

**OPERATIONS & MAINTENANCE CONTRACT
BY AND BETWEEN
THE LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT
AND
ENGIE SERVICES U.S. INC.**

This Operations and Maintenance Contract (“O&M Contract”) dated _____, 202__ is made and entered into by and between the Livermore Valley Joint Unified School District (“District” or “Customer”) and ENGIE Services U.S. Inc. (“Operator”) (collectively, “Parties”). The Customer and the Operator entered into an Audit, Design and Construction contract for District-Wide Energy Conservation Measures (“ECM Contract”) pursuant to which Operator is obligated to provide operations and maintenance services for the PV solar system(s) that was constructed pursuant to that ECM Contract (“System”). The goal of this O&M Contract is to ensure that the System is performing at the highest performance level reasonably possible.

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Operator shall provide the services as described herein, as may be modified as permitted herein (“Services” or “Work”).

During the Term, and for the Annual Fees, Operator shall perform the following services on each System:

Description of Work	Frequency
Remote System Monitoring	24 hours / 7 days per week
On-Call System Service Technician	Per request
Electrical Inspection	One (1) time per year
Panel Washing	At least one (1) time per year.
System Monitoring Equipment Inspection	Not less than one (1) time per year.
Preventative Maintenance	At least one (1) time per year or more frequently as necessary per equipment manufacturers’ recommendations
Visual Inspection of Installed Components	At least one (1) time per year
Corrective and Reactive Maintenance	As needed

2. **System Monitoring and On-Call Service Technician.**

- 2.1. Provide remote monitoring of System operations via cellular connection. Track changes and respond to system alarms, including those pertaining to power outages, promptly within twenty-four (24) hours, except for system alarms which occur on a Saturday or Sunday, which shall be responded to by the Monday immediately following the system alarm. System alarms may include but are not limited to alarms for low or no power output, active inverter faults, and/or inaccurate meter or weather device readings.
- 2.2. If necessary and reasonably appropriate as a solution to the alarm, a Service Technician will visit the site or determine an action plan to trouble shoot and resolve the issue within twenty-four (24) hours of alarm, subject to the terms set forth herein, to identify cause. Any corrective action shall be completed within seventy-two (72) hours or other timeframe as agreed to by the Parties in writing.

3. **Electrical Inspection & Maintenance.**

- 3.1. **Electrical Maintenance.** The technician will:

- 3.1.1. Perform a visual inspection and ensure proper operation of PV modules and array wiring, alignment of arrays, any and all wiring connections, disconnects, fasteners, strain relief, mounting system, system grounding, trackers, inverters and inverter pads, switchgear, transformers, combiner boxes, wireways and conduit, protection devices, data acquisition system, all electrical hardware (including monitoring hardware), weather sensors and outdoor lighting.
 - 3.1.2. Inspect mechanical attachment of the PV modules to racking, and racking components to each other and structure(s) and resolve issues as necessary.
 - 3.1.3. Check conduits and raceways for proper anchorage to structures and resolve issues as necessary.
 - 3.1.4. Survey entire jobsite for debris or obstruction and remove any debris or obstructions that interfere with the functioning of the System(s).
 - 3.1.5. Inspect and ensure proper operation of pyranometers and reference cells. Calibrate equipment per manufacturer guidelines.
 - 3.1.6. Record operational data from inverters and meters.
- 3.2. **External and/or Internal DC Disconnects and Combiner Boxes.** During the inspection, the technician will:
 - 3.2.1. Ensure that Imp testing is performed on all DC strings.
 - 3.2.2. Tighten loose electrical connections in combiner boxes, switchgear and inverters.
- 3.3. **Inverter and Transformer.** The technician will:
 - 3.3.1. Clean out all electrical enclosures.
 - 3.3.2. Clean inverter air filters.
 - 3.3.3. Perform visual inspection of security and equipment fences.
 - 3.3.4. Perform preventive maintenance on the inverter(s) as required to maintain inverter manufacturer's warranty.
- 3.4. **AC Disconnect.**
 - 3.4.1. The technician will check for proper operation.
- 3.5. **Service Report.**
 - 3.5.1. Provide a report annually documenting all service and maintenance on the site.
4. **Corrective Maintenance.** The Operator shall perform the following:
 - 4.1. On-site troubleshooting & diagnostics of all system components.

