

English Learner Master Plan

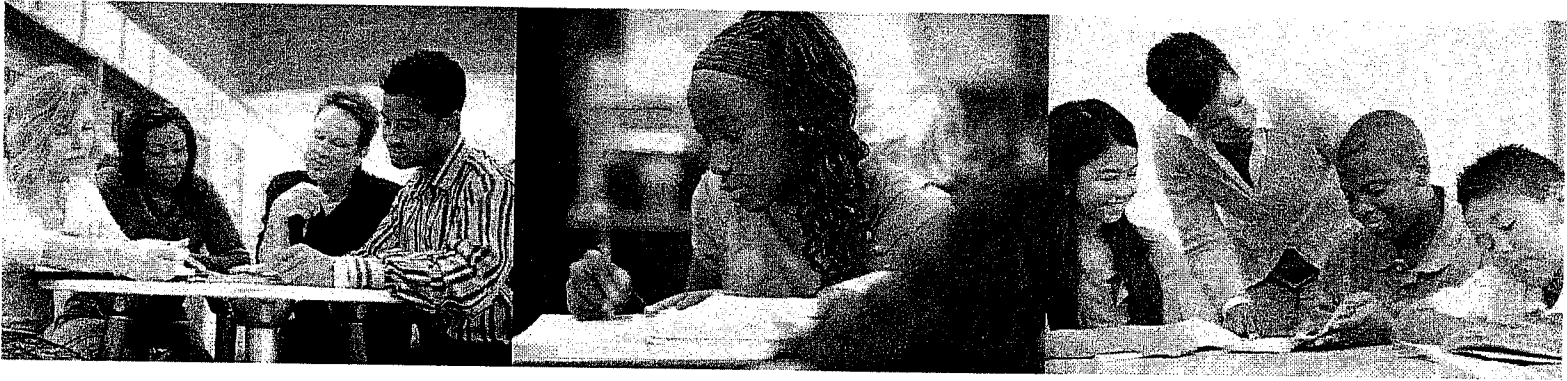
Examples of updates and rationale were made on the following pages:

Page 7	Transitional Kindergarten was added to reflect the change in the state kindergarten program.
Page 14	Specific curriculum programs (i.e., Waterford and High Point, etc.) were replaced with "State and/or district adopted and/or approved standards based materials are utilized" to reflect the curricular changes that will occur due to the State approved State Standards.
Page 26	Specific state testing acronyms (i.e., STAR testing) were replaced with "State Academic Testing".
Page 27	CST was replaced with CAASPP to reflect the change in the state assessment system.
Page 32	Reclassification requirements have been changed due to the transition to CAASPP.
Page 42	The naming of specific data management system (i.e., Edusoft) has been changed to say "Data management system".
Page 59	Developing and implementing student benchmarks during a specific school year (i.e., 2008-09) has been updated so that developing and implementing benchmarks is not tied to a specific school year and represents the ongoing process of assessment review and implementation.
Page 63	Specific school year (i.e., 2008-09) has been removed so that this may be done at annual stakeholder request.
Page 74	Funding language (i.e., EIA/LEP) has been updated to reflect new funding language (LCFF).

Amended Agreement

Proposal for Marysville JUSD
1/15/15

Sheltered Instruction Observation Protocol Model



Pearson

Lisa Larsgaard
925-285-1991
Lisa.Larsgaard@Pearson.com

Executive Summary

Pearson is committed to helping all schools and students, including English Language Learners (ELLs), engage in and meet the rigor of the Common Core State Standards (CCSS), College and Career Readiness (CCR) standards, as well as align with English Language Development (ELD) standards. Our professional learning opportunities address content areas, strategies, and techniques. Across a continuum of support, our customized tools, range of solutions, and levels of service help schools and districts choose the intensity and focus that best match their needs.

The Sheltered Instruction Observation Protocol (SIOP®) Model is a scientifically validated framework for improving the academic achievement of ELLs. Developed by Dr. Jana Echevarría, Dr. MaryEllen Vogt, and Dr. Deborah Short, the SIOP Model helps more than 450,000 educators in US schools teach both content knowledge and language skills in ways that are proven to be more effective for ELLs.

Pearson SIOP Consultants

The SIOP Model professional development uses certified SIOP trainers to help educators learn the SIOP Model, implement the model in their classrooms, build capacity throughout the complex, and improve academic results for ELLs. Districts across the US prefer using Pearson as their only partner in providing SIOP professional development services for the following reasons:

- Our professional development is the only SIOP author-approved training
- We are the exclusive publisher of all SIOP books and the SIOP series
- The SIOP authors review and contribute to our trainings, materials, and development
- Our professional development has various offerings that build towards the overall goal of maintaining fidelity to the SIOP Model and building internal capacity
- We have highly trained staff to deliver staff development
- Several of our consultants have co-presented with the authors at National SIOP Institutes
- Our SIOP manager, an original author-certified SIOP National Faculty, oversees the training, monitoring, and support for all of our educational consultants
- Our last published customer satisfaction ratings for our SIOP professional development rated our consultants 4.7 on a 5-point scale in overall customer satisfaction

Adult-Learner Research

Additionally, Pearson courses rest in a reputable base of adult learner research (Branford, et al, 2000). These themes are reflected throughout the design of Pearson's professional development. They inform both the content of the professional development and the practices used within the professional development activity.





Sheltered Instruction Observation Protocol

Today's administrators and teachers are facing ever-increasing accountability demands. The need for a learning solution that addresses the abilities, learning styles, cultural diversity, and language barriers for all learners, but especially for ELLs, has become essential in classrooms nationwide as we prepare all students to be college and career-ready. Often what is missing is a plan that pulls together sound practices to meet the specific needs of ELLs (Goldenberg, 2004) while improving academic achievement for all students.

The SIOP Model addresses this issue with an instructional framework to assist all students that improves language skills while teaching grade-level content. As a framework, SIOP organizes teaching methods and techniques that have been shown to be effective across grade levels and subject areas. The SIOP Model (Echevarría, Vogt, & Short, 2004) was developed to provide teachers of ELLs with a well-articulated, practical model of sheltered instruction with a clear focus on differentiated instruction.

Meet our ELL Experts

Pearson works with more than 1,000 authors and researchers to bring you practical, evidence-based professional development programs and resources. Our close association with key authors and architects of teaching approaches for ELLs verifies that the spirit and pedagogical approach of the initiative is embodied in our educational materials, assessments, and professional development. Some of the ELL experts we work with include the following:

ELL Experts			
			
Jim Cummins ELL Consultant	Maryellen Vogt SIOP Author	Jana Echevarria SIOP Author	Deborah J. Short SIOP Author

Research and Validity

SIOP is a research-based observation instrument that has been shown to be a valid and reliable measure of sheltered instruction (Guarino et al., 2001). SIOP is also used as a model for lesson planning and implementation of high-quality sheltered instruction. All features of the SIOP Model are aligned with current research on instruction for ELLs.

In a study examining the effects of the SIOP Model on student achievement, students whose teachers implemented the SIOP Model to a high degree in middle school classes outperformed those students in sheltered classes whose teachers were unfamiliar with the model. For more information on this study, please refer to this paper: [SIOP Institute](#).

4

A list of SIOP research references is available at the following link: [SIOP Research References](#)

The SIOP Model

The SIOP Model is viewed as an umbrella under which instructional programs and methods adopted for instruction can reside. The SIOP Model framework brings content area instructional materials, methods, strategies, and techniques into an effective practice to meet the needs of ELLs and all students.

The SIOP Model has eight components and 30 features. Using these components and features, teachers and other instructional staff will observe other professionals and assess the level of sheltered instruction provided during the class lesson. The observation information gathered will be used to rate the implementation of sheltered instruction practices and to refine the teachers' use of the components and features to improve the planning and delivery of classroom lessons.

The SIOP Model helps teachers prepare an appropriate lesson plan using instructional programs, materials, and standards across the content areas that shelter and expand instruction to better meet the needs of ELLs in their classrooms. The following figure provides the features for each of the eight components.

Component	Features
Lesson Preparation	<ul style="list-style-type: none"> Clearly defined content objectives for students Clearly defined language objectives for students Content concepts appropriate for age and educational background level of students Supplemental materials used to a high degree, making the lesson clear Adaptation of content for all levels of student proficiency Meaningful activities that integrate lessons
Building Background	<ul style="list-style-type: none"> Concepts linked to student's background Concepts linked to past learning Key vocabulary emphasized
Comprehensible Input	<ul style="list-style-type: none"> Speech appropriate for student's proficiency level Clear explanation of academic tasks Uses a variety of techniques to make content concepts comprehensible
Strategies	<ul style="list-style-type: none"> Provides ample opportunities to use strategies Consistent use of scaffolding techniques throughout the lesson, assisting, and supporting student understanding. Uses a variety of question types, including those that promote higher-order thinking skills
Interaction	<ul style="list-style-type: none"> Frequent opportunities for interaction and/or between teacher/student and among students that encourage elaborated responses about lesson concepts. Grouping configurations that support language and content objectives of the lesson. Sufficient wait time for student response Ample opportunities for students to clarify key concepts in the primary language with aide, peer, or primary language text.

Component	Features
Practice and Application	<ul style="list-style-type: none"> Provides hands-on materials and/or manipulatives for students to practice using new content knowledge Provides activities for students to apply content and language knowledge in the classroom Uses activities for students to apply content and language knowledge
Lesson Delivery	<ul style="list-style-type: none"> Content objectives clearly supported by Lesson delivery Language objectives clearly supported by lesson delivery Students engaged approximately 90%–100% of the period Lesson pacing appropriate to students' ability level
Review and Assessment	<ul style="list-style-type: none"> Comprehensive review of key vocabulary Key concepts review Regular feedback on student output Assessment of objectives throughout the lesson

SIOP Model Features. The SIOP Model helps teachers prepare an appropriate lesson plan to better meet the needs of ELLs.

Pearson's Outcomes-Focused Suite of Professional Services

Pearson provides teachers and administrators the training and support needed to effectively implement the SIOP Model. The program supports teachers in their content area and is coupled with follow-up to deepen their understanding of the model and to teach how they can effectively use it to refine language objectives and lesson plans.

Services within the program help participants implement robust sheltered instruction lessons in their educational setting by accomplishing the following:

- Building collaborative sessions with fellow educators to reflect and improve sheltered instruction
- Observing our experts and being coached in techniques to improve lesson delivery and implementation
- Gaining insight on how best to apply what was learned to their own educational setting

Fidelity of implementation as well as measurability of its impact on teachers and students can be observed and measured when teachers and other instructional staff observe other professionals and assess the level of sheltered instruction provided during the class lesson using the SIOP Protocol.

The program also offers training for administrators to further support consistency in implementing the SIOP Model across schools within the district:

- Educators gain motivation and knowledge of how to teach ELLs. Participants get a deeper understanding of ELL issues and the research supporting the instructional approach to meet their needs.
- Educators gain a greater understanding of the eight components through the Component Enrichment service. Each component is explained in greater detail and additional interactive strategies are used to increase transfer of knowledge.

- Educators transfer knowledge into practice through Implementation Enrichment consisting of observation and coaching or consultation with campus administrators. These services within the program are designed to be more sustaining and support teachers in classroom implementation.
- Educators learn how to use the observation protocol to observe, assess, and review lessons, as well as language objectives in SIOP Training for Teachers. As a result, these plans can be continuously improved to develop the most robust sheltered lesson for the classroom. Plans are often discussed and shared among teachers so curriculum area instruction can be improved.

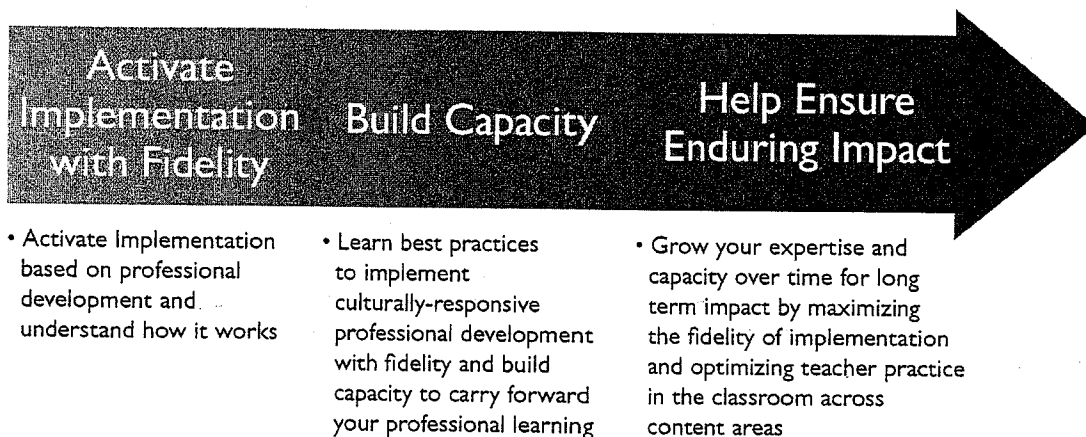
SIOP programs are designed to support educators with extensive follow-up options while building strong communication between Pearson staff and your staff. The feedback obtained helps to meet your expectations and deliver a cohesive model.

Schools and districts may find that their ELL students struggle with mathematics, or to read and write at grade level, or need additional time to complete the same coursework as their peers. Because ELL students face the challenge of becoming proficient in English as well as in each content area, they must do “double the work” that native English-speaking students do*. Our programs help teachers help their ELL students confront and best this layered challenge.

Educators participating in professional development and training from Pearson will be able to deliver research-based, content-rich, effective lessons that are based on best practices. Our experience, deep and broad-reaching support services, and highly-qualified education consultants provide best practices for an effective, efficient implementation process.

Response to Intervention for English Language Learners

Pearson provides a wide range of research-based professional development services to support Response to Intervention (RtI) in an elementary, middle, or high school setting which address the specific needs of ELLs. Our training is designed to show teachers of ELL students how and when to use assessments, how to identify critical intervention points, and how to adjust instruction to different needs.



* Deborah J. Short and Shannon Fitzsimmons, Double the Work: Challenges and Solutions to Acquiring Language and Academic Literacy for Adolescent English Language Learners--A Report to Carnegie Corporation of New York (Washington DCL Alliance for Excellent Education, 2007).

Collaborating on a Road Map

7

Sample Activation Road Map					
Focus—Teachers and Administrators receive training and support to: <ul style="list-style-type: none"> Learn and understand the SIOP Model Implement successfully in the classroom Understand and incorporate best practices to improve ELL student results 					
Service	Pre-Implementation	Year 1 Semester 1	Year 1 Semester 2	Year 2 Semester 1	Year 2 Semester 2
				Continue to support and develop implementation	Continue to support and develop implementation
Diagnostic & Research Services: Pre and Post Surveys	Pre-surveys		post-surveys		Post-surveys
Training for Administrators					
Training for Teachers <ul style="list-style-type: none"> Pre-K and Kindergarten Elementary Secondary 					
Training for Math Teachers					
Two-Way Immersion Training for Teachers					
Lesson Coaching & Modeling					
Component Enrichment					
SIOP National Conference					

8

Sample Build Capacity Road Map

Focus—Teachers and Administrators and In-District Coaches receive training and support to:

- Learn and understand the SIOP Model
- Implement successfully in the classroom with the support of coaches
- Understand and incorporate best practices to improve ELL student results

Service	Pre-Implementation	Year 1 Semester 1	Year 1 Semester 2	Year 2 Semester 1	Year 2 Semester 2
				Continue to support and develop implementation	Continue to support and develop implementation
Diagnostic & Research Services: Pre and Post Surveys	Pre-surveys		post-surveys		Post-surveys
Training for Administrators					
Training for Teachers					
Coaching & Implementation					
Assessment for Learning with English Learners					
Using the SIOP Model with Newly Arrived Students					
Lesson Coaching and Modeling					
Component Enrichment					
SIOP National Conference					

Sample Sustainability Road Map

Focus—Teachers and Administrators and In-District Coaches receive training and support to:

- Learn and understand the SIOP Model
- Implement successfully in the classroom with support from coaches
- Understand and incorporate best practices to improve ELL student results
- Build sustainable capacity throughout the District

Service	Pre-Implementation	Year 1 Semester 1	Year 1 Semester 2	Year 2 Semester 1	Year 2 Semester 2
				Continue to support and develop implementation	Continue to support and develop implementation
Consultation with Leaders					
Diagnostic & Research Services: Pre and Post Surveys	pre surveys		post surveys		post surveys
Training for Administrators					
Training for Teachers					
Coaching & Implementation					
Coaching & Observation					
Lesson Coaching and Modeling					
Inter-Rater Reliability Training					
Component Enrichment					
Lesson Preparation: Focus on Language Acquisition					
SIOP National Conference					

Based on discussions with Lisa Larsgaard, below is a list of the workshops we recommend for the Sample Activation Implementation Road Map that will help your teachers and administrators implement SIOP with fidelity and put your students on the road to success.

Activation Professional Development Recommendations			
Name of Service Training Options	Delivery details and Cohort Size	Description	Materials
Diagnostic & Research Services: Pre and Post Surveys Available: <ul style="list-style-type: none"> Online 	15 minutes	Pre-Post Surveys are fifteen-minute online surveys that measure educators' perceptions of instructional practices, content knowledge, pedagogical content knowledge, and effectiveness of professional development (PD). Findings from the surveys can be used to gauge the effectiveness of SIOP implementation and to guide follow-up PD.	<ul style="list-style-type: none"> N/A
Training for Administrators Available: <ul style="list-style-type: none"> Face to Face (FtF) Online 	6 hours Up to 30 participants <hr/> 11 sessions: 4 live, 7 self-paced <hr/> Up to 50 participants	Administrators will learn about the SIOP Model and how it can improve instruction for all students, including ELLs. Outcomes By the end of this workshop, participants will be able to: <ul style="list-style-type: none"> Develop an understanding of the general needs of ELLs and discuss ELL needs that are specific to their school or district Gain an understanding of the components of the SIOP Model Consider the possible roles that coaches and administrators can play in supporting teachers in implementing the SIOP Model 	<ul style="list-style-type: none"> The SIOP Model for Administrators <i>Making Content Comprehensible for ELLs: The SIOP Model</i> SIOP Training for Administrators' Participant Workbook <p>NOTE: District customers have the option to purchase the VI + hard copy of the text.</p>

Activation Professional Development Recommendations

Name of Service Training Options	Delivery details and Cohort Size	Description	Materials
Training for K-12 Teachers Available: <ul style="list-style-type: none"> ■ FtF ■ Online ■ Blended 	3 6-hour days Up to 30 participants <hr/> 11 sessions: 4 Live 7 self-paced up to 50 participants <hr/> Option A 2 days FTF 2 hours virtual training with same consultant <hr/> Option B 1 day FTF 8 session: 3 live with same consultant 5 self-paced Up to 30 participants	Teachers will learn about the SIOP Model and how it can be effective for helping educators to teach ELLs. Outcomes By the end of the workshop, participants will be able to do the following: <ul style="list-style-type: none"> ■ Understand the SIOP components and features ■ Practice each of the eight components ■ Develop an understanding how the SIOP Model may be incorporated into lesson planning 	<ul style="list-style-type: none"> ■ <i>Making Content Comprehensible for ELLs: The SIOP Model</i> ■ SIOP Training for Teachers Participant Workbook NOTE: The Participant Workbook is tailored to the delivery format.
Training for pre-K and Kindergarten Teachers Available: <ul style="list-style-type: none"> ■ FtF 	3 6-hour days Up to 30 participants	Teachers will learn about the SIOP Model and how it can be effective for helping pre-K and Kindergarten teachers to teach ELs. Outcomes By the end of the workshop, participants will be able to do the following: <ul style="list-style-type: none"> ■ Explain the eight factors that affect second-language acquisition ■ Identify the components and features of the SIOP Model ■ Observe and practice each of the eight components ■ Incorporate the SIOP Model into lesson planning 	<ul style="list-style-type: none"> ■ <i>Using SIOP with Pre-K and Kindergarten English Learners</i> ■ SIOP Training for Pre-K and Kindergarten Teachers Participant Workbook

12

Activation Professional Development Recommendations			
Name of Service Training Options	Delivery details and Cohort Size	Description	Materials
Training for Elementary Teachers (K-5) Available: ■ FtF	3 6-hour days Up to 30 participants	Teachers will learn about the SIOP Model and how it can be effective for helping elementary educators to teach ELLs. Outcomes By the end of the workshop, participants will be able to do the following: ■ Understand the SIOP components and features ■ Practice each of the eight components Develop an understanding how the SIOP Model may be incorporated into lesson planning	■ <i>Making Content Comprehensible for Elementary English Learners: The SIOP Model (2E)</i> ■ SIOP Training for Elementary Teachers Participant Workbook
Training for Secondary Teachers (6-12) Available: ■ FtF	3 6-hour days Up to 30 participants	Teachers will learn about the SIOP Model and how it can be effective for helping secondary educators to teach ELLs. Outcomes By the end of the workshop, participants will be able to do the following: ■ Understand the SIOP components and features ■ Practice each of the eight components Develop an understanding how the SIOP Model may be incorporated into lesson planning	■ <i>Making Content Comprehensible for Secondary English Learners: The SIOP Model (2E)</i> ■ SIOP Training for Secondary Teachers Participant Workbook
Training for Math Teachers Available: ■ FtF	3 6-hour days Up to 30 participants	Teachers will learn about the SIOP Model and how it can be effective for helping educators to teach ELLs. Outcomes By the end of the workshop, participants will be able to do the following: ■ Understand the SIOP components and features ■ Practice each of the eight components Develop an understanding how the SIOP Model may be incorporated into lesson planning	■ <i>Making Content Comprehensible for English Learners: The SIOP Model (4E)</i> ■ SIOP Training for Math Teachers Participant Workbook

13

Activation Professional Development Recommendations			
Name of Service Training Options	Delivery details and Cohort Size	Description	Materials
Two-Way Immersion Training for Teachers Available: ■ FtF	3 6-hour days Up to 30 participants	Teachers will gain an in-depth understanding of the components of the SIOP Model and strategies to implement it in two-way immersion or dual-language schools and classrooms. This workshop addresses Cultural Responsive Teaching. Outcomes By the end of the workshop, participants will be able to do the following: <ul style="list-style-type: none"> ■ Understand the SIOP components and features as they relate to two-way immersion or dual language ■ Observe and practice each of the components with a special focus on two key features including modifications for cultural objectives, known to be important in two-way immersion settings. ■ Develop an understanding of how SIOP and Two-Way Immersion is incorporated into lesson planning 	<ul style="list-style-type: none"> ■ <i>Making Content Comprehensible for English Learners: The SIOP Model (4E).</i> ■ SIOP and Two-Way Immersion Training for Teachers Participant Workbook
Lesson Coaching and Modeling Available: ■ FtF	5 6 hour days Up to 20 educators, coaches, specialists	In the SIOP Lesson Coaching and Modeling approach, a group of teacher teams and a Pearson Educational Consultant, meet to revise and refine a lesson that is tied to the overall goal of demonstrating effective teaching techniques which lead to increased student achievement. <ul style="list-style-type: none"> ■ Day 1 Consultant observes the four classrooms of the Co-Teachers ■ Day 2: Consultant facilitates the revision or refinement of a lesson with each of the four teacher teams during their planning period ■ Day 3: Consultant co-teaches with the designated teacher from each teacher group while the remainder observe the lesson ■ Day 4: Consultant debriefs each of the four teacher teams during their planning period ■ Day 5: Consultant demonstrates teaching activities or techniques in classrooms during the morning and meets with the administration in the afternoon 	<ul style="list-style-type: none"> ■ <i>99 Ideas and Activities for Teaching ELLs with the SIOP Model</i>

Activation Professional Development Recommendations			
Name of Service Training Options	Delivery details and Cohort Size	Description	Materials
Component Enrichment: <ul style="list-style-type: none"> ▪ Lesson Preparation ▪ Building Background ▪ Comprehensible Input ▪ Practice and Application ▪ Strategies ▪ Interaction ▪ Lesson Delivery ▪ Review and Assessment <p>Available:</p> <ul style="list-style-type: none"> ▪ FtF ▪ Self-Paced Online ▪ Fused Online 	<p>6 hours per component</p> <p>up to 30 educators</p> <p>3 hours seat time per component</p> <p>Six hours of seat time including 3 hours of live webinars</p>	<p>Teachers and Coaches will deepen their understanding of the features of each SIOP component.</p> <p>Outcomes</p> <p>By the end of each workshop, participants will be able to:</p> <ul style="list-style-type: none"> ▪ Discuss implementation challenges related to the SIOP Model ▪ Review the research and features of the components ▪ Discuss ways to effectively implement features and prepare to incorporate SIOP components into their lesson planning 	<p><i>99 Ideas and Activities for Teaching ELLs with the SIOP Model</i></p> <p>Appropriate Component Participant Workbook</p>
SIOP National Conference	<u>SIOP National Conference Information and Dates</u>	Two-day event featuring all three SIOP® authors that will present best practices and research-proven strategies to help SIOP® users further their implementation results.	NA

Based on discussions with Lisa Larsgaard, below is a list of the workshops we recommend for the Sample Build Capacity Implementation Road Map that will help your teachers and administrators implement SIOP with fidelity and put your students on the road to success.

Build Capacity Implementation Professional Development Recommendations			
Name of Service Training Options	Type of Service and Cohort Size	Description	Materials
Assessment for Learning with English Learners Prerequisite: Training for Teachers Available: <ul style="list-style-type: none"> ▪ FtF 	2 6 hour days Up to 30 educators, ELL coordinators, literacy coaches	While focusing on SIOP's Review and Assessment component and corresponding features, participants will gain a clear understanding of the five keys to classroom assessment quality as defined by the Assessment Training Institute (ATI) team. Outcomes Participants will be able to do the following: <ul style="list-style-type: none"> ▪ Understand the keys to assessment quality for English learners ▪ Understand assessment for learning practice ▪ Differentiate formative and summative assessment types of assessment and their uses with English learner 	<ul style="list-style-type: none"> ▪ Developing Balanced Assessment Systems: Seven Essential Actions for Schools and Districts DVD ▪ Assessment for Learning with ELs Participant Workbook
Using the SIOP Model with Newly Arrived Students Prerequisite: Training for Teachers Available: <ul style="list-style-type: none"> ▪ FtF ▪ Fused Online 	1 6 hour day Up to 30 participants 5 sessions: 2 live online 3 self-paced	Teachers will discover how the SIOP Model instruction can be implemented in classroom with newcomer students. This workshop is designed for teachers already familiar with the SIOP Model's components and features. Outcomes Participants will be able to do the following: <ul style="list-style-type: none"> ▪ Plan SIOP lessons for students with low literacy skills and newcomer level language skills ▪ Incorporate basic language and literacy instruction in lessons ▪ Determine appropriate scaffolds for making content comprehensible to newcomer students 	<ul style="list-style-type: none"> ▪ There is no textbook with this training. ▪ Using SIOP with Newly Arrived Students Participant Workbook

16

Build Capacity Implementation Professional Development Recommendations			
Name of Service Training Options	Type of Service and Cohort Size	Description	Materials
Coaching & Implementation Available: ■ FtF	2 6 hours Up to 30 educators, ELL coordinators, literacy coaches	Participants begin to develop the capacity to support their teachers in implementing the SIOP Model. Outcomes By the end of the program participants will be able to do the following: ■ Identify features that may be challenging to implement ■ Consider a range of approaches to coach the SIOP model ■ Learn how to use SIOP protocol to address specific teacher needs	■ <i>Implementing the SIOP Model Through Effective Professional Development and Coaching</i> ■ Coaching and Implementation Participant Workbook

Based on discussions with Lisa Larsgaard, below is a list of the workshops we recommend for the Sample Sustainability Implementation Road Map that will help your teachers and administrators implement SIOP with fidelity and put your students on the road to success.

Sustainability Professional Development Recommendations			
Name of Service Training Options	Type of Service and Cohort Size	Description	Materials
Consultation with Leaders Available: ■ FtF	6 hours up to 30 school and district leaders	Work with a SIOP Consultant to facilitate key discussions among school and district administrators regarding SIOP implementation. The goal of this consultation session is to identify solutions that are appropriate for the specific schools and districts being supported.	■ N/A

Sustainability Professional Development Recommendations			
Name of Service Training Options	Type of Service and Cohort Size	Description	Materials
Coaching & Observation Available: ■ FtF	2 6-hours Up to 10 educators, specialists, coaches, administrators, staff development specialists	This workshop will develop and advance the skills of coaches to do the following: <ul style="list-style-type: none"> ■ Offer feedback to SIOP teachers. ■ Discuss factors related to ensuring effective implementation. ■ Use the SIOP protocol to observe, discuss, and reach consensus on a SIOP lesson Participating coaches go through the entire process of observing, conferencing, and coaching with a Pearson SIOP consultant, first observing the consultant conduct conferences. Coaches then have the opportunity to practice their own pre-observation conference, classroom observation, reflection with coaches, and then post-observation discussion with the teacher	N/A
Inter-Rater Reliability Available: ■ FtF ■ Online	2 6 hours up to 6 participants 1 session up to 30 participants	The goal is for participants to calibrate their ratings with a SIOP expert as a means to establish acceptable levels of inter-rater reliability. Participants will either rate lessons in live classrooms or use video lesson (customer can choose). Once inter-rater reliability is established between the SIOP Consultant and the observers, raters can then independently observe classrooms to collect SIOP protocol data Outcomes By the end of the workshop, participants will be able to do the following: <ul style="list-style-type: none"> ■ Become familiar with the SIOP protocol observation process ■ Apply understanding of the SIOP protocol to observe and rate six classrooms ■ Rate in writing, share, and orally discuss their observations using the SIOP Protocol ■ Resolve inter-rater discrepancies by evaluating and discussing their observations using the SIOP Model's eight components and 30 features 	■ The SIOP Model Flipbook: A Tool for Administrators, Coaches and Teachers

Sustainability Professional Development Recommendations			
Name of Service Training Options	Type of Service and Cohort Size	Description	Materials
Lesson Preparation: Focus on Language Acquisition Available: ■ FtF ■ Fused Online	6 hours per component up to 30 educators Six hours of seat time including 3 hours of live webinars	<p>Explore Lesson Preparation component with a unique focus on Language Acquisition. During this workshop, participants review the research base for the component as well as critical research on language acquisition to deepen their understanding of the processes students go through when acquiring a language. Participants examine the Common Core State Standards' call for increased focus on the linguistic needs of students to foster success when promoting the language development of all of their students, especially English learners. Lesson planning time allows participants to work together, jointly writing a SIOP® lesson under the supervision of the SIOP® Consultant. In addition, group discussions and activities emphasize ways to effectively implement the Lesson Preparation features with a focus on language development.</p> <p>Outcomes</p> <p>By the end of the workshop, participants will be able to do the following:</p> <ul style="list-style-type: none"> ■ Deepen their understanding of the Lesson Preparation features with a focus on integrating language development techniques. ■ Learn how to create effective lessons that incorporate those features. ■ Prepare their lessons implementing strategies that support English language development. 	<p><i>99 Ideas and Activities for Teaching English Learners with the SIOP Model</i></p> <p>Lesson Preparation Component Enrichment: Focus on Language Acquisition Participant Workbook</p>

Based on discussions with Lisa Larsgaard, below is a list of additional workshops we recommend to compliment the Sample Implementation Road Maps that will help your teachers and administrators implement SIOP with fidelity and put your students on the road to success.

Additional Professional Development Recommendations			
Name of Service Training Options	Type of Service and Cohort Size	Description	Materials

Additional Professional Development Recommendations			
Name of Service Training Options	Type of Service and Cohort Size	Description	Materials
Observation and Feedback	2 6 hours up to 4 teacher observations/peer	<p>A SIOP Consultant will come to a school site to observe teachers, provide feedback, and complete the SIOP protocol during this two-day workshop.</p> <p>Outcomes By the end of the program, participants will be able to do the following:</p> <ul style="list-style-type: none"> ▪ Develop and teach a SIOP lesson that focuses on one or two specified components ▪ Identify further support and/or training needed in order to successfully implement the SIOP Model ▪ Discuss with the SIOP Service Consultant the level of implementation of the SIOP components observed in the lesson 	<ul style="list-style-type: none"> ▪ SIOP Observation and Feedback Teacher Preparation Packet ▪ SIOP Observation and Feedback Administrator Preparation Packet ▪ Cover Letter to Administrators ▪ SIOP Observation and Feedback Cover Letter Template ▪ SIOP Observation and Feedback Individual Lesson Feedback Form ▪ SIOP Observation and Feedback Data Collection Form ▪ SIOP Observation and Feedback Ratings Notes Form ▪ SIOP Observation and Feedback Summary for Administrators Form ▪ SIOP Observation and Feedback Summary Meeting Agenda Template

Additional Professional Development Recommendations			
Name of Service Training Options	Type of Service and Cohort Size	Description	Materials
Mathematics Component Enrichment <ul style="list-style-type: none"> ▪ Lesson Preparation ▪ Building Background ▪ Comprehensible Input ▪ Strategies ▪ Interaction ▪ practice and Application ▪ Lesson Delivery ▪ Review and Assessment <p>Available:</p> <ul style="list-style-type: none"> ▪ FtF 	<p>6 hours per Component</p> <p>up to 30 educators</p>	<p>Each session helps educators deepen their understanding of the features of each SIOP component.</p> <p>Outcomes</p> <p>By the end of this training, participants will be able to do the following:</p> <ul style="list-style-type: none"> ▪ Deepen their understanding of the features of each component in effective English language arts instruction ▪ Learn how to create effective English language arts lessons that incorporate those SIOP features ▪ Discuss ways to effectively implement features and prepare to incorporate SIOP components into their lesson planning 	<p><i>The SIOP Model for Teaching Mathematics to ELLs</i></p> <p>Appropriate Mathematics Component Participant Workbook</p>
ELA Component Enrichment <ul style="list-style-type: none"> ▪ Lesson Preparation ▪ Comprehensible Input ▪ Strategies <p>Available:</p> <ul style="list-style-type: none"> ▪ FtF 	<p>6 hours per component</p> <p>up to 30 educators</p>	<p>Each session helps educators deepen their understanding of the features of each SIOP component.</p> <p>Outcomes</p> <p>By the end of this training, participants will be able to do the following:</p> <ul style="list-style-type: none"> ▪ Deepen their understanding of the features of each component in effective English language arts instruction ▪ Learn how to create effective English language arts lessons that incorporate those SIOP features ▪ Discuss ways to effectively implement features and prepare to incorporate SIOP components into their lesson planning 	<p><i>The SIOP Model for Teaching English/ Language Arts to ELLs</i></p> <p>Appropriate ELA Component Participant Workbook</p>

21

Summary

Our SIOP expert trainers and scientifically validated programs help administrators build EL teaching capacity throughout the district. In many districts, our valuable instructional strategies are benefiting the student body at large, with an impact that extends beyond EL teachers' and students.

Pearson's professional development approach integrates instruction, assessment, and professional development so teachers learn how to teach content and language at the same time to improve student performance across the curriculum. Only Pearson can provide the depth of knowledge and range of offerings seen in our professional development programs.

To discuss how these professional development options will work best, contact your Pearson representative, Lisa Larsgaard. Working together, your Pearson team will work with you to meet the Common Core State Standards and help ELL students apply successfully their knowledge on the performance-based tasks that characterize the new assessments.

About Pearson

Pearson reaches students and changes lives by improving the quality of instruction in all classrooms, enabling states, districts, schools, and teachers to navigate fundamental and dramatic shifts in instructional leadership and classroom practices. We develop and deliver trusted, relevant, research-proven comprehensive services around our innovative and targeted professional development services, instructional solutions and materials, and education technologies. All of our comprehensive services are aligned with and help schools meet the CCSS and CCR. They empower and engage students to help them meet and sustain the highest achievement standards, no matter where they start.

ALWAYS LEARNING		PEARSON	
Professional Development Summary Sheet			
School/District	Marysville JUSD		
Address	1919 B Street, Marysville, CA 95901		
Contact	Lennie Tate, Director of Ed. Services		
Phone	(530) 749-6902	FAX	
Email	ltate@mjuds.com		

ISBN		Format	Units	Price	Total
112992	SIOP® Training for Teachers, 3 days	On-site		\$15,000	
112990	SIOP® Training for Administrators, 1 day	On-site	2	\$5,000	\$10,000
119520	SIOP® and Two-Way Immersion Training for Teachers, 3 Days	On-site		\$15,000	
SIOP® Component Enrichment, 1 Day					
113005	Lesson Preparation	On-site		\$5,000	
113001	Building Background	On-site		\$5,000	
113002	Comprehensible Input	On-site		\$5,000	
113008	Strategies	On-site		\$5,000	
113003	Interaction	On-site		\$5,000	
113006	Practice and Application	On-site		\$5,000	
113004	Lesson Delivery	On-site		\$5,000	
113007	Review and Assessment	On-site		\$5,000	
SIOP® English Language Arts Component Enrichment, 1 Day					
116848	ELA Lesson Preparation	On-site		\$5,000	
116857	ELA Comprehensible Input	On-site		\$5,000	
116874	ELA Strategies	On-site		\$5,000	
SIOP® Mathematics Component Enrichment, 1 Day					
113009	Math Lesson Preparation	On-site		\$5,000	
113010	Math Building Background	On-site		\$5,000	
113011	Math Comprehensible Input	On-site		\$5,000	
116856	Math Strategies	On-site		\$5,000	
116862	Math Interaction	On-site		\$5,000	
116873	Math Practice and Application	On-site		\$5,000	
116847	Math Lesson Delivery	On-site		\$5,000	
116863	Math Review and Assessment	On-site		\$5,000	
119517	SIOP® and Assessment for Learning with English Learners, 2 Days	On-site		\$10,000	
119507	SIOP® Lesson Preparation Component Enrichment: Language Acquisition, 1 Day	On-site		\$5,000	
119488	Developing Academic Language, 1 Day	On-site		\$5,000	
120983	SIOP® and Next Generation Teaching for English Learners, 1 Day	On-site		\$5,000	
119509	Using SIOP® with Newly Arrived Students, 1 Day	On-site		\$5,000	
114023	SIOP® Lesson Coaching and Modeling, 5 Days/Cohort of 20 or less	On-site		\$25,000	

24

Marysville JUSD| SIOP

ISBN		Format	Units	Price	Total
112996	SIOP® Coaching an Implementation, 2 Days	On-site		\$10,000	
112998	SIOP® Observation and Feedback, 2 Days/4 Observations per day	On-site		\$10,000	
112997	SIOP® Coaching and Observation, 2 Days	On-site		\$10,000	
112999	SIOP® Consultation with Leaders, 1 Day	On-site		\$5,000	
				TOTAL	\$10,000
<i>The maximum number of participants per session is thirty (30) unless otherwise noted.</i>					

AGM	Kerry Maxedon	SS	Lisa Larsgaard
Phone	209-304-6223	Phone	925-285-1991
Email	Kerry.Maxedon@Pearson.com	Email	Lisa.Larsgaard@Pearson.com
Date	1/15/15		

Session Details:**District Signature:**

Ryan DiGiulio
Assistant Superintendent of Business Services
Marysville Joint Unified School District

How to Order:

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FAX: 877-260-2530
Email: k12cs@custhELLp.com

25

Original Approved Agreement



AGREEMENT

THIS AGREEMENT ("Agreement") is by and between NCS Pearson, Inc., a Minnesota corporation, having offices located at 3075 W Ray Road, Suite 200, Chandler, AZ 85226 ("Pearson"), and the school, school district or other entity executing this Agreement below ("Customer").

WHEREAS, Pearson desires to provide to Customer, and Customer desires to obtain from Pearson, certain Pearson products and/or services;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Pearson shall make available the Pearson products and/or services set forth on the attached proposal. All products and services are provided to Customer pursuant to Pearson's standard terms and conditions as set forth in the proposal.
2. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but which all together shall be deemed to constitute one and the same instrument. Transmission and receipt of this Agreement via facsimile or other electronic means shall be treated as original signatures for all purposes hereof and shall have the same legal effect as receipt of the original executed document by mail or any other acceptable means of delivery.

IN WITNESS WHEREOF, Pearson and Customer have caused this Agreement to be executed by their duly authorized representatives as of the date of the last signature below.

CUSTOMER:

Customer Name: Marysville Joint Unified SD

Signature: _____

Name: _____

Ryan DiGiulio

Title: _____

Assistant Superintendent of Business Services

Date: _____

12/9/14

Customer Address: _____

Address: _____

NCS PEARSON, INC.

Signature: _____

FF23B73BC5354DA
Matt Stricker
DocuSigned By: Matt Stricker

Name: _____

Matt Stricker

Title: _____

Vice President - Finance

Date: _____

November 21, 2014

Proposal for Marysville JUSD
11/18/14

Sheltered Instruction Observation Protocol Model



Pearson

Lisa Larsgaard
925-285-1991
Lisa.Larsgaard@Pearson.com

Executive Summary

Pearson is committed to helping all schools and students, including English Language Learners (ELLs), engage in and meet the rigor of the Common Core State Standards (CCSS), College and Career Readiness (CCR) standards, as well as align with English Language Development (ELD) standards. Our professional learning opportunities address content areas, strategies, and techniques. Across a continuum of support, our customized tools, range of solutions, and levels of service help schools and districts choose the intensity and focus that best match their needs.

The Sheltered Instruction Observation Protocol (SIOP®) Model is a scientifically validated framework for improving the academic achievement of ELLs. Developed by Dr. Jana Echevarría, Dr. MaryEllen Vogt, and Dr. Deborah Short, the SIOP Model helps more than 450,000 educators in US schools teach both content knowledge and language skills in ways that are proven to be more effective for ELLs.

Pearson SIOP Consultants

The SIOP Model professional development uses certified SIOP trainers to help educators learn the SIOP Model, implement the model in their classrooms, build capacity throughout the complex, and improve academic results for ELLs. Districts across the US prefer using Pearson as their only partner in providing SIOP professional development services for the following reasons:

- Our professional development is the only SIOP author-approved training
- We are the exclusive publisher of all SIOP books and the SIOP series
- The SIOP authors review and contribute to our trainings, materials, and development
- Our professional development has various offerings that build towards the overall goal of maintaining fidelity to the SIOP Model and building internal capacity
- We have highly trained staff to deliver staff development
- Several of our consultants have co-presented with the authors at National SIOP Institutes
- Our SIOP manager, an original author-certified SIOP National Faculty, oversees the training, monitoring, and support for all of our educational consultants
- Our last published customer satisfaction ratings for our SIOP professional development rated our consultants 4.7 on a 5-point scale in overall customer satisfaction

Adult-Learner Research

Additionally, Pearson courses rest in a reputable base of adult learner research (Branford, et al, 2000). These themes are reflected throughout the design of Pearson's professional development. They inform both the content of the professional development and the practices used within the professional development activity.





Sheltered Instruction Observation Protocol

Today's administrators and teachers are facing ever-increasing accountability demands. The need for a learning solution that addresses the abilities, learning styles, cultural diversity, and language barriers for all learners, but especially for ELLs, has become essential in classrooms nationwide as we prepare all students to be college and career-ready. Often what is missing is a plan that pulls together sound practices to meet the specific needs of ELLs (Goldenberg, 2004) while improving academic achievement for all students.

The SIOP Model addresses this issue with an instructional framework to assist all students that improves language skills while teaching grade-level content. As a framework, SIOP organizes teaching methods and techniques that have been shown to be effective across grade levels and subject areas. The SIOP Model (Echevarría, Vogt, & Short, 2004) was developed to provide teachers of ELLs with a well-articulated, practical model of sheltered instruction with a clear focus on differentiated instruction.

Meet our ELL Experts

Pearson works with more than 1,000 authors and researchers to bring you practical, evidence-based professional development programs and resources. Our close association with key authors and architects of teaching approaches for ELLs verifies that the spirit and pedagogical approach of the initiative is embodied in our educational materials, assessments, and professional development. Some of the ELL experts we work with include the following:

ELL Experts			
			
Jim Cummins ELL Consultant	Maryellen Vogt SIOP Author	Jana Echevarria SIOP Author	Deborah J. Short SIOP Author

Research and Validity

SIOP is a research-based observation instrument that has been shown to be a valid and reliable measure of sheltered instruction (Guarino et al., 2001). SIOP is also used as a model for lesson planning and implementation of high-quality sheltered instruction. All features of the SIOP Model are aligned with current research on instruction for ELLs.

In a study examining the effects of the SIOP Model on student achievement, students whose teachers implemented the SIOP Model to a high degree in middle school classes outperformed those students in sheltered classes whose teachers were unfamiliar with the model. For more information on this study, please refer to this paper: [SIOP Institute](#).

A list of SIOP research references is available at the following link: [SIOP Research References](#)

The SIOP Model

The SIOP Model is viewed as an umbrella under which instructional programs and methods adopted for instruction can reside. The SIOP Model framework brings content area instructional materials, methods, strategies, and techniques into an effective practice to meet the needs of ELLs and all students.

The SIOP Model has eight components and 30 features. Using these components and features, teachers and other instructional staff will observe other professionals and assess the level of sheltered instruction provided during the class lesson. The observation information gathered will be used to rate the implementation of sheltered instruction practices and to refine the teachers' use of the components and features to improve the planning and delivery of classroom lessons.

The SIOP Model helps teachers prepare an appropriate lesson plan using instructional programs, materials, and standards across the content areas that shelter and expand instruction to better meet the needs of ELLs in their classrooms. The following figure provides the features for each of the eight components.

Component	Features
Lesson Preparation	<ul style="list-style-type: none"> Clearly defined content objectives for students Clearly defined language objectives for students Content concepts appropriate for age and educational background level of students Supplemental materials used to a high degree, making the lesson clear Adaptation of content for all levels of student proficiency Meaningful activities that integrate lessons
Building Background	<ul style="list-style-type: none"> Concepts linked to student's background Concepts linked to past learning Key vocabulary emphasized
Comprehensible Input	<ul style="list-style-type: none"> Speech appropriate for student's proficiency level Clear explanation of academic tasks Uses a variety of techniques to make content concepts comprehensible
Strategies	<ul style="list-style-type: none"> Provides ample opportunities to use strategies Consistent use of scaffolding techniques throughout the lesson, assisting, and supporting student understanding Uses a variety of question types, including those that promote higher-order thinking skills
Interaction	<ul style="list-style-type: none"> Frequent opportunities for interaction and/or between teacher/student and among students that encourage elaborated responses about lesson concepts. Grouping configurations that support language and content objectives of the lesson. Sufficient wait time for student response Ample opportunities for students to clarify key concepts in the primary language with aide, peer, or primary language text.

Component	Features
Practice and Application	<ul style="list-style-type: none"> Provides hands-on materials and/or manipulatives for students to practice using new content knowledge Provides activities for students to apply content and language knowledge in the classroom Uses activities for students to apply content and language knowledge
Lesson Delivery	<ul style="list-style-type: none"> Content objectives clearly supported by Lesson delivery Language objectives clearly supported by lesson delivery Students engaged approximately 90%–100% of the period Lesson pacing appropriate to students' ability level
Review and Assessment	<ul style="list-style-type: none"> Comprehensive review of key vocabulary Key concepts review Regular feedback on student output Assessment of objectives throughout the lesson

SIOP Model Features. The SIOP Model helps teachers prepare an appropriate lesson plan to better meet the needs of ELLs.

Pearson's Outcomes-Focused Suite of Professional Services

Pearson provides teachers and administrators the training and support needed to effectively implement the SIOP Model. The program supports teachers in their content area and is coupled with follow-up to deepen their understanding of the model and to teach how they can effectively use it to refine language objectives and lesson plans.

Services within the program help participants implement robust sheltered instruction lessons in their educational setting by accomplishing the following:

- Building collaborative sessions with fellow educators to reflect and improve sheltered instruction
- Observing our experts and being coached in techniques to improve lesson delivery and implementation
- Gaining insight on how best to apply what was learned to their own educational setting

Fidelity of implementation as well as measurability of its impact on teachers and students can be observed and measured when teachers and other instructional staff observe other professionals and assess the level of sheltered instruction provided during the class lesson using the SIOP Protocol.

The program also offers training for administrators to further support consistency in implementing the SIOP Model across schools within the district:

- Educators gain motivation and knowledge of how to teach ELLs. Participants get a deeper understanding of ELL issues and the research supporting the instructional approach to meet their needs.
- Educators gain a greater understanding of the eight components through the Component Enrichment service. Each component is explained in greater detail and additional interactive strategies are used to increase transfer of knowledge.

- Educators transfer knowledge into practice through Implementation Enrichment consisting of observation and coaching or consultation with campus administrators. These services within the program are designed to be more sustaining and support teachers in classroom implementation.
- Educators learn how to use the observation protocol to observe, assess, and review lessons, as well as language objectives in SIOP Training for Teachers. As a result, these plans can be continuously improved to develop the most robust sheltered lesson for the classroom. Plans are often discussed and shared among teachers so curriculum area instruction can be improved.

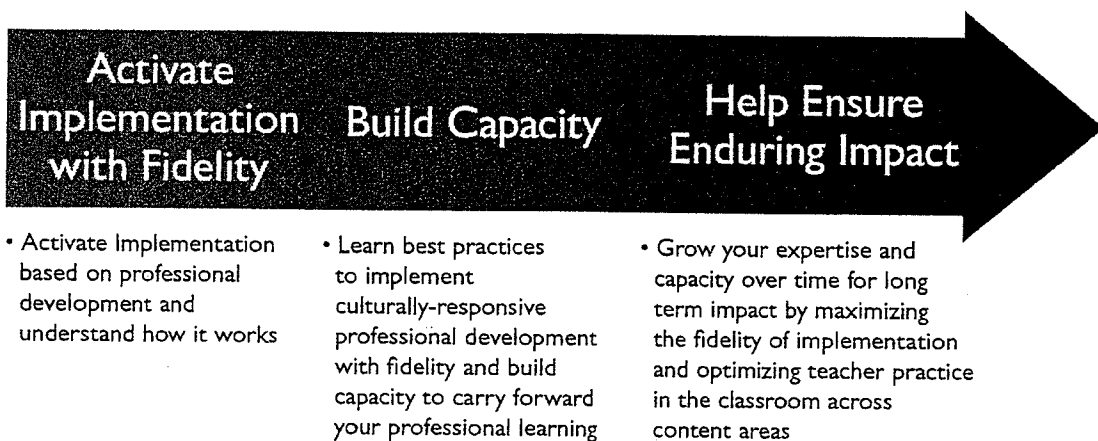
SIOP programs are designed to support educators with extensive follow-up options while building strong communication between Pearson staff and your staff. The feedback obtained helps to meet your expectations and deliver a cohesive model.

Schools and districts may find that their ELL students struggle with mathematics, or to read and write at grade level, or need additional time to complete the same coursework as their peers. Because ELL students face the challenge of becoming proficient in English as well as in each content area, they must do “double the work” that native English-speaking students do*. Our programs help teachers help their ELL students confront and best this layered challenge.

Educators participating in professional development and training from Pearson will be able to deliver research-based, content-rich, effective lessons that are based on best practices. Our experience, deep and broad-reaching support services, and highly-qualified education consultants provide best practices for an effective, efficient implementation process.

Response to Intervention for English Language Learners

Pearson provides a wide range of research-based professional development services to support Response to Intervention (RtI) in an elementary, middle, or high school setting which address the specific needs of ELLs. Our training is designed to show teachers of ELL students how and when to use assessments, how to identify critical intervention points, and how to adjust instruction to different needs.



* Deborah J. Short and Shannon Fitzsimmons, Double the Work: Challenges and Solutions to Acquiring Language and Academic Literacy for Adolescent English Language Learners--A Report to Carnegie Corporation of New York (Washington DCL Alliance for Excellent Education, 2007).

32

Collaborating on a Road Map

7

Sample Activation Road Map

Focus—Teachers and Administrators receive training and support to:

- Learn and understand the SIOP Model
- Implement successfully in the classroom
- Understand and incorporate best practices to improve ELL student results

Service	Pre-Implementation	Year 1 Semester 1	Year 1 Semester 2	Year 2 Semester 1	Year 2 Semester 2
				Continue to support and develop implementation	Continue to support and develop implementation
Diagnostic & Research Services: Pre and Post Surveys	Pre-surveys		post-surveys		Post-surveys
Training for Administrators					
Training for Teachers <ul style="list-style-type: none"> ▪ Pre-K and Kindergarten ▪ Elementary ▪ Secondary 					
Training for Math Teachers					
Two-Way Immersion Training for Teachers					
Lesson Coaching & Modeling					
Component Enrichment					
SIOP National Conference					

Sample Build Capacity Road Map

Focus—Teachers and Administrators and In-District Coaches receive training and support to:

- Learn and understand the SIOP Model
- Implement successfully in the classroom with the support of coaches
- Understand and incorporate best practices to improve ELL student results

Service	Pre-Implementation	Year 1 Semester 1	Year 1 Semester 2	Year 2 Semester 1	Year 2 Semester 2
				Continue to support and develop implementation	Continue to support and develop implementation
Diagnostic & Research Services: Pre and Post Surveys	Pre-surveys		Post-surveys		Post-surveys
Training for Administrators					
Training for Teachers					
Coaching & Implementation					
Assessment for Learning with English Learners					
Using the SIOP Model with Newly Arrived Students					
Lesson Coaching and Modeling					
Component Enrichment					
SIOP National Conference					

Sample Sustainability Road Map

Focus—Teachers and Administrators and In-District Coaches receive training and support to:

- Learn and understand the SIOP Model
- Implement successfully in the classroom with support from coaches
- Understand and incorporate best practices to improve ELL student results
- Build sustainable capacity throughout the District

Service	Pre-Implementation	Year 1 Semester 1	Year 1 Semester 2	Year 2 Semester 1	Year 2 Semester 2
				Continue to support and develop implementation	Continue to support and develop implementation
Consultation with Leaders					
Diagnostic & Research Services: Pre and Post Surveys	pre-surveys		post-surveys		post surveys
Training for Administrators					
Training for Teachers					
Coaching & Implementation					
Coaching & Observation					
Lesson Coaching and Modeling					
Inter-Rater Reliability Training					
Component Enrichment					
Lesson Preparation: Focus on Language Acquisition					
SIOP National Conference					

Based on discussions with Lisa Larsgaard, below is a list of the workshops we recommend for the Sample Activation Implementation Road Map that will help your teachers and administrators implement SIOP with fidelity and put your students on the road to success.

Activation Professional Development Recommendations			
Name of Service Training Options	Delivery details and Cohort Size	Description	Materials
Diagnostic & Research Services: Pre and Post Surveys Available: <input type="checkbox"/> Online	15 minutes	Pre-Post Surveys are fifteen-minute online surveys that measure educators' perceptions of instructional practices, content knowledge, pedagogical content knowledge, and effectiveness of professional development (PD). Findings from the surveys can be used to gauge the effectiveness of SIOP implementation and to guide follow-up PD.	<ul style="list-style-type: none"> N/A
Training for Administrators Available: <input type="checkbox"/> Face to Face (FtF) <input type="checkbox"/> Online	6 hours Up to 30 participants <hr/> 11 sessions: 4 live, 7 self-paced <hr/> Up to 50 participants	Administrators will learn about the SIOP Model and how it can improve instruction for all students, including ELLs. Outcomes By the end of this workshop, participants will be able to: <ul style="list-style-type: none"> Develop an understanding of the general needs of ELLs and discuss ELL needs that are specific to their school or district Gain an understanding of the components of the SIOP Model Consider the possible roles that coaches and administrators can play in supporting teachers in implementing the SIOP Model 	<ul style="list-style-type: none"> The SIOP Model for Administrators <i>Making Content Comprehensible for ELLs: The SIOP Model</i> SIOP Training for Administrators' Participant Workbook <p>NOTE: District customers have the option to purchase the VI + hard copy of the text.</p>

36

Activation Professional Development Recommendations

Name of Service Training Options	Delivery details and Cohort Size	Description	Materials
Training for K-12 Teachers Available: ■ FTF ■ Online ■ Blended	3 6-hour days Up to 30 participants 11 sessions: 4 Live 7 self-paced up to 50 participants Option A 2 days FTF 2 hours virtual training with same consultant Option B 1 day FTF 8 session: 3 live with same consultant 5 self-paced Up to 30 participants	Teachers will learn about the SIOP Model and how it can be effective for helping educators to teach ELLs. Outcomes By the end of the workshop, participants will be able to do the following: <ul style="list-style-type: none"> Understand the SIOP components and features Practice each of the eight components Develop an understanding how the SIOP Model may be incorporated into lesson planning 	<ul style="list-style-type: none"> <i>Making Content Comprehensible for ELLs: The SIOP Model</i> SIOP Training for Teachers Participant Workbook NOTE: The Participant Workbook is tailored to the delivery format.
Training for pre-K and Kindergarten Teachers Available: ■ FTF	3 6-hour days Up to 30 participants	Teachers will learn about the SIOP Model and how it can be effective for helping pre-K and Kindergarten teachers to teach ELs. Outcomes By the end of the workshop, participants will be able to do the following: <ul style="list-style-type: none"> Explain the eight factors that affect second-language acquisition Identify the components and features of the SIOP Model Observe and practice each of the eight components Incorporate the SIOP Model into lesson planning 	<ul style="list-style-type: none"> <i>Using SIOP with Pre-K and Kindergarten English Learners</i> SIOP Training for Pre-K and Kindergarten Teachers Participant Workbook

Activation Professional Development Recommendations

Name of Service Training Options	Delivery details and Cohort Size	Description	Materials
Training for Elementary Teachers (K-5) Available: ■ FIF	3 6-hour days Up to 30 participants	Teachers will learn about the SIOP Model and how it can be effective for helping elementary educators to teach ELLs. Outcomes By the end of the workshop, participants will be able to do the following: ■ Understand the SIOP components and features ■ Practice each of the eight components Develop an understanding how the SIOP Model may be incorporated into lesson planning	■ <i>Making Content Comprehensible for Elementary English Learners: The SIOP Model (2E)</i> ■ SIOP Training for Elementary Teachers Participant Workbook
Training for Secondary Teachers (6-12) Available: ■ FIF	3 6-hour days Up to 30 participants	Teachers will learn about the SIOP Model and how it can be effective for helping secondary educators to teach ELLs. Outcomes By the end of the workshop, participants will be able to do the following: ■ Understand the SIOP components and features ■ Practice each of the eight components Develop an understanding how the SIOP Model may be incorporated into lesson planning	■ <i>Making Content Comprehensible for Secondary English Learners: The SIOP Model (2E)</i> ■ SIOP Training for Secondary Teachers Participant Workbook
Training for Math Teachers Available: ■ FIF	3 6-hour days Up to 30 participants	Teachers will learn about the SIOP Model and how it can be effective for helping educators to teach ELLs. Outcomes By the end of the workshop, participants will be able to do the following: ■ Understand the SIOP components and features ■ Practice each of the eight components Develop an understanding how the SIOP Model may be incorporated into lesson planning	■ <i>Making Content Comprehensible for English Learners: The SIOP Model (4E).</i> ■ SIOP Training for Math Teachers Participant Workbook

Activation Professional Development Recommendations

Name of Service Training Options	Delivery details and Cohort Size	Description	Materials
Two-Way Immersion Training for Teachers Available: ■ EIF	3 6-hour days Up to 30 participants	Teachers will gain an in-depth understanding of the components of the SIOP Model and strategies to implement it in two-way immersion or dual-language schools and classrooms. This workshop addresses Cultural Responsive Teaching. Outcomes By the end of the workshop, participants will be able to do the following: <ul style="list-style-type: none"> Understand the SIOP components and features as they relate to two-way immersion or dual language Observe and practice each of the components with a special focus on two key features including modifications for cultural objectives, known to be important in two-way immersion settings. Develop an understanding of how SIOP and Two-Way Immersion is incorporated into lesson planning 	<ul style="list-style-type: none"> <i>Making Content Comprehensible for English Learners: The SIOP Model (4E).</i> SIOP and Two-Way Immersion Training for Teachers Participant Workbook
Lesson Coaching and Modeling Available: ■ EIF	5 6 hour days Up to 20 educators, coaches, specialists	In the SIOP Lesson Coaching and Modeling approach, a group of teacher teams and a Pearson Educational Consultant, meet to revise and refine a lesson that is tied to the overall goal of demonstrating effective teaching techniques which lead to increased student achievement. <ul style="list-style-type: none"> Day 1 Consultant observes the four classrooms of the Co-Teachers Day 2: Consultant facilitates the revision or refinement of a lesson with each of the four teacher teams during their planning period Day 3: Consultant co-teaches with the designated teacher from each teacher group while the remainder observe the lesson Day 4: Consultant debriefs each of the four teacher teams during their planning period Day 5: Consultant demonstrates teaching activities or techniques in classrooms during the morning and meets with the administration in the afternoon 	<ul style="list-style-type: none"> <i>99 Ideas and Activities for Teaching ELLs with the SIOP Model</i>

Activation Professional Development Recommendations

Name of Service Training Options	Delivery details and Cohort Size	Description	Materials
Component Enrichment: <ul style="list-style-type: none"> ▪ Lesson Preparation ▪ Building Background ▪ Comprehensible Input ▪ Practice and Application ▪ Strategies ▪ Interaction ▪ Lesson Delivery ▪ Review and Assessment <p>Available:</p> <ul style="list-style-type: none"> ▪ FF ▪ Self-Paced Online ▪ Fused Online 	<p>6 hours per component</p> <p>up to 30 educators</p> <p>3 hours seat time per component</p> <p>Six hours of seat time including 3 hours of live webinars</p>	<p>Teachers and Coaches will deepen their understanding of the features of each SIOP component.</p> <p>Outcomes</p> <p>By the end of each workshop, participants will be able to:</p> <ul style="list-style-type: none"> ▪ Discuss implementation challenges related to the SIOP Model ▪ Review the research and features of the components ▪ Discuss ways to effectively implement features and prepare to incorporate SIOP components into their lesson planning 	<p><i>99 Ideas and Activities for Teaching ELLs with the SIOP Model</i></p> <p>Appropriate Component Participant Workbook</p>
SIOP National Conference	<u>SIOP National Conference Information and Dates</u>	Two-day event featuring all three SIOP® authors that will present best practices and research-proven strategies to help SIOP® users further their implementation results.	NA

40

Based on discussions with Lisa Larsgaard, below is a list of the workshops we recommend for the Sample Build Capacity Implementation Road Map that will help your teachers and administrators implement SIOP with fidelity and put your students on the road to success.

Build Capacity Implementation Professional Development Recommendations			
Name of Service Training Options	Type of Service and Cohort Size	Description	Materials
Assessment for Learning with English Learners Prerequisite: Training for Teachers Available: <ul style="list-style-type: none"> ■ FIF 	2 6 hour days Up to 30 educators, ELL coordinators, literacy coaches	While focusing on SIOP's Review and Assessment component and corresponding features, participants will gain a clear understanding of the five keys to classroom assessment quality as defined by the Assessment Training Institute (ATI) team. Outcomes Participants will be able to do the following: <ul style="list-style-type: none"> ■ Understand the keys to assessment quality for English learners ■ Understand assessment for learning practice ■ Differentiate formative and summative assessment types of assessment and their uses with English learner 	<ul style="list-style-type: none"> ■ Developing Balanced Assessment Systems: Seven Essential Actions for Schools and Districts DVD ■ Assessment for Learning with ELs Participant Workbook
Using the SIOP Model with Newly Arrived Students Prerequisite: Training for Teachers Available: <ul style="list-style-type: none"> ■ FIF ■ Fused Online 	1 6 hour day Up to 30 participants 5 sessions: 2 live online 3 self-paced	Teachers will discover how the SIOP Model instruction can be implemented in classroom with newcomer students. This workshop is designed for teachers already familiar with the SIOP Model's components and features. Outcomes Participants will be able to do the following: <ul style="list-style-type: none"> ■ Plan SIOP lessons for students with low literacy skills and newcomer level language skills ■ Incorporate basic language and literacy instruction in lessons ■ Determine appropriate scaffolds for making content comprehensible to newcomer students 	<ul style="list-style-type: none"> ■ There is no textbook with this training. ■ Using SIOP with Newly Arrived Students Participant Workbook

Build Capacity Implementation Professional Development Recommendations			
Name of Service Training Options	Type of Service and Cohort Size	Description	Materials
Coaching & Implementation Available: ■ FIF	2 6 hours Up to 30 educators, ELL coordinators, literacy coaches	Participants begin to develop the capacity to support their teachers in implementing the SIOP Model. Outcomes By the end of the program participants will be able to do the following: ■ Identify features that may be challenging to implement ■ Consider a range of approaches to coach the SIOP model ■ Learn how to use SIOP protocol to address specific teacher needs	■ <i>Implementing the SIOP Model Through Effective Professional Development and Coaching</i> ■ Coaching and Implementation Participant Workbook

Based on discussions with Lisa Larsgaard, below is a list of the workshops we recommend for the Sample Sustainability Implementation Road Map that will help your teachers and administrators implement SIOP with fidelity and put your students on the road to success.

Sustainability Professional Development Recommendations			
Name of Service Training Options	Type of Service and Cohort Size	Description	Materials
Consultation with Leaders Available: ■ FIF	6 hours up to 30 school and district leaders	Work with a SIOP Consultant to facilitate key discussions among school and district administrators regarding SIOP implementation. The goal of this consultation session is to identify solutions that are appropriate for the specific schools and districts being supported.	■ N/A

Sustainability Professional Development Recommendations			
Name of Service Training Options	Type of Service and Cohort Size	Description	Materials
Coaching & Observation Available: ■ FIF	2 6-hours Up to 10 educators, specialists, coaches, administrators, staff development specialists	This workshop will develop and advance the skills of coaches to do the following: <ul style="list-style-type: none"> ■ Offer feedback to SIOP teachers. ■ Discuss factors related to ensuring effective implementation. ■ Use the SIOP protocol to observe, discuss, and reach consensus on a SIOP lesson Participating coaches go through the entire process of observing, conferencing, and coaching with a Pearson SIOP consultant, first observing the consultant conduct conferences. Coaches then have the opportunity to practice their own pre-observation conference, classroom observation, reflection with coaches, and then post-observation discussion with the teacher	N/A
Inter-Rater Reliability Available: ■ FIF ■ Online	2 6 hours up to 6 participants 1 session up to 30 participants	The goal is for participants to calibrate their ratings with a SIOP expert as a means to establish acceptable levels of inter-rater reliability. Participants will either rate lessons in live classrooms or use video lesson (customer can choose). Once inter-rater reliability is established between the SIOP Consultant and the observers, raters can then independently observe classrooms to collect SIOP protocol data Outcomes By the end of the workshop, participants will be able to do the following: <ul style="list-style-type: none"> ■ Become familiar with the SIOP protocol observation process ■ Apply understanding of the SIOP protocol to observe and rate six classrooms ■ Rate in writing, share, and orally discuss their observations using the SIOP Protocol ■ Resolve inter-rater discrepancies by evaluating and discussing their observations using the SIOP Model's eight components and 30 features 	■ The SIOP Model Flipbook: A Tool for Administrators, Coaches and Teachers

Sustainability Professional Development Recommendations			
Name of Service Training Options	Type of Service and Cohort Size	Description	Materials
Lesson Preparation: Focus on Language Acquisition Available: ■ EIF ■ Fused Online	6 hours per component up to 30 educators Six hours of seat time including 3 hours of live webinars	<p>Explore Lesson Preparation component with a unique focus on Language Acquisition. During this workshop, participants review the research base for the component as well as critical research on language acquisition to deepen their understanding of the processes students go through when acquiring a language. Participants examine the Common Core State Standards' call for increased focus on the linguistic needs of students to foster success when promoting the language development of all of their students, especially English learners. Lesson planning time allows participants to work together, jointly writing a SIOP® lesson under the supervision of the SIOP® Consultant. In addition, group discussions and activities emphasize ways to effectively implement the Lesson Preparation features with a focus on language development.</p> <p>Outcomes</p> <p>By the end of the workshop, participants will be able to do the following:</p> <ul style="list-style-type: none"> ■ Deepen their understanding of the Lesson Preparation features with a focus on integrating language development techniques. ■ Learn how to create effective lessons that incorporate those features. ■ Prepare their lessons implementing strategies that support English language development. 	<p><i>99 Ideas and Activities for Teaching English Learners with the SIOP Model</i></p> <p>Lesson Preparation Component Enrichment: Focus on Language Acquisition Participant Workbook</p>

Based on discussions with Lisa Larsgaard, below is a list of additional workshops we recommend to compliment the Sample Implementation Road Maps that will help your teachers and administrators implement SIOP with fidelity and put your students on the road to success.

