

Mountain View Whisman School District
Independent Contractor for Professional Services Agreement
 (Non-Construction Related)

THIS AGREEMENT is made and entered into on _____, 20____ ("Agreement"),
 by and between and **Mountain View Whisman School District** ("District") and Therma LLC
 ("Contractor"). Contractor and District may be referred to herein individually as a "Party" or collectively as the "Parties."

1. Services Check one of the options below

The District is authorized by Gov. Code § 53060 to contract with any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required. Contractor shall furnish to the District the following services ("Services" or "Work"). The Contractor warrants that it is specially trained, licensed and experienced and competent to perform the Services.

☐ **Option 1** - As indicated in Exhibit A – attached ☒ **Option 2** - Services explained as follows:

Therma LLC will provide full repair sewer services at Monta Loma and Theuerkauf.

Please see attached quotes for further information.

2. Price & Payment Check one of the options below

Contractor shall furnish the Services to the District for the following compensation ("Agreement Price"): Payment for the Services shall be made in accordance with the Terms and Conditions. District must approve Contractor's form of invoice, which must be sufficiently detailed (e.g., name of school or department service was provided to, period of service, number of hours of service, brief description of services provided).

☐ **Option 1** – Flat Fee of \$ _____
☐ **Option 2** - Maximum number of hours at an hourly rate of \$ _____ Total not to exceed \$ _____
☒ **Option 3** – Other, please explain: Total not to exceed \$75,000.00

3. Contract Dates "Agreement Time"

Services Start Date: 07/31/2025

Services End Date: 10/01/2025

4. Submittal of Documents

Contractor shall not commence the Services under this Agreement until Contractor has submitted the following documents.

☒ Signed Agreement
☒ Insurance Certificates & Endorsements
☒ W-9 Form

5. Classified Service

☐ YES ☒ NO

Education Code Sections 45100-45139/88000-88040 defines what constitutes classified service. Education Code Sections 44830-44929/87400-87488 defines certificated service. The IRS predisposes an employer/employee relationship when state law mandates such a relationship. Are you currently, or have you ever paid into the California State Public Employees Retirement System or California State Teachers Retirement System?

6. Notice

Any notice under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered (effective upon receipt) or sent by overnight delivery service addressed as follows (effective the business day next following delivery thereof to the overnight delivery service).

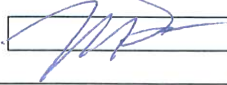
Mountain View Whisman School District
 1400 Montecito Ave.
 Mountain View, CA 94043
 Attn: Chief Business Officer

Contractor:
Street
City, State, Zip
Attn:

Therma LLC
 1601 Las Plumas Ave.
 San Jose, CA 95133
 Mike Fisher

7. Fingerprinting/Criminal Background/Megan's Law (Sex Offenders)

I have verified and will continue to verify that the employees of Contractor that will be on any school site and the employees of any subconsultants and/or subcontractors that will be on any school site are not listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>). In addition, the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to any entity that has a contract with the District.

Contractor's Initials Here: 

(This portion to be filled out by District Representative)

7. Fingerprinting/Criminal Background/Megan's Law (Sex Offenders)

Check one of the options below:

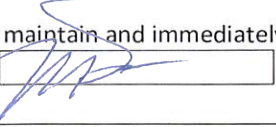
- ☐ **1. Contact with Students:** Contractor certifies that Contractor has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 and that the California Department of Justice has determined that neither Contractor nor any of Contractor's employees, subcontractors, agents, and subcontractors' employees or agents (collectively "Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor, who may interact with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee in the course of providing services pursuant to this Agreement, have been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor shall immediately provide the District any subsequent arrest and conviction information it receives from the California Department of Justice for those Employees during the course of providing services pursuant to this Agreement. A complete and accurate list of all Employees who may interact with District pupils during the course and scope of this Agreement is attached hereto.
- ☒ **2. No Contact:** Neither Contractor nor Contractor's Employees will have any interaction with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 do not apply to Contractor for the services provided under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.
- ☐ **3. Emergency /Exceptional Situation:** Agreement is provided in an emergency or exceptional situation, such as when pupil health or safety is endangered, and the District will take appropriate steps to protect the safety of any pupil that may interact with Contractor and/or Contractor's Employees so that Contractor and/or Contractor's Employees do not interact with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee in the course of providing services pursuant to this Agreement. (Ed. Code, § 45125.1 (c).) As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.
- ☐ **4. Sole Proprietor:** Contractor is a sole proprietor and in compliance with Education Code section 45125.1 (h)(1)-(2), the District confirmed with the California Department of Justice that Contractor has not been convicted of a felony, as that term is defined in Education Code section 45122.1, pursuant to the requirements of Education Code section 45125.1 (a). As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

District Representative Name & Initials:

Dalewyn Spinks

D.S.