- 4.2. Inverter and Data Acquisition System resets:
 - 4.2.1. Unlimited remote resets (if capability enabled and connection available).
 - 4.2.2. Unlimited on-site resets for systems under Operator warranty.
 - 4.2.3. Up to two (2) on-site resets per year for systems out of warranty.
 - 4.2.4. Processing of warranty claims on behalf of Customer and verification of replaced equipment.
 - 4.2.5. Management of repair and replacement for equipment out of warranty, where Operator is responsible to perform all labor related to procuring, installing, and maintaining those components or acceptable replacement components, at no additional cost to the District.
 - 4.2.6. Ongoing warranty support and representation of Customer's interest with System equipment manufacturers.
 - 4.2.7. Provide a report annually documenting all service and maintenance on the site.
5. **Module / Panels Washing.** Operator shall wash all modules and panels a minimum of one (1) time per year.
6. **System Monitoring Equipment.** Not less than two (2) times per year, the monitoring system, including the DAS system, will be tested by Operator to verify that it is operating as intended.
7. **Excluded Services.**
 - 7.1. Any installation of additional monitoring equipment that may be required if site conditions change for reasons beyond Operator's control.
 - 7.2. Parts or equipment that were not installed by Operator or its subcontractors.
 - 7.3. In the event that any manufacturer of the solar specific equipment including any modules, inverters, racking, combiner boxes or monitoring equipment relating to a material component of the Generating Facilities, as defined in the ECM Contract, is not able or willing to honor its warranty to District and Operator uses its commercially reasonable efforts to assist the District in its attempts to oblige the manufacturer to comply with its warranty obligations, Operator shall not be responsible for the costs of any such manufacturer's components.
 - 7.4. Repair of damage caused by third parties, including damage associated with baseball field activities, vandalism, vehicular accidents or other repairs outside of warranty. For such repairs, Customer must submit a request for quotation to the Operator.
8. **Term.** Operator shall commence providing services under this O&M Contract on the Performance Guarantee Start Date and will diligently perform as required herein for a term of five (5) years from that date. If District, at the end of the term wishes to extend this O&M Contract for a subsequent five (5) year term, the Parties shall negotiate such extension in good faith, including the Annual Fees for such extension. Documentation of the Start Date for each System will be as noted on the first invoice submitted to the Utility, as defined in the ECM Contract, by the third-party monitoring provider required.
9. **Submittal of Documents.** The Operator shall not commence the Work under this O&M Contract until the Operator has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

- X Signed O&M Contract
 - X Workers' Compensation Certification
 - X Fingerprinting/Criminal Background Investigation Certification
 - X Insurance Certificates and Endorsements
 - X W-9 Form
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10. **Compensation.** District shall pay Operator annually for Services rendered, completed, and approved by the District in writing within thirty (30) days of receipt of Operator’s invoice. The annual fee for the Services is set forth in the Table below (collectively, the “**O&M Services Fee**”). The O&M Services Fee will be mutually agreed upon if the Term is extended beyond five (5) years.

Year	PV O&M Services Fee
1	\$10,783.00
2	\$11,107.00
3	\$11,440.00
4	\$11,783.00
5	\$12,136.00

10.1. Payment for Work that requires additional payment shall be made for all undisputed amounts in monthly installment payments within thirty (30) days after the Operator submits an invoice to the District for Work actually completed and after the District’s written approval of the Work, or the portion of the Work for which payment is to be made.

10.2. Invoices furnished by Operator under this O&M Contract must be in a form acceptable to the District. All amounts paid by District shall be subject to audit by District.

10.3. The granting of any payment by District, or the receipt thereof by Operator, shall in no way lessen the liability of Operator to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work which does not conform to the requirements of this O&M Contract, may be rejected by District and in that case must be replaced by Operator without delay.