Additional Professional Development Recommendations			
Name of Service Training Options	Type of Service and Cohort Size	Description	Materials

Additional Professional Development Recommendations			
Name of Service Training Options	Type of Service and Cohort Size	Description	Materials
Observation and Feedback	2 6 hours up to 4 teacher observations/peer	<p>A SIOP Consultant will come to a school site to observe teachers, provide feedback, and complete the SIOP protocol during this two-day workshop.</p> <p>Outcomes By the end of the program, participants will be able to do the following:</p> <ul style="list-style-type: none"> ▪ Develop and teach a SIOP lesson that focuses on one or two specified components ▪ Identify further support and/or training needed in order to successfully implement the SIOP Model ▪ Discuss with the SIOP Service Consultant the level of implementation of the SIOP components observed in the lesson 	<ul style="list-style-type: none"> ▪ SIOP Observation and Feedback Teacher Preparation Packet ▪ SIOP Observation and Feedback Administrator Preparation Packet ▪ Cover Letter to Administrators ▪ SIOP Observation and Feedback Cover Letter Template ▪ SIOP Observation and Feedback Individual Lesson Feedback Form ▪ SIOP Observation and Feedback Data Collection Form ▪ SIOP Observation and Feedback Ratings Notes Form ▪ SIOP Observation and Feedback Summary for Administrators Form ▪ SIOP Observation and Feedback Summary Meeting Agenda Template

Additional Professional Development Recommendations			
Name of Service Training Options	Type of Service and Cohort Size	Description	Materials
Mathematics Component Enrichment <ul style="list-style-type: none"> ▪ Lesson Preparation ▪ Building Background ▪ Comprehensible Input ▪ Strategies ▪ Interaction ▪ practice and Application ▪ Lesson Delivery ▪ Review and Assessment <p>Available:</p> <ul style="list-style-type: none"> ▪ FIF 	<p>6 hours per Component</p> <p>up to 30 educators</p>	<p>Each session helps educators deepen their understanding of the features of each SIOP component.</p> <p>Outcomes</p> <p>By the end of this training, participants will be able to do the following:</p> <ul style="list-style-type: none"> ▪ Deepen their understanding of the features of each component in effective English language arts instruction ▪ Learn how to create effective English language arts lessons that incorporate those SIOP features ▪ Discuss ways to effectively implement features and prepare to incorporate SIOP components into their lesson planning 	<p><i>The SIOP Model for Teaching Mathematics to ELLs</i></p> <p>Appropriate Mathematics Component Participant Workbook</p>
ELA Component Enrichment <ul style="list-style-type: none"> ▪ Lesson Preparation ▪ Comprehensible Input ▪ Strategies <p>Available:</p> <ul style="list-style-type: none"> ▪ FIF 	<p>6 hours per component</p> <p>up to 30 educators</p>	<p>Each session helps educators deepen their understanding of the features of each SIOP component.</p> <p>Outcomes</p> <p>By the end of this training, participants will be able to do the following:</p> <ul style="list-style-type: none"> ▪ Deepen their understanding of the features of each component in effective English language arts instruction ▪ Learn how to create effective English language arts lessons that incorporate those SIOP features ▪ Discuss ways to effectively implement features and prepare to incorporate SIOP components into their lesson planning 	<p><i>The SIOP Model for Teaching English/ Language Arts to ELLs</i></p> <p>Appropriate ELA Component Participant Workbook</p>

Additional Professional Development Recommendations

Name of Service Training Options	Type of Service and Cohort Size	Description	Materials
Rtl for ELLs Available: ■ Fit ■ Online	2 6 hour days up to 30 leaders, specialists, and coaches <hr/> 8 sessions: 4 live 4 self-paced up to 50 leaders, specialists, and coaches	Delve into the Response to Intervention (Rtl) process during this workshop, developed with the Sheltered Instruction Observation Protocol (SIOP) Model authors Dr. Jana Echevarría and Dr. MaryEllen. Focus on specific considerations for English language learners (ELLs) while identifying research-based interventions that are appropriate for ELLs and learning how to compare language differences with language and learning disabilities. Participants receive <i>Response to Intervention (Rtl) and English Learners: Using the SIOP Model 2E</i> to support implementation when they return to their schools. Outcomes By the end of this workshop, participants will be able to: <ul style="list-style-type: none"> ■ Define Rtl and its role in the education of ELLs ■ Identify challenges of effective progress monitoring for ELLs. ■ Explain how the SIOP Model supports Tier 1 instruction for ELLs. ■ Identify specific literacy development issues for ELLs. ■ Compare and contrast effective Tier 2 and Tier 3 assessments and interventions for ELLs. ■ Generate ideas for overcoming barriers and implementing an effective Rtl process 	<i>Response to Intervention (Rtl) and English Learners: Using the SIOP Model 2E</i> Rtl for ELLs Participant Workbook

Summary

Our SIOP expert trainers and scientifically validated programs help administrators build EL teaching capacity throughout the district. In many districts, our valuable instructional strategies are benefiting the student body at large, with an impact that extends beyond EL teachers and students.

Pearson's professional development approach integrates instruction, assessment, and professional development so teachers learn how to teach content and language at the same time to improve student performance across the curriculum. Only Pearson can provide the depth of knowledge and range of offerings seen in our professional development programs.

To discuss how these professional development options will work best, contact your Pearson representative, Lisa Larsgaard. Working together, your Pearson team will work with you to meet the Common Core State Standards and help ELL students apply successfully their knowledge on the performance-based tasks that characterize the new assessments.

About Pearson

Pearson reaches students and changes lives by improving the quality of instruction in all classrooms, enabling states, districts, schools, and teachers to navigate fundamental and dramatic shifts in instructional leadership and classroom practices. We develop and deliver trusted, relevant, research-proven comprehensive services around our innovative and targeted professional development services, instructional solutions and materials, and education technologies. All of our comprehensive services are aligned with and help schools meet the CCSS and CCR. They empower and engage students to help them meet and sustain the highest achievement standards, no matter where they start.

48

ALWAYS LEARNING		PEARSON	
Professional Development Summary Sheet			
School/District	Marysville JUSD		
Address	1919 B Street, Marysville, CA 95901		
Contact	Lennie Tate, Director of Ed. Services		
Phone	(530) 749-6902	FAX	
Email	ltate@mjuds.com		

ISEN		Format	Units	Price	Total
112992	SIOP® Training for Teachers, 3 days	On-site	2	\$15,000	\$30,000
112990	SIOP® Training for Administrators, 1 day	On-site		\$5,000	
119520	SIOP® and Two-Way Immersion Training for Teachers, 3 Days	On-site		\$15,000	
SIOP® Component Enrichment, 1 Day					
113005	Lesson Preparation	On-site		\$5,000	
113001	Building Background	On-site		\$5,000	
113002	Comprehensible Input	On-site		\$5,000	
113008	Strategies	On-site	2	\$5,000	\$10,000
113003	Interaction	On-site		\$5,000	
113006	Practice and Application	On-site		\$5,000	
113004	Lesson Delivery	On-site		\$5,000	
113007	Review and Assessment	On-site		\$5,000	
SIOP® English Language Arts Component Enrichment, 1 Day					
116848	ELA Lesson Preparation	On-site		\$5,000	
116857	ELA Comprehensible Input	On-site		\$5,000	
116874	ELA Strategies	On-site	2	\$5,000	\$10,000
SIOP® Mathematics Component Enrichment, 1 Day					
113009	Math Lesson Preparation	On-site		\$5,000	
113010	Math Building Background	On-site		\$5,000	
113011	Math Comprehensible Input	On-site		\$5,000	
116856	Math Strategies	On-site		\$5,000	
116862	Math Interaction	On-site		\$5,000	
116873	Math Practice and Application	On-site		\$5,000	
116847	Math Lesson Delivery	On-site		\$5,000	
116863	Math Review and Assessment	On-site		\$5,000	
119517	SIOP® and Assessment for Learning with English Learners, 2 Days	On-site		\$10,000	
119507	SIOP® Lesson Preparation Component Enrichment: Language Acquisition, 1 Day	On-site		\$5,000	
119488	Developing Academic Language, 1 Day	On-site		\$5,000	
120983	SIOP® and Next Generation Teaching for English Learners, 1 Day	On-site	2	\$5,000	\$10,000
119509	Using SIOP® with Newly Arrived Students, 1 Day	On-site		\$5,000	
114023	SIOP® Lesson Coaching and Modeling, 5 Days/Cohort of 20 or less	On-site		\$25,000	

Marysville JUSD| SIOP

ISBN		Format	Units	Price	Total
112996	SIOP® Coaching an Implementation, 2 Days	On-site		\$10,000	
112998	SIOP® Observation and Feedback, 2 Days/4 Observations per day	On-site		\$10,000	
112997	SIOP® Coaching and Observation, 2 Days	On-site		\$10,000	
112999	SIOP® Consultation with Leaders, 1 Day	On-site		\$5,000	
TOTAL					\$60,000
<i>The maximum number of participants per session is thirty (30) unless otherwise noted.</i>					

AGM	Kerry Maxedon	SS	Lisa Larsgaard
Phone	209-304-6223	Phone	925-285-1991
Email	Kerry.Maxedon@Pearson.com	Email	Lisa.Larsgaard@Pearson.com
Date	11/18/14		

Session Details:

Requesting strong personalities


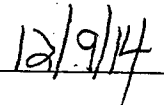
Requesting January 6-8 (Note: Consultant Scheduling is triggered by receipt of a PO)

Need total of 4Trainers:

2 for 70 Teachers over 3 days of SIOP Training for Teachers

2 for 40Teachers over 3 days of 1-day workshops indicated above

District Signature:

 
 Ryan DiGiulio
 Assistant Superintendent of Business Services
 Marysville Joint Unified School District

How to Order:

Send purchase orders to:

Pearson

P.O. Box 2500

Lebanon, IN 46052

FAX: 877-260-2530

Email: k12cs@custhELLp.com

50

ORIGINAL

First Amendment to Agreement Between the First Five Yuba Commission and Marysville Joint Unified School District

This First Amendment to Agreement No. 13-107 ("AGREEMENT") entered into between the First Five Yuba Commission ("COMMISSION") and Marysville Joint Unified School District ("CONTRACTOR") on July 1, 2013 (hereinafter referred to as "First Amendment") is made and entered into this 1st day of January, 2015.

RECITALS

WHEREAS, the COMMISSION entered into the AGREEMENT with CONTRACTOR for the purpose of furnishing the full range of school readiness and family literacy services; and

WHEREAS, the COMMISSION considered the CONTRACTOR's request for a contract extension with an additional one-year funding amount of \$125,000, from July 1, 2015 through June 30, 2016; and

WHEREAS, the COMMISSION on December 18, 2014 approved CONTRACTOR's requested contract extension; and

AGREEMENT

NOW, THEREFORE, in consideration of the mutual conditions, promises, and covenants hereinafter contained, the parties agree as follows:

1. INCORPORATION OF RECITALS

The recitals set forth above, and all defined terms set forth in such recitals and in the introductory paragraph preceding the recitals, are hereby incorporated into this Agreement as if set forth herein in full.

2. EXHIBIT B: BUDGET & EXPENDITURE REPORT FORM

Exhibit B, Budget & Expenditure Report Form of the Agreement is hereby amended to read as follows:

51

2015-2016 School Readiness Budget & Expenditure Report Form					
Contractor Name:	Marysville Joint Unified School District - Child Development Program				
Program Name:	School Readiness Program				
Mailing Address:	1919 B Street, Marysville, CA 95901				
Phone:	530-749-6162				
Agreement Number:	13-107				
Agreement Period:	7/1/13 -6/30/16				
Line Item	Current Expenses	Year to Date Expenses	Approved Budget	Ending Balance	% Expended
Personnel Expenses:					
Outreach Specialists (3)	0.00	0.00	61,075.00	61,075.00	0.00%
Benefits for OS (3)	0.00	0.00	43,613.00	43,613.00	0.00%
Sub Total	0.00	0.00	104,688.00	104,688.00	0.00%
General Expenses:					
Program Materials	0.00	0.00	8,000.00	8,000.00	0.00%
Printing	0.00	0.00	500.00	500.00	0.00%
Office Supplies	0.00	0.00	3,239.00	3,239.00	0.00%
Staff Travel & Training	0.00	0.00	950.00	950.00	0.00%
Communications	0.00	0.00	470.00	470.00	0.00%
Sub Total	0.00	0.00	13,159.00	13,159.00	0.00%
Indirect:	0.00	0.00	7,153.00	7,153.00	0.00%
Total Project Expenses	0.00	0.00	125,000.00	125,000.00	0.00%

3. CONTINUATION OF TERMS OF AGREEMENT

Except as expressly modified herein by this First Amendment, all terms and conditions of the AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year set forth above.

COMMISSION

CONTRACTOR

By: Scotia Holmes Sanchez
Scotia Holmes Sanchez, Commission Chair

By: _____
MJUSD Superintendent of Schools

Date: Dec. 18, 2014

Date: _____

52

FIRST FIVE YUBA COMMISSION

CONTRACT NO: 13-107

*original
agreement
approved

THIS AGREEMENT ("Agreement") is made this 1st day of July, 2013 by and between the FIRST FIVE YUBA COMMISSION ("Commission"), and MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT – CHILD DEVELOPMENT PROGRAM, a public agency with its principal place of business at 1919 B Street, Marysville, CA ("Provider"), individually referred to herein as a "party" and collectively as the "parties."

RECITALS

WHEREAS, the Commission is authorized by Health and Safety Code Section 130140.1 to make contracts as necessary to implement its strategic plan; and

WHEREAS, the Commission is authorized by those provisions to contract with persons specially trained, experienced, expert and competent to perform special services in Yuba County; and

WHEREAS, Provider has successfully proposed to further **Result Area #1: Improve systems of care, Strategy #1: Support Family Resource Centers to increase access to culturally appropriate services and to increase service coordination, Objective: a. Support the development and delivery of culturally appropriate Family Resource Center Services, Objective: b. Support the collaboration of services between Family Resources Centers and schools to ensure that there is coordination of services; Result Area #2: Improve family functioning, Strategy #1: Support programs that aim to increase parent knowledge and build parental skills around child development and family success, Objective: a. Increase culturally appropriate parent education services and information resources for parents of children 0 through 5; Result Area #3: Improve child Development, Strategy #1: Support services that prepare children for school, Objective: a. Support a range of services that prepare children 0 through 5 and their families for school, Objective: c. Support family literacy activities and events, Objective: d. Support activities that encourage parental involvement to prepare children for school; Result Area #4: Improve the health of children, Strategy #1: Support programs that promote healthy eating and physical activity, Objective: a. Work with community partners to establish healthy eating and exercise programs, Objective: b. Develop childhood obesity educational materials for distribution to partners and parents, Strategy #2: Support programs that increase access to oral health services, Objective: a. Support oral health programs and services, including fluoridation of community water supply in THE FIRST FIVE YUBA STRATEGIC PLAN;** and

WHEREAS, Provider warrants that it is qualified and agreeable to render the work proposed in the Request for Proposal, submitted October 25, 2012, which is attached hereto as **Exhibit D** and incorporated herein by reference.

NOW, THEREFORE, the Commission and Provider agree as follows:

AGREEMENT

Page 1 of 11

53

1. INCORPORATION OF RECITALS. The recitals set forth above, and all defined terms set forth in such recitals and in the introductory paragraph preceding the recitals, are hereby incorporated into this Agreement as if set forth in full.

2. REQUEST FOR PROPOSAL (RFP).

A. Provider agrees to use the funds awarded under this Agreement to pay for the services specified in its RFP Scope of Work (**Exhibit A**) for its School Readiness Program.

B. Provider shall provide all facilities, equipment, personnel, labor, and materials necessary to provide the foregoing services in accord with this Agreement. Provider warrants that it and all its employees have all necessary licenses and/or permits required both by law and all appropriate agencies and agrees to maintain such licenses and permits in effect for the duration of this Agreement. Failure to maintain all the licenses and permits shall be deemed a breach of this Agreement and constitutes grounds for termination of this Agreement by Commission. In the event of any conflict between any of the provisions of this Agreement (including Exhibits) the provision that requires the highest level of performance from Provider for the Commission's benefit shall prevail.

3. CONTRACT TERM. This Agreement shall begin on the date written above and shall terminate on June 30, 2015, which means that all work required by this Agreement shall be completed by that date.

4. TOTAL PRICE CEILING. Notwithstanding any other provision of this Agreement, in no event shall the cost to Commission for the work to be provided herein exceed the maximum sum of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000).

5. BUDGET. Provider shall use funds derived from this Agreement as outlined in the application budget submitted to and approved by the Commission, incorporated into the attached Expenditure and Progress Report as **Exhibit B** and incorporated herein by reference. Any modifications to specific line items that do not vary the budgeted line item by 10 percent or more may be approved by the Commission's Executive Director. Any modifications to specific line items that vary the budgeted line item by 10 percent or more require approval by the Commission.

6. METHOD OF PAYMENT.

A. Subject to Provider's performance of this Agreement and submission of the required quarterly Evaluation data and Fiscal Report forms with supporting documentation of all purchases, which may include copies of original receipts/invoices and/or general ledger reports and such additional information as the Executive Director may reasonably require, each in a manner that is satisfactory to the Executive Director or his/her designee, to the Commission twenty (20) days after the end of each fiscal quarter, Commission shall reimburse Provider for allowable expenses on a quarterly basis.

PERIOD	END OF PERIOD	FISCAL REPORTS DUE
1 st Quarter of year	September 30 th	October 20 th
2 nd Quarter of year	December 31 st	January 20 th
3 rd Quarter of year	March 31 st	April 20 th
4 th Quarter of year	June 30 th	July 20 th

The required Fiscal Report forms are set forth in **Exhibit B** and may be modified from time to time.

C. Commission staff will process timely invoices before processing late ones. Any invoice submitted after forty-five (45) days after each fiscal year and/or the final contract period will not be honored by Commission, and Commission shall have no obligation to pay any such amount for the services provided, unless Provider has obtained prior written Commission approval to the contrary.

D. Provider assumes full financial liability for services provided outside the terms of this Agreement.

7. INSURANCE.

A. General Liability. Provider shall maintain and provide the Commission with proof of a commercial general liability insurance policy in the amount of one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) aggregate.

B. Automobile. Where the services to be provided under this Agreement involve or require the use of any type of vehicle by the Provider in order to perform said services, the Provider shall also maintain and provide the Commission with proof of a comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of one million dollars (\$1,000,000).

C. Worker's Compensation. If required by California law, Provider shall also maintain worker's compensation insurance in accordance with California law, and employer's liability insurance with a limit of no less than one million dollars (\$1,000,000) per occurrence.

D. Professional Liability of not less than one million dollars (\$1,000,000) as appropriate to the service being rendered, including coverage for medical malpractice, error, and/or omission.

E. Said policies shall remain in force through the life of this Agreement and shall be payable on an "occurrence" basis unless the Commission specifically consents to a "claims made" basis. Additionally, Commission shall be named as additional insured. Failure to provide and maintain the insurance required by this Agreement will constitute a material breach of the Agreement.

F. During the term of this Agreement, Provider shall furnish the Executive Director with original endorsements reflecting renewals; changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Provider shall provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

8. ASSIGNMENT AND SUBCONTRACTS.

A. Assignment. Provider shall not assign, delegate, or transfer its duties, responsibilities, interests, or any portion of the work to be performed under this Agreement without the prior express written consent of Commission. Any assignment without such approval shall be void and, at Commission's option, shall terminate this Agreement. Any change in the corporate structure of Provider, the governing body of Provider, the management of Provider or the transfer of assets in excess of 10 percent of the total assets of Provider shall be deemed an assignment of benefits under the terms of this Agreement requiring Commission approval.

B. Subcontracting. Provider shall not subcontract or otherwise assign any portion of the work to be performed under this Agreement without the prior express written consent of Commission. If Commission consents to Provider's hiring of subcontractors, all subcontractors shall be deemed to be employees of Provider, and Provider agrees to be responsible for their performance. Provider shall give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees and subcontractors, if any, and shall keep the work under its control. Provider shall cause all of the provisions of this Agreement, in its entirety, to be included in and made a part of any subcontract executed in the performance of this Agreement.

C. All subcontracts, inclusive of service provisions and budgets, shall be in writing and copies provided to Commission within thirty (30) days of execution of the subcontract.

9. EVALUATION.

A. Provider shall collect data as required for evaluation purposes in a format defined by Commission staff and evaluator and submit quarterly via e-mail to Commission staff by the 10th, meaning that for the quarter ending on March 31st, data shall be submitted by April 10th of that year.

B. Project staff with responsibility for data entry and evaluation reporting will participate in training on data collection and evaluation provided by Commission and will serve as the main point of contact for the evaluation of this project with Commission and its evaluation consultant.

C. Provider shall provide Commission with additional evaluation reports as outlined in **Exhibit C**, Evaluation Plan and Reports, as necessary.

D. Provider agrees to and shall work collaboratively with other First Five Yuba funded projects, as appropriate.

E. Provider shall make such further fiscal and/or program evaluations and progress reports as may be reasonably required by the Executive Director concerning Provider's activities as they affect the obligations and purposes of this Agreement. The Executive Director shall provide Provider with any additional forms or access to a database or computer program which Provider is required to use. The Executive Director may approve modifications in the Evaluation Plan provided such modifications are consistent with the purposes and objectives of this Agreement.

10. OWNERSHIP OF DOCUMENTS, WORK PRODUCTS, AND DURABLE GOODS.

A. All professional and technical documents and information developed under this Agreement, and all work products, including writings, work sheets, reports, and related data, materials, copyrights and all other rights and interests therein, shall become the property of the Commission, and Provider agrees to deliver and assign the foregoing to the Commission, upon completion of the services hereunder or upon any earlier termination of this Agreement. Provider assigns the work products, as and when the same shall arise, for the full terms of protection available throughout the world. In addition, basic data prepared or obtained under this Agreement shall be made available to the Commission without restriction or limitation on their use. No charge will be made for any of the foregoing.

B. During and following the term of this Agreement, Provider shall not use, distribute or otherwise circulate any of the materials developed pursuant to this Agreement and for which Provider was compensated by the Commission without the express written permission of the Executive Director or his/her designee.

C. During and following the term of this Agreement, Provider agrees to promote First Five Yuba, its partners, and parent kits programs, as well as place the First Five Yuba logo (which may be obtained from the Commission's staff) on all materials it distributes or otherwise circulates that were developed pursuant to this Agreement and for which Provider was compensated by the Commission.

D. In the event this Agreement is terminated, all equipment and materials purchased by Provider become the property of the Commission.

11. TIME OF COMPLETION. Time is of the essence with respect to this Agreement. Provider agrees to commence and to complete the work within the time schedules outlined within this Agreement.

12. INDEMNIFICATION. Provider agrees to indemnify, defend (by counsel reasonably satisfactory to Commission's counsel), and hold Commission harmless from any and all liabilities which it may incur as a consequence of this Agreement and from any and all claims and losses to anyone who may be injured or damaged by reason of Provider's willful misconduct or negligent performance of this Agreement. Provider agrees to immediately notify Commission staff if any legal action is filed against Provider related to work funded by this Agreement.

13. CONFIDENTIALITY.

A. Provider shall comply with, and will require its officers, employees, agents, sub-Providers and partners to comply with, all applicable Federal and State laws and regulations regarding the confidentiality of applications and records concerning an individual made or kept by the Provider, and shall keep such matters confidential and not open to examination for any purpose not directly connected with the administration of this Agreement or the services required by this Agreement.

B. Provider shall inform all of its officers, employees, agents, sub-Providers and partners of the above provisions and that any person knowingly and intentionally violating the applicable confidentiality laws and regulations may be guilty of a crime.

14. QUALITY ASSURANCE; PROGRAM REVIEW, INSPECTION, & AUDIT.

A. Provider shall maintain adequate individualized client records, if applicable, which shall include face-to-face service plans, records of client interviews, case notes, confidentiality releases, referrals and records of services provided by the various professional and paraprofessional personnel, in sufficient detail to permit an evaluation of services. Such records must comply with all appropriate Federal, State, and Commission record maintenance requirements.

B. Provider shall permit, at any reasonable time, personnel designated by the Executive Director to come on Provider's premises for the purpose of making periodic inspections to evaluate the effectiveness of the services rendered pursuant to this Agreement. Any other provision of this Agreement notwithstanding, at reasonable times during normal business hours, Commission or Executive Director, and/or their appropriate audit agency or designee, shall have the right to inspect or otherwise evaluate the cost, quality, appropriateness and timeliness of services performed and to audit and inspect any books and records of Provider which pertain to services performed and determinations of amounts payable under this Agreement. Provider shall also furnish the Commission and Executive Director with such additional information as they may reasonably request to evaluate the fiscal and program effectiveness of the services being rendered.

C. Provider shall maintain on a current basis, complete books and records relating to this Agreement. Such records shall include, but not be limited to, documents supporting all bids, all income, and all expenditures. These documents and records shall be retained for at least three (3) years from the completion of this Agreement. Provider shall permit Commission to audit all books, accounts, or records relating to this Agreement or all books, accounts, or records of any business entities controlled by Provider who participated in this Agreement in any way.

D. Any audit may be conducted on Provider's premises or, at Commission's option, Provider shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from Commission. Provider shall refund any moneys erroneously charged. If Commission requires an audit due to errors on the part of the Provider, Provider shall be liable for the costs of the audit in addition to any other penalty to be imposed.

15. LAW, POLICY AND PROCEDURES, LICENSES, AND CERTIFICATES. Provider agrees to administer this Agreement in accordance with all applicable Commission policies, as well as any local, county, state, and federal laws, rules, and regulations applicable to its operations and shall comply with all laws including, but not limited to, those relevant to wages and hours of employment, occupational safety, fire, safety, health, and sanitation standards and directives, guidelines, and manuals related to this Agreement. All issues shall be resolved using reasonable administrative practices and judgment. Provider shall keep in effect all licenses, permits, notices, and certificates required by law, and by this Agreement.

16. NONDISCRIMINATION.

A. During the performance of this Agreement, Provider shall not unlawfully discriminate, harass, or allow harassment against any recipient of services, employee, or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, age, marital status, sexual preference, or use of leave authorized by law. Provider shall ensure that its evaluation and treatment of recipients of services, employees, and applicants for employment are free of such discrimination and harassment. Provider shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f) set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Provider shall give written notice of its obligations under this clause to labor organizations with which it has a collective bargaining or other agreement.

B. Provider shall comply with the following: Provisions of Title VI of the Civil Rights Act of 1964 (42 USC § 2000), as amended by the Equal Opportunity Act of March 24, 1972 (P.L. 92-261), Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (29 USC § 794), and all requirements imposed by the applicable Health and Human Services regulations (45 CFR, Part 84); and the Americans with Disabilities Act.

C. Statement of Compliance. By signing this Agreement, Provider hereby certifies under penalty of perjury, as defined in California law, that Provider has, unless exempted, complied with the nondiscrimination requirements of Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

17. RELIGIOUS ACTIVITIES. Provider shall not, when conducting work funded by this Agreement: (A) Discriminate against anyone in employment or hiring based on religion; (B) Discriminate against any persons served based on religion; nor (C) Provide any religious instruction, worship, or counseling.

18. SMOKE-FREE PREMISES. Provider shall prohibit tobacco product use on its premises. "Premises" shall include all property owned, leased, or occupied by Provider, including its offices and day care centers, if applicable.

19. POLITICAL ACTIVITIES PROHIBITED. None of the funds, provided directly or indirectly, under this Agreement shall be used for any political activities or to further the election or defeat of any candidate for public office. No funds provided hereunder shall be utilized in support of any partisan political activities, or activities for or against the election of a candidate for an elected office.

20. CULTURAL SENSITIVITY. Provider shall make every effort to ensure that clients receive from all staff members' effective, understandable, and respectful care that is provided in a manner compatible with their cultural health beliefs and practices and their preferred language. To that end, Provider shall make efforts to offer and provide language assistance services including having bilingual staff and/or interpreter services to each patient/consumer with limited English proficiency at all points of contact.

21. SUSTAINABILITY.

A. Commission anticipates that revenues from Proposition 10 distributed by the First 5 California Children & Families Commission will diminish in the future and that the Commission's annual strategic plan, which is reviewed by the public, may change and/or reprioritize strategy areas as often as every year. For these reasons, Commission cannot and does not guarantee that a program once funded will continue to be funded, even if it is effective in attaining the Commission's goals.

B. Commission shall have no responsibility or obligation to ensure the long-term sustainability of Provider or Provider's program. The ultimate responsibility for sustainability shall be borne by Provider. Commission may, if it chooses, be a partner with Provider in exploring any available funding options for a funded program, and may work in a coordinated way with those agencies and individuals administering other fund sources to identify and structure alternative ways to fund Provider. Options for a Provider to pursue to sustain the Program defined in this Agreement include, among others, seeking funds from other private and public sources, including governmental, corporate, and charitable sources, and soliciting donations.

C. If appropriate for the Program, and as determined by the parties, Provider shall develop a written sustainability plan for the Program defined in this Agreement with consultation from Commission staff where appropriate.

D. If appropriate for the Program, and as determined by the parties, Provider shall fully cooperate with Commission and others identified by Commission staff to address the goals of service integration.

22. NOTICES. Notices shall be given to Commission at the following location:

FIRST FIVE YUBA
1114 Yuba Street, Suite 147
Marysville, CA 95901

Notices shall be given to Provider at the following addresses:

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
C/O Kathy Woods
1919 B Street
Marysville, CA 95901

23. INDEPENDENT PROVIDER. Both parties understand and agree that Provider is an independent contractor and that no relationship of employer-employee exists between the Commission and Provider. Neither Provider nor Provider's assigned personnel shall be entitled to any benefits payable to employees of the Commission.

24. PUBLIC RECORDS ACT. Upon its execution, this Agreement (including all exhibits and attachments) shall be subject to disclosure pursuant to the California Public Records Act.

25. GOVERNING LAW AND CHOICE OF FORUM. This Agreement shall be administered and interpreted under California law as if written by both parties. Any litigation arising from this Agreement shall be brought in the Superior Court of Yuba County. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorney's fees.

26. TERMINATION.

A. Should either party fail to substantially perform its obligations in accordance with this Agreement, the other party may notify the defaulting party of such default in writing and provide not less than fifteen (15) days to cure the default. Such notice shall describe the default, and shall not be deemed a forfeiture or termination of this Agreement. If such default is not cured within the fifteen-day period (or such longer period as is specified in the notice or agreed to by the parties), the party that gave notice of default may terminate this Agreement upon not less than fifteen (15) days advance written notice. The foregoing notwithstanding, neither party waives the right to recover damages against the other for breach of this Agreement.

B. This Agreement is subject to the Commission appropriating sufficient funds for the activities required of the Provider pursuant to this Agreement. If the Commission's adopted budget does not appropriate sufficient funds for this Agreement, the Commission may terminate this Agreement by giving thirty (30) days written notice to the Provider, in which event the Commission shall have no obligation to pay Provider any further funds or provide other consideration, and the Provider shall have no obligation to provide any further services under this Agreement.

C. This Agreement may be terminated for any reason by either party at any time during its term, by giving a thirty-day written notice to the other party.


27. INTEGRATION. This Agreement, including the language preceding the Agreement and the Agreement itself, represents the entire understanding of Provider and Commission as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may be amended only by written instrument signed by the Commission and Provider.

[Remainder of page intentionally left blank.]

1. AUTHORITY. By signing below, the parties to this Agreement represent that they have the authority to enter into this Agreement and that they agree to abide by the terms and conditions specified above.

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

FIRST FIVE YUBA COMMISSION

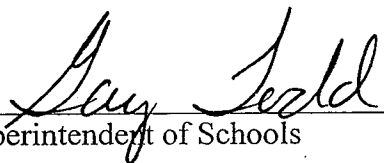


Commission Chair

10-4-13

Date

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT




Superintendent of Schools

6/25/13

Date

Approved as to Form:



Commission Counsel
Michael R. Cohen Asst Gen. Counsel

10/4/2013

Date

EXHIBIT A
RFP SCOPE OF WORK

64

Exhibit B

EXHIBIT B
FISCAL REPORT

2013-2014

Itemized Budget Expenditure Report

Contractor Name:	Marysville Joint Unified School District – Child Development Program
Program Name:	School Readiness Program
Agreement Number:	13-107
Agreement Period:	7/1/13 - 6/30/15
Reporting Per/Inclusive Months:	Period 1: July 1 - June 30, 2014

Line Item	Current Expenses	Year to Date Expenses	Approved Budget	Ending Balance	% Expended
Personnel Expenses:					
Outreach Specialist #1	0	0	19,979	19,979	0%
Outreach Specialist #2	0	0	20,189	20,189	0%
Outreach Specialist #3	0	0	19,709	19,709	0%
Benefits for OS #1	0	0	12,492	12,492	0%
Benefits for OS #2	0	0	15,336	15,336	0%
Benefits for OS #3	0	0	15,352	15,352	0%
Sub Total	0	0	103,057	103,057	0%
General Expenses:					
Program Materials	0	0	9,000	9,000	0%
Printing	0	0	400	400	0%
Office Supplies	0	0	4,070	4,070	0%
Staff Travel & Training	0	0	900	900	0%
Communications	0	0	420	420	0%
Sub Total	0	0	14,790	14,790	0%
Indirect:	0	0	7,153	7,153	0%
Total Program Expenses	\$0	\$0	\$125,000	\$125,000	0%

65

2014-2015

Itemized Budget Expenditure Report

Contractor Name:	Marysville Joint Unified School District – Child Development Program
Program Name:	School Readiness Program
Agreement Number:	13-107
Agreement Period:	7/1/13 - 6/30/15
Reporting Per/Inclusive Months:	Period 2: July 1 - June 30, 2015

Line Item	Current Expenses	Year to Date Expenses	Approved Budget	Ending Balance	% Expended
Personnel Expenses:					
Outreach Specialist #1	0	0	20,379	20,379	0%
Outreach Specialist #2	0	0	20,592	20,592	0%
Outreach Specialist #3	0	0	20,104	20,104	0%
Benefits for OS #1	0	0	12,617	12,617	0%
Benefits for OS #2	0	0	15,490	15,490	0%
Benefits for OS #3	0	0	15,506	15,506	0%
Sub Total	0	0	104,688	104,688	0%
General Expenses:					
Program Materials	0	0	8,000	8,000	0%
Printing	0	0	500	500	0%
Office Supplies	0	0	3,239	3,329	0%
Staff Travel & Training	0	0	950	950	0%
Communications	0	0	470	470	0%
Sub Total	0	0	13,159	13,159	0%
Indirect:	0	0	7,153	7,153	0%
Total Program Expenses	\$0	\$0	\$125,000	\$125,000	0%

66

EXHIBIT C

EVALUATION PLAN AND REPORTS

Program Description

First Five Yuba (FFY) has awarded the Marysville Joint Unified School District (MJUSD) a two-year \$250,000 grant to provide school readiness services from July 1, 2013 through June 30, 2015 for children ages 0-5 years and their families who reside in the Cedar Lane, Ella and Linda Elementary catchment areas. The SR staff includes a health specialist and three full-time Outreach Specialists (OS). MJUSD provides in-kind fiscal and program oversight, custodial services, facilities, and nutrition services.

The School Readiness Initiative (SR) provides these core services:

- **Parents as Teachers (PAT)** home-visiting program provided to 10 qualifying families at each of the 3 sites. The OS provides developmentally appropriate activities for parents and young children and provides books and activities using the *Raising a Reader* curriculum.
- **Raising a Reader Program (RAR)** for 172 children enrolled in state preschool at the three target elementary school campuses and the 30 children receiving PAT Home Visiting services.
- **Weekly parent education workshops** at all three school using a variety of resources including but not limited to *Raising a Reader (RAR)* and *Lets' Read Together (LRT)* curricula.
- **Obesity Prevention** through monthly healthy eating and physical activity workshops at each of the three sites with at least 10-25 parents attending each. Community resource and referral to nutrition and physical activity opportunities.
- **Monthly parent meetings** at each of the three elementary schools designed to familiarize families with the school campus and provide topics of interest.
- **Family Resource Center** services in collaboration with Harmony Health FRC, as appropriate.
- **Health Services:** Comprehensive health screening for children of all home visited families and state preschool students. Screening will include immunization status, vision, oral health, hearing and body mass index. Where needed, families will be referred to enrollment or health service providers. Families provided oral health information and service referrals.
- **On site coordination** through regular interdisciplinary team meetings and annual School Site Meetings with school site representatives and other community partners.

Like all FFY grantees, this project has two additional objectives:

- **To collaborate with other FFY and community partners** to build a more comprehensive and integrated system of children and family services in Yuba County.
- **To leverage existing and new community resources** with a goal of program sustainability.

Program Logic Model

Resources	Activities	Outputs	Outcomes	FFY Result Areas
<ul style="list-style-type: none"> • MJUSD SR Coordinator (in kind) • 3 FTE bilingual/bicultural Outreach Specialists (OS) • Health Specialist • 4 AmeriCorps • RAR¹, PAT², "Let's Read Together" curricula. • Ella, Cedar Lane and Linda Schools • 7 onsite state preschool classes serving 172 children • Cedar Lane, Ella, Linda school campuses and FRCs • Harmony Health • Peach Tree Clinic 	<ul style="list-style-type: none"> • Parents as Teachers home-visiting • RAR program • Weekly parent education workshops • Healthy eating and physical activity workshops • Community resource and referral to nutrition and physical activity opportunities • Monthly school site parent meetings • Community resource & referral • Comprehensive health screening • On site coordination through regular interdisciplinary team meetings and annual School Site Meetings (initially weekly, may be reduced if needed) 	<ul style="list-style-type: none"> • 30 qualifying families participate in PAT services 2x/mo for 10 months • 200 children participate in RAR for 9 months • # parents participating in each weekly workshop • 30 obesity prevention workshops attended by at least 10 adults each • Monthly parent meetings at each school reaching 20-50 parents each • # of referrals by FFY outcome • # of children with health and developmental screenings by type • #/% of children fully immunized and with health insurances at k-entry 	<ul style="list-style-type: none"> • Support FRCs to increase access to culturally appropriate services and increase service coordination • Increased parental knowledge and behaviors supporting child development • Children are ready for school • Families eat healthy and exercise • Improved oral health • Improved child health 	<ul style="list-style-type: none"> • Improved systems of care • Improved family functioning • Improved child development • Improved child health

68

¹ *Raising a Reader* is an evidence-based family literacy program.

² *Parents as Teachers* an evidence-based child development home visitation program.

Evaluation Plan

FFY Outcome #	Program Outcomes	Program Performance Indicators	Data Collection Methods & Tools	Frequency & Schedule of Data Collection	Sample Size
Family Functioning	Improved parenting knowledge and behaviors to support their child's social, physical & emotional development	PARENT EDUCATION <ul style="list-style-type: none"> • # of parent workshops by topic, language, and community partners • # of attendees per session • Parent workshop feedback only on series: <ul style="list-style-type: none"> ➢ Quality of presentation ➢ Convenience of location ➢ Helpfulness of ideas ➢ Willingness to recommend to others 	Workshop log (WL) Workshop sign-in summaries (WS) Participant Count Form (PC) for workshops FFY Workshop Feedback Form	Reported quarterly in Milestones	100%
		PAT <ul style="list-style-type: none"> • # of CORE families with open cases for home visiting, by school, ethnicity & home language • # of visits completed Families report: <ul style="list-style-type: none"> • Confidence as a parent • Understanding of child development • Improvement in parent/child relationship • Satisfaction • Knowledge of community resources 	All PAT programs meet at-risk qualifications OS Case Records Participant Count Form (PC) FFY Intensively Served Family Survey	Reported quarterly in Milestones Family survey 1/x/CORE family near completion of PAT program services each year	100% PAT families
	Improved family access to community services	Collaboration with Harmony Health FRC		Reported quarterly in Milestones	

Child Development	Children are ready for School	Improved home reading frequency, attitudes and behaviors improve	RAR matched set pre and post survey	Within first 3 weeks of program initiation, at least 6 months later, entered by FFY, analyzed by evaluator	100% of preschool families
Child Health	Promote healthy eating and physical activity	<ul style="list-style-type: none"> # Healthy eating and physical activity workshops by school site and attendance BMI scores of children whose parents who participate in physical activity programs 3 or more times compared with all other children screened 	Attendance sheets BMI Assessments	Reported in Milestones	100%
	Increase access to oral health services	<ul style="list-style-type: none"> # of PAT programs ages 1-5 years who have seen a dentist in prior 12 months #/% of entering K students who have seen a dentist in prior 12 months 	PAT Case Files Health Specialist records	Reported in Milestones in 4 th quarter	All PAT
	Pre-K health access	<ul style="list-style-type: none"> # of children with health and developmental screenings by type Screening outcomes by ethnicity #/% of children fully immunized and with health insurances at k-entry #/% of children 1-5 in PAT program who have seen a dentist in prior 12 months #/% of children 1-5 in core families who have medical home 	Health Specialist Report Milestones K registration survey at target schools Health Specialist records	Annually, reported in Milestones Annually, reported in 4 th Quarter	100% Core 100% respondents to K registration survey & families assisted in health insurance enrollment

Systems of Care	FRCs provide culturally appropriate services and coordinate services across agencies	# on site interdisciplinary team meetings		Progress reported in quarterly Milestones	N/A
		Outcomes of annual School Site Meetings	Quarterly Milestones		
		Increased utilization of 3 levers of change (parent partnerships, policy/systems, professional development) and 5 protective factors	BUILD Assessment Tool	Evaluator meets semi-annually with YFRC Network partners to use tool. Evaluator analyzes findings	Done in partnership with AmeriCorps and FRC Network

Data Collection & Reporting Tools

- a. **Event Sign-In Sheets**, customized by OS with program title and date and location. Includes participant count fields (child age, ethnicity, home language, place of residence). Used at monthly and weekly workshops. Summarized and submitted quarterly to FFY.
- b. **FFY Participant Count Form**, one for Family Functioning (CORE PAT families & parent education), one for health services, one for child development (RAR) Submitted to FFY quarterly.
- c. **FFY Workshop Feedback Form** (standard) customized by OS with program name, location and dates and relevant program learning objectives, only for series workshops. Returned surveys are entered by FFY into Survey Monkey. Summaries are downloaded in excel and analyzed by evaluator.
- d. **RAR pre and post family surveys**. Administered by preschool teachers in September and May. Entered by FFY. Analyzed by evaluator. Summaries provided to preschool teachers and SR staff.
- e. **CORE Family case records** maintained by OS. Used internally to collect client count, reading frequency, visitation frequency, cause of case closure which are reported in Milestones. (MAKE SURE it has *Pre- Reading Frequency & Client Termination Form*)
- f. **FFY Family Survey** administered by OS when CORE family case is coming to completion. Returned surveys are submitted quarterly to FFY for closed cases, regardless of date home-visiting was initiated, and analyzed by evaluator.
- g. **FFY Milestones**, narrative reports compiled quarterly by FFY SR Coordinator. Designed to report program activities, outputs and performance measures.
- h. **K Registration Survey** to be requested of all families registering a child for Kindergarten in target schools. Data entered by FFY and analyzed by evaluator.
- i. **Health Assessments** – done by Health Specialist, summarized in Milestones.
- j. **Referral Log**
- k. **BUILD Assessment Tool**, to be administered by the evaluator to assess YFRC Network utilization of Strengthening Families Approach.

Start Date - End Date	07/01/2013 – 06/30/2014
First Five Yuba Funded Program	School Readiness Program

Milestone 1: Workshop Logs

Please complete and submit a workshop log indicating the topic, language, community partners and the number of attendees per session at each of the three school sites for each quarter. Submit the workshop logs with this milestone report.

Milestone 2: Workshop Feedback

Please submit parent workshop feedback forms for any "series" workshops that occurred during the quarter.

Milestone 3: PAT Program

Please report the number of families and the number of times they are visited per month at all three school sites for each quarter. Submit a Participant Count Form specifically for the home visited families with this milestone report.

	# Families Visited	Total # Visits	Please collect family survey for all families in fourth quarter	
			# surveys collected	If any cases are closed, please collect family survey and describe reason for closure.
Qtr 1				
Qtr 2				
Qtr 3				
Qtr 4				

Milestone 4: Raising A Reader

Please report the total number of preschool and PAT children participating in RAR and the number of submitted pre and post surveys.

	# Preschool Participants			Home Visited Families	
	# enrolled	# PRE Surveys	# POST Surveys	# PRE Surveys	# POST Surveys
Quarter 1					
Quarter 2					
Quarter 3					
Quarter 4					

Milestone 6: Kindergarten Registration Surveys

Please submit the Kindergarten Registration Surveys from the three target schools to FFY staff in Quarter 1.

72

Milestone 7: Health Screenings

Please report the number and type of health screenings provided at all three school sites for each quarter and the # referred for additional services by type and ethnicity

	# Screened	Number not in target range				Notes
		White	Latino	Asian	Other	
Dental						
Vision						
Fully Immunized						
Hearing						
BMI						

Milestone 9: BMI Scores

Please prepare a report comparing the BMI scores of children whose parents have participated in physical activity programs 3 or more times with all other children screened. Submit this report to FFY staff in **Quarter 4**.

Milestone 10: Oral Health

Please report the number of home visited children 1-5 years of age who have seen a dentist in the prior 12 months. Submit these numbers in **Quarter 4**.

Quarter 4	
-----------	--

Milestone 11: Health Access

Please report the number and percentage of children fully immunized and with health insurance at Kindergarten entry. Submit these numbers in **Quarter 4**.

	# screened	# fully immunized
Quarter 2		

Milestone 12: FRC Team Meetings

Please report the number of site interdisciplinary team meetings at Ella and Cedar Lane Schools each quarter.

	Quarter 1	Quarter 2	Quarter 3	Quarter 4
Ella				
Cedar Lane				

Date: 07/01/2013 – 09/30/2013

Achievement Note:

Date: 10/01/2013 – 12/31/2013

Achievement Note:

Date: 01/01/2014 – 03/31/2014

Achievement Note:

Date: 04/01/2014 – 06/30/2014

Achievement Note:

Milestone 13: Community Meeting (optional)

If the SR program hosts any community/school meetings, please tell us about the purpose and outcomes.

Ella	
Cedar Lane	
Linda	
Other	

Milestone 14: Collaboration

Please list the partners with whom your program has worked, and indicate the quarter(s) in which the activity occurred. Briefly describe the purpose and outcome of the collaboration.

Collaborative Partner	Q1	Q2	Q3	Q4	Describe Activity

Milestone 15: Leveraged Resources

Please report source, quarter received, estimated dollar amount and description of additional resources (grants, loans, in-kind, volunteer) that you have secured for this project.

Source	Q1	Q2	Q3	Q4	\$	Description

Milestone 16: Other

What challenges did your project encounter this quarter? What solutions are emerging? What lessons are you learning? Report here your challenges, solutions and lessons learned this quarter. This milestone can also be used to document any anecdotal stories you would like to share regarding your program. Photos with signed releases of program activities are always welcomed!

Date: 07/01/2013 – 09/30/2013

Achievement Note:

Date: 10/01/2013 – 12/31/2013

Achievement Note:

Date: 01/01/2014 – 03/31/2014

Achievement Note:

Date: 04/01/2014 – 06/30/2014

Achievement Note:

EXHIBIT D
REQUEST FOR PROPOSAL

75

Exhibit C

APPLICATION COVER SHEET

Contact Information:

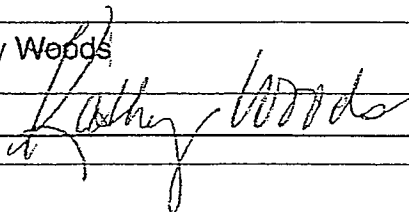
Name of Requesting Organization or Individual: Marysville Joint Unified School District- Child Development Program	
Primary Contact: Kathy Woods	Title: Child Development Director
Address: 1919 B Street, Marysville	ZIP: 95901
Phone: 530-749-6162	Fax: 530-741-6019
E-mail Address: kwoods@mjustd.com	Website: www.mjustd.com

APPLICATION CHECK-OFF LIST

Please make sure your proposal includes the following:

- ☐ One original application with signature
 - ☐ 7 additional copies (for a total of 8) of the entire application including:
 - Application Cover Sheet
 - Summary Information
 - Application Narrative
 - Letters of Commitment from partnering organizations (if applicable)
 - List of sites and addresses where services will be provided
 - Budget information
 - Board of Directors list and their affiliations
 - Accountability worksheet
 - ☐ Audited financial statement (one copy only). Note: If no audited financial statement is available, submit a copy of your most recent tax return
- Staple the copies in the top left hand corner and paperclip the original. Please note: the FFY Commission office will not make copies for individuals
 - No additional attachments of any kind will be accepted (i.e., cover letters, letters of recommendation)
 - Incomplete proposals will not be considered for funding

By signing and submitting this application, I agree that the information in this application is accurate.

Date: October 20, 2012
Name: Kathy Woods
Signature: 

SUMMARY INFORMATION

1. Project Title: School Readiness Program

2. Organizational Background:

In operation since: 1966	Serving 0-5 population since: 1967
Public Agency: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Non-profit <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
501c (3) Agency: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

3. Staff & Volunteers- Child Development Program

	Number of Paid Full-Time Staff	Number of Paid Part-Time Staff	Number of Volunteers
Entire Organization	10	42	10
Programs and services targeted to families with children under 5	10	42	10

4. Financial Information

Area	Year	Amount	Year	Amount
Organizational budget (Please show past two years)	10/11:	\$2,091,009	11/12:	\$1,802,849
Programs serving children 0-5 (All programs serving 0-5 target)	10/11:	\$2,091,009	11/12:	\$1,802,849

13/14 Year 1 Project Budget (If requested project includes other funding)	\$161,000	13/14 Year 1 Requested Amount (Repeat, if same)	\$125,000
14/15 Year 2 Project Budget (If requested project includes other funding)	\$161,000	14/15 Year 2 Requested Amount (Repeat, if same)	\$125,000
15/16 Year 3 Project Budget (If requested project includes other funding)	\$161,000	15/16 Year 3 Requested Amount (Repeat, if same)	\$125,000

5. Please list all past grants or contracts received and/or applied for:

Year	Grants program or Contract	Amount \$	Year	Grants program or Contract	Amount \$
12-13	FFY SR Funding	140,747	08-09	FFY SR Funding	140,747
11-12	FFY SR Funding	140,747	07-08	FFR SR Funding	140,747
10-11	FFY SR Funding	140,747	06-07	FFY SR Funding	140,747
09-10	FFY SR Funding	140,747	02-06	FFY SR Funding	271,712

Your Organization Background and Description

Describe your organization's mission and history, particularly addressing your experience and expertise in serving the 0-5 population

Approximately twelve years ago, multiple stakeholders representing the children and families of Yuba County came together to develop a vision for what a high quality School Readiness Program would look like in their community. Those stakeholders felt passionately about the importance of building a comprehensive School Readiness Program that would create a school and community culture supportive of early learning, not only for the child but the family as well. MJUSD is proud to have worked in tandem with the First Five Yuba since 2000, successfully implementing the School Readiness Program, serving thousands of children and families in the community of Cedar Lane, Linda and Ella.

MJUSD maintains a high level of commitment to serve the youngest of all students and families in our school district. It is the Mission of the MJUSD Child Development Program *"to provide the highest quality of services to our youngest of students in a safe, nurturing, positive and engaging learning environment. Goals of our Preschool program also include providing parents the opportunity to build or reinforce confidence in their role as primary educators of their children and to build a home-school partnership working in the best interest of their child."*

MJUSD Child Development Program has seized multiple grant expansion opportunities over the past ten years and has successfully increased the number of preschool students served from approximately 275 students in 2000 to approximately 450 students in 2012.

Your organization and the FFY Strategic Plan

Explain how your organization's mission, programs and services relate to the FFY Strategic Plan

The MJUSD elementary schools and Child Development Program are integral stakeholders to the implementation of the FFY Strategic Plan and have a vested interest in working in collaboration to coordinate services through the Family Resource Centers at Cedar Lane, Linda and Ella.

MJUSD values the FRC as a "hub" of services for our families and look forward to infusing/incorporating the School Readiness Program into the plethora of services available at our FRCs. The FRC service delivery model, along with our Parents as Teachers Home Visiting Program, Parent Workshops, Raising A Reader Program, and Health Screenings would allow us to focus not only on Improve Systems of Care, which is described as the "backbone" of the other result areas in the FFY Yuba Strategic Plan, but Improve Family Functioning, Improve Child Development and Improved the Health of children as well.

Describe an organizational achievement that demonstrates your commitment to the FFY Strategic Plan

MJUSD places a significant value on the development of our youngest students and most recently allocated federal Title 1 dollars to the Child Development Program so that we could expand preschool services with the establishment of a Title 1 Preschool Program. MJUSD's

priority to serve our preschool population, during this challenging economical time with continued budget cuts and restrictions, illustrates how MJUSD supports the FFY Strategic Plan.

MJUSD has invested approximately \$1,650,000 into the School Readiness Project over the past ten years by allocation Quality Education Investment Act funds, Medi-Cal Administrative Activities funds, Categorical Summer School funds and In-Kind contributions related to custodial, facilities, nutritional services, fiscal and program oversight thus demonstrating MJUSDs strong commitment to the FFY efforts.

Your Funding Request

Demonstration of need related to the FFY Strategic Plan

List the outcome areas, strategies, and indicators which would be addressed by the funding request

Result Area #1: Improve Systems of Care – Strategy #1: Support Family Resource Centers to increase access to culturally appropriate services and to increase service coordination. *Objective A:* Support the development and delivery of culturally appropriate Family Resource Center Services. *Indicator of Success:* Increase number of Family Resource Center services that are culturally and linguistically appropriate for the target population, Increase participation in the Family Resource Center services by families with children 0-5. *Objective B:* Support the collaboration of services between Family Resource Centers and schools to ensure that there is coordination of services. *Indicators of Success:* Hold an annual meeting with one Family Resource Center and applicable schools, Increased number of families who receive comprehensive information and referral services from a Family Resource Center.

Result Area #2: Improve Family Functioning – Strategy #1: Support programs that aim to increase parent knowledge and build parental skills around child development and family success. *Objective A:* Increase culturally appropriate parent education services and informational resources for parents of children 0 – 5. Services may include cooking and nutrition, adult education and literacy, how to read and play with young children, family literacy, parenting support for teenage mothers and fathers, and childhood development. *Indicator of Success:* Increased number of culturally and linguistically appropriate services and informational resources for parents of children 0-5, Increased utilization of services by parents of children 0 – 5, Parents demonstrate improvement in knowledge, behavior, and attitudes related to child development.

Result Area #3: Improve Child Development – Strategy #1: Support services that prepare children for school. *Objective A:* Support a range of services that prepare children 0-5 and their families for school (e.g. home visiting, kinder camp, family literacy programs, etc.). *Indicator of Success:* Increased number of participation in school readiness services, Increased frequency and number of parent-child activities (e.g. singing songs, telling stories, reading, playing games, etc.). *Objective C:* Support family literacy activities and events. *Indicator of Success:* Increased number of and participation in family literacy activities, Increased frequency and number of families singing songs, telling stories, and reading to their children. *Objective D:* Support activities that encourage parental involvement to prepare children for school. *Indicator of Success:* Increased number of and participation in activities that encourage parental involvement in child's learning.

Result Area #4: Improve the Health of Children – Strategy #1: Support programs that promote healthy eating and physical activity. *Objective A:* Work with community partners to establish health eating and exercise programs. *Indicator of Success:* Identification of community partners. *Objective B:* Develop childhood obesity educational materials for distribution to partners and parents. *Indicator of Success:* Preparation of educational materials for distribution to parents. **Strategy #2:** Support programs that increase access to oral health services. *Objective A:* Support oral health programs and services, including fluoridation of community water supply. *Indicator of Success:* Increased number of children who went to the dentist or dental hygienist in the past year.

Provide statistical and/or anecdotal evidence of need. This could be a service need of a specific target population, or organizational need, or a combination that relates to the 0-5 population
A statistical analysis of our targeted-schools, demonstrates a need for high quality services associated with school readiness. In addition to low preschool readiness levels, many of our students are living in situations that place them at greater risk for school failure: poverty, single parent household, low level of maternal education, substance abuse and high school drop-out rates.

Cedar Lane Elementary Academic Performance Index: 1, 96% Free and Reduced Meals, 45% English Learners, 32% of parents did not graduate High School.

Ella Elementary Academic Performance Index: 2, 91% Free and Reduced Meals, 50% English Learners, 32% of parents did not graduate High School.

Linda Elementary Academic Performance Index: 2, 90% Free and Reduced Meals, 46% English Learners, 32% of parents did not graduate High School.

While there is clear evidence depicting some challenges associated with the demographics of the Cedar Lane, Linda and Ella catchment areas, we must also take into consideration the “value” of the existing School Readiness Program and the benefits it brings to the community. As outlined in the First Five Yuba Evaluation Findings FY 11-12 there are multiple indicators that demonstrate evidence of need for the School Readiness Program.

- Children who participated in the School Readiness Program were more likely to have seen a dentist, have health insurance, and read daily to at home than other incoming MJUSD kindergarten at non- School Readiness sites.
- School Readiness families demonstrated an increase in reading frequency at home.
- School Readiness parents Personal Goals were achieved related to parenting and knowledge of child development.
- There were “high satisfaction rates” related to services delivered.
- Evidence that School Readiness parent’s behavior changed related to parenting and child development.

Lastly, it is important to note, that the School Readiness Program is designed to specifically target all four of the Result Areas of the FFY Strategic Plan addressing the needs of children 0-5 and their families. The School Readiness service delivery model allows us to skillfully

incorporate and coordinate with other stakeholders and FFY Grantees, thus providing more comprehensive services.

Approach

Describe your proposed project

Our School Readiness Program proposal is to request \$125,000 for each of the next three years beginning in July 2013. MJUSD would invest approximately \$36,000 for each of the next three years, utilizing Medi-Cal Administrative Activities dollars in addition to (\$98K) for In-Kind contributions related to custodial, facilities, nutritional services, fiscal and program oversight.

Our proposed School Readiness Program would utilize the experience and expertise of our existing full-time Health Specialist and existing three full-time Outreach Specialists to achieve the above described Strategies, Outcomes and Indicators. It is the intent of our School Readiness Program to work alongside the Family Resource Center staff, Ameri-Corps members and other partners to integrate services for our families.

Parent Workshops will continue to be an integral component of our School Readiness Project and will include the following topics: Reading/Literacy, Physical Activity, Nutrition, Health Promotion and School and Community Systems. The integration of the Ameri-Corps members into our Parent Workshop setting will assist with providing much needed childcare/preschool support for the participants. Our collaborative approach will allow other community stakeholders and FFY Grantees to assist in providing valued information and resources to our families.

The Parents as Teachers Home Visitation program will be another School Readiness Project component. Each Outreach Specialist will work with ten families using the evidence-based Parents as Teachers curriculum, providing developmentally appropriate activities and children's literature. Outreach Specialists will conduct the home visits alongside the Ameri-Corps member so as to provide services to both the parent and child.

Raising a Reader, an evidence-based literacy program will be provided to all of our Cedar Lane, Linda and Ella state preschool students along with the core families that are participating in the Parents as Teachers home visitation program. Raising a Reader allows children the opportunity to take home a different book bag each week and includes our outreach and preschool staff hosting workshops and training parents in read-aloud strategies.

The Health Specialist will provide comprehensive health screenings to our Parents as Teachers home visited and state preschool students. Health screenings will consist of immunization status, vision, oral health, hearing and body mass index. The Health Specialist will work individually with each family to ensure that their child's health care needs are met as well as providing workshops on health related topics.

The School Readiness Program staff will attend the Multi-Disciplinary Team meetings at the Cedar Lane, Linda and Ella FRC's each week to ensure that there is a coordinated effort amongst the School Readiness staff, FRC staff, Ameri-Corps members and school administrators to ensure seamless services for families.

Indicate the name of any curriculum you will use, if you are planning a curriculum-based approach for any of the proposed activities

The Parents as Teachers curriculum and Raising a Reader program will be utilized in our School Readiness Program.

Indicate the current number of children, parents or providers served, if any, and indicate the additional numbers to be served with the FFY funding

During the 2011-2012, the School Readiness Program served 575 children and 499 parents. It is our expectation to increase those numbers with continued funding from FFY.

Describe the primary populations currently served, if any, and those you propose to serve (I.E specific ethnic or cultural communities, special needs populations or specific targets such as non English speaking families, teen parents, nursing mothers, medically fragile babies, etc)

The primary populations served shall continue to be **all** children 0-5 and their families who reside in the catchment areas of Cedar Lane Elementary, Linda Elementary and Ella Elementary schools.

Indicate if you are currently doing work in this program area and describe what you are doing

The MJUSD and FFY currently work as partners to facilitate the FFY School Readiness Program for children and families. During the FY 11-12 our School Readiness Program directly provided 278 sessions of parent workshops and hosted community partners to provide an additional 144 workshops for a total of 422 community events. This totaled 2.94 million participant hours of parent education. 30 of our families were intensively served and participated in the Parents as Teacher Home Visiting Program. The Raising a Reader take-home book program was implemented with 138 children and families. Our School Readiness Program also provided extensive health screenings to 115 preschool age children.

Indicate any other organizations you will work with to accomplish the goals of the project and provide a one-page letter of commitment from each organization with which you will be working

Harmony Health Resource Center

Child Development Behavioral Specialist-YCOE

Peach Tree Health Clinic

Cedar Lane Elementary School

Linda Elementary School

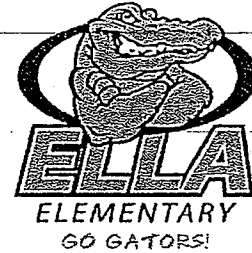
Ella Elementary School

Describe how you will measure success

Success of our School Readiness Program will be measured using Participant Count Forms, FFY Workshop Feedback Forms, Pre and Post Raising a Reader surveys, Case Intake Forms, and Referral Logs.

Ella Elementary

4850 Olivehurst Ave
Olivehurst, CA 95961
(530) 741-6124; FAX (530) 741-7806
Rob Gregor, Principal~



*Home of the
"Gators"*

October 23, 2012

Dear First Five Yuba,

It is with enthusiasm that I write this letter on behalf of the School Readiness program here at Ella Elementary School. We have a long-standing relationship with Child Development and wish to see it continue with new and innovative ways of serving our families.

The School Readiness project focuses on:

- Improved Family Functioning
- Improved Health
- Improved Child Development
- Improved Systems of Care

These are all provided through:

- Parent workshops
- Raising a Reader program
- Parent as Teachers home visit program
- Health Screenings

In recent years, parents have become an important part of our campus. They can be seen walking the campus for exercise, having meetings at our benches, cooking meals that are low fat, receiving practical information on how to have a healthy lifestyle. They learn that they are their child's most important teacher. They have learned that their contribution to the school environment is welcome and needed. Health screenings are done and parents learn the importance of education and attendance.

The school readiness program has become an important part of our culture here at Ella Elementary School. Please support this valuable program.

Sincerely,

Rob Gregor

Rob Gregor
Principal

10/24/2012

Dear First Five Commission,

As the CEO of PeachTree Healthcare in Marysville, CA, I am writing this letter of commitment for the Marysville Joint Unified School District's School Readiness Program. We look forward to, and support their program which centers on improved health, child development, family functioning and systems of care.

We have, for several years collaborated with the School Readiness Program by providing our annual screening of preschool children at those sites included in the SR catchment areas, Cedar Lane, Ella, and Linda Preschools. All children are offered services provided by the collaboration of PeachTree Health and the MJUSD nursing staff. Offered free of charge to all children are a hearing test, vision assessment, and dental exam, as well as a TB test for those attending kindergarten the following fall.

The services listed above, as well as those provided by the Yuba County Dental Van demonstrate our continuing support and commitment to children and families in our county. Providing quality healthcare to our most disadvantaged assures that we have done our best to give those children at risk the best possible start as they begin their school career.

Sincerely,

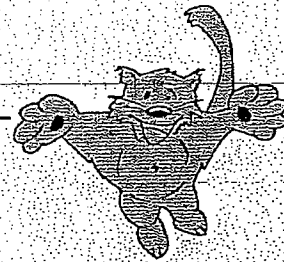


Greg Stone
CEO PeachTree Healthcare

84

Cedar Lane Elementary

841 Cedar Lane
West Linda, CA 95961
(530) 741-6112; FAX (530) 741-7860
Jill Segner, Principal



*Home of the
"Wildcats"*

October 22, 2012

Dear First Five Yuba,

It is with strong support that I write this letter on behalf of the School Readiness program here at Cedar Lane Elementary School. We have had a long-standing relationship with Child Development and wish to see it continue. The School Readiness project focuses on;

- Improved Family Functioning
- Improved Health
- Improved Child Development
- Improved Systems of Care

These are all provided through;

- Parent workshops
- Raising a Reader program
- Parent as Teachers home visit program
- Health Screenings

In recent years, parents have become an integral part of our campus. They can be seen walking the track for exercise, doing Zumba, cooking meals that are low fat, receiving fruit trees after listening how to have a healthy lifestyle. They learn that they are their child's most important teacher. They have learned that their contribution to the school environment is welcome and needed. Health screenings are done and parents learn the importance of education and attendance.

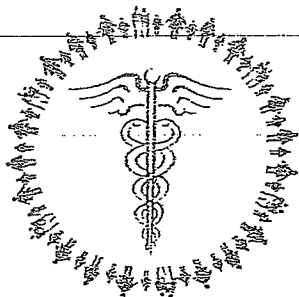
The school readiness program has become an integral part of our culture here at Cedar Lane Elementary School. Please continue your support of this valuable program.

Sincerely,

Jill Segner

Principal, Cedar Lane Elementary School

Marysville Joint Unified School District



Harmony Health Family Resource Center

1908 N. Beale Road, Suite D
Marysville, CA 95901

A Non-Profit Corporation Tax ID # 57-1195947

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October 20, 2012

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Michelle Costello
Director

Michelle Gracier
Director

Donna Dion
Director

Dear First 5 Yuba Commission,

It is with great enthusiasm that I write this letter of commitment for Yuba County's School Readiness Program. Harmony Health has been a strong partner of School Readiness since its initial funding. We have shared workshops, trainings and curricula including *Parents As Teachers* and *Car Seat Safety and Installation Certification*. We have shared clients, frequently referring to each other's program when it would best suit the needs of the families. On several occasions, we have joined forces in home visiting when there was a clear benefit such as engaging families, language barriers or safety issues.

Linda Elementary School has always been our "partner school." Our RN who is an Internationally Board Certified Lactation Consultant, has facilitated Mom's Group with the Latina School Readiness clients at Linda School on a regular basis for the past three years. We share a booth at community events, working in tandem to disseminate information about our programs and services as well as to promote those of First 5 Yuba.

Now we look forward, and are totally committed, to working as closely and collaboratively with Ella and Cedar Lane Elementary Schools and their School Readiness liaison as we have with Linda. We will share a facility with the School Readiness liaison at each site and work with families of children 0-5 in the most comprehensive ways possible. The SR liaisons will mentor our AmeriCorps members in pre-school activities while Harmony Health's Case Managers/ Home Visitors will prioritize SR referrals for families with a greater level of need. The SR liaisons have already proven themselves as a valuable resource that know the families intimately and have invested the time it takes to build trusting relationships. Of course, we intend to continue to honor our commitment with the SR program at Linda School as well.

School Readiness has laid the groundwork to build strong communities in each of these neighborhoods. We are invested in our relationships with School Readiness and the families we mutually serve. Without a doubt, we are committed to the overarching goal of strengthening families.

Sincerely,

Rachel Farrell
Executive Director

86

YUBA COUNTY OFFICE OF EDUCATION

COTIA HOLMES SANCHEZ, ED. D.
SUPERINTENDENT

935 14TH STREET, MARYSVILLE, CA 95901-4198
TELEPHONE (530) 749-4900
FAX NUMBER (530) 741-6500



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October 22, 2012

Dear First 5 Yuba Commissioners,

As the Assistant Superintendent of Educational Services for the Yuba County Office of Education, I am writing this letter of commitment regarding the School Readiness Project for the communities of Cedar Lane, Linda and Ella that is being submitted by the Marysville Joint Unified School District. The Yuba County Office of Education works collaboratively with Marysville Joint Unified School District supporting their Child Development Programs and School Readiness Project. We are committed and will continue to support the program and the activities which result in improving family functioning, health, child development and systems of care.

The Yuba County Office of Education will continue to ensure that staff is available to the program to assist with parent and teacher workshops on the topics of speech and language development, resources, information regarding the referral process for special education services and supports, behavior management, disability awareness and other topics as requested.

The Yuba County Office of Education will continue to provide staff to assist with screening and assessment of young children to ensure their special needs are identified and addressed prior to entering kindergarten. This process includes direct contact with students, as well as training of Marysville Joint Unified School District staff regarding what to look for in terms of specific areas of concern, and strategies to enhance speech and language development in the preschool classroom setting.

In addition, Yuba County Office of Education commits staff to participate in the School Readiness Project meetings and program review to facilitate the coordination of services between educational agencies. Yuba County Office of Education has worked closely with Marysville Joint Unified School District to share resources for many years, and looks forward to a continued partnership with them as they plan to continue their exemplary School Readiness Program which supports children and their families as they enter their formal educational programs.

Please feel free to contact me if you have any questions or the need for additional information.

