013 (The Commissioning Process), ASHRAE Guideline 1.1-2007 (HVAC&R Technical Requirements for The Commissioning Process), the requirements of the Division of State Architect (DSA) and the California

Department of Education, the District's Design Guides and Technical Specifications, and all other federal, state, and local jurisdictions having authority. CxA represents and warrants that it is fully experienced in projects of the nature and scope of Work, and that it is properly qualified, licensed and equipped to supply and perform the Work. The Work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.

- 9. Originality of Services.** CxA agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall either be the property of CxA, or CxA shall have all necessary rights to use such formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions and to provide the same and derivative works thereof to the District in connection with this Agreement, and shall not otherwise be copied in whole or in part from any other source.
- 10. Copyright/Trademark/Patent.** All drawings, specifications, calculations, data, notes and other materials and documents, including electronic data (other than Services performance data provided during operation, which shall not be deemed "Work Product") furnished by CxA to District under this Agreement ("Work Product") shall be and remain the property of the District pursuant to Education Code Section 17316 for the purposes of repair, maintenance, renovation, modernization, and all other purposes related to the Services, including, without limitation, additions, alignments, or other development on the Site. CxA, or the author of such works, if other than CxA, will retain all common law, statutory and other reserved rights, including copyrights in the Work Product. CxA will grant the District, and its successors and assigns, a perpetual, royalty-free license to use the Work Product for all pedagogical uses, including without limitation, use in instructional materials. In the event that rights, including copyright, to Work Product are held by a third party, the use of such material by the District for pedagogical uses, including without limitation, use in instructional materials within the District, shall be understood and deemed by the parties to be a fair use thereof.
- 11. Notice to Proceed.** Execution of this Agreement by both Parties shall serve in lieu of any Notice to Proceed with the Services. CxA shall first ensure that the reschedule of Services conforms with all requirements of this Agreement, including, without limitation, all requirements for coordination with the District.
- 12. Site Examination and Basis of Design.** Within [_____] after the Effective Date, CxA will conduct detailed examinations of the Site and confirm all measurements, specifications and conditions affecting the Work to be performed at the Site and shall review all design and engineering documents for the facilities and the Systems and be familiar with the Basis of Design. Following these detailed site examinations (which will include underground surveys as necessary), CxA shall either (a) provide written notification to District that it warrants that it has made Site examination(s) that it deems necessary as to the condition of the Site, its accessibility for materials, workers and utilities, and CxA's ability to protect existing surface and subsurface improvements, or (b) request specific changes to the Services, Work, and Total Services Price that are actually and reasonably required in light of such examinations.

No allowances shall be made for Site factors or Basis of Design known to CxA prior to the Effective Date, or of which CxA has actual or construction notice prior to the Effective Date. If the District does not agree with these changes, the District may terminate the Agreement within five (5) Business Days of receipt of such request, without liability to either Party.

12.1. Disclaimer of Warranty: District does not warrant any conditions at the Site. Any information on the conditions of the Site is provided for informational purposes, only, and is expressly understood to reflect the professional judgment of the entity that prepared it based on limited sampling and observation and may not be comprehensive or accurate. CxA is fully responsible to ascertain all Site conditions for the purposes of determining construction means and methods and costs of performing the Services.

12.2. Existing Utilities. To the extent necessary, CxA shall be responsible for the investigation of the Site with respect to any underground utilities including, without limitation, trunk, mainline and service utilities. It shall be the responsibility of CxA to determine, within reason, the exact location of all utilities. CxA shall make its own reasonable investigations, including exploratory excavations, to determine the locations and type of service connections, prior to commencing Work which could result in damage to such utilities.

13. Materials. CxA shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.

13.1. Anti-Trust Claim. CxA agrees to pass-through, on a pro-rata basis, any applicable awards received pursuant to causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials provided to the District pursuant to the Contract. CxA shall include in each of its subcontracts related specifically to the Project substantially the same terms of assignment from the subcontractor to the District.

13.2. Substitutions. No substitutions of material from those specified in the Work Specifications shall be made without the prior written approval of the District.

13.3. Hazardous Materials. CxA warrants that no hazardous materials shall be included in or comprise any materials or equipment furnished for the Work.

14. Equipment and Labor. CxA shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in the Work specifications attached hereto.

15. Warranty/Quality. Unless a longer warranty is called for elsewhere in this Agreement, the CxA, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from the Final Completion Date. All workmanship and

merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards, including but not limited to California Solar Initiative Program requirements.