11. **Notice.** Any notice required or permitted to be given under this O&M Contract shall be as indicated in the ECM Contract.

12. **Termination.**

12.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this O&M Contract and compensate Operator only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Operator. Notice shall be deemed to have been given, served, and received if given in writing and either personally delivered or sent by overnight delivery service addressed to the individuals indicated in the ECM Contract. Any notice personally given shall be effective upon receipt. Any notice sent by overnight delivery service shall contain signature confirmation and be effective upon such confirmation which typically is the business day next following delivery thereof to the overnight delivery service. In addition, if District terminates this O&M Contract without cause, Operator shall no longer be obligated to provide the Performance Guarantee as defined and as set forth in the ECM Contract and that guarantee shall be immediately terminated and be of no further force and effect.

12.2. With Cause by Operator. Operator may terminate this O&M Contract with cause. Cause shall include:

- 12.2.1. Upon thirty (30) days of Operator's notice of material violation of this O&M Contract by the District;
- 12.2.2. Upon thirty (30) days of Operator's notice of any act by District exposing the Operator to liability to others for personal injury or property damage; or
- 12.2.3. Upon Operator's notice to District if District is adjudged a bankrupt, District makes a general assignment for the benefit of creditors or a receiver is appointed on account of District's insolvency.

Written notice by Operator shall contain the reasons for such intention to terminate for cause. District shall have thirty (30) calendar days after that notice to cure Operator's reasons for such intention to terminate for cause, to the reasonable satisfaction of Operator, which shall not be unreasonably withheld. In the event of this termination with cause by Operator, the District may secure the required services from another contractor. If Operator terminates this O&M Contract with cause as permitted in this provision Operator shall no longer be obligated to provide the Performance Guarantee set forth in the ECM Contract and said guarantee shall be immediately terminated and be of no further force and effect. If the District disputes the validity of the termination for cause, the District may seek resolution of said dispute pursuant to the dispute resolution procedures established in the ECM Contract. If a determination is made that the termination was invalid, the Performance Guarantee shall be reinstated and shall be retroactive to the date of termination.

12.3. With Cause by District. District may terminate this O&M Contract upon giving of written notice of intention to terminate for cause. Cause shall include:

- 12.3.1. Upon thirty (30) days of District's notice material violation of this O&M Contract by the Operator; or
- 12.3.2. Upon thirty (30) days of District's notice of any act by Operator exposing the District to liability to others for personal injury or property damage; or
- 12.3.3. Upon District's notice to Operator if Operator is adjudged a bankrupt, Operator makes a general assignment for the benefit of creditors or a receiver is appointed on account of Operator's insolvency.

Written notice by District shall contain the reasons for such intention to terminate for cause. Operator shall have twenty (20) calendar days after that notice to cure District's reasons for such intention to terminate for cause, to the reasonable satisfaction of District, which shall not be unreasonably withheld. In the event of this termination with cause, the District may secure the required services from another operator. If the expense, fees, and/or costs to the District exceeds the cost of providing the services pursuant to this O&M Contract, the Operator shall immediately pay the excess expenses, fees, and/or costs to the District upon the receipt of the District's notice of the expenses, fees, and/or costs, provided that the aggregate amount of those expenses, fees and costs shall not exceed twice (two times) the total not-to-exceed compensation amount indicated herein. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District. If District terminates this O&M Contract with cause as permitted in this provision, Operator shall remain obligated to provide the Performance Guarantee set forth in the ECM Contract; provided that a substitute operator is engaged without hiatus and has consistently been performing Operator's obligations at least to the standard and in the scope set forth in the O&M Contract entered into by Operator. If the Operator disputes the validity of the termination for cause, the Operator may seek resolution of said dispute pursuant to the

dispute resolution procedures established in the ECM Contract. If a determination is made that the termination was invalid, then, at the District’s discretion, (1) the termination shall be deemed to be a termination without cause by the District pursuant to the provisions herein above or (2) this O&M Contract shall be reinstated.