Sincerely,

87

Sally Sokoloski, Assistant Superintendent Educational Services
Yuba County Office of Education

LOCATION OF SERVICE SITES

Please provide the name and full address of any current site for your organization and any proposed site where First Five Yuba funded activities will be provided in the following table:

Name of Site	Address	City	Zip
Cedar Lane Elementary	841 Cedar Lane	West Linda	95901
Linda Elementary	6180 Dunning Avenue	Linda	95901
Ella Elementary	4580 Olivehurst Avenue	Olivehurst	95961

CURRENT ORGANIZATIONAL ANNUAL BUDGET FOR 12-13

EXPENSES		REVENUE	
Item	Amount \$	Source	Amount \$
Salaries & wages	\$1,079,290	Government grants & contracts	\$1,647,346
Employee benefits & payroll taxes	\$ 328,976		
Consultants & professional fees	\$ 2,970	Foundations	\$
Travel	\$ 700		
Equipment	\$ 11,310	Corporations	\$
Supplies	\$ 88,573	Religious Institutions	\$
Training	\$ 1,462	United Way, other federated campaigns	\$
Printing & copying	\$ 1,680	Individual contributions	\$
Telephone & fax	\$ 1,000	Fundraising events & products	\$
Postage & delivery	\$ 800	Membership income	\$
Rent & utilities	\$ 764	In-kind support	\$
Evaluation data collection	\$	Other (earned income, consulting fees, etc.)	\$
Other: Fingerprinting/Fees	\$ 6,456		\$
Food/Meals	\$ 21,894		\$
Indirect Costs	\$ 94,271		
TOTAL EXPENSE	\$1,647,346	TOTAL INCOME	\$1,647,346
		BALANCE	\$ 0

89

PROPOSED PROJECT BUDGET FORM

If you have additional funds for this project, please include in the "Other Funding" Column.

PERSONNEL EXPENSES * (list positions separately)	% of Time Paid by Grant	Full-Time Equivalent Salary	July 2013 – June 2014		July 2014–June 2015		July 2015–June 2016	
			Request	Other Funding	Request	Other Funding	Request	Other Funding
Outreach Specialist #1	100%	\$19,979	\$19,979		\$20,379		\$20,787	
Outreach Specialist #2	100%	\$20,189	\$20,189		\$20,592		\$21,004	
Outreach Specialist #3	100%	\$19,709	\$19,709		\$20,104		\$20,507	
Health Specialist	0%	\$20,479		\$20,479		\$20,889		\$21,307
Personnel Benefits: Outreach Specialist #1	100%		\$12,492		\$12,617		\$12,744	
Personnel Benefits: Outreach Specialist #2	100%		\$15,336		\$15,490		\$15,645	
Personnel Benefits: Outreach Specialist #3	100%		\$15,352		\$15,506		\$15,662	
Personnel Benefits: Health Specialist	0%			\$14,884		\$15,033		\$15,184
SUBTOTAL			103,057	\$35,363	104,688	\$35,922	106,349	\$36,491

***NOTE:** List those positions involved with supporting new programs or the expansion or enhancement of existing programs. Do NOT list Executive Director or other administrative positions, if this would supplant pre-existing funding.

GENERAL EXPENSES	July 2013 – June 2014		July 2014–June 2015		July 2015–June 2016	
	Request	Other Funding	Request	Other Funding	Request	Other Funding
Program Materials	\$9,000		\$8,000		\$7,000	
Printing	\$400		\$500		\$600	
Office Supplies	\$4,070		\$3,239		\$2,378	
Staff Travel & Training	\$900		\$950		\$1,000	
Consulting Services						
Evaluation Data Collection						

Miscellaneous (include details)	\$420		\$470		\$520	
Cell Phone Bill for Specialists (4)						
SUBTOTAL						

EQUIPMENT (Itemize any equipment that costs more than \$2,000)	July 2013 – June 2014		July 2014 – June 2015		July 2015 – June 2016	
	Request	Other Funding	Request	Other Funding	Request	Other Funding
SUBTOTAL						

Proposed Project Budget Form (Continued)

SUBCONTRACTORS (List separately)	July 2013 – June 2014		July 2014 – June 2015		July 2015 – June 2016	
	Request	Other Funding	Request	Other Funding	Request	Other Funding
SUBTOTAL						

OTHER (Additional items that cost more than \$5,000)	July 2013 – June 2014		July 2014 – June 2015		July 2015 – June 2016	
	Request	Other Funding	Request	Other Funding	Request	Other Funding
SUBTOTAL						

TOTALS	July 2013 – June 2014		July 2014 – June 2015		July 2015 – June 2016	
	Request	Other Funding	Request	Other Funding	Request	Other Funding
SUBTOTAL: DIRECT EXPENSES (Add subtotals for Personnel, General, Equipment, Subcontractors and Other)						
ADMINISTRATIVE/INDIRECT EXPENSES (Maximum 15%)	\$7,153		\$7,153		\$7,153	
TOTAL PROJECT EXPENSE	\$125,000		125,000		125,000	

Financial Narrative

Provide a detailed narrative description of your financial request

MJUSD's grant proposal is requesting \$125,000 for each of the next three years beginning in July 2013 to provide a School Readiness Project for the communities of Cedar Lane, Linda and Ella.

Describe any other sources of funding you anticipate utilizing and how they will be used to support your proposed project

MJUSD would invest approximately \$36,000 for each of the next three years, utilizing Medi-Cal Administrative Activities dollars in addition to (\$98K) for yearly In-Kind contributions related to custodial, facilities, nutritional services, fiscal and program oversight. The Medi-Cal funds would support one full-time (6 hours a day) Health Specialist that would be contracted for 196 days, including vacation days.

Describe specific staffing, including whether FFY funds will support full or part-time positions and the percentage of those salaries funded by the proposed grant and explain how supplantation restrictions are not violated, if these are not new positions (see page 4 for supplantation restrictions)

FFY funding would support three full-time (6 hours a day) Outreach Specialists that would be contracted for 196 days, including vacation days. The MJUSD proposal does not violate the Non-Supplantation policy for FFY.

Provide an amount and a reason for any advance of funds request

No advances funds are requested.

Explain how you plan to sustain this project at the end of the funding cycle

MJUSD is committed to the School Readiness Project and will continue to explore the utilization of Medi-Cal funds. Seeking additional grant opportunities will also assist in sustaining the School Readiness Project.

List any collaborative partners

Harmony Health Resource Center
Child Development Behavioral Specialist-YCOE
Peach Tree Health Clinic
Cedar Lane Elementary School
Linda Elementary School
Ella Elementary School

List any other grants you plan to apply for

MJUSD remains open to applying for grants to sustain this project.

SCOPE OF WORK WORKSHEET

PROJECT NAME: SCHOOL READINESS PROJECT

ORGANIZATION NAME AND CONTACT INFORMATION: MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT – KATHY WOODS

Strategic Plan Outcome Area: Improve Systems of Care, Improve Family Functioning, Improve Child Development and Improve the Health of Children

Strategic Plan Strategies for Improve Systems of Care: 1.) Support Family Resource Centers to increase access to culturally appropriate services and to increase service coordination.

Strategic Plan Strategies for Improve Family Functioning: 1.) Support programs that aim to increase parent knowledge and build parental skills around child development and family success.

Strategic Plan Strategies for Improve Child Development: 1.) Support services that prepare children for school.

Strategic Plan Strategies for Improve the Health of Children: 1.) Support programs that promote healthy eating and physical activity. 2.) Support programs that increase access to oral health services. |

Strategic Plan Indicators for Improve Systems of Care: 1.) Increase number of Family Resource Center services that are culturally and linguistically appropriate for the target population. 2.) Increase participation in the Family Resource Center services by families with children 0-5. 3.) Hold an annual meeting with one Family Resource Center and applicable schools. 4.) Increased number of families who receive comprehensive information and referral services from a Family Resource Center.

Strategic Plan Indicators for Improve Family Functioning: 1.) Increased number of culturally and linguistically appropriate services and informational resources for parents of children 0-5. 2.) Increased utilization of services by parents of children 0-5. 3.) Parents demonstrate improvement in knowledge, behavior, and attitudes related to child development.

Strategic Plan Indicators for Improve Child Development: 1.) Increased number of participation in school readiness services. 2.) Increased frequency and number of parent-child activities (e.g. singing songs, telling stories, reading, playing games, etc.) 3.) Increased number of and participation in family literacy activities. 4.) Increased frequency and number of families singing songs, telling stories, and reading to their children. 5.) Increased number of and participation in activities that encourage parental involvement in child's learning.

Strategic Plan indicators for Improve the Health of Children: 1.) Identification of community partners. 2.) Preparation of educational materials for distribution to parents. 3.) Increased number of children who went to the dentist or dental hygienist in the past year.

PROGRAM ACTIVITIES (HOW YOU DO IT? WHAT ACTIVITIES/STRATEGIES ARE PLANNED FOR THE YEAR TO ACHIEVE RELATED GRANT STRATEGIES AND INDICATORS? WHAT STEPS WILL BE COMPLETED TO ACCOMPLISH THE ACTIVITY/STRATEGY?)	PROCESS/PERFORMANCE MEASURES (HOW MANY YOU DID?) AND/OR OUTCOME MEASURES (WHO BENEFITS, HOW MUCH?)	DATA SOURCES, METHODS, DOCUMENTS (WHAT DOES SUCCESS LOOK LIKE FOR THIS ACTIVITY AND HOW WILL YOU GATHER INFORMATION TO DOCUMENT SUCCESS?)
Monthly parent meetings at each of the three school sites	10 monthly meetings per year with 20-50 parents attending meetings each month and at each school site	Improved parenting knowledge and behaviors. Tool: Event sign-in sheet and FFY Participant Count form
Weekly family literacy parent workshops. Weekly topical workshops	4-8 weekly workshops per month with 10-25 parents attending each week at each school site.	Improved parenting knowledge and behaviors. Tool: Event sign-in sheet and Participant Count Form FFY Workshop Feedback Form (for series only)
Parents as Teachers Home Visiting Program	30 core families visited 2 times per month	Improved parenting knowledge and behaviors. Tool: Case intake forms
Raising A Reader at the three preschool sites and with Parents as Teachers core families	172 preschool children and their families participate in Raising A Reader and 30 core children and	Increased frequency of reading at home. Tool: Pre and post Raising A Reader surveys and Participant Count

PROGRAM ACTIVITIES (HOW YOU DO IT? WHAT ACTIVITIES/STRATEGIES ARE PLANNED FOR THE YEAR TO ACHIEVE RELATED GRANT STRATEGIES AND INDICATORS? WHAT STEPS WILL BE COMPLETED TO ACCOMPLISH THE ACTIVITY/STRATEGY?)	PROCESS/PERFORMANCE MEASURES (HOW MANY YOU DID?) AND/OR OUTCOME MEASURES (WHO BENEFITS, HOW MUCH?)	DATA SOURCES, METHODS, DOCUMENTS (WHAT DOES SUCCESS LOOK LIKE FOR THIS ACTIVITY AND HOW WILL YOU GATHER INFORMATION TO DOCUMENT SUCCESS?)
	their families	forms
Community resource and referral	Families are provided service referrals	Improved family access to community services. Tool: Referral log
Comprehensive health screening: vision, hearing BMI and oral health	Health and developmental screenings provided for preschool and Parents as Teachers home visited children	Improved child access to health screening and access to dental programs. Tool: Health and referral log
Preschool and Kindergarten health access	Core children and preschool children are fully immunized and with health insurances at K entry	Improved child access to health insurance and immunizations. Tool: Health survey
Host annual meeting at the CLE, Linda and Ella Family Resource Centers	Stakeholders from each of the three Family Resource Centers	Improved collaboration between Family Resource Centers and schools. Tool: Event sign-in sheet and FFY Participant Count Form
Monthly healthy eating and physical activities to families	Monthly workshop at each site with 10-25 parents attending	Improved child access to health. Tool: Event sign-in sheet, Participant Count Form, FFY Workshop Feedback Form
Community resource and referral related to childhood obesity	Families are provided educational materials	Improved knowledge related to childhood obesity and access to health resources. Tool: Health and referral log

PROGRAM ACTIVITIES (HOW YOU DO IT? WHAT ACTIVITIES/STRATEGIES ARE PLANNED FOR THE YEAR TO ACHIEVE RELATED GRANT STRATEGIES AND INDICATORS? WHAT STEPS WILL BE COMPLETED TO ACCOMPLISH THE ACTIVITY/STRATEGY?)	PROCESS/PERFORMANCE MEASURES (HOW MANY YOU DID?) AND/OR OUTCOME MEASURES (WHO BENEFITS, HOW MUCH?)	DATA SOURCES, METHODS, DOCUMENTS (WHAT DOES SUCCESS LOOK LIKE FOR THIS ACTIVITY AND HOW WILL YOU GATHER INFORMATION TO DOCUMENT SUCCESS?)
Oral health access	Families are provided oral health information and service referrals	Improved knowledge related to oral health and access to oral care resources. Tool: Health and referral log
Monthly Multi-Disciplinary Team Meetings	School Readiness Staff, Family Resource Center Staff and school administrators participate in monthly Multi-Disciplinary Team meetings at each Family Resource Center	Increase service coordination. Tool: Multi-Disciplinary Team meeting agenda and Sign-in Sheet.

DEC 05 2014

RECEIVED

Miriah Faupula
7051 Bowling Dr Apt.30
Sacramento, CA 95823
(530)415-8956
faupulamiriah@yahoo.com

Friday, December 5, 2014

Marysville Joint Unified School District

STARS Provider

Success Through Afterschool Recreation and Studies (STARS)

1919 B St

Marysville, CA 95901

Dear Ashley Vette,

I, Miriah Faupula, am writing to notify you of my resignation from the STARS program, effective two weeks from this date.

This has not been an easy decision to make. The position I hold in this program has been far more rewarding than I could have ever predicted a year and a half ago when I accepted this title. I've enjoyed working for you and have found great pleasure working with the dedicated and passionate individuals within my site.

Thank you for the opportunities of growth and direction you have provided me during my employment with this program.

I wish you and the program the best. If I can be of any help during the transition, please don't hesitate to ask.

Sincerely,

Miriah Faupula

received via email
Ashley Vette
12/5/14

97

Mary Hicks

From: Christine Lee <chrstnlee24@gmail.com>
Sent: Monday, January 05, 2015 9:36 PM
To: Mary Hicks
Subject: Paraeducator

PERSONNEL
Personnel Dept.

JAN 06 2015

RECEIVED

Hello Mary,

I got a new job so I will not be returning to Mckenney. Is there is any paperwork in which I have to fill out?

Thank you

Christine

98

MJUSD
Personnel Dept.
JAN 08 2015



RECEIVED

January 8, 2015

Mr. Carreón, Assistant Superintendent of Human Resources
Marysville Joint Unified School District
1919 B Street
Marysville, CA 95901

Dear Mr. Carreón,

It is with much regret that I tender my letter of resignation. I cannot say enough great things about my coworkers at Marysville Joint Unified School District and I will miss them.

Thank you for the opportunities for professional and personal development that you have provided to me during the past three years.

Sincerely,



Tina M. Lovell

MJUSD
Personnel Dept

DEC 16 2014

RECEIVED

To Whom it May Concern,

I, Jessica McCollum, would like to resign my position at Arboga Elementary School. My husband is military and is being relocated to Japan, My last day will be Friday, December 12th, 2014. Thank you for the opportunity to be a part of the Marysville Joint Unified School District since 2009. If you have any questions, please feel free to email me at mccollum582@yahoo.com.

Thank you,

Jessica McCollum

DEC 10 2014

RECEIVED

Letter of Resignation

December 9, 2014

To whom it may concern:

I am resigning from my position as a Para Educator at Arboga Preschool effective Monday December 15. Thank you for the awesome experience working for Marysville Joint Unified School District, I really wish there was fulltime positions available. I was offered another job that is a fulltime position and financially I am not able to only work 18.75 hours a week. I will miss my co-workers and the children very much.

Respectfully,



Amanda Odom

Andrea Raya

1469 Upland Drive

Yuba City, CA 95991

(530)821-9536

raya_andrellita@yahoo.com

MJUSD
Personnel Dept.
DEC 08 2014
RECEIVED

December 8, 2014

Ashley Vette

District Coordinator

MJUSD- STARS/ASES

1919 B street

Marysville, CA 95901

Dear Ashley:

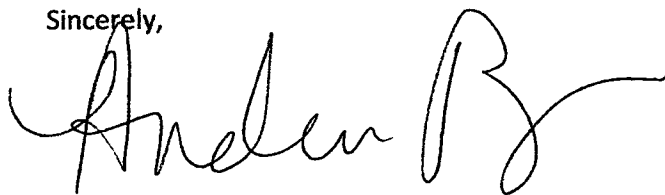
I am writing to announce my resignation from ASES, effective two weeks from today.

This was not an easy decision to make. The past five years have been very rewarding. I have enjoyed working with you and managing a great team dedicated to the safety of the students.

Thank you for your opportunities for growth that you have provided me.
I wish you and the program all the best.

If I can be of any help during transition please do not hesitate to ask.

Sincerely,



Andrea Raya

Mary Hicks

From: Jennifer Spaller
Sent: Tuesday, December 02, 2014 2:58 PM
To: Mary Hicks
Subject: My resignation

MJUSD
Personnel Dept.

DEC 02 2014

RECEIVED

Hello,

I am writing to let you know that as of today, December 2, 2014, I am resigning from the district. It was a pleasure to work for such an amazing group of people. If you have any questions, please feel free to contact me at 530-674-7036. Thank you again.

Jennifer Spaller

Yuba Gardens

Wendi Townsend
5643 Fruitland Rd
Marysville, CA 95901
December 31, 2014

MJUSD
Personnel Dept.
DEC 17 2014
RECEIVED

Marysville Joint Unified School District
1919 B St
Marysville, CA 95901

Attention: Kathleen Hansen

RE: Letter of Resignation:

Dear Ms Hansen:

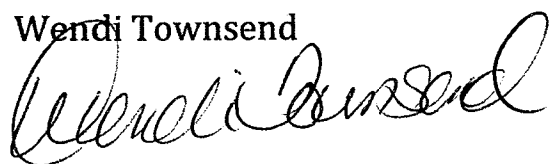
Please accept this as formal notice of my resignation from the position of Literacy Resource Technician at Loma Rica Elementary Effective 2 weeks from December 17, 2014.

After careful consideration, I have made the decision to resign in order to pursue a new career opportunity.

Working for Loma Rica Elementary has been a wonderful experience that has afforded me many valuable opportunities to learn and grow, and I am very grateful to have been a part of this.

Thank You

Wendi Townsend



104

Kristiana Trapp
2406 Hall Street
Marysville, Ca 95901
530-635-3369
kristianatrapp@gmail.com

MJUSD
Personnel Dept.
JAN 5 2015

RECEIVED

December 30, 2014

Covillaud Elementary School
Para-Educator
Marysville Joint Unified School District
628 F St.
Marysville, Ca 95901

Dear Mr. Escheman /Mrs. Westcamp:

I would like to inform you that I am resigning from my position as the Para-Educator in Mrs. Westcamps TK class, effective January 9 2015.

Thank you for the opportunities for professional and personal development that you have provided me during the last two years. I have enjoyed working for Covillaud and for MJUSD and appreciate the support provided for me during my tenure with the company.

If I can be of any help during this transition, please let me know.

Sincerely,



Kristiana Trapp

MJUSD
Personnel Dept.

DEC 05 2014

RECEIVED

Aaron Van Doorn
3371 Hammonton Smartville Rd Apt A1
Marysville, CA 95901

December 5, 2014

Ramiro Carreon – Assistant Superintendent of Personnel Services
Ashley Vette - After-School Program District Coordinator
Marysville Joint Unified School District
1919 B Street
Marysville, CA 95901

Dear Ashley,

Thank you for your confidence in my work ethic and skills in service to your After School Program, STARS. Your program has brought happy smiles to the community and region. I know people working in four cities pleased with your program and eager to get their children into your program.

You and my Site Lead, Jordan Gorman, have taught me much about which to be grateful through coaching and the opportunity to work under you and him both, at Edgewater Elementary school. You employed me when I sincerely needed work in times when jobs were very rare. You trusted me with valuable inventory and impressionable students. You inspire me by your tireless work and constant reflection for personal and professional growth. Your generosity of employing others and myself has brought me professional skills and life skills through your patient example of good temper.

You are a remarkable woman guiding a well-organized After School Program. I admire you.

With the greater demands of schooling for my daughter and the rising costs of living, I would like to thank you for your supporting me in the needed changes to attain a full-time position with benefits as a paraeducator. This shift will strengthen my little family onward from the extraordinary generosity you have provided.

With this development, I submit my resignation in this letter, and my commitment to do my very best to serve you prior to December 8th, 2014 as well as the weeks after training my successor. Please let me know if you need my help in any other way.

With sincerest respect and gratitude,

Aaron Van Doorn

received
via email
12/5/14
Last Day IS TODAY.

106

DEC 19 2014

RECEIVED

Sylvia Ybarra
1199 Judi Ct.
Marysville, Ca. 95901

December 19, 2014

Marysville Jt. Unified School District
Covillaud School
Attn: Doug Escherman
1919 B St.
Marysville, Ca. 95901

Re: LETTER OF RESIGNATION

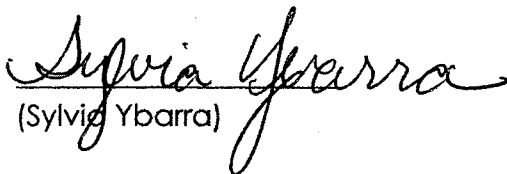
Dear Mr. Doug Escherman:

Please accept this as formal notice of my resignation from the position of Literacy Resource Technician at Covillaud School effective three (3) weeks from today, making my last day of employment January 9, 2015.

After careful consideration, I have made the decision to resign in order to help my children out by providing Day Care for my Grandchildren. Working for Marysville Jt. Unified School District has been a wonderful experience that has afforded me many valuable opportunities to learn and grow, and I am very grateful to have been part of this organization. This is a job that I love. I will definitely miss the students that I have grown to know. But being able to care for my Grandchildren is of much more value to me at this time of my life.

I wish you and Covillaud School continued growth and success in the future.

Sincerely,


(Sylvia Ybarra)

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
Employment Opportunity

SAFETY AND ENERGY MANAGER-SUPERVISORY UNIT

JOB SUMMARY:

Under the direction of the Director of Facilities and Energy Management and in conjunction with Maintenance and Operations staff and management, and the Student Discipline and Attendance office, the Safety and Energy Manager works to establish accountability for school site safety preparation as well as energy consumption at every level in the organization. This person is responsible for developing and monitoring the organization's safety and energy management programs under Board Policy and Administrative Regulations, for the purpose of reducing utility and natural resources consumption along with the coordination of site related safety planning, training, and equipment. Basic areas of responsibility include: administration and record keeping, accountability, reporting, program implementation, promoting Organization employee involvement, and validating energy and safety management systems in compliance to the District's energy and safety policies and regulations.

DISTINGUISHING CHARACTERISTICS:

The candidate must have an independent work ethic, good judgment capabilities, have the ability to maintain positive public relations, and must be persuasive. The candidate must be computer literate, be able to interpret technical data, and demonstrate an ability to communicate with technical and non-technical individuals.

ESSENTIAL FUNCTIONS:

(Note: Incumbents may perform any combination of the essential functions shown below. This position description is not intended to be an exhaustive list of all duties, knowledge, or abilities associated with this classification. It is intended to accurately reflect the principle job elements.)

- 1) With the assistance of the Facilities and Energy Management, Maintenance and Operations, and Student Discipline and Attendance departments , establishes programs to promote student safety and energy conservation through positive feedback to all levels of the District and involve all personnel in taking ownership for success of programs;
- 2) Develops utility and conservation measures under the general direction of the Director of Facilities and Energy Management and staff measures related to building heating/cooling, electrical usage, efficient irrigation practices, reclaimed water, and potable water conservation.
- 3) Develops school safety measures under the general direction of the Director of Facilities and Energy Management and create protocols related to emergency planning and preparation, staff safety training, site supplies and equipment requirements and fulfillment, and hazardous materials disposal;

- 4) Coordinates implementation of safety and energy management programs with all district site administrators. Advises, assists, and makes recommendations to the Director of Facilities and Energy Management on safety protocols, safety training, safety equipment, alternate energy sources, consumption, and general energy conservation measures;
- 5) Coordinates with internal and external public relations support to utilize all media opportunities to promote successes of the District's safety and energy management programs;
- 6) Serves as District representative at management-level meetings, seminars, and conferences relating to student safety, and energy use and resource conservation;
- 7) Develops and maintains contact with federal and state agencies and monitors state and national safety and energy policy trends;
- 8) Provides input on contractual support activities (capital projects) related to student safety and energy management and the purchase of any products that affect student safety and/or energy consumption;
- 9) Prepares energy requirement estimates and budget allotments for all District facilities and develops procedures for efficient utilization of energy sources;
- 10) Prepares safety training and equipment requirement estimates and budget allotments for all District facilities and develops plans for addressing all related needs;
- 11) Maintains all energy, natural gas, propane and water consumption records and data;
- 12) Maintains all safety records and data;
- 13) Maintains records of all safety and federal energy conservation grants received by the District;
- 14) Reports directly to the Director of Facilities and Energy Management at least monthly as to status of the Organization's overall safety plans and energy consumption;
- 15) Reports quarterly, along with the Director of Facilities and Energy Management to the Board of Trustees on status and success of the safety and energy management programs;
- 16) Provides regular communication with the Director of Facilities and Energy Management, and the Director of Maintenance, Operations and Transportation, principals and custodial staffs as to status of buildings' safety issue and energy consumption;
- 17) Reports to the Director of Facilities and Energy Management any safety hazards observed;
- 18) Conducts regular "walk-through" audits of all the District's facilities to insure operating efficiency, optimum educational environment, and compliance with District's safety and energy policies;
- 19) Coordinates usage of facilities and ensure proper space utilization consistent with both safety and energy conservation;

- 20) Takes responsibility for the implementation of safety, as well as weekday, weekend, holiday, and summer shutdown checklists for every building in the District;
- 21) Ensures building principal, or custodian reads all meters on same days as utility companies;
- 22) Implements night setback program for every building on weeknights, weekends, holidays, and summer recess;
- 23) Ensures that the District is on proper utility rate schedule and is receiving correct billing;
- 24) Ensures District participation in any rebate program offered;
- 25) Coordinates with Director of Facilities and Energy Management the installation and/or repairs of safety and energy management systems; maintains installation diagrams of all relevant systems;
- 26) Assists with the design and maintenance of the programming for computerized energy management system to insure operating efficiency; update programs as necessary;
- 27) Works with maintenance personnel on proper operation of the systems and equipment;
- 28) Attends all scheduled in-services on the energy management system.
- 29) In conjunction with the Director of Facilities and Energy management the Safety and Energy Manager:
 - o Identifies energy related projects that fall with the Proposition 39 (Clean Energy Jobs Act) guidelines
 - o Prepares, Submits, and Tracks all required documentation and work along with local agencies, utility company representatives, the Division of State Architects (DSA) and other entities as required
 - o Oversees Proposition 39 projects from implementation through closeout
 - o Presents data and progress to district administrators, the Board of Trustees, Cabinet level administrators, district committees, site staff, and other groups as applicable
- 30) In conjunction with the Director of Facilities and Energy Management and other district staff prepares and updates the following:
 - o Evacuation maps
 - o Site maps
 - o Emergency plans
 - o Injury illness and prevention plans, emergency response plans American Disabilities Act (ADA) path of travel
 - o Water, electrical and natural gas meters, shut-off valves, and other related equipment
 - o Provides bi-annual training on the above topics
 - o Delivers safety supplies, maps and other related materials

31) All other related duties as assigned

KNOWLEDGE OF:

- 1) Administration and record keeping
- 2) Accountability, reporting, program implementation
- 3) Promoting employee involvement and engagement
- 4) Strong oral and written communication skills
- 5) Word processing, spreadsheets, and report writing

ABILITY TO:

- 1) Commit to irregular hours (night, early mornings, weekend, holiday, and summer audits)
- 2) Work independently
- 3) Exercise of good judgment in implementation of policy
- 4) Maintain favorable public relations
- 5) Analyze and interpret technical data and communicate it to non-technical individuals
- 6) Effectively learn and effectively use computer systems and programs related to job duties
- 7) Leverage communication skills to encourage change
- 8) Communicate in a positive and encouraging manner
- 9) Use a large measure of diplomacy
- 10) Use good judgment capabilities
- 11) Interpret technical data and be computer literate
- 12) Organize multiple tasks in an efficient manner and prioritize duties
- 13) Communicate effectively in public speaking engagements as required
- 14) Provide supervision (as staff assigns)

WORKING CONDITIONS:

- 1) Work is generally performed in an office (25%) and in the field (75%);
- 2) Must be able to climb, bend, stoop, squat, twist, kneel, turn, and reach overhead;
- 3) Must be able to walk and stand for long periods;
- 4) Working in confined spaces is sometimes required;
- 5) Must be able to push, pull, or lift at least 25 pounds;
- 6) Must be able to read various forms of written materials and must be able to recognize different signs and symbols;
- 7) Hearing sufficient to communicate in person and hold telephone conversations in normal range;
- 8) Must have mental acuity to collect and interpret data, evaluate, reason, define problems, establish facts, draw valid conclusions, make valid judgments and decisions;
- 9) Must have physical tolerance if exposed to dust, pollen, specific agents/chemicals, cleaners, and foul smells;
- 10) Exposure to hot, cold, wet, humid, or windy conditions caused by weather may also occasionally be experienced;
- 11) Must have manual dexterity sufficient to write, use the telephone, operate computer, copy machine, and other equipment with dexterity and in a safe and efficient manner;



- 12) Must use speaking ability in an understandable voice with sufficient volume to be heard in normal conversational distances on the telephone and addressing groups;
- 13) This position will require extensive in-district travel.

For further information you may call (530)749 6143.

The MJUSD provides equal employment opportunities for all people and does not discriminate in educational programs and activities or in the employment of personnel and the process therein on the basis of any protected class.

Board approved:

112

Includes Purchase Orders dated 12/01/2014 - 12/31/2014

Board Meeting Date January 27, 2015

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Abe Lincoln (50)				
P15-01893	Follett School Solutions, Inc.	ABL Textbook Order	01-4100-0003	867.59

Location After School Program (107)				
P15-01843	AMAZON.COM	Zumba Kids	01-4300-6010	82.21
P15-01879	APPLE COMPUTER INC	Apple Supplies	01-4300-6010	1,466.84
P15-01880	J.C. NELSON SUPPLY COMPANY	YFS STARS Vacuum	01-4320-6010	417.09
P15-01891	DISCOVERY MUSEUM	STARS FIELD TRIP	01-5890-6010	140.00
P15-01907	AMAZON.COM	JPE STARS	01-4300-6010	539.82
P15-01966	MYERS-STEVENSON & CO INC	Ins for Field Trip to Disc. Museum Science Center	01-5890-6010	112.00
Total Location				2,757.96

Location Arboga Elementary (01)				
P15-01849	Scholastic Reading Club	Supplemental Classroom Materials	01-4300-3010	333.70
P15-01856	NASCO	LEAP FROG LEARNING SYSTEM	01-4300-0003	1,448.86
P15-01894	DEVELOPMENT STUDIES CENTER	SIPPS Intervention	01-4300-0004	3,538.92
P15-01950	TROXELL COMMUNICATIONS INC	ARB Chromebooks	01-4300-3010	16,166.70
P15-01951	TROXELL COMMUNICATIONS INC	ARB Chromebooks	01-4300-0004	1,102.28
P15-01957	LOWE'S HOME IMPROVEMENT COMMERCIAL CHARGE ACCOUNT	Garden Supplies/Materials	01-4300-1100	3,000.00
P15-01994	HEWLETT-PACKARD COMPANY	ARB towers	01-4410-3010	24,198.56
Total Location				49,789.02

Location Browns Valley Elementary (03)				
P15-02037	Waterford Research Institute	Waterford Renewal Contract	01-5801-0003	3,250.00

Location Business Services (106)				
P15-01848	NCSIG	Claim #150053 10/15/14 Prop Damage	01-5451-0000	2,162.84
P15-01940	C.A.S.H.	CASH ANNUAL MEMBERSHIP RENEWAL 2014-2015	01-5310-0000	614.00
P15-01946	CALIFORNIA CHAMBER OF COMMERCE	Employer Posters 2015 QTY (35)	01-4300-0000	1,558.87
P15-02007	Eric Hall & Associates, LLC	Review of Operation Reports for Facilities Dept.	01-5801-0000	3,080.00
Total Location				7,415.71

Location Categorical (203)				
P15-01853	A+ EDUCATIONAL CENTERS	2014-15 SES Students	01-5801-3010	10,571.88
P15-01854	COMMUNITY COLLEGE FOUNDATION	2014-15 SES Students	01-5801-3010	14,976.83

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

001 - Marysville Joint Unified School District

Generated for Kathy Cartwright (KATHY), Dec 30 2014

4:18PM

ESCAPE ONLINE

Page 1 of 12

13

Includes Purchase Orders dated 12/01/2014 - 12/31/2014

Board Meeting Date January 27, 2015

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Categorical (203) (continued)				
P15-01896	Study Buddy Tutoring, Inc.	2014-15 SES Students	01-5801-3010	15,857.82
P15-01899	TOTAL EDUCATION SOLUTIONS	2014-15 SES Students	01-5801-3010	880.99
P15-01935	Tutorial Services	2014-15 SES Students	01-5801-3010	7,928.91
P15-01941	CLUB Z IN-HOME TUTORING KTCO,LLC,DBA	SES TUTORING	01-5801-3010	71,360.19
P15-02024	HEWLETT-PACKARD COMPANY	Cat Laptop and Tower	01-4410-0003	792.28
			01-4410-3010	963.27
P15-02026	Voice of Hope	2014-15 SES Students	01-5801-3010	2,642.97
P15-02027	One On One Learning Corp.	2014-15 SES Students	01-5801-3010	104,837.81
P15-02028	GOVCONNECTION, INC.	Adobe Software	01-4300-0003	160.77
P15-02030	ACE TUTORING SERVICES, INC.	2014-15 SES Students	01-5801-3010	1,761.98
P15-02031	#1 TouchScreen Tablet Tutoring	2014-15 SES Students	01-5801-3010	1,761.98
P15-02032	!!!1st Choice Android Tutoring	2014-15 SES Students	01-5801-3010	1,761.98
P15-02035	#1 Academia de Servicio de Tutoria	2014-15 SES Students	01-5801-3010	4,404.95
Total Location				240,664.61
Location Cedar Lane Elementary (05)				
P15-01877	APPLE COMPUTER INC	Uebner	01-4300-0003	31.18
P15-01898	AssetGenie, Inc., dba AG iRepair	Chromebook Screen Repair	01-5641-1100	129.00
Total Location				160.18
Location Charter Academy For Fine Arts (42)				
P15-01847	GOVCONNECTION, INC.	Adobe Software	09-4300-1100	522.50
P15-01855	APPLE COMPUTER INC	MCAA Final Cut Pro X	09-4300-1100	299.99
P15-01858	MUSIC CONNECTION	Supplies - Plummer	09-4300-0000	2,708.97
P15-01883	MYERS-STEVENSON & CO INC	Short Term Insurance	09-5890-0000	49.00
P15-01908	MYERS-STEVENSON & CO INC	Short Term Insurance	09-5890-0000	36.75
P15-01938	ULINE.COM	2011 PG&E Bright Ideas Grant	09-4410-9010	215.66
P15-01948	MYERS-STEVENSON & CO INC	Short Term Insurance	09-5890-0000	59.50
P15-01974	CLASSIC GOLF CAR, INC.	Repairs	09-5641-0000	2,157.34
P15-01983	CALIFORNIA CHARTER SCHOOLS ASSOCIATION	Membership 2014-2015	09-5310-0000	1,975.00
P15-01992	HUSBANDS AND ASSOCIATES, INC	2011 PG&E Bright Ideas Grant	09-4410-9010	1,799.63
P15-01995	TROXELL COMMUNICATIONS INC	MCAA Elmo	09-4410-0000	598.78

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

001 - Marysville Joint Unified School District

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4:18PMESCAPE ONLINE
Page 2 of 12

114

Includes Purchase Orders dated 12/01/2014 - 12/31/2014

Board Meeting Date January 27, 2015

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Charter Academy For Fine Arts (42) (continued)				
P15-02000	GOVCONNECTION, INC.	MCAA Bulb	09-4300-0000	125.23
P15-02003	C & L Supply Company	2011 PG&E Bright Ideas Grant	09-4410-9010	2,379.41
P15-02008	TAMS-WITMARK MUSIC LIBRARY	Supplies - Drama	09-4300-9010	18.75
P15-02009	TAMS-WITMARK MUSIC LIBRARY	Supplies - Drama	09-4300-9010	2,255.00
Total Location				15,201.51
Location Child Development (51)				
P15-01870	LOWE'S HOME IMPROVEMENT COMMERCIAL CHARGE ACCOUNT	Playground Grant at Linda Preschool	01-4300-9010	1,158.51
P15-01871	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	EMCC Supplies Carmen Garcia	12-4300-9010	181.58
P15-01872	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Linda Prechool RM 303	12-4300-6105	1,396.01
P15-01902	AMAZON.COM	EMCC Supplies for classroom Carmen Garcia	12-4300-9010	69.32
P15-01903	HATCH COMPANY	EMCC Supplies for Classroom Carmen Garcia	12-4300-9010	73.49
P15-01904	HATCH COMPANY	Cedar Lane Pre Supplies for Classroom Dao Scott	12-4300-6105	73.49
P15-01905	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Dobbins Preschool Supplies Judy Sadlo	12-4300-6105	88.12
P15-01922	DISCOUNT SCHOOL SUPPLY	Child Development Office	12-4300-6105	94.22
P15-01923	LOWE'S HOME IMPROVEMENT COMMERCIAL CHARGE ACCOUNT	Linda Preschool Playground Grant	01-4300-9010	665.40
P15-01924	UNION LUMBER COMPANY	Linda Pre Grant	01-4300-9010	87.76
P15-01925	HASTIE'S CAPITOL SAND & GRAVEL	Linda Pre Grant	01-4300-9010	230.47
P15-01973	UNION LUMBER COMPANY	Cov Pre Grant	01-4300-9010	32.25
P15-01993	AMAZON.COM	Pam Barnhill Health Clerk Supplies -Pic Attached	01-4300-9041	21.09
P15-02002	AMAZON.COM	Children Development Office RM105	12-4300-6052	477.09
P15-02013	UNION LUMBER COMPANY	Linda Pre Grant	01-4300-9010	112.27
P15-02017	LOWE'S HOME IMPROVEMENT COMMERCIAL CHARGE ACCOUNT	Linda Preschool Playground Grant	01-4300-9010	116.63
P15-02022	GOVCONNECTION, INC.	Memory	12-4300-6105	41.59
Total Location				4,919.29
Location Cordua Elementary (07)				
P15-01971	Waterford Research Institute	Cordua	01-5801-0003	3,250.00
P15-01989	SCHOLASTIC MAGAZINES	Cordua	01-4300-3010	48.76
Total Location				3,298.76
Location Covillaud Elementary (09)				
P15-01972	OFFICE DEPOT B S D	Office supplies	01-4300-1100	117.64

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001 - Marysville Joint Unified School District

Generated for Kathy Cartwright (KATHY), Dec 30 2014
4:18PM

ESCAPE

ONLINE

Page 3 of 12

115

Includes Purchase Orders dated 12/01/2014 - 12/31/2014

Board Meeting Date January 27, 2015

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Covillaud Elementary (09) (continued)				
P15-02005	Today's Classroom	COV/Headphones	01-4300-0003	814.90
Total Location				932.54
Location Custodial Supervisor (206)				
P15-01975	HILLYARD - SACRAMENTO	Repair - LHS iScrub	01-5641-0000	315.00
Location Dobbins Elementary (11)				
P15-01852	AMAZON.COM	supplies	01-4300-1100	169.89
P15-01897	MYERS-STEVENSON & CO INC	Field Trip Insurance/Pumpkin Patch - Mrs. Kelly	01-5890-1100	35.00
P15-01914	USI	Laminating Film	01-4300-1100	139.64
Total Location				344.53
Location Edgewater Elementary (12)				
P15-02036	HEWLETT-PACKARD COMPANY	EDG Laptops	01-4410-0003	22,469.18
Location Ella Elementary (13)				
P15-01831	STUDENT SUPPLY COMPANY	Supplies for Leadership	01-4300-9010	154.09
P15-01868	SPELLING CITY	Spelling City	01-5801-0003	399.75
P15-01981	OFFICE DEPOT B S D	Classroom Supplies	01-4300-6500	74.66
Total Location				628.50
Location Foothill Intermediate (35)				
P15-01846	NWN CORPORATION	FHS B&W Printers	01-4300-0003	494.78
P15-02001	GOVCONNECTION, INC.	Adobe Software	01-4300-0004	255.74
P15-02023	PERMA BOUND	Library	01-4200-0003	756.24
Total Location				1,506.76
Location Instruction (IMC) (110)				
P15-01840	Houghton Mifflin Harcourt	Go Math Kindergarten	01-4100-7405	3,612.00
P15-01841	Houghton Mifflin Harcourt	Go Math! Grade 6 #2	01-4100-7405	3,612.00
P15-01842	Houghton Mifflin Harcourt	K-5 Go Math RTI	01-4100-7405	626.10
P15-01878	OFFICE DEPOT B S D	Office Depot Order Dec.	01-4300-0000	465.28
P15-01953	NCS PEARSON INCORPORATED	SIOP Training January 2015	01-5100-4203	35,000.00
			01-5801-4203	25,000.00
P15-02020	HEWLETT-PACKARD COMPANY	Ed Svcs Laptops	01-4410-4035	2,875.65

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001 - Marysville Joint Unified School District

Generated for Kathy Cartwright (KATHY), Dec 30 2014

4:18PM

ESCAPE

ONLINE

Page 4 of 12

116

Includes Purchase Orders dated 12/01/2014 - 12/31/2014

Board Meeting Date January 27, 2015

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Instruction (IMC) (110) (continued)				
P15-02021	NWN CORPORATION	Ed Svcs Docking Stations	01-4300-4035	283.80
Total Location				71,474.83
Location Johnson Park Elementary (15)				
P15-01844	Extra Packaging Corp.	Student Folders Inv# 44051	01-4300-0003	376.25
P15-01875	GREENFIELD LEARNING, INC	MULTIMEDIA SYSTEMS FOR TRAIN. Lexia Reading Core5 Program	01-4300-0003	9,350.00
Total Location				9,726.25
Location Kynoch Elementary (17)				
P15-01881	NWN CORPORATION	KYN Printers	01-4300-3010	3,164.41
P15-01933	HEWLETT-PACKARD COMPANY	KYN Laptops	01-4410-3010	28,597.14
P15-01934	MYERS-STEVENSON & CO INC	WALKING FIELD TRIP INSURANCE	01-5890-9010	43.75
P15-01958	AMAZON.COM	KYN DVD Copier	01-4410-1100	678.70
Total Location				32,484.00
Location Linda Elementary (19)				
P15-01836	SHADY CREEK OUTDOOR SCHOOL	SUTTER COUNTY SCHOOLS (first installment for Shady Creek	01-5890-9010	7,840.00
P15-01887	BRAIN POP	Brain Pop renewal for 12 months	01-5801-3010	2,095.00
P15-01921	RAINBOW RESOURCE CENTER	4th grade classroom materials	01-4300-9010	171.95
P15-01949	AMAZON.COM	Classroom Books	01-4200-0004	335.40
Total Location				10,442.35
Location Lindhurst High (43)				
P15-01824	SHAUL'S MANUFACTURING	LHS ROP AG	01-4300-3550	3,849.58
P15-01835	UNITED RENTALS	Athletics - Mesa Verde Game 11/7	01-5630-0000	239.65
P15-01850	PELTON'S PARTY	Graduation 2014-15	01-5630-1100	814.50
P15-01851	Monoprice	Classroom Supplies for Ms. Fritzinger	01-4300-0003	13.95
P15-01889	ALL PRO SOUND	ROP Radio	01-4300-9013	462.24
P15-01890	MJB WELDING SUPPLY	Rogers	01-4300-9013	46.42
P15-01901	AMAZON.COM	SAT Test Prep Books	01-4200-0003	320.48
P15-01932	Council for Economic Education	Econ Supplies	01-4300-0003	179.95
P15-01942	TEC-COM	LHS EZ Room Repairs	23-5801-9010	9,310.00
P15-01952	MISSION LINEN & UNIFORM	Floor Mats	01-4300-1100	2,256.05

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001 - Marysville Joint Unified School District

Generated for Kathy Cartwright (KATHY), Dec 30 2014
4:18PM

ESCAPE

ONLINE

Page 5 of 12

117

Includes Purchase Orders dated 12/01/2014 - 12/31/2014

Board Meeting Date January 27, 2015

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Lindhurst High (43) (continued)				
P15-01990	AMAZON.COM	ROP Radio	01-4300-9013	30.08
			01-4410-9013	644.75
P15-02015	UNITED RENTALS	Athletics - Mesa Verde Game Light Tower	01-5630-0000	365.75
P15-02019	LINDA SAW & MOWER	LHS Ag	01-4300-3550	2,230.42
			01-4410-3550	2,149.90
Total Location				22,913.72
Location Maintenance (63)				
P15-01829	SHARE CORPORATION	MAINTENANCE/LINDHURST CHILLERS	01-4300-8150	1,793.13
P15-01833	J. J. Sokolowski	MAINTENANCE/BROWNS VALLEY SCHOOL	01-5801-8150	990.00
P15-01834	J. J. Sokolowski	MAINTENANCE/YUBA GARDENS CAFETERIA	01-5801-8150	945.00
P15-01837	JEFF HUBER CONSTRUCTION	MAINTENANCE/ABE LINCOLN	01-5801-8150	5,724.00
P15-01838	DICKINSON ENERGY SOLUTIONS	MAINTENANCE/OLIVEHURST SCHOOL	14-5801-0000	11,200.00
P15-01839	JEFF HUBER CONSTRUCTION	MAINTENANCE/ARBOGA PAD	01-5801-8150	5,175.00
P15-01909	Fire Pump Testing & Sales	MAINTENANCE	01-4300-8150	195.98
P15-01910	LIVEWIRE	MAINTENANCE/SHOP	01-4300-8150	49.72
P15-01911	W.V. ALTON	MAINTENANCE/SNACK SHACK-LHS	01-5642-8150	95.00
P15-01912	SUTTER ORCHARD SUPPLY	MAINTENANCE/STOCK	01-4300-8150	21.49
P15-01913	FLETCHERS PLUMBING & CONTRACTING INC.	MAINTENANCE/FOOTHILL/MARYSVILLE HIGH	01-5801-8150	650.00
P15-01920	Skutt Kilns	MAINTENANCE/LHS	01-4300-8150	108.89
P15-01955	FRENCH'S FLOOR FASHIONS	MAINTENANCE/ARBOGA SCHOOL	01-5801-8150	1,650.00
P15-01956	JEFF HUBER CONSTRUCTION	MAINTENANCE/KYNOCH PLAY AREA	01-5801-8150	11,315.00
P15-01961	CIRCUIT SOLUTION, INC	MAINTENANCE/COVILLAUD ELEMENTARY	01-4300-8150	276.18
P15-02018	VISUAL IMPACT SIGNS	MAINTENANCE/CEDAR LANE	01-5642-8150	4,027.75
Total Location				44,217.14
Location Marysville High (45)				
P15-01832	CALIFORNIA ASSN FFA	Leadership Packets for Ag	01-4300-7010	2,354.38
P15-01845	Online Labels, Inc.	ROP Small Business	01-4300-9013	135.07
P15-01863	STAPLES OFFICE SUPPLY	PBIS Awards	01-4300-9010	1,000.00
P15-01869	UNION LUMBER COMPANY	Rop Landscaping	01-4300-9013	189.61
P15-01888	CAPITOL PLYWOOD INC.	ROP Woodshop	01-4300-9013	1,075.00

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001 - Marysville Joint Unified School District

Generated for Kathy Cartwright (KATHY), Dec 30 2014

4:18PM

ESCAPE

ONLINE

Page 6 of 12

118

Includes Purchase Orders dated 12/01/2014 - 12/31/2014

Board Meeting Date January 27, 2015

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Marysville High (45) (continued)				
P15-01895	AMAZON.COM	ROP Animation	01-4300-9013	1,430.12
P15-01900	AMAZON.COM	ROP Photo	01-4300-9013	30.75
P15-01936	NASCO	ROP Animation	01-4300-9013	202.32
P15-01937	OFFICE DEPOT B S D	ROP Animation	01-4300-9013	41.67
P15-01944	NWN CORPORATION	MHS Toner	01-4300-1100	134.38
P15-01947	AMAZON.COM	TUPE	01-4300-6690	150.97
P15-01962	GOPHER SPORT	PE Equipment	01-4300-1100	47.25
				555.78
P15-01963	ADA BADMINTON & TENNIS	PE Equipment	01-4300-1100	143.40
P15-01984	MYERS-STEVENSON & CO INC	Insurance/ Kynoch/ 12-17-14	01-5890-9013	92.75
P15-01985	MYERS-STEVENSON & CO INC	Insurance/Kynoch/12- 19	01-5890-9013	54.25
P15-01986	MYERS-STEVENSON & CO INC	Insurance/Kynoch/12-18-14	01-5890-9013	106.75
P15-01996	AMAZON.COM	ROP Photo	01-4300-9013	31.64
P15-01997	DEMIDEC	ACADECA	01-4300-1100	454.60
				513.00
P15-02006	GOVCONNECTION, INC.	MHS Printer Supplies	01-4300-9013	54.60
P15-02029	PRESTWICK HOUSE	classroom supplies	01-4200-0003	191.98
				76.00
P15-02033	MEDCO SUPPLY COMPANY	ROP Sports Med	01-4300-9013	680.06
Total Location				9,746.33
Location McKenney Intermediate (37)				
P15-01828	ScreenTek	HAASE	01-4300-1100	95.63
P15-01866	MELVIN HILL	SPORTS OFFICIAL	01-5801-9010	60.00
P15-01867	Chris Harmon	SPORTS OFFICIAL	01-5801-9010	60.00
P15-01954	GOPHER SPORT	PE DEPT	01-4300-0004	677.68
P15-01964	CASCADE ATHLETIC SUPPLY CO	BASKETBALL UNIFORMS	01-4300-9010	6,890.69
P15-01982	SHADY CREEK OUTDOOR SCHOOL SUTTER COUNTY SCHOOLS	SHADY CREEK 1ST INSTALLMENT	01-5890-9010	11,200.00
P15-01999	AMAZON.COM	Camera	01-4300-1100	193.49
P15-02025	NWN CORPORATION	MCK B&W Printer	01-4300-0003	247.39
Total Location				19,424.88

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001 - Marysville Joint Unified School District

Generated for Kathy Cartwright (KATHY), Dec 30 2014

4:18PM

ESCAPE

ONLINE

Page 7 of 12

119

Location

Includes Purchase Orders dated 12/01/2014 - 12/31/2014

Board Meeting Date January 27, 2015

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Nutrition Services (73)				
P15-01826	Fat Cat Scones	FOOD ORDER	13-9325-5310	2,901.20
P15-01827	Maria Andrade	STUDENT REFUND	13-5892-5310	6.00
P15-01859	WAWONA FROZEN FOODS	FOOD ORDER	13-9325-5310	2,919.08
P15-01860	ADVANCE PIERRE FOODS	FOOD ORDER	13-9325-5310	9,613.80
P15-01861	Bare Foods Co. DBA Bare Snacks	FOOD ORDER	13-9325-5310	4,055.04
P15-01865	TRI-L MANDARIN RANCH	MANDARIN ORDER	13-4716-5310	13,000.00
P15-01885	Shirts Unlimited	SHIRT ORDER	13-4300-5310	848.61
P15-01886	SYSCO FS OF SACRAMENTO INC.	FOOD/SUPPLY ORDER	13-9325-5310	1,527.85
P15-01916	Bell Tasty Foods Inc.	FOOD ORDER	13-9326-5310	115.30
P15-01917	PRO PACIFIC FRESH	DELIVER TO WAREHOUSE	13-9325-5310	5,958.00
P15-01918	SYSCO FS OF SACRAMENTO INC.	JUICE ORDER	13-9325-5310	2,880.00
P15-01919	LA TAPATIA TORTILLERIA, INC	CHIP ORDER	13-9325-5310	5,562.00
P15-01928	HEARTLAND AMERICA PAYMENTS DEPARTMENT	EXTENDED WARRANTY'S	13-5801-5310	444.60
P15-01929	JENNIE-O-TURKEY STORE	FOOD ORDER	13-9325-5310	2,636.23
P15-01969	LAND O'LAKES, INC	FOOD ORDER	13-9325-5310	6,774.20
P15-01970	DANIELSEN COMPANY	DELIVER TO WAREHOUSE	13-9325-5310	6,040.00
P15-02010	Tasty Brands	FOOD ORDER	13-9325-5310	123.60
P15-02011	Katrina Tyson	STUDENT ACCOUNT REFUND	13-5892-5310	16,116.93
		Total Location		81,608.44
Location Olivehurst Elementary (25)				
P15-01930	ID VILLE	PARENT INVOLVMENT	01-4300-3010	367.78
P15-01931	Gempler's	SUPPLIES	01-4300-1100	389.05
P15-01977	CURRICULUM ASSOCIATES	CLASSROOM SUPPLIES	01-4300-6500	198.55
P15-01978	PRO-ED	CLASSROOM MATERIALS	01-4300-6500	113.27
P15-01979	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	CLASSROOM MATERIALS	01-4300-6500	69.83
P15-01988	AMAZON.COM	CLASSROOM MATERIALS	01-4300-1100	130.30
		Total Location		1,268.78
Location Pupil Services (202)				
P15-01967	Document Tracking Services	Translate Report for Parent	01-5801-0000	126.89

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001 - Marysville Joint Unified School District

Generated for Kathy

Cartwright (KATHY), Dec 30 2014

4:18PM

ESCAPE

ONLINE

Page 8 of 12



Includes Purchase Orders dated 12/01/2014 - 12/31/2014

Board Meeting Date January 27, 2015

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Pupil Services (202) (continued)				
P15-01968	CENTER FOR EDUCATION AND EMPLOYMENT LAW	Subscription Renewal	01-4300-0000	164.00
P15-01987	HEWLETT-PACKARD COMPANY	Psychologist Laptop	01-4410-0000	1,021.33
P15-02012	HEWLETT-PACKARD COMPANY	Toni Laptop	01-4410-0000	600.00
			01-4410-6500	421.33
			Total Location	2,333.55
Location Purchasing (104)				
P15-01825	POSTMASTER	ANNUAL PERMITS D/O 14-15 S.Y.	01-5910-0000	440.00
P15-01873	MOORE WALLACE, AN RR DONNELLEY COMPANY	D.O.Whs for Tech	01-4300-0000	1,620.67
P15-01884	TEC-COM	DO Cabling	01-5801-0000	1,620.00
P15-01892	PITNEY-BOWES INC	Mailroom	01-4410-0000	1,345.90
			Total Location	5,026.57
Location South Lindhurst (47)				
P15-02004	FISHER SCIENTIFIC	SLHS	01-4300-7010	54.46
Location Technology (102)				
P15-01959	Development Group, Inc.	Network Discovery and Evaluation	01-5801-0000	1,278.00
P15-01960	Development Group, Inc.	Development Group Services	01-5801-0000	1,210.00
P15-01998	KS TELECOM	MHS Cabling	01-4300-0000	355.01
P15-02014	KS TELECOM	OLV PTZ Camera Replacement	01-5801-0000	910.00
P15-02016	KS TELECOM	OLV IP Camera Relocation	01-4410-0000	3,150.00
			01-5801-0000	890.00
			Total Location	7,803.01
Location Transportation (69)				
P15-01857	Bound Tree Medical	SPECIAL NEEDS EQUIPMENT	01-4300-0240	1,578.65
P15-01980	NATOMAS TOWING	TRANSPORTATION/REPAIRS/AUTO COLLISION CLAIM	01-5451-0000	1,301.21
			Total Location	2,879.86
Location Warehouse (71)				
P15-01830	VERIZON WIRELESS	Phone Upgrade	01-4410-0000	412.67
P15-01864	SOUTHWEST SCHOOL & OFFICE SUPPLY	Warehouse Stock 14-15 S.Y.	01-9320-0000	987.75
P15-01874	SHADD JANITORIAL SUPPLY	Warehouse Stock 14-15 S.Y.	01-9320-0000	655.75
P15-01915	SAC VAL JANITORIAL SALES & SERVICES, INC.	Warehouse Stock 14-15 S.Y.	01-9320-0000	120.62

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001 - Marysville Joint Unified School District

Generated for Kathy

Cartwright (KATHY), Dec 30 2014

4:18PM

ESCAPE

ONLINE

Page 9 of 12



Includes Purchase Orders dated 12/01/2014 - 12/31/2014

Board Meeting Date January 27, 2015

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Warehouse (71) (continued)				
P15-01926	HILLYARD - SACRAMENTO	Warehouse Stock 2014-15 S.Y.	01-9320-0000	5,983.65
P15-01927	J.C. PAPER	Warehouse Stock 14-15 S.Y.	01-9320-0000	220.59
Total Location				8,381.03
Location Yuba Gardens Intermediate (39)				
P15-01882	NWN CORPORATION	YGS Color Printer	01-4300-0003	1,767.41
P15-01906	AMAZON.COM	WATERS/JOHNSON	01-4300-0003	567.75
P15-01939	SMS TECH SOLUTIONS	Acrobat Pro P. Waters	01-4300-0003	92.45
P15-01943	TEACHER'S BOOK CONNECTION	YLST	01-4200-0003	747.87
P15-01965	OLIVEHURST PUBLIC UTILITY DIST	ESSARY/GATES	01-5801-0004	373.50
P15-01991	CONSCIOUS TEACHING LLC	YLST	01-5801-0003	6,063.90
P15-02034	CLOSE LUMBER	ROE/GATES	01-4300-0003	201.56
Total Number of POs			210	
Total Location				9,814.44
Total				694,120.78

Fund Recap

Fund	Description	PO Count	Amount
01	Gen Fund	166	574,305.92
09	Chrt'r Schs	15	15,201.51
12	Child Dev	9	2,494.91
13	Cafeteria	18	81,608.44
14	Def Maint	1	11,200.00
23	MJ G BND9P	1	9,310.00
Total			694,120.78

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001 - Marysville Joint Unified School District

Generated for Kathy

Cartwright (KATHY), Dec 30 2014

4:18PM

ESCAPE

ONLINE

Page 10 of 12

Includes Purchase Orders dated 12/01/2014 - 12/31/2014

Board Meeting Date January 27, 2015

PO Changes

	New PO Amount	Fund/ Object	Description	Change Amount
P15-00072	7,500.00	01-5801	Gen Fund/Contracts	3,000.00
P15-00081	17,000.00	01-4300	Gen Fund/Mat&Suppli	5,000.00
P15-00084	2,500.00	01-4300	Gen Fund/Mat&Suppli	2,000.00
P15-00110	3,000.00	01-4300	Gen Fund/Mat&Suppli	1,500.00
P15-00115	11,000.00	01-4300	Gen Fund/Mat&Suppli	5,000.00
P15-00121	3,000.00	01-4300	Gen Fund/Mat&Suppli	1,500.00
P15-00124	2,000.00	01-5630	Gen Fund/Rents/Leas	1,000.00
P15-00125	26,000.00	01-4300	Gen Fund/Mat&Suppli	6,000.00
P15-00200	14,300.00	01-5880	Gen Fund/Cont Buses	3,300.00
P15-00204	13,800.00	01-4364	Gen Fund/Tools/Part	3,000.00
P15-00205	9,000.00	01-5641	Gen Fund/Equip Repa	3,000.00
P15-00218	10,000.00	01-5641	Gen Fund/Equip Repa	20,000.00
P15-00219	7,000.00	01-4364	Gen Fund/Tools/Part	2,000.00
P15-00223	10,000.00	01-5641	Gen Fund/Equip Repa	40,000.00
P15-00229	3,000.00	01-5880	Gen Fund/Cont Buses	1,000.00
P15-00313	7,000.00	01-4320	Gen Fund/Custod Sup	2,000.00
P15-00389	25,000.00	01-5641	Gen Fund/Equip Repa	5,000.00
P15-00413	28,000.00	01-4363	Gen Fund/Tires&Tube	4,000.00
P15-00450	2,700.00	01-5641	Gen Fund/Equip Repa	1,700.00
P15-00771	3,000.00	01-4364	Gen Fund/Tools/Part	2,000.00
P15-00791	900.00	01-4300	Gen Fund/Mat&Suppli	400.00
P15-00838	1,900.00	01-4300	Gen Fund/Mat&Suppli	900.00
P15-00884	17,000.00	01-5810	Gen Fund/Fingerprt	5,000.00
P15-00942	10,000.00	09-5801	Chtrr Schs/Contracts	1,500.00
P15-00997	11,000.00	09-5801	Chtrr Schs/Contracts	5,000.00
P15-01003	2,700.00	09-5801	Chtrr Schs/Contracts	1,200.00
P15-01303	266.95	01-4300	Gen Fund/Mat&Suppli	26.69
P15-01419	594.37	01-4410	Gen Fund/Equip NonC	19.64
P15-01447	752.02	13-4300	Cafeteria/Mat&Suppli	33.33
P15-01805	3,000.00	01-4364	Gen Fund/Tools/Part	379.13

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

001 - Marysville Joint Unified School District

Generated for Kathy Cartwright (KATHY), Dec 30 2014
4:18PM

ESCAPE ONLINE

Page 11 of 12

Includes Purchase Orders dated 12/01/2014 - 12/31/2014

Board Meeting Date January 27, 2015

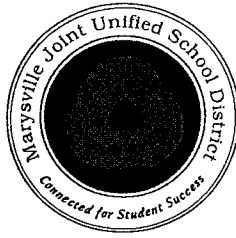
Total PO Changes 6,352.85

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

001 - Marysville Joint Unified School District

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124



MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

AGREEMENT FOR INSPECTION SERVICES

PROJECT: Shade Structure at Lindhurst High School

This agreement is made and entered into on this **27 day of January, 2015**, by and between the **Marysville Joint Unified School District** hereinafter referred to as "DISTRICT", and **ALAN S. BROOKS** referred to as "INSPECTOR".

WITNESSETH:

WHEREAS, DISTRICT is causing general construction, repairs and/or replacement to be constructed on DISTRICT property in Yuba County, State of California; and

WHEREAS, INSPECTOR is fully licensed and authorized by the State of California to provide inspections on school buildings, portable school buildings, and other structures.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, IT is AGREED by and between the parties hereto as follows:

1.0. Scope of Work

DISTRICT hereby hires INSPECTOR as an independent contractor to perform inspection services on DISTRICT project(s). Such services shall include, but shall not be limited to:

1.1. Specifications

Inspection of the work during construction to assure that all work is done in accordance with the approved plans and specifications and applicable federal, state, and local building codes.

1.2. Log

The maintenance of a detailed daily inspection log.

125

1.3. Certification

The certification of work completed and in progress, by the contractor, including material and equipment on or off site for pay request verification purposes.

1.4. Other

Such other services as may be designated by the DISTRICT.

2.0. Term

The term of this agreement shall commence on the date the District determines inspection services are necessary, and shall continue until the District determines inspection services are no longer required.

3.1. Rate

DISTRICT shall compensate INSPECTOR at the rate of:

\$70.00 per hour for DSA Class I;
\$65.00 per hour for DSA Class II;
\$60.00 per hour for DSA Class III & IV

for all time worked during normal working hours, Monday through Friday up to eight (8) hours per day. Hours worked in excess of eight (8) hours per day, forty (40) hours per week, and on Saturdays shall be compensated at the rate of 1.5 times the hourly rate stated above. All hours worked on Sundays and holidays shall be compensated at the rate of 2.0 times the hourly rate stated above. All overtime work shall be authorized in advance by the DISTRICT Assistant Superintendent, Business Services or designee.

The total fees (including reimbursable expenses) not-to-exceed: \$1,000.

3.2. Reimbursable Expenses

DISTRICT shall reimburse INSPECTOR for necessary out of pocket expenses, i.e., plan reproductions, long distance telephone calls, and/or film and development costs used for provided services.

3.3. Time Sheets and Payment

INSPECTOR shall submit monthly invoices at the end of each month identifying regular time, overtime, mileage log and receipts for out of pocket expenses. Payment shall be made in full by DISTRICT to INSPECTOR within thirty (30) working days after approval by the District Business Office.

4.0. Records

INSPECTOR shall maintain at all times complete detailed records and an inspection log with regard to the services performed under this agreement. The records shall be the property of the DISTRICT.

126

5.0. Non-assignability

This agreement and the rights and duties hereunder shall not be assigned in whole or in part without written consent of the DISTRICT.

6.0. Insurance

INSPECTOR shall provide any required insurance at his/her own expense.

7.0. Fingerprint Certification

INSPECTOR will maintain compliance at all times with Education Code Section 45125.2.

This agreement may be canceled by the DISTRICT or the INSPECTOR upon the giving of thirty (30) calendar days advance written notice. Such notice shall be personally served or given by United States Mail. In the event of cancellation, the INSPECTOR shall be paid for all services performed up to the date of the cancellation.

IN WITNESS WHEREOF, this agreement has been executed on the day, month, and year first above written.

For "DISTRICT":

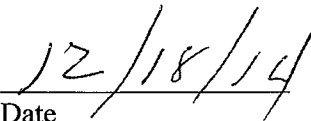
Ryan Digiulio, Assistant Superintendent, Business Services

Date

'INSPECTOR'



Alan S. Brooks, Class I DSA Inspector



Date



Marysville Joint Unified School District
1919 B Street, Marysville, California 95901
Purchasing Department

PUBLIC WORKS CONTRACT FOR SERVICES UNDER \$15,000

THIS CONTRACT made and entered into on January 27, 2015, by and between Fletcher's Plumbing and Contracting, Inc., hereinafter called the **CONTRACTOR** and the **MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT** hereinafter called the **DISTRICT**.

WITNESSETH; The parties do hereby contract and agree as follows:

1. The **CONTRACTOR** shall furnish labor and materials to the **DISTRICT** in accordance with the **Terms & Conditions set forth in Attachment B hereof and incorporated herein by this reference and any specifications attached for a total contract price of: Two Thousand four hundred dollars (\$2,400.00).**

(MAY NOT EXCEED \$2,400.00) to be paid in full within thirty (30) days after completion and acceptance

2. Contractor shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following classification: **General Building Contractor, Classification B, License Number 309313**. This contract shall commence on January 28, 2015 with work to be completed within ninety days (90) consecutive days and/or by **April 30, 2015**.

(Check contractor license classification appropriateness at:

<http://www.cslb.ca.gov/GeneralInformation/Library/LicensingClassifications/>

and contractor license status at: <https://www2.cslb.ca.gov/OnlineServices/CheckLicense/CheckLicense.aspx>).

3. **SCOPE OF WORK:** By submitting a proposal, contractors warrant that they have made a site examination as they deem necessary as to the condition of the site and certify all measurements, specifications and conditions affecting the work to be performed at the site. Proposals are subject to acceptance by the signing of a contract and issuance of an appropriate purchase order. The District reserves the right to accept or reject any and all quotes and reserves the right to waive any informality in any quote. **CONTRACTOR PROPOSES TO FURNISH LABOR AND MATERIAL IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:** (Describe in detail the scope of the proposed project and materials to be furnished)

- Refer to **Exhibit F**, attached hereto

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NONCOLLUSION AFFIDAVIT

The party making the foregoing bid certifies that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation, that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

SCHOOL SAFETY ACT - COMMUNICATIONS WITH PUPILS

In accordance with Education Code Section 45125.1, the District has determined that fingerprinting and certification will be required of the employees of the contractor who provide services under this contract (certification form attached)

In accordance with Education Code Section 45125.2, the District has determined that an exemption exists under requirements of 45125.1, and that workers may have other than limited contact with students. Therefore, the Contractor is required to provide or agree to one or more of the following: (to be determined by District)

- ☒ Installation of physical barrier at the work site to limit contact with pupils
- ☒ Surveillance of employees of the Contractor by school personnel
- ☐ Continual supervision and monitoring of all employees of the Contractor by an employee of the Contractor whom the DOJ has ascertained has not been convicted of a violent or serious felony
- Supervisor's Name: _____
- Soc Sec No: _____

In accordance with Education Code Section 45125.1, subdivision c, the District has determined that this contract is not subject to Education Code Section 45125.1 (a), because the contractor's employees, including the employees of any subcontractor, will have only "limited contact" with pupils on the site. Justifications is as follows:

- ☒ Work will be performed on a day or days when school is not in session (holidays, weekend or non-teaching days - may not include after school hours)
- ☐ Other, describe: _____

Signature: C Jensen Title: Director Facilities Date: 1/21/2015
Signature of District Official responsible for assuring selected conditions are met in accordance with Education Code Section 45125.2, if applicable

Contractor understands that District department staff may monitor and evaluate adherence to these conditions during the performance of their work

IN WITNESS WHEREOF, the parties hereunto have subscribed to this Contract, including all Contract Documents as listed below:

- | | |
|---|---|
| <input type="checkbox"/> Work Specs/Scope of Work Statement | <input type="checkbox"/> Contractor Certification Form - Attachment A |
| <input type="checkbox"/> Certificates of Insurance | <input type="checkbox"/> Terms and Conditions dated _____ - Attachment B |
| <input type="checkbox"/> Non Collusion Affidavit | <input type="checkbox"/> Workers' Compensation Certificate - Attachment C |
| <input type="checkbox"/> Purchase Order No. _____ | <input type="checkbox"/> and W9 Form |

TYPE OF BUSINESS ENTITY

- ☐ Individual
- ☐ Sole Proprietorship
- ☐ Partnership
- ☒ Corporation
- ☐ Other

TAX IDENTIFICATION

68-0449234
Employer Identification Number
Social Security Number

License No: 309313 Classification: B Expiration Date: 06/30/2015

(District Use Only: License verified by C Jensen Date: 1/21/2015)

I hereby agree to abide by these terms and conditions if awarded the project as described herein. Under penalty of perjury I certify that I am a duly authorized agent/representative of the company providing this proposal. I also certify that none of the individuals identified on attached certification form (if applicable) or any individual identified above as been convicted of a felony as defined in Education Code 45122.1.