16. Correction of Errors. CxA shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions which are caused by the CxA's failure to comply with the standard of care required herein.

17. Change in Scope of Work. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District and approved by the District Board. The foregoing notwithstanding, the CxA shall continue to perform its Work under the Agreement and shall not cause a delay of the Work by virtue of the inability of District and CxA to agree upon the extent of any adjustment to the Contract Time and/or the Total Services Price on account of such change. CxA specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Total Services Price by fair and reasonable valuations.

17.1. Adjustment to Total Services Price. Adjustments to the Total Services Price due to Changes in the Work shall be determined by application of one of the following methods, in the following order of priority:

17.1.1. Change Order Mutual Agreement. By negotiation and mutual agreement, on a lump sum basis, between District and CxA on the basis of the estimate of the actual and direct increase or decrease in costs on account of the Change.

17.1.2. Change Directive per Determination by the District. The District shall notify CxA in writing of its determination of the actual and necessary costs incurred by the CxA on the basis of CxA's records. CxA shall be deemed to have accepted the District's determination of the amount of adjustment to the Total Services Price on account of a Change to the Work unless CxA shall notify the District, in writing, not more than fifteen (15) days from the date of the District's written notice, of any objection to the District's determination.

17.2. Adjustment to Contract Time. The Contract Time shall be extended or reduced by change order for a period of time commensurate with the time reasonably necessary to perform such Change. CxA shall submit, prior to approval of the change order, its request for a time extension (if any), as well as all information necessary to substantiate its belief that such change will delay the completion of the Work. If CxA fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.

18. Claims. If CxA shall claim compensation for any reason, including, without limitation, changes to the in the Work or Services, extensions of time, and/or damages sustained by CxA for which it may seek recovery from the District (“Claim”), CxA shall, within ten (10) business days after the first occurrence giving rise to the Claim, make and deliver to the District a written statement of the amount of the Claim, the first occurrence giving rise the Claim, and description of the occurrences, events and bases for the Claim (“Notice of Claim”). CxA shall file with the District an itemized statement of all details and the amount of the Claim within fifteen (15) business days of delivery to District of the Notice of Claim.

18.1. Bar Against Claims for Failure to Follow Contract Procedures. Unless the Notice of Claim shall be made as required, CxA’s claim for compensation shall be forfeited and invalidated and it shall not be entitled to consideration for payment on account of any such damage. CxA expressly acknowledges and agrees that this provision shall not be waived or otherwise modified by any communication not rendered to the CxA in writing by the District, and that this is a reasonable notice provision pursuant to Public Contract Code section 7102 and Government Code section 930.2.

19. Workers. CxA shall at all times enforce proper discipline and good order among CxA’s employees, Subcontractors, Consultants, and all other invitees to the Site and shall not employ or allow the employment on the work of any unfit person or anyone not skilled in work assigned to CxA.

19.1. CxA shall remove from the Site any person in the employ of CxA or any Subcontractor or Consultant whom District may deem incompetent or unfit and such worker shall not again participate in the work and shall not again be employed on it except with written consent of District.

19.2. CxA shall take all reasonable steps necessary to ensure that any employees of CxA or any of its Subcontractors or Consultants report for work in a manner fit to do their job. Such employees: (i) shall not utilize tobacco on the Site, and (ii) shall not be under the influence of or in possession of any alcoholic beverage or any controlled substance (except a controlled substance as prescribed by a physician so long as the performance or safety at the Site is not affected thereby). CxA shall advise its employees, Subcontractors, suppliers, and invitees of these requirements before they enter on the Site and shall immediately remove from the Site any person in violation of these requirements as determined by CxA or by the District. CxA shall impose these requirements on its Subcontractors, suppliers, and other invitees. CxA shall execute, under penalty of perjury, the certification of a drug-free workplace and certification of a tobacco-free workplace on the forms provided herewith provided herewith.

20. Wages. The Services expressly exclude any work covered by the California Prevailing Wage Law and CxA hereby warrants that no work covered under the California Prevailing Wage law shall be performed, in whole or in part, by CxA or any of its agents, employees or subcontractors. In any event that this Agreement is modified in any way that brings within the Services any work covered by the California Prevailing Wage Law, this Agreement shall be amended only in writing, which shall include all provisions reasonably required by District related to compliance with the California Prevailing Wage Law.