13. **Right to Hire.** If Operator fails to perform any of its material obligations (“**Material Breach**”) under this O&M Contract, the District shall notify the Operator in writing, and if after 30 days upon receiving such notice Operator fails to correct the Material Breach, the District shall have the right to hire other contractor(s) to correct the Material Breach at the sole cost and expense of Operator, which Operator shall pay within thirty (30) days of District’s invoicing to Operator, provided that the District shall seek fair pricing when selecting such other contractors.

14. **Indemnification.** To the furthest extent permitted by California law, Operator shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers (“**the indemnified parties**”) from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity (“**Claim**”), to property or persons, including personal injury and/or death, to the extent that any of the above arise out of, pertain to, or relate to the negligence, recklessness, errors or omissions, or willful misconduct of Operator, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services, the Project, or this O&M Contract. The District shall have the right to accept or reject any legal representation that Operator proposes to defend the indemnified parties.

15. **Insurance.**

15.1. The Operator shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

15.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and any Auto Automobile Liability Insurance that shall protect the Operator, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

15.1.2. **Workers’ Compensation and Employers’ Liability Insurance.** Workers’ Compensation Insurance and Employers’ Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Operator shall be required to secure workers’ compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this O&M Contract are not protected under the Workers’ Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

15.1.3. **Professional Liability (Errors and Omissions).** Professional Liability (Errors and Omissions) Insurance as appropriate to the Operator’s profession.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence	\$ 2,000,000

General Aggregate	\$ 4,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000
Professional Liability	\$ 1,000,000
Workers Compensation	Statutory Limits
Employer's Liability	\$ 1,000,000

15.2. **Proof of Carriage of Insurance.** The Operator shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

- 15.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
- 15.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
- 15.2.3. An endorsement stating that the District and the State and their agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Operator's insurance policies shall be primary to any insurance or self-insurance maintained by District.
- 15.2.4. All policies shall be written on an occurrence form.

15.3. **Acceptability of Insurers.** Insurance shall be with **admitted** insurance companies with an A.M. Best rating of no less than **A: VII**, unless otherwise acceptable to the District.

- 16. **Assignment / Subcontracting.** Operator may subcontract the Work of this O&M Contract or any part of it only upon prior approval of the District, which shall not be unreasonably withheld. Neither Party shall, on the basis of this O&M Contract, contract on behalf of or in the name of the other Party. An agreement made in violation of this provision shall confer no rights on any Party and shall be null and void.
- 17. **Compliance with Laws.** Operator 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. Operator shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Operator observes that any of the Work required by this O&M Contract is at variance with any laws, ordinance, rules or regulations, Operator 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 O&M Contract shall be appropriately amended in writing, or this O&M Contract shall be terminated effective upon Operator's receipt of a written termination notice from the District. If Operator performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Operator shall bear all costs arising therefrom.
- 18. **Certificates / Permits / Licenses.** Operator and all Operator's employees or agents shall secure and maintain in force all certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this O&M Contract.

19. **Employment with Public Agency.** Operator, if an employee of another public agency, agrees that Operator will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Services are actually being performed pursuant to this O&M Contract.
20. **Drug-Free / Smoke Free Policy.** No drugs, alcohol and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, consultants or contractors are to use drugs on any District property.
21. **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 Operator 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 and District policy. In addition, the Operator agrees to require like compliance by all its subcontractor(s).
22. **Labor Code Requirements.** The Operator shall comply with all applicable provisions of the California Labor Code, Division 3, Part 7, Chapter 1, Articles 1-5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars (\$1,000). Copies of the prevailing rate of per diem wages are on file with the District. Operator specifically acknowledges and understands that the District and/or the State monitors and enforces compliance with Labor Code requirements through statutorily-authorized programs and the Operator shall perform the Work of the Project while complying with all the applicable provisions of those programs. The Operator and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the California Labor Code, beginning with Section 1720, and including Section 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Operator or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts. **Registration:** The Operator and its subcontractors shall comply with the registration and qualification requirements pursuant to sections 1725.5 and 1771.1 of the California Labor Code. **Certified Payroll Records:** Operator and its subcontractor(s) shall keep accurate certified payroll records of employees and shall make them available to the District immediately upon request.
23. **Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this O&M Contract prior to Operator's performing of any portion of the Services.
24. **No Rights in Third Parties.** This O&M Contract does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
25. **Limitation of District Liability.** Other than as provided in this O&M Contract, District's financial obligations under this O&M Contract shall be limited to the payment of the compensation provided in this O&M Contract. Notwithstanding any other provision of this O&M Contract, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this O&M Contract for the services performed in connection with this O&M Contract.
26. **Liability of Operator:** Except for damages, claims arising from third party(ies) subject to indemnification under this O&M Contract, neither Operator, nor its directors, officers, shareholders, partners, members, agents and employees, subcontractors or suppliers shall be liable for any indirect, special, incidental, or consequential loss or damage of any nature arising out of their performance or non-performance hereunder, regardless of theory of liability, even if advised of the possibility of such loss or damage. This provision does not apply to any statutory damages to which the District may be entitled.