Date: 12/23/2014

Authorized Signature: Adam Fletcher

Company Name: Fletcher's Plumbing & Contracting, Inc

Printed Name: Adam Fletcher

Address: 219 Burns Drive, Yuba City Ca 95991

Title: Secretary

www.fletchersplumbing.net

Phone: 530-673-2489

Fax: 530-673-1317

Accepted by _____
Signature of District Representative

Title: Asst. Supt.

Date: 1/27/15

Business Services



ATTACHMENT A – CONTRACTOR CERTIFICATION FORM
CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1

The District has determined under Education Code Section 45125.1, subdivision (c) that in performing services to this contract. Contractor's employees may have contact with pupils. As required under Education Code Section 45125.1, subdivision (a), Contractor shall require their employees, including the employees of any subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

Contractor shall not permit any employee to perform services who may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has not criminal charges pending for a felony as defined in Section 45122.1.

Contractor shall certify in writing to the District that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1.

Contractor shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Contractor's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Contractor for using employees who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

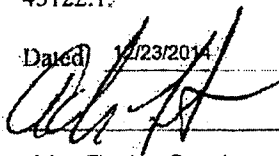
It is understood that by signing this document Contractor agrees that they are familiar with Education Code Section 45122.1. The following individuals are employees of contractor who may come in contact with pupils in the performance of services in this contract.

Name	Social Security No.
Brian Madison	549-83-1320
Rick Erickson	567-06-0924

I certify that none of the individuals identified above has been convicted of a felony as defined in Education Code Section 45122.1.

Dated 12/23/2014

Fletcher's Plumbing & Contracting, Inc (Company)


Adam Fletcher, Secretary (Title)

(The remainder of this page has been left blank intentionally)

130



ATTACHMENT B **TERMS AND CONDITIONS**

ARTICLE 1. WAGE RATES: Pursuant to the provisions of article 2 (commencing at section 1770), chapter 1, part 7, divisions 2 of the Labor Code of California, the Director of Industrial Relations has ascertained the general prevailing rate of per diem wages in the locality in which this public work is to be performed for each craft, classification or type of worker needed to execute the contract. Copies of said determinations are on file at District's principal office and available to any interested party on request. Refer to web site (www.dir.ca.gov).

Holiday and overtime work, when permitted by law, shall be paid for at a rate of at least one and one-half times the general prevailing rate of per diem wages as determined by the Director of Industrial Relations, unless otherwise specified. Each worker of the Contractor or any of his subcontractors engaged in work on the project shall be paid not less than the general prevailing rate of per diem wages determined by the Director of Industrial Relations, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such workers.

Each worker needed to execute the work on the project shall be paid travel and subsistence payments, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed with the Department of Industrial Relations in accordance with Labor Code section 1173.8.

The Contractor shall, as a penalty to the District, forfeit not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under the contract by him or by any subcontractor under him. Prevailing wage rates shall also be used when determining wages paid for change order items. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of the Contractor's mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor in meeting his prevailing wage obligations, or the Contractor's willful failure to pay the correct rates of prevailing wages. The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor, and the Contractor shall be bound by the provisions of Labor Code section 1775.

Any worker employed to perform work on the project, which work is not covered by any classification listed in the general prevailing rate of per diem wages determined by the Director of Industrial Relations, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to work to be performed. Such minimum wage rate shall be retroactive to the time of initial employment of such person in such classification.

Pursuant to Labor Code section 1773.1, per diem wages are deemed to include employer payments for health and welfare, pension, vacation, travel time, subsistence pay and similar purposes.

Contractor shall post at appropriate conspicuous points on the site of project, a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned.

Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him in connection with the public work.

The payroll records required above shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

- a) A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his or her authorized representative on request.
- b) A certified copy of all payroll records shall be made available for inspection or furnished upon request to a representative of District, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.
- c) A certified copy of all payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. The public shall not be given access to such records at the principal office of the Contractor.

Contractor shall file a certified copy of the records required above with the District or entity that requested such records within ten days after receipt of a written request. Any copies of records made available for inspection as copies and furnished upon request to the public or any public agency by the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor shall not be marked or obliterated.

Contractor shall inform the District of the location of the records required above, including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.

In the event of noncompliance with the requirements of this article regarding maintenance of records, the Contractor shall have ten days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this article. Should noncompliance still be evident after such ten-day period, the Contractor shall, as a penalty by the District, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalty shall be withheld from progress payments then due.

ARTICLE 2. APPRENTICES: Apprentices of any crafts or trades may be employed and, when required by Labor Code section 1777.5, shall be employed provided they are properly indentured to the Contract in full compliance with provisions of the Labor Code. The prime contractor shall bear the responsibility of compliance with Labor Code section 1777.5 for all apprenticeable occupations and agrees that he will comply with said section which reads: "Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works. Every apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he is employed, and shall be employed only at the work of the craft or trade to which he is registered."

Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4 (commencing with Section 3070), of Division 3, of the Labor Code, are eligible to be employed on public works. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which he or she is training.

When the contractor to whom the contract is awarded by the District, in performing any of the work under the contract or subcontract, employs workers in any apprenticeable craft or trade, the contractor and subcontractor



shall apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the site of the public work for a certificate approving the contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, approval as established by the joint apprenticeship committee or committees shall be subject to approval of the Administrator of Apprenticeship. The joint apprenticeship committee or committees, subsequent to approving the subject contractor or subcontractor, shall arrange for the dispatch of apprentices to the contractor or subcontractor in order to comply with this section. Every contractor and subcontractor shall submit contact award information to the applicable joint apprenticeship committee which shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices to be employed, and the approximate date the apprentices will be employed. There shall be an affirmative duty upon the joint apprenticeship committee or committees administering the apprenticeship standards of the craft or trade in the area of the site of the public work to ensure equal employment and affirmative action in apprenticeship for women and minorities. Contractors or subcontractors shall not be required to submit individual applications for approval to local joint apprenticeship committees provided they are already covered by the local apprenticeship standards. The ratio of work performed by apprentices to journeymen who shall be employed in the craft or trade on the public work may be the ratio stipulated in the apprenticeship standards under which the joint apprenticeship committee operates, but, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of labor performed by a journeyman. However, the minimum ratio for the land surveyor classification shall not be less than one apprentice for each five journeymen.

Any ratio shall apply during any day or portion of a day when any journeyman, or the higher standard stipulated by the joint apprenticeship committee, is employed at the job site and shall be computed on the basis of the hours worked during the day by journeymen so employed, except for the land surveyor classification. The Contractor shall employ apprentices for the number of hours computed as above before the end of the contract. However, the Contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the job site. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Division of Apprenticeship Standards, upon application of a joint apprenticeship committee, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

The Contractor or subcontractor, if he is covered by this section, upon the issuance of the approval certificate, or if he has been previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the apprenticeship standards. Upon proper showing by the Contractor that he employs apprentices in such craft or trade in the state on all of his contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by a journeyman, or in the land surveyor classification, one apprentice for each five journeymen, the Division of Apprenticeship Standards may grant a certificate exempting the Contractor from the 1-to-5 hourly ratio as set forth in the section. This section shall not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor, when the contracts of general contractors or those specialty contractors involve less than thirty thousand (\$30,000) or 20 working days. This section shall not use any work performed by a journeyman in excess of eight hours per day or 40 hours per week to calculate the hourly ratio.

"Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with the rules and regulations prescribed by the Apprenticeship Council. The joint apprenticeship committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting a contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met: a) Unemployment for the previous three-month period in such area exceeds an average of 15

percent. b) The number of apprentices in training in such area exceeds a ratio of 1-to-5. c) If there is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis, or on a local basis. d) Assignment of an apprentice to any work performed under a public works contract would create a condition which would jeopardize his life, or the life, safety, or property of fellow employees or the public at large or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

When exemptions are granted to an organization which represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

A contractor to whom the contract is awarded, or any subcontractor under him who, employs journeymen or apprentices in any apprenticeable craft or trade to perform work under the contract and who is not contributing to a fund or funds to administer and conduct the apprenticeship program in any craft or trade in the area of the site of the public work, to which fund or funds other contractors in the area of the site of the public work are contributing, shall contribute to the fund or funds in each craft or trade in which he employs journeymen or apprentices on the public work in the same amount or upon the same basis and in the same manner as the other contractors do. Where the trust fund administrators are unable to accept the fund, contractors not signatory to the trust agreement shall pay a like amount to the California Apprenticeship Council. This contractor or subcontractor may add the amount of the contributions in computing his bid for the contract. The Division of Labor Standards Enforcement is authorized to enforce the payment of the contributions to the fund or funds as set forth in Labor Code Section 227.

The District awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor. All decisions of the joint apprenticeship committee under this section are subject to Labor Code Section 3081.

ARTICLE 3. WORK HOURS: As provided in article 3 (commencing at section 1810), chapter 1, part 7, division 2 of the Labor Code, eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by the Contractor or by any subcontractor on any subcontract under this contract upon the work or upon any part of the work contemplated by this contract is limited and restricted to eight (8) hours during any one-calendar day and forty (40) hours during any one-calendar week, except as hereinafter provided. Notwithstanding the provisions hereinabove set forth, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.

The Contractor and every subcontractor shall keep accurate record showing the name and actual hours worked each calendar day and each calendar week by each worker employed by him in connection with the work or any part of the work contemplated by this contract. The record shall be kept open at all reasonable hours to the inspection of the District and the Division of Labor Law Enforcement, Department of Industrial Relations of the State of California.

The Contractor shall pay to the District a penalty of twenty-five dollars (\$25) for each worker employed in the execution of this contract by the Contractor or by any subcontractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week in violation

132



of the provisions of article 3 (commencing at section 1810), chapter 1, part 7, division 2 of the Labor Code.

Any work necessary to be performed after regular working hours, or on Sundays or other holidays shall be performed without additional expense to District

ARTICLE 4. SUBCONTRACTING: Contractor agrees to bind every subcontractor by terms of the contract as far as such terms are applicable to subcontractor's work. If Contractor shall subcontract any part of this contract, Contractor shall be fully responsible to District for acts and omissions of subcontractor and of persons either directly or indirectly employed. Nothing contained in contract documents shall create any contractual relation between any subcontractor and District.

ARTICLE 5. ASSIGNMENT: Contractor shall not assign or transfer by operation or law or otherwise any or all of its rights, burdens, duties, or obligations under this contract without prior written consent of District.

ARTICLE 6. WORKERS' COMPENSATION INSURANCE: The Contractor shall provide, during the life of this contract, workers' compensation insurance for all its employees engaged in work under this contract, or at the site of the project, and if work is sublet, the Contractor shall require the subcontractor similarly to provide workers' compensation insurance for all the latter's employees. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by the Contractor's insurance. The Contractor shall provide to the District a Certificate regarding Workers' Compensation available from the District prior to performing the work of the contract.

ARTICLE 7. PROOF OF INSURANCE: Contractor must provide Commercial General Liability Insurance (including automobile insurance) which provides limits of not less than \$1,000,000 per occurrence (combined single limit) and \$2,000,000 Project Specific Aggregate (for this project only). Any general liability policy provided by Contractor hereunder shall contain an endorsement which applies its coverage to District, members of District's Board of Trustees, and the officers, agents, employees and volunteers of District, the State Allocation Board, if applicable, the architect, and the architect's consultants, if applicable, individually and collectively as additional insured. Coverage additional to that shown above to be evidenced in a provided Certificate of Insurance is as follows: Products-Comp/Ops Aggregate \$1,000,000; Automobile \$1,000,000; Personal and Advertising Injury \$1,000,000; Each Occurrence \$1,000,000; Fire Damage minimum \$100,000*; Medical Expense (per person) \$5,000. *Activities that place buildings at risk for fire (use of kitchen, portable lighting, heavy electrical gear, etc. must have a \$1,000,000 Property/Fire limit.

The limits set forth above shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit contractor's indemnification obligations to District, and shall not preclude the District from taking such other actions available to District under other provisions of the contract documents or law

Contractor and any subcontractor shall not commence work nor shall he allow any subcontractor to commence work under this contract until all required insurance certificates have been delivered to and approved by District.

ARTICLE 8. INDEMNIFICATION: District shall not be liable for, and Contractor shall defend and indemnify District against any and all claims, demands, liability, judgements, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this contract arising either directly or indirectly from any act, error, omission or negligence of Contractor or its contractors, licensees, agents, servants or employees, including, without limitation, Claims caused by the concurrent act, error, omission or negligence of District or its agents or

employees. However, Contractor shall have no obligation to defend or indemnify District from a Claim if its determined by a court of competent jurisdiction that such Claim was caused by the active negligence, sole negligence, or willful misconduct of District or its agents or employees.

ARTICLE 9. MATERIALS: Contractor warrants good title to all material, supplies and equipment installed or including in the work. Except as otherwise specifically stated in this contract, Contractor shall provide and pay for all materials, labor, tools, equipment, water, lights, power, transportation, superintendence, temporary constructions of every nature, and all other services and facilities of every nature whatsoever necessary to execute and complete this contract within specified time. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of good quality. Materials shall be furnished in ample quantities and at such times as to insure uninterrupted progress of work. Contractor shall be entirely responsible for damage or loss by weather or other causes to materials or work under this contract

ARTICLE 10. PATENTS, ROYALTIES AND INDEMNITIES: The Contractor shall hold and save the District and its officers, agents and employees harmless from liability of any nature or kind, including cost and expense, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of this contract, including its use by the District, unless otherwise specifically stipulated in the contract documents.

ARTICLE 11. GUARANTEE: Besides guarantees required elsewhere, Contractor shall, and hereby does, guarantee all work for a period of one year after date of acceptance of work by District and shall repair or replace any or all such work, together with any other work, which may be displaced in so doing, that may prove defective in workmanship and/or materials within a one year period from date of acceptance without expense whatsoever to District, ordinary wear and tear, unusual abuse or neglect excepted. District will give notice of observed defects with reasonable promptness. Contractor shall notify District upon completion of repairs

This article does not in any way limit the guarantee of any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish District all appropriate guarantee or warranty certificates upon completion of the project.

ARTICLE 12. PROTECTION OF WORK AND PROPERTY: The Contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of this contract and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance by the District. All work shall be solely at the Contractor's risk. Contractor shall adequately protect adjacent property from settlement or loss of lateral support as provided by law and contract documents. Contractor shall take all necessary precautions for safety of employees on the work and shall comply with all applicable safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to premises where work is being performed. Contractor shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safeguards, signs, barriers, light and watchmen for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of construction. Contractor shall designate a responsible member of the organization on the work, whose duty shall be prevention of accidents. Contractor shall report name and position of person so designated to District

ARTICLE 13. DISTRICT'S RIGHT TO TERMINATE CONTRACT: If the Contractor refuses or fails to prosecute the work or any separable part thereof with such diligence as will insure its completion within the time specified or any extension thereof, or fails to complete said work within such time, or if the Contractor should be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of insolvency, or if Contractor should persistently or repeatedly refuse or should fail, except in cases for which



extension of time is provided, to supply enough properly skilled workers or proper materials to complete the work in time specified, or should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, ordinances or instructions of District, or otherwise be guilty of a substantial violation of any provision of the contract, or if Contractor or subcontractors should violate any of the provisions of this contract, then District may, without prejudice to any other right or remedy, serve written notice upon Contractor and surety of its intention to terminate this contract, such notice to contain the reasons for such intention to terminate, and unless within ten days after the service of such notice such condition shall cease or such violation shall cease and satisfactory arrangements for the correction thereof be made, this contract shall upon the expiration of said ten (10) days, cease and terminate.

ARTICLE 14. COMPLIANCE WITH STORM WATER PERMIT

Contractor shall be required to comply with all conditions of the State Water Resources Control Board ("State Water Board") National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity ("Permit") – General NPDES Permit No. CAS000004 adopted by the State Water Resources Control Board. Contractor shall be responsible for filing the Notice of Intent and for obtaining the Permit and include all costs in the Contract amount. Contractor shall be responsible for procuring, implementing and complying with the provisions, monitoring and reporting requirements as required by the Permit. Contractor shall provide copies of all reports and monitoring information to the District Representative. Failure to comply with the Permit is in violation of federal and state law.

ARTICLE 15. CLEAN UP: Contractor at all times shall keep premises free from debris such as waste, rubbish and excess materials and equipment caused by his work; debris shall be removed from premises. Contractor shall not leave debris under, in, or about the premises. Upon completion of work Contractor shall clean interior and exterior of building including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections and any areas where debris has collected so surfaces are free from foreign material or discoloration; Contractor shall clean and polish all glass, plumbing fixtures and finish hardware and similar finish surfaces and equipment and remove temporary fencing, barricades, planking and construction toilet and similar temporary facilities from site.

ARTICLE 16. PROVISIONS REQUIRED BY LAW DEEMED INSERTED: Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provisions is not inserted, or is not correctly inserted then upon application of either party the contract shall forthwith be physically amended to make such insertion or correct

ARTICLE 17. EXCAVATION DEEPER THAN FOUR FEET: If this contract involves digging trenches or other excavations that extend deeper than four feet below the surface, then all of the following apply:

- a. The Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing of any: (1) Material that the Contractor believes may be material that is hazardous waste, as defined in section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law. (2) Subsurface or latent physical conditions at the site differing from those indicated. (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract
- b. Upon receiving any such notice, the District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in this contract.

- c. In the event that a dispute arises between the District and the Contractor whether the conditions materially differ or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by this contract, but shall proceed with all work to be performed under the contract. A contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protest between the contracting parties.

ARTICLE 18. REMOVAL OR RELOCATION OF MAIN OR TRUNKLINE UTILITY FACILITIES:

The Contractor shall not be assessed for liquidated damages for delay in completion of this project, when such delay was caused by the failure of the awarding authority of this contract or the owner of the utility to provide for removal or relocation of the existing main or trunkline utility facilities; however, when the Contractor is aware that removal or relocation of an existing utility has not been provided for, Contractor shall promptly notify the awarding authority and the utility in writing, so that provision for such removal or relocation may be made to avoid and minimize any delay which might be caused by the failure to remove or relocate the main or trunkline utility facilities, or to provide for its removal or relocation. In accordance with section 4215 of the Government Code, if the Contractor while performing the contract discovers any existing main or trunkline utility facilities not identified by the public agency in the contract plans or specifications, he shall immediately notify the public agency and utility in writing. The public utility, where they are the owners, shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price. The Contractor shall be compensated for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work.

ARTICLE 19. CHANGE ORDERS: Change orders may not cause the total aggregate cost of the project to exceed \$15,000 or the project will become subject to competitive bidding. The District, without invalidating contract, and as provided by law, may order extra work or make changes by altering, adding to, or deducting from work, the contract sum being adjusted accordingly. All such work shall be subject to prevailing wage rates and shall be executed under the conditions of the original contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change. In giving instructions, Contractor agrees that the District shall have authority to make minor changes in work, not involving change in cost, and not inconsistent with the purposes or approvals of the project. Otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless pursuant to a written order from District, and no claim for an addition to the contract sum shall be valid unless so ordered.

ARTICLE 20. RESOLUTION OF CONSTRUCTION CLAIMS OF \$375,000 OR LESS:

For public work claims of \$375,000 or less between Contractor and District, if District has not elected to resolve disputes by arbitration pursuant to article 7.2 (commencing with section 10240) of chapter 1 of part 2 of the Public Contract Code, the provisions of article 1.5 (commencing with section 20104) of chapter 1 of part 3 of the Public Contract Code apply ("Article 1.5")

For purposes of Article 1.5, "public work" has the same meaning as in section 3100 and 3106 of the Civil Code. "Claim" means a separate demand by Contractor for a time extension, or payment of money or damages for work done by or for Contractor, payment for which is not otherwise expressly provided in the contract or to which Contractor would not otherwise be entitled, or a payment disputed by District.

Each claim shall be submitted in writing before the date of final payment and shall include all necessary substantiating documentation. District shall respond in writing within forty-five (45) days of receipt of the claim if the

134



claim is less than \$50,000 ("50,000 claim") or within sixty (60) days of receipt of the claim, if the claim is over \$50,000 but less than or equal to \$375,000 ("50,000-\$375,000 claim"). In either case, District may request in writing within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the District may have against the claimant. Any additional information shall be requested and provided upon mutual agreement of the District and the claimant. District's written response to the claim shall be submitted to claimant within fifteen (15) days after receipt of the further documentation for \$50,000 claims or within thirty (30) days after receipt of the further documentation for \$50,000-\$375,000 claims or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

Within fifteen (15) days of receipt the District's response, if claimant disputes District's written response or within fifteen (15) days of the District's failure to respond within the time prescribed, the claimant shall provide written notification to District demanding an informal conference to meet and confer ("conference") to be scheduled by the District within thirty (30) days. If the claim or any portion of the claim remains in dispute following the meet and confer ("meet and conference") to be scheduled by the District within 30 days. If the claim or any portion of the claim remains in dispute following the meet and confer conference, the claimant may file a claim as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3 6 of Title 1 of the Government Code. For purposes of those provisions, the period of time within which a claim must be filed is tolled from the time the claimant submits a written claim until the time the claim is denied, including time utilized as a result of the meet and confer process.

If a civil action is filed to resolve claims within sixty (60) days (but no earlier than thirty (30) days) following the filing of responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide that both parties select a disinterested third person mediator within fifteen (15) days, shall be commenced within thirty (30) days of the submittal and concluded within fifteen (15) days from the commencement of the mediation unless time is extended upon a good case showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

If the material remains in dispute, the case shall be submitted to judicial arbitration pursuant to chapter 2 5 (commencing with section 1141 10) of title 3 of part 3 of the Code of Civil Procedure, notwithstanding section 1141 11 of that code. The Civil Discovery Act of 1986 (article 3, commencing with section 2016, of chapter 3 of title 3 or part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration. The court may, upon request by any party, order any witness to participate in the mediation or arbitration process.

Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates not to exceed their customary rate. Such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall state or county funds pay these fees or expenses. Any party who, after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgement, shall pay the attorney's fees of the other party arising out of the trial de novo in addition to payment of costs and fees required under chapter 2 5 (commencing with section 1141 10) of title 3 of part 3 of the Code of Civil Procedure. District shall not fail to pay any portion of a claim which is undisputed unless otherwise provided herein and shall pay interest at the legal rate commencing on the date the suit is filed in court on any arbitration award or judgement.

ARTICLE 21. DRUG FREE/SMOKE FREE/ALCOHOL FREE POLICY: All District sites are designated drug free/smoke free/alcohol free. The use or abuse of controlled substances, tobacco products and alcohol will not be tolerated.

THIS CONCLUDES THE GENERAL TERMS AND CONDITIONS DATED 12/11/2014 consisting of Article 1 through Article 21

135



ATTACHMENT C
CONTRACTOR'S CERTIFICATE REGARDING
WORKERS' COMPENSATION

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Signature, Contractor's Authorize Representative

Adam Fletcher, Secretary

Name of Contractor's Authorized Representative, (Printed or Typed)

(In accordance with article 5 (commencing at section 1860), chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

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Marvsville Joint Unified School District

ATTACHMENT D

This Criminal Background - Fingerprinting Certification form **must** be taken to our **Purchasing Department** at the Marvsville Joint Unified School District, 1919 B Street, Marysville, CA 95901.

CRIMINAL BACKGROUND
INVESTIGATION/ FINGERPRINTING CERTIFICATION

PROJECT NAME OR CONTRACT NO.: Yuba Gardens Gym Door
between the El Monte Union High School District ("District" or "Owner") and
Fletcher's Plumbing & Contracting, Inc. ("Contractor" or "Bidder").

The undersigned does hereby certify to the governing board of the District as follows:

That I am a representative of the Contractor currently under contract ("Contract") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken at least one of the following actions with respect to the construction Project that is the subject of the Contract (check all that apply):

☒ The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122. 1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

☒ Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees and District pupils at all times; and/or

☒ Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor 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 Contractor's employees and its subcontractors' employees is

Name: Brian Madison

Title: Field Supervisor

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

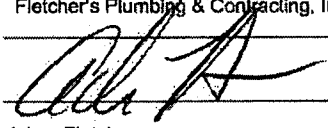


Marysville Joint Unified School District

**ATTACHMENT E
PREVAILING WAGE AND RELATED LABOR REQUIREMENTS CERTIFICATION**

PROJECT NAME OR CONTRACT NO.: Yuba Gardens Gym Door
" between Marysville Joint Unified School District (the "District" or the "Owner") and _____
Fletcher's Plumbing & Contracting, Inc (the "Contractor" or the "Bidder").

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project including, without limitation, the District's labor compliance program, if in use on this Project.

Date: 12/23/14
Proper Name of Contractor: Fletcher's Plumbing & Contracting, Inc
Signature: 
Print Name: Adam Fletcher
Title: Secretary

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Marysville Joint Unified School District

**ATTACHMENT F
SCOPE OF WORK**

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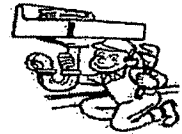
SCOPE of WORK Proposal & Contract

Page No. _____

of _____

Pages _____

FLETCHER'S PLUMBING & CONTRACTING, INC.
249 Burns Dr, Yuba City 1905 Nord Ave, Chico
530-673-2489 * 530-673-1317 fax 530-342-7800 * 530-342-7808 fax
Contractors Lic. No 309313-A, B, C36



PROPOSAL SUBMITTED TO MARYSVILLE JOINT UNIFIED SCHOOL		PHONE 749-6128	DATE 12/10/14
Street 1919 B ST	Job Address YUBA GARDENS SCHOOL		
City/State/Zip MARYSVILLE, CA. 95901	City/State/Zip OLIVEHURST, CA. 95961		
YUBA GARDENS M.S. GYM / JOB #: 06-857		JOB PHONE _____	

Bid Consists of:

- 1 REMOVE EXISTING DOOR SWEEP, STILES, THRESHOLD AND DRIP EDGE
- 2 INSTALL NEW DOOR SWEEP, STILES, THRESHOLD AND DRIP EDGE
- 3 PRICE IS BASED ON CURRENT PREVAILING WAGE RATES
- 4 PRICE INCLUDES ALL LABOR, MATERIAL AND EQUIPMENT
- 5 BID BASED ON JOB SPECS

NOTE: PRICE CHANGE IS DUE TO PREVAILING WAGE INCREASES AS WELL AS MATERIAL INCREASES

Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the registrar of the board whose address is: Contractors' State License Board - 1020 N St. - Sacramento, CA 95814

NOTICE: Under the Mechanic's Lien Law (California Code of Civil Procedure, Section 1181.0 et seq.) any contractor, subcontractor, laborer, supplier or other person who helps to improve your property but is not paid for his work or supplies, has the right to enforce a claim against your property. This means that after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your own contractor in full, if the subcontractor, laborer, or supplier remains unpaid.

WE PROPOSE hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

TWO THOUSAND FOUR HUNDRED DOLLARS AND NO CENTS

\$2400.00

NET 30 DAYS

All material is guaranteed to be as specified. All work to be completed in a Substantial workmanlike manner according to specifications submitted. Per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation insurance.

Authorized Signature _____

Note: This proposal may be withdrawn by us if not accepted within **30** days.

ACCEPTANCE OF PROPOSAL The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outline above.

Signature _____

Signature _____

Date of Acceptance: _____

140

FINISH HARDWARE

**Section 08710
06-857**

PART 1 - GENERAL

1.01 QUALITY ASSURANCE

- A. Use only new materials and products, unless existing materials or products are specifically shown otherwise on the Drawings to be salvaged and re-used.
- B. Use materials and products of one manufacturer whenever possible.
- C. All materials, components, assemblies, workmanship and installation are to be observed by the Owner's Inspector of Record. Work not so inspected is subject to uncovering and replacement.
- D. Catalog Standards: Manufacturer's catalog numbers in the Specifications are for convenience in identifying items; catalog descriptions of these items constitute minimum requirements.
 - 1. The use of catalog numbers and specific requirements set forth in Drawings and Specifications does not preclude the use of any other acceptable manufacturer's products or procedures which may be equivalent, but establish a standard of design and quality for materials, construction and workmanship.

1.05 GUARANTEE

- A. Submit fully executed Guarantee with submittal package required by Article 1.05.

1.06 REFERENCES AND STANDARDS

- A. Title 24, Part 2, CCR, California Building Code.
- B. ANSI standards A115 and A156 are to be used to define quality standards for Finish Hardware.

1.07 DELIVERY, STORAGE AND HANDLING

- A. Deliver undamaged products to job in manufacturer's sealed containers and/or original bundles with tags and labels intact, marked to correspond with Finish Hardware Schedule.
- B. Store materials in protected, dry conditions off of ground and in areas so as to not interfere with the progress of the work.
- C. Transport, store and handle in strict accord with the manufacturer's written recommendations.
- D. Make delivery to job when notified by Contractor verifying that the job is ready to receive the work of this Section and that arrangements have been made to properly store, handle and protect such materials and work.
- E. Any items of hardware requiring fabricator installation: Deliver as directed by General Contractor. Storage and protection of Finish Hardware, once delivered as directed, is responsibility of General Contractor.

1.08 QUALIFICATIONS

- A. Qualifications of Supplier: The finish hardware supplier shall provide the services of an Architectural Hardware Consultant (AHC), a member of the Door & Hardware Institute for consultation at no

FINISH HARDWARE

Section 08710

06-857

additional cost to the Owner during course of construction.

1.10 DOOR CLEARANCES

Unless detailed otherwise on Drawings, provide following door clearances:

A. Floor Clearance:

Labeled doors	3/8 inch max. over floor or threshold
No threshold	3/4 inch max. for metal doors; 5/8 inch max. for wood doors
Threshold	1/8 inch typical
Carpet	1/8 inch over top of nap

B. Head and jamb clearance 1/8 inch max.

PART 2 - PRODUCTS

2.01 HARDWARE TYPES LIST

A. Catalog numbers used herein are those of following manufacturers: Thresholds/Weatherstripping NGP

C. Architect's decision regarding any item submitted for approval as equal to that specified shall be final.

E. Finish Hardware Schedule: SW# 78813

Group 12 - EXTERIOR ENTRY/EGRESS

1	ea	Astragal/Meeting Stile	97VA	AL	NGP
2	ea	Door Sweep	203NA	AL	NGP
1	ea	Threshold	896S	AL	NGP

2.07 SCREWS, BOLTS, AND FASTENING DEVICES

A. Exposed heads oval Phillips type in countersunk holes, unless otherwise specified or required. Use screws, bolts, washers, grommets, nuts, and other fastening devices of appropriate length, type, head, metal and finish, as necessary for proper match and application of hardware.

B. Threshold anchors shall be Flat Sleeve Anchors, FHSL 25 1/4" - 20 2" cadmium plated expansion anchor screw in one unit. Fasten in countersunk holes 2-1/2" at pre-drilled holes or 18" on center maximum spacing and within 3" of each end. Minimum 3 anchors per threshold.

2.10 WEATHERSTRIPPING

A. Weatherstripping shall be tested in accordance with ASTM E-283 and shall meet or exceed the requirements thereof. Locations as indicated on the Drawings and scheduled herein.

2.16 THRESHOLDS

A. Thresholds shall be sized as required for door opening. Use a single threshold whenever possible at double door installation.

FINISH HARDWARE

Section 08710
06-857

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Install hardware in precise manner, in accord with manufacturer's printed instructions; door clearance and hardware placement as specified. Pre-drill pilot holes in wood for screws. Drill and tap for surface mounted hardware on metal. Set hinge leaves snug and flat in mortises; turn screws to flat seat (do not drive).
- B. Mount door closers for maximum swing of door before setting stops. Place silencers before adjusting strikes. Drive hinge pins down and tighten set screws.
- D. Set thresholds in full bed of waterproof sealant and secure with anchors specified above.
- F. Adjust hardware so that moving parts operate freely without bind or excessive play. Installed hardware shall be free from paint, corrosion or damage.
- G. Adjust door and floor closers for closing speed, latching speed, back checking, and adjust hold-open devices for full control of door. Maximum effort to operate doors shall not exceed 5.0 lbs. for exterior and interior doors.

3.03 FINAL INSPECTION

- A. Hardware furnished under this section will be subject to final inspection after installation. Item(s) disclosed by this inspection to have been substituted or not in compliance with final approved Hardware Schedule, shall be removed and replaced with proper materials and equipment, at the expense of the Hardware Supplier. This expense shall also include cost of proper repair or replacement, as determined by Architect, of doors, frames and other construction to which hardware is attached. Refer to Section 01700.

3.04 INSTALLATION AIDS, INSTRUCTIONS AND MAINTENANCE GUIDES

- A. Upon completion of installation and adjustment, turn over to Owner dogging keys, closer valve keys, lock spanner wrenches, and other factory furnished installation aids, instructions and maintenance guides.

END OF SECTION

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RAINFORTH & GRAU
ARCHITECTS

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National Guard Products, Inc.

PROTECTION, INSIDE/OUT

Toll Free Phone 1-800-647-7874

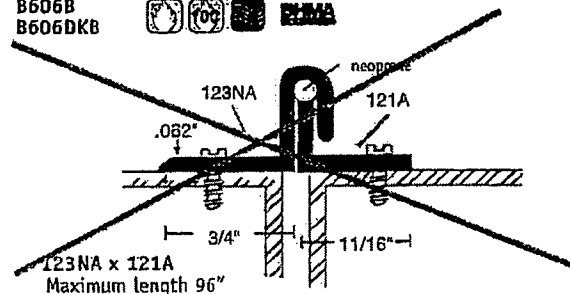
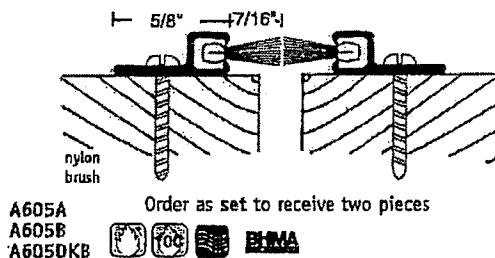
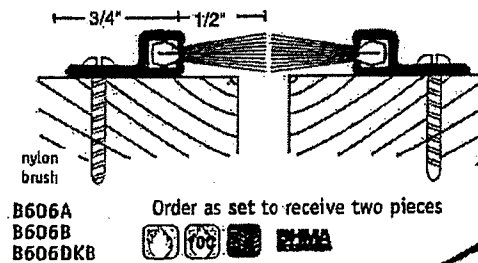
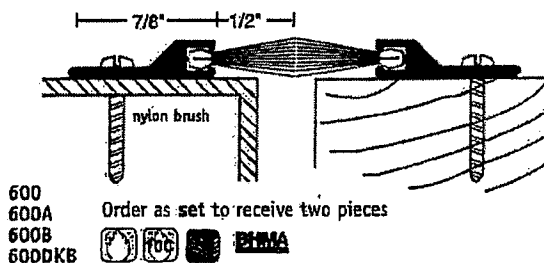
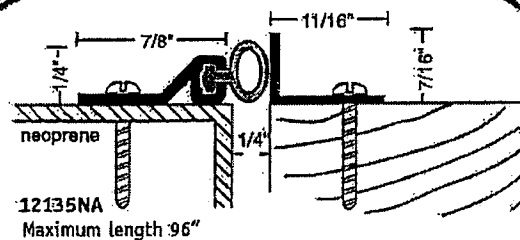
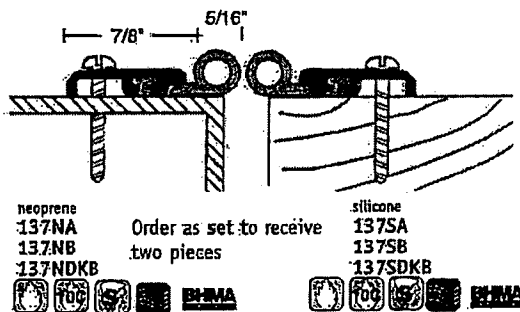
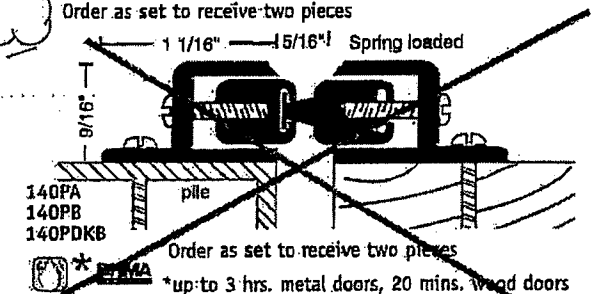
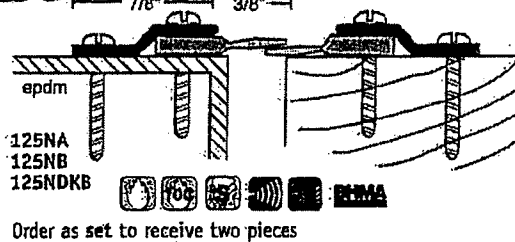
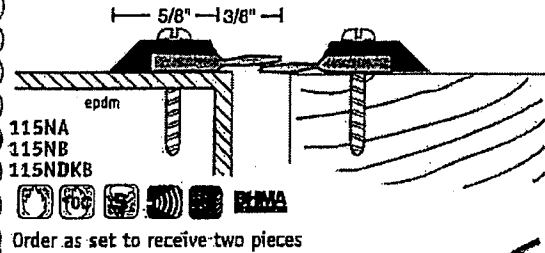
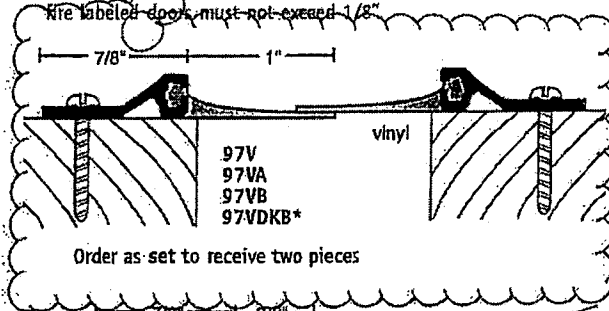
Toll Free Fax 1-800-255-7874

Surface Mounted Astragal Sets

Astragal/Meeting Stile Gasketing

#6 x 3/4" Stainless Steel Sheet Metal Screws furnished.

Fire-rated Astragal Seals cannot replace any astragal required on the door to maintain its fire label. The gap at the latch between fire labeled doors must not exceed 1/8"


 E-mail: ngpinfo@ngpinc.com
www.ngpinc.com

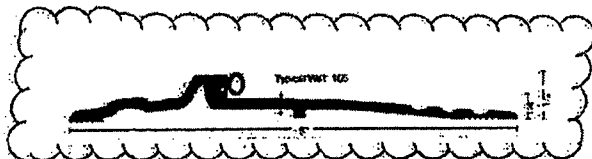
A - clear	EPDM, pile, silicone, vinyl are gray
B - gold	exception: * vinyl is black
DKB - dark bronze	neoprene, brush are black

145

Surgx#hwb

Wkh#urgx#fw#rx#
fix#d#k#h#r#s#
rx#kwl

Your submittal is empty. Please fill by
adding products.



NGP Catalog
Number

896S

Description

ADA Comp. Panic Threshold - Mill Alum

Width

5

Height

1/2

Weight

.64 lbs/ft.

List Price

\$.11.2 FT.

Ratings



UL 10C Classified on wood doors up to 90 min.

UL 10C Classified on metal doors up to 3 hr.



UL 10B Classified on wood doors up to 90 min.

UL 10B Classified on metal doors up to 3 hr.



ADA Compliant



Acoustical Tested



Air Infiltration Tested



ANSI/BHMA Certified



National Guard Products, Inc.
PROTECTION, INSIDE OUT

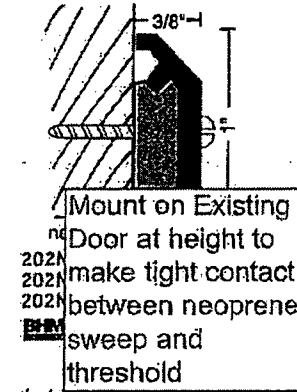
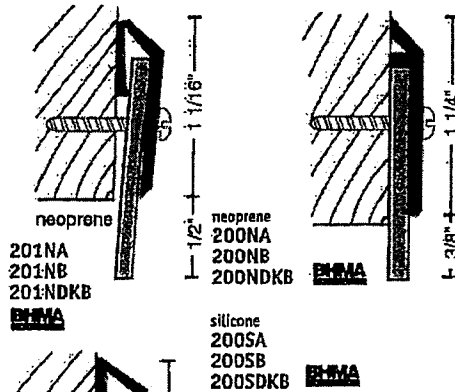
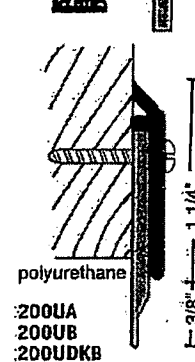
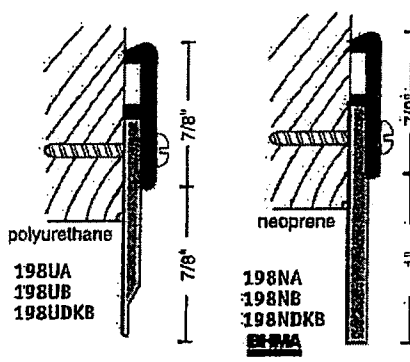
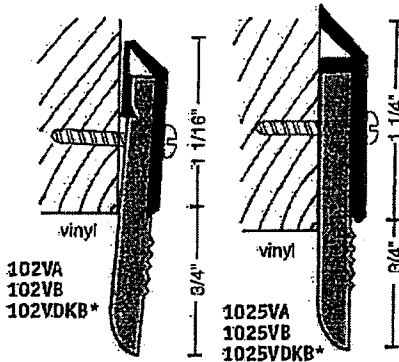
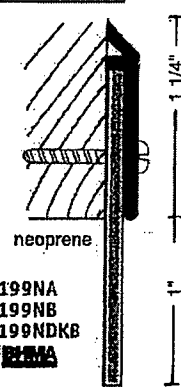
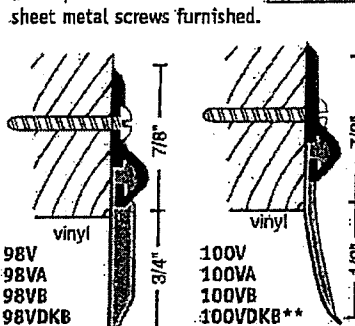
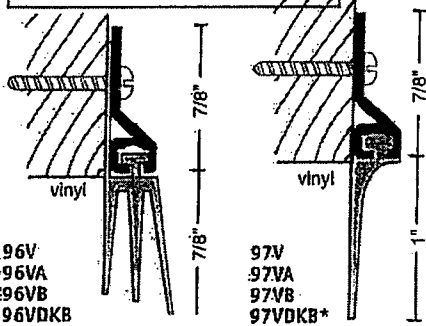
Toll Free Phone 1-800-647-7874
Toll Free Fax 1-800-255-7874

Sweeps

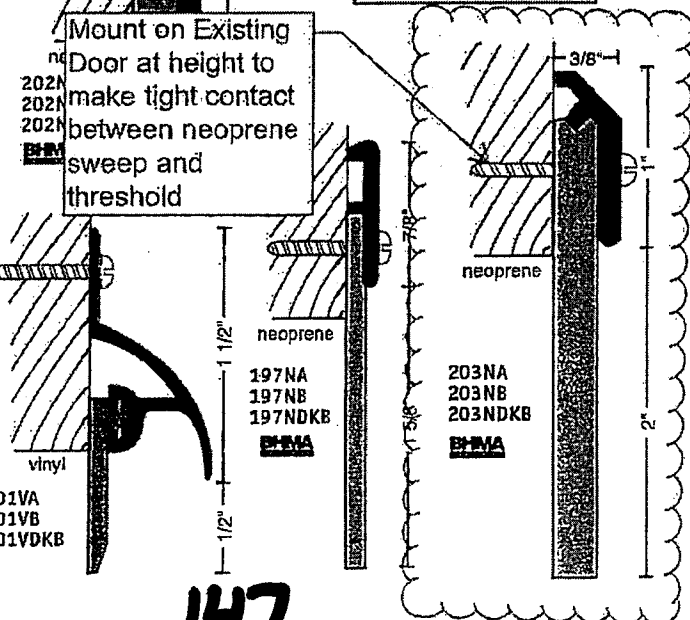
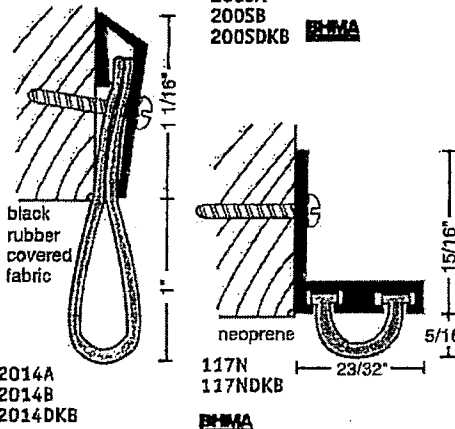
vinyl is gray. Exceptions:
*vinyl is black, **vinyl is brown

#6 x 3/4" stainless steel
sheet metal screws furnished.

neoprene, polyurethane are black
silicone is gray



All products
this page:
OK for use on
'S' label doors.



Mount on Existing
Door at height to
make tight contact
between neoprene
sweep and
threshold

Contractor's License Detail for License # 309313

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.

Per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.

Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.

Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Business Information

FLETCHER'S PLUMBING AND CONTRACTING INC
219 BURNS DRIVE
YUBA CITY, CA 95991
Business Phone Number:(530) 673-2489

Entity Corporation
Issue Date 09/03/1975
Reissue Date 06/16/2000
Expire Date 06/30/2016

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C36 - PLUMBING
B - GENERAL BUILDING CONTRACTOR
A - GENERAL ENGINEERING CONTRACTOR

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with INDEMNITY COMPANY OF CALIFORNIA.

Bond Number: 784092C

Bond Amount: \$12,500

Effective Date: 11/27/2012

Contractor's Bond History

Bond of Qualifying Individual

The Responsible Managing Officer (RMO) FLETCHER CARL JOHN certified that he/she owns 10 percent or more of the voting stock/equity of the corporation. A bond of qualifying individual is not required.

Effective Date: 03/26/2009

The Responsible Managing Officer (RMO) FLETCHER ADAM PAUL certified that he/she owns 10 percent or more of the voting stock/equity of the corporation. A bond of qualifying individual is not required.

Effective Date: 04/08/2011

BQI's Bond History

Workers' Compensation

148

Policy Number: 7600006397141

Effective Date: 01/01/2013

Expire Date: 01/01/2015

Workers' Compensation History

Miscellaneous Information

06/16/2000 - LICENSE REISSUED TO ANOTHER ENTITY

149



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/1/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER L/P Insurance Services, Inc. 11249 Gold Country Blvd #160 Gold River CA 95670		CONTACT NAME: Debby Waples PHONE (A/C No. Ext.): (916) 526-0130 FAX (A/C No.): E-MAIL ADDRESS: debby.waples@lpins.net	
INSURED Fletcher's Plumbing and Contracting, Inc. 219 Burns Drive Yuba City CA 95991		INSURER(S) AFFORDING COVERAGE INSURER A: Scottsdale Insurance Company, INSURER B: Samsung Fire & Marine Insurance INSURER C: Everest National Insurance Co INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: 14/15 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			BC90032176	7/31/2014	7/31/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GENTL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS			CPP006484200	7/31/2014	7/31/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB						EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	7600006397141	1/1/2014	1/1/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-PR E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: Yuba Gardens Gym; Certificate holder is named as additional insured as respects General Liability per attached. Thirty days notice of cancellation applies per policy provisions; 10 days for non-payment of premium.

CERTIFICATE HOLDER

Marysville Joint Unified
School District
Attn: Tina Lovell
1919 B Street
Marysville, CA 95901

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Debby Waples/JUDI

ACORD 25 (2010/05)

INS025 (201005) 01

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THIS ENDORSEMENT CHANGES THE POLICY - PLEASE READ IT CAREFULLY

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II - Who is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

In the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field notes, change orders or drawings and specifications; and
 - b. Supervisory, inspection, architectural or engineering activities.
2. "Bodily injury" or "property damage" occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER: BCS0032176

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHEN YOU AND SUCH PERSON OR ORGANIZATION HAVE AGREED IN WRITING IN A CONTRACT OR AGREEMENT, EXECUTED PRIOR TO THE "OCCURRENCE" TO WHICH THIS INSURANCE APPLIES, THAT SUCH PERSON OR ORGANIZATION BE ADDED AS AN ADDITIONAL INSURED ON YOUR POLICY	ALL LOCATIONS
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

Board of Trustees
Marysville Joint Unified School District
Marysville, California

Professional standards require that we communicate certain matters to keep you adequately informed about matters related to the financial statement audit that are, in our professional judgment, significant and relevant to your responsibilities in overseeing the financial reporting process. We communicate such matters in this report.

AUDITOR'S RESPONSIBILITY UNDER AUDITING STANDARDS GENERALLY ACCEPTED IN THE UNITED STATES OF AMERICA

Our responsibility is to form and express an opinion about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in conformity with accounting principles generally accepted in the United States of America. The audit of the financial statements does not relieve you of your responsibilities and does not relieve management of their responsibilities. Refer to our engagement letter with the District for further information on the responsibilities of management and of Crowe Horwath LLP.

AUDITOR'S RESPONSIBILITY UNDER GOVERNMENT AUDITING STANDARDS

As part of obtaining reasonable assurance about whether the District's financial statements are free of material misstatement, we performed tests of the District's compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts or disclosures. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion.

The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under Government Auditing Standards.

PLANNED SCOPE AND TIMING OF THE AUDIT

We are to communicate an overview of the planned scope and timing of the audit. Accordingly, the following matters will be discussed during our meeting with you.

- How we addressed the significant risks of material misstatement, whether due to fraud or error.
- Our approach to internal control relevant to the audit.
- The concept of materiality in planning and executing the audit, focusing on the factors considered rather than on specific thresholds or amounts.
- Where the entity has an internal audit function, the extent to which the auditor used the work of internal audit, and how the external and internal auditors best work together.

- Your views and knowledge about matters you consider warrant our attention during the audit, as well as your views on:
 - The allocation of responsibilities between you and management.
 - The entity's objectives and strategies, and the related business risks that may result in material misstatements.
 - Significant communications with regulators.
 - Other matters you believe are relevant to the audit of the financial statements.

SIGNIFICANT ACCOUNTING POLICIES AND MANAGEMENT JUDGMENTS AND ACCOUNTING ESTIMATES

Significant Accounting Policies: The Board of Trustees should be informed of the initial selection of and changes in significant accounting policies or their application. Also, the Board of Trustees should be aware of methods used to account for significant unusual transactions and the effect of significant accounting policies in controversial or emerging areas where there is a lack of authoritative consensus. We believe management has the primary responsibility to inform the Board of Trustees about such matters. To assist the Board of Trustees in its oversight role, we also provide the following.

Accounting Standard	Impact of Adoption
GASB No. 66, Technical Corrections – 2013, an amendment of GASB Statements No. 10 and No. 61. The objective of this Statement is to improve accounting and financial reporting for a governmental financial reporting entity by resolving conflicting guidance that resulted from the issuance of two pronouncements, Statements No. 64, Fund Balance Reporting and Governmental Fund Type Definitions, and No. 62, Codification of Accounting and Financial Reporting Guidance Contained in Pre- November 30, 1989 FASB and AICPA Pronouncements.	Adoption of this GASB did not have a material impact on the District's financial position or results of operations.
GASB No. 67- Financial Reporting for Pension Plans. This Statement replaces the requirements of Statement No. 25, Financial Reporting for Defined Benefit Pension Plans and Note Disclosures for Defined Contribution Plans and Statement No. 50 as they relate to pension plans that are administered through trusts or similar arrangements meeting certain criteria. The Statement builds upon the existing framework for financial reports of defined benefit pension plans, which includes a statement of fiduciary net position (the amount held in a trust for paying retirement benefits) and a statement of changes in fiduciary net position.	Adoption of this GASB did not have a material impact on the District's financial position or results of operations.
Significant Unusual Transactions.	No such matters noted.
Significant Accounting Policies in Controversial or Emerging Areas.	No such matters noted.

Management Judgments and Accounting Estimates: Further, accounting estimates are an integral part of the financial statements prepared by management and are based upon management's current judgments. These judgments are based upon knowledge and experience about past and current events and assumptions about future events. Certain estimates are particularly sensitive because of their significance and because of the possibility that future events affecting them may differ markedly from management's current judgments and may be subject to significant change in the near term.

The following describes the significant accounting estimates reflected in the District's year end financial statements, the process used by management in formulating these particularly sensitive accounting estimates and the primary basis for our conclusions regarding the reasonableness of those estimates.

Significant Accounting Estimate	Process Used by Management	Basis for Our Conclusions
Local Control Funding Formula	Management calculates a LCFF Target and LCFF Floor to determine their funding amount. The LCFF Target is calculated using a Base Grant Funding, Supplemental Grant Funding, Concentration Grant Funding, and Add-On Funding. The LCFF Floor is calculated using a Floor Entitlement, Current Year Gap Funding, Economic Recovery Target, and Additional LCFF State Aid to Meet the Minimum. The LCFF calculation also assumes a cost-of-living adjustment.	We tested the propriety of information underlying management's estimates.
Useful Lives of Fixed Assets	Management has determined the economic useful lives of fixed assets based on past history of similar types of assets, future plans as to their use, and other factors that impact their economic value to the District.	We tested the propriety of information underlying management's estimates.

AUDITOR'S JUDGMENTS ABOUT QUALITATIVE ASPECTS OF SIGNIFICANT ACCOUNTING PRACTICES

We are to discuss with you our comments about the following matters related to the District's accounting policies and financial statement disclosures. Accordingly, these matters will be discussed during our meeting with you.

- The appropriateness of the accounting policies to the particular circumstances of the entity, considering the need to balance the cost of providing information with the likely benefit to users of the entity's financial statements.
- The overall neutrality, consistency, and clarity of the disclosures in the financial statements.
- The effect of the timing of transactions in relation to the period in which they are recorded.
- The potential effect on the financial statements of significant risks and exposures, and uncertainties that are disclosed in the financial statements.
- The extent to which the financial statements are affected by unusual transactions including nonrecurring amounts recognized during the period, and the extent to which such transactions are separately disclosed in the financial statements.
- The issues involved, and related judgments made, in formulating particularly sensitive financial statement disclosures.

- The factors affecting asset and liability carrying values, including the entity's basis for determining useful lives assigned to tangible and intangible assets.
- The selective correction of misstatements, for example, correcting misstatements with the effect of increasing reported earnings, but not those that have the effect of decreasing reported earnings.

CORRECTED AND UNCORRECTED MISSTATEMENTS

Corrected Misstatements: We are to inform you of material corrected misstatements that were brought to the attention of management as a result of our audit procedures.

There were no such misstatements.

Uncorrected Misstatements: We are to inform you of uncorrected misstatements that were aggregated by us during the current engagement and pertaining to the latest and prior period(s) presented that were determined by management to be immaterial, both individually and in the aggregate, to the financial statements taken as a whole. For your consideration, we have distinguished misstatements between known misstatements and likely misstatements.

We identified an uncorrected misstatement in the amount of \$414,873 due to the overstatement of Accreted Interest on General Obligation Bonds and beginning net position.

OTHER COMMUNICATIONS

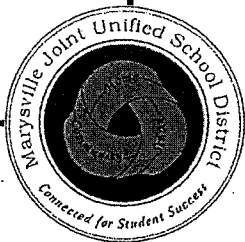
Communication Item	Results
Other Information In Documents Containing Audited Financial Statements Information may be prepared by management that accompanies the financial statements. To assist your consideration of this information, you should know that we are required by audit standards to read such information and consider whether such information, or the manner of its presentation, is materially inconsistent with information in the financial statements. If we consider the information materially inconsistent based on this reading, we are to seek a resolution of the matter.	We understand that management has not prepared such information to accompany the audited financial statements.
Significant Difficulties Encountered During the Audit We are to inform you of any significant difficulties encountered in dealing with management related to the performance of the audit.	There were no significant difficulties encountered in dealing with management related to the performance of the audit.
Disagreements With Management We are to discuss with you any disagreements with management, whether or not satisfactorily resolved, about matters that individually or in the aggregate could be significant to the District's financial statements or the auditor's report.	During our audit, there were no such disagreements with management.

Communication Item	Results
Consultations With Other Accountants If management consulted with other accountants about auditing and accounting matters, we are to inform you of such consultation, if we are aware of it, and provide our views on the significant matters that were the subject of such consultation.	We are not aware of any instances where management consulted with other accountants about auditing or accounting matters since no other accountants contacted us, which they are required to do by Statement on Auditing Standards No. 50, before they provide written or oral advice.
Representations The Auditor Is Requesting From Management We are to provide you with a copy of management's requested written representations to us.	We direct your attention to a copy of the letter of management's representation to us provided separately.
Significant Issues Discussed, or Subject to Correspondence, With Management We are to communicate to you any significant issues that were discussed or were the subject of correspondence with management.	There were no such significant issues discussed, or subject to correspondence, with management.
Significant Related Party Findings and Issues We are to communicate to you significant findings and issues arising during the audit in connection with the District's related parties.	There were no such findings or issues that are, in our judgment, significant and relevant to you regarding your oversight of the financial reporting process.
Other Findings or Issues We Find Relevant or Significant We are to communicate to you other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to you regarding your oversight of the financial reporting process.	There were no such other findings or issues that are, in our judgment, significant and relevant to you regarding your oversight of the financial reporting process.

We are pleased to serve your District as its independent auditors and look forward to our continued relationship. We provide the above information to assist you in performing your oversight responsibilities, and would be pleased to discuss this letter or any matters further, should you desire. This letter is intended solely for the information and use of the Board of Trustees and, if appropriate, management, and is not intended to be and should not be used by anyone other than these specified parties.


 Crowe Horwath LLP

Sacramento, California
 December 9, 2014



Marysville Joint Unified School District

1919 B Street • Marysville, CA 95901

(530) 749-6114 • Fax (530) 742-0573

Board of Trustees

Jeff D. Boom
Frank J. Crawford
Anthony J. Dannible
Jim C. Flurry
Glen E. Harris
Philip R. Miller
Bernard P. Rechts

District Administration

Gay Todd
Superintendent

Ramiro Carreón
*Asst. Superintendent-
Personnel Services*

Ryan DiGiulio
*Asst. Superintendent-
Business Services*

December 9, 2014

Crowe Horwath LLP
400 Capital Mall, Suite 1400
Sacramento, California 95814

Ladies and Gentlemen:

We are providing this letter in connection with your audit of the financial statements of Marysville Joint Unified School District as of June 30, 2014 and for the year then ended for the purpose of expressing an opinion as to whether the financial statements present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the Marysville Joint Unified School District and the respective changes in financial position, in conformity with accounting principles generally accepted in the United States of America.

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement.

Except where otherwise stated below, immaterial matters less than \$350,000 for the governmental activities, \$100,000 for the General Fund, \$5,000 for the Debt Service fund and \$40,000 for the aggregate remaining fund information collectively are not considered to be exceptions that require disclosure for the purpose of the following representations. This amount is not necessarily indicative of amounts that would require adjustment to or disclosure in the financial statements.

We confirm, to the best of our knowledge and belief, as of the date of this letter, the following representations made to you during your audit:

1. We have fulfilled our responsibilities, as set out in the terms of the audit engagement dated March 13, 2013 for the preparation and fair presentation of the previously mentioned financial statements in conformity with accounting principles generally accepted in the United States, and we believe the financial statements are fairly presented and include all properly classified funds and other financial information of the primary government required by accounting principles generally accepted in the United States to be included in the financial reporting entity.
2. We are responsible for designing, implementing and maintaining internal control relevant to the preparation and fair presentation of the financial statements that are free from material

misstatement, whether due to error or fraud. We acknowledge our responsibility for the design, implementation and maintenance of internal control to prevent and detect fraud.

3. We are responsible for compliance with the laws, regulations, and provisions of contracts and grant agreements applicable to us, including tax or debt limits and debt contracts, and we have identified and disclosed to you all laws, regulations and provisions of contracts and grant agreements that we believe have a direct and material effect on the determination of financial statement amounts, including legal and contractual provisions for reporting specific activities in separate funds.
4. We have made provided you --
 - a. Access to all financial records, documentation and other information that is relevant to the preparation and fair presentation of the financial statements.
 - b. Additional information that you have requested from us for the purpose of the audit.
 - c. Unrestricted access to persons within the entity from whom you determined it necessary to obtain audit evidence.
 - d. All minutes of governing board or summaries of actions of recent meetings for which minutes have not yet been prepared.
 - e. Audit or relevant monitoring reports, if any, received from funding sources.
 - f. Results of the assessment of risk that the financial statements may be materially misstated as a result of fraud.
5. There have been no communications from regulatory agencies concerning noncompliance with, or deficiencies in, financial reporting practices.
6. There are no transactions that have not been properly recorded in the accounting records underlying the financial statements or the schedule of expenditure of federal awards.
7. We have no plans or intentions that might materially affect the carrying value or classification of assets, deferred outflows, liabilities, and deferred inflows.
8. We have identified all accounting estimates that materially affect recorded amounts and disclosures in the financial statements, and the key factors and significant assumptions underlying those estimates. We believe the estimates are reasonable in the circumstances.

These estimates include: Local Control Funding Formula recorded revenue and association receivable.

- b. Useful life of capital assets.
9. Adequate consideration and provision has been made, when necessary, for any material losses likely to be sustained from:
 - a. Sales commitments.
 - b. Sale of inventory, including excess or obsolete inventories on hand.
 - c. Purchase commitments for inventory quantities in excess of normal requirements or at a price in excess of market.
 - d. Impairment of long-lived assets when the carrying amount may not be recoverable.
 - e. Collection of receivables.
 - f. Environmental remediation liabilities.

10. Except as disclosed in the financial statements, or directly to you, there are or have been no material:
 - a. Arrangements, either written or oral, with financial institutions involving compensating balances or other arrangements involving restrictions on cash balances and line-of-credit or similar arrangements.
 - b. Oral or written guarantees under which the entity is contingently liable.
 - c. Other financial instruments with significant "off-balance-sheet" risk of accounting loss to which the entity is a party.
 - d. Concentrations that make the entity vulnerable to the risk of a severe impact within one year from the balance sheet date (including, for example, individual or group concentrations of customers, suppliers, lenders, products, services, sources of labor or materials, licenses or other rights, operating areas or markets).
 - e. Significant accounting estimates that are susceptible to changing materially as a result of an event or change in conditions that is reasonably possible of occurrence within one year from the balance sheet date.
 - f. Liens, encumbrances or other title impairments, such as pledges as collateral, on entity assets at the balance sheet date.
 - g. Restrictions under borrowing agreements.
 - h. Unrecorded transactions.
 - i. Significant events that have occurred subsequent to the balance sheet date through the date of this letter that would require adjustment to, or disclosure in, the financial statements.
 - j. Declines in market value of investments that are not temporary.
11. We have disclosed to you all known actual or possible litigation, claims and assessments whose effects should be considered by management when preparing the financial statements. These matters have been accounted for and disclosed in conformity with accounting principles generally accepted in the United States and GASB 62.
12. Related parties and all related party relationships and transactions, and related amounts receivable or payable, including sales, purchases, loans, transfers, leasing arrangements and guarantees, have been disclosed to you, and have been appropriately accounted for and disclosed in the financial statements in accordance with the requirements of accounting principles generally accepted in the United States.
13. Except as disclosed to you, we have no knowledge of any fraud or suspected fraud affecting the entity involving:
 - a. Management, whether material or not.
 - b. Employees who have significant roles in internal control, whether material or not.
 - c. Others when the fraud could have a material effect on the financial statements.
14. Except as disclosed to you, we have no knowledge of any allegations of fraud or suspected fraud affecting the entity's financial statements received in communications from employees, former employees, analysts, regulators, or others.
15. Except as disclosed to you, there have been no:
 - a. Instances of non-compliance or suspected non-compliance with budget ordinances, laws or regulations (including those pertaining to adopting, approving, and amending budgets), provisions of contracts and grant agreements, tax or debt limits, and any

related debt covenants whose effects should be considered when preparing the financial statements.

- b. Other material liabilities or gain or loss contingencies that are required to be accrued or disclosed by GASB 62.
 - c. Communications from regulatory agencies concerning noncompliance with, or deficiencies in, financial reporting practices that could have a material effect on the financial statements.
 - d. Reservations or designations of fund equity that were not properly authorized and approved.
16. We have complied with all aspects of contractual agreements that would have a material effect on the financial statements in the event of noncompliance.
17. We are responsible for the presentation of the supplementary information in accordance with the applicable criteria and believe the supplementary information, including its form and content, is fairly presented in accordance with these criteria. The methods of measurement and presentation have not changed from those used in the prior period. All significant assumptions or interpretations underlying the measurement and presentation of the supplementary information have been identified and disclosed to you. If the supplementary information is not presented with the audited financial statements, we will make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance of the supplementary information and the auditor's report thereon.
18. We are responsible for the required supplementary information, including that such information is measured and presented in accordance with prescribed guidelines. The methods of measurement or presentation have not changed from those used in the prior period. All significant assumptions or interpretations underlying the measurement or presentation of the required supplementary information have been disclosed to you.
19. We understand that during the course of your audit, you have relied on work performed by the following specialists. We confirm that we have no relationships with those specialists that may bear on their objectivity, such as the ability through employment, ownership, contractual right, family relationship or otherwise to directly or indirectly control or significantly influence the specialist.
- Total Compensation Systems
20. We agree with the findings of specialists in evaluating the valuation and have adequately considered the qualifications of the specialist in determining the amounts and disclosures used in the financial statements and underlying accounting records. We did not give or cause any instructions to be given to specialists with respect to the values or amounts derived in an attempt to bias their work, and we are not otherwise aware of matters that have had an effect on the independence or objectivity of the specialists.
21. During the course of your audit, we have provided to you physical or electronic copies of various original documents. We understand that you are relying on such copies as audit evidence in your audit and represent that copies provided are an accurate and completed representation of the original documentation and that the copies have not been modified from their original version.
22. The financial statements include all component units that meet the criteria of financial accountability or which are otherwise considered misleading to exclude, the classification of these component units as discretely presented or blended is appropriate, and the relationships and criteria for inclusion are properly disclosed.
23. The financial statements include all joint ventures with an equity interests and properly disclose these joint ventures and other related organizations.