8. Tuberculosis (TB) Screening

Contractor has obtained any required TB clearance(s) and will maintain and immediately produce those clearance(s) to District upon the District's request. Contractor's Initials Here: 

(This portion to be filled out by District Representative)

8. Tuberculosis (TB) Screening Select one option below:

- ☐ Contractor has obtained any required TB clearance(s) and will maintain and immediately produce those clearance(s) to District upon the District's request.
- ☒ **Waiver of TB Screening.** Contractor is not required to provide evidence of TB Clearance because Contractor will not work directly with students on more than an occasional basis.

District Representative initials here: D.S.

9. Insurance Contractor shall have and maintain insurance in force during the term of this Agreement with minimum limits identified below. Contractor shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to modification. Except for worker's compensation insurance, the District shall be named as an additional insured on all policies. Contractor's policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. Contractor shall not allow any subcontractor, employee, or agent to commence Work on this Agreement or any subcontract until the insurance required of Contractor, subcontractor, or agent has been obtained.

Commercial General Liability	\$1,000,000 per occurrence; \$2,000,000 aggregate
Automobile Liability, Any Auto, combined single limit	\$1,000,000 per occurrence; \$2,000,000 aggregate
Workers Compensation	Statutory limits pursuant to State law
Employers' Liability	\$1,000,000
Professional Liability (E&O), if Contractor is providing professional services or advice (on a claims-made form)	\$1,000,000

10. Terms & Conditions The Contractor has read and agrees to comply with the Terms & Conditions attached hereto.

Contractor's Initials Here: 

TERMS & CONDITIONS TO INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

1. **Expenses.** District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing the Work.
2. **Materials.** Contractor shall furnish, at Contractor's own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.
3. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that Contractor and all Contractor's 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. Contractor 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 Contractor's employees.
4. **Standard of Care.**
 - 4.1. Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. Contractor's Services will be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.
 - 4.2. Contractor hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise,

and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.

- 4.3. Contractor shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Contractor understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Contractor in performing the Services.
- 4.4. Contractor shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.
5. **Originality of Services.** Contractor 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 be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such services.
6. **Copyright/Trademark/Patent.** Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

7. Termination.

7.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.

7.2. **Without Cause by Contractor.** Contractor may, upon sixty (60) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Contractor for services satisfactorily rendered to the date of termination. Written notice by Contractor shall be sufficient to stop further performance of services to District. Contractor acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.

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

- 7.3.1. material violation of this Agreement by the Contractor; or
- 7.3.2. any act by Contractor exposing the District to liability to others for personal injury or property damage; or
- 7.3.3. Contractor is adjudged a bankrupt or makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and, unless within three (3) 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 three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required Services from another Contractor. If the expense, fees, and/or costs to the District exceeds the cost of providing the Services pursuant to this Agreement, the Contractor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expenses, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

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

8. **Indemnification.** To the furthest extent permitted by California law, Contractor 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, including without limitation the payment of all consequential damages ("Claim"), arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

9. **FORCE MAJEURE CLAUSE:** Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, product, plant, or facilities by the government, or pandemic when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Contractor. Any delay associated with any Infectious Disease, or any federal, state, or local order relating thereto, shall not be considered a Force Majeure Event unless it renders Contractor's performance of the Services impossible, and that event was not reasonably foreseeable at the time of the execution of this Agreement.

10. **Assignment.** The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

11. **Compliance with Laws.** Contractor 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. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

12. **Permits/Licenses.** Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.

13. **Safety and Security.** Contractor is responsible for

maintaining safety in the performance of this Agreement. Contractor 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.

14. **Employment with Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor 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 Agreement.

15. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Agreements there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status and therefore the Contractor 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 Contractor agrees to require like compliance by all its subcontractor(s).

16. **Workers' Compensation.** Contractor shall comply with the provisions of Labor Code § 3700, et seq., that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code. Contractor shall either being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State or 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.

17. **Audit.** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Contractor 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 Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

18. **District's Evaluation of Contractor and Contractor's Employees and/or Subcontractors.** The District may evaluate the Contractor in any manner which is permissible under the law. The District's evaluation may include, without limitation: requesting that District employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance and announced and unannounced

observance of Contractor, Contractor's employee(s), and/or subcontractor(s).

19. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

20. **Disputes:** In the event of a dispute between the parties as to performance of Work, Agreement 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, Contractor shall neither rescind the Agreement nor stop Work.

21. **Confidentiality.** The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

22. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

23. **California 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 the California county in which the District's administration offices are located.

24. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

25. **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.

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

27. **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, Contractors, or subcontractors are to smoke or use drugs or alcohol on these sites.

28. **Conflict of Interest.** Contractor shall abide by and be

subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest. Contractor shall not hire any officer or employee of District to perform any service by this Agreement. Contractor affirms to the best of Contractor's knowledge, there exists no actual or potential conflict of interest between Contractor's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to District's attention in writing. Through its execution of this Agreement, Contractor 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 Contractor receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, Contractor agrees it shall notify District of this information.