- 21. CxA Supervision.** CxA shall provide competent supervision of personnel employed on the job Site, use of equipment, and quality of workmanship.
- 22. Safety and Security.** CxA is responsible for maintaining safety in the performance of this Agreement. CxA shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
- 23. Management of Site.** Throughout the Term of this Agreement, all Work and Services shall conform with the following:
- 23.1.** CxA shall coordinate with District’s representative to develop a mutually agreeable schedule for any activity at the Site to mitigate any inconvenience to or disruption of students, faculty, and staff in their regular activities and to otherwise eliminate any substantial interference with normal operations of the campus.
 - 23.2.** Deliver personnel, tools, equipment and materials to the work area over route(s) reasonably designated by the District, provided that District ensures that CxA shall have all access rights necessary to use such designated routes.
 - 23.3.** Take commercially reasonable measures to mitigate objectionable dust, noise, or other disturbances. Notwithstanding the forgoing, CxA shall ensure that CxA’s activities shall not result in substantial interference with or disruption of regular activities and normal operations of the campus.
 - 23.4.** Confine apparatus, the storage of materials, and the operations of workers to limits indicated by law, ordinances, permits or the reasonable directions of the District, not unreasonably encumber Site or overload any structure with materials, enforce all reasonable instructions of the District regarding signs, advertising, fires, and smoking and require that all workers comply with all District’s regulations while on the Site.
- 24. Access to Work.** District representatives shall at all times have access to the Work wherever it is in preparation or in progress. **Force Majeure.** CxA shall be excused from performance hereunder during the time and to the extent that it is actually prevented, despite the CxA taking all commercially reasonable actions to mitigate such prevention of performance, by an occurrence of Force Majeure. As used herein, the term “Force Majeure” shall include, without limitation, (1) theft, vandalism, sabotage, riots or civil disturbances, (2) acts of God, (3) acts of the public enemy, (4) terrorist acts affecting the Site, (5) willful and deliberate acts, or active and primary negligence of the District, (6) volcanic eruptions, earthquake, hurricane, flood, ice storms, explosion, fire, lightning, power surge, landslide or similarly cataclysmic occurrence, (7) insect or animal damage, (8) prohibitions imposed by new law or regulation, (9) appropriation or diversion of electricity by sale or order of any governmental authority having jurisdiction thereof, or (10) any other action by any superior governmental authority (including, without limitation, an unstayed order of a court or administrative agency). Economic hardship shall not constitute an occurrence of Force Majeure under this Agreement.

25. Termination.

25.1. For Convenience by District. District may, at any time, with or without reason, terminate this Agreement and compensate CxA only for the Work and Services rendered to the date of termination and all reasonable costs incurred by CxA as a result of such termination (including in the termination of subcontracts, vendor agreements and in demobilization), which cannot be mitigated or eliminated through commercially reasonable efforts by CxA. Written notice by District shall be sufficient to stop further performance of services by CxA. Notice shall be deemed given when received by the CxA or no later than three (3) Business Days after the day of mailing, whichever is sooner. In the event that District terminates this Agreement pursuant to this section, District shall compensate CxA for work completed to date.

25.2. With Cause by District. District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

25.2.1. material violation of this Agreement by the CxA; or

25.2.2. any act by CxA exposing the District to liability to others for personal injury or property damage; or

25.2.3. CxA is adjudged a bankrupt, CxA makes a general assignment for the benefit of creditors or a receiver is appointed on account of CxA's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within thirty (30) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the thirty (30) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another provider. If the documented reasonable expenses, fees, and costs to the District to complete the Services and Work exceed the cost of providing the service pursuant to this Agreement, upon receipt of an invoice and reasonable supporting documentation from the District, CxA shall pay the excess expenses, fees, and/or costs to the District within fifteen (15) Business Days of receipt of the District's notice of these expenses, fees, and/or costs.

25.3. In no event shall any delay in Substantial or Final Completion arising during the period from issuance of a notice of termination for cause through the time such condition or violation shall have ceased or been cured be excused, nor shall CxA be relieved of liability for Liquidated Damages relating thereto.

25.4. Upon termination, CxA shall provide the District with all documents produced maintained or collected by CxA pursuant to this Agreement, whether or not such documents are final or draft documents.