24. The financial statements properly classify all funds and activities.
25. All funds that meet the quantitative criteria in GASB Statements Nos. 34 and 37 for presentation as major are identified and presented as such and all other funds that are presented as major are particularly important to the financial statement users.
26. Net position components (net investment in capital assets, restricted, and unrestricted) are properly classified and fund balance types (including minimum fund balance policies and/or stabilization agreements, if applicable) are properly presented and disclosed pursuant to GASB Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*.
27. Expenses have been properly classified in or allocated to functions and programs in the statement of activities, and allocations have been made on a reasonable basis.
28. Revenues are properly classified in the statement of activities within program revenues, general revenues, contributions to term or permanent endowments, or contributions to permanent fund principal.
29. Interfund, internal, and intra-entity activity and balances have been properly classified and reported.
30. Special and extraordinary items are properly classified and reported.
31. Deposits and investment securities are properly classified in category of custodial credit risk.
32. Capital assets, including infrastructure assets, are properly capitalized, reported, and if applicable, depreciated.
33. All suggested adjusting journal entries, as discussed and approved, will be recorded in the accounting records.
34. We believe that the effect of the uncorrected financial statement misstatement related to accreted interest is immaterial to the financial statements taken as a whole. The uncorrected misstatement in the amount of \$414,873 due to the overstatement of Accreted Interest on General Obligation Bonds and beginning net position.
35. With respect to the audit in accordance with *Government Auditing Standards*:
 - a. We are responsible for compliance with the laws, regulations, and provisions of contracts and grant agreements applicable to the Entity.
 - b. We have identified and disclosed to you all instances that have occurred or are likely to have occurred, of noncompliance with provisions of laws and regulations that have a material effect on the determination of financial statement amounts, and that warrant the attention of those charged with governance.
 - c. We have identified and disclosed to you all instances that have occurred or are likely to have occurred, of noncompliance with provisions of contracts and grant agreements that have a material effect on the determination of financial statement amounts.
 - d. We have identified and disclosed to you all instances that have occurred or are likely to have occurred of abuse that could be quantitatively or qualitatively material to the financial statements.
 - e. We have a process to track the status of audit findings and recommendations.
 - f. If applicable, we have identified for you any previous audits, attestation engagements, and other studies related to the audit objectives and whether related recommendations have been implemented.
 - g. We have provided views on the reported findings, conclusions, and recommendations, as well as management's planned corrective actions, for the report.

h. We acknowledge our responsibilities related to the non-audit services such as, assistance with preparing financial statements and assistance with the Schedule of Expenditure of Federal Awards were performed by you as follows:


- we assume all management responsibilities for these services;
- we oversaw these services by designating an individual within senior management who possessed suitable skill, knowledge, or experience;
- we have evaluated the adequacy and results of the services performed;

j. ~~We accept responsibility for the results of these services.~~

36. With respect to the requirements of the Office of Management and Budget Circular A-133 related to federal awards:

- a. We are responsible for complying, and have complied, with the requirements of Circular A-133.
- b. We are responsible for the presentation of the Schedule of Expenditures of Federal Awards (SEFA) in accordance with OMB Circular A-133 and believe the SEFA, including its form and content, is fairly presented in accordance with these criteria. The methods of measurement and presentation have not changed from those used in the prior period. All significant assumptions or interpretations underlying the measurement and presentation of the SEFA have been identified and disclosed to you. If the SEFA is not presented with the audited financial statements, we will make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance of the supplementary information and the auditor's report thereon.
- c. We are responsible for understanding complying with the requirements of laws, regulations, and the provisions of contracts and grant agreements related to each of its federal programs.
- d. We are responsible for establishing and maintaining effective internal control over compliance for federal programs that provides reasonable assurance that the organization is managing federal awards in compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a material effect on its federal programs.
- e. We have identified and disclosed to you the requirements of laws, regulations and the provisions of contracts and grant agreements that are considered to have a direct and material effect on each major program.
- f. We have made available all contracts and grant agreements (including amendments, if any) and any other correspondences that have taken place with federal agencies or pass-through entities and are related to federal programs.
- g. We have complied, in all material respects, with the direct and material compliance requirements of federal award programs, except as disclosed to you.
- h. We have identified and disclosed to you all amounts questioned and any known noncompliance with the direct and material requirements of federal awards.
- i. We have made available to you all documentation related to the compliance with the direct and material compliance requirements, including information related to federal program financial reports and claims for advances and reimbursements.
- j. If applicable, we have provided our interpretations of any compliance requirements that are subject to varying interpretations.
- k. If applicable, we have disclosed communications from grantors and pass-through entities concerning possible noncompliance with the direct and material compliance requirements, including communications received from the end of the period covered by the compliance audit to the date of the auditor's report.
- l. If applicable, we have disclosed the findings received and the related corrective actions taken for previous audits, attestation engagements, and internal or external monitoring that directly relate to the objectives of the compliance audit, including the findings received and corrective actions taken from the end of the period covered by the compliance audit to the date of the auditor's report.

- m. If applicable, we have disclosed the nature of any subsequent events that provide additional evidence with respect to conditions that existed at the end of the reporting period that affect noncompliance during the reporting period.
 - n. We have disclosed any known noncompliance occurring subsequent to the period for which compliance is audited.
 - o. We have disclosed whether any changes in internal control over compliance or other factors that might significantly affect internal control, including any corrective action taken by management with regard to deficiencies, significant deficiencies, and material weaknesses have occurred subsequent to the date as of which compliance is audited.
 - p. We have complied with reporting requirements in connection with federal awards, and information presented in federal financial reports and claims for advances and reimbursements is supported by the accounting records from which the financial statements prepared.
 - q. The copies of federal program financial reports provided to you are true copies of the reports submitted, or electronically transmitted, to the federal agency or pass-through entity, as applicable.
 - r. We are responsible for and have accurately prepared the summary schedule of prior audit findings to include all findings required to be included by Circular A-133.
 - s. We have accurately completed the appropriate sections of the data collection form, or have reviewed those sections as prepared by you.
 - t. If applicable, we have disclosed all contracts or other agreements with the service organizations.
 - u. If applicable, we have disclosed to you all communications from the service organization relating to noncompliance at the service organization.
 - v. Costs charged to federal awards are in accordance with applicable cost principles.
37. We understand that you have assisted us with the preparation of our financial statements and footnotes and we have reviewed and approved the financial statements and footnotes and take full responsibility for them.



Gay Todd

Superintendent



Ryan DiGiulio

Assistant Superintendent of Business Services

Marysville Joint Unified School District
As of and for the Year Ended June 30, 2014

We believe that the effects of the uncorrected misstatements aggregated by you and summarized below are immaterial, both individually and in the aggregate to the consolidated financial statements taken as a whole. For purposes of this representation, we consider items to be material, regardless of their size, if they involve the misstatement or omission of accounting information that, in light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement.

Description	Effect - Increase / (Decrease)				
	Assets	Liabilities	Equity	Revenue	Expense
<u>Current Year Differences</u>					
To record accreted interest related to Long Term Debt	-	\$414,873	\$(414,873)	-	\$(414,873)
				<u>\$ -</u>	<u>\$(414,873)</u>
Balance Sheet Effect (Pretax)	<u>\$ -</u>	<u>\$(414,873)</u>	<u>\$414,873</u>		



Services Agreement

Marysville Joint Unified School District

**SERVICES AGREEMENT
BETWEEN**

Marysville Joint Unified School District

1919 B Street
Marysville, CA 95901
530-741-6000
AND

DecisionInsite, LLC

101 Pacifica
Suite 380
Irvine, CA 92618
877.204.1392

This Agreement is made by and between Marysville Joint Unified School District(hereinafter DISTRICT) and DECISIONINSITE, LLC (hereinafter DECISIONINSITE) with reference to the following:

WHEREAS, DISTRICT requires professional services in community demographic analysis and enrollment projections using data spatialization technology for use in budget planning, facilities planning, program planning, staff planning, strategic planning and school configuration planning, and

WHEREAS, DecisionInsite has the expertise necessary to properly perform such services, and

WHEREAS, the parties desire to enter into a contract for the provision of such services;

IN CONSIDERATION of the foregoing, it is agreed between the parties hereto, as follows:

SECTION 1 – FEES AND SERVICES OF DecisionInsite

1.1 DECISIONINSITE shall perform the services and provide the information products as specified in this agreement and outlined in Schedule A, which is attached to and made a material part of this agreement. Deliverables to DISTRICT include but are not limited to the provision of 1) certain services and 2) certain access rights to review and manipulate information via DECISIONINSITE's secure web application called the StudentView System. Specific deliverables are listed on Schedule A.

1.2 This contract is for DECISIONINSITE's combined StudentView System access license and its Premier Enrollment Projection package.

167

1.3 The DECISIONINSITE fee schedule is based upon the 1) DISTRICT'S most recent reported enrollment, 2) the Enrollment Projection Package option outlined in the Proposal for Services and 3) DISTRICT'S intent to have or not have DECISIONINSITE complete residential development research. The following table summarizes the assumptions and terms of this Agreement.

Service Agreement Assumptions		
First Year of Agreement	2015	
Final Year of Agreement	2017	
Agreement Term	3 year	
Product Type	Premier	
Residential Development Impact Research	Requested	

Fee Calculations:	Base Annual Fee	Over Life of Contract
Base Annual Fee	\$9,654	\$28,962
Residential Development Research (Not to Exceed per year)	\$0	\$0
Client provided Residential Development integration fee	\$483	\$1,448
Total Annual Not to Exceed	\$10,137	\$30,410

Other Services (Billed as needed and only where applicable)		
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1.4 If Residential Development Research is included, DECISIONINSITE begins the research projects each year in late spring and completes all research by September so that the data is available for the fall projection season. Residential Development Research is billed at the rate outlined on Schedule B. DECISIONINSITE only initiates this research when requested by the DISTRICT and each year will seek authorization before commencing. DECISIONINSITE makes every effort to contain residential research within the "not-to-exceed" allocation. If DECISIONINSITE believes it can not complete the task within the allocation, it will consult with the DISTRICT. Under no circumstances will DECISIONINSITE exceed that allocation without prior authorization from the DISTRICT. If the District does not want DECISIONINSITE to conduct the research because the District has the data, a modest fee will be added to cover the integration of those data.

1.5 Custom GIS Technical Services can be provided at client request and according to the following terms. These are one time projects which, once done, persist as long as the DISTRICT is a client. Except where stipulated below, all custom GIS work is billed at the hourly rate for Technical GIS services outlined in the proposal and on Schedule B.

- 1. Attendance Area Changes:** As part of a standard agreement, a district can modify attendance areas once each year and this service is included in the base fee. If the DISTRICT should require additional changes outside the normal cycle of client updating, it would be considered custom GIS work and the district would be invoiced separately. See detail on **Schedule B**.
- 2. Custom Map Layers:** DISTRICT may request special map layers be digitized and available. These are also custom GIS projects and are invoiced separately. See detail on **Schedule B**.
- 3. Custom Point Plotting:** DISTRICT may request that special features be geocoded so that they can be point-plotted for mapping and analysis. Such projects are invoiced separately. See detail on **Schedule B**.

4. Additional Student Attribute Plotting, Reporting and Analysis: DISTRICT may request that additional attributes can be appended to student data files. This is a custom project. Such projects are invoiced separately. See detail on Schedule B.

SECTION 2 – PERIOD OF PERFORMANCE

2.1 This is a 3 year agreement, commencing on January 27, 2015 and shall terminate unless renewed by both parties 36 months from the date the Agreement commences upon completion of all service obligations.

2.2 This agreement calls for the generation of three sets of enrollment forecasts. Enrollment forecasts will be generated as follows: First set, as soon as possible, following board approval and receipt of DISTRICT data; Second set, Fall of 2015, Third set, Fall of 2017. (No projections Fall of 2016)

SECTION 3 – OBLIGATIONS OF DISTRICT

3.1 DISTRICT agrees that its employees will cooperate with DECISIONINSITE in the performance of services under this Agreement and will make every reasonable attempt to be available for consultation with DECISIONINSITE.

3.2 DISTRICT shall provide to DECISIONINSITE, at no cost to DECISIONINSITE, for use in providing the services outlined in this Agreement, any data which DISTRICT may have available which are required or requested for providing the services of this Agreement. DISTRICT must download three PDF documents from the DECISIONINSITE public website which outline data requirements that DISTRICT must deliver to DECISIONINSITE. These include the "New Client Data Request Cover Letter", "Appendix A: Instructions for School File, etc". and "Appendix B: Instructions for Student File." <http://DECISIONINSITE.com/Area-Dsystem/Dsystem-DataRequests.shtml>

3.3 If DISTRICT chooses to provide residential development research to DECISIONINSITE instead of engaging DECISIONINSITE to conduct the research, then the DISTRICT agrees to provide these data to DECISIONINSITE in the array and format stipulated in the Data Request Instructions and Documents found on the DECISIONINSITE website. Failure to provide the data either in the detail or format specified may result in an additional fee to convert the data and/or to conduct the additional research. <http://DECISIONINSITE.com/Area-Dsystem/Dsystem-DataRequests.shtml>

3.4 DISTRICT shall make every reasonable effort to aid DECISIONINSITE in obtaining data from other public offices or agencies, local business firms, and private citizens whenever such data is necessary for the compilation of the work outlined in this Agreement. (For example, contacts with appropriate housing developers.) Fees for obtaining such data will be reimbursable to DECISIONINSITE and will be paid by the DISTRICT.

3.5 DISTRICT agrees to appoint a single staff person to fulfill the role of Administrative User (admin user). This person will be responsible to administer access rights to DECISIONINSITE secure server where the DISTRICT'S data will be available. Included in this responsibility is setting up those persons within the DISTRICT that will be granted access rights.

3.6 This AGREEMENT as outlined on Schedule A includes web based access to the secure DECISIONINSITE StudentView System. DISTRICT agrees to abide by the policies for access as outlined in Schedule D.

SECTION 4 – LIMITATIONS

4.1 DECISIONINSITE understands that time is of the essence in completing the work outlined in this AGREEMENT. However, the DISTRICT understands that DECISIONINSITE may be dependent upon the timely delivery of data from third parties and that all tasks may not be completed in the allotted time as may be specified in this AGREEMENT or in the spirit of timely delivery. None-the-less, DECISIONINSITE will make all reasonable efforts to complete all tasks in a timely fashion.

4.2 DISTRICT understands the work performed by DECISIONINSITE is based upon the best information available to DECISIONINSITE at the time of rendering services. DISTRICT also understands that DECISIONINSITE takes great care in identifying and obtaining the most widely recognized and respected data sources for use in serving the DISTRICT but can none-the-less make no warranties for the ultimate accuracy of these information products and the DISTRICT hereby agrees.

SECTION 5 – GENERAL PROVISIONS

5.1 DISTRICT understands that the StudentView System is built upon Google base maps and access to these base maps by the DISTRICT must conform to Google Map requirements. Further some aerial images and census demographic databases that are updated and projected are licensed by DECISIONINSITE from third party vendors and remain the sole intellectual property of these vendors.

5.2 DISTRICT understands that this AGREEMENT extends access rights to the DISTRICT for use only by the DISTRICT and/or anyone assisting the DISTRICT in its normal activities. DISTRICT may not sell, lease or assign the demographic databases, aerial images or the mapping data to any third party except as such would employ the data in the service of the DISTRICT. (For example, an outside planning consultant may use and review the data in fulfilling a planning consultation on behalf of the DISTRICT. But the same consultant may not use, quote, or otherwise refer to the data for any other purpose.)

5.3 DISTRICT agrees to make appropriate attributions to the data source(s) in any written, graphically displayed or orally delivered presentations that include any piece of data, the presentation of the data or the methodologies by which the data is generated that are provided by DECISIONINSITE.

SECTION 6 – TERMINATION

6.1 It is understood and agreed that the DISTRICT may terminate this AGREEMENT for the DISTRICT'S convenience and without cause at any time by giving DECISIONINSITE thirty (30) days written notice of such termination. If the DISTRICT chooses to terminate the agreement prior to Dec. 31, 2016, the DISTRICT agrees to pay for services rendered by DECISIONINSITE from the time of contract execution to June 1, 2015. This fee would amount to \$4,827. If the contract is canceled after Dec. 31, 2016 no additional fees would be due. Promptly upon receipt of written notice from the DISTRICT that this AGREEMENT is terminated, DECISIONINSITE will submit an invoice to the DISTRICT for any outstanding fees including any early termination adjustment per the schedule described in 6.2 and any reimbursable expenses, if actually incurred and in accordance with the approved AGREEMENT, and not reimbursed prior to the date of termination. Upon approval and payment of this invoice by the DISTRICT, the DISTRICT shall be under no further obligation to DECISIONINSITE monetarily or otherwise.

170

6.2 Early Termination Adjustment: Multi-year agreements are based upon discounts to the single year fee for system and services. Should the district opt for one of the multi-year agreements and then choose to terminate the AGREEMENT per 6.1 above an adjustment will be applied to the final year of service based upon the number of years of the contract that have been completed. The adjustment schedule is provided below.

3 Year Cancellation Schedule	
Years Complete	Adjustment Fee
1	\$4,820
2	\$2,410
3	\$0

SECTION 7 – COMPENSATION

7.1 DECISIONINSITE services and website access rights are based upon the mix of products and services chosen by the DISTRICT. (See Schedule A.)

7.2 Compensation to DECISIONINSITE is determined by the service and product features selected by the DISTRICT and is reflected on Schedule A. For each fiscal year DECISIONINSITE will issue invoices in two stages in accordance with the following:

1. 50% to be invoiced in June each year the agreement is in place.
2. 50% Invoiced in December of each year the agreement is in place.

7.3 Annual fees and payment schedule is as follows. Client will receive an invoice 30 days prior to the due date to insure proper and timely payment.

Schedule of Payments	Total per Year	First Payment	Second Payment
Year 1	\$9,654	\$4,827	\$4,827
Year 2	\$9,654	\$4,827	\$4,827
Year 3	\$9,654	\$4,827	\$4,827

7.4 Residential development research, if requested by the district is invoiced separately from the annual license agreement. Residential development research is invoiced only for time and materials per the fee schedule set forth in Schedule B. Invoicing is not done until the research project is complete and this will typically begin in May and be completed no later than October of each year. As stated earlier, DECISIONINSITE will not invoice beyond the “not to exceed” stated in the Service Agreement Assumptions of Section 1.3. If a research project looks to be larger than either the District or DECISIONINSITE anticipated, DECISIONINSITE will contact the district. It will not proceed further without prior authorization from the district.

171

7.5 The specific elements available to the DISTRICT are outlined on Schedule A of this AGREEMENT and reflect those features proposed to the DISTRICT in the PROPOSAL FOR SERVICES document submitted to the DISTRICT. The DISTRICT understands that if additional requests for analysis, GIS services or consultation are made beyond that outlined in this Schedule that additional fees shall be charged based upon the rates outlined on Schedule B. Such additional requests would call for a contract addendum from DECISIONINSITE stipulating the specific additions and related fees and to which the DISTRICT would have the right to accept by signing or reject.

SECTION 8 – INDEMNIFICATION

8.1 DECISIONINSITE shall indemnify and hold DISTRICT, its Board members, agents and employees harmless, and will defend DISTRICT, its Board members, agents and employees from any and all liability arising from or related to the performance of this Agreement, including third part legal actions caused by the acts of DECISIONINSITE.

SECTION 9 – OWNERSHIP AND ACCESS TO THE WORK PRODUCT

9.1 DISTRICT understands the delivered products—whether as printed reports and/or digital PDF files or the online web accessible StudentView System—are the result of extensive data integration and computer modeling. The DISTRICT supplies DECISIONINSITE with student and school based data. DECISIONINSITE provides licensed demographic and geographic mapping data. These are all processed through the proprietary StudentView System that includes "location analytic" models and a GIS analytical mapping interface. They are transformed into the deliverable products for use by the DISTRICT. This results in a significant integration of disparate data sources some of which is only licensed to DECISIONINSITE for use with its clients.

9.2 The DISTRICT maintains ownership of all data supplied to DECISIONINSITE as part of the project. The DISTRICT also maintains full access rights to all paper or PDF expressions of reports, maps and other prepared materials in perpetuity as long as abiding by the limitations outlined in 5.1 and 5.2 above.

9.3 The DISTRICT shall have access rights to the web based expression of said reports, maps and other analytical and presentation materials through the StudentView System as long as the contract with DECISIONINSITE is in effect. Upon contract termination, access to the StudentView System will no longer be available. Subsequent access to the StudentView System may be provided by a successor contract if the DISTRICT deems it desirable.

SECTION 10 – CONFIDENTIALITY

10.1 DECISIONINSITE shall not, during or at any time following termination of this Agreement with DISTRICT, disclose or divulge the work product of this Agreement to third parties except when directed to do so by the DISTRICT in response to a valid request pursuant to the California Public Records Act or court order.

172

10.2 DISTRICT does agree to allow DECISIONINSITE to use some elements of the final product for the purposes of demonstration. At no time shall DECISIONINSITE divulge any data about particular students or families to which it has access during the production either of the product or subsequent to the final creation of the deliverable product. DECISIONINSITE fully understands its obligation to protect the privacy of student level data and any confidential DISTRICT data or its board and staff in its possession at all times.

10.3 DECISIONINSITE shall take every reasonable precaution to protect all student or school data supplied on its computers and information systems.

SECTION 11 – ASSIGNMENT PROHIBITED

11.1 No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempt to assign such rights or obligations shall be null and void.

SECTION 12 – AUDIT

12.1 Pursuant to, and in accordance with, the provisions of California Government Code section 8546.7, or any amendments thereto, all books, records and files of DECISIONINSITE, or any subcontractor connected with the performance of this Agreement involved in the expenditure of public funds in excess of Ten Thousand Dollars (\$10,000), including, but not limited to the administration thereof, shall be subject to the examination and audit of the State Auditor, at the request of DISTRICT or as part of any audit of DISTRICT, for a period of three (3) years after final payment is made under the Agreement. DECISIONINSITE shall preserve and cause to be preserved such books, records, and files for the audit period.

SECTION 13 – ENTIRE AGREEMENT

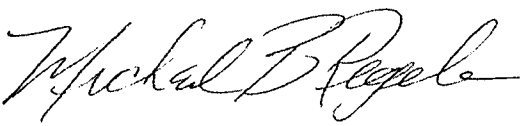
13.1 This AGREEMENT contains the entire AGREEMENT of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements, either oral or written. This AGREEMENT may only be modified in writing and signed by both parties.

13.2 The parties hereto have caused this AGREEMENT to be duly executed by their duly authorized representatives.

Marysville Joint Unified School District

DecisionInsite, LLC

Mr. Ryan DiGiulio
Assistant Superintendent of Business Services
Date _____


Michael B. Regele
President, DECISIONINSITE, LLC
January 27, 2015
Tax ID # 74-3123949

SCHEDULE A: PRODUCT FEATURE LISTS

Premier

Premier is DecisionInsite's flagship package. The Premier package annually integrates the professional development of student enrollment projections with full access to all of the location analytic features of the DI StudentView System. The Premier package is highlighted by these distinctive features.

StudentView Features (Partial List)

Complementary System Training and Support

Location Plot Data and Tools

StudentTraits

Student Files uploadable...

October Enrollment Data Upload

Anytime Student Upload

Student Mailing List Generation

Custom Student Attributes

SchoolTraits

PointTraits

PassengerTraits

Location Analytics Tools

Spatial Query Tools

Report Generator

Measurement Tools

Walking Distance Polygons

Quik Presentation Graphs and Tables

MapMaker Tools

Alternative Google Base Maps

District and School Attendance Boundary Maps

Mapping of SchoolTrait Data

CommunityTraits Theme Maps

Custom Boundary Layers

Map Marking Tools

MySchoolLocator plus Bus Stops Option

Easy Export and Presentations

Single Click to export tables to Excel

Copy and paste tables and graphs into PowerPoint, Excel or

Word for easy presentations

Maps generated to fit PowerPoint

Premier Features (Partial List)

* Two District-wide and School-by-grade Projections annually; one conservative and the other moderate.

* Intra-district (Open Enrollment/School of Choice) and Inter-district enrollment patterns.

* Projections by attendance area

* A Final Executive Report of Findings designed for use with Administrative Staff and Boards.

* Full access to all of the EnrollmentAnalytics functions in the StudentView System

* Full access to the StudentView System's boundary change analysis tools which allow the development

* Full access to all of the unique DecisionInsite efficiency calculators. (See appendix for descriptions

* Full access to all of the community demographic variables that are integrated into the system along with all of the predefined, colorful

* MySchoolLocator plus option of Bus Stops

* School2Community Marketing and Communication Tools

Residential Development Research

This agreement includes the option of Residential Development Research to be conducted by DecisionInsite. The research results will be integrated into the enrollment forecasts and available upon request. Inclusion includes location mapping of expected projects, and full reporting on all proposed residential development projects phased over time.

SCHEDULE B: ADDITIONAL SERVICES AND RATES

Some districts require additional services, such as

- development impact analysis,
- custom GIS technical work or
- facilities planning consulting and support

These items are in addition to the basic contract and are billed according to the type of work and the fee schedules outlined below.

Consulting

In addition to providing the standard Enrollment Projections and the web-based StudentView System, DecisionInsite also offers additional consulting services. Consulting can include:

- Residential Development Research,
- Attendance Boundary Configuration Consulting
- Student Generation Rate Studies

1. Residential Housing Development Research: For districts impacted by housing development, we offer additional research services. Many districts have internal staff that collect and monitor this information. But for those that do not, we offer this as an enhancement to the core service. Having an accurate picture of housing development is critical to good enrollment projections.

2. Boundary Configuration Consulting: While generating multiple attendance boundary reconfigurations is easy with the DI System, some districts prefer to contract for outside consulting services to assist in the generation of multiple scenarios and/or participate in or lead community reconfiguration committee processes. DecisionInsite's professional and experienced team is well qualified to provide these additional services. Fees are assessed on an hourly basis and not-to-exceed amount is set in consultation with the client.

3. Student Generation Rate Studies: Student generation rates will determine how many students are expected out of new housing. Some districts have these already (by housing product type and grade level). For those that do not, we can either use our standard default rates or as an enhancement, DecisionInsite can generate custom student generation rates based upon product type that is anticipated and the current generation of students by similar product type.

4. School Capacity Studies: A School Capacity Study by DecisionInsite generates multiple scenarios that consider alternative impacts of changes in underlying variables such as special use classrooms, class size by grade level, half-day or extended day Kindergarten, number of relocatable classrooms, projected enrollment, spaces for teacher prep time, etc.

175

Consulting Fee Rates

Consulting is billed according to DecisionInsite consulting rates as outlined below. In all cases, DecisionInsite provides the district with “a not to exceed” amount. Some contracts have development impact written in from the beginning. For others, these services may be appended to the original contract. But all billing is based upon the rates in the following table.

Consultant Billable Rates	Per Hour	
	Presentation	Analysis/Preparation
Senior Consultant	\$250.00	\$150.00
Consultant	\$175.00	\$87.50
GIS Technical Services		\$85.00

Expenses

Expenses are invoiced for actual travel, lodging and materials. For locations beyond one hour a travel time charge is included.

Custom GIS Services

DecisionInsite can easily add and integrate several custom data and analysis tools to a district’s base system. These include:

- Existing Map Layers Changes
- Custom Map Layers
- Additional Student Attributes
- Custom Plotting of People (other than students) or Places (other than schools).

1. Existing Map Layer Changes: As part of a standard agreement, a district can modify attendance areas once each year and this service is included in the base fee. Generally this is sufficient since changes mid year seldom occur and policy changes on attendance areas seldom happen more often. If such should be required outside the normal cycle of client updating, it would be considered custom GIS work and the district would be billed according to the hourly rate for GIS Technical Services.

2. Custom Map Layers: DISTRICT’S may request the creation of additional Map layers for analysis, print or PowerPoint presentations. Possibilities include:

- Special Assessment Districts
- School or municipal planning areas
- Natural or manmade hazard features such as flood zones, pipelines, or other features which require safety buffer zones
- Board Trustee Areas
- Developer tracts
- District study areas
- Other custom features

DecisionInsite can add these custom map layers to any existing district study. These layers can be activated or deactivated just like school attendance boundaries. Additionally, most custom layers can be queried for enrollment, ethnicity and census updates and projections.

176

Custom map layers are billed at the GIS Technical Services hourly rate. Upon request, DecisionInsite will provide the district with a project scope proposal based upon the assessed complexity of the project.

Other Services and Fees

Additional Projection Scenarios: DISTRICTS may request additional projection scenarios beyond the standard two (2) per year. DecisionInsite can generate additional projections according to the following fee schedule.

Per additional enrollment projection scenario			Ranges	
			Min	Max
Web posting only, no report			\$500	\$1,000
Web posting plus report			\$1,500	\$2,000

SCHEDULE C: WEB ACCESS POLICIES

Access to DecisionInsite's secure web server is at the center of the services provided to DISTRICT. Therefore, the following policies should be followed.

Only authorized persons employed by or representing the school district may be granted access. Granting access to any other party is a violation of this AGREEMENT.

No person granted access rights may access and use any part of the site except in the conduct of school district business. Use of any information on other than for district business is a violation of this AGREEMENT.

The Client Access area on the DecisionInsite web site is password protected. Access will be granted according to those granted access by the District administrative user. These can be set up via the District Admin user interface.

There is no limit on the number of users granted to a district. However, only the district may authorize users and DecisionInsite will only add users upon the formal request of the authorized agent of the district. Unless otherwise stipulated, the authorized agent is the person signing the Agreement.

MySchoolLOCATOR

MySchoolLOCATOR will be accessible from the DecisionInsite web site. A link can be set up on the DISTRICT'S own web site as soon as the DISTRICT'S web studies are available. SchoolLOCATOR will remain active as long as the District remains an active client.



MCKENNEY WATER LINE EMERGENCY REPAIR.

Marysville Joint Unified School District
1919 B Street, Marysville, California 95901
Maintenance Department

PUBLIC WORKS CONTRACT FOR EMERGENCY REPAIR UNDER \$15,000

THIS CONTRACT made November 21, 2014 but entered into on September 29, 2014 by and between Fletcher's Plumbing & Contracting, Inc., hereinafter called the **CONTRACTOR** and the **MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT** hereinafter called the **DISTRICT**.

WITNESSETH; The parties do hereby contract and agree as follows:

1. The **CONTRACTOR** shall furnish labor and materials to the **DISTRICT** in accordance with the **Terms & Conditions** set forth in **Attachment B** hereof and incorporated herein by this reference and any specifications attached for a total contract price of:

Time and Material Not to exceed (\$ 14,999)

(MAY NOT EXCEED \$15,000) to be paid in full within thirty (30) days after completion and acceptance

2. Contractor shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following classification: A,B,C-36 Contractor. This contract shall commence on September 29, 2014 with work to be completed within ASAP () consecutive days and/or by .
(Check contractor license classification appropriateness at:
<http://www.csib.ca.gov/GeneralInformation/Library/LicensingClassifications/>
and contractor license status at:
<https://www2.csib.ca.gov/OnlineServices/CheckLicense/CheckLicense.aspx>).
3. **SCOPE OF WORK:** By submitting a proposal, contractors warrant that they have made a site examination as they deem necessary as to the condition of the site and certify all measurements, specifications and conditions affecting the work to be performed at the site. Proposals are subject to acceptance by the signing of a contract and issuance of an appropriate purchase order. The District reserves the right to accept or reject any and all quotes and reserves the right to waive any informality in any quote. **CONTRACTOR PROPOSES TO FURNISH LABOR AND MATERIAL IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:** (Describe in detail the scope of the proposed project and materials to be furnished)
 - Locate and repair underground leak on water main at the main entrance to school.



NONCOLLUSION AFFIDAVIT

The party making the foregoing bid certifies that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

SCHOOL SAFETY ACT - COMMUNICATIONS WITH PUPILS

- ☒ In accordance with Education Code Section 45125.1, the District has determined that fingerprinting and certification will be required of the employees of the contractor who provide services under this contract (certification form attached).
- ☒ In accordance with Education Code Section 45125.2, the District has determined that an exemption exists under requirements of 45125.1, and that workers may have other than limited contact with students. Therefore, the Contractor is required to provide or agree to one or more of the following: (to be determined by District)

☐ Installation of physical barrier at the work site to limit contact with pupils.

☐ Surveillance of employees of the Contractor by school personnel.

☒ Continual supervision and monitoring of all employees of the Contractor by an employee of the Contractor whom the DOJ has ascertained has not been convicted of a violent or serious felony.

Supervisor's Name: Clinton Vigen

Soc. Sec. No. 546-31-2734

In accordance with Education Code Section 45125.1, subdivision c, the District has determined that this contract is not subject to Education Code Section 45125.1 (a), because the contractor's employees, including the employees of any subcontractor, will have only "limited contact" with pupils on the site. Justifications is as follows:

☐ Work will be performed on a day or days when school is not in session (holidays, weekend or non-teaching days - may not include after school hours).

☐ Other, describe _____

Signature: _____

Title: DIR MAINTENANCE

Date: 1-21-15

Signature of District Official responsible for assuring selected conditions are met in accordance with Education Code Section 45125.2, if applicable.

Contractor understands that District department staff may monitor and evaluate adherence to these conditions during the performance of their work.

IN WITNESS WHEREOF, the parties hereunto have subscribed to this Contract, including all Contract Documents as listed below:

- ☒ Work Specs/Scope of Work Statement
- ☒ Certificates of Insurance
- ☒ Non Collusion Affidavit
- ☒ Purchase Order No. R15-01713

- ☒ Contractor Certification Form - Attachment A
- ☒ Terms and Conditions dated _____ - Attachment B
- ☒ Workers' Compensation Certificate - Attachment C
- and W9 Form

TYPE OF BUSINESS ENTITY

- ☐ Individual
- ☐ Sole Proprietorship
- ☐ Partnership
- ☒ Corporation
- ☐ Other

TAX IDENTIFICATION

68-0449234

Employer Identification Number

Social Security Number

License No: 309313

Classification: A, B, C36

Expiration Date: 06/30/2015

(District Use Only: License verified by _____)

Date: 1-21-15

I hereby agree to abide by these terms and conditions if awarded the project as described herein. Under penalty of perjury I certify that I am a duly authorized agent/representative of the company providing this proposal. I also certify that none of the individuals identified on attached certification form (if applicable) or any individual identified above as been convicted of a felony as defined in Education Code 45122.1

Date: 11/21/2014

Authorized Signature: _____

Company Name: Fletcher's Plumbing & Contracting, Inc

Printed Name: Adam Fletcher

Address: 219 Burns Drive

Title: Secretary

Yuba City CA 95991

Phone: 530-673-2489

Fax: 530-673-1317

Accepted by: _____

Signature of District Representative

Title: ASST. SUPT.

Date: 12/8/14



ATTACHMENT A – CONTRACTOR CERTIFICATION FORM
CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1

The District has determined under Education Code Section 45125.1, subdivision (c) that in performing services to this contract, Contractor's employees may have contact with pupils. As required under Education Code Section 45125.1, subdivision (a), Contractor shall require their employees, including the employees of any subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

Contractor shall not permit any employee to perform services who may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has not criminal charges pending for a felony as defined in Section 45122.1.

Contractor shall certify in writing to the District that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1.

Contractor shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Contractor's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Contractor for using employees who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

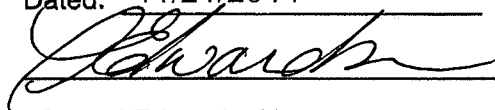
It is understood that by signing this document Contractor agrees that they are familiar with Education Code Section 45122.1. The following individuals are employees of contractor who may come in contact with pupils in the performance of services in this contract.

Name	Social Security No.
Clint Vigen	546-31-2734

I certify that none of the individuals identified above has been convicted of a felony as defined in Education Code Section 45122.1.

Dated: 11/21/2014

Fletcher's Plumbing & Contracting, Inc (Company)



(Signature)

Crystal Edwards, Manager

(Title)

(Complete only if pertinent)



ATTACHMENT B
TERMS AND CONDITIONS

ARTICLE 1. WAGE RATES: Pursuant to the provisions of article 2 (commencing at section 1770), chapter 1, part 7, divisions 2 of the Labor Code of California, the Director of Industrial Relations has ascertained the general prevailing rate of per diem wages in the locality in which this public work is to be performed for each craft, classification or type of worker needed to execute the contract. Copies of said determinations are on file at District's principal office and available to any interested party on request Refer to web site (www.dir.ca.gov).

Holiday and overtime work, when permitted by law, shall be paid for at a rate of at least one and one-half times the general prevailing rate of per diem wages as determined by the Director of Industrial Relations, unless otherwise specified. Each worker of the Contractor or any of his subcontractors engaged in work on the project shall be paid not less than the general prevailing rate of per diem wages determined by the Director of Industrial Relations, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such workers.

Each worker needed to execute the work on the project shall be paid travel and subsistence payments, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed with the Department of Industrial Relations in accordance with Labor Code section 1173.8.

The Contractor shall, as a penalty to the District, forfeit not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under the contract by him or by any subcontractor under him. Prevailing wage rates shall also be used when determining wages paid for change order items. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of the Contractor's mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor in meeting his prevailing wage obligations, or the Contractor's willful failure to pay the correct rates of prevailing wages. The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor, and the Contractor shall be bound by the provisions of Labor Code section 1775.

Any worker employed to perform work on the project, which work is not covered by any classification listed in the general prevailing rate of per diem wages determined by the Director of Industrial Relations, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to work to be performed. Such minimum wage rate shall be retroactive to the time of initial employment of such person in such classification.

Pursuant to Labor Code section 1773.1, per diem wages are deemed to include employer payments for health and welfare, pension, vacation, travel time, subsistence pay and similar purposes. Contractor shall post at appropriate conspicuous points on the site of project, a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned.

Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman,

apprentice, worker, or other employee employed by him in connection with the public work.

The payroll records required above shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

- a) A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his or her authorized representative on request.
- b) A certified copy of all payroll records shall be made available for inspection or furnished upon request to a representative of District, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.
- c) A certified copy of all payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. The public shall not be given access to such records at the principal office of the Contractor.

Contractor shall file a certified copy of the records required above with the District or entity that requested such records within ten days after receipt of a written request. Any copies of records made available for inspection as copies and furnished upon request to the public or any public agency by the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor shall not be marked or obliterated.

Contractor shall inform the District of the location of the records required above, including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.

In the event of noncompliance with the requirements of this article regarding maintenance of records, the Contractor shall have ten days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this article. Should noncompliance still be evident after such ten-day period, the Contractor shall, as a penalty by the District, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalty shall be withheld from progress payments then due.

ARTICLE 2. APPRENTICES: Apprentices of any crafts or trades may be employed and, when required by Labor Code section 1777.5, shall be employed provided they are properly indentured to the Contract in full compliance with provisions of the Labor Code. The prime contractor shall bear the responsibility of compliance with Labor Code section 1777.5 for all apprenticeable occupations and agrees that he will comply with said section which reads: "Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works. Every apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he is employed, and shall be employed only at the work of the craft or trade to which he is registered."

Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4 (commencing with Section 3070), of Division 3, of the Labor Code, are eligible to be employed on public works. The employment



and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which he or she is training.

When the contractor to whom the contract is awarded by the District, in performing any of the work under the contract or subcontract, employs workers in any apprenticeable craft or trade, the contractor and subcontractor shall apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the site of the public work for a certificate approving the contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, approval as established by the joint apprenticeship committee or committees shall be subject to approval of the Administrator of Apprenticeship. The joint apprenticeship committee or committees, subsequent to approving the subject contractor or subcontractor, shall arrange for the dispatch of apprentices to the contractor or subcontractor in order to comply with this section. Every contractor and subcontractor shall submit contact award information to the applicable joint apprenticeship committee which shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices to be employed, and the approximate date the apprentices will be employed. There shall be an affirmative duty upon the joint apprenticeship committee or committees administering the apprenticeship standards of the craft or trade in the area of the site of the public work to ensure equal employment and affirmative action in apprenticeship for women and minorities. Contractors or subcontractors shall not be required to submit individual applications for approval to local joint apprenticeship committees provided they are already covered by the local apprenticeship standards. The ratio of work performed by apprentices to journeymen who shall be employed in the craft or trade on the public work may be the ratio stipulated in the apprenticeship standards under which the joint apprenticeship committee operates, but, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of labor performed by a journeyman. However, the minimum ratio for the land surveyor classification shall not be less than one apprentice for each five journeymen.

Any ratio shall apply during any day or portion of a day when any journeyman, or the higher standard stipulated by the joint apprenticeship committee, is employed at the job site and shall be computed on the basis of the hours worked during the day by journeymen so employed, except for the land surveyor classification. The Contractor shall employ apprentices for the number of hours computed as above before the end of the contract. However, the Contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the job site. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Division of Apprenticeship Standards, upon application of a joint apprenticeship committee, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

The Contractor or subcontractor, if he is covered by this section, upon the issuance of the approval certificate, or if he has been previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the apprenticeship standards. Upon proper showing by the Contractor that he employs apprentices in such craft or trade in the state on all of his contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by a journeyman, or in the land surveyor classification, one apprentice for each five journeymen, the Division of Apprenticeship Standards may grant a certificate exempting the Contractor from the 1-to-5 hourly ratio as set forth in the section. This section shall not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor, when the contracts of general contractors

or those specialty contractors involve less than thirty thousand (\$30,000) or 20 working days. This section shall not use any work performed by a journeyman in excess of eight hours per day or 40 hours per week to calculate the hourly ratio.

"Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with the rules and regulations prescribed by the Apprenticeship Council. The joint apprenticeship committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting a contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met: a) Unemployment for the previous three-month period in such area exceeds an average of 15 percent. b) The number of apprentices in training in such area exceeds a ratio of 1-to-5. c) If there is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis, or on a local basis. d) Assignment of an apprentice to any work performed under a public works contract would create a condition which would jeopardize his life, or the life, safety, or property of fellow employees or the public at large or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

When exemptions are granted to an organization which represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

A contractor to whom the contract is awarded, or any subcontractor under him who, employs journeymen or apprentices in any apprenticeable craft or trade to perform work under the contract and who is not contributing to a fund or funds to administer and conduct the apprenticeship program in any craft or trade in the area of the site of the public work, to which fund or funds other contractors in the area of the site of the public work are contributing, shall contribute to the fund or funds in each craft or trade in which he employs journeymen or apprentices on the public work in the same amount or upon the same basis and in the same manner as the other contractors do. Where the trust fund administrators are unable to accept the fund, contractors not signatory to the trust agreement shall pay a like amount to the California Apprenticeship Council. This contractor or subcontractor may add the amount of the contributions in computing his bid for the contract. The Division of Labor Standards Enforcement is authorized to enforce the payment of the contributions to the fund or funds as set forth in Labor Code Section 227.

The District awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor. All decisions of the joint apprenticeship committee under this section are subject to Labor Code Section 3081.

ARTICLE 3. WORK HOURS: As provided in article 3 (commencing at section 1810), chapter 1, part 7, division 2 of the Labor Code, eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by the Contractor or by any subcontractor on any subcontract under this contract upon the work or upon any part of the work contemplated by this contract is limited and restricted to eight (8) hours during any one-calendar day and forty (40) hours during any one-calendar week, except as hereinafter provided. Notwithstanding the provisions hereinabove set forth, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight



(8) hours per day at not less than one and one-half times the basic rate of pay.

The Contractor and every subcontractor shall keep accurate record showing the name and actual hours worked each calendar day and each calendar week by each worker employed by him in connection with the work or any part of the work contemplated by this contract. The record shall be kept open at all reasonable hours to the inspection of the District and the Division of Labor Law Enforcement, Department of Industrial Relations of the State of California.

The Contractor shall pay to the District a penalty of twenty-five dollars (\$25) for each worker employed in the execution of this contract by the Contractor or by any subcontractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week in violation of the provisions of article 3 (commencing at section 1810), chapter 1, part 7, division 2 of the Labor Code.

Any work necessary to be performed after regular working hours, or on Sundays or other holidays shall be performed without additional expense to District

ARTICLE 4. SUBCONTRACTING: Contractor agrees to bind every subcontractor by terms of the contract as far as such terms are applicable to subcontractor's work. If Contractor shall subcontract any part of this contract, Contractor shall be fully responsible to District for acts and omissions of subcontractor and of persons either directly or indirectly employed. Nothing contained in contract documents shall create any contractual relation between any subcontractor and District.

ARTICLE 5. ASSIGNMENT: Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations under this contract without prior written consent of District.

ARTICLE 6. WORKERS' COMPENSATION INSURANCE: The Contractor shall provide, during the life of this contract, workers' compensation insurance for all its employees engaged in work under this contract, or at the site of the project, and if work is sublet, the Contractor shall require the subcontractor similarly to provide workers' compensation insurance for all the latter's employees. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by the Contractor's insurance. The Contractor shall provide to the District a Certificate regarding Workers' Compensation available from the District prior to performing the work of the contract.

ARTICLE 7. PROOF OF INSURANCE: Contractor must provide Commercial General Liability Insurance (including automobile insurance) which provides limits of not less than \$1,000,000 per occurrence (combined single limit) and \$2,000,000 Project Specific Aggregate (for this project only). Any general liability policy provided by Contractor hereunder shall contain an endorsement which applies its coverage to District, members of District's Board of Trustees, and the officers, agents, employees and volunteers of District, the State Allocation Board, if applicable, the architect, and the architect's consultants, if applicable, individually and collectively as additional insured. Coverage additional to that shown above to be evidenced in a provided Certificate of Insurance is as follows: Products-Comp/Ops Aggregate \$1,000,000; Automobile \$1,000,000; Personal and Advertising Injury \$1,000,000; Each Occurrence \$1,000,000; Fire Damage minimum \$100,000*; Medical Expense (per person) \$5,000. *Activities that place buildings at risk for fire (use of kitchen, portable lighting, heavy electrical gear, etc. must have a \$1,000,000 Property/Fire limit.

The limits set forth above shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit contractor's indemnification obligations to District, and shall not

preclude the District from taking such other actions available to District under other provisions of the contract documents or law.

Contractor and any subcontractor shall not commence work nor shall he allow any subcontractor to commence work under this contract until all required insurance certificates have been delivered to and approved by District.

ARTICLE 8. INDEMNIFICATION: District shall not be liable for, and Contractor shall defend and indemnify District against any and all claims, demands, liability, judgements, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this contract arising either directly or indirectly from any act, error, omission or negligence of Contractor or its contractors, licensees, agents, servants or employees, including, without limitation, Claims caused by the concurrent act, error, omission or negligence of District or its agents or employees. However, Contractor shall have no obligation to defend or indemnify District from a Claim if its determined by a court of competent jurisdiction that such Claim was caused by the active negligence, sole negligence, or willful misconduct of District or its agents or employees.

ARTICLE 9. MATERIALS: Contractor warrants good title to all material, supplies and equipment installed or including in the work. Except as otherwise specifically stated in this contract, Contractor shall provide and pay for all materials, labor, tools, equipment, water, lights, power, transportation, superintendence, temporary constructions of every nature, and all other services and facilities of every nature whatsoever necessary to execute and complete this contract within specified time. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of good quality. Materials shall be furnished in ample quantities and at such times as to insure uninterrupted progress of work. Contractor shall be entirely responsible for damage or loss by weather or other causes to materials or work under this contract.

ARTICLE 10. PATENTS, ROYALTIES AND INDEMNITIES: The Contractor shall hold and save the District and its officers, agents and employees harmless from liability of any nature or kind, including cost and expense, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of this contract, including its use by the District, unless otherwise specifically stipulated in the contract documents.

ARTICLE 11. GUARANTEE: Besides guarantees required elsewhere, Contractor shall, and hereby does, guarantee all work for a period of one year after date of acceptance of work by District and shall repair or replace any or all such work, together with any other work, which may be displaced in so doing, that may prove defective in workmanship and/or materials within a one year period from date of acceptance without expense whatsoever to District, ordinary wear and tear, unusual abuse or neglect excepted. District will give notice of observed defects with reasonable promptness. Contractor shall notify District upon completion of repairs.

This article does not in any way limit the guarantee of any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish District all appropriate guarantee or warranty certificates upon completion of the project.

ARTICLE 12. PROTECTION OF WORK AND PROPERTY: The Contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of this contract and shall be responsible for the proper care and protection of all materials delivered and work performed until



completion and final acceptance by the District. All work shall be solely at the Contractor's risk. Contractor shall adequately protect adjacent property from settlement or loss of lateral support as provided by law and contract documents. Contractor shall take all necessary precautions for safety of employees on the work and shall comply with all applicable safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to premises where work is being performed. Contractor shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safeguards, signs, barriers, light and watchmen for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of construction. Contractor shall designate a responsible member of the organization on the work, whose duty shall be prevention of accidents. Contractor shall report name and position of person so designated to District.

ARTICLE 13. DISTRICT'S RIGHT TO TERMINATE CONTRACT: If the Contractor refuses or fails to prosecute the work or any separable part thereof with such diligence as will insure its completion within the time specified or any extension thereof, or fails to complete said work within such time, or if the Contractor should be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of insolvency, or if Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials to complete the work in time specified, or should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, ordinances or instructions of District, or otherwise be guilty of a substantial violation of any provision of the contract, or if Contractor or subcontractors should violate any of the provisions of this contract, then District may, without prejudice to any other right or remedy, serve written notice upon Contractor and surety of its intention to terminate this contract, such notice to contain the reasons for such intention to terminate, and unless within ten days after the service of such notice such condition shall cease or such violation shall cease and satisfactory arrangements for the correction thereof be made, this contract shall upon the expiration of said ten (10) days, cease and terminate.

ARTICLE 14. COMPLIANCE WITH STORM WATER PERMIT

Contractor shall be required to comply with all conditions of the State Water Resources Control Board ("State Water Board") National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity ("Permit") – General NPDES Permit No. CAS000004 adopted by the State Water Resources Control Board. Contractor shall be responsible for filing the Notice of Intent and for obtaining the Permit and include all costs in the Contract amount. Contractor shall be responsible for procuring, implementing and complying with the provisions, monitoring and reporting requirements as required by the Permit. Contractor shall provide copies of all reports and monitoring information to the District Representative. Failure to comply with the Permit is in violation of federal and state law.

ARTICLE 15. CLEAN UP: Contractor at all times shall keep premises free from debris such as waste, rubbish and excess materials and equipment caused by his work; debris shall be removed from premises. Contractor shall not leave debris under, in, or about the premises. Upon completion of work Contractor shall clean interior and exterior of building including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections and any areas where debris has collected so surfaces are free from foreign material or discoloration; Contractor shall clean and polish all glass, plumbing fixtures and finish hardware and similar finish surfaces and equipment and remove temporary fencing, barricades, planking and construction toilet and similar temporary facilities from site.

ARTICLE 16. PROVISIONS REQUIRED BY LAW DEEMED INSERTED: Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provisions is not inserted, or is not correctly inserted then upon application of either party the contract shall forthwith be physically amended to make such insertion or correct.

ARTICLE 17. EXCAVATION DEEPER THAN FOUR FEET: If this contract involves digging trenches or other excavations that extend deeper than four feet below the surface, then all of the following apply:

- a. The Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing of any: (1) Material that the Contractor believes may be material that is hazardous waste, as defined in section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law. (2) Subsurface or latent physical conditions at the site differing from those indicated. (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract.
- b. Upon receiving any such notice, the District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in this contract.
- c. In the event that a dispute arises between the District and the Contractor whether the conditions materially differ or involve hazardous waste, or cause a decrease or increase in the Contractors' cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by this contract, but shall proceed with all work to be performed under the contract. A contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protest between the contracting parties.

ARTICLE 18. REMOVAL OR RELOCATION OF MAIN OR TRUNKLINE UTILITY FACILITIES:

The Contractor shall not be assessed for liquidated damages for delay in completion of this project, when such delay was caused by the failure of the awarding authority of this contract or the owner of the utility to provide for removal or relocation of the existing main or trunkline utility facilities; however, when the Contractor is aware that removal or relocation of an existing utility has not been provided for, Contractor shall promptly notify the awarding authority and the utility in writing, so that provision for such removal or relocation may be made to avoid and minimize any delay which might be caused by the failure to remove or relocate the main or trunkline utility facilities, or to provide for its removal or relocation. In accordance with section 4215 of the Government Code, if the Contractor while performing the contract discovers any existing main or trunkline utility facilities not identified by the public agency in the contract plans or specifications, he shall immediately notify the public agency and utility in writing. The public utility, where they are the owners, shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price. The Contractor shall be compensated for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work.

ARTICLE 19. CHANGE ORDERS: Change orders may not cause the total aggregate cost of the project to exceed \$15,000 or the project will become subject to competitive bidding. The District, without



invalidating contract, and as provided by law, may order extra work or make changes by altering, adding to, or deducting from work, the contract sum being adjusted accordingly. All such work shall be subject to prevailing wage rates and shall be executed under the conditions of the original contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change. In giving instructions, Contractor agrees that the District shall have authority to make minor changes in work, not involving change in cost, and not inconsistent with the purposes or approvals of the project. Otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless pursuant to a written order from District, and no claim for an addition to the contract sum shall be valid unless so ordered.

ARTICLE 20. RESOLUTION OF CONSTRUCTION CLAIMS OF \$375,000 OR LESS: For public work claims of \$375,000 or less between Contractor and District, if District has not elected to resolve disputes by arbitration pursuant to article 7.2 (commencing with section 10240) of chapter 1 of part 2 of the Public Contract Code, the provisions of article 1.5 (commencing with section 20104) of chapter 1 of part 3 of the Public Contract Code apply ("Article 1.5").

For purposes of Article 1.5, "public work" has the same meaning as in section 3100 and 3106 of the Civil Code. "Claim" means a separate demand by Contractor for a time extension, or payment of money or damages for work done by or for Contractor, payment for which is not otherwise expressly provided in the contract or to which Contractor would not otherwise be entitled, or a payment disputed by District.

Each claim shall be submitted in writing before the date of final payment and shall include all necessary substantiating documentation. District shall respond in writing within forty-five (45) days of receipt of the claim if the claim is less than \$50,000 ("\$50,000 claim") or within sixty (60) days of receipt of the claim, if the claim is over \$50,000 but less than or equal to \$375,000 ("\$50,000-\$375,000 claim"). In either case, District may request in writing within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the District may have against the claimant. Any additional information shall be requested and provided upon mutual agreement of the District and the claimant. District's written response to the claim shall be submitted to claimant within fifteen (15) days after receipt of the further documentation for \$50,000 claims or within thirty (30) days after receipt of the further documentation for \$50,000-\$375,000 claims or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

Within fifteen (15) days of receipt the District's response, if claimant disputes District's written response or within fifteen (15) days of the District's failure to respond within the time prescribed, the claimant shall provide written notification to District demanding an informal conference to meet and confer ("conference") to be scheduled by the District within thirty (30) days. If the claim or any portion of the claim remains in dispute following the meet and confer ("meet and confer") to be scheduled by the District within 30 days. If the claim or any portion of the claim remains in dispute following the meet and confer conference, the claimant may file a claim as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the period of time within which a claim must be filed is tolled from the time the claimant submits a written claim until the time the claim is denied, including time utilized as a result of the meet and confer process.

If a civil action is filed to resolve claims within sixty (60) days (but no earlier than thirty (30) days) following the filing of responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation

process shall provide that both parties select a disinterested third person mediator within fifteen (15) days, shall be commenced within thirty (30) days of the submittal and concluded within fifteen (15) days from the commencement of the mediation unless time is extended upon a good case showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

If the material remains in dispute, the case shall be submitted to judicial arbitration pursuant to chapter 2.5 (commencing with section 1141.10) of title 3 of part 3 of the Code of Civil Procedure, notwithstanding section 1141.11 of that code. The Civil Discovery Act of 1986 (article 3, commencing with section 2016, of chapter 3 of title 3 or part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration. The court may, upon request by any party, order any witness to participate in the mediation or arbitration process.

Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates not to exceed their customary rate. Such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall state or county funds pay these fees or expenses. Any party who, after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgement, shall pay the attorney's fees of the other party arising out of the trial de novo in addition to payment of costs and fees required under chapter 2.5 (commencing with section 1141.10) of title 3 of part 3 of the Code of Civil Procedure. District shall not fail to pay any portion of a claim which is undisputed unless otherwise provided herein and shall pay interest at the legal rate commencing on the date the suit is filed in court on any arbitration award or judgement.

ARTICLE 21. DRUG FREE/SMOKE FREE/ALCOHOL FREE POLICY: All District sites are designated drug free/smoke free/alcohol free. The use or abuse of controlled substances, tobacco products and alcohol will not be tolerated.

THIS CONCLUDES THE GENERAL TERMS AND CONDITIONS DATED 09/29/2014

consisting of Article 1 through Article 21



ATTACHMENT C
CONTRACTOR'S CERTIFICATE REGARDING
WORKERS' COMPENSATION

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Signature, Contractor's Authorize Representative

Adam Fletcher, Secretary

Name of Contractor's Authorized Representative, (Printed or Typed)

(In accordance with article 5 (commencing at section 1860), chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)



Marysville Joint Unified School District

ATTACHMENT D

This Criminal Background - Fingerprinting Certification form **must** be taken to our **Purchasing Department** at the Marysville Joint Unified School District, 1919 B Street, Marysville, CA 95901.

CRIMINAL BACKGROUND
INVESTIGATION/ FINGERPRINTING CERTIFICATION

PROJECT NAME OR CONTRACT NO.: Locate and repair underground leak on water main at the entrance to the school. School between the Marysville Joint Unified School District ("District" or "Owner") and Fletcher's Plumbing & Contracting, Inc. ("Contractor" or "Bidder").

The undersigned does hereby certify to the governing board of the District as follows:

That I am a representative of the Contractor currently under contract ("Contract") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken at least one of the following actions with respect to the construction Project that is the subject of the Contract (check all that apply):

☒ The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122. 1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

☐ Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees and District pupils at all times; and/or

☒ Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor 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 Contractor's employees and its subcontractors' employees is

Name: Clint Vigen

Title: Senior Technician

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



Marysville Joint Unified School District

ATTACHMENT E

**PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION**

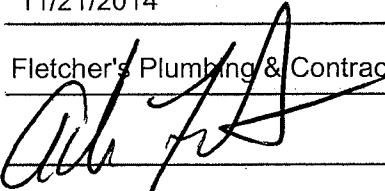
PROJECT NAME OR CONTRACT NO.: Locate and repair underground leak on water main at the entrance to the school. School

between Marysville Joint Unified School District (the "District" or the "Owner") and Fletcher's Plumbing & Contracting, Inc. (the "Contractor" or the "Bidder").

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project including, without limitation, the District's labor compliance program, if in use on this Project.

Date: 11/21/2014

Proper Name of Contractor: Fletcher's Plumbing & Contracting, Inc

Signature: 

Print Name: Adam Fletcher

Title: Secretary

END OF DOCUMENT

**FLETCHER'S PLUMBING
and CONTRACTING INC.**

219 Burns Drive 1905 Nord Ave
Yuba City, CA 95991 Chico, CA 95926
PHONE: (530)673-2489 PHONE: (530)342-7800
FAX: (530)673-1317 FAX: (530)342-7808
CA Contractors' No. 309313



Page 1

Invoice Date 10/25/2014

Invoice Number 119598

Service Order 107281

Invoice

215-01713

S
O
L MARYSVILLE JOINT UNIFIED SCH
D 1919 B ST
MARYSVILLE, CA 95901
T
O

J
O
B MC KENNEY INTERMEDIATE SCHOOL
S 1904 HUSTON ST
I MARYSVILLE, CA 95901
T
E

NET DUE 4,800.00

Purchase Order	Customer	Terms	Tax Code	Invoice Type	
	MARYSVI619	Upon Receipt	5	Fixed Price	4,800.00

Problem:
WATER LINE REPAIR

Work Performed:

TECHNICIAN 8 FOUND WATER SURFACING FROM CONCRETE SOUTH EAST OF OFFICE APPROXIMATELY 30'. SAW CUT AND REMOVED APPROXIMATELY 4' X 8' AREA OF COLORED CONCRETE. EXPOSED 2" GALVANIZED WATER LINE LEAKING. CUT PIPE AND RE-ROUTED TO PLANTER AREA. BACKFILLED AND REPLACED COLORED CONCRETE. SET CUSTOMERS WATER BOX OVER CAPED LINE. CHECKED FOR LEAKS, NONE FOUND. ALL AUTHORIZED WORK COMPLETED.

[KR]

Item Id	Units	Quantity	Unit Price	Extension
Please pay quoted price of				4,800.00

Received


NOV 05 2014

MAYSD Fiscal Services

OK TO PAY

Signed 

Date 11-10-14

T & M JOB REPAIR
EMERGENCY 

Taxable	Non Taxable	Tax Included	Total	Payments	NET DUE
.00	4,800.00		4,800.00	.00	4,800.00

TO OUR CUSTOMER: Servicemen are required to have work slip signed. This is done in order to protect you, the workmen, and ourselves, and to enable us to give you absolute satisfactory service. You are respectfully requested to examine material and labor statement before workmen leave the job, and if you find everything satisfactory, sign ticket. If service is unsatisfactory in any way, please phone our office immediately. "I find the time and material charged above satisfactory and agree to pay for same on presentation of invoice, and further agree to pay reasonable charges for collection, including attorneys fees in the event of my default." A PENALTY WILL BE CHARGED AT THE RATE OF 2% PER MONTH ON UNPAID BALANCES AFTER 30 DAYS OF INVOICE DATE. ANNUAL PERCENTAGE RATE 24%.

Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the registrar of the board whose address is Contractors' State License Board, 9835 Goethe Road, Sacramento CA 95827, PO BOX 26000, Sacramento CA 95826.

<http://fletchersplumbing.net/>
Customer Copy

189

State Of California
Contractors State License Board
Active License



Contractor
Classification
Alfama

License Number
309313

Entity
CORP

Business Name
FLETCHER'S PLUMBING AND
CONTRACTING INC

Classification(s)
C36 B A

Expiration Date
06/30/2016

www.cslb.ca.gov



061



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/1/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER L/P Insurance Services, Inc. 11249 Gold Country Blvd #160 Gold River CA 95670		CONTACT NAME: Debby Waples PHONE (A/C, No, Ext): (916) 526-0130 E-MAIL ADDRESS: debby.waples@lpins.net FAX (A/C, No):	
INSURED Fletcher's Plumbing and Contracting, Inc. 219 Burns Drive Yuba City CA 95991		INSURER(S) AFFORDING COVERAGE INSURER A: Scottsdale Insurance Company, INSURER B: Samsung Fire & Marine Insurance INSURER C: Everest National Insurance Co INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 14/15

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR JSNR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		BCS0032176	7/31/2014	7/31/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		CPP006484200	7/31/2014	7/31/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	7600006397141	1/1/2014	1/1/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Ella Elementary School-Emergency Repair 200' of gas line; Certificate holder is named as additional insured as respects General Liability per attached CG2037 07 04 and CG2033 07 04.

Thirty days notice of cancellation applies per policy provisions; 10 days for non-payment of premium.

CERTIFICATE HOLDER**CANCELLATION**

Marysville Joint Unified
School District
1919 B Street
Marysville, CA 95901

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Debby Waples/JUDI

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHEN YOU AND SUCH PERSON OR ORGANIZATION HAVE AGREED IN WRITING IN A CONTRACT OR AGREEMENT, EXECUTED PRIOR TO THE "OCCURRENCE" TO WHICH THIS INSURANCE APPLIES, THAT SUCH PERSON OR ORGANIZATION BE ADDED AS AN ADDITIONAL INSURED ON YOUR POLICY	ALL LOCATIONS
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

191



CONTRACTORS STATE LICENSE BOARD



Contractor's License Detail for License # 309313

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.
Per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.
Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.
Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Data current as of 1/21/2015 1:52:24 PM

Business Information

FLETCHER'S PLUMBING AND CONTRACTING INC
219 BURNS DRIVE
YUBA CITY, CA 95991
Business Phone Number:(530) 673-2489

Entity Corporation
Issue Date 09/03/1975
Reissue Date 06/16/2000
Expire Date **06/30/2016**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C36 - PLUMBING
B - GENERAL BUILDING CONTRACTOR
A - GENERAL ENGINEERING CONTRACTOR

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with INDEMNITY COMPANY OF CALIFORNIA.

Bond Number: 784092C
Bond Amount: \$12,500
Effective Date: 11/27/2012
Contractor's Bond History

Bond of Qualifying Individual

The Responsible Managing Officer (RMO) FLETCHER CARL JOHN certified that he/she owns 10 percent or more of the voting stock/equity of the corporation. A bond of qualifying individual is **not** required.

Effective Date: 03/26/2009

The Responsible Managing Officer (RMO) FLETCHER ADAM PAUL certified that he/she owns 10 percent or more of the voting stock/equity of the corporation. A bond of qualifying individual is **not** required.

Effective Date: 04/08/2011

BQI's Bond History

193

Workers' Compensation

This license has workers compensation insurance with the EVEREST NATIONAL INSURANCE COMPANY

Policy Number:7600006397

Effective Date: 01/01/2013

Expire Date: 01/01/2016

Workers' Compensation History

Miscellaneous Information

06/16/2000 - LICENSE REISSUED TO ANOTHER ENTITY



**Marysville Joint Unified School District
1919 B Street, Marysville, California 95901
Maintenance Department 530-749-6183**

PUBLIC WORKS CONTRACT FOR SERVICES UNDER \$15,000

THIS CONTRACT made and entered into on December 15, 2014 by and between French's Floor Fashions, hereinafter called the **CONTRACTOR** and the **MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT** hereinafter called the **DISTRICT**.

WITNESSETH; The parties do hereby contract and agree as follows:

1. The **CONTRACTOR** shall furnish labor and materials to the **DISTRICT** in accordance with the **Terms & Conditions** set forth in **Attachment B** hereof and incorporated herein by this reference and any specifications attached for a total contract price of:

One Thousand Six Hundred and Fifty Dollars (\$ 1,650.00)

(MAY NOT EXCEED \$15,000) to be paid in full within thirty (30) days after completion and acceptance

2. Contractor shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following classification: C-15 Flooring Contractor. This contract shall commence on December 20, 2014 with work to be completed within Twenty Two (20) consecutive days and/or by January 8th, 2015 (Check contractor license classification appropriateness at: <http://www.cslb.ca.gov/GeneralInformation/Library/LicensingClassifications/> and contractor license status at: <https://www2.cslb.ca.gov/OnlineServices/CheckLicenseII/CheckLicense.aspx>).
3. **SCOPE OF WORK:** By submitting a proposal, contractors warrant that they have made a site examination as they deem necessary as to the condition of the site and certify all measurements, specifications and conditions affecting the work to be performed at the site. Proposals are subject to acceptance by the signing of a contract and issuance of an appropriate purchase order. The District reserves the right to accept or reject any and all quotes and reserves the right to waive any informality in any quote. **CONTRACTOR PROPOSES TO FURNISH LABOR AND MATERIAL IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:** (Describe in detail the scope of the proposed project and materials to be furnished)
 - Refer to Exhibit A and Exhibit B, attached hereto

ARBOGA FLOOR

Terry Biladeau

From: frenchfloor@comcast.net
Sent: Monday, December 01, 2014 8:52 AM
To: Terry Biladeau
Subject: Arboga School

Sol wanted us to give an estimate on:

Boys bathroom

Vinyl...\$ 1,650.00

~~A~~ —

OK (P)

Repair seams in two
bathrooms ...\$250.00

EXHIBIT A

Bud French
French's Floor Fashions

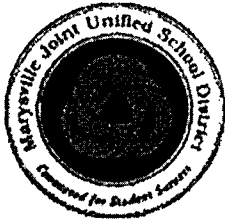
196

Exhibit B

Scope of work for carpet replacement at Marysville Joint Unified School District

- The contractor is to remove old flooring and base when required.
- Contractor is to prep and fill new flooring surface area as needed.
- Contractor is to provide and install new flooring and base as specified in the proposal.
- Disposal of old flooring and construction related materials are the responsibility of the contractor.

Any questions related to the project are to be directed to MJUSD Director of Maintenance:



Marysville Joint Unified School District

Terry Biladeau, Director of Maintenance | Phone (530) 749-6184 | Fax (530) 741-7874



NONCOLLUSION AFFIDAVIT

The party making the foregoing bid certifies that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

SCHOOL SAFETY ACT – COMMUNICATIONS WITH PUPILS

In accordance with Education Code Section 45125.1, the District has determined that fingerprinting and certification will be required of the employees of the contractor who provide services under this contract (certification form attached).

In accordance with Education Code Section 45125.2, the District has determined that an exemption exists under requirements of 45125.1, and that workers may have other than limited contact with students. Therefore, the Contractor is required to provide or agree to one or more of the following: (to be determined by District)

Installation of physical barrier at the work site to limit contact with pupils.

Surveillance of employees of the Contractor by school personnel.

Continual supervision and monitoring of all employees of the Contractor by an employee of the Contractor whom the DOJ has ascertained has not been convicted of a violent or serious felony.

Supervisor's Name: _____

Soc. Sec. No. _____

In accordance with Education Code Section 45125.1, subdivision c, the District has determined that this contract is not subject to Education Code Section 45125.1 (a), because the contractor's employees, including the employees of any subcontractor, will have only "limited contact" with pupils on the site. Justifications is as follows:

☒ Work will be performed on a day or days when school is not in session (holidays, weekend or non-teaching days – may not include after school hours).

☐ Other, describe _____

Signature: _____

Title: DR OF MAINT

Date: 12-15

Signature of District Official responsible for assuring selected conditions are met in accordance with Education Code Section 45125.2, if applicable.

Contractor understands that District department staff may monitor and evaluate adherence to these conditions during the performance of their work.

IN WITNESS WHEREOF, the parties hereunto have subscribed to this Contract, including all Contract Documents as listed below:

☒ Work Specs/Scope of Work Statement
☒ Certificates of Insurance
☐ Non Collusion Affidavit
☐ Purchase Order No. _____

☒ Contractor Certification Form – Attachment A
☒ Terms and Conditions dated 12-15-14 - Attachment B
☒ Workers' Compensation Certificate – Attachment C and W9 Form

TYPE OF BUSINESS ENTITY

☐ Individual
☐ Sole Proprietorship
☐ Partnership
☒ Corporation
☐ Other

TAX IDENTIFICATION

81-0582411
Employer Identification Number

Social Security Number _____

License No: 826432 Classification: C15-C54 Expiration Date: 10-31-15

(District Use Only: License verified by [Signature] Date: 1/21/15)

I hereby agree to abide by these terms and conditions if awarded the project as described herein. Under penalty of perjury I certify that I am a duly authorized agent/representative of the company providing this proposal. I also certify that none of the individuals identified on attached certification form (if applicable) or any individual identified above as been convicted of a felony as defined in Education Code 45122.1

Date: 12-15-14

Authorized Signature: [Signature]

Company Name: French's Floor Fashions Inc

Printed Name: Harlan French

Address: 734 Sutter St.