29. **Agreement Contingent on Governing Board Approval.** The District shall not be bound by the terms of this Agreement until it has been formally approved or ratified by the District's Governing Board, and no payment shall be owed or made to Contractor absent formal approval.

11. Infectious Disease Requirements

The Contractor has read and agrees to comply with the Terms & Conditions attached hereto.

Contractor's Initials Here:



INFECTIOUS DISEASE REQUIREMENTS FOR INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

1. **Compliance with Orders.** Contractor and its Subcontractors, agents and employees thereof, are responsible for complying with all applicable and existing federal, State, and/or local statutes, orders, rules, regulations, ordinances, and/or directives in any way relating to site safety, the Work, and the District site(s), in connection with any infectious and communicable disease in any form, whether bacterial or viral, including, without limitation, MSRA, influenza, COVID-19, and/or any similar virus or derivative strain ("**Infectious Disease**"). Contractor shall ensure its employees on District sites are trained and knowledgeable of all these requirements to ensure full compliance on any District site(s) and during the Work. Contractor's obligations hereunder shall include, without limitation providing personal protective equipment ("**PPE**") to its employees and to ensure that its subcontractors provide PPE equipment to its employees to prevent the spread of an Infectious Disease at District site(s).
2. **Infectious Disease & Extra Work.**
 - 2.1. Contractor agrees that the Agreement Price is based on Contractor's full compliance with all applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to site safety, the Work, and District site(s) in relation with an Infectious Disease at the time the Parties entered into the Agreement. Therefore, any additional costs to Contractor associated with an Infectious Disease, or any federal, state, or local order relating thereto, shall not be considered compensable unless:
 - 2.1.1. It occurred after the date the Parties entered into this Agreement;

2.1.2. It materially increases the Agreement Price by imposing different, additional or more stringent requirements; and

2.1.3. Contractor notifies District within ten (10) Days of notice of any new public health order(s), including the anticipated increase to the Agreement Price due to the new public health order(s), and Contractor substantiates those costs with detailed supporting documentation.

2.2. If, during the Work, the applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to site safety, the Work, and/or District site(s) in connection with an Infectious Disease, are changed or rescinded (e.g., by the reduction of potential exposure or risk due to vaccinations), the parties agree to reduce the Agreement Amount due to the removal of the required efforts. If the parties cannot mutually agree on the appropriate reduction, District may issue a notice of equitable adjust for an amount of time and money it determines to be both reasonable and appropriate.

3. **Infectious Disease Release.** Contractor acknowledges that it is voluntarily and freely entering into the Agreement for the Work and deciding to perform the Work which will require Contractor to enter upon and into District site(s) and that Contractor use of District site(s) includes the possible exposure to and illness from an Infectious Disease. Contractor further acknowledges the dangers involved and with full knowledge of these dangers, voluntarily agrees to assume all risks of bodily injury, death, or property damage, whether those risks are known or unknown. Contractor hereby releases District, its agents, representatives, officers, consultants, employees, trustees, and volunteers from any and all

liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that Contractor, its staff, participants, relatives, children, spouse, partner, household members, family members, employees, guests, invitees, volunteers, agents, consultants, Subcontractors, and any other person tracing exposure or illness to Contractor, now have, or may have in the future, for injury, trauma, illness, loss, unwanted contact, harassment, disability, death or property damages related to being exposed to or contracting an Infectious Disease while using any District site(s) for the performance of the Work. Contractor shall include this paragraph in all subcontracts with subcontractors/subconsultants.

4. Contractor shall ensure it has employees onsite that are trained and knowledgeable of these requirements to ensure full compliance on District site(s).
5. Any cost to comply with these "Infectious Disease Compliance Provisions" shall be at Contractor's sole expense and expense but may be included in the Agreement Price.

12. Type of Entity check one of the following:

- ☐ Individual ☐ Sole Proprietorship ☐ Partnership ☐ Limited Partnership ☐ Corporation
☒ Limited Liability Company ☐ Other: _____

Employer Identification and/or SSN#: 82-0905523

NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of \$600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the district requires your federal tax identification number or Social Security number, whichever is applicable.

(This portion to be filled out by District Representative)

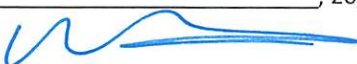
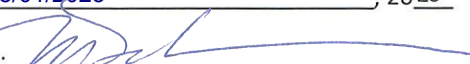
13. Dept/Site Budget Program

Please provide full SACS coding

Bond

ACCEPTED AND AGREED on the date indicated below. By signing this Agreement, each Party certifies, under penalty of perjury, that all the information provided in the Agreement is true, complete, and correct and that the person executing this Agreement has full power and authority to enter into the Agreement:

Approvals Required Prior to Contract Start Date

Requesting Administrator	Contractor:
Mountain View Whisman School District	Contractor Name: <u>Therma LLC</u>
Dated: <u>July 31</u> , 20 <u>25</u>	Dated: <u>8/01/2025</u> , 20 <u>25</u>
Signature: 	Signature: 
Print Name: <u>Dalewyn Spinks</u> <i>CSO</i> <u>Rebecca</u>	Print Name: <u>Mike Fisher</u>
Print Title: <u>Director of MOT</u> <i>CSO</i> <u>Westover</u>	Print Title: <u>President</u>

APPROVAL	
Authorized Signer	Superintendent/Designee
Dated: <u>July 31</u> , 20 <u>25</u>	Dated: <u>31 JUL</u> , 20 <u>25</u>
Signature: 	Signature: 
Print Name: <u>Dr. Rebecca Westover</u>	Print Name: <u>Jeffrey Baier</u>
Print Title: <u>Chief Business Officer</u>	Print Title: <u>Superintendent</u>

Board of Trustees Action (District Office Use Only)			
Board of Trustees Meeting Date: _____	For Contract: _____	Review _____	Ratification _____



Proposal Type: Time & Materials/Not-To-Exceed (T&M/NTE) basis.

Presented by: Guadalupe Pattison

Quote #: 004093-187

1601 Las Plumas Avenue, San Jose, CA 95133, www.therma.com

July 23, 2025

Dalewyn Spinks

Mountain View Whisman School District

1400 Montecito Avenue

Mountain View, CA 94043

650.526.3570 ext. 1187

dspinks@mvmwsd.org

Work site address:

1625 San Luis Avenue

Mountain View, CA 94043

Re: Theuerkauf Elementary - Sewer Repairs

Dear :

Therma proposes the following work scope and service for your consideration:

- **Scope of Work:**

The price given below is offered on a T&M/NTE basis. It covers a **three person** crew for **four 8-hour days** with equipment and material, to perform the following scope of work below. If more time and/or resources are needed to complete the work, we will review the situation with you and discuss options and pricing. However, the price below does include time for logistics, gathering material, picking up and returning equipment. If the work can be completed in less time, we will only bill you for the time and resources used.

- USA 811 requires a 72-hour notice to mark buried utilities. If they indicate the presence of any buried utilities that may interfere with the excavation or other aspects of the work, or if any of the notified agencies indicate permit requirements for the work, we will notify you of our findings and review possible solutions and pricing. In some circumstances, not all utilities can be located. It is possible that unmarked utilities may become damaged. Damaged utilities are considered additional work and will be tracked as Time and Material, if Therma is asked to make the repairs.

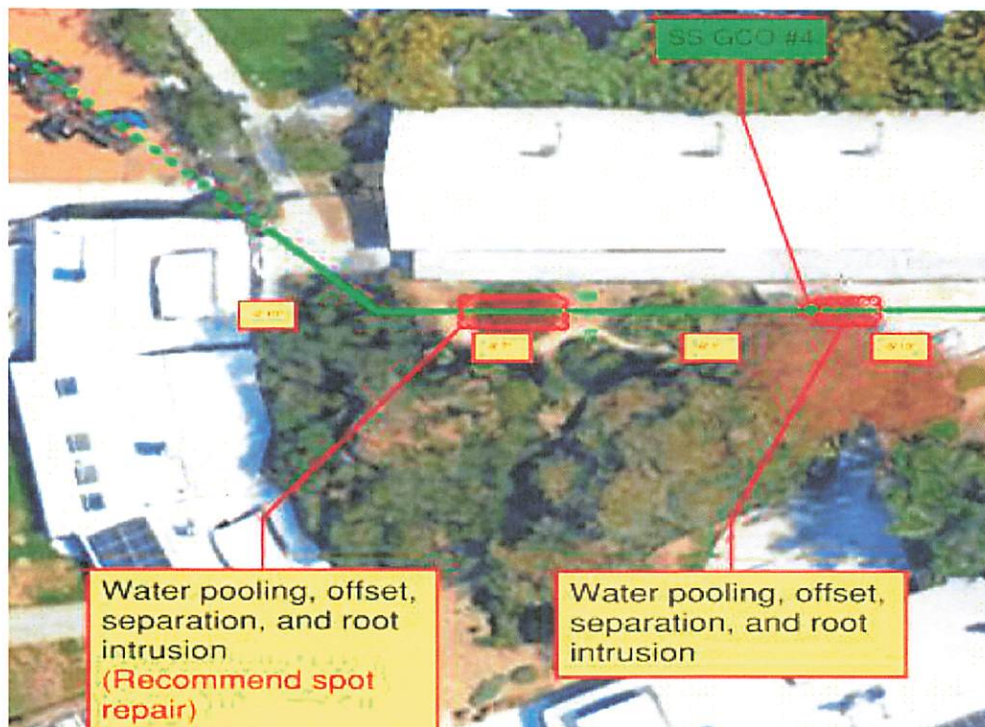
- **Task: 1**

- Spot repair within the landscaping, 34ft downstream from Ground Clean Out #4. Excavate and replace the identified offset joint and its connection. Joint was also observed with evidence of heavy root intrusion. The pipe will be reinstalled with proper slope to reestablish grade and ensure adequate flow.
- Due to the depth of the existing sewer line, hydraulic shoring will be required within the trench excavation. All OSHA guidelines to be followed during the duration of scope of work.
- Backfill trench. Restoration of landscaping removed during excavation is not included in this proposal.