26. Indemnification.

26.1. CxA agrees to and does hereby defend, indemnify and hold harmless District, Inspector, the State of California and their officers, employees, agents and independent contractors (the "Indemnified Parties") from every claim or demand

made, and every liability, loss, damage, expense or attorneys' fees of any nature whatsoever, which may be incurred by reason of:

- 26.1.1. Liability for: (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation arising from any act, omission or breach of CxA or any person, firm or corporation employed by, under contract with, or acting on behalf of CxA, arising out of or in any way connected with the Work performed by CxA, its employees, contractors and/or agents pursuant to this Agreement or the Contract Documents, whether said injury or damage occurs either on or off District Property, except for liability resulting from the sole or active negligence, or the willful misconduct of the Indemnified Parties; and
- 26.1.2. Any dispute between CxA and CxA's agents, employees, subcontractors and/or suppliers, including, but not limited to, any failure or alleged failure of the CxA (or any person hired or employed directly or indirectly by the CxA) to make payments as required by law and/or any valid agreement between CxA and any agent(s), employee(s), subcontractor(s) or material supplier(s) of any tier and/or filing of any stop notice or mechanic's lien claims.
- 26.2. CxA, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on account of or founded upon any cause, damage, or injury identified in this Section and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof.
- 26.3. Upon termination, CxA shall provide the District with all documents produced maintained or collected by CxA pursuant to this Agreement, whether or not such documents are final or draft documents.
- 26.4. To the furthest extent permitted by California law, and up to the amount of the Total Services Price, District shall defend, indemnify, and hold harmless CxA, agents, representatives, officers, consultants and employees from any and all third party claims of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising from personal or bodily injuries, death or property damage arising out of, connected with, or resulting from the sole and active negligence, or willful misconduct of District.

27. Insurance.

- 27.1. The CxA shall procure and maintain at all times it performs any portion of the Services the following insurance:
 - 27.1.1. **General Liability.** One Million Dollars (\$1,000,000) combined single limit per occurrence and Two Million Dollars (\$2,000,000) in the aggregate, for

bodily injury, personal injury and property damage in the form of Comprehensive General Liability and Contractual Liability, including Products Liability and Completed Operations coverage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each project/location or the general aggregate limit shall be twice the required occurrence limit.

- 27.1.2. Automobile Liability Insurance.** One Million Dollars (\$1,000,000) combined single limit per occurrence for any automobile that shall protect the CxA and the District from all claims of bodily injury, property damage, personal injury, death, and medical payments arising performing any portion of the Services by CxA.
- 27.1.3. Workers' Compensation and Employers' Liability Insurance.** For all of the CxA's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, CxA shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide employers' liability coverage with minimum liability coverage of One Million Dollars (\$1,000,000) per accident for bodily injury or disease. CxA shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
- 27.1.4. Professional Liability (Errors and Omissions).** One Million Dollars (\$1,000,000) for errors and omissions as appropriate to profession of engineer designing photovoltaic Services, coverage to continue through completion of construction plus two years thereafter.
- 27.1.5. Other Insurance Provisions:** The policies are to contain, or be endorsed to contain, the following provisions:

27.1.5.1. For the general liability and automobile liability policies:

27.1.5.1.1. The District, its representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of CxA; instruments of Service and completed operations of the CxA; premises owned, occupied or used by CxA; or automobiles owned, leased, hired or borrowed by CxA. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.

27.1.5.1.2. For any claims related to the projects, CxA's insurance coverage shall be primary insurance as

respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the CxA's insurance and shall not contribute with it.

27.1.5.1.3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.

27.1.5.2. CxA's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

27.1.5.3. CxA shall furnish the District with Certificates of Insurance showing maintenance of the required insurance coverage and original endorsements affecting coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before Work commence.

27.1.6. Acceptability of Insurers. 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.

27.2.

28. Permits and Licenses. CxA and all CxA's employees or agents shall secure and maintain in force, at CxA's sole cost and expense, such permits and licenses as are required by law in connection with the furnishing of materials, supplies, or services pursuant to this Agreement.

29. Assignment. The rights, burdens, duties, or obligations of CxA pursuant to this Agreement shall not be assigned by the CxA without the prior written consent of the District.

30. Subcontractors. If CxA shall subcontract any part of this Agreement, CxA shall be fully responsible to the District for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in this Agreement shall create any contractual relations between any subcontractor and the District.

31. Compliance with Laws. CxA shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. CxA shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If CxA observes that any of the Work required by this Agreement is at variance with any such laws, ordinance, rules or regulations, CxA shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon CxA's receipt of a written termination notice from the District. If CxA performs any work

that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, CxA shall bear all costs arising therefrom.