Title: President/owner

Yuba City, CA 95991

Phone: 673-0649 Fax: 673-0110

Accepted by: [Signature]

Title: AST, SVPT. - BUSINESS Date: 12/15/14

Signature of District Representative



ATTACHMENT A – CONTRACTOR CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1

The District has determined under Education Code Section 45125.1, subdivision (c) that in performing services to this contract, Contractor's employees may have contact with pupils. As required under Education Code Section 45125.1, subdivision (a), Contractor shall require their employees, including the employees of any subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

Contractor shall not permit any employee to perform services who may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has not criminal charges pending for a felony as defined in Section 45122.1.

Contractor shall certify in writing to the District that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1.

Contractor shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Contractor's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Contractor for using employees who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

It is understood that by signing this document Contractor agrees that they are familiar with Education Code Section 45122.1. The following individuals are employees of contractor who may come in contact with pupils in the performance of services in this contract.

Name	Social Security No.
Harlan W. French	545-54-4052
Jeffrey W. French	558-23-7288
Joshua J. French	619-42-4435

I certify that none of the individuals identified above has been convicted of a felony as defined in Education Code Section 45122.1.

Dated: 12-15-14 French's Floor Fashions Inc. (Company)
[Signature] (Signature)
Resident/owner (Title)

(Complete only if pertinent)



ATTACHMENT B **TERMS AND CONDITIONS**

ARTICLE 1. WAGE RATES: Pursuant to the provisions of article 2 (commencing at section 1770), chapter 1, part 7, divisions 2 of the Labor Code of California, the Director of Industrial Relations has ascertained the general prevailing rate of per diem wages in the locality in which this public work is to be performed for each craft, classification or type of worker needed to execute the contract. Copies of said determinations are on file at District's principal office and available to any interested party on request Refer to web site (www.dir.ca.gov).

Holiday and overtime work, when permitted by law, shall be paid for at a rate of at least one and one-half times the general prevailing rate of per diem wages as determined by the Director of Industrial Relations, unless otherwise specified. Each worker of the Contractor or any of his subcontractors engaged in work on the project shall be paid not less than the general prevailing rate of per diem wages determined by the Director of Industrial Relations, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such workers.

Each worker needed to execute the work on the project shall be paid travel and subsistence payments, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed with the Department of Industrial Relations in accordance with Labor Code section 1173.8.

The Contractor shall, as a penalty to the District, forfeit not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under the contract by him or by any subcontractor under him. Prevailing wage rates shall also be used when determining wages paid for change order items. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of the Contractor's mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor in meeting his prevailing wage obligations, or the Contractor's willful failure to pay the correct rates of prevailing wages. The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor, and the Contractor shall be bound by the provisions of Labor Code section 1775.

Any worker employed to perform work on the project, which work is not covered by any classification listed in the general prevailing rate of per diem wages determined by the Director of Industrial Relations, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to work to be performed. Such minimum wage rate shall be retroactive to the time of initial employment of such person in such classification.

Pursuant to Labor Code section 1773.1, per diem wages are deemed to include employer payments for health and welfare, pension, vacation, travel time, subsistence pay and similar purposes. Contractor shall post at appropriate conspicuous points on the site of project, a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned.

Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman,

apprentice, worker, or other employee employed by him in connection with the public work.

The payroll records required above shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

- a) A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his or her authorized representative on request.
- b) A certified copy of all payroll records shall be made available for inspection or furnished upon request to a representative of District, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.
- c) A certified copy of all payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. The public shall not be given access to such records at the principal office of the Contractor.

Contractor shall file a certified copy of the records required above with the District or entity that requested such records within ten days after receipt of a written request. Any copies of records made available for inspection as copies and furnished upon request to the public or any public agency by the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor shall not be marked or obliterated.

Contractor shall inform the District of the location of the records required above, including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.

In the event of noncompliance with the requirements of this article regarding maintenance of records, the Contractor shall have ten days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this article. Should noncompliance still be evident after such ten-day period, the Contractor shall, as a penalty by the District, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalty shall be withheld from progress payments then due.

ARTICLE 2. APPRENTICES: Apprentices of any crafts or trades may be employed and, when required by Labor Code section 1777.5, shall be employed provided they are properly indentured to the Contract in full compliance with provisions of the Labor Code. The prime contractor shall bear the responsibility of compliance with Labor Code section 1777.5 for all apprenticeable occupations and agrees that he will comply with said section which reads: "Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works. Every apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he is employed, and shall be employed only at the work of the craft or trade to which he is registered."

Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4 (commencing with Section 3070), of Division 3, of the Labor Code, are eligible to be employed on public works. The employment



and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which he or she is training.

When the contractor to whom the contract is awarded by the District, in performing any of the work under the contract or subcontract, employs workers in any apprenticeable craft or trade, the contractor and subcontractor shall apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the site of the public work for a certificate approving the contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, approval as established by the joint apprenticeship committee or committees shall be subject to approval of the Administrator of Apprenticeship. The joint apprenticeship committee or committees, subsequent to approving the subject contractor or subcontractor, shall arrange for the dispatch of apprentices to the contractor or subcontractor in order to comply with this section. Every contractor and subcontractor shall submit contact award information to the applicable joint apprenticeship committee which shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices to be employed, and the approximate date the apprentices will be employed. There shall be an affirmative duty upon the joint apprenticeship committee or committees administering the apprenticeship standards of the craft or trade in the area of the site of the public work to ensure equal employment and affirmative action in apprenticeship for women and minorities. Contractors or subcontractors shall not be required to submit individual applications for approval to local joint apprenticeship committees provided they are already covered by the local apprenticeship standards. The ratio of work performed by apprentices to journeymen who shall be employed in the craft or trade on the public work may be the ratio stipulated in the apprenticeship standards under which the joint apprenticeship committee operates, but, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of labor performed by a journeyman. However, the minimum ratio for the land surveyor classification shall not be less than one apprentice for each five journeymen.

Any ratio shall apply during any day or portion of a day when any journeyman, or the higher standard stipulated by the joint apprenticeship committee, is employed at the job site and shall be computed on the basis of the hours worked during the day by journeymen so employed, except for the land surveyor classification. The Contractor shall employ apprentices for the number of hours computed as above before the end of the contract. However, the Contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the job site. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Division of Apprenticeship Standards, upon application of a joint apprenticeship committee, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

The Contractor or subcontractor, if he is covered by this section, upon the issuance of the approval certificate, or if he has been previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the apprenticeship standards. Upon proper showing by the Contractor that he employs apprentices in such craft or trade in the state on all of his contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by a journeyman, or in the land surveyor classification, one apprentice for each five journeymen, the Division of Apprenticeship Standards may grant a certificate exempting the Contractor from the 1-to-5 hourly ratio as set forth in the section. This section shall not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor, when the contracts of general contractors

or those specialty contractors involve less than thirty thousand (\$30,000) or 20 working days. This section shall not use any work performed by a journeyman in excess of eight hours per day or 40 hours per week to calculate the hourly ratio.

"Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with the rules and regulations prescribed by the Apprenticeship Council. The joint apprenticeship committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting a contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met: a) Unemployment for the previous three-month period in such area exceeds an average of 15 percent. b) The number of apprentices in training in such area exceeds a ratio of 1-to-5. c) If there is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis, or on a local basis. d) Assignment of an apprentice to any work performed under a public works contract would create a condition which would jeopardize his life, or the life, safety, or property of fellow employees or the public at large or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

When exemptions are granted to an organization which represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

A contractor to whom the contract is awarded, or any subcontractor under him who, employs journeymen or apprentices in any apprenticeable craft or trade to perform work under the contract and who is not contributing to a fund or funds to administer and conduct the apprenticeship program in any craft or trade in the area of the site of the public work, to which fund or funds other contractors in the area of the site of the public work are contributing, shall contribute to the fund or funds in each craft or trade in which he employs journeymen or apprentices on the public work in the same amount or upon the same basis and in the same manner as the other contractors do. Where the trust fund administrators are unable to accept the fund, contractors not signatory to the trust agreement shall pay a like amount to the California Apprenticeship Council. This contractor or subcontractor may add the amount of the contributions in computing his bid for the contract. The Division of Labor Standards Enforcement is authorized to enforce the payment of the contributions to the fund or funds as set forth in Labor Code Section 227.

The District awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor. All decisions of the joint apprenticeship committee under this section are subject to Labor Code Section 3081.

ARTICLE 3. WORK HOURS: As provided in article 3 (commencing at section 1810), chapter 1, part 7, division 2 of the Labor Code, eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by the Contractor or by any subcontractor on any subcontract under this contract upon the work or upon any part of the work contemplated by this contract is limited and restricted to eight (8) hours during any one-calendar day and forty (40) hours during any one-calendar week, except as hereinafter provided. Notwithstanding the provisions hereinabove set forth, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight



(8) hours per day at not less than one and one-half times the basic rate of pay.

The Contractor and every subcontractor shall keep accurate record showing the name and actual hours worked each calendar day and each calendar week by each worker employed by him in connection with the work or any part of the work contemplated by this contract. The record shall be kept open at all reasonable hours to the inspection of the District and the Division of Labor Law Enforcement, Department of Industrial Relations of the State of California.

The Contractor shall pay to the District a penalty of twenty-five dollars (\$25) for each worker employed in the execution of this contract by the Contractor or by any subcontractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week in violation of the provisions of article 3 (commencing at section 1810), chapter 1, part 7, division 2 of the Labor Code.

Any work necessary to be performed after regular working hours, or on Sundays or other holidays shall be performed without additional expense to District

ARTICLE 4. SUBCONTRACTING: Contractor agrees to bind every subcontractor by terms of the contract as far as such terms are applicable to subcontractor's work. If Contractor shall subcontract any part of this contract, Contractor shall be fully responsible to District for acts and omissions of subcontractor and of persons either directly or indirectly employed. Nothing contained in contract documents shall create any contractual relation between any subcontractor and District.

ARTICLE 5. ASSIGNMENT: Contractor shall not assign or transfer by operation or law or otherwise any or all of its rights, burdens, duties, or obligations under this contract without prior written consent of District.

ARTICLE 6. WORKERS' COMPENSATION INSURANCE: The Contractor shall provide, during the life of this contract, workers' compensation insurance for all its employees engaged in work under this contract, or at the site of the project, and if work is sublet, the Contractor shall require the subcontractor similarly to provide workers' compensation insurance for all the latter's employees. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by the Contractor's insurance. The Contractor shall provide to the District a Certificate regarding Workers' Compensation available from the District prior to performing the work of the contract.

ARTICLE 7. PROOF OF INSURANCE: Contractor must provide Commercial General Liability Insurance (including automobile insurance) which provides limits of not less than \$1,000,000 per occurrence (combined single limit) and \$2,000,000 Project Specific Aggregate (for this project only). Any general liability policy provided by Contractor hereunder shall contain an endorsement which applies its coverage to District, members of District's Board of Trustees, and the officers, agents, employees and volunteers of District, the State Allocation Board, if applicable, the architect, and the architect's consultants, if applicable, individually and collectively as additional insured. Coverage additional to that shown above to be evidenced in a provided Certificate of Insurance is as follows: Products-Comp/Ops Aggregate \$1,000,000; Automobile \$1,000,000; Personal and Advertising Injury \$1,000,000; Each Occurrence \$1,000,000; Fire Damage minimum \$100,000*; Medical Expense (per person) \$5,000. *Activities that place buildings at risk for fire (use of kitchen, portable lighting, heavy electrical gear, etc. must have a \$1,000,000 Property/Fire limit.

The limits set forth above shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit contractor's indemnification obligations to District, and shall not

preclude the District from taking such other actions available to District under other provisions of the contract documents or law.

Contractor and any subcontractor shall not commence work nor shall he allow any subcontractor to commence work under this contract until all required insurance certificates have been delivered to and approved by District.

ARTICLE 8. INDEMNIFICATION: District shall not be liable for, and Contractor shall defend and indemnify District against any and all claims, demands, liability, judgements, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this contract arising either directly or indirectly from any act, error, omission or negligence of Contractor or its contractors, licensees, agents, servants or employees, including, without limitation, Claims caused by the concurrent act, error, omission or negligence of District or its agents or employees. However, Contractor shall have no obligation to defend or indemnify District from a Claim if its determined by a court of competent jurisdiction that such Claim was caused by the active negligence, sole negligence, or willful misconduct of District or its agents or employees.

ARTICLE 9. MATERIALS: Contractor warrants good title to all material, supplies and equipment installed or including in the work. Except as otherwise specifically stated in this contract, Contractor shall provide and pay for all materials, labor, tools, equipment, water, lights, power, transportation, superintendence, temporary constructions of every nature, and all other services and facilities of every nature whatsoever necessary to execute and complete this contract within specified time. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of good quality. Materials shall be furnished in ample quantities and at such times as to insure uninterrupted progress of work. Contractor shall be entirely responsible for damage or loss by weather or other causes to materials or work under this contract.

ARTICLE 10. PATENTS, ROYALTIES AND INDEMNITIES: The Contractor shall hold and save the District and its officers, agents and employees harmless from liability of any nature or kind, including cost and expense, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of this contract, including its use by the District, unless otherwise specifically stipulated in the contract documents.

ARTICLE 11. GUARANTEE: Besides guarantees required elsewhere, Contractor shall, and hereby does, guarantee all work for a period of one year after date of acceptance of work by District and shall repair or replace any or all such work, together with any other work, which may be displaced in so doing, that may prove defective in workmanship and/or materials within a one year period from date of acceptance without expense whatsoever to District, ordinary wear and tear, unusual abuse or neglect excepted. District will give notice of observed defects with reasonable promptness. Contractor shall notify District upon completion of repairs.

This article does not in any way limit the guarantee of any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish District all appropriate guarantee or warranty certificates upon completion of the project.

ARTICLE 12. PROTECTION OF WORK AND PROPERTY: The Contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of this contract and shall be responsible for the proper care and protection of all materials delivered and work performed until



completion and final acceptance by the District. All work shall be solely at the Contractor's risk. Contractor shall adequately protect adjacent property from settlement or loss of lateral support as provided by law and contract documents. Contractor shall take all necessary precautions for safety of employees on the work and shall comply with all applicable safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to premises where work is being performed. Contractor shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safeguards, signs, barriers, light and watchmen for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of construction. Contractor shall designate a responsible member of the organization on the work, whose duty shall be prevention of accidents. Contractor shall report name and position of person so designated to District.

ARTICLE 13. DISTRICT'S RIGHT TO TERMINATE CONTRACT: If the Contractor refuses or fails to prosecute the work or any separable part thereof with such diligence as will insure its completion within the time specified or any extension thereof, or fails to complete said work within such time, or if the Contractor should be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of insolvency, or if Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials to complete the work in time specified, or should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, ordinances or instructions of District, or otherwise be guilty of a substantial violation of any provision of the contract, or if Contractor or subcontractors should violate any of the provisions of this contract, then District may, without prejudice to any other right or remedy, serve written notice upon Contractor and surety of its intention to terminate this contract, such notice to contain the reasons for such intention to terminate, and unless within ten days after the service of such notice such condition shall cease or such violation shall cease and satisfactory arrangements for the correction thereof be made, this contract shall upon the expiration of said ten (10) days, cease and terminate.

ARTICLE 14. COMPLIANCE WITH STORM WATER PERMIT

Contractor shall be required to comply with all conditions of the State Water Resources Control Board ("State Water Board") National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity ("Permit") – General NPDES Permit No. CAS000004 adopted by the State Water Resources Control Board. Contractor shall be responsible for filing the Notice of Intent and for obtaining the Permit and include all costs in the Contract amount. Contractor shall be responsible for procuring, implementing and complying with the provisions, monitoring and reporting requirements as required by the Permit. Contractor shall provide copies of all reports and monitoring information to the District Representative. Failure to comply with the Permit is in violation of federal and state law.

ARTICLE 15. CLEAN UP: Contractor at all times shall keep premises free from debris such as waste, rubbish and excess materials and equipment caused by his work; debris shall be removed from premises. Contractor shall not leave debris under, in, or about the premises. Upon completion of work Contractor shall clean interior and exterior of building including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections and any areas where debris has collected so surfaces are free from foreign material or discoloration; Contractor shall clean and polish all glass, plumbing fixtures and finish hardware and similar finish surfaces and equipment and remove temporary fencing, barricades, planking and construction toilet and similar temporary facilities from site.

ARTICLE 16. PROVISIONS REQUIRED BY LAW DEEMED

INSERTED: Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provisions is not inserted, or is not correctly inserted then upon application of either party the contract shall forthwith be physically amended to make such insertion or correct.

ARTICLE 17. EXCAVATION DEEPER THAN FOUR FEET: If this contract involves digging trenches or other excavations that extend deeper than four feet below the surface, then all of the following apply:

- a. The Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing of any: (1) Material that the Contractor believes may be material that is hazardous waste, as defined in section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law. (2) Subsurface or latent physical conditions at the site differing from those indicated. (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract.
- b. Upon receiving any such notice, the District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in this contract.
- c. In the event that a dispute arises between the District and the Contractor whether the conditions materially differ or involve hazardous waste, or cause a decrease or increase in the Contractors' cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by this contract, but shall proceed with all work to be performed under the contract. A contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protest between the contracting parties.

ARTICLE 18. REMOVAL OR RELOCATION OF MAIN OR TRUNKLINE UTILITY FACILITIES:

The Contractor shall not be assessed for liquidated damages for delay in completion of this project, when such delay was caused by the failure of the awarding authority of this contract or the owner of the utility to provide for removal or relocation of the existing main or trunkline utility facilities; however, when the Contractor is aware that removal or relocation of an existing utility has not been provided for, Contractor shall promptly notify the awarding authority and the utility in writing, so that provision for such removal or relocation may be made to avoid and minimize any delay which might be caused by the failure to remove or relocate the main or trunkline utility facilities, or to provide for its removal or relocation. In accordance with section 4215 of the Government Code, if the Contractor while performing the contract discovers any existing main or trunkline utility facilities not identified by the public agency in the contract plans or specifications, he shall immediately notify the public agency and utility in writing. The public utility, where they are the owners, shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price. The Contractor shall be compensated for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work.

ARTICLE 19. CHANGE ORDERS: Change orders may not cause the total aggregate cost of the project to exceed \$15,000 or the project will become subject to competitive bidding. The District, without



invalidating contract, and as provided by law, may order extra work or make changes by altering, adding to, or deducting from work, the contract sum being adjusted accordingly. All such work shall be subject to prevailing wage rates and shall be executed under the conditions of the original contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change. In giving instructions, Contractor agrees that the District shall have authority to make minor changes in work, not involving change in cost, and not inconsistent with the purposes or approvals of the project. Otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless pursuant to a written order from District, and no claim for an addition to the contract sum shall be valid unless so ordered.

ARTICLE 20. RESOLUTION OF CONSTRUCTION CLAIMS OF \$375,000 OR LESS: For public work claims of \$375,000 or less between Contractor and District, if District has not elected to resolve disputes by arbitration pursuant to article 7.2 (commencing with section 10240) of chapter 1 of part 2 of the Public Contract Code, the provisions of article 1.5 (commencing with section 20104) of chapter 1 of part 3 of the Public Contract Code apply ("Article 1.5").

For purposes of Article 1.5, "public work" has the same meaning as in section 3100 and 3106 of the Civil Code. "Claim" means a separate demand by Contractor for a time extension, or payment of money or damages for work done by or for Contractor, payment for which is not otherwise expressly provided in the contract or to which Contractor would not otherwise be entitled, or a payment disputed by District.

Each claim shall be submitted in writing before the date of final payment and shall include all necessary substantiating documentation. District shall respond in writing within forty-five (45) days of receipt of the claim if the claim is less than \$50,000 ("\$50,000 claim") or within sixty (60) days of receipt of the claim, if the claim is over \$50,000 but less than or equal to \$375,000 ("\$50,000-\$375,000 claim"). In either case, District may request in writing within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the District may have against the claimant. Any additional information shall be requested and provided upon mutual agreement of the District and the claimant. District's written response to the claim shall be submitted to claimant within fifteen (15) days after receipt of the further documentation for \$50,000 claims or within thirty (30) days after receipt of the further documentation for \$50,000-\$375,000 claims or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

Within fifteen (15) days of receipt the District's response, if claimant disputes District's written response or within fifteen (15) days of the District's failure to respond within the time prescribed, the claimant shall provide written notification to District demanding an informal conference to meet and confer ("conference") to be scheduled by the District within thirty (30) days. If the claim or any portion of the claim remains in dispute following the meet and confer ("meet and conference") to be scheduled by the District within 30 days. If the claim or any portion of the claim remains in dispute following the meet and confer conference, the claimant may file a claim as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the period of time within which a claim must be filed is tolled from the time the claimant submits a written claim until the time the claim is denied, including time utilized as a result of the meet and confer process.

If a civil action is filed to resolve claims within sixty (60) days (but no earlier than thirty (30) days) following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation

process shall provide that both parties select a disinterested third person mediator within fifteen (15) days, shall be commenced within thirty (30) days of the submittal and concluded within fifteen (15) days from the commencement of the mediation unless time is extended upon a good case showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

If the material remains in dispute, the case shall be submitted to judicial arbitration pursuant to chapter 2.5 (commencing with section 1141.10) of title 3 of part 3 of the Code of Civil Procedure, notwithstanding section 1141.11 of that code. The Civil Discovery Act of 1986 (article 3, commencing with section 2016, of chapter 3 of title 3 or part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration. The court may, upon request by any party, order any witness to participate in the mediation or arbitration process.

Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates not to exceed their customary rate. Such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall state or county funds pay these fees or expenses. Any party who, after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgement, shall pay the attorney's fees of the other party arising out of the trial de novo in addition to payment of costs and fees required under chapter 2.5 (commencing with section 1141.10) of title 3 of part 3 of the Code of Civil Procedure. District shall not fail to pay any portion of a claim which is undisputed unless otherwise provided herein and shall pay interest at the legal rate commencing on the date the suit is filed in court on any arbitration award or judgement.

ARTICLE 21. DRUG FREE/SMOKE FREE/ALCOHOL FREE POLICY: All District sites are designated drug free/smoke free/alcohol free. The use or abuse of controlled substances, tobacco products and alcohol will not be tolerated.

THIS CONCLUDES THE GENERAL TERMS AND CONDITIONS DATED 12-15-2014
consisting of Article 1 through Article 21



ATTACHMENT C
CONTRACTOR'S CERTIFICATE REGARDING
WORKERS' COMPENSATION

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.



Signature, Contractor's Authorize Representative


Name of Contractor's Authorized Representative, (Printed or Typed)

(In accordance with article 5 (commencing at section 1860), chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)



Marysville Joint Unified School District

ATTACHMENT D

This Criminal Background - Fingerprinting Certification form **must** be taken to our **Purchasing Department** at the Marysville Joint Unified School District, 1919 B Street, Marysville, CA 95901.

CRIMINAL BACKGROUND
INVESTIGATION/ FINGERPRINTING CERTIFICATION

PROJECT NAME OR CONTRACT NO.: Provide and Install flooring at Arboga School between the Marysville Joint Unified School District ("District" or "Owner") and French's Floor Fashions. ("Contractor" or "Bidder").

The undersigned does hereby certify to the governing board of the District as follows:

That I am a representative of the Contractor currently under contract ("Contract") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken at least one of the following actions with respect to the construction Project that is the subject of the Contract (check all that apply):

 The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122. 1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

 Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees and District pupils at all times; and/or

 Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor 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 Contractor's employees and its subcontractors' employees is

Name: Harlan French

Title: President/Owner

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



Marysville Joint Unified School District

ATTACHMENT E

**PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION**

PROJECT NAME OR CONTRACT NO.: Provide and Install flooring at Arboga School
between Marysville Joint Unified School District (the "District" or the "Owner") and French's Floor
Fashions (the "Contractor" or the "Bidder").

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project including, without limitation, the District's labor compliance program, if in use on this Project.

Date:

12-15-14

Proper Name of Contractor:

French's Floor Fashions Inc.

Signature:

[Handwritten Signature]


Print Name:

Harlan French


Title:

President / owner

END OF DOCUMENT



State Of California
CONTRACTORS STATE LICENSE BOARD
ACTIVE LICENSE



California
Consumer
Affairs

License Number **826432**


Business Name **FRENCH'S FLOOR FASHIONS INC**

Entity **CORP**

Classification **C15 C54**

Expiration Date **10/31/2015**

www.cslb.ca.gov





P.O. BOX 8192, PLEASANTON, CA 94588

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 07-01-2014

GROUP:
POLICY NUMBER: 1974373-2014
CERTIFICATE ID: 8
CERTIFICATE EXPIRES: 07-01-2015
07-01-2014/07-01-2015

MARYSVILLE UNIFIED SCHOOL DISTRICT
1919 B ST
MARYSVILLE CA 95901-3731

NF

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

Authorized Representative

President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #1600 - FRENCH, ELIZABETH TRES - EXCLUDED.

ENDORSEMENT #1600 - FRENCH, VALERIE V PRES - EXCLUDED.

ENDORSEMENT #1600 - FRENCH, JEFFEREY SEC - EXCLUDED.

ENDORSEMENT #1600 - FRENCH, HARLAN PRES - EXCLUDED.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 07-01-2012 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

FRENCH'S FLOOR FASHIONS, INC.
734 SUTTER ST
YUBA CITY CA 95991

NF

209

[SMA,CN]

PRINTED : 07-01-2014

ACORD CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
07/01/2014PRODUCER (530) 743-7331
Deatsch Insurance Agency, Inc.
P. O. Box 507
320 1st Street
Marysville CA 95901-0507

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
French's Floor Fashions, Inc.
734 Sutter Street
Yuba City CA 95991-INSURERS AFFORDING COVERAGE
INSURER A: Golden Eagle Insurance Co
INSURER B: Century-National Ins. Co.
INSURER C:
INSURER D:
INSURER E:**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR/ADP/LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CBP9726138	05/21/2014	05/21/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BAP0175794	05/21/2014	05/21/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO		/ /	/ /	AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$		/ /	/ /	EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below		/ /	/ /	WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		OTHER		/ /	/ /	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONSCertificate Holder is named as Additional Insured with respect to Commercial General Liability coverage.
*10-Day Notice of Cancellation for Non-Payment of Premium.**CERTIFICATE HOLDER**() - () -
Marysville Joint Unified School District
1919 B Street
Marysville CA 95901-**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Dennis Mercader



OLIVEHURST Ductwork

Marysville Joint Unified School District
1919 B Street, Marysville, California 95901
Maintenance Department 530-749-6183

PUBLIC WORKS CONTRACT FOR SERVICES UNDER \$15,000

THIS CONTRACT made and entered into on December 9, 2014 by and between Dickinson Energy Solutions, hereinafter called the **CONTRACTOR** and the **MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT** hereinafter called the **DISTRICT**.

WITNESSETH; The parties do hereby contract and agree as follows:

1. The **CONTRACTOR** shall furnish labor and materials to the **DISTRICT** in accordance with the **Terms & Conditions set forth in Attachment B hereof and incorporated herein by this reference and any specifications attached** for a total contract price of:

Eleven Thousand two hundred Dollars (\$ 11,200.00)

(MAY NOT EXCEED \$15,000) to be paid in full within thirty (30) days after completion and acceptance

2. Contractor shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following classification: C-20 Contractor. This contract shall commence on December 13, 2014 with work to be completed within fifteen (25) consecutive days and/or by January 6, 2015
(Check contractor license classification appropriateness at:
<http://www.cslb.ca.gov/GeneralInformation/Library/LicensingClassifications/>
and contractor license status at:
<https://www2.cslb.ca.gov/OnlineServices/CheckLicenseII/CheckLicense.aspx>).
3. **SCOPE OF WORK:** By submitting a proposal, contractors warrant that they have made a site examination as they deem necessary as to the condition of the site and certify all measurements, specifications and conditions affecting the work to be performed at the site. Proposals are subject to acceptance by the signing of a contract and issuance of an appropriate purchase order. The District reserves the right to accept or reject any and all quotes and reserves the right to waive any informality in any quote. **CONTRACTOR PROPOSES TO FURNISH LABOR AND MATERIAL IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:** (Describe in detail the scope of the proposed project and materials to be furnished)

- Refer to Exhibit A, attached hereto



State Of California
CONTRACTORS STATE LICENSE BOARD
ACTIVE LICENSE



License Number

485244

Entity **INDIV**

Business Name

DICKINSON ENERGY SOLUTIONS

Classification(s)

C20 C46

Expiration Date

01/31/2016

www.cslb.ca.gov





P.O. BOX 8192, PLEASANTON, CA 94588

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 11-25-2014

GROUP:
 POLICY NUMBER: 9071985-2014
 CERTIFICATE ID: 11
 CERTIFICATE EXPIRES: 10-01-2015
 10-01-2014/10-01-2015

MARYSVILLE JOINT SCHOOL DISTRICT
 1919 B ST
 MARYSVILLE CA 95901-3731

NF

JOB: OLIVEHURST SCHOOL
 1778 MCGOWAN PARKWAY
 OLIVEHURST
 CA 95961

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 10 days advance written notice to the employer.

We will also give you 10 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

Authorized Representative

President and CEO

UNLESS INDICATED OTHERWISE BY ENDORSEMENT, COVERAGE UNDER THIS POLICY EXCLUDES THE FOLLOWING:
 THOSE NAMED IN THE POLICY DECLARATIONS AS AN INDIVIDUAL EMPLOYER OR A HUSBAND AND WIFE EMPLOYER;
 EMPLOYEES COVERED ON A COMPREHENSIVE PERSONAL LIABILITY INSURANCE POLICY ALSO AFFORDING
 CALIFORNIA WORKERS' COMPENSATION BENEFITS; EMPLOYEES EXCLUDED UNDER CALIFORNIA WORKERS'
 COMPENSATION LAW.

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

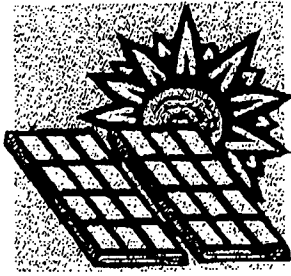
EMPLOYER

DICKINSON, DAVID EARL (SR) DBA: DICKINSON NF
 ENERGY SOLUTIONS
 11408 LOMA RICA RD STE B
 MARYSVILLE CA 95901

213

[P17,NF]

EXHIBIT A



DICKINSON ENERGY SOLUTIONS SOLAR - HEATING - AIR CONDITIONING

PROPOSAL AND CONTRACT

NAME: M.J.U.S.D.

Olivehurst School

DATE: 11/5/14

ADDRESS: 1919 B Street
Marysville, CA. 95901

PHONE NO: 749-6184

PROJECT AND SPECIFICATIONS: Reducting office at Olivehurst School.

SCOPE OF WORK: We are to remove and dispose of old exposed metal ducting on roof. Metal ducting will be replaced with SMACNA compliant metal ducting lined on inside with one inch ductliner insulation manufactured by ADP.

TOTAL SUM OF.....\$11,200.00 - Includes all material and labor at prevailing wage rates.

TERMS: Billed on completion.

PRICES SUBJECT TO CHANGE IF NOT SIGNED WITHIN THIRTY DAYS AND/OR IF JOB IS NOT COMPLETED WITHIN ONE YEAR OF SIGNING.

ALL ACCOUNTS DUE UPON RECEIPT. THERE WILL BE A 1 1/2% INTEREST FEE PER MONTH CHARGED ON ALL BALANCES OVER 30 DAYS.

THIS PROPOSAL IS SUBMITTED IN DUPLICATE. THE RETURN TO US OF ONE. COPY WITH YOUR SIGNATURE SHALL CONSTITUTE A CONTRACT

EXHIBIT A

SUBMITTED: _____

ACCEPTED: _____

DICKINSON ENERGY SOLUTIONS
11408 LOMA RICA RD. SUITE B
MARYSVILLE, CA 95901
Office: 530-743-4933
Fax: 530-743-4950

YOU THE BUYER, MAY CANCEL THIS TRANSACTION AT
ANY TIME PRIOR TO MIDNIGHT OF THIRD BUSINESS
DAY AFTER THE DATE OF THIS CONTRACT.

DAVID E. DICKINSON
LICENSE # 485244

**CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND
REGULATED BY THE CONTRACTORS STATE LICENSE BOARD. ANY
QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE
REGISTRAR OF THE BOARD WHOSE ADDRESS IS: CONTRACTORS
STATE LICENSE BOARD, 3132 BRADSHAW RD., SACRAMENTO, CA 95826**

NOTICE TO OWNER

*UNDER THE MECHANIC'S LEIN LAW, ANY CONTRACTOR, SUB-CONTRACTOR,
LABORER, MATERIALMAN OR OTHER PERSON WHO HELPS TO IMPROVE YOUR
PROPERTY AND IS NOT PAID FOR HIS LABOR, SERVICES OR MATERIAL, HAS A
RIGHT TO ENFORCE HIS CLAIM AGAINST YOUR PROPERTY.*

*UNDER THE LAW, YOU MAY PROTECT YOURSELF AGAINST SUCH CLAIMS BY
FILING, BEFORE COMMENCING SUCH WORK OR IMPROVEMENT, AN ORIGINAL
CONTRACT FOR THE WORK OF IMPROVEMENT OF A MODIFICATION
THEREOF, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY
WHERE THE PROPERTY IS SITUATED AND REQUIRING THAT A CONTRACTOR'S
PAYMENT BOND BE RECORDED IN SUCH OFFICE. SAID BOND SHALL BE IN AN
AMOUNT NOT LESS THAN FIFTY PERCENT OF THE CONTRACT PRICE AND
SHALL, IN ADDITION TO ANY CONDITIONS FOR THE PERFORMANCE OF THE
CONTRACT, BE CONDITIONED FOR THE PAYMENT IN FULL OF THE CLAIMS OF
ALL PERSONS FURNISHING LABOR, SERVICES, EQUIPMENT OR MATERIALS
FOR THE WORK DESCRIBED IN SAID CONTRACT..*



NONCOLLUSION AFFIDAVIT

The party making the foregoing bid certifies that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

SCHOOL SAFETY ACT – COMMUNICATIONS WITH PUPILS

In accordance with Education Code Section 45125.1, the District has determined that fingerprinting and certification will be required of the employees of the contractor who provide services under this contract (certification form attached).

In accordance with Education Code Section 45125.2, the District has determined that an exemption exists under requirements of 45125.1, and that workers may have other than limited contact with students. Therefore, the Contractor is required to provide or agree to one or more of the following: (to be determined by District)

- ☐ Installation of physical barrier at the work site to limit contact with pupils.
- ☐ Surveillance of employees of the Contractor by school personnel.
- ☐ Continual supervision and monitoring of all employees of the Contractor by an employee of the Contractor whom the DOJ has ascertained has not been convicted of a violent or serious felony.

Supervisor's Name: _____

Soc. Sec. No. _____

In accordance with Education Code Section 45125.1, subdivision c, the District has determined that this contract is not subject to Education Code Section 45125.1 (a), because the contractor's employees, including the employees of any subcontractor, will have only "limited contact" with pupils on the site. Justifications is as follows:

☒ Work will be performed on a day or days when school is not in session (holidays, weekend or non-teaching days – may not include after school hours).

☐ Other, describe _____

Signature: _____ Title: DR OF MAINT. Date: 1-21-15
Signature of District Official responsible for assuring selected conditions are met in accordance with Education Code Section 45125.2, if applicable.

Contractor understands that District department staff may monitor and evaluate adherence to these conditions during the performance of their work.

IN WITNESS WHEREOF, the parties hereunto have subscribed to this Contract, including all Contract Documents as listed below:

☐ Work Specs/Scope of Work Statement
☐ Certificates of Insurance
☐ Non Collusion Affidavit
☐ Purchase Order No. _____

☐ Contractor Certification Form – Attachment A
☐ Terms and Conditions dated _____ - Attachment B
☐ Workers' Compensation Certificate – Attachment C and W9 Form

TYPE OF BUSINESS ENTITY

- ☐ Individual
- ☒ Sole Proprietorship
- ☐ Partnership
- ☐ Corporation
- ☐ Other

TAX IDENTIFICATION

68-0119800
Employer Identification Number

Social Security Number

License No: 485244 Classification: C-20 C-46 Expiration Date: 1/31/16

(District Use Only: License verified by [Signature] Date: 1/21/15)

I hereby agree to abide by these terms and conditions if awarded the project as described herein. Under penalty of perjury I certify that I am a duly authorized agent/representative of the company providing this proposal. I also certify that none of the individuals identified on attached certification form (if applicable) or any individual identified above as been convicted of a felony as defined in Education Code 45122.1

Date: 11/28/14

Authorized Signature: [Signature]

Company Name: DICKINSON ENERGY SOLUTIONS Printed Name: ANGIE DICKINSON

Address: 11408 LOMA RICARD, STE. B Title: BOOKKEEPER

MARYSVILLE, CA 95901 Phone: 530-743-4933 Fax: 530-743-4950

Accepted by: [Signature]
Signature of District Representative

Title: ASST. SUPT. Date: 12/8/14



ATTACHMENT A – CONTRACTOR CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1

The District has determined under Education Code Section 45125.1, subdivision (c) that in performing services to this contract, Contractor's employees may have contact with pupils. As required under Education Code Section 45125.1, subdivision (a), Contractor shall require their employees, including the employees of any subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

Contractor shall not permit any employee to perform services who may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has not criminal charges pending for a felony as defined in Section 45122.1.

Contractor shall certify in writing to the District that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1.

Contractor shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Contractor's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Contractor for using employees who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

It is understood that by signing this document Contractor agrees that they are familiar with Education Code Section 45122.1. The following individuals are employees of contractor who may come in contact with pupils in the performance of services in this contract.

Name

Social Security No.

I certify that none of the individuals identified above has been convicted of a felony as defined in Education Code Section 45122.1.

Dated: 11/28/14

DICKINSON ENERGY SOLUTIONS (Company)

Aimee Dickinson (Signature)

BOOKKEEPER (Title)

(Complete only if pertinent)

217



ATTACHMENT B **TERMS AND CONDITIONS**

ARTICLE 1. WAGE RATES: Pursuant to the provisions of article 2 (commencing at section 1770), chapter 1, part 7, divisions 2 of the Labor Code of California, the Director of Industrial Relations has ascertained the general prevailing rate of per diem wages in the locality in which this public work is to be performed for each craft, classification or type of worker needed to execute the contract. Copies of said determinations are on file at District's principal office and available to any interested party on request Refer to web site (www.dir.ca.gov).

Holiday and overtime work, when permitted by law, shall be paid for at a rate of at least one and one-half times the general prevailing rate of per diem wages as determined by the Director of Industrial Relations, unless otherwise specified. Each worker of the Contractor or any of his subcontractors engaged in work on the project shall be paid not less than the general prevailing rate of per diem wages determined by the Director of Industrial Relations, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such workers.

Each worker needed to execute the work on the project shall be paid travel and subsistence payments, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed with the Department of Industrial Relations in accordance with Labor Code section 1173.8.

The Contractor shall, as a penalty to the District, forfeit not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under the contract by him or by any subcontractor under him. Prevailing wage rates shall also be used when determining wages paid for change order items. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of the Contractor's mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor in meeting his prevailing wage obligations, or the Contractor's willful failure to pay the correct rates of prevailing wages. The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor, and the Contractor shall be bound by the provisions of Labor Code section 1775.

Any worker employed to perform work on the project, which work is not covered by any classification listed in the general prevailing rate of per diem wages determined by the Director of Industrial Relations, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to work to be performed. Such minimum wage rate shall be retroactive to the time of initial employment of such person in such classification.

Pursuant to Labor Code section 1773.1, per diem wages are deemed to include employer payments for health and welfare, pension, vacation, travel time, subsistence pay and similar purposes. Contractor shall post at appropriate conspicuous points on the site of project, a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned.

Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman,

apprentice, worker, or other employee employed by him in connection with the public work.

The payroll records required above shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

- a) A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his or her authorized representative on request.
- b) A certified copy of all payroll records shall be made available for inspection or furnished upon request to a representative of District, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.
- c) A certified copy of all payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. The public shall not be given access to such records at the principal office of the Contractor.

Contractor shall file a certified copy of the records required above with the District or entity that requested such records within ten days after receipt of a written request. Any copies of records made available for inspection as copies and furnished upon request to the public or any public agency by the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor shall not be marked or obliterated.

Contractor shall inform the District of the location of the records required above, including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.

In the event of noncompliance with the requirements of this article regarding maintenance of records, the Contractor shall have ten days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this article. Should noncompliance still be evident after such ten-day period, the Contractor shall, as a penalty by the District, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalty shall be withheld from progress payments then due.

ARTICLE 2. APPRENTICES: Apprentices of any crafts or trades may be employed and, when required by Labor Code section 1777.5, shall be employed provided they are properly indentured to the Contract in full compliance with provisions of the Labor Code. The prime contractor shall bear the responsibility of compliance with Labor Code section 1777.5 for all apprenticeable occupations and agrees that he will comply with said section which reads: "Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works. Every apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he is employed, and shall be employed only at the work of the craft or trade to which he is registered."

Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4 (commencing with Section 3070), of Division 3, of the Labor Code, are eligible to be employed on public works. The employment



and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which he or she is training.

When the contractor to whom the contract is awarded by the District, in performing any of the work under the contract or subcontract, employs workers in any apprenticeable craft or trade, the contractor and subcontractor shall apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the site of the public work for a certificate approving the contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, approval as established by the joint apprenticeship committee or committees shall be subject to approval of the Administrator of Apprenticeship. The joint apprenticeship committee or committees, subsequent to approving the subject contractor or subcontractor, shall arrange for the dispatch of apprentices to the contractor or subcontractor in order to comply with this section. Every contractor and subcontractor shall submit contact award information to the applicable joint apprenticeship committee which shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices to be employed, and the approximate date the apprentices will be employed. There shall be an affirmative duty upon the joint apprenticeship committee or committees administering the apprenticeship standards of the craft or trade in the area of the site of the public work to ensure equal employment and affirmative action in apprenticeship for women and minorities. Contractors or subcontractors shall not be required to submit individual applications for approval to local joint apprenticeship committees provided they are already covered by the local apprenticeship standards. The ratio of work performed by apprentices to journeymen who shall be employed in the craft or trade on the public work may be the ratio stipulated in the apprenticeship standards under which the joint apprenticeship committee operates, but, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of labor performed by a journeyman. However, the minimum ratio for the land surveyor classification shall not be less than one apprentice for each five journeymen.

Any ratio shall apply during any day or portion of a day when any journeyman, or the higher standard stipulated by the joint apprenticeship committee, is employed at the job site and shall be computed on the basis of the hours worked during the day by journeymen so employed, except for the land surveyor classification. The Contractor shall employ apprentices for the number of hours computed as above before the end of the contract. However, the Contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the job site. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Division of Apprenticeship Standards, upon application of a joint apprenticeship committee, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

The Contractor or subcontractor, if he is covered by this section, upon the issuance of the approval certificate, or if he has been previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the apprenticeship standards. Upon proper showing by the Contractor that he employs apprentices in such craft or trade in the state on all of his contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by a journeyman, or in the land surveyor classification, one apprentice for each five journeymen, the Division of Apprenticeship Standards may grant a certificate exempting the Contractor from the 1-to-5 hourly ratio as set forth in the section. This section shall not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor, when the contracts of general contractors

or those specialty contractors involve less than thirty thousand (\$30,000) or 20 working days. This section shall not use any work performed by a journeyman in excess of eight hours per day or 40 hours per week to calculate the hourly ratio.

"Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with the rules and regulations prescribed by the Apprenticeship Council. The joint apprenticeship committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting a contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met: a) Unemployment for the previous three-month period in such area exceeds an average of 15 percent. b) The number of apprentices in training in such area exceeds a ratio of 1-to-5. c) If there is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis, or on a local basis. d) Assignment of an apprentice to any work performed under a public works contract would create a condition which would jeopardize his life, or the life, safety, or property of fellow employees or the public at large or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

When exemptions are granted to an organization which represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

A contractor to whom the contract is awarded, or any subcontractor under him who, employs journeymen or apprentices in any apprenticeable craft or trade to perform work under the contract and who is not contributing to a fund or funds to administer and conduct the apprenticeship program in any craft or trade in the area of the site of the public work, to which fund or funds other contractors in the area of the site of the public work are contributing, shall contribute to the fund or funds in each craft or trade in which he employs journeymen or apprentices on the public work in the same amount or upon the same basis and in the same manner as the other contractors do. Where the trust fund administrators are unable to accept the fund, contractors not signatory to the trust agreement shall pay a like amount to the California Apprenticeship Council. This contractor or subcontractor may add the amount of the contributions in computing his bid for the contract. The Division of Labor Standards Enforcement is authorized to enforce the payment of the contributions to the fund or funds as set forth in Labor Code Section 227.

The District awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor. All decisions of the joint apprenticeship committee under this section are subject to Labor Code Section 3081.

ARTICLE 3. WORK HOURS: As provided in article 3 (commencing at section 1810), chapter 1, part 7, division 2 of the Labor Code, eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by the Contractor or by any subcontractor on any subcontract under this contract upon the work or upon any part of the work contemplated by this contract is limited and restricted to eight (8) hours during any one-calendar day and forty (40) hours during any one-calendar week, except as hereinafter provided. Notwithstanding the provisions hereinabove set forth, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight



(8) hours per day at not less than one and one-half times the basic rate of pay.

The Contractor and every subcontractor shall keep accurate record showing the name and actual hours worked each calendar day and each calendar week by each worker employed by him in connection with the work or any part of the work contemplated by this contract. The record shall be kept open at all reasonable hours to the inspection of the District and the Division of Labor Law Enforcement, Department of Industrial Relations of the State of California.

The Contractor shall pay to the District a penalty of twenty-five dollars (\$25) for each worker employed in the execution of this contract by the Contractor or by any subcontractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week in violation of the provisions of article 3 (commencing at section 1810), chapter 1, part 7, division 2 of the Labor Code.

Any work necessary to be performed after regular working hours, or on Sundays or other holidays shall be performed without additional expense to District

ARTICLE 4. SUBCONTRACTING: Contractor agrees to bind every subcontractor by terms of the contract as far as such terms are applicable to subcontractor's work. If Contractor shall subcontract any part of this contract, Contractor shall be fully responsible to District for acts and omissions of subcontractor and of persons either directly or indirectly employed. Nothing contained in contract documents shall create any contractual relation between any subcontractor and District.

ARTICLE 5. ASSIGNMENT: Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations under this contract without prior written consent of District.

ARTICLE 6. WORKERS' COMPENSATION INSURANCE: The Contractor shall provide, during the life of this contract, workers' compensation insurance for all its employees engaged in work under this contract, or at the site of the project, and if work is sublet, the Contractor shall require the subcontractor similarly to provide workers' compensation insurance for all the latter's employees. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by the Contractor's insurance. The Contractor shall provide to the District a Certificate regarding Workers' Compensation available from the District prior to performing the work of the contract.

ARTICLE 7. PROOF OF INSURANCE: Contractor must provide Commercial General Liability Insurance (including automobile insurance) which provides limits of not less than \$1,000,000 per occurrence (combined single limit) and \$2,000,000 Project Specific Aggregate (for this project only). Any general liability policy provided by Contractor hereunder shall contain an endorsement which applies its coverage to District, members of District's Board of Trustees, and the officers, agents, employees and volunteers of District, the State Allocation Board, if applicable, the architect, and the architect's consultants, if applicable, individually and collectively as additional insured. Coverage additional to that shown above to be evidenced in a provided Certificate of Insurance is as follows: Products-Comp/Ops Aggregate \$1,000,000; Automobile \$1,000,000; Personal and Advertising Injury \$1,000,000; Each Occurrence \$1,000,000; Fire Damage minimum \$100,000*; Medical Expense (per person) \$5,000. *Activities that place buildings at risk for fire (use of kitchen, portable lighting, heavy electrical gear, etc. must have a \$1,000,000 Property/Fire limit.

The limits set forth above shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit contractor's indemnification obligations to District, and shall not

preclude the District from taking such other actions available to District under other provisions of the contract documents or law.

Contractor and any subcontractor shall not commence work nor shall he allow any subcontractor to commence work under this contract until all required insurance certificates have been delivered to and approved by District.

ARTICLE 8. INDEMNIFICATION: District shall not be liable for, and Contractor shall defend and indemnify District against any and all claims, demands, liability, judgements, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this contract arising either directly or indirectly from any act, error, omission or negligence of Contractor or its contractors, licensees, agents, servants or employees, including, without limitation, Claims caused by the concurrent act, error, omission or negligence of District or its agents or employees. However, Contractor shall have no obligation to defend or indemnify District from a Claim if its determined by a court of competent jurisdiction that such Claim was caused by the active negligence, sole negligence, or willful misconduct of District or its agents or employees.

ARTICLE 9. MATERIALS: Contractor warrants good title to all material, supplies and equipment installed or including in the work. Except as otherwise specifically stated in this contract, Contractor shall provide and pay for all materials, labor, tools, equipment, water, lights, power, transportation, superintendence, temporary constructions of every nature, and all other services and facilities of every nature whatsoever necessary to execute and complete this contract within specified time. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of good quality. Materials shall be furnished in ample quantities and at such times as to insure uninterrupted progress of work. Contractor shall be entirely responsible for damage or loss by weather or other causes to materials or work under this contract.

ARTICLE 10. PATENTS, ROYALTIES AND INDEMNITIES: The Contractor shall hold and save the District and its officers, agents and employees harmless from liability of any nature or kind, including cost and expense, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of this contract, including its use by the District, unless otherwise specifically stipulated in the contract documents.

ARTICLE 11. GUARANTEE: Besides guarantees required elsewhere, Contractor shall, and hereby does, guarantee all work for a period of one year after date of acceptance of work by District and shall repair or replace any or all such work, together with any other work, which may be displaced in so doing, that may prove defective in workmanship and/or materials within a one year period from date of acceptance without expense whatsoever to District, ordinary wear and tear, unusual abuse or neglect excepted. District will give notice of observed defects with reasonable promptness. Contractor shall notify District upon completion of repairs.

This article does not in any way limit the guarantee of any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish District all appropriate guarantee or warranty certificates upon completion of the project.

ARTICLE 12. PROTECTION OF WORK AND PROPERTY: The Contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of this contract and shall be responsible for the proper care and protection of all materials delivered and work performed until



completion and final acceptance by the District. All work shall be solely at the Contractor's risk. Contractor shall adequately protect adjacent property from settlement or loss of lateral support as provided by law and contract documents. Contractor shall take all necessary precautions for safety of employees on the work and shall comply with all applicable safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to premises where work is being performed. Contractor shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safeguards, signs, barriers, light and watchmen for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of construction. Contractor shall designate a responsible member of the organization on the work, whose duty shall be prevention of accidents. Contractor shall report name and position of person so designated to District.

ARTICLE 13. DISTRICT'S RIGHT TO TERMINATE CONTRACT: If the Contractor refuses or fails to prosecute the work or any separable part thereof with such diligence as will insure its completion within the time specified or any extension thereof, or fails to complete said work within such time, or if the Contractor should be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of insolvency, or if Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials to complete the work in time specified, or should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, ordinances or instructions of District, or otherwise be guilty of a substantial violation of any provision of the contract, or if Contractor or subcontractors should violate any of the provisions of this contract, then District may, without prejudice to any other right or remedy, serve written notice upon Contractor and surety of its intention to terminate this contract, such notice to contain the reasons for such intention to terminate, and unless within ten days after the service of such notice such condition shall cease or such violation shall cease and satisfactory arrangements for the correction thereof be made, this contract shall upon the expiration of said ten (10) days, cease and terminate.

ARTICLE 14. COMPLIANCE WITH STORM WATER PERMIT

Contractor shall be required to comply with all conditions of the State Water Resources Control Board ("State Water Board") National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity ("Permit") – General NPDES Permit No. CAS000004 adopted by the State Water Resources Control Board. Contractor shall be responsible for filing the Notice of Intent and for obtaining the Permit and include all costs in the Contract amount. Contractor shall be responsible for procuring, implementing and complying with the provisions, monitoring and reporting requirements as required by the Permit. Contractor shall provide copies of all reports and monitoring information to the District Representative. Failure to comply with the Permit is in violation of federal and state law.

ARTICLE 15. CLEAN UP: Contractor at all times shall keep premises free from debris such as waste, rubbish and excess materials and equipment caused by his work; debris shall be removed from premises. Contractor shall not leave debris under, in, or about the premises. Upon completion of work Contractor shall clean interior and exterior of building including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections and any areas where debris has collected so surfaces are free from foreign material or discoloration; Contractor shall clean and polish all glass, plumbing fixtures and finish hardware and similar finish surfaces and equipment and remove temporary fencing, barricades, planking and construction toilet and similar temporary facilities from site.

ARTICLE 16. PROVISIONS REQUIRED BY LAW DEEMED

INSERTED: Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provisions is not inserted, or is not correctly inserted then upon application of either party the contract shall forthwith be physically amended to make such insertion or correct.

ARTICLE 17. EXCAVATION DEEPER THAN FOUR FEET: If this contract involves digging trenches or other excavations that extend deeper than four feet below the surface, then all of the following apply:

- a. The Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing of any: (1) Material that the Contractor believes may be material that is hazardous waste, as defined in section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law. (2) Subsurface or latent physical conditions at the site differing from those indicated. (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract.
- b. Upon receiving any such notice, the District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in this contract.
- c. In the event that a dispute arises between the District and the Contractor whether the conditions materially differ or involve hazardous waste, or cause a decrease or increase in the Contractors' cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by this contract, but shall proceed with all work to be performed under the contract. A contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protest between the contracting parties.

ARTICLE 18. REMOVAL OR RELOCATION OF MAIN OR TRUNKLINE UTILITY FACILITIES:

The Contractor shall not be assessed for liquidated damages for delay in completion of this project, when such delay was caused by the failure of the awarding authority of this contract or the owner of the utility to provide for removal or relocation of the existing main or trunkline utility facilities; however, when the Contractor is aware that removal or relocation of an existing utility has not been provided for, Contractor shall promptly notify the awarding authority and the utility in writing, so that provision for such removal or relocation may be made to avoid and minimize any delay which might be caused by the failure to remove or relocate the main or trunkline utility facilities, or to provide for its removal or relocation. In accordance with section 4215 of the Government Code, if the Contractor while performing the contract discovers any existing main or trunkline utility facilities not identified by the public agency in the contract plans or specifications, he shall immediately notify the public agency and utility in writing. The public utility, where they are the owners, shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price. The Contractor shall be compensated for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work.

ARTICLE 19. CHANGE ORDERS: Change orders may not cause the total aggregate cost of the project to exceed \$15,000 or the project will become subject to competitive bidding. The District, without



invalidating contract, and as provided by law, may order extra work or make changes by altering, adding to, or deducting from work, the contract sum being adjusted accordingly. All such work shall be subject to prevailing wage rates and shall be executed under the conditions of the original contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change. In giving instructions, Contractor agrees that the District shall have authority to make minor changes in work, not involving change in cost, and not inconsistent with the purposes or approvals of the project. Otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless pursuant to a written order from District, and no claim for an addition to the contract sum shall be valid unless so ordered.

ARTICLE 20. RESOLUTION OF CONSTRUCTION CLAIMS OF \$375,000 OR LESS: For public work claims of \$375,000 or less between Contractor and District, if District has not elected to resolve disputes by arbitration pursuant to article 7.2 (commencing with section 10240) of chapter 1 of part 2 of the Public Contract Code, the provisions of article 1.5 (commencing with section 20104) of chapter 1 of part 3 of the Public Contract Code apply ("Article 1.5").

For purposes of Article 1.5, "public work" has the same meaning as in section 3100 and 3106 of the Civil Code. "Claim" means a separate demand by Contractor for a time extension, or payment of money or damages for work done by or for Contractor, payment for which is not otherwise expressly provided in the contract or to which Contractor would not otherwise be entitled, or a payment disputed by District.

Each claim shall be submitted in writing before the date of final payment and shall include all necessary substantiating documentation. District shall respond in writing within forty-five (45) days of receipt of the claim if the claim is less than \$50,000 ("\$50,000 claim") or within sixty (60) days of receipt of the claim, if the claim is over \$50,000 but less than or equal to \$375,000 ("\$50,000-\$375,000 claim"). In either case, District may request in writing within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the District may have against the claimant. Any additional information shall be requested and provided upon mutual agreement of the District and the claimant. District's written response to the claim shall be submitted to claimant within fifteen (15) days after receipt of the further documentation for \$50,000 claims or within thirty (30) days after receipt of the further documentation for \$50,000-\$375,000 claims or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

Within fifteen (15) days of receipt the District's response, if claimant disputes District's written response or within fifteen (15) days of the District's failure to respond within the time prescribed, the claimant shall provide written notification to District demanding an informal conference to meet and confer ("conference") to be scheduled by the District within thirty (30) days. If the claim or any portion of the claim remains in dispute following the meet and confer ("meet and conference") to be scheduled by the District within 30 days. If the claim or any portion of the claim remains in dispute following the meet and confer conference, the claimant may file a claim as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the period of time within which a claim must be filed is tolled from the time the claimant submits a written claim until the time the claim is denied, including time utilized as a result of the meet and confer process.

If a civil action is filed to resolve claims within sixty (60) days (but no earlier than thirty (30) days) following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation

process shall provide that both parties select a disinterested third person mediator within fifteen (15) days, shall be commenced within thirty (30) days of the submittal and concluded within fifteen (15) days from the commencement of the mediation unless time is extended upon a good case showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

If the material remains in dispute, the case shall be submitted to judicial arbitration pursuant to chapter 2.5 (commencing with section 1141.10) of title 3 of part 3 of the Code of Civil Procedure, notwithstanding section 1141.11 of that code. The Civil Discovery Act of 1986 (article 3, commencing with section 2016, of chapter 3 of title 3 or part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration. The court may, upon request by any party, order any witness to participate in the mediation or arbitration process.

Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates not to exceed their customary rate. Such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall state or county funds pay these fees or expenses. Any party who, after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgement, shall pay the attorney's fees of the other party arising out of the trial de novo in addition to payment of costs and fees required under chapter 2.5 (commencing with section 1141.10) of title 3 of part 3 of the Code of Civil Procedure. District shall not fail to pay any portion of a claim which is undisputed unless otherwise provided herein and shall pay interest at the legal rate commencing on the date the suit is filed in court on any arbitration award or judgement.

ARTICLE 21. DRUG FREE/SMOKE FREE/ALCOHOL FREE POLICY: All District sites are designated drug free/smoke free/alcohol free. The use or abuse of controlled substances, tobacco products and alcohol will not be tolerated.

THIS CONCLUDES THE GENERAL TERMS AND CONDITIONS DATED 12/8/14
consisting of Article 1 through Article 21




ATTACHMENT C
CONTRACTOR'S CERTIFICATE REGARDING
WORKERS' COMPENSATION

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.



Signature, Contractor's Authorize Representative

ANGIE DICKINSON

Name of Contractor's Authorized Representative, (Printed or Typed)

(In accordance with article 5 (commencing at section 1860), chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)



Marysville Joint Unified School District

ATTACHMENT D

This Criminal Background - Fingerprinting Certification form **must** be taken to our **Purchasing Department** at the Marysville Joint Unified School District, 1919 B Street, Marysville, CA 95901.

CRIMINAL BACKGROUND
INVESTIGATION/ FINGERPRINTING CERTIFICATION

PROJECT NAME OR CONTRACT NO.: Remove and replace Exterior ductwork at Olivehurst School between the Marysville Joint Unified School District ("District" or "Owner") and Dickinson Energy Solutions. ("Contractor" or "Bidder").

The undersigned does hereby certify to the governing board of the District as follows:

That I am a representative of the Contractor currently under contract ("Contract") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken at least one of the following actions with respect to the construction Project that is the subject of the Contract (check all that apply):

☒ The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122. 1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

☐ Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees and District pupils at all times; and/or

☐ Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor 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 Contractor's employees and its subcontractors' employees is

Name: ANGIE DICKINSON

Title: BOOK KEEPER

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



Marysville Joint Unified School District

ATTACHMENT E

**PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION**

PROJECT NAME OR CONTRACT NO.: Remove and replace Exterior ductwork at Olivehurst School
between Marysville Joint Unified School District (the "District" or the "Owner") and Dickinson Energy
Solutions (the "Contractor" or the "Bidder").

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project including, without limitation, the District's labor compliance program, if in use on this Project.

Date: 11/18/14

Proper Name of Contractor: DICKINSON ENERGY SOLUTIONS

Signature: Angie Dickinson

Print Name: ANGIE DICKINSON

Title: BOOKKEEPER

END OF DOCUMENT

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. DAVID E DICKINSON	
	2 Business name/disregarded entity name, if different from above DICKINSON ENERGY SOLUTIONS	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) 11408 LOMA RICA RD SUITE B	Requester's name and address (optional) M.J.U.S.D.
	6 City, state, and ZIP code MARYSVILLE CA 95901	1919 B STREET MARYSVILLE CA 95901
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.	<table border="1"><tr><td colspan="9">Social security number</td></tr><tr><td></td><td></td><td></td><td>-</td><td></td><td></td><td></td><td></td><td></td></tr><tr><td colspan="9">or</td></tr><tr><td colspan="9">Employer identification number</td></tr><tr><td>6</td><td>8</td><td></td><td>-</td><td>0</td><td>1</td><td>1</td><td>9</td><td>8 0 0</td></tr></table>	Social security number												-						or									Employer identification number									6	8		-	0	1	1	9	8 0 0
Social security number																																														
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Employer identification number																																														
6	8		-	0	1	1	9	8 0 0																																						

Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.	<table border="1"><tr><td colspan="2">Sign Here</td><td>Signature of U.S. person ▶ <i>Angie Dickinson</i></td><td>Date ▶ <i>1/21/15</i></td></tr></table>	Sign Here		Signature of U.S. person ▶ <i>Angie Dickinson</i>	Date ▶ <i>1/21/15</i>
Sign Here		Signature of U.S. person ▶ <i>Angie Dickinson</i>	Date ▶ <i>1/21/15</i>		

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



**Marysville Joint Unified School District
1919 B Street, Marysville, California 95901
Maintenance Department 530-749-6183**

PUBLIC WORKS CONTRACT FOR SERVICES UNDER \$15,000

THIS CONTRACT made and entered into on December 15, 2014 by and between Jeff Huber Construction, hereinafter called the **CONTRACTOR** and the **MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT** hereinafter called the **DISTRICT**.

WITNESSETH; The parties do hereby contract and agree as follows:

1. The **CONTRACTOR** shall furnish labor and materials to the **DISTRICT** in accordance with the **Terms & Conditions set forth in Attachment B hereof and incorporated herein by this reference and any specifications attached** for a total contract price of:

Eleven Thousand Three Hundred Fifteen Dollars (\$ 11,315.00)

(MAY NOT EXCEED \$15,000) to be paid in full within thirty (30) days after completion and acceptance

2. Contractor shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following classification: B General Contractor. This contract shall commence on December 20, 2014 with work to be completed within Twenty Two (22) consecutive days and/or by January 10, 2015 (Check contractor license classification appropriateness at: <http://www.cslb.ca.gov/GeneralInformation/Library/LicensingClassifications/> and contractor license status at: <https://www2.cslb.ca.gov/OnlineServices/CheckLicenseII/CheckLicense.aspx>).
3. **SCOPE OF WORK:** By submitting a proposal, contractors warrant that they have made a site examination as they deem necessary as to the condition of the site and certify all measurements, specifications and conditions affecting the work to be performed at the site. Proposals are subject to acceptance by the signing of a contract and issuance of an appropriate purchase order. The District reserves the right to accept or reject any and all quotes and reserves the right to waive any informality in any quote. **CONTRACTOR PROPOSES TO FURNISH LABOR AND MATERIAL IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:** (Describe in detail the scope of the proposed project and materials to be furnished)
 - Refer to Exhibit A, attached hereto

EXHIBIT A

Estimate

Number E290

Date 12/14/2014

Bill To
MJUSD
C/O Terry Biladeau

Project
Kynoch Play Area

Description	Amount
Saw cut,dig footings, forms ,and tie steel	\$3,650.00
Materials(forms,steel, stakes.screws.....)	\$2,450.00
10.5 yds concrete with fiber	\$1,200.00
Pour, Finish , Clean up Labor	\$2,240.00
Concrete Pumper	\$600.00
Dump fees	\$125.00
10% Profit and Overhead	\$1,050.00

Sub Total \$11,315.00

Total \$11,315.00



NONCOLLUSION AFFIDAVIT

The party making the foregoing bid certifies that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

SCHOOL SAFETY ACT – COMMUNICATIONS WITH PUPILS

In accordance with Education Code Section 45125.1, the District has determined that fingerprinting and certification will be required of the employees of the contractor who provide services under this contract (certification form attached).

In accordance with Education Code Section 45125.2, the District has determined that an exemption exists under requirements of 45125.1, and that workers may have other than limited contact with students. Therefore, the Contractor is required to provide or agree to one or more of the following: (to be determined by District)

- ☐ Installation of physical barrier at the work site to limit contact with pupils.
- ☐ Surveillance of employees of the Contractor by school personnel.
- ☐ Continual supervision and monitoring of all employees of the Contractor by an employee of the Contractor whom the DOJ has ascertained has not been convicted of a violent or serious felony.

Supervisor's Name: _____
Soc. Sec. No. _____

In accordance with Education Code Section 45125.1, subdivision c, the District has determined that this contract is not subject to Education Code Section 45125.1 (a), because the contractor's employees, including the employees of any subcontractor, will have only "limited contact" with pupils on the site. Justifications is as follows:

- ☒ Work will be performed on a day or days when school is not in session (holidays, weekend or non-teaching days – may not include after school hours).
- ☐ Other, describe _____

Signature: _____ Title: DIR OF MAINT Date: 1-21-14
Signature of District Official responsible for assuring selected conditions are met in accordance with Education Code Section 45125.2, if applicable.

Contractor understands that District department staff may monitor and evaluate adherence to these conditions during the performance of their work.

IN WITNESS WHEREOF, the parties hereunto have subscribed to this Contract, including all Contract Documents as listed below:

- | | |
|---|---|
| <input type="checkbox"/> Work Specs/Scope of Work Statement | <input type="checkbox"/> Contractor Certification Form – Attachment A |
| <input type="checkbox"/> Certificates of Insurance | <input type="checkbox"/> Terms and Conditions dated _____ - Attachment B |
| <input type="checkbox"/> Non Collusion Affidavit | <input type="checkbox"/> Workers' Compensation Certificate – Attachment C |
| <input type="checkbox"/> Purchase Order No. _____ | <input type="checkbox"/> and W9 Form |

TYPE OF BUSINESS ENTITY

- ☐ Individual
- ☒ Sole Proprietorship
- ☐ Partnership
- ☐ Corporation
- ☐ Other

TAX IDENTIFICATION

Employer Identification Number _____
Social Security Number 552-37-7698

License No: 955541 Classification: B Expiration Date: 12-15
(District Use Only: License verified by [Signature] Date: 1-21-15)

I hereby agree to abide by these terms and conditions if awarded the project as described herein. Under penalty of perjury I certify that I am a duly authorized agent/representative of the company providing this proposal. I also certify that none of the individuals identified on attached certification form (if applicable) or any individual identified above as been convicted of a felony as defined in Education Code 45122.

Date: 12-15-14 Authorized Signature: [Signature]
Company Name: Jeff Huber Construction Printed Name: Jeff Huber
Address: 414 Coville Ave Title: Owner
MSL Ca 95901 Phone: _____ Fax: _____

Accepted by: [Signature] Title: ASST. Supt. - BUSINESS Date: 12/15/14
Signature of District Representative



ATTACHMENT A – CONTRACTOR CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1

The District has determined under Education Code Section 45125.1, subdivision (c) that in performing services to this contract, Contractor's employees may have contact with pupils. As required under Education Code Section 45125.1, subdivision (a), Contractor shall require their employees, including the employees of any subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

Contractor shall not permit any employee to perform services who may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has not criminal charges pending for a felony as defined in Section 45122.1.

Contractor shall certify in writing to the District that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1.

Contractor shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Contractor's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Contractor for using employees who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

It is understood that by signing this document Contractor agrees that they are familiar with Education Code Section 45122.1. The following individuals are employees of contractor who may come in contact with pupils in the performance of services in this contract.

Name

Social Security No.

I certify that none of the individuals identified above has been convicted of a felony as defined in Education Code Section 45122.1.

Dated: 12-15-14

Jeff Huber Construction (Company)

Jeff Huber (Signature)

Owner (Title)

(Complete only if pertinent)

230



ATTACHMENT B

TERMS AND CONDITIONS

ARTICLE 1. WAGE RATES: Pursuant to the provisions of article 2 (commencing at section 1770), chapter 1, part 7, divisions 2 of the Labor Code of California, the Director of Industrial Relations has ascertained the general prevailing rate of per diem wages in the locality in which this public work is to be performed for each craft, classification or type of worker needed to execute the contract. Copies of said determinations are on file at District's principal office and available to any interested party on request Refer to web site (www.dir.ca.gov).