- **Task: 2**

- Spot repair within the landscaping, 15ft upstream from Ground Clean Out #4. Excavate and replace the identified offset joint and its connection. Joint was also observed with evidence of root intrusion. The pipe will be reinstalled with proper slope to reestablish grade and ensure adequate flow.
- Due to the depth of the existing sewer line, hydraulic shoring will be required within the trench excavation. All OSHA guidelines to be followed during the duration of scope of work.
- Backfill trench. Restoration of landscaping removed during excavation is not included in this proposal.
- **Note:** Underground conditions are unknown. If in the course of doing the excavation, we discover unforeseen situations that require additional work, we will notify you of our findings and review possible solutions and pricing. Such situations include, but are not limited to, the presence of asbestos-cement pipe, concrete or rock or rock-hardened soil in the ground or around underground pipes, contamination, ground water intrusion, cross-connections, buried obstacles, utility lines, non-engineered soils, poor compaction, high
- **Note:** Permits and associated clearances are excluded from this scope and pricing. If a permit is requested by the owner or required by the City or other jurisdictional authority, all permit and permit-related costs will be done on a T&M (time and material) basis in addition to the price given below for this project. These extra costs include, but are not limited to, engineering, drawings, permit

- **Note:** The pricing outlined herein is predicated on the assumption that the soil is free from contamination and suitable for disposal at a local landfill. Should the designated dump site necessitate a soil report or manifest, the client shall bear all costs incurred in obtaining such documentation, and the contractor shall not be liable for any expenses related to compliance with these requirements.
- **Note:** During the excavation process, exterior irrigation lines or small electrical lines may be cut or damaged. Therma will restore small lines if possible, but per our proposal, lines cut or damaged that were not identified by the 811 Locator, is a unknown situation and not covered by this proposal.



Weekday straight time price breakdown:
(Price does not include Overtime)

Labor:.....	\$	26,090.00
Material:.....	\$	5,121.00
Equipment:.....	\$	3,479.00

Straight time grand total for the plumbing scope above: \$ 34,690.00

Initial: RW

Price does not include Overtime

Overtime price breakdown:
(Price does not include premium time)

Labor:.....	\$	36,090.00
Material:.....	\$	5,121.00
Equipment:.....	\$	3,479.00

Overtime grand total for the plumbing scope above: \$ 44,690.00

Initial: RW

Price does not include premium time

- **Note:** This project requires: 2 Days to schedule and procure materials, prior to beginning this project.
- **Note:** This project is expected to take: 4 Day to complete.
- The price above does include time for logistics, gathering material, picking up and returning equipment

Sincerely,

Guadalupe Pattison

To authorize the work, please provide your billing information, a purchase order (if required for billing purposes), and a signed copy of this proposal. You can email the signed proposal to plumbingservice@therma.com. When issuing a contract or purchase order, be sure to reference the quote number below for timely processing. Emailing the contract and/or purchase order to the same address will help ensure a prompt response.

Quote #: 004093-187

Site address: 1625 San Luis Avenue
Mountain View, CA 94043

PRINT NAME: Rebecca Westover

SIGNATURE: [Signature]

DATE: 7-31-25

PURCHASE ORDER: _____

Billing information:

BILL TO: _____

ADDRESS: _____

CITY: _____

AP EMAIL: _____

By signing above, the undersigned acknowledges that they have reviewed the scope of work detailed above, along with the terms and exclusions listed below. They further confirm that they are duly authorized by their company to approve and accept these terms and costs on the company's behalf.

Exclusions, Clarifications, Notes:

- **Straight time:** Therma's normal working hours are Mon-Fri 7:00 a.m.-3:30 p.m.
- **Overtime (time-and-a-half):** Work performed on Saturdays and before or after Therma's normal work hours on weekdays will be charged as overtime hours, including weekends. **Overtime (double time):** Double time rates may apply on Sundays, holidays, and holiday weekends.
- **Standard Exclusions:** Permits, drawings, inspections, handling or disposal asbestos-cement pipe and/or other hazardous materials, wall repair and patching, tile or flooring repair, lawn or landscape repair, concrete repair, asphalt, third-party testing, parking fees, electrical, controls, and engineering are excluded, except as noted and specifically included.
- **If Therma is awarded the project, a mutually agreed-upon schedule will be established prior to the commencement of work. Should delays arise due to causes beyond Therma's reasonable control—whether foreseeable or unforeseeable—such as force majeure events, unknown site conditions requiring additional safety measures or PPE, pandemics, natural disasters, or delays in material and equipment deliveries, Therma shall be entitled to an equitable extension of time to complete its work. Furthermore, if Therma or its subcontractors incur extra costs due to compliance with unforeseen pandemic protocols—such as social distancing, hygiene requirements, access restrictions, or other jobsite conditions—or if the cost of materials or services covered by this proposal increases due to the imposition of new tariffs, taxes, or similar charges after the date of this proposal, the contract price shall be adjusted equitably based on the actual, substantiated increase in costs, as evidenced by supplier statements or other relevant documentation. Therma shall notify the Owner/Contractor of any anticipated cost escalation resulting from these events within a reasonable timeframe after becoming aware of the changes. Under no circumstances shall Therma be liable for consequential, special, or indirect damages incurred by the Owner, Contractor, or any third party due to such delays or cost increases. This provision shall take precedence over any conflicting language in the contract documents, and Therma shall be entitled to adjust the contract sum to reflect these increased costs and seek additional compensation through the change order process, as applicable under the terms of the contract.**
- **Liability:** Therma shall not be held liable for the condition of any aspect of the site or of work not supplied and installed by Therma. Therma's liability is limited to its own negligence, omissions, or misconduct.
- **This scope and pricing is based on having free and clear access to the work area. Additional charges may apply for delays due to circumstances beyond Therma's control and for additional work beyond the original scope.**

Terms:

- **Payment Terms:** Payment in full is due within 30 days of receipt of the invoice. Retention terms do not apply to this project.
- **Legal Fees:** If payment is not made within the agreed-upon timeframe and a dispute arises from or relates to this contract, the Contractor shall be entitled to recover all reasonable legal fees, court costs, and expenses incurred in connection with the dispute, including any appeals.
- **Warranty:** Therma's work is warranted for 90 days. Materials are covered by Manufacturer's warranty and does not include labor costs. Except as set forth in this proposal, the products are provided "as is" without out warranty of any kind, expressed or implied, including, without limitation, any implied warranty for a specific purpose, and Therma expressly disclaims such warranties. If additional warranty is requested by the customer, in writing, Therma can provide a new proposal or a change order to meet the customer's request.

This quote expires August 23 2025

Therma Plumbing Service Department

408.347.3500

plumbingservice@therma.com



Proposal Type: Time & Materials/Not-To-Exceed (T&M/NTE) basis.
Presented by: Guadalupe Pattison
Quote #: 004093-186

1601 Las Plumas Avenue, San Jose, CA 95133, www.therma.com

July 23, 2025

Dalewyn Spinks
Mountain View Whisman School District
1400 Montecito Avenue
Mountain View, CA 94043
650.526.3570 ext. 1187
dspinks@mvwsd.org

Work site address:
460 Thompson Avenue
Mountain View, CA 94043

Re: Monta Loma Sewer Repairs

Dear : Dalewyn

Therma proposes the following work scope and service for your consideration:

- **Scope of Work:**

The price given below covers a **three person** crew for **eight 8-hour days** with equipment and material, to perform the following scope of work below. If more time and/or resources are needed to complete the work, we will review the situation with you and discuss options and pricing. However, the price below does include time for logistics, gathering material, picking up and returning equipment.

- USA 811 requires a 72-hour notice to mark buried utilities. If they indicate the presence of any buried utilities that may interfere with the excavation or other aspects of the work, or if any of the notified agencies indicate permit requirements for the work, we will notify you of our findings and review possible solutions and pricing. In some circumstances, not all utilities can be located. It is possible that unmarked utilities may become damaged. Damaged utilities are considered additional work and will be tracked as Time and Material, if Therma is asked to make the repairs.

Task: 1

- Spot repair within the landscaping, 157ft downstream from Floor Clean Out #1. Excavate and replace a 15ft section of the piping including the joint offset and its connection. Reestablish proper grade to ensure adequate flow.
- Due to the depth of the existing sewer line, hydraulic shoring will be required within the trench excavation. All OSHA guidelines to be followed during the duration of scope of work.
- While trench is open, install two-way clean out.
- Backfill trench. Restoration of landscaping removed during excavation is not included in this proposal.
- **Note:** Underground conditions are unknown. If in the course of doing the excavation, we discover unforeseen situations that require additional work, we will notify you of our findings and review possible solutions and pricing. Such situations include, but are not limited to, the presence of asbestos-cement pipe, concrete or rock or rock-hardened soil in the ground or around underground pipes, contamination, ground water intrusion, cross-connections, buried obstacles, utility lines, non-engineered soils, poor compaction, high water table, etc. These and similar situations are not covered by this proposal.
- **Note:** Permits and associated clearances are excluded from this scope and pricing. If a permit is requested by the owner or required by the City or other jurisdictional authority, all permit and permit-related costs will be done on a T&M (time and material) basis in addition to the price given below for this project. These extra costs include, but are not limited to, engineering, drawings, permit submittals, plan checks, inspections, and any additional design requirements that may be imposed during the plan check or inspections by the City building department or any other agency. Therma can proceed with emergency repairs or replacement at the owners expense. No changes to the system or added fixtures are acceptable by local jurisdictions.
- **Note:** The pricing outlined herein is predicated on the assumption that the soil is free from contamination and suitable for disposal at a local landfill. Should the designated dump site necessitate a soil report or manifest, the client shall bear all costs incurred in obtaining such documentation, and the contractor shall not be liable for any expenses related to compliance with these requirements.