- 31.1.** CxA hereby acknowledges that the District's representative, the Project Inspector(s), and the Division of the State Architect have authority to approve and/or stop Work if the CxA's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. CxA shall be liable for any delay caused by its non-compliant Work.
- 32. Audit.** CxA shall establish and maintain books, records, and Services of account, in accordance with generally accepted accounting principles, reflecting all business operations of CxA transacted under this Agreement. CxA shall retain these books, records, and Services of account during the Term of this Agreement and for three (3) years thereafter. CxA shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to CxA and shall conduct audit(s) during CxA's normal business hours, unless CxA otherwise consents.
- 33. Anti-Discrimination.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the CxA agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the CxA agrees to require like compliance by all its subcontractors.
- 34. Environmental Attributes and Energy Credits.** District shall own all right, title, and interest associated with or resulting from the development, construction, installation and ownership of the Services, and to the completed Work and each of its component parts, without limitation.
- 35. Limitation of Liability.** Except with respect to CxA's indemnification obligations pursuant to this Agreement or with respect to damages that arise from the gross negligence or willful misconduct of a Party, each Party's total liability under the Contract Documents shall be limited to the Total Services Price. Except with respect to CxA's indemnification obligations pursuant to this Agreement or with respect to damages that arise from the gross negligence or willful misconduct of a Party, in no event, shall either Party 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 performance under this Agreement.
- 36. Confidentiality.** CxA and all CxA's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the

Services to the extent allowed by law. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

- 37. Disputes.** In the event of a dispute between the parties described in this Article, pending resolution of the dispute(s), CxA agrees to and shall continue the Work diligently to completion conditioned only on District's payment of undisputed amounts. If the dispute is not resolved, CxA agrees it will not stop, delay, or hinder progress of the Work, but shall continue the Work diligently to completion conditioned only on District's payment of undisputed amounts.
- 38. Attorney Fees and Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorney's fees.
- 39. Notice.** 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 overnight delivery service, or facsimile transmission, addressed as follows:

District

CxA

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next 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.

- 40. Governing Law.** 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 county in which the District's administrative offices are located.
- 41. Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
- 42. Waiver.** Any delay or forbearance in enforcing, or failure to enforce 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.
- 43. Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party of its

legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

- 44. Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 45. Cooperation.** The Parties hereto 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 Agreement.
- 46. Binding Contract.** This Agreement shall be binding upon the parties hereto and upon their successors and assigns, and shall inure to the benefit of said parties and their successors and assigns.
- 47. Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
- 48. No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
- 49. Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.
- 50. Counterparts.** This Agreement and all amendments to it may be executed in counterparts, each of which shall be deemed an original. A facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one document binding all the Parties hereto.
- 51. Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
- 52. Entire Contract.** This Agreement sets forth the entire contract between the parties hereto and fully supersedes any and all prior agreements, understanding, written or oral, between the parties hereto pertaining to the subject matter thereof. This Agreement may be modified only in writing upon mutual consent.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Roseville Joint Union High School District _____

Date: _____, 20__

Date: _____, 20__

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Address: _____

License No.: _____

Telephone: _____

Address: _____

Facsimile: _____

Telephone: _____

E-Mail: _____

Facsimile: _____

E-Mail: _____

Information regarding CxA:

Proper Name: _____
License No.: _____
Address: _____

Telephone: _____
Facsimile: _____
E-Mail: _____

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
____ Corporation, State: _____
____ Limited Liability Company
____ Other: _____

Employer Identification and/or Social Security Number

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

Exhibit A-1

Services

Design Phase Commissioning Process

The commissioning process activities completed by the CxA during the design phase include:

1. Review the OPR documentation for clarity and completeness, including language on the following features: mechanical, electrical, plumbing, architectural, structural, lighting, energy consumption, commissioning, indoor environmental quality, environmental sustainability, siting, exteriors, landscaping, interiors, and functionality for district operation.
2. Participate in a schematic design team meeting.
3. Developing the initial commissioning plan outline during the schematic design phase.
4. Review the Basis of Design Documentation prepared by the A/E for conformance with the OPR.
5. Verify the Basis of Design in regard to the Owner's Project Requirements.
6. Be involved in design workshops, design reviews, and value engineering discussions prior to the start of the construction documents phase of this work.
8. Complete a thorough review of the design documents completed at the end of each design phase. Comments will be submitted in writing to the District and the A/E team.
9. Develop full commissioning specifications for all commissioned equipment. Coordinate this with the architect and engineers and integrate the commissioning specifications into the overall project specification package. The specifications shall follow the intent of ASHRAE Guideline 0-2005 *The Commissioning Process*. The commissioning specification will include a detailed description of the responsibilities of all parties, details of the commissioning process; reporting and documentation requirements (including formats), alerts to coordination issues, deficiency resolution, construction checklist and startup requirements, the functional testing process, and specific functional test requirements including testing conditions and acceptance criteria for each piece of equipment being commissioned.
10. Develop a commissioning plan encompassing the Design, Construction, Occupancy and Operations Phases.
11. Determine the commissioning requirements and activities to include in the construction documents, with review by the design team, for integration into the project's construction specifications.

12. Perform commissioning design review at 35%, 50%, 95%, and 100% completion of the drawings and specifications.

Construction Phase Commissioning Process

The commissioning process activities accomplished by the CxA during the construction phase include:

1. Organize the commissioning process components and conduct a pre-bid and pre-construction meeting where the commissioning process requirements are reviewed with the commissioning team.
2. Coordinate and direct commissioning activities in a logical, sequential and efficient manner using consistent protocols, clear and regular communications and consultations with all necessary parties, frequently updated timelines, schedules, and technical expertise.
3. Perform site visits, as necessary, to observe component and system installations. Accomplish a statistical review of construction focusing on the District's design intent and the quality process. Attend selected planning and job-site meetings to obtain information on construction progress. Review construction-meeting minutes for revisions/substitutions relating to the District's design intent. Assist in resolving any discrepancies.
4. With necessary assistance and review from the installing contractors, develop and write construction checklists. Submit to the general contractor (GC) and the District for approval.
5. Organize and conduct periodic commissioning team meetings necessary to plan, develop the scope, coordinate, schedule activities and resolve problems.
6. Review submittals concurrent with the design professional's review.
7. Work with contractors in completing construction checklists and tracking of checklist completion.
8. Statistically sample completion of construction checklists on a periodic basis to verify that contractor's quality process is achieving the district's project intent and project requirements.
9. Approve systems startup by reviewing start-up reports and by selected site observation.
10. With necessary assistance and review from installing contractors, write the test procedures. Submit to A/E and the District for review and approval.
11. Assist GC in direction of the contractor to execute the tests.
12. Develop a Functional Test Plan (FTP) for all commissioned equipment and systems.

13. Coordinate witness and recommend approval of test procedure performed by installing contractors. Coordinate retesting as necessary until satisfactory performance is achieved.
14. Recommend approval of air and water systems balancing through statistical sampling of the report and separate field verification.
15. Maintain a master issues log and a separate testing record. Provide to the GC and the District written progress reports and test results with recommended actions.
16. Document the correction and retesting of non-compliance items by the contractor.
17. Reviews the systems manual for achieving the Owner's Project Requirements.
18. Review, recommend pre-approval, and verify the training provided by the contractors.
19. Review the Operations and Maintenance (O&M) manual submittals.

Occupancy and Operations Phase Commissioning Process

The commissioning process activities accomplished by the CxA during the occupancy and operations phase include:

1. Schedule and verify deferred and seasonal testing by the contractor.
2. Verify continuing training.
3. Schedule, organize, and attend a lessons-learned workshop.
4. Complete the final Commissioning Process Report.
5. Develop a Systems Manual for the commissioned systems.
6. Return to the site at 10 months into the 12-month warranty period. Review with facility staff the current building operation and the condition of outstanding issues related to the original and seasonal commissioning. Also interview facility staff and identify problems or concerns they have with operating the building as originally intended. Make suggestions for improvements and for recording these changes in the O&M manuals. Identify areas that may come under warranty or under the original construction contract. Assist facility staff in developing reports and documents and requests for services to remedy outstanding problems.

CxA Responsibilities

In addition to duties described above, the CxA will have the following responsibilities and authority:

1. Develop the commissioning specification for this project and submit to the architect for incorporation into the overall project documents.
2. Issue deficiency notices and verify that they have been corrected. An Issues Log will be maintained and reviewed at the commissioning meetings. Deficiencies that are not corrected in a timely manner will be reported to the District.