Holiday and overtime work, when permitted by law, shall be paid for at a rate of at least one and one-half times the general prevailing rate of per diem wages as determined by the Director of Industrial Relations, unless otherwise specified. Each worker of the Contractor or any of his subcontractors engaged in work on the project shall be paid not less than the general prevailing rate of per diem wages determined by the Director of Industrial Relations, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such workers.

Each worker needed to execute the work on the project shall be paid travel and subsistence payments, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed with the Department of Industrial Relations in accordance with Labor Code section 1173.8.

The Contractor shall, as a penalty to the District, forfeit not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under the contract by him or by any subcontractor under him. Prevailing wage rates shall also be used when determining wages paid for change order items. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of the Contractor's mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor in meeting his prevailing wage obligations, or the Contractor's willful failure to pay the correct rates of prevailing wages. The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor, and the Contractor shall be bound by the provisions of Labor Code section 1775.

Any worker employed to perform work on the project, which work is not covered by any classification listed in the general prevailing rate of per diem wages determined by the Director of Industrial Relations, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to work to be performed. Such minimum wage rate shall be retroactive to the time of initial employment of such person in such classification.

Pursuant to Labor Code section 1773.1, per diem wages are deemed to include employer payments for health and welfare, pension, vacation, travel time, subsistence pay and similar purposes. Contractor shall post at appropriate conspicuous points on the site of project, a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned.

Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman,

apprentice, worker, or other employee employed by him in connection with the public work.

The payroll records required above shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

- a) A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his or her authorized representative on request.
- b) A certified copy of all payroll records shall be made available for inspection or furnished upon request to a representative of District, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.
- c) A certified copy of all payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. The public shall not be given access to such records at the principal office of the Contractor.

Contractor shall file a certified copy of the records required above with the District or entity that requested such records within ten days after receipt of a written request. Any copies of records made available for inspection as copies and furnished upon request to the public or any public agency by the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor shall not be marked or obliterated.

Contractor shall inform the District of the location of the records required above, including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.

In the event of noncompliance with the requirements of this article regarding maintenance of records, the Contractor shall have ten days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this article. Should noncompliance still be evident after such ten-day period, the Contractor shall, as a penalty by the District, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalty shall be withheld from progress payments then due.

ARTICLE 2. APPRENTICES: Apprentices of any crafts or trades may be employed and, when required by Labor Code section 1777.5, shall be employed provided they are properly indentured to the Contractor in full compliance with provisions of the Labor Code. The prime contractor shall bear the responsibility of compliance with Labor Code section 1777.5 for all apprenticeable occupations and agrees that he will comply with said section which reads: "Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works. Every apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he is employed, and shall be employed only at the work of the craft or trade to which he is registered."

Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4 (commencing with Section 3070), of Division 3, of the Labor Code, are eligible to be employed on public works. The employment



and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which he or she is training.

When the contractor to whom the contract is awarded by the District, in performing any of the work under the contract or subcontract, employs workers in any apprenticeable craft or trade, the contractor and subcontractor shall apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the site of the public work for a certificate approving the contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, approval as established by the joint apprenticeship committee or committees shall be subject to approval of the Administrator of Apprenticeship. The joint apprenticeship committee or committees, subsequent to approving the subject contractor or subcontractor, shall arrange for the dispatch of apprentices to the contractor or subcontractor in order to comply with this section. Every contractor and subcontractor shall submit contact award information to the applicable joint apprenticeship committee which shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices to be employed, and the approximate date the apprentices will be employed. There shall be an affirmative duty upon the joint apprenticeship committee or committees administering the apprenticeship standards of the craft or trade in the area of the site of the public work to ensure equal employment and affirmative action in apprenticeship for women and minorities. Contractors or subcontractors shall not be required to submit individual applications for approval to local joint apprenticeship committees provided they are already covered by the local apprenticeship standards. The ratio of work performed by apprentices to journeymen who shall be employed in the craft or trade on the public work may be the ratio stipulated in the apprenticeship standards under which the joint apprenticeship committee operates, but, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of labor performed by a journeyman. However, the minimum ratio for the land surveyor classification shall not be less than one apprentice for each five journeymen.

Any ratio shall apply during any day or portion of a day when any journeyman, or the higher standard stipulated by the joint apprenticeship committee, is employed at the job site and shall be computed on the basis of the hours worked during the day by journeymen so employed, except for the land surveyor classification. The Contractor shall employ apprentices for the number of hours computed as above before the end of the contract. However, the Contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the job site. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Division of Apprenticeship Standards, upon application of a joint apprenticeship committee, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

The Contractor or subcontractor, if he is covered by this section, upon the issuance of the approval certificate, or if he has been previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the apprenticeship standards. Upon proper showing by the Contractor that he employs apprentices in such craft or trade in the state on all of his contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by a journeyman, or in the land surveyor classification, one apprentice for each five journeymen, the Division of Apprenticeship Standards may grant a certificate exempting the Contractor from the 1-to-5 hourly ratio as set forth in the section. This section shall not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor, when the contracts of general contractors

or those specialty contractors involve less than thirty thousand (\$30,000) or 20 working days. This section shall not use any work performed by a journeyman in excess of eight hours per day or 40 hours per week to calculate the hourly ratio.

"Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with the rules and regulations prescribed by the Apprenticeship Council. The joint apprenticeship committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting a contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met: a) Unemployment for the previous three-month period in such area exceeds an average of 15 percent. b) The number of apprentices in training in such area exceeds a ratio of 1-to-5. c) If there is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis, or on a local basis. d) Assignment of an apprentice to any work performed under a public works contract would create a condition which would jeopardize his life, or the life, safety, or property of fellow employees or the public at large or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

When exemptions are granted to an organization which represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

A contractor to whom the contract is awarded, or any subcontractor under him who, employs journeymen or apprentices in any apprenticeable craft or trade to perform work under the contract and who is not contributing to a fund or funds to administer and conduct the apprenticeship program in any craft or trade in the area of the site of the public work, to which fund or funds other contractors in the area of the site of the public work are contributing, shall contribute to the fund or funds in each craft or trade in which he employs journeymen or apprentices on the public work in the same amount or upon the same basis and in the same manner as the other contractors do. Where the trust fund administrators are unable to accept the fund, contractors not signatory to the trust agreement shall pay a like amount to the California Apprenticeship Council. This contractor or subcontractor may add the amount of the contributions in computing his bid for the contract. The Division of Labor Standards Enforcement is authorized to enforce the payment of the contributions to the fund or funds as set forth in Labor Code Section 227.

The District awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor. All decisions of the joint apprenticeship committee under this section are subject to Labor Code Section 3081.

ARTICLE 3. WORK HOURS: As provided in article 3 (commencing at section 1810), chapter 1, part 7, division 2 of the Labor Code, eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by the Contractor or by any subcontractor on any subcontract under this contract upon the work or upon any part of the work contemplated by this contract is limited and restricted to eight (8) hours during any one-calendar day and forty (40) hours during any one-calendar week, except as hereinafter provided. Notwithstanding the provisions hereinabove set forth, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight



(8) hours per day at not less than one and one-half times the basic rate of pay.

The Contractor and every subcontractor shall keep accurate record showing the name and actual hours worked each calendar day and each calendar week by each worker employed by him in connection with the work or any part of the work contemplated by this contract. The record shall be kept open at all reasonable hours to the inspection of the District and the Division of Labor Law Enforcement, Department of Industrial Relations of the State of California.

The Contractor shall pay to the District a penalty of twenty-five dollars (\$25) for each worker employed in the execution of this contract by the Contractor or by any subcontractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week in violation of the provisions of article 3 (commencing at section 1810), chapter 1, part 7, division 2 of the Labor Code.

Any work necessary to be performed after regular working hours, or on Sundays or other holidays shall be performed without additional expense to District

ARTICLE 4. SUBCONTRACTING: Contractor agrees to bind every subcontractor by terms of the contract as far as such terms are applicable to subcontractor's work. If Contractor shall subcontract any part of this contract, Contractor shall be fully responsible to District for acts and omissions of subcontractor and of persons either directly or indirectly employed. Nothing contained in contract documents shall create any contractual relation between any subcontractor and District.

ARTICLE 5. ASSIGNMENT: Contractor shall not assign or transfer by operation or law or otherwise any or all of its rights, burdens, duties, or obligations under this contract without prior written consent of District.

ARTICLE 6. WORKERS' COMPENSATION INSURANCE: The Contractor shall provide, during the life of this contract, workers' compensation insurance for all its employees engaged in work under this contract, or at the site of the project, and if work is sublet, the Contractor shall require the subcontractor similarly to provide workers' compensation insurance for all the latter's employees. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by the Contractor's insurance. The Contractor shall provide to the District a Certificate regarding Workers' Compensation available from the District prior to performing the work of the contract.

ARTICLE 7. PROOF OF INSURANCE: Contractor must provide Commercial General Liability Insurance (including automobile insurance) which provides limits of not less than \$1,000,000 per occurrence (combined single limit) and \$2,000,000 Project Specific Aggregate (for this project only). Any general liability policy provided by Contractor hereunder shall contain an endorsement which applies its coverage to District, members of District's Board of Trustees, and the officers, agents, employees and volunteers of District, the State Allocation Board, if applicable, the architect, and the architect's consultants, if applicable, individually and collectively as additional insured. Coverage additional to that shown above to be evidenced in a provided Certificate of Insurance is as follows: Products-Comp/Ops Aggregate \$1,000,000; Automobile \$1,000,000; Personal and Advertising Injury \$1,000,000; Each Occurrence \$1,000,000; Fire Damage minimum \$100,000*; Medical Expense (per person) \$5,000. *Activities that place buildings at risk for fire (use of kitchen, portable lighting, heavy electrical gear, etc. must have a \$1,000,000 Property/Fire limit.

The limits set forth above shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit contractor's indemnification obligations to District, and shall not

preclude the District from taking such other actions available to District under other provisions of the contract documents or law.

Contractor and any subcontractor shall not commence work nor shall he allow any subcontractor to commence work under this contract until all required insurance certificates have been delivered to and approved by District.

ARTICLE 8. INDEMNIFICATION: District shall not be liable for, and Contractor shall defend and indemnify District against any and all claims, demands, liability, judgements, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this contract arising either directly or indirectly from any act, error, omission or negligence of Contractor or its contractors, licensees, agents, servants or employees, including, without limitation, Claims caused by the concurrent act, error, omission or negligence of District or its agents or employees. However, Contractor shall have no obligation to defend or indemnify District from a Claim if its determined by a court of competent jurisdiction that such Claim was caused by the active negligence, sole negligence, or willful misconduct of District or its agents or employees.

ARTICLE 9. MATERIALS: Contractor warrants good title to all material, supplies and equipment installed or including in the work. Except as otherwise specifically stated in this contract, Contractor shall provide and pay for all materials, labor, tools, equipment, water, lights, power, transportation, superintendence, temporary constructions of every nature, and all other services and facilities of every nature whatsoever necessary to execute and complete this contract within specified time. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of good quality. Materials shall be furnished in ample quantities and at such times as to insure uninterrupted progress of work. Contractor shall be entirely responsible for damage or loss by weather or other causes to materials or work under this contract.

ARTICLE 10. PATENTS, ROYALTIES AND INDEMNITIES: The Contractor shall hold and save the District and its officers, agents and employees harmless from liability of any nature or kind, including cost and expense, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of this contract, including its use by the District, unless otherwise specifically stipulated in the contract documents.

ARTICLE 11. GUARANTEE: Besides guarantees required elsewhere, Contractor shall, and hereby does, guarantee all work for a period of one year after date of acceptance of work by District and shall repair or replace any or all such work, together with any other work, which may be displaced in so doing, that may prove defective in workmanship and/or materials within a one year period from date of acceptance without expense whatsoever to District, ordinary wear and tear, unusual abuse or neglect excepted. District will give notice of observed defects with reasonable promptness. Contractor shall notify District upon completion of repairs.

This article does not in any way limit the guarantee of any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish District all appropriate guarantee or warranty certificates upon completion of the project.

ARTICLE 12. PROTECTION OF WORK AND PROPERTY: The Contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of this contract and shall be responsible for the proper care and protection of all materials delivered and work performed until



completion and final acceptance by the District. All work shall be solely at the Contractor's risk. Contractor shall adequately protect adjacent property from settlement or loss of lateral support as provided by law and contract documents. Contractor shall take all necessary precautions for safety of employees on the work and shall comply with all applicable safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to premises where work is being performed. Contractor shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safeguards, signs, barriers, light and watchmen for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of construction. Contractor shall designate a responsible member of the organization on the work, whose duty shall be prevention of accidents. Contractor shall report name and position of person so designated to District.

ARTICLE 13. DISTRICT'S RIGHT TO TERMINATE CONTRACT: If the Contractor refuses or fails to prosecute the work or any separable part thereof with such diligence as will insure its completion within the time specified or any extension thereof, or fails to complete said work within such time, or if the Contractor should be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of insolvency, or if Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials to complete the work in time specified, or should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, ordinances or instructions of District, or otherwise be guilty of a substantial violation of any provision of the contract, or if Contractor or subcontractors should violate any of the provisions of this contract, then District may, without prejudice to any other right or remedy, serve written notice upon Contractor and surety of its intention to terminate this contract, such notice to contain the reasons for such intention to terminate, and unless within ten days after the service of such notice such condition shall cease or such violation shall cease and satisfactory arrangements for the correction thereof be made, this contract shall upon the expiration of said ten (10) days, cease and terminate.

ARTICLE 14. COMPLIANCE WITH STORM WATER PERMIT

Contractor shall be required to comply with all conditions of the State Water Resources Control Board ("State Water Board") National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity ("Permit") – General NPDES Permit No. CAS000004 adopted by the State Water Resources Control Board. Contractor shall be responsible for filing the Notice of Intent and for obtaining the Permit and include all costs in the Contract amount. Contractor shall be responsible for procuring, implementing and complying with the provisions, monitoring and reporting requirements as required by the Permit. Contractor shall provide copies of all reports and monitoring information to the District Representative. Failure to comply with the Permit is in violation of federal and state law.

ARTICLE 15. CLEAN UP: Contractor at all times shall keep premises free from debris such as waste, rubbish and excess materials and equipment caused by his work; debris shall be removed from premises. Contractor shall not leave debris under, in, or about the premises. Upon completion of work Contractor shall clean interior and exterior of building including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections and any areas where debris has collected so surfaces are free from foreign material or discoloration; Contractor shall clean and polish all glass, plumbing fixtures and finish hardware and similar finish surfaces and equipment and remove temporary fencing, barricades, planking and construction toilet and similar temporary facilities from site.

ARTICLE 16. PROVISIONS REQUIRED BY LAW DEEMED

INSERTED: Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provisions is not inserted, or is not correctly inserted then upon application of either party the contract shall forthwith be physically amended to make such insertion or correct.

ARTICLE 17. EXCAVATION DEEPER THAN FOUR FEET: If this contract involves digging trenches or other excavations that extend deeper than four feet below the surface, then all of the following apply:

- a. The Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing of any: (1) Material that the Contractor believes may be material that is hazardous waste, as defined in section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law. (2) Subsurface or latent physical conditions at the site differing from those indicated. (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract.
- b. Upon receiving any such notice, the District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in this contract.
- c. In the event that a dispute arises between the District and the Contractor whether the conditions materially differ or involve hazardous waste, or cause a decrease or increase in the Contractors' cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by this contract, but shall proceed with all work to be performed under the contract. A contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protest between the contracting parties.

ARTICLE 18. REMOVAL OR RELOCATION OF MAIN OR TRUNKLINE UTILITY FACILITIES:

The Contractor shall not be assessed for liquidated damages for delay in completion of this project, when such delay was caused by the failure of the awarding authority of this contract or the owner of the utility to provide for removal or relocation of the existing main or trunkline utility facilities; however, when the Contractor is aware that removal or relocation of an existing utility has not been provided for, Contractor shall promptly notify the awarding authority and the utility in writing, so that provision for such removal or relocation may be made to avoid and minimize any delay which might be caused by the failure to remove or relocate the main or trunkline utility facilities, or to provide for its removal or relocation. In accordance with section 4215 of the Government Code, if the Contractor while performing the contract discovers any existing main or trunkline utility facilities not identified by the public agency in the contract plans or specifications, he shall immediately notify the public agency and utility in writing. The public utility, where they are the owners, shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price. The Contractor shall be compensated for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work.

ARTICLE 19. CHANGE ORDERS: Change orders may not cause the total aggregate cost of the project to exceed \$15,000 or the project will become subject to competitive bidding. The District, without



invalidating contract, and as provided by law, may order extra work or make changes by altering, adding to, or deducting from work, the contract sum being adjusted accordingly. All such work shall be subject to prevailing wage rates and shall be executed under the conditions of the original contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change. In giving instructions, Contractor agrees that the District shall have authority to make minor changes in work, not involving change in cost, and not inconsistent with the purposes or approvals of the project. Otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless pursuant to a written order from District, and no claim for an addition to the contract sum shall be valid unless so ordered.

ARTICLE 20. RESOLUTION OF CONSTRUCTION CLAIMS OF \$375,000 OR LESS: For public work claims of \$375,000 or less between Contractor and District, if District has not elected to resolve disputes by arbitration pursuant to article 7.2 (commencing with section 10240) of chapter 1 of part 2 of the Public Contract Code, the provisions of article 1.5 (commencing with section 20104) of chapter 1 of part 3 of the Public Contract Code apply ("Article 1.5").

For purposes of Article 1.5, "public work" has the same meaning as in section 3100 and 3106 of the Civil Code. "Claim" means a separate demand by Contractor for a time extension, or payment of money or damages for work done by or for Contractor, payment for which is not otherwise expressly provided in the contract or to which Contractor would not otherwise be entitled, or a payment disputed by District.

Each claim shall be submitted in writing before the date of final payment and shall include all necessary substantiating documentation. District shall respond in writing within forty-five (45) days of receipt of the claim if the claim is less than \$50,000 ("\$50,000 claim") or within sixty (60) days of receipt of the claim, if the claim is over \$50,000 but less than or equal to \$375,000 ("\$50,000-\$375,000 claim"). In either case, District may request in writing within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the District may have against the claimant. Any additional information shall be requested and provided upon mutual agreement of the District and the claimant. District's written response to the claim shall be submitted to claimant within fifteen (15) days after receipt of the further documentation for \$50,000 claims or within thirty (30) days after receipt of the further documentation for \$50,000-\$375,000 claims or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

Within fifteen (15) days of receipt the District's response, if claimant disputes District's written response or within fifteen (15) days of the District's failure to respond within the time prescribed, the claimant shall provide written notification to District demanding an informal conference to meet and confer ("conference") to be scheduled by the District within thirty (30) days. If the claim or any portion of the claim remains in dispute following the meet and confer ("meet and confer") to be scheduled by the District within 30 days. If the claim or any portion of the claim remains in dispute following the meet and confer conference, the claimant may file a claim as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the period of time within which a claim must be filed is tolled from the time the claimant submits a written claim until the time the claim is denied, including time utilized as a result of the meet and confer process.

If a civil action is filed to resolve claims within sixty (60) days (but no earlier than thirty (30) days) following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation

process shall provide that both parties select a disinterested third person mediator within fifteen (15) days, shall be commenced within thirty (30) days of the submittal and concluded within fifteen (15) days from the commencement of the mediation unless time is extended upon a good case showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

If the material remains in dispute, the case shall be submitted to judicial arbitration pursuant to chapter 2.5 (commencing with section 1141.10) of title 3 of part 3 of the Code of Civil Procedure, notwithstanding section 1141.11 of that code. The Civil Discovery Act of 1986 (article 3, commencing with section 2016, of chapter 3 of title 3 or part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration. The court may, upon request by any party, order any witness to participate in the mediation or arbitration process.

Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates not to exceed their customary rate. Such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall state or county funds pay these fees or expenses. Any party who, after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgement, shall pay the attorney's fees of the other party arising out of the trial de novo in addition to payment of costs and fees required under chapter 2.5 (commencing with section 1141.10) of title 3 of part 3 of the Code of Civil Procedure. District shall not fail to pay any portion of a claim which is undisputed unless otherwise provided herein and shall pay interest at the legal rate commencing on the date the suit is filed in court on any arbitration award or judgement.

ARTICLE 21. DRUG FREE/SMOKE FREE/ALCOHOL FREE POLICY: All District sites are designated drug free/smoke free/alcohol free. The use or abuse of controlled substances, tobacco products and alcohol will not be tolerated.

THIS CONCLUDES THE GENERAL TERMS AND CONDITIONS
DATED 12/18/14
consisting of Article 1 through Article 21



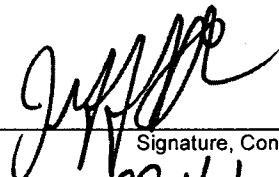
ATTACHMENT C
CONTRACTOR'S CERTIFICATE REGARDING
WORKERS' COMPENSATION

Labor Code section 3700 in relevant part provides:

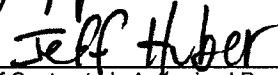
Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.



Signature, Contractor's Authorize Representative



Name of Contractor's Authorized Representative, (Printed or Typed)

(In accordance with article 5 (commencing at section 1860), chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)



Marysville Joint Unified School District

ATTACHMENT D

This Criminal Background - Fingerprinting Certification form **must** be taken to our **Purchasing Department** at the Marysville Joint Unified School District, 1919 B Street, Marysville, CA 95901.

CRIMINAL BACKGROUND
INVESTIGATION/ FINGERPRINTING CERTIFICATION

PROJECT NAME OR CONTRACT NO.: Build wall for 64'X48' play area at Kynoch School between the Marysville Joint Unified School District ("District" or "Owner") and Jeff Huber Construction. ("Contractor" or "Bidder").

The undersigned does hereby certify to the governing board of the District as follows:

That I am a representative of the Contractor currently under contract ("Contract") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken at least one of the following actions with respect to the construction Project that is the subject of the Contract (check all that apply):

 The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122. 1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

 Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees and District pupils at all times; and/or

 Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor 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 Contractor's employees and its subcontractors' employees is

Name: Jeff Huber

Title: Owner

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

237



Marysville Joint Unified School District

ATTACHMENT E

**PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION**

PROJECT NAME OR CONTRACT NO.: Build wall for 64'X48' play area at Kynoch School
between Marysville Joint Unified School District (the "District" or the "Owner") and Jeff Huber
Construction (the "Contractor" or the "Bidder").

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project including, without limitation, the District's labor compliance program, if in use on this Project.

Date:

12-15-14

Proper Name of Contractor:

Jeff Hyber Construction

Signature:

Jeff Hyber

Print Name:

Jeff Huber

Title:

Owner

END OF DOCUMENT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/04/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CUSTOM BUILT INSURANCE SERVICES LLC 1000 4TH STREET STE 800 SAN RAFAEL CA 94901		CONTACT NAME: SUPPORT PHONE (A/C, No, Ext): 888-226-4677 FAX (A/C, No): E-MAIL ADDRESS: SUPPORT@CUSTOMBUILTINSURANCE.COM PRODUCER CUSTOMER ID #:	
INSURED JEFFREY CARL HUBER dba JEFF HUBER CONSTRUCTION 414 COVILLAND PLACE MARYSVILLE CA 95901		INSURER(S) AFFORDING COVERAGE INSURER A: Developers Surety and Indemnity Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 12718	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			BIS00020400-01	11/04/2014	11/04/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below		N/A				WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

INSURED PERFORMS REMODEL WORK IN CA.

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

239



State Of California
CONTRACTORS STATE LICENSE BOARD
ACTIVE LICENSE



License Number **955541** Entity **INDIV**
Business Name **JEFF HUBER CONSTRUCTION**

Classification(s) **B**

Expiration Date **12/31/2016**

www.cslb.ca.gov





ARBOGA PAD

Marysville Joint Unified School District
1919 B Street, Marysville, California 95901
Maintenance Department 530-749-6183

PUBLIC WORKS CONTRACT FOR SERVICES UNDER \$15,000

THIS CONTRACT made and entered into on December 9, 2014 by and between Jeff Huber Construction, hereinafter called the **CONTRACTOR** and the **MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT** hereinafter called the **DISTRICT**.

WITNESSETH; The parties do hereby contract and agree as follows:

1. The **CONTRACTOR** shall furnish labor and materials to the **DISTRICT** in accordance with the **Terms & Conditions set forth in Attachment B hereof and incorporated herein by this reference and any specifications attached** for a total contract price of:

Five Thousand Seven Hundred Twenty Four Dollars (\$ 5,724.00)

(MAY NOT EXCEED \$15,000) to be paid in full within thirty (30) days after completion and acceptance

2. Contractor shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following classification: B license Contractor. This contract shall commence on December 13, 2014 with work to be completed within fifteen (25) consecutive days and/or by January 6, 2015.
(Check contractor license classification appropriateness at:
<http://www.cslb.ca.gov/GeneralInformation/Library/LicensingClassifications/>
and contractor license status at:
<https://www2.cslb.ca.gov/OnlineServices/CheckLicense/CheckLicense.aspx>).
3. **SCOPE OF WORK:** By submitting a proposal, contractors warrant that they have made a site examination as they deem necessary as to the condition of the site and certify all measurements, specifications and conditions affecting the work to be performed at the site. Proposals are subject to acceptance by the signing of a contract and issuance of an appropriate purchase order. The District reserves the right to accept or reject any and all quotes and reserves the right to waive any informality in any quote. **CONTRACTOR PROPOSES TO FURNISH LABOR AND MATERIAL IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:** (Describe in detail the scope of the proposed project and materials to be furnished)
 - Refer to Exhibit A, attached hereto

241

ARBOGA PAD
EXHIBIT A

Estimate

Number E289

Date 12/1/2014

Bill To
M.J.U.S.D.
C/O Terry Biladeau

Project
Arboga School Freezer Concrete

Description	Amount
Lay out, prep, dig footings(backhoe)	\$500.00
Materials(forms, stakes, steel....)	\$450.00
Concrete 6" thick	\$650.00
Pour, Finish, Clean up Labor(2 pours)	\$2,900.00
15% profit and overhead	\$675.00

Sub Total \$5,175.00

Total \$5,175.00

242



NONCOLLUSION AFFIDAVIT

The party making the foregoing bid certifies that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

SCHOOL SAFETY ACT – COMMUNICATIONS WITH PUPILS

In accordance with Education Code Section 45125.1, the District has determined that fingerprinting and certification will be required of the employees of the contractor who provide services under this contract (certification form attached).

In accordance with Education Code Section 45125.2, the District has determined that an exemption exists under requirements of 45125.1, and that workers may have other than limited contact with students. Therefore, the Contractor is required to provide or agree to one or more of the following: (to be determined by District)

- Installation of physical barrier at the work site to limit contact with pupils.
- Surveillance of employees of the Contractor by school personnel.
- Continual supervision and monitoring of all employees of the Contractor by an employee of the Contractor whom the DOJ has ascertained has not been convicted of a violent or serious felony.

Supervisor's Name: _____
Soc. Sec. No. _____

In accordance with Education Code Section 45125.1, subdivision c, the District has determined that this contract is not subject to Education Code Section 45125.1 (a), because the contractor's employees, including the employees of any subcontractor, will have only "limited contact" with pupils on the site. Justifications is as follows:

- Work will be performed on a day or days when school is not in session (holidays, weekend or non-teaching days – may not include after school hours).
- Other, describe _____

Signature: _____ Title: DIR OF MAINT Date: 1-21-15
Signature of District Official responsible for assuring selected conditions are met in accordance with Education Code Section 45125.2, if applicable.

Contractor understands that District department staff may monitor and evaluate adherence to these conditions during the performance of their work.

IN WITNESS WHEREOF, the parties hereunto have subscribed to this Contract, including all Contract Documents as listed below:

- | | |
|------------------------------------|--|
| Work Specs/Scope of Work Statement | Contractor Certification Form – Attachment A |
| Certificates of Insurance | Terms and Conditions dated _____ - Attachment B |
| Non Collusion Affidavit | Workers' Compensation Certificate – Attachment C |
| Purchase Order No. _____ | and W9 Form |

TYPE OF BUSINESS ENTITY

- Individual
- ☒ Sole Proprietorship
- Partnership
- Corporation
- Other

TAX IDENTIFICATION

Employer Identification Number
552-37-7648
Social Security Number

License No: 955541 Classification: B Expiration Date: 12-31-15
(District Use Only: License verified by _____ Date: 1/21/15)

I hereby agree to abide by these terms and conditions if awarded the project as described herein. Under penalty of perjury I certify that I am a duly authorized agent/representative of the company providing this proposal. I also certify that none of the individuals identified on attached certification form (if applicable) or any individual identified above as been convicted of a felony as defined in Education Code 45122.1

Date: 12-1-14 Authorized Signature: _____
Company Name: Jeff Huber Construction Printed Name: Jeff Huber
Address: 414 Covillard Pl
Msu/C 55901 Title: Owner
Phone: 520-844-3334 Fax: N/A

Accepted by: Rh Title: ASST. Supt. Date: 12/2/14
Signature of District Representative

243



ATTACHMENT A – CONTRACTOR CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1

The District has determined under Education Code Section 45125.1, subdivision (c) that in performing services to this contract, Contractor's employees may have contact with pupils. As required under Education Code Section 45125.1, subdivision (a), Contractor shall require their employees, including the employees of any subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

Contractor shall not permit any employee to perform services who may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has not criminal charges pending for a felony as defined in Section 45122.1.

Contractor shall certify in writing to the District that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1.

Contractor shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Contractor's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Contractor for using employees who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

It is understood that by signing this document Contractor agrees that they are familiar with Education Code Section 45122.1. The following individuals are employees of contractor who may come in contact with pupils in the performance of services in this contract.

Name

Social Security No.

I certify that none of the individuals identified above has been convicted of a felony as defined in Education Code Section 45122.1.

Dated:

12-1-14

Jeff Heber Construction (Company)

(Signature)

(Title)

(Complete only if pertinent)

244



ATTACHMENT B **TERMS AND CONDITIONS**

ARTICLE 1. WAGE RATES: Pursuant to the provisions of article 2 (commencing at section 1770), chapter 1, part 7, divisions 2 of the Labor Code of California, the Director of Industrial Relations has ascertained the general prevailing rate of per diem wages in the locality in which this public work is to be performed for each craft, classification or type of worker needed to execute the contract. Copies of said determinations are on file at District's principal office and available to any interested party on request Refer to web site (www.dir.ca.gov).

Holiday and overtime work, when permitted by law, shall be paid for at a rate of at least one and one-half times the general prevailing rate of per diem wages as determined by the Director of Industrial Relations, unless otherwise specified. Each worker of the Contractor or any of his subcontractors engaged in work on the project shall be paid not less than the general prevailing rate of per diem wages determined by the Director of Industrial Relations, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such workers.

Each worker needed to execute the work on the project shall be paid travel and subsistence payments, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed with the Department of Industrial Relations in accordance with Labor Code section 1173.8.

The Contractor shall, as a penalty to the District, forfeit not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under the contract by him or by any subcontractor under him. Prevailing wage rates shall also be used when determining wages paid for change order items. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of the Contractor's mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor in meeting his prevailing wage obligations, or the Contractor's willful failure to pay the correct rates of prevailing wages. The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor, and the Contractor shall be bound by the provisions of Labor Code section 1775.

Any worker employed to perform work on the project, which work is not covered by any classification listed in the general prevailing rate of per diem wages determined by the Director of Industrial Relations, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to work to be performed. Such minimum wage rate shall be retroactive to the time of initial employment of such person in such classification.

Pursuant to Labor Code section 1773.1, per diem wages are deemed to include employer payments for health and welfare, pension, vacation, travel time, subsistence pay and similar purposes. Contractor shall post at appropriate conspicuous points on the site of project, a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned.

Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman,

apprentice, worker, or other employee employed by him in connection with the public work.

The payroll records required above shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

- a) A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his or her authorized representative on request.
- b) A certified copy of all payroll records shall be made available for inspection or furnished upon request to a representative of District, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.
- c) A certified copy of all payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. The public shall not be given access to such records at the principal office of the Contractor.

Contractor shall file a certified copy of the records required above with the District or entity that requested such records within ten days after receipt of a written request. Any copies of records made available for inspection as copies and furnished upon request to the public or any public agency by the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor shall not be marked or obliterated.

Contractor shall inform the District of the location of the records required above, including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.

In the event of noncompliance with the requirements of this article regarding maintenance of records, the Contractor shall have ten days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this article. Should noncompliance still be evident after such ten-day period, the Contractor shall, as a penalty by the District, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalty shall be withheld from progress payments then due.

ARTICLE 2. APPRENTICES: Apprentices of any crafts or trades may be employed and, when required by Labor Code section 1777.5, shall be employed provided they are properly indentured to the Contract in full compliance with provisions of the Labor Code. The prime contractor shall bear the responsibility of compliance with Labor Code section 1777.5 for all apprenticeable occupations and agrees that he will comply with said section which reads: "Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works. Every apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he is employed, and shall be employed only at the work of the craft or trade to which he is registered."

Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4 (commencing with Section 3070), of Division 3, of the Labor Code, are eligible to be employed on public works. The employment



and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which he or she is training.

When the contractor to whom the contract is awarded by the District, in performing any of the work under the contract or subcontract, employs workers in any apprenticeable craft or trade, the contractor and subcontractor shall apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the site of the public work for a certificate approving the contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, approval as established by the joint apprenticeship committee or committees shall be subject to approval of the Administrator of Apprenticeship. The joint apprenticeship committee or committees, subsequent to approving the subject contractor or subcontractor, shall arrange for the dispatch of apprentices to the contractor or subcontractor in order to comply with this section. Every contractor and subcontractor shall submit contract award information to the applicable joint apprenticeship committee which shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices to be employed, and the approximate date the apprentices will be employed. There shall be an affirmative duty upon the joint apprenticeship committee or committees administering the apprenticeship standards of the craft or trade in the area of the site of the public work to ensure equal employment and affirmative action in apprenticeship for women and minorities. Contractors or subcontractors shall not be required to submit individual applications for approval to local joint apprenticeship committees provided they are already covered by the local apprenticeship standards. The ratio of work performed by apprentices to journeymen who shall be employed in the craft or trade on the public work may be the ratio stipulated in the apprenticeship standards under which the joint apprenticeship committee operates, but, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of labor performed by a journeyman. However, the minimum ratio for the land surveyor classification shall not be less than one apprentice for each five journeymen.

Any ratio shall apply during any day or portion of a day when any journeyman, or the higher standard stipulated by the joint apprenticeship committee, is employed at the job site and shall be computed on the basis of the hours worked during the day by journeymen so employed, except for the land surveyor classification. The Contractor shall employ apprentices for the number of hours computed as above before the end of the contract. However, the Contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the job site. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Division of Apprenticeship Standards, upon application of a joint apprenticeship committee, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

The Contractor or subcontractor, if he is covered by this section, upon the issuance of the approval certificate, or if he has been previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the apprenticeship standards. Upon proper showing by the Contractor that he employs apprentices in such craft or trade in the state on all of his contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by a journeyman, or in the land surveyor classification, one apprentice for each five journeymen, the Division of Apprenticeship Standards may grant a certificate exempting the Contractor from the 1-to-5 hourly ratio as set forth in the section. This section shall not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor, when the contracts of general contractors

or those specialty contractors involve less than thirty thousand (\$30,000) or 20 working days. This section shall not use any work performed by a journeyman in excess of eight hours per day or 40 hours per week to calculate the hourly ratio.

"Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with the rules and regulations prescribed by the Apprenticeship Council. The joint apprenticeship committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting a contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met: a) Unemployment for the previous three-month period in such area exceeds an average of 15 percent. b) The number of apprentices in training in such area exceeds a ratio of 1-to-5. c) If there is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis, or on a local basis. d) Assignment of an apprentice to any work performed under a public works contract would create a condition which would jeopardize his life, or the life, safety, or property of fellow employees or the public at large or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

When exemptions are granted to an organization which represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

A contractor to whom the contract is awarded, or any subcontractor under him who, employs journeymen or apprentices in any apprenticeable craft or trade to perform work under the contract and who is not contributing to a fund or funds to administer and conduct the apprenticeship program in any craft or trade in the area of the site of the public work, to which fund or funds other contractors in the area of the site of the public work are contributing, shall contribute to the fund or funds in each craft or trade in which he employs journeymen or apprentices on the public work in the same amount or upon the same basis and in the same manner as the other contractors do. Where the trust fund administrators are unable to accept the fund, contractors not signatory to the trust agreement shall pay a like amount to the California Apprenticeship Council. This contractor or subcontractor may add the amount of the contributions in computing his bid for the contract. The Division of Labor Standards Enforcement is authorized to enforce the payment of the contributions to the fund or funds as set forth in Labor Code Section 227.

The District awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor. All decisions of the joint apprenticeship committee under this section are subject to Labor Code Section 3081.

ARTICLE 3. WORK HOURS: As provided in article 3 (commencing at section 1810), chapter 1, part 7, division 2 of the Labor Code, eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by the Contractor or by any subcontractor on any subcontract under this contract upon the work or upon any part of the work contemplated by this contract is limited and restricted to eight (8) hours during any one-calendar day and forty (40) hours during any one-calendar week, except as hereinafter provided. Notwithstanding the provisions hereinabove set forth, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight



(8) hours per day at not less than one and one-half times the basic rate of pay.

The Contractor and every subcontractor shall keep accurate record showing the name and actual hours worked each calendar day and each calendar week by each worker employed by him in connection with the work or any part of the work contemplated by this contract. The record shall be kept open at all reasonable hours to the inspection of the District and the Division of Labor Law Enforcement, Department of Industrial Relations of the State of California.

The Contractor shall pay to the District a penalty of twenty-five dollars (\$25) for each worker employed in the execution of this contract by the Contractor or by any subcontractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week in violation of the provisions of article 3 (commencing at section 1810), chapter 1, part 7, division 2 of the Labor Code.

Any work necessary to be performed after regular working hours, or on Sundays or other holidays shall be performed without additional expense to District

ARTICLE 4. SUBCONTRACTING: Contractor agrees to bind every subcontractor by terms of the contract as far as such terms are applicable to subcontractor's work. If Contractor shall subcontract any part of this contract, Contractor shall be fully responsible to District for acts and omissions of subcontractor and of persons either directly or indirectly employed. Nothing contained in contract documents shall create any contractual relation between any subcontractor and District.

ARTICLE 5. ASSIGNMENT: Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations under this contract without prior written consent of District.

ARTICLE 6. WORKERS' COMPENSATION INSURANCE: The Contractor shall provide, during the life of this contract, workers' compensation insurance for all its employees engaged in work under this contract, or at the site of the project, and if work is sublet, the Contractor shall require the subcontractor similarly to provide workers' compensation insurance for all the latter's employees. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by the Contractor's insurance. The Contractor shall provide to the District a Certificate regarding Workers' Compensation available from the District prior to performing the work of the contract.

ARTICLE 7. PROOF OF INSURANCE: Contractor must provide Commercial General Liability Insurance (including automobile insurance) which provides limits of not less than \$1,000,000 per occurrence (combined single limit) and \$2,000,000 Project Specific Aggregate (for this project only). Any general liability policy provided by Contractor hereunder shall contain an endorsement which applies its coverage to District, members of District's Board of Trustees, and the officers, agents, employees and volunteers of District, the State Allocation Board, if applicable, the architect, and the architect's consultants, if applicable, individually and collectively as additional insured. Coverage additional to that shown above to be evidenced in a provided Certificate of Insurance is as follows: Products-Comp/Ops Aggregate \$1,000,000; Automobile \$1,000,000; Personal and Advertising Injury \$1,000,000; Each Occurrence \$1,000,000; Fire Damage minimum \$100,000*; Medical Expense (per person) \$5,000. *Activities that place buildings at risk for fire (use of kitchen, portable lighting, heavy electrical gear, etc. must have a \$1,000,000 Property/Fire limit.

The limits set forth above shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit contractor's indemnification obligations to District, and shall not

preclude the District from taking such other actions available to District under other provisions of the contract documents or law.

Contractor and any subcontractor shall not commence work nor shall he allow any subcontractor to commence work under this contract until all required insurance certificates have been delivered to and approved by District.

ARTICLE 8. INDEMNIFICATION: District shall not be liable for, and Contractor shall defend and indemnify District against any and all claims, demands, liability, judgements, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this contract arising either directly or indirectly from any act, error, omission or negligence of Contractor or its contractors, licensees, agents, servants or employees, including, without limitation, Claims caused by the concurrent act, error, omission or negligence of District or its agents or employees. However, Contractor shall have no obligation to defend or indemnify District from a Claim if its determined by a court of competent jurisdiction that such Claim was caused by the active negligence, sole negligence, or willful misconduct of District or its agents or employees.

ARTICLE 9. MATERIALS: Contractor warrants good title to all material, supplies and equipment installed or including in the work. Except as otherwise specifically stated in this contract, Contractor shall provide and pay for all materials, labor, tools, equipment, water, lights, power, transportation, superintendence, temporary constructions of every nature, and all other services and facilities of every nature whatsoever necessary to execute and complete this contract within specified time. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of good quality. Materials shall be furnished in ample quantities and at such times as to insure uninterrupted progress of work. Contractor shall be entirely responsible for damage or loss by weather or other causes to materials or work under this contract.

ARTICLE 10. PATENTS, ROYALTIES AND INDEMNITIES: The Contractor shall hold and save the District and its officers, agents and employees harmless from liability of any nature or kind, including cost and expense, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of this contract, including its use by the District, unless otherwise specifically stipulated in the contract documents.

ARTICLE 11. GUARANTEE: Besides guarantees required elsewhere, Contractor shall, and hereby does, guarantee all work for a period of one year after date of acceptance of work by District and shall repair or replace any or all such work, together with any other work, which may be displaced in so doing, that may prove defective in workmanship and/or materials within a one year period from date of acceptance without expense whatsoever to District, ordinary wear and tear, unusual abuse or neglect excepted. District will give notice of observed defects with reasonable promptness. Contractor shall notify District upon completion of repairs.

This article does not in any way limit the guarantee of any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish District all appropriate guarantee or warranty certificates upon completion of the project.

ARTICLE 12. PROTECTION OF WORK AND PROPERTY: The Contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of this contract and shall be responsible for the proper care and protection of all materials delivered and work performed until



completion and final acceptance by the District. All work shall be solely at the Contractor's risk. Contractor shall adequately protect adjacent property from settlement or loss of lateral support as provided by law and contract documents. Contractor shall take all necessary precautions for safety of employees on the work and shall comply with all applicable safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to premises where work is being performed. Contractor shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safeguards, signs, barriers, light and watchmen for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of construction. Contractor shall designate a responsible member of the organization on the work, whose duty shall be prevention of accidents. Contractor shall report name and position of person so designated to District.

ARTICLE 13. DISTRICT'S RIGHT TO TERMINATE CONTRACT: If the Contractor refuses or fails to prosecute the work or any separable part thereof with such diligence as will insure its completion within the time specified or any extension thereof, or fails to complete said work within such time, or if the Contractor should be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of insolvency, or if Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials to complete the work in time specified, or should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, ordinances or instructions of District, or otherwise be guilty of a substantial violation of any provision of the contract, or if Contractor or subcontractors should violate any of the provisions of this contract, then District may, without prejudice to any other right or remedy, serve written notice upon Contractor and surety of its intention to terminate this contract, such notice to contain the reasons for such intention to terminate, and unless within ten days after the service of such notice such condition shall cease or such violation shall cease and satisfactory arrangements for the correction thereof be made, this contract shall upon the expiration of said ten (10) days, cease and terminate.

ARTICLE 14. COMPLIANCE WITH STORM WATER PERMIT

Contractor shall be required to comply with all conditions of the State Water Resources Control Board ("State Water Board") National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity ("Permit") - General NPDES Permit No. CAS000004 adopted by the State Water Resources Control Board. Contractor shall be responsible for filing the Notice of Intent and for obtaining the Permit and include all costs in the Contract amount. Contractor shall be responsible for procuring, implementing and complying with the provisions, monitoring and reporting requirements as required by the Permit. Contractor shall provide copies of all reports and monitoring information to the District Representative. Failure to comply with the Permit is in violation of federal and state law.

ARTICLE 15. CLEAN UP: Contractor at all times shall keep premises free from debris such as waste, rubbish and excess materials and equipment caused by his work; debris shall be removed from premises. Contractor shall not leave debris under, in, or about the premises. Upon completion of work Contractor shall clean interior and exterior of building including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections and any areas where debris has collected so surfaces are free from foreign material or discoloration; Contractor shall clean and polish all glass, plumbing fixtures and finish hardware and similar finish surfaces and equipment and remove temporary fencing, barricades, planking and construction toilet and similar temporary facilities from site.

ARTICLE 16. PROVISIONS REQUIRED BY LAW DEEMED

INSERTED: Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provisions is not inserted, or is not correctly inserted then upon application of either party the contract shall forthwith be physically amended to make such insertion or correct.

ARTICLE 17. EXCAVATION DEEPER THAN FOUR FEET: If this contract involves digging trenches or other excavations that extend deeper than four feet below the surface, then all of the following apply:

- a. The Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing of any: (1) Material that the Contractor believes may be material that is hazardous waste, as defined in section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law. (2) Subsurface or latent physical conditions at the site differing from those indicated. (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract.
- b. Upon receiving any such notice, the District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in this contract.
- c. In the event that a dispute arises between the District and the Contractor whether the conditions materially differ or involve hazardous waste, or cause a decrease or increase in the Contractors' cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by this contract, but shall proceed with all work to be performed under the contract. A contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protest between the contracting parties.

ARTICLE 18. REMOVAL OR RELOCATION OF MAIN OR TRUNKLINE UTILITY FACILITIES:

The Contractor shall not be assessed for liquidated damages for delay in completion of this project, when such delay was caused by the failure of the awarding authority of this contract or the owner of the utility to provide for removal or relocation of the existing main or trunkline utility facilities; however, when the Contractor is aware that removal or relocation of an existing utility has not been provided for, Contractor shall promptly notify the awarding authority and the utility in writing, so that provision for such removal or relocation may be made to avoid and minimize any delay which might be caused by the failure to remove or relocate the main or trunkline utility facilities, or to provide for its removal or relocation. In accordance with section 4215 of the Government Code, if the Contractor while performing the contract discovers any existing main or trunkline utility facilities not identified by the public agency in the contract plans or specifications, he shall immediately notify the public agency and utility in writing. The public utility, where they are the owners, shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price. The Contractor shall be compensated for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work.

ARTICLE 19. CHANGE ORDERS: Change orders may not cause the total aggregate cost of the project to exceed \$15,000 or the project will become subject to competitive bidding. The District, without



invalidating contract, and as provided by law, may order extra work or make changes by altering, adding to, or deducting from work, the contract sum being adjusted accordingly. All such work shall be subject to prevailing wage rates and shall be executed under the conditions of the original contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change. In giving instructions, Contractor agrees that the District shall have authority to make minor changes in work, not involving change in cost, and not inconsistent with the purposes or approvals of the project. Otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless pursuant to a written order from District, and no claim for an addition to the contract sum shall be valid unless so ordered.

ARTICLE 20. RESOLUTION OF CONSTRUCTION CLAIMS OF \$375,000 OR LESS: For public work claims of \$375,000 or less between Contractor and District, if District has not elected to resolve disputes by arbitration pursuant to article 7.2 (commencing with section 10240) of chapter 1 of part 2 of the Public Contract Code, the provisions of article 1.5 (commencing with section 20104) of chapter 1 of part 3 of the Public Contract Code apply ("Article 1.5").

For purposes of Article 1.5, "public work" has the same meaning as in section 3100 and 3106 of the Civil Code. "Claim" means a separate demand by Contractor for a time extension, or payment of money or damages for work done by or for Contractor, payment for which is not otherwise expressly provided in the contract or to which Contractor would not otherwise be entitled, or a payment disputed by District.

Each claim shall be submitted in writing before the date of final payment and shall include all necessary substantiating documentation. District shall respond in writing within forty-five (45) days of receipt of the claim if the claim is less than \$50,000 ("\$50,000 claim") or within sixty (60) days of receipt of the claim, if the claim is over \$50,000 but less than or equal to \$375,000 ("\$50,000-\$375,000 claim"). In either case, District may request in writing within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the District may have against the claimant. Any additional information shall be requested and provided upon mutual agreement of the District and the claimant. District's written response to the claim shall be submitted to claimant within fifteen (15) days after receipt of the further documentation for \$50,000 claims or within thirty (30) days after receipt of the further documentation for \$50,000-\$375,000 claims or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

Within fifteen (15) days of receipt the District's response, if claimant disputes District's written response or within fifteen (15) days of the District's failure to respond within the time prescribed, the claimant shall provide written notification to District demanding an informal conference to meet and confer ("conference") to be scheduled by the District within thirty (30) days. If the claim or any portion of the claim remains in dispute following the meet and confer ("meet and confer") to be scheduled by the District within 30 days. If the claim or any portion of the claim remains in dispute following the meet and confer conference, the claimant may file a claim as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the period of time within which a claim must be filed is tolled from the time the claimant submits a written claim until the time the claim is denied, including time utilized as a result of the meet and confer process.

If a civil action is filed to resolve claims within sixty (60) days (but no earlier than thirty (30) days) following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation

process shall provide that both parties select a disinterested third person mediator within fifteen (15) days, shall be commenced within thirty (30) days of the submittal and concluded within fifteen (15) days from the commencement of the mediation unless time is extended upon a good case showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

If the material remains in dispute, the case shall be submitted to judicial arbitration pursuant to chapter 2.5 (commencing with section 1141.10) of title 3 of part 3 of the Code of Civil Procedure, notwithstanding section 1141.11 of that code. The Civil Discovery Act of 1986 (article 3, commencing with section 2016, of chapter 3 of title 3 or part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration. The court may, upon request by any party, order any witness to participate in the mediation or arbitration process.

Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates not to exceed their customary rate. Such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall state or county funds pay these fees or expenses. Any party who, after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgement, shall pay the attorney's fees of the other party arising out of the trial de novo in addition to payment of costs and fees required under chapter 2.5 (commencing with section 1141.10) of title 3 of part 3 of the Code of Civil Procedure. District shall not fail to pay any portion of a claim which is undisputed unless otherwise provided herein and shall pay interest at the legal rate commencing on the date the suit is filed in court on any arbitration award or judgement.

ARTICLE 21. DRUG FREE/SMOKE FREE/ALCOHOL FREE POLICY: All District sites are designated drug free/smoke free/alcohol free. The use or abuse of controlled substances, tobacco products and alcohol will not be tolerated.

THIS CONCLUDES THE GENERAL TERMS AND CONDITIONS DATED 12/18/14
consisting of Article 1 through Article 21



ATTACHMENT C
CONTRACTOR'S CERTIFICATE REGARDING
WORKERS' COMPENSATION

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.



Signature, Contractor's Authorize Representative


Name of Contractor's Authorized Representative, (Printed or Typed)

(In accordance with article 5 (commencing at section 1860), chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)



Marysville Joint Unified School District

ATTACHMENT D

This Criminal Background - Fingerprinting Certification form **must** be taken to our **Purchasing Department** at the Marysville Joint Unified School District, 1919 B Street, Marysville, CA 95901.

**CRIMINAL BACKGROUND
INVESTIGATION/ FINGERPRINTING CERTIFICATION**

PROJECT NAME OR CONTRACT NO.: Pour stem wall and slab for freezer at Arboga School between the Marysville Joint Unified School District ("District" or "Owner") and Jeff Huber Construction. ("Contractor" or "Bidder").

The undersigned does hereby certify to the governing board of the District as follows:

That I am a representative of the Contractor currently under contract ("Contract") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken at least one of the following actions with respect to the construction Project that is the subject of the Contract (check all that apply):

 The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122. 1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

 Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees and District pupils at all times; and/or

 Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor 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 Contractor's employees and its subcontractors' employees is

Name: Jeff Huber

Title: Owner

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



Marysville Joint Unified School District

ATTACHMENT E

**PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION**

PROJECT NAME OR CONTRACT NO.: Pour stem wall and slab for freezer at Arboga School
between Marysville Joint Unified School District (the "District" or the "Owner") and Jeff Huber
Construction (the "Contractor" or the "Bidder").

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project including, without limitation, the District's labor compliance program, if in use on this Project.

Date: 12-1-14
Proper Name of Contractor: Jeff Huber Construction Jeffrey Carl Huber
Signature: Jeff Huber
Print Name: Jeff Huber
Title: Owner

END OF DOCUMENT

252



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/04/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CUSTOM BUILT INSURANCE SERVICES LLC 1000 4TH STREET STE 800 SAN RAFAEL CA 94901	CONTACT NAME: SUPPORT PHONE (A/C, No, Ext): 888-226-4677 FAX (A/C, No): E-MAIL ADDRESS: SUPPORT@CUSTOMBUILTINSURANCE.COM PRODUCER CUSTOMER ID #:														
INSURED JEFFREY CARL HUBER dba JEFF HUBER CONSTRUCTION 414 COVILLAND PLACE MARYSVILLE CA 95901	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Developers Surety and Indemnity Company</td><td>12718</td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Developers Surety and Indemnity Company	12718	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY			BIS00020400-01	11/04/2014	11/04/2015	
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
<input type="checkbox"/>	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						
<input checked="" type="checkbox"/>	POLICY	<input type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC				
	AUTOMOBILE LIABILITY						
<input type="checkbox"/>	ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
<input type="checkbox"/>	ALL OWNED AUTOS						BODILY INJURY (Per person) \$
<input type="checkbox"/>	SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
<input type="checkbox"/>	HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
<input type="checkbox"/>	NON-OWNED AUTOS						\$
							\$
							\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$
	DEDUCTIBLE						\$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	Y/N <input type="checkbox"/>	N/A <input type="checkbox"/>				WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/>
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

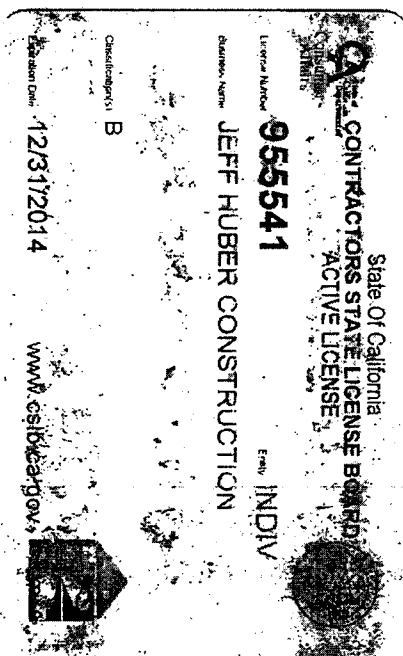
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)

INSURED PERFORMS REMODEL WORK IN CA.

CERTIFICATE HOLDER**CANCELLATION**

<div>253</div>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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ABE LINCOLN
INSULATION

Marysville Joint Unified School District
1919 B Street, Marysville, California 95901
Maintenance Department 530-749-6183

PUBLIC WORKS CONTRACT FOR SERVICES UNDER \$15,000

THIS CONTRACT made and entered into on November 21, 2014 by and between Jeff Huber Construction, hereinafter called the **CONTRACTOR** and the **MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT** hereinafter called the **DISTRICT**.

WITNESSETH; The parties do hereby contract and agree as follows:

1. The **CONTRACTOR** shall furnish labor and materials to the **DISTRICT** in accordance with the **Terms & Conditions set forth in Attachment B hereof and incorporated herein by this reference and any specifications attached** for a total contract price of:

Five Thousand seven hundred and twenty four Dollars (\$ 5,724.00)

(MAY NOT EXCEED \$15,000) to be paid in full within thirty (30) days after completion and acceptance

2. Contractor shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following classification: B General Contractor. This contract shall commence on November 22, 2014 with work to be completed within fifteen (8) consecutive days and/or by November 30, 2014.
(Check contractor license classification appropriateness at:
<http://www.cslb.ca.gov/GeneralInformation/Library/LicensingClassifications/>
and contractor license status at:
<https://www2.cslb.ca.gov/OnlineServices/CheckLicenseII/CheckLicense.aspx>).
3. **SCOPE OF WORK:** By submitting a proposal, contractors warrant that they have made a site examination as they deem necessary as to the condition of the site and certify all measurements, specifications and conditions affecting the work to be performed at the site. Proposals are subject to acceptance by the signing of a contract and issuance of an appropriate purchase order. The District reserves the right to accept or reject any and all quotes and reserves the right to waive any informality in any quote. **CONTRACTOR PROPOSES TO FURNISH LABOR AND MATERIAL IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:** (Describe in detail the scope of the proposed project and materials to be furnished)
 - Refer to Exhibit A, attached hereto

255

EXHIBIT A

ABE LINCOLN INSULATION

Estimate

Number E288

Date 11/15/2014

Bill To

MJUSD
Abe Lincoln Charter Class

Project

New attic insulation

Description	Amount
Jeff Huber Construction (remove ceiling tiles and insulation. replace ceiling tiles	\$1,984.00
Meeks insulation(material and labor)	\$2,690.00
Dump fees	\$300.00
15% profit and overhead	\$750.00

OK FOR P.O.
(FB)

Sub Total \$5,724.00

Total \$5,724.00



NONCOLLUSION AFFIDAVIT

The party making the foregoing bid certifies that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

SCHOOL SAFETY ACT – COMMUNICATIONS WITH PUPILS

In accordance with Education Code Section 45125.1, the District has determined that fingerprinting and certification will be required of the employees of the contractor who provide services under this contract (certification form attached).

In accordance with Education Code Section 45125.2, the District has determined that an exemption exists under requirements of 45125.1, and that workers may have other than limited contact with students. Therefore, the Contractor is required to provide or agree to one or more of the following: (to be determined by District)

- ☐ Installation of physical barrier at the work site to limit contact with pupils.
- ☐ Surveillance of employees of the Contractor by school personnel.
- ☐ Continual supervision and monitoring of all employees of the Contractor by an employee of the Contractor whom the DOJ has ascertained has not been convicted of a violent or serious felony.

Supervisor's Name: _____
Soc. Sec. No. _____

In accordance with Education Code Section 45125.1, subdivision c, the District has determined that this contract is not subject to Education Code Section 45125.1 (a), because the contractor's employees, including the employees of any subcontractor, will have only "limited contact" with pupils on the site. Justifications is as follows:

- ☒ Work will be performed on a day or days when school is not in session (holidays, weekend or non-teaching days – may not include after school hours).
- ☐ Other, describe _____

Signature: [Signature] Title: DIR OF MAINT. Date: 1-21-15
Signature of District Official responsible for assuring selected conditions are met in accordance with Education Code Section 45125.2, if applicable.

Contractor understands that District department staff may monitor and evaluate adherence to these conditions during the performance of their work.

IN WITNESS WHEREOF, the parties hereunto have subscribed to this Contract, including all Contract Documents as listed below:

☐ Work Specs/Scope of Work Statement
☐ Certificates of Insurance
☐ Non Collusion Affidavit
☐ Purchase Order No. _____

☐ Contractor Certification Form – Attachment A
☐ Terms and Conditions dated _____ - Attachment B
☐ Workers' Compensation Certificate – Attachment C and W9 Form

TYPE OF BUSINESS ENTITY

- ☒ Individual
- ☐ Sole Proprietorship
- ☐ Partnership
- ☐ Corporation
- ☐ Other

TAX IDENTIFICATION

Employer Identification Number
552-37-7648
Social Security Number

License No: 955541 Classification: _____ Expiration Date: 12-31-16
(District Use Only: License verified by [Signature] Date: 1/21/15)

I hereby agree to abide by these terms and conditions if awarded the project as described herein. Under penalty of perjury I certify that I am a duly authorized agent/representative of the company providing this proposal. I also certify that none of the individuals identified on attached certification form (if applicable) or any individual identified above as been convicted of a felony as defined in Education Code 45122.1

Date: 12-18-14 Authorized Signature: [Signature]
Company Name: Jeff Hyber Construction Printed Name: Jeff Hyber
Address: 414 Covylland Pl
Marysville Ga
Title: Owner
Phone: 844-3334 Fax: N/A
Accepted by: [Signature] Title: ASST. Supt. Date: 1/21/15
Signature of District Representative



ATTACHMENT A – CONTRACTOR CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1

The District has determined under Education Code Section 45125.1, subdivision (c) that in performing services to this contract, Contractor's employees may have contact with pupils. As required under Education Code Section 45125.1, subdivision (a), Contractor shall require their employees, including the employees of any subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

Contractor shall not permit any employee to perform services who may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has not criminal charges pending for a felony as defined in Section 45122.1.

Contractor shall certify in writing to the District that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1.

Contractor shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Contractor's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Contractor for using employees who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

It is understood that by signing this document Contractor agrees that they are familiar with Education Code Section 45122.1. The following individuals are employees of contractor who may come in contact with pupils in the performance of services in this contract.

Name

Social Security No.

I certify that none of the individuals identified above has been convicted of a felony as defined in Education Code Section 45122.1.

Dated:

11-21-14

Jeff Hider Construction (Company)

(Signature)

(Title)

(Complete only if pertinent)

258



ATTACHMENT B **TERMS AND CONDITIONS**

ARTICLE 1. WAGE RATES: Pursuant to the provisions of article 2 (commencing at section 1770), chapter 1, part 7, divisions 2 of the Labor Code of California, the Director of Industrial Relations has ascertained the general prevailing rate of per diem wages in the locality in which this public work is to be performed for each craft, classification or type of worker needed to execute the contract. Copies of said determinations are on file at District's principal office and available to any interested party on request Refer to web site (www.dir.ca.gov).

Holiday and overtime work, when permitted by law, shall be paid for at a rate of at least one and one-half times the general prevailing rate of per diem wages as determined by the Director of Industrial Relations, unless otherwise specified. Each worker of the Contractor or any of his subcontractors engaged in work on the project shall be paid not less than the general prevailing rate of per diem wages determined by the Director of Industrial Relations, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such workers.

Each worker needed to execute the work on the project shall be paid travel and subsistence payments, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed with the Department of Industrial Relations in accordance with Labor Code section 1173.8.

The Contractor shall, as a penalty to the District, forfeit not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under the contract by him or by any subcontractor under him. Prevailing wage rates shall also be used when determining wages paid for change order items. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of the Contractor's mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor in meeting his prevailing wage obligations, or the Contractor's willful failure to pay the correct rates of prevailing wages. The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor, and the Contractor shall be bound by the provisions of Labor Code section 1775.

Any worker employed to perform work on the project, which work is not covered by any classification listed in the general prevailing rate of per diem wages determined by the Director of Industrial Relations, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to work to be performed. Such minimum wage rate shall be retroactive to the time of initial employment of such person in such classification.

Pursuant to Labor Code section 1773.1, per diem wages are deemed to include employer payments for health and welfare, pension, vacation, travel time, subsistence pay and similar purposes. Contractor shall post at appropriate conspicuous points on the site of project, a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned.

Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman,

apprentice, worker, or other employee employed by him in connection with the public work.

The payroll records required above shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

- a) A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his or her authorized representative on request.
- b) A certified copy of all payroll records shall be made available for inspection or furnished upon request to a representative of District, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.
- c) A certified copy of all payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. The public shall not be given access to such records at the principal office of the Contractor.

Contractor shall file a certified copy of the records required above with the District or entity that requested such records within ten days after receipt of a written request. Any copies of records made available for inspection as copies and furnished upon request to the public or any public agency by the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor shall not be marked or obliterated.

Contractor shall inform the District of the location of the records required above, including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.

In the event of noncompliance with the requirements of this article regarding maintenance of records, the Contractor shall have ten days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this article. Should noncompliance still be evident after such ten-day period, the Contractor shall, as a penalty by the District, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalty shall be withheld from progress payments then due.

ARTICLE 2. APPRENTICES: Apprentices of any crafts or trades may be employed and, when required by Labor Code section 1777.5, shall be employed provided they are properly indentured to the Contract in full compliance with provisions of the Labor Code. The prime contractor shall bear the responsibility of compliance with Labor Code section 1777.5 for all apprenticeable occupations and agrees that he will comply with said section which reads: "Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works. Every apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he is employed, and shall be employed only at the work of the craft or trade to which he is registered."

Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4 (commencing with Section 3070), of Division 3, of the Labor Code, are eligible to be employed on public works. The employment



and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which he or she is training.

When the contractor to whom the contract is awarded by the District, in performing any of the work under the contract or subcontract, employs workers in any apprenticeable craft or trade, the contractor and subcontractor shall apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the site of the public work for a certificate approving the contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, approval as established by the joint apprenticeship committee or committees shall be subject to approval of the Administrator of Apprenticeship. The joint apprenticeship committee or committees, subsequent to approving the subject contractor or subcontractor, shall arrange for the dispatch of apprentices to the contractor or subcontractor in order to comply with this section. Every contractor and subcontractor shall submit contact award information to the applicable joint apprenticeship committee which shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices to be employed, and the approximate date the apprentices will be employed. There shall be an affirmative duty upon the joint apprenticeship committee or committees administering the apprenticeship standards of the craft or trade in the area of the site of the public work to ensure equal employment and affirmative action in apprenticeship for women and minorities. Contractors or subcontractors shall not be required to submit individual applications for approval to local joint apprenticeship committees provided they are already covered by the local apprenticeship standards. The ratio of work performed by apprentices to journeymen who shall be employed in the craft or trade on the public work may be the ratio stipulated in the apprenticeship standards under which the joint apprenticeship committee operates, but, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of labor performed by a journeyman. However, the minimum ratio for the land surveyor classification shall not be less than one apprentice for each five journeymen.

Any ratio shall apply during any day or portion of a day when any journeyman, or the higher standard stipulated by the joint apprenticeship committee, is employed at the job site and shall be computed on the basis of the hours worked during the day by journeymen so employed, except for the land surveyor classification. The Contractor shall employ apprentices for the number of hours computed as above before the end of the contract. However, the Contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the job site. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Division of Apprenticeship Standards, upon application of a joint apprenticeship committee, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

The Contractor or subcontractor, if he is covered by this section, upon the issuance of the approval certificate, or if he has been previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the apprenticeship standards. Upon proper showing by the Contractor that he employs apprentices in such craft or trade in the state on all of his contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by a journeyman, or in the land surveyor classification, one apprentice for each five journeymen, the Division of Apprenticeship Standards may grant a certificate exempting the Contractor from the 1-to-5 hourly ratio as set forth in the section. This section shall not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor, when the contracts of general contractors

or those specialty contractors involve less than thirty thousand (\$30,000) or 20 working days. This section shall not use any work performed by a journeyman in excess of eight hours per day or 40 hours per week to calculate the hourly ratio.

"Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with the rules and regulations prescribed by the Apprenticeship Council. The joint apprenticeship committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting a contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met: a) Unemployment for the previous three-month period in such area exceeds an average of 15 percent. b) The number of apprentices in training in such area exceeds a ratio of 1-to-5. c) If there is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis, or on a local basis. d) Assignment of an apprentice to any work performed under a public works contract would create a condition which would jeopardize his life, or the life, safety, or property of fellow employees or the public at large or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

When exemptions are granted to an organization which represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

A contractor to whom the contract is awarded, or any subcontractor under him who, employs journeymen or apprentices in any apprenticeable craft or trade to perform work under the contract and who is not contributing to a fund or funds to administer and conduct the apprenticeship program in any craft or trade in the area of the site of the public work, to which fund or funds other contractors in the area of the site of the public work are contributing, shall contribute to the fund or funds in each craft or trade in which he employs journeymen or apprentices on the public work in the same amount or upon the same basis and in the same manner as the other contractors do. Where the trust fund administrators are unable to accept the fund, contractors not signatory to the trust agreement shall pay a like amount to the California Apprenticeship Council. This contractor or subcontractor may add the amount of the contributions in computing his bid for the contract. The Division of Labor Standards Enforcement is authorized to enforce the payment of the contributions to the fund or funds as set forth in Labor Code Section 227.

The District awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor. All decisions of the joint apprenticeship committee under this section are subject to Labor Code Section 3081.

ARTICLE 3. WORK HOURS: As provided in article 3 (commencing at section 1810), chapter 1, part 7, division 2 of the Labor Code, eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by the Contractor or by any subcontractor on any subcontract under this contract upon the work or upon any part of the work contemplated by this contract is limited and restricted to eight (8) hours during any one-calendar day and forty (40) hours during any one-calendar week, except as hereinafter provided. Notwithstanding the provisions hereinabove set forth, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight



(8) hours per day at not less than one and one-half times the basic rate of pay.

The Contractor and every subcontractor shall keep accurate record showing the name and actual hours worked each calendar day and each calendar week by each worker employed by him in connection with the work or any part of the work contemplated by this contract. The record shall be kept open at all reasonable hours to the inspection of the District and the Division of Labor Law Enforcement, Department of Industrial Relations of the State of California.

The Contractor shall pay to the District a penalty of twenty-five dollars (\$25) for each worker employed in the execution of this contract by the Contractor or by any subcontractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week in violation of the provisions of article 3 (commencing at section 1810), chapter 1, part 7, division 2 of the Labor Code.