- **Note:** During the excavation process, exterior irrigation lines or small electrical lines may be cut or damaged. Therma will restore small lines if possible, but per our proposal, lines cut or damaged that were not identified by the 811 Locator, is a unknown situation and not covered by this proposal.



Weekday straight time price breakdown:
(Price does not include Overtime)

Labor:.....	\$	22,890.00
Material:.....	\$	4,817.00
Equipment:.....	\$	3,479.00

Straight time grand total for the plumbing scope above: \$ **31,186.00**

Initial: RW

Price does not include Overtime

Overtime price breakdown:
(Price does not include premium time)

Labor:.....	\$	31,290.00
Material:.....	\$	4,817.00
Equipment:.....	\$	3,479.00

Overtime grand total for the plumbing scope above: \$ **39,586.00**

Initial: RW

Price does not include premium time

- **Note:** This project requires: **2** Days to schedule and procure materials, prior to beginning this project.
- **Note:** This project is expected to take: **3** Days to complete.
- The price above does include time for logistics, gathering material, picking up and returning equipment

Sincerely,

Guadalupe Pattison

To authorize the work, please provide your billing information, a purchase order (if required for billing purposes), and a signed copy of this proposal. You can email the signed proposal to plumbingservice@therma.com. When issuing a contract or purchase order, be sure to reference the quote number below for timely processing. Emailing the contract and/or purchase order to the same address will help ensure a prompt response.

Quote #: 004093-186

Site address: 460 Thompson Avenue
Mountain View, CA 94043

Billing information:

PRINT NAME: _____

BILL TO: _____

SIGNATURE: _____

ADDRESS: _____

DATE: _____

CITY: _____

PURCHASE ORDER: _____

AP EMAIL: _____

By signing above, the undersigned acknowledges that they have reviewed the scope of work detailed above, along with the terms and exclusions listed below. They further confirm that they are duly authorized by their company to approve and accept these terms and costs on the company's behalf.

Exclusions, Clarifications, Notes:

- **Straight time:** Therma's normal working hours are Mon-Fri 7:00 a.m.-3:30 p.m.
- **Overtime (time-and-a-half):** Work performed on Saturdays and before or after Therma's normal work hours on weekdays will be charged as overtime hours, including weekends. **Overtime (double time):** Double time rates may apply on Sundays, holidays, and holiday weekends.
- **Standard Exclusions:** Permits, drawings, inspections, handling or disposal asbestos-cement pipe and/or other hazardous materials, wall repair and patching, tile or flooring repair, lawn or landscape repair, concrete repair, asphalt, third-party testing, parking fees, electrical, controls, and engineering are excluded, except as noted and specifically included.
- **If Therma is awarded the project, a mutually agreed-upon schedule will be established prior to the commencement of work. Should delays arise due to causes beyond Therma's reasonable control—whether foreseeable or unforeseeable—such as force majeure events, unknown site conditions requiring additional safety measures or PPE, pandemics, natural disasters, or delays in material and equipment deliveries, Therma shall be entitled to an equitable extension of time to complete its work. Furthermore, if Therma or its subcontractors incur extra costs due to compliance with unforeseen pandemic protocols—such as social distancing, hygiene requirements, access restrictions, or other jobsite conditions—or if the cost of materials or services covered by this proposal increases due to the imposition of new tariffs, taxes, or similar charges after the date of this proposal, the contract price shall be adjusted equitably based on the actual, substantiated increase in costs, as evidenced by supplier statements or other relevant documentation. Therma shall notify the Owner/Contractor of any anticipated cost escalation resulting from these events within a reasonable timeframe after becoming aware of the changes. Under no circumstances shall Therma be liable for consequential, special, or indirect damages incurred by the Owner, Contractor, or any third party due to such delays or cost increases. This provision shall take precedence over any conflicting language in the contract documents, and Therma shall be entitled to adjust the contract sum to reflect these increased costs and seek additional compensation through the change order process, as applicable under the terms of the contract.**
- **Liability:** Therma shall not be held liable for the condition of any aspect of the site or of work not supplied and installed by Therma. Therma's liability is limited to its own negligence, omissions, or misconduct.
- **This scope and pricing is based on having free and clear access to the work area. Additional charges may apply for delays due to circumstances beyond Therma's control and for additional work beyond the original scope.**

Terms:

- **Payment Terms:** Payment in full is due within 30 days of receipt of the invoice. Retention terms do not apply to this project.
- **Legal Fees:** If payment is not made within the agreed-upon timeframe and a dispute arises from or relates to this contract, the Contractor shall be entitled to recover all reasonable legal fees, court costs, and expenses incurred in connection with the dispute, including any appeals.
- **Warranty:** Therma's work is warranted for 90 days. Materials are covered by Manufacturer's warranty and does not include labor costs. Except as set forth in this proposal, the products are provided "as is" without out warranty of any kind, expressed or implied, including, without limitation, any implied warranty for a specific purpose, and Therma expressly disclaims such warranties. If additional warranty is requested by the customer, in writing, Therma can provide a new proposal or a change order to meet the customer's request.