The CxA (CxA) is not required to:

1. Establish design concept, design criteria, compliance with codes, design or general construction scheduling, cost estimating, or construction management. The CxA may assist with problem-solving or resolving non-conformance or deficiencies, but ultimately that responsibility resides with the general contractor and the design team. The CxA will report to the District any deficiencies or discrepancies.
2. Direct or coordinate construction work. GC shall be solely responsible for scheduling and completing all contract work.

Commissioned Equipment or Systems Sampling Rate

HVAC Systems

Boilers and Associated Equipment 100%
 Heating Heat Exchangers 100%
 Pumps 100%
 Air Handling Units and associated equipment 100%
 Laboratory/ Fume Hood Exhaust Fan Systems and associated equipment 100%
 Ventilation Fans 100%
 VFDs 100%
 Air Terminal Units and associated equipment 100%
 Laboratory Air Valves 100%
 Ductwork 100%
 Piping 100%
 Temperature Control 100%

Building Automation Systems

Temperature/Humidity Sensors 100%
 Pressure Sensors and Controllers 100%
 Sequence of Operation 100%
 Airflow Stations 100%
 Damper/Valve Actuators 100%

Plumbing and Fire Protection Systems

Plumbing Equipment 50%
 Plumbing Fixtures 50%
 Plumbing Piping Systems 50%
 Fire Pump 100%

Electrical Systems

Normal Power Electrical Systems 50%

Emergency Power Systems 100%

Fire/Life Safety Systems 50%

Security Systems 100%

Miscellaneous Systems

IAQ Pre-Occupancy - office 100%

IAQ Post-Occupancy - office 100%

Exhibit A-2

Systems

[This should detail all of the systems being included in the design.]

Noncollusion Affidavit goes here.

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 Agreement.

Date: _____

Name of CxA: _____

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

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 educational 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.

CxA 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: _____

Name of CxA: _____

Signature: _____

Print Name: _____

Title: _____

TOBACCO-FREE ENVIRONMENT CERTIFICATION

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, District 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: _____

Name of CxA: _____

Signature: _____

Print Name: _____

Title: _____

ASBESTOS & OTHER HAZARDOUS MATERIALS CERTIFICATION

CxA hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations “New Material Hazardous”, shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of CxA's work on the Project for District.

CxA further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material.

Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District’s determination. The costs of any such tests shall be paid by CxA if the material is found to be New Hazardous Material.

All Work or materials found to be New Hazardous Material or Work or material installed with “New Hazardous Material” containing equipment will be immediately rejected and this Work will be removed at CxA's expense at no additional cost to the District.

CxA has read and understood the document Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

Date: _____

Name of CxA: _____

Signature: _____

Print Name: _____

Title: _____

LEAD-PRODUCT(S) CERTIFICATION

California Occupational Safety and Health Administration (CalOSHA), Environmental Protection Agency (EPA), California Department of Health Services (DHS), and the Consumer Product Safety Commission (CPSC) regulate lead-containing paint and lead products.

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

The District shall utilize DHS lead-certified personnel when a lead-based hazard is identified. Examples of lead-certified personnel include: project designers, inspectors, and abatement workers. Furthermore, since it is assumed by the district that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the CxA, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (**Including Title 8, California Code of Regulations, Section 1532.1**). Any and all Work which may result in the disturbance of lead-containing building materials must be coordinated through the District.

The California Education Code also prohibits the use or import of lead-containing paint, lead plumbing and solders, or other potential sources of lead contamination in the construction of any new school facility or in the modernization or renovation of any existing school facility. CxA shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the CxA.

All contractors who disturb lead-based paint in a six-square-foot area or greater indoors or a 20-square-foot area outdoors shall comply with the Renovation, Repair and Painting Rule, shall receive training from a U.S. EPA-accredited training provider, and shall be certified by the U.S. EPA. CxA, its workers and subcontractors must fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials, including those rules and regulations appearing within title 40 of the Code of Federal Regulations as part 745 (40 CFR 745).

If failure to comply with these laws, rules, and regulations results in a site or worker contamination, CxA will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom. If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses and training shall conduct this Work.

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

registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any campus within the District.

The undersigned hereby acknowledges, under penalty of perjury, that he or she has received notification of potential lead-based materials on the owner's property, as well as the existence of applicable laws, rules and regulations governing work with, and disposal of, such materials with which it must comply. The undersigned also warrants that he or she has the authority to sign on behalf of and bind the CxA.

Date: _____

Name of CxA: _____

Signature: _____

Print Name: _____

Title: _____

Roseville Joint Union High School

Roseville Joint Union High School.