27. **Conflict of Interest.** Through its execution of this O&M Contract, Operator acknowledges that it is familiar with the provisions of section 1090 et seq. and Section 87100 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event Operator receives any information subsequent to execution of this O&M Contract, which might constitute a violation of said provisions, Operator agrees it shall notify District of this information.
28. **Integration / Entire Contract of Parties.** This O&M Contract constitutes the entire agreement between the Parties related to the Work of this O&M Contract and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This O&M Contract may be amended or modified only by a written instrument executed by both Parties.
29. **California Law.** This O&M Contract 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 O&M Contract shall be maintained in the county in which the District's administrative offices are located.
30. **Disputes.** In the event of a dispute between the Parties as to performance of Work, O&M Contract interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Operator shall neither rescind the O&M Contract nor stop Work.
31. **Waiver.** The waiver by either Party of any specific breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of that term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
32. **Severability.** If any term, condition or provision of this O&M Contract 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.
33. **Authority to Bind Parties.** Neither Party in the performance of any and all duties under this O&M Contract, except as otherwise provided in this O&M Contract, has any authority to bind the other to any agreements or undertakings.
34. **Attorney Fees / Costs.** Should litigation be necessary to enforce any terms or provisions of this O&M Contract, then each Party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
35. **Captions and Interpretations.** Paragraph headings in this O&M Contract are used solely for convenience, and shall be wholly disregarded in the construction of this O&M Contract. No provision of this O&M Contract shall be interpreted for or against a Party because that Party or its legal representative drafted that provision, and this O&M Contract shall be construed as if jointly prepared by the Parties.
36. **Calculation of Time.** For the purposes of this O&M Contract, "days" refers to calendar days unless otherwise specified.
37. **Signature Authority.** Each Party has the full power and authority to enter into and perform this O&M Contract, and the person signing this O&M Contract on behalf of each Party has been properly authorized and empowered to enter into this O&M Contract.
38. **Counterparts.** This O&M Contract and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

39. **Incorporation of Recitals and Exhibits.** The Recitals and each Exhibit attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this O&M Contract on the date indicated below.

Dated: _____, 202__

Dated: _____, 202__

Livermore Valley Joint Unified School District

ENGIE Services U.S. Inc.

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

DRAFT

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:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- 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 its 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 O&M Contract.

Date: _____

Name of Operator or Company: _____

Signature: _____

Print Name and 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 District prior to performing any Work under this O&M Contract.)

CRIMINAL BACKGROUND INVESTIGATION / FINGERPRINTING CERTIFICATION

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

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

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

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

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

Name: _____ **Title:** _____

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

2. **Megan’s Law (Sex Offenders).** I have verified and will continue to verify that the employees of Operator that will be on the Project site and the employees of the subcontractor(s) that will be on the Project site are **not** listed on California’s “Megan’s Law” Website (<http://www.meganslaw.ca.gov/>).

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

Date: _____

Proper Name of Operator: _____

Signature: _____

Print Name: _____

Title: _____