This quote expires August 23, 2025

Therma Plumbing Service Department

408.347.3500

plumbingservice@therma.com

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT
Purchasing Processes and Procedures for Services, Equipment, Materials and Supplies - CHECKLIST

Vendor Name: Therma LLC

***REQUIRED CHECKBOX* for Service Contracts**

- ☒ **MVWSD Independent Contractor for Professional Services Agreement (PSA) completed**
☐ If MVWSD PSA is **NOT** used, explanation with corresponding documents is attached.

☐ **Contract for Professional Services / Special Services**

- ☐ Up to \$50,000, no further steps required.
☐ \$50,001 and above, completed the following items:
☐ _____ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
☐ _____ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.

**If it is advantageous for the district to pursue a particular vendor, a justification can be attached.*

☐ **Contract for Services (NOT Special Services)**

- ☐ Up to \$50,000, no further steps required.
☐ \$50,001 - \$114,799, completed the following items:
☐ _____ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
☐ _____ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
☐ \$114,800 and above, followed the Formal Bid Process in the Purchasing Processes and Procedures document.

☐ **Contract for Architects, Engineers, Construction Project Managers, Environmental Consultants, & Surveyors**

- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document.

☐ **Contract for Waste Services {MOT or CBO}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract for Transportation Services (Bus, Cars, etc.)**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract for Equipment, Materials and Supplies**

- ☐ Up to \$75,000, no further steps required.
☐ \$75,001 - \$114,799, completed the following items:
☐ _____ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
☐ _____ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
☐ \$114,800 and above, followed the Formal Bid Process in the Purchasing Processes and Procedures document.

☐ **Contract for Technology: Computers, Software, Telecommunications Equipment and Other Technology**

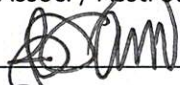
- ☐ Followed the procurement steps for "Equipment, Materials and Supplies."
☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document, plus the procurement steps in that document for Public Contract Code §20118.2.

☐ **Contract for Educational Materials**

- ☐ _____ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
☐ _____ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
☐ Ensured the Board considers, selects and evaluates items through the District's process outlined in Board Policy and Administrative Regulation 6161.1.

☐ Contract for Perishable Foods {Child Nutrition}
☐ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.) ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
☐ Contract Utilizing a "Piggyback Agreement" with Another California Entity {Business Office}
☐ Followed the applicable steps in the Purchasing Processes and Procedures document.
☐ Contract Utilizing CMAS / Other "Leveraged Procurement Agreements" via the CA Dept of Gen Svcs {Business Office}
☐ Followed the applicable steps in the Purchasing Processes and Procedures document.
☐ Contract Utilizing an On-Line /Out-Of-State "Cooperative Purchasing Contracts" {Business Office}
☐ Followed the applicable steps in the Purchasing Processes and Procedures document.
☒ Contract for Construction, Repair and Maintenance {MOT or CBO}
☐ Up to \$75,000, completed the following items: ☐ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.) ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience. ☒ \$75,001 - \$220,000, followed the Informal Bid Process in the Purchasing Processes and Procedures document. ☐ \$220,001 and above, followed the Formal Bid Process in the Purchasing Processes and Procedures document. ☐ Lease-Leaseback, utilized an RFQ, RFQ/P or RFP process with the assistance of legal counsel to ensure compliance with all Board-approved procedures pursuant to Educ. Code §17406. ☐ Design-Build, utilized an RFQ, RFQ/P or RFP process with the assistance of legal counsel to ensure compliance with all procedures pursuant to Educ. Code §§17250.10 et seq. or 17250.60.
☐ Contract for Energy Services That Will Generate Cost Savings
☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document, plus the procurement steps in that document for Government Code §4217.10.
☐ Contract for Emergencies {CBO Only}
☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

Both signatures below are required

Approval by Department Head (Minimum: Manager Level)	Approval by Person with Delegated Authority (Superintendent, CBO, Assoc. / Asst. Superintendent)
Signature: 	Signature: 
Date: July 31, 2025	Date: 31 Jul, 2025
Print Name: Dr. Rebecca Westover	Print Name: Jeffrey Baier
Print Title: Chief Business Officer	Print Title: Superintendent

Checklist not required for school sites