Any work necessary to be performed after regular working hours, or on Sundays or other holidays shall be performed without additional expense to District

ARTICLE 4. SUBCONTRACTING: Contractor agrees to bind every subcontractor by terms of the contract as far as such terms are applicable to subcontractor's work. If Contractor shall subcontract any part of this contract, Contractor shall be fully responsible to District for acts and omissions of subcontractor and of persons either directly or indirectly employed. Nothing contained in contract documents shall create any contractual relation between any subcontractor and District.

ARTICLE 5. ASSIGNMENT: Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations under this contract without prior written consent of District.

ARTICLE 6. WORKERS' COMPENSATION INSURANCE: The Contractor shall provide, during the life of this contract, workers' compensation insurance for all its employees engaged in work under this contract, or at the site of the project, and if work is sublet, the Contractor shall require the subcontractor similarly to provide workers' compensation insurance for all the latter's employees. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by the Contractor's insurance. The Contractor shall provide to the District a Certificate regarding Workers' Compensation available from the District prior to performing the work of the contract.

ARTICLE 7. PROOF OF INSURANCE: Contractor must provide Commercial General Liability Insurance (including automobile insurance) which provides limits of not less than \$1,000,000 per occurrence (combined single limit) and \$2,000,000 Project Specific Aggregate (for this project only). Any general liability policy provided by Contractor hereunder shall contain an endorsement which applies its coverage to District, members of District's Board of Trustees, and the officers, agents, employees and volunteers of District, the State Allocation Board, if applicable, the architect, and the architect's consultants, if applicable, individually and collectively as additional insured. Coverage additional to that shown above to be evidenced in a provided Certificate of Insurance is as follows: Products-Comp/Ops Aggregate \$1,000,000; Automobile \$1,000,000; Personal and Advertising Injury \$1,000,000; Each Occurrence \$1,000,000; Fire Damage minimum \$100,000*; Medical Expense (per person) \$5,000. *Activities that place buildings at risk for fire (use of kitchen, portable lighting, heavy electrical gear, etc. must have a \$1,000,000 Property/Fire limit.

The limits set forth above shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit contractor's indemnification obligations to District, and shall not

preclude the District from taking such other actions available to District under other provisions of the contract documents or law.

Contractor and any subcontractor shall not commence work nor shall he allow any subcontractor to commence work under this contract until all required insurance certificates have been delivered to and approved by District.

ARTICLE 8. INDEMNIFICATION: District shall not be liable for, and Contractor shall defend and indemnify District against any and all claims, demands, liability, judgements, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this contract arising either directly or indirectly from any act, error, omission or negligence of Contractor or its contractors, licensees, agents, servants or employees, including, without limitation, Claims caused by the concurrent act, error, omission or negligence of District or its agents or employees. However, Contractor shall have no obligation to defend or indemnify District from a Claim if its determined by a court of competent jurisdiction that such Claim was caused by the active negligence, sole negligence, or willful misconduct of District or its agents or employees.

ARTICLE 9. MATERIALS: Contractor warrants good title to all material, supplies and equipment installed or including in the work. Except as otherwise specifically stated in this contract, Contractor shall provide and pay for all materials, labor, tools, equipment, water, lights, power, transportation, superintendence, temporary constructions of every nature, and all other services and facilities of every nature whatsoever necessary to execute and complete this contract within specified time. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of good quality. Materials shall be furnished in ample quantities and at such times as to insure uninterrupted progress of work. Contractor shall be entirely responsible for damage or loss by weather or other causes to materials or work under this contract.

ARTICLE 10. PATENTS, ROYALTIES AND INDEMNITIES: The Contractor shall hold and save the District and its officers, agents and employees harmless from liability of any nature or kind, including cost and expense, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of this contract, including its use by the District, unless otherwise specifically stipulated in the contract documents.

ARTICLE 11. GUARANTEE: Besides guarantees required elsewhere, Contractor shall, and hereby does, guarantee all work for a period of one year after date of acceptance of work by District and shall repair or replace any or all such work, together with any other work, which may be displaced in so doing, that may prove defective in workmanship and/or materials within a one year period from date of acceptance without expense whatsoever to District, ordinary wear and tear, unusual abuse or neglect excepted. District will give notice of observed defects with reasonable promptness. Contractor shall notify District upon completion of repairs.

This article does not in any way limit the guarantee of any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish District all appropriate guarantee or warranty certificates upon completion of the project.

ARTICLE 12. PROTECTION OF WORK AND PROPERTY: The Contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of this contract and shall be responsible for the proper care and protection of all materials delivered and work performed until



completion and final acceptance by the District. All work shall be solely at the Contractor's risk. Contractor shall adequately protect adjacent property from settlement or loss of lateral support as provided by law and contract documents. Contractor shall take all necessary precautions for safety of employees on the work and shall comply with all applicable safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to premises where work is being performed. Contractor shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safeguards, signs, barriers, light and watchmen for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of construction. Contractor shall designate a responsible member of the organization on the work, whose duty shall be prevention of accidents. Contractor shall report name and position of person so designated to District.

ARTICLE 13. DISTRICT'S RIGHT TO TERMINATE CONTRACT: If the Contractor refuses or fails to prosecute the work or any separable part thereof with such diligence as will insure its completion within the time specified or any extension thereof, or fails to complete said work within such time, or if the Contractor should be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of insolvency, or if Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials to complete the work in time specified, or should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, ordinances or instructions of District, or otherwise be guilty of a substantial violation of any provision of the contract, or if Contractor or subcontractors should violate any of the provisions of this contract, then District may, without prejudice to any other right or remedy, serve written notice upon Contractor and surety of its intention to terminate this contract, such notice to contain the reasons for such intention to terminate, and unless within ten days after the service of such notice such condition shall cease or such violation shall cease and satisfactory arrangements for the correction thereof be made, this contract shall upon the expiration of said ten (10) days, cease and terminate.

ARTICLE 14. COMPLIANCE WITH STORM WATER PERMIT

Contractor shall be required to comply with all conditions of the State Water Resources Control Board ("State Water Board") National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity ("Permit") – General NPDES Permit No. CAS000004 adopted by the State Water Resources Control Board. Contractor shall be responsible for filing the Notice of Intent and for obtaining the Permit and include all costs in the Contract amount. Contractor shall be responsible for procuring, implementing and complying with the provisions, monitoring and reporting requirements as required by the Permit. Contractor shall provide copies of all reports and monitoring information to the District Representative. Failure to comply with the Permit is in violation of federal and state law.

ARTICLE 15. CLEAN UP: Contractor at all times shall keep premises free from debris such as waste, rubbish and excess materials and equipment caused by his work; debris shall be removed from premises. Contractor shall not leave debris under, in, or about the premises. Upon completion of work Contractor shall clean interior and exterior of building including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections and any areas where debris has collected so surfaces are free from foreign material or discoloration; Contractor shall clean and polish all glass, plumbing fixtures and finish hardware and similar finish surfaces and equipment and remove temporary fencing, barricades, planking and construction toilet and similar temporary facilities from site.

ARTICLE 16. PROVISIONS REQUIRED BY LAW DEEMED

INSERTED: Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provisions is not inserted, or is not correctly inserted then upon application of either party the contract shall forthwith be physically amended to make such insertion or correct.

ARTICLE 17. EXCAVATION DEEPER THAN FOUR FEET: If this contract involves digging trenches or other excavations that extend deeper than four feet below the surface, then all of the following apply:

- a. The Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing of any: (1) Material that the Contractor believes may be material that is hazardous waste, as defined in section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law. (2) Subsurface or latent physical conditions at the site differing from those indicated. (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract.
- b. Upon receiving any such notice, the District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in this contract.
- c. In the event that a dispute arises between the District and the Contractor whether the conditions materially differ or involve hazardous waste, or cause a decrease or increase in the Contractors' cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by this contract, but shall proceed with all work to be performed under the contract. A contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protest between the contracting parties.

ARTICLE 18. REMOVAL OR RELOCATION OF MAIN OR TRUNKLINE UTILITY FACILITIES:

The Contractor shall not be assessed for liquidated damages for delay in completion of this project, when such delay was caused by the failure of the awarding authority of this contract or the owner of the utility to provide for removal or relocation of the existing main or trunkline utility facilities; however, when the Contractor is aware that removal or relocation of an existing utility has not been provided for, Contractor shall promptly notify the awarding authority and the utility in writing, so that provision for such removal or relocation may be made to avoid and minimize any delay which might be caused by the failure to remove or relocate the main or trunkline utility facilities, or to provide for its removal or relocation. In accordance with section 4215 of the Government Code, if the Contractor while performing the contract discovers any existing main or trunkline utility facilities not identified by the public agency in the contract plans or specifications, he shall immediately notify the public agency and utility in writing. The public utility, where they are the owners, shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price. The Contractor shall be compensated for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work.

ARTICLE 19. CHANGE ORDERS: Change orders may not cause the total aggregate cost of the project to exceed \$15,000 or the project will become subject to competitive bidding. The District, without



invalidating contract, and as provided by law, may order extra work or make changes by altering, adding to, or deducting from work, the contract sum being adjusted accordingly. All such work shall be subject to prevailing wage rates and shall be executed under the conditions of the original contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change. In giving instructions, Contractor agrees that the District shall have authority to make minor changes in work, not involving change in cost, and not inconsistent with the purposes or approvals of the project. Otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless pursuant to a written order from District, and no claim for an addition to the contract sum shall be valid unless so ordered.

ARTICLE 20. RESOLUTION OF CONSTRUCTION CLAIMS OF \$375,000 OR LESS: For public work claims of \$375,000 or less between Contractor and District, if District has not elected to resolve disputes by arbitration pursuant to article 7.2 (commencing with section 10240) of chapter 1 of part 2 of the Public Contract Code, the provisions of article 1.5 (commencing with section 20104) of chapter 1 of part 3 of the Public Contract Code apply ("Article 1.5").

For purposes of Article 1.5, "public work" has the same meaning as in section 3100 and 3106 of the Civil Code. "Claim" means a separate demand by Contractor for a time extension, or payment of money or damages for work done by or for Contractor, payment for which is not otherwise expressly provided in the contract or to which Contractor would not otherwise be entitled, or a payment disputed by District.

Each claim shall be submitted in writing before the date of final payment and shall include all necessary substantiating documentation. District shall respond in writing within forty-five (45) days of receipt of the claim if the claim is less than \$50,000 ("\$50,000 claim") or within sixty (60) days of receipt of the claim, if the claim is over \$50,000 but less than or equal to \$375,000 ("\$50,000-\$375,000 claim"). In either case, District may request in writing within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the District may have against the claimant. Any additional information shall be requested and provided upon mutual agreement of the District and the claimant. District's written response to the claim shall be submitted to claimant within fifteen (15) days after receipt of the further documentation for \$50,000 claims or within thirty (30) days after receipt of the further documentation for \$50,000-\$375,000 claims or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

Within fifteen (15) days of receipt the District's response, if claimant disputes District's written response or within fifteen (15) days of the District's failure to respond within the time prescribed, the claimant shall provide written notification to District demanding an informal conference to meet and confer ("conference") to be scheduled by the District within thirty (30) days. If the claim or any portion of the claim remains in dispute following the meet and confer ("meet and conference") to be scheduled by the District within 30 days. If the claim or any portion of the claim remains in dispute following the meet and confer conference, the claimant may file a claim as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the period of time within which a claim must be filed is tolled from the time the claimant submits a written claim until the time the claim is denied, including time utilized as a result of the meet and confer process.

If a civil action is filed to resolve claims within sixty (60) days (but no earlier than thirty (30) days) following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation

process shall provide that both parties select a disinterested third person mediator within fifteen (15) days, shall be commenced within thirty (30) days of the submittal and concluded within fifteen (15) days from the commencement of the mediation unless time is extended upon a good case showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

If the material remains in dispute, the case shall be submitted to judicial arbitration pursuant to chapter 2.5 (commencing with section 1141.10) of title 3 of part 3 of the Code of Civil Procedure, notwithstanding section 1141.11 of that code. The Civil Discovery Act of 1986 (article 3, commencing with section 2016, of chapter 3 of title 3 or part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration. The court may, upon request by any party, order any witness to participate in the mediation or arbitration process.

Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates not to exceed their customary rate. Such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall state or county funds pay these fees or expenses. Any party who, after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgement, shall pay the attorney's fees of the other party arising out of the trial de novo in addition to payment of costs and fees required under chapter 2.5 (commencing with section 1141.10) of title 3 of part 3 of the Code of Civil Procedure. District shall not fail to pay any portion of a claim which is undisputed unless otherwise provided herein and shall pay interest at the legal rate commencing on the date the suit is filed in court on any arbitration award or judgement.

ARTICLE 21. DRUG FREE/SMOKE FREE/ALCOHOL FREE POLICY: All District sites are designated drug free/smoke free/alcohol free. The use or abuse of controlled substances, tobacco products and alcohol will not be tolerated.

THIS CONCLUDES THE GENERAL TERMS AND CONDITIONS
DATED 12/8/14
consisting of Article 1 through Article 21



ATTACHMENT C
CONTRACTOR'S CERTIFICATE REGARDING
WORKERS' COMPENSATION

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.



Signature, Contractor's Authorize Representative



Name of Contractor's Authorized Representative, (Printed or Typed)

(In accordance with article 5 (commencing at section 1860), chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

264



Marysville Joint Unified School District

ATTACHMENT D

This Criminal Background - Fingerprinting Certification form **must** be taken to our **Purchasing Department** at the Marysville Joint Unified School District, 1919 B Street, Marysville, CA 95901.

CRIMINAL BACKGROUND
INVESTIGATION/ FINGERPRINTING CERTIFICATION

PROJECT NAME OR CONTRACT NO.: Remove and replace insulation at Abraham Lincoln School between the Marysville Joint Unified School District ("District" or "Owner") and Jeff Huber Construction. ("Contractor" or "Bidder").

The undersigned does hereby certify to the governing board of the District as follows:

That I am a representative of the Contractor currently under contract ("Contract") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken at least one of the following actions with respect to the construction Project that is the subject of the Contract (check all that apply):

☒ The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122. 1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

☐ Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees and District pupils at all times; and/or

☐ Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor 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 Contractor's employees and its subcontractors' employees is

Name: Jeff Huber

Title: Owner

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



Marysville Joint Unified School District

ATTACHMENT E

**PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION**

PROJECT NAME OR CONTRACT NO.: Remove and replace insulation at Abraham Lincoln School
between Marysville Joint Unified School District (the "District" or the "Owner") and Jeff Huber
Construction (the "Contractor" or the "Bidder").

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project including, without limitation, the District's labor compliance program, if in use on this Project.

Date: 11-21-14

Proper Name of Contractor: Jeffrey Carl Huber

Signature: [Handwritten Signature]

Print Name: Jeff Huber

Title: Owner

END OF DOCUMENT

266



**Marysville Joint Unified School District
1919 B Street, Marysville, California 95901
Maintenance Department 530-749-6183**

PUBLIC WORKS CONTRACT FOR SERVICES UNDER \$15,000

THIS CONTRACT made and entered into on December 9, 2014 by and between Visual Impact Signs, hereinafter called the **CONTRACTOR** and the **MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT** hereinafter called the **DISTRICT**.

WITNESSETH; The parties do hereby contract and agree as follows:

1. The **CONTRACTOR** shall furnish labor and materials to the **DISTRICT** in accordance with the **Terms & Conditions** set forth in **Attachment B** hereof and incorporated herein by this reference and any specifications attached for a total contract price of:

Four Thousand Twenty Seven and 75/100 Dollars (\$ 4,027.75)

(MAY NOT EXCEED \$15,000) to be paid in full within thirty (30) days after completion and acceptance

2. Contractor shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following classification: C-45 license Contractor. This contract shall commence on December 13, 2014 with work to be completed within fifteen (25) consecutive days and/or by January 6, 2015. (Check contractor license classification appropriateness at: <http://www.cslb.ca.gov/GeneralInformation/Library/LicensingClassifications/> and contractor license status at: <https://www2.cslb.ca.gov/OnlineServices/CheckLicenseII/CheckLicense.aspx>).
3. **SCOPE OF WORK:** By submitting a proposal, contractors warrant that they have made a site examination as they deem necessary as to the condition of the site and certify all measurements, specifications and conditions affecting the work to be performed at the site. Proposals are subject to acceptance by the signing of a contract and issuance of an appropriate purchase order. The District reserves the right to accept or reject any and all quotes and reserves the right to waive any informality in any quote. **CONTRACTOR PROPOSES TO FURNISH LABOR AND MATERIAL IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:** (Describe in detail the scope of the proposed project and materials to be furnished)

- Refer to Exhibit A, attached hereto

EXHIBIT A



91 Plumas Street • Yuba City, CA 95991 • Ph (530) 755-9996 • Fax (530) 671-1236

CCL #951979

PROPOSAL AND SECURITY AGREEMENT

SUBMITTED TO:

MJUSD Maintenance
Matt Hall / Terry Billadeau
1919 B Street
Marysville, CA 95901

DATE:

11.10.14

BY:

Adel Mitchell

JOB LOCATION:

Cedar Lane Elementary School
Jill Segner
841 Cedar Lane
Marysville, CA 95901

Phone Numbers:

530.741.6112
Matt Cell 530-701-9625

Fax:

530-741-7874

GENERAL DESCRIPTION:

QUANTITY

EACH

EXTENDED

Replace four LED driver boards. Flashing LEDs in random spots.

4

\$595.00

\$2,380.00

Replace two LED driver boards. 1 LED out on each.

2

\$595.00

\$1,190.00

Labor to replace LED driver boards.

1

\$115.00

\$115.00

Vacuum and clean sign.

1

\$75.00

\$ 75.00

One year warantee on electrical and workmanship.

OK FOR
P.O.
TS

- LANDLORD APPROVAL IS THE RESPONSIBILITY OF THE PURCHASER
- ELECTRICAL SERVICE TO SIGN LOCATION(S) WILL BE CUSTOMERS RESPONSIBILITY
- REBAR IN CONCRETE WALLS CAUSING EXCESSIVE DRILLING TIME IS NOT INCLUDED
- CALICHE OR OTHER OBSTRUCTIONS IN GROUND CAUSING EXCESSIVE DRILLING TIME IS NOT INCLUDED
- SHIPPING, CRATING AND STORAGE CHARGES ARE NOT INCLUDED IN CONTRACT
- PERMIT FEES, ENGINEERING FEES, CERTIFIED INSPECTION FEES AND TIME TO OBTAIN ARE NOT INCLUDED IN CONTRACT AND WILL BE BILLED ACCORDINGLY
- CONTRACT PRICE IS SUBJECT TO CHANGE BASED UPON APPROVED ENGINEERING

ALL WORK TO BE PERFORMED FOR THE SUM OF\$ **\$3,760.00**

Time is of the essence of this agreement. This proposal shall be deemed revoked by Visual Impact Signs unless accepted within 120 days by Customer. Upon acceptance by signature below, Customer hereby purchases and Visual Impact Signs hereby sells the SIGN herein described. Payment in full is due upon project completion. Project completion is defined as the date on which the SIGN is installed and working properly. Accounts 30 days overdue shall accrue interest at a rate of 1 1/2% per month (18% per annum) until paid in full. To secure payment of the purchase price herein and all other obligations of Customer to Visual Impact Signs arising from this or any other transaction, additions, accessions, replacements thereto and proceeds, under the terms and conditions expressed herein and on the reverse side of this form, Customer and Visual Impact Signs agree that regardless of the manner of affiliation, the SIGN shall remain personal property and not become part of the real estate. Conditional (installment) sale, lease or lease/sale terms and conditions shall be set forth in a written Addendum to this agreement and shall be effective as a modification of this agreement only if in writing signed by Visual Impact Signs and Customer. No oral agreement shall be binding. Visual Impact Signs hereby guarantees workmanship and materials for a period of one year from date of completion except that neon tubing and lamps are guaranteed for a period of 90 days from completion. Customer hereby warrants and represents that he has read, understands and agrees to be bound by the terms and conditions set forth herein and on the reverse hereof.

TAX **\$267.75**

TOTAL **\$4,027.75**

50% Deposit **\$2,013.88**

Balance **\$2,013.88**

Due Upon Completion

ACCEPTED FOR VISUAL IMPACT SIGNS (SECURED PARTY):

268



NONCOLLUSION AFFIDAVIT

The party making the foregoing bid certifies that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

SCHOOL SAFETY ACT – COMMUNICATIONS WITH PUPILS

In accordance with Education Code Section 45125.1, the District has determined that fingerprinting and certification will be required of the employees of the contractor who provide services under this contract (certification form attached).
In accordance with Education Code Section 45125.2, the District has determined that an exemption exists under requirements of 45125.1, and that workers may have other than limited contact with students. Therefore, the Contractor is required to provide or agree to one or more of the following: (to be determined by District)

- ☐ Installation of physical barrier at the work site to limit contact with pupils.
 - ☐ Surveillance of employees of the Contractor by school personnel.
 - ☐ Continual supervision and monitoring of all employees of the Contractor by an employee of the Contractor whom the DOJ has ascertained has not been convicted of a violent or serious felony.
- Supervisor's Name: _____
Soc. Sec. No. _____

In accordance with Education Code Section 45125.1, subdivision c, the District has determined that this contract is not subject to Education Code Section 45125.1 (a), because the contractor's employees, including the employees of any subcontractor, will have only "limited contact" with pupils on the site. Justifications is as follows:

- ☒ Work will be performed on a day or days when school is not in session (holidays, weekend or non-teaching days – may not include after school hours).
- ☐ Other, describe _____

Signature: _____ Title: DIE MAINT. Date: 1-21-15
Signature of District Official responsible for assuring selected conditions are met in accordance with Education Code Section 45125.2, if applicable.

Contractor understands that District department staff may monitor and evaluate adherence to these conditions during the performance of their work.

IN WITNESS WHEREOF, the parties hereunto have subscribed to this Contract, including all Contract Documents as listed below:

- | | |
|---|---|
| <input type="checkbox"/> Work Specs/Scope of Work Statement | <input type="checkbox"/> Contractor Certification Form – Attachment A |
| <input type="checkbox"/> Certificates of Insurance | <input type="checkbox"/> Terms and Conditions dated _____ - Attachment B |
| <input type="checkbox"/> Non Collusion Affidavit | <input type="checkbox"/> Workers' Compensation Certificate – Attachment C |
| <input type="checkbox"/> Purchase Order No. _____ | <input type="checkbox"/> and W9 Form |

TYPE OF BUSINESS ENTITY

- ☐ Individual
- ☐ Sole Proprietorship
- ☐ Partnership
- ☒ Corporation
- ☐ Other

TAX IDENTIFICATION

35-2416600
Employer Identification Number

Social Security Number

License No: 951979 Classification: C45 Expiration Date: 12/31/15
(District Use Only: License verified by [Signature] Date: 1/21/15)

I hereby agree to abide by these terms and conditions if awarded the project as described herein. Under penalty of perjury I certify that I am a duly authorized agent/representative of the company providing this proposal. I also certify that none of the individuals identified on attached certification form (if applicable) or any individual identified above as been convicted of a felony as defined in Education Code 65122.1

Date: 12/3/14

Company Name: Visual Impact Signs

Address: 791 Plumas St.

Yuba City, CA 95991

Authorized Signature: [Signature]

Printed Name: Adel Mitchell

Title: Sales / Pres

Phone: 530.755.9996 Fax: 530.671.1236

Accepted by: [Signature]
Signature of District Representative

Title: ASSE. SUPT. Date: 12/2/14



ATTACHMENT A – CONTRACTOR CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1

The District has determined under Education Code Section 45125.1, subdivision (c) that in performing services to this contract, Contractor's employees may have contact with pupils. As required under Education Code Section 45125.1, subdivision (a), Contractor shall require their employees, including the employees of any subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

Contractor shall not permit any employee to perform services who may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has not criminal charges pending for a felony as defined in Section 45122.1.

Contractor shall certify in writing to the District that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1.

Contractor shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Contractor's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Contractor for using employees who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

It is understood that by signing this document Contractor agrees that they are familiar with Education Code Section 45122.1. The following individuals are employees of contractor who may come in contact with pupils in the performance of services in this contract.

Name

Social Security No.

I certify that none of the individuals identified above has been convicted of a felony as defined in Education Code Section 45122.1.

Dated:

12/3/14

Visual Impact Signs (Company)

(Signature)

Sales / President (Title)

(Complete only if pertinent)

270



ATTACHMENT B **TERMS AND CONDITIONS**

ARTICLE 1. WAGE RATES: Pursuant to the provisions of article 2 (commencing at section 1770), chapter 1, part 7, divisions 2 of the Labor Code of California, the Director of Industrial Relations has ascertained the general prevailing rate of per diem wages in the locality in which this public work is to be performed for each craft, classification or type of worker needed to execute the contract. Copies of said determinations are on file at District's principal office and available to any interested party on request. Refer to web site (www.dir.ca.gov).

Holiday and overtime work, when permitted by law, shall be paid for at a rate of at least one and one-half times the general prevailing rate of per diem wages as determined by the Director of Industrial Relations, unless otherwise specified. Each worker of the Contractor or any of his subcontractors engaged in work on the project shall be paid not less than the general prevailing rate of per diem wages determined by the Director of Industrial Relations, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such workers.

Each worker needed to execute the work on the project shall be paid travel and subsistence payments, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed with the Department of Industrial Relations in accordance with Labor Code section 1173.8.

The Contractor shall, as a penalty to the District, forfeit not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under the contract by him or by any subcontractor under him. Prevailing wage rates shall also be used when determining wages paid for change order items. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of the Contractor's mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor in meeting his prevailing wage obligations, or the Contractor's willful failure to pay the correct rates of prevailing wages. The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor, and the Contractor shall be bound by the provisions of Labor Code section 1775.

Any worker employed to perform work on the project, which work is not covered by any classification listed in the general prevailing rate of per diem wages determined by the Director of Industrial Relations, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to work to be performed. Such minimum wage rate shall be retroactive to the time of initial employment of such person in such classification.

Pursuant to Labor Code section 1773.1, per diem wages are deemed to include employer payments for health and welfare, pension, vacation, travel time, subsistence pay and similar purposes. Contractor shall post at appropriate conspicuous points on the site of project, a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned.

Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman,

apprentice, worker, or other employee employed by him in connection with the public work.

The payroll records required above shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

- a) A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his or her authorized representative on request.
- b) A certified copy of all payroll records shall be made available for inspection or furnished upon request to a representative of District, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.
- c) A certified copy of all payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. The public shall not be given access to such records at the principal office of the Contractor.

Contractor shall file a certified copy of the records required above with the District or entity that requested such records within ten days after receipt of a written request. Any copies of records made available for inspection as copies and furnished upon request to the public or any public agency by the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor shall not be marked or obliterated.

Contractor shall inform the District of the location of the records required above, including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.

In the event of noncompliance with the requirements of this article regarding maintenance of records, the Contractor shall have ten days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this article. Should noncompliance still be evident after such ten-day period, the Contractor shall, as a penalty by the District, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalty shall be withheld from progress payments then due.

ARTICLE 2. APPRENTICES: Apprentices of any crafts or trades may be employed and, when required by Labor Code section 1777.5, shall be employed provided they are properly indentured to the Contract in full compliance with provisions of the Labor Code. The prime contractor shall bear the responsibility of compliance with Labor Code section 1777.5 for all apprenticeable occupations and agrees that he will comply with said section which reads: "Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works. Every apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he is employed, and shall be employed only at the work of the craft or trade to which he is registered."

Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4 (commencing with Section 3070), of Division 3, of the Labor Code, are eligible to be employed on public works. The employment



and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which he or she is training.

When the contractor to whom the contract is awarded by the District, in performing any of the work under the contract or subcontract, employs workers in any apprenticeable craft or trade, the contractor and subcontractor shall apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the site of the public work for a certificate approving the contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, approval as established by the joint apprenticeship committee or committees shall be subject to approval of the Administrator of Apprenticeship. The joint apprenticeship committee or committees, subsequent to approving the subject contractor or subcontractor, shall arrange for the dispatch of apprentices to the contractor or subcontractor in order to comply with this section. Every contractor and subcontractor shall submit contact award information to the applicable joint apprenticeship committee which shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices to be employed, and the approximate date the apprentices will be employed. There shall be an affirmative duty upon the joint apprenticeship committee or committees administering the apprenticeship standards of the craft or trade in the area of the site of the public work to ensure equal employment and affirmative action in apprenticeship for women and minorities. Contractors or subcontractors shall not be required to submit individual applications for approval to local joint apprenticeship committees provided they are already covered by the local apprenticeship standards. The ratio of work performed by apprentices to journeymen who shall be employed in the craft or trade on the public work may be the ratio stipulated in the apprenticeship standards under which the joint apprenticeship committee operates, but, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of labor performed by a journeyman. However, the minimum ratio for the land surveyor classification shall not be less than one apprentice for each five journeymen.

Any ratio shall apply during any day or portion of a day when any journeyman, or the higher standard stipulated by the joint apprenticeship committee, is employed at the job site and shall be computed on the basis of the hours worked during the day by journeymen so employed, except for the land surveyor classification. The Contractor shall employ apprentices for the number of hours computed as above before the end of the contract. However, the Contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the job site. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Division of Apprenticeship Standards, upon application of a joint apprenticeship committee, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

The Contractor or subcontractor, if he is covered by this section, upon the issuance of the approval certificate, or if he has been previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the apprenticeship standards. Upon proper showing by the Contractor that he employs apprentices in such craft or trade in the state on all of his contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by a journeyman, or in the land surveyor classification, one apprentice for each five journeymen, the Division of Apprenticeship Standards may grant a certificate exempting the Contractor from the 1-to-5 hourly ratio as set forth in the section. This section shall not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor, when the contracts of general contractors

or those specialty contractors involve less than thirty thousand (\$30,000) or 20 working days. This section shall not use any work performed by a journeyman in excess of eight hours per day or 40 hours per week to calculate the hourly ratio.

"Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with the rules and regulations prescribed by the Apprenticeship Council. The joint apprenticeship committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting a contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met: a) Unemployment for the previous three-month period in such area exceeds an average of 15 percent. b) The number of apprentices in training in such area exceeds a ratio of 1-to-5. c) If there is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis, or on a local basis. d) Assignment of an apprentice to any work performed under a public works contract would create a condition which would jeopardize his life, or the life, safety, or property of fellow employees or the public at large or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

When exemptions are granted to an organization which represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

A contractor to whom the contract is awarded, or any subcontractor under him who, employs journeymen or apprentices in any apprenticeable craft or trade to perform work under the contract and who is not contributing to a fund or funds to administer and conduct the apprenticeship program in any craft or trade in the area of the site of the public work, to which fund or funds other contractors in the area of the site of the public work are contributing, shall contribute to the fund or funds in each craft or trade in which he employs journeymen or apprentices on the public work in the same amount or upon the same basis and in the same manner as the other contractors do. Where the trust fund administrators are unable to accept the fund, contractors not signatory to the trust agreement shall pay a like amount to the California Apprenticeship Council. This contractor or subcontractor may add the amount of the contributions in computing his bid for the contract. The Division of Labor Standards Enforcement is authorized to enforce the payment of the contributions to the fund or funds as set forth in Labor Code Section 227.

The District awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor. All decisions of the joint apprenticeship committee under this section are subject to Labor Code Section 3081.

ARTICLE 3. WORK HOURS: As provided in article 3 (commencing at section 1810), chapter 1, part 7, division 2 of the Labor Code, eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by the Contractor or by any subcontractor on any subcontract under this contract upon the work or upon any part of the work contemplated by this contract is limited and restricted to eight (8) hours during any one-calendar day and forty (40) hours during any one-calendar week, except as hereinafter provided. Notwithstanding the provisions hereinabove set forth, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight



(8) hours per day at not less than one and one-half times the basic rate of pay.

The Contractor and every subcontractor shall keep accurate record showing the name and actual hours worked each calendar day and each calendar week by each worker employed by him in connection with the work or any part of the work contemplated by this contract. The record shall be kept open at all reasonable hours to the inspection of the District and the Division of Labor Law Enforcement, Department of Industrial Relations of the State of California.

The Contractor shall pay to the District a penalty of twenty-five dollars (\$25) for each worker employed in the execution of this contract by the Contractor or by any subcontractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week in violation of the provisions of article 3 (commencing at section 1810), chapter 1, part 7, division 2 of the Labor Code.

Any work necessary to be performed after regular working hours, or on Sundays or other holidays shall be performed without additional expense to District

ARTICLE 4. SUBCONTRACTING: Contractor agrees to bind every subcontractor by terms of the contract as far as such terms are applicable to subcontractor's work. If Contractor shall subcontract any part of this contract, Contractor shall be fully responsible to District for acts and omissions of subcontractor and of persons either directly or indirectly employed. Nothing contained in contract documents shall create any contractual relation between any subcontractor and District.

ARTICLE 5. ASSIGNMENT: Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations under this contract without prior written consent of District.

ARTICLE 6. WORKERS' COMPENSATION INSURANCE: The Contractor shall provide, during the life of this contract, workers' compensation insurance for all its employees engaged in work under this contract, or at the site of the project, and if work is sublet, the Contractor shall require the subcontractor similarly to provide workers' compensation insurance for all the latter's employees. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by the Contractor's insurance. The Contractor shall provide to the District a Certificate regarding Workers' Compensation available from the District prior to performing the work of the contract.

ARTICLE 7. PROOF OF INSURANCE: Contractor must provide Commercial General Liability Insurance (including automobile insurance) which provides limits of not less than \$1,000,000 per occurrence (combined single limit) and \$2,000,000 Project Specific Aggregate (for this project only). Any general liability policy provided by Contractor hereunder shall contain an endorsement which applies its coverage to District, members of District's Board of Trustees, and the officers, agents, employees and volunteers of District, the State Allocation Board, if applicable, the architect, and the architect's consultants, if applicable, individually and collectively as additional insured. Coverage additional to that shown above to be evidenced in a provided Certificate of Insurance is as follows: Products-Comp/Ops Aggregate \$1,000,000; Automobile \$1,000,000; Personal and Advertising Injury \$1,000,000; Each Occurrence \$1,000,000; Fire Damage minimum \$100,000*; Medical Expense (per person) \$5,000. *Activities that place buildings at risk for fire (use of kitchen, portable lighting, heavy electrical gear, etc. must have a \$1,000,000 Property/Fire limit.

The limits set forth above shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit contractor's indemnification obligations to District, and shall not

preclude the District from taking such other actions available to District under other provisions of the contract documents or law.

Contractor and any subcontractor shall not commence work nor shall he allow any subcontractor to commence work under this contract until all required insurance certificates have been delivered to and approved by District.

ARTICLE 8. INDEMNIFICATION: District shall not be liable for, and Contractor shall defend and indemnify District against any and all claims, demands, liability, judgements, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this contract arising either directly or indirectly from any act, error, omission or negligence of Contractor or its contractors, licensees, agents, servants or employees, including, without limitation, Claims caused by the concurrent act, error, omission or negligence of District or its agents or employees. However, Contractor shall have no obligation to defend or indemnify District from a Claim if its determined by a court of competent jurisdiction that such Claim was caused by the active negligence, sole negligence, or willful misconduct of District or its agents or employees.

ARTICLE 9. MATERIALS: Contractor warrants good title to all material, supplies and equipment installed or including in the work. Except as otherwise specifically stated in this contract, Contractor shall provide and pay for all materials, labor, tools, equipment, water, lights, power, transportation, superintendence, temporary constructions of every nature, and all other services and facilities of every nature whatsoever necessary to execute and complete this contract within specified time. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of good quality. Materials shall be furnished in ample quantities and at such times as to insure uninterrupted progress of work. Contractor shall be entirely responsible for damage or loss by weather or other causes to materials or work under this contract.

ARTICLE 10. PATENTS, ROYALTIES AND INDEMNITIES: The Contractor shall hold and save the District and its officers, agents and employees harmless from liability of any nature or kind, including cost and expense, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of this contract, including its use by the District, unless otherwise specifically stipulated in the contract documents.

ARTICLE 11. GUARANTEE: Besides guarantees required elsewhere, Contractor shall, and hereby does, guarantee all work for a period of one year after date of acceptance of work by District and shall repair or replace any or all such work, together with any other work, which may be displaced in so doing, that may prove defective in workmanship and/or materials within a one year period from date of acceptance without expense whatsoever to District, ordinary wear and tear, unusual abuse or neglect excepted. District will give notice of observed defects with reasonable promptness. Contractor shall notify District upon completion of repairs.

This article does not in any way limit the guarantee of any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish District all appropriate guarantee or warranty certificates upon completion of the project.

ARTICLE 12. PROTECTION OF WORK AND PROPERTY: The Contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of this contract and shall be responsible for the proper care and protection of all materials delivered and work performed until



completion and final acceptance by the District. All work shall be solely at the Contractor's risk. Contractor shall adequately protect adjacent property from settlement or loss of lateral support as provided by law and contract documents. Contractor shall take all necessary precautions for safety of employees on the work and shall comply with all applicable safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to premises where work is being performed. Contractor shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safeguards, signs, barriers, light and watchmen for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of construction. Contractor shall designate a responsible member of the organization on the work, whose duty shall be prevention of accidents. Contractor shall report name and position of person so designated to District.

ARTICLE 13. DISTRICT'S RIGHT TO TERMINATE CONTRACT: If the Contractor refuses or fails to prosecute the work or any separable part thereof with such diligence as will insure its completion within the time specified or any extension thereof, or fails to complete said work within such time, or if the Contractor should be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of insolvency, or if Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials to complete the work in time specified, or should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, ordinances or instructions of District, or otherwise be guilty of a substantial violation of any provision of the contract, or if Contractor or subcontractors should violate any of the provisions of this contract, then District may, without prejudice to any other right or remedy, serve written notice upon Contractor and surety of its intention to terminate this contract, such notice to contain the reasons for such intention to terminate, and unless within ten days after the service of such notice such condition shall cease or such violation shall cease and satisfactory arrangements for the correction thereof be made, this contract shall upon the expiration of said ten (10) days, cease and terminate.

ARTICLE 14. COMPLIANCE WITH STORM WATER PERMIT

Contractor shall be required to comply with all conditions of the State Water Resources Control Board ("State Water Board") National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity ("Permit") - General NPDES Permit No. CAS000004 adopted by the State Water Resources Control Board. Contractor shall be responsible for filing the Notice of Intent and for obtaining the Permit and include all costs in the Contract amount. Contractor shall be responsible for procuring, implementing and complying with the provisions, monitoring and reporting requirements as required by the Permit. Contractor shall provide copies of all reports and monitoring information to the District Representative. Failure to comply with the Permit is in violation of federal and state law.

ARTICLE 15. CLEAN UP: Contractor at all times shall keep premises free from debris such as waste, rubbish and excess materials and equipment caused by his work; debris shall be removed from premises. Contractor shall not leave debris under, in, or about the premises. Upon completion of work Contractor shall clean interior and exterior of building including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections and any areas where debris has collected so surfaces are free from foreign material or discoloration; Contractor shall clean and polish all glass, plumbing fixtures and finish hardware and similar finish surfaces and equipment and remove temporary fencing, barricades, planking and construction toilet and similar temporary facilities from site.

ARTICLE 16. PROVISIONS REQUIRED BY LAW DEEMED

INSERTED: Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provisions is not inserted, or is not correctly inserted then upon application of either party the contract shall forthwith be physically amended to make such insertion or correct.

ARTICLE 17. EXCAVATION DEEPER THAN FOUR FEET: If this contract involves digging trenches or other excavations that extend deeper than four feet below the surface, then all of the following apply:

- a. The Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing of any: (1) Material that the Contractor believes may be material that is hazardous waste, as defined in section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law. (2) Subsurface or latent physical conditions at the site differing from those indicated. (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract.
- b. Upon receiving any such notice, the District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in this contract.
- c. In the event that a dispute arises between the District and the Contractor whether the conditions materially differ or involve hazardous waste, or cause a decrease or increase in the Contractors' cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by this contract, but shall proceed with all work to be performed under the contract. A contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protest between the contracting parties.

ARTICLE 18. REMOVAL OR RELOCATION OF MAIN OR TRUNKLINE UTILITY FACILITIES:

The Contractor shall not be assessed for liquidated damages for delay in completion of this project, when such delay was caused by the failure of the awarding authority of this contract or the owner of the utility to provide for removal or relocation of the existing main or trunkline utility facilities; however, when the Contractor is aware that removal or relocation of an existing utility has not been provided for, Contractor shall promptly notify the awarding authority and the utility in writing, so that provision for such removal or relocation may be made to avoid and minimize any delay which might be caused by the failure to remove or relocate the main or trunkline utility facilities, or to provide for its removal or relocation. In accordance with section 4215 of the Government Code, if the Contractor while performing the contract discovers any existing main or trunkline utility facilities not identified by the public agency in the contract plans or specifications, he shall immediately notify the public agency and utility in writing. The public utility, where they are the owners, shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price. The Contractor shall be compensated for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work.

ARTICLE 19. CHANGE ORDERS: Change orders may not cause the total aggregate cost of the project to exceed \$15,000 or the project will become subject to competitive bidding. The District, without



invalidating contract, and as provided by law, may order extra work or make changes by altering, adding to, or deducting from work, the contract sum being adjusted accordingly. All such work shall be subject to prevailing wage rates and shall be executed under the conditions of the original contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change. In giving instructions, Contractor agrees that the District shall have authority to make minor changes in work, not involving change in cost, and not inconsistent with the purposes or approvals of the project. Otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless pursuant to a written order from District, and no claim for an addition to the contract sum shall be valid unless so ordered.

ARTICLE 20. RESOLUTION OF CONSTRUCTION CLAIMS OF \$375,000 OR LESS: For public work claims of \$375,000 or less between Contractor and District, if District has not elected to resolve disputes by arbitration pursuant to article 7.2 (commencing with section 10240) of chapter 1 of part 2 of the Public Contract Code, the provisions of article 1.5 (commencing with section 20104) of chapter 1 of part 3 of the Public Contract Code apply ("Article 1.5").

For purposes of Article 1.5, "public work" has the same meaning as in section 3100 and 3106 of the Civil Code. "Claim" means a separate demand by Contractor for a time extension, or payment of money or damages for work done by or for Contractor, payment for which is not otherwise expressly provided in the contract or to which Contractor would not otherwise be entitled, or a payment disputed by District.

Each claim shall be submitted in writing before the date of final payment and shall include all necessary substantiating documentation. District shall respond in writing within forty-five (45) days of receipt of the claim if the claim is less than \$50,000 ("\$50,000 claim") or within sixty (60) days of receipt of the claim, if the claim is over \$50,000 but less than or equal to \$375,000 ("\$50,000-\$375,000 claim"). In either case, District may request in writing within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the District may have against the claimant. Any additional information shall be requested and provided upon mutual agreement of the District and the claimant. District's written response to the claim shall be submitted to claimant within fifteen (15) days after receipt of the further documentation for \$50,000 claims or within thirty (30) days after receipt of the further documentation for \$50,000-\$375,000 claims or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

Within fifteen (15) days of receipt the District's response, if claimant disputes District's written response or within fifteen (15) days of the District's failure to respond within the time prescribed, the claimant shall provide written notification to District demanding an informal conference to meet and confer ("conference") to be scheduled by the District within thirty (30) days. If the claim or any portion of the claim remains in dispute following the meet and confer ("meet and confer") to be scheduled by the District within 30 days. If the claim or any portion of the claim remains in dispute following the meet and confer conference, the claimant may file a claim as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the period of time within which a claim must be filed is tolled from the time the claimant submits a written claim until the time the claim is denied, including time utilized as a result of the meet and confer process.

If a civil action is filed to resolve claims within sixty (60) days (but no earlier than thirty (30) days) following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation

process shall provide that both parties select a disinterested third person mediator within fifteen (15) days, shall be commenced within thirty (30) days of the submittal and concluded within fifteen (15) days from the commencement of the mediation unless time is extended upon a good case showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

If the material remains in dispute, the case shall be submitted to judicial arbitration pursuant to chapter 2.5 (commencing with section 1141.10) of title 3 of part 3 of the Code of Civil Procedure, notwithstanding section 1141.11 of that code. The Civil Discovery Act of 1986 (article 3, commencing with section 2016, of chapter 3 of title 3 or part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration. The court may, upon request by any party, order any witness to participate in the mediation or arbitration process.

Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates not to exceed their customary rate. Such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall state or county funds pay these fees or expenses. Any party who, after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgement, shall pay the attorney's fees of the other party arising out of the trial de novo in addition to payment of costs and fees required under chapter 2.5 (commencing with section 1141.10) of title 3 of part 3 of the Code of Civil Procedure. District shall not fail to pay any portion of a claim which is undisputed unless otherwise provided herein and shall pay interest at the legal rate commencing on the date the suit is filed in court on any arbitration award or judgement.

ARTICLE 21. DRUG FREE/SMOKE FREE/ALCOHOL FREE POLICY: All District sites are designated drug free/smoke free/alcohol free. The use or abuse of controlled substances, tobacco products and alcohol will not be tolerated.

THIS CONCLUDES THE GENERAL TERMS AND CONDITIONS
DATED 12/18/14
consisting of Article 1 through Article 21



ATTACHMENT C
CONTRACTOR'S CERTIFICATE REGARDING
WORKERS' COMPENSATION

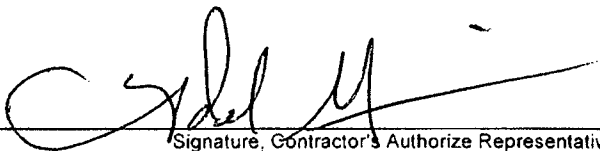
Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.



Signature, Contractor's Authorize Representative

Adel Mitchell

Name of Contractor's Authorized Representative, (Printed or Typed)

(In accordance with article 5 (commencing at section 1860), chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)



Marysville Joint Unified School District

ATTACHMENT D

This Criminal Background - Fingerprinting Certification form **must** be taken to our **Purchasing Department** at the Marysville Joint Unified School District, 1919 B Street, Marysville, CA 95901.

CRIMINAL BACKGROUND
INVESTIGATION/ FINGERPRINTING CERTIFICATION

PROJECT NAME OR CONTRACT NO.: Repair sign at Cedar Lane School between the Marysville Joint Unified School District ("District" or "Owner") and Visual Impact Signs, ("Contractor" or "Bidder").

The undersigned does hereby certify to the governing board of the District as follows:

That I am a representative of the Contractor currently under contract ("Contract") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken at least one of the following actions with respect to the construction Project that is the subject of the Contract (check all that apply):

☒ The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122. 1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

☐ Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees and District pupils at all times; and/or

☐ Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor 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 Contractor's employees and its subcontractors' employees is

Name: Adel M

Title: Sales / Pres

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



Marysville Joint Unified School District

ATTACHMENT E

**PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION**

PROJECT NAME OR CONTRACT NO.: Repair sign at Cedar Lane School
between Marysville Joint Unified School District (the "District" or the "Owner") and Visual Impact Signs
(the "Contractor" or the "Bidder").

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project including, without limitation, the District's labor compliance program, if in use on this Project.

Date: 1/21/15
Proper Name of Contractor: Visual Impact Signs
Signature: Cathy Nootboom
Print Name: Cathy Nootboom
Title: Office Manager

END OF DOCUMENT

278

FAX COVER SHEET

TO: Jerry Biladeau

FROM: Cathy

Date: 12/4/14 **Pages:** 4

RE: Contractor's License &
COT

MESSAGE:

Attached are copies of
our Contractor's License, Active
License Card (showing expiration)
and Certificate of Insurance.

Call 530-755-9996 if you experience problems with receipt of this fax.



CONTRACTORS STATE LICENSE BOARD

Pursuant to Chapter 9 of Division 3 of the Business and Professions Code and the Rules and Regulations of the Contractors State License Board, the Registrar of Contractors does hereby issue this license to:

BUSINESS FULFILLMENT SERVICES INC
dba VISUAL IMPACT SIGNS

Reassigned License Number 951979

to engage in the business or act in the capacity of a contractor in the following classification(s):

C45 - ELECTRICAL SIGNS

Witness my hand and seal this day,

December 20, 2013

Issued September 3, 2010

Reissued December 19, 2013

This license is the property of the Registrar of Contractors, is not transferable, and shall be returned to the Registrar upon demand when suspended, revoked, or invalidated for any reason. It becomes void if not renewed.

Joan M. Hancock

Joan M. Hancock, Board Chair

Stephen P. Sands

Stephen P. Sands, Registrar of Contractors

280



State Of California
CONTRACTORS STATE LICENSE BOARD
ACTIVE LICENSE



License Number

951979

Entity **CORP**

Business Name

**BUSINESS FULFILLMENT
SERVICES INC DBA VISUAL
IMPACT SIGNS**

Classification

C45

Expiration Date

12/31/2015

www.cslb.ca.gov



Any change of business address/name must be reported to the Registrar within 90 days.

This license is not transferrable, and shall be returned to the Registrar
upon demand when suspended, revoked, or invalidated for any reason.
This pocket card is valid through the expiration date only.

If found, drop in any mailbox.
Postage guaranteed by:
Contractors State License Board
P.O. Box 26000, Sacramento CA 95829

[Signature]
Licensee Signature



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/4/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Rose Insurance Agency Inc. (License # 0553715) P. O. Box 1420 Yuba City CA 95992		CONTACT NAME: KATHY MINTER PHONE (AC No. Enr): (530) 673-8862 E-MAIL ADDRESS: kminter@roseinsurancesca.com FAX (AC No.): (530) 673-1255													
INSURED Business Fulfillment Services, Inc dba: Visual Impact Signs 791 Plumas St. Yuba City CA 959 91-		INSURER(S) AFFORDING COVERAGE <table border="1"><tr><td>INSURER A: Continental Casualty Co.</td><td>NAIC # 20443</td></tr><tr><td>INSURER B: Valley Forge Ins Co.</td><td>20508</td></tr><tr><td>INSURER C: State Comp Ins. Co.</td><td>35076</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>		INSURER A: Continental Casualty Co.	NAIC # 20443	INSURER B: Valley Forge Ins Co.	20508	INSURER C: State Comp Ins. Co.	35076	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: CL1412400138

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR LTR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS												
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		CNP4024172319	10/3/2014	10/3/2015	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (EA OCCURRENCE)</td><td>\$ 300,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 10,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COM/OP AGG</td><td>\$ 2,000,000</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (EA OCCURRENCE)	\$ 300,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COM/OP AGG	\$ 2,000,000
	EACH OCCURRENCE	\$ 1,000,000																
	DAMAGE TO RENTED PREMISES (EA OCCURRENCE)	\$ 300,000																
	MED EXP (Any one person)	\$ 10,000																
PERSONAL & ADV INJURY	\$ 1,000,000																	
GENERAL AGGREGATE	\$ 2,000,000																	
PRODUCTS - COM/OP AGG	\$ 2,000,000																	
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		BUA4024172403	10/3/2014	10/3/2015	<table border="1"><tr><td>COMBINED SINGLE LIMIT (EA OCCUR)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td>Medical Expense</td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (EA OCCUR)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$	Medical Expense	\$		
	COMBINED SINGLE LIMIT (EA OCCUR)	\$ 1,000,000																
	BODILY INJURY (Per person)	\$																
	BODILY INJURY (Per accident)	\$																
PROPERTY DAMAGE (Per accident)	\$																	
Medical Expense	\$																	
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEQ <input type="checkbox"/> RETENTION \$					<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$</td></tr><tr><td>AGGREGATE</td><td>\$</td></tr></table>	EACH OCCURRENCE	\$	AGGREGATE	\$								
	EACH OCCURRENCE	\$																
	AGGREGATE	\$																
	C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	9115882-14	11/01/2014	11/01/2014	<table border="1"><tr><td><input checked="" type="checkbox"/> WC STATU- TORY LIMITS</td><td><input type="checkbox"/> OTH- ER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	<input checked="" type="checkbox"/> WC STATU- TORY LIMITS	<input type="checkbox"/> OTH- ER	E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000			
<input checked="" type="checkbox"/> WC STATU- TORY LIMITS		<input type="checkbox"/> OTH- ER																
E.L. EACH ACCIDENT		\$ 1,000,000																
E.L. DISEASE - EA EMPLOYEE		\$ 1,000,000																
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate issued as proof of insurance

CERTIFICATE HOLDER

CANCELLATION

Marysville Joint Unified School District
1919 B Street
Marysville, CA 95901

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

282
GEORGE SELLAND/140

Give Form to the
requester. Do not
send to the IRS.

VIS IMPACT SIGNS

W-9

Recd bill 1/21/15

Print or type
See Specific Instructions on page 2.

1 Name
2 Business
3 Check one
☐ Individual
☐ Partnership
☐ Corporation
☐ Other
4 Address
5 City, state, and ZIP code
6 List account number(s) here (optional)

4 Exemptions (codes apply only to
certain entities, not individuals; see
instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting
code (if any)

Applies to accounts maintained outside the U.S.)

Address (optional)

MJ45D

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

SSN: [] [] [] - [] [] [] - [] [] [] []

or

Employer identification number

EIN: 35 - 2416600

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign
Here

Signature of
U.S. person

CSHoltboon

Date

1/21/2015

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

283

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

284

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for ...	THEN the payment is exempt for ...
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

285

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i) (A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i) (B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

286

**Request for Taxpayer
Identification Number and Certification**

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Jeffrey C Huber	
2 Business name/disregarded entity name, if different from above Jeff Huber Construction	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) 414 Corvilland Pl	Requester's name and address (optional)
6 City, state, and ZIP code Marysville Ca 95901	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number	
552-37-7648	
or	
Employer identification number	

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here

Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

288

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

289

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

290

Marysville Joint USD

Board Bylaw

Conflict Of Interest

BB 9270
Board Bylaws

Incompatible Activities

Board of Education members shall not engage in any employment or activity which is inconsistent with, incompatible with, in conflict with or inimical to the Board member's duties as an officer of the district. (Government Code 1126)

Conflict of Interest Code

The district's conflict of interest code shall be comprised of the terms of 2CCR 18730 and any amendments to it adopted by the Fair Political Practices Commission, together with a district attachment specifying designated positions and the specific types of disclosure statements required for each position.

Upon direction by the code reviewing body, the Board shall review the district's conflict of interest code in even-numbered years. If no change in the code is required, the district shall submit by October 1 a written statement to that effect to the code reviewing body. If a change in the code is necessitated by changed circumstances, the district shall submit an amended code to the code reviewing body. (Government Code 87306.5)

When a change in the district's conflict of interest code is necessitated by changed circumstances, such as the creation of new designated positions, amendments or revisions, the changed code shall be submitted to the code reviewing body within 90 days. (Government Code 87306)

When reviewing and preparing conflict of interest codes, the district shall provide officers, employees, consultants and members of the community adequate notice and a fair opportunity to present their views. (Government Code 87311)

If a Board member or designated employee determines that he/she has a financial interest in a decision, as described in Government Code 87103, this determination shall be disclosed. The member shall be disqualified from voting unless his/her participation is legally required. (2 CCR 18700)

Statements of economic interests submitted to the district by designated employees in accordance with the conflict of interest code shall be available for public inspection and reproduction. (Government Code 81008)

Financial Interest

Board members and designated employees shall not be financially interested in any contract made by the Board or in any contract they make in their capacity as Board members or designated employees. (Government Code 1090)

A Board member shall not be considered to be financially interested in a contract if his/her interest includes, but is not limited to, any of the following: (Government Code 1091.5)

1. That of an officer who is being reimbursed for his/her actual and necessary expenses incurred in the performance of an official duty
2. That of a recipient of public services generally provided by the public body or board of which he/she is a member, on the same terms and conditions as if he or she were not a member of the board
3. That of a landlord or tenant of the contracting party if such contracting party is the federal government or any federal department or agency, this state or an adjoining state, any department or agency of this state or an adjoining state, any county or city of this state or an adjoining state, or any public corporation or special, judicial or other public district of this state or an adjoining state unless the subject matter of such contract is the property in which such officer or employee has such interest as landlord or tenant in which even his/her interest shall be deemed a remote interest within the meaning of, and subject to, the provisions of Government Code 1091
4. That of a spouse of an officer or employee of the district if his/her spouse's employment or officeholding has existed for at least one year prior to his/her election or appointment
5. That of a nonsalaried member of a nonprofit corporation, provided that such interest is disclosed to the Board at the time of the first consideration of the contract, and provided further that such interest is noted in its official records
6. That of a noncompensated officer of a nonprofit, tax-exempt corporation which, as one of its primary purposes, supports the functions of the nonprofit board or to which the school Board has a legal obligation to give particular consideration, and provided further that such interest is noted in its official records
7. That of a person receiving salary, per diem, or reimbursement for expenses from a governmental entity, unless the contract directly involves the department of the government entity that employs the officer or employee, provided that such interest is disclosed to the Board at the time of consideration of the contract, and provided further that such interest is noted in its official records

8. That of an attorney of the contracting party or that of an owner, officer, employee or agent of a firm which renders, or has rendered, service to the contracting party in the capacity of stockbroker, insurance agent, insurance broker, real estate agent, or real estate broker, if these individuals have not received and will not receive remuneration, consideration, or a commission as a result of the contract and if these individuals have an ownership interest of less than 10 percent in the law practice or firm, stock brokerage firm, insurance firm or real estate firm

In addition, a Board member or employee shall not be deemed to be interested in a contract made pursuant to competitive bidding under a procedure established by law if his/her sole interest is that of an officer, director, or employee of a bank or savings and loan association with which a party to the contract has the relationship of borrower or depositor, debtor or creditor. (Government Code 1091.5)

A Board member shall not be deemed to be financially interested in a contract if he/she has only a remote interest in the contract and if the remote interest is disclosed during a Board meeting and noted in the official Board minutes. The affected Board member shall not vote or debate on the matter or attempt to influence any other Board member to enter into the contract. Remote interests are specified in Government Code 1091(b); they include, but are not limited to, the interest of a parent in the earnings of his/her minor child. (Government Code 1091)

A Board member may enter into a contract if the rule of necessity or legally required participation applies as defined in Government Code 87101.

Even if there is no prohibited or remote interest, a Board member shall abstain from voting on personnel matters that uniquely affect a relative of the Board member. A Board member may vote, however, on collective bargaining agreements and personnel matters that affect a class of employees to which the relative belongs. "Relative" means an adult who is related to the person by blood or affinity within the third degree, as determined by the common law, or an individual in an adoptive relationship within the third degree. (Education Code 35107)

A relationship within the third degree includes the individual's parents, grandparents and great-grandparents, children, grandchildren and great-grandchildren, brothers, sisters, aunts and uncles, nieces and nephews, and the similar family of the individual's spouse unless the individual is widowed or divorced.

Disqualification for Board Members Who Manage Public Investments

A Board member who manages public investments pursuant to Government Code 87200 and who has a financial interest in a decision shall, upon identifying a conflict or potential conflict of interest and immediately prior to the consideration of the matter, do all of the following:

1. Publicly identify the financial interest that gives rise to the conflict or potential conflict of interest in detail sufficient to be understood by the public, except that disclosure of the exact street address of a residence is not required. (Government Code 87105)
2. Recuse himself/herself from discussing and voting on the matter, or otherwise acting in violation of Government Code 87100. This Board member shall not be counted toward achieving a quorum while the item is discussed. (Government Code 87105; 2 CCR 18702.5)
3. Leave the room until after the discussion, vote and any other disposition of the matter is concluded, unless the matter has been placed on the portion of the agenda reserved for uncontested matters. (Government Code 87105)

If the item is on the consent calendar, the Board member must recuse himself/herself from discussing or voting on that matter, but the Board member is not required to leave the room during the consent calendar. (2 CCR 18702.5)

(cf. 3430 - Investing)

The Board member may speak on the issue during the time that the general public speaks on the issue. The Board member shall recuse himself/herself from voting on the matter and leave the dais to speak from the same area as members of the public. He/she may listen to the public discussion of the matter with members of the public. (Government Code 87105; 2 CCR 18702.5)

If the Board's decision is made during closed session, the public identification may be made orally during the open session before the Board goes into closed session and shall be limited to a declaration that his/her recusal is because of a conflict of interest pursuant to Government Code 87100. The Board member shall not be present when the decision is considered in closed session or knowingly obtain or review a recording or any other non-public information regarding the Board's decision. (2 CCR 18702.5)

Gifts

Board members and designated employees may accept gifts only under the conditions and limitations specified in Government Code 89503 and 2 CCR 18730.

The limitations on gifts do not apply to wedding gifts and gifts exchanged between individuals on birthdays, holidays and other similar occasions, provided that the gifts exchanged are not substantially disproportionate in value. (Government Code 89503)

Gifts of travel and related lodging and subsistence shall be subject to the prevailing gift limitation except as described in Government Code 89506.

A gift of travel does not include travel provided by the district for Board members and designated employees. (Government Code 89506)

Honoraria

Board members and designated employees shall not accept any honorarium, which is defined as any payment made in consideration for any speech given, article published, or attendance at any public or private gathering, in accordance with law. (Government Code 89501, 89502)

The term honorarium does not include: (Government Code 89501)

1. Earned income for personal services customarily provided in connection with a bona fide business, trade or profession unless the sole or predominant activity of the business, trade or profession is making speeches
2. Any honorarium which is not used and, within 30 days after receipt, is either returned to the donor or delivered to the district for donation into the general fund without being claimed as a deduction from income for tax purposes

Appendix

Designated Positions/Disclosure Categories

It has been determined that persons occupying the following positions manage public investments and shall file a full statement of economic interests pursuant to Government Code 87200:

Members of the Board of Trustees Superintendent of Schools

1. Persons occupying the following positions are designated employees in Category 1:

Assistant Superintendent, Personnel Services
Assistant Superintendent, Business Services

Designated persons in this category must report:

- a. Interests in real property located entirely or partly within district boundaries, or within two miles of district boundaries or of any land owned or used by the district. Such interests include any leasehold, beneficial or ownership interest or option to acquire such interest in real property.

- b. Investments or business positions in or income from sources which:
- (1) Are engaged in the acquisition or disposal of real property within the district
 - (2) Are contractors or subcontractors which are or have been within the past two years engaged in work or services of the type used by the district or
 - (3) Manufacture or sell supplies, books, machinery or equipment of the type used by the district

2. Persons occupying the following positions are designated employees in Category 2:

*Principals

*Directors/Coordinators

- Director of Child Development
- Director of Administrative Technology
- Director of ~~Accounting & Budget~~ **Fiscal Services**
- Director of Maintenance
- Director of Nutrition Services
- Director of Purchasing, Warehouse & Print Shop
- Director of Facilities **& Energy Management**
- Executive** Director of **Maintenance, Operations, & Transportation**
- Director of Categorical Programs
- Director of Student Services
- Executive Director of Educational Services
- Coordinator of Attendance & Discipline
- Coordinator of STARS
- Director of Program Services

*Athletic Directors

*Librarians

*Consultants

Designated persons in this category must report investments or business positions in or income from sources which:

- a. Are contractors or subcontractors engaged in work or services of the type used by the department which the designated person manages or directs, or
- b. Manufacture or sell supplies, books, machinery or equipment of the type used by the department which the designated person manages or directs. For the purposes of this category, a principal's department is his/her entire school.

3. Consultants are designated employees who must disclose financial interests as determined on a case-by-case basis by the Superintendent or designee. The Superintendent or designee's written determination shall include a description of the consultant's duties and a statement of the extent of disclosure requirements based upon that description. All such determinations are public records and shall be retained for public inspection along with this conflict of interest code.

A consultant is an individual who, pursuant to a contract with the district, makes a governmental decision whether to: (2 CCR 18701)

- a. Approve a rate, rule or regulation
- b. Adopt or enforce a law
- c. Issue, deny, suspend or revoke a permit, license, application, certificate, approval, order or similar authorization or entitlement
- d. Authorize the district to enter into, modify or renew a contract that requires district approval
- e. Grant district approval to a contract or contract specifications which require district approval and in which the district is a party
- f. Grant district approval to a plan, design, report, study or similar item
- g. Adopt or grant district approval of district policies, standards or guidelines

A consultant is also an individual who, pursuant to a contract with the district, serves in a staff capacity with the district and in that capacity participates in making a governmental decision as defined in 2 CCR 18702.2 or performs the same or substantially all the same duties for the district that would otherwise be performed by an individual holding a position specified in the district's Conflict of Interest Code. (2 CCR 18701)

Legal Reference:

EDUCATION CODE

1006 Qualifications for holding office

35107 School district employees

35230-35240 Corrupt practices

35233 Prohibitions applicable to members of governing boards

35239 Compensation for board members in districts under 70 ADA

GOVERNMENT CODE

1090-1098 Prohibitions applicable to specified officers

1125-1129 Incompatible activities

81000-91015 Political Reform Act of 1974, especially:

82011 Code reviewing body

82019 Definition of designated employee

82028 Definition of gifts
82030 Definition of income
87100-87103.6 General prohibitions
87200-87210 Disclosure
87300-87313 Conflict of interest code
87500 Statements of economic interests
89501-89503 Honoraria and gifts
91000-91014 Enforcement

CODE OF REGULATIONS, TITLE 2

18110-18997 Regulations of the Fair Political Practices Commission, especially:
18702.5 Public identification of a conflict of interest for Section 87200 filers

COURT DECISIONS

Thorpe v. Long Beach Community College District, (2000) 83 Cal.App.4th. 655
Kunec v. Brea Redevelopment Agency, (1997) 55 Cal.App.4th 511

ATTORNEY GENERAL OPINIONS

86 Ops.Cal.Atty.Gen. 138(2003)
85 Ops.Cal.Atty.Gen. 60 (2002)
82 Ops.Cal.Atty.Gen. 83 (1999)
81 Ops.Cal.Atty.Gen. 327 (1998)
80 Ops.Cal.Atty.Gen. 320 (1997)
69 Ops.Cal.Atty.Gen. 255 (1986)
68 Ops.Cal.Atty.Gen. 171 (1985)
65 Ops.Cal.Atty.Gen. 606 (1982)

Management Resources:

WEB SITES

Fair Political Practices Commission: <http://www.fppc.ca.gov>

Bylaw MARYSVILLE JT. UNIFIED SCHOOL DISTRICT

adopted: March 11, 2008 Marysville, California

revised: February 9, 2010

revised: January 24, 2012

revised: February 4, 2013

revised: January 28, 2014

revised: *[Agendized for revision approval 1-27-15]*

Marysville Joint Unified School District

Resolution 2014-15/15

**RESOLUTION ON LOCAL RESERVES CAP
SB 858, SECTION 27/CALIFORNIA EDUCATION CODE 42127.01**

WHEREAS, school district governing boards have the obligation to provide a quality education that is essential for an informed citizenry, a competitive economy, a fulfilling life for all students, and the foundation of our democratic society; and

WHEREAS, school district governing boards are responsible for maintaining fiscal solvency of the school systems they govern; and

WHEREAS, the Local Control Funding Formula (LCFF), based on the principle of subsidiarity, provides governing boards, working with interested stakeholders, with the authority to prioritize funds in order to provide quality education for all students, especially those who are English learners, from low income households and who are Foster Youth; and

WHEREAS, funds for crucial services for school operations, such as payroll, classroom materials, school construction projects, technology, home-to-school transportation, deferred maintenance, etc. often require successful ongoing cash-flow management and disciplined planning, including the creation and maintenance of prudent financial reserves; and

WHEREAS, school district reserve levels, as well as their fund balances, are determined by governing boards to meet local priorities and allow districts to save for potential future expected and unexpected expenditures and for eventual economic downturns; and

WHEREAS, community funded schools (Basic Aid Districts) receive funds only twice a year and must rely on adequate reserves to manage cash flow for normal daily operations and for future purchases and unforeseen events; and

WHEREAS, the statutory minimum for school district reserves for economic uncertainties ranges from 1 to 5 percent, depending on district enrollment, and covers between one to five weeks of payroll, or less than 20 days of total cash flow; and

WHEREAS, prudent budgeting raises expectations for school districts to establish and maintain reserves above the statutory minimum; and

WHEREAS, the Board of Trustees of the Marysville Joint Unified School District currently maintains a reserve of approximately 16% for purposes of the following:

1. Restricted programs
2. Assignments relating to projects for capital replacement and facilities:
 - *Security cameras project
 - *Modular classroom addition
 - *Bus replacement
 - *Other vehicles replacement
 - *Building/grounds equipment replacement
3. Required reserve for economic uncertainty
4. Additional reserve for economic uncertainty (covers approximately one and a half month's payroll)
5. Warehouse inventory
6. Revolving cash

299

WHEREAS, on June 20, 2014, the Governor signed into law SB 858 (Committee on Budget and Fiscal Review, Chapter 32, Statutes of 2014), now embodied in California Education Code 42127.10, and

WHEREAS, SB 858, Sec. 27 Education Code 42127.01, will become operative should voters pass Proposition 2 on the November 2014 state ballot, and will require school districts to spend their assigned and unassigned account balances down to no more than two to-three times the minimum level of the statutory reserve for economic uncertainties (depending on district size) in the fiscal year following the fiscal year in which the State of California makes a payment of any amount to the Public School System Stabilization Account; and

WHEREAS, under SB 858 this provision, a deposit by the State of California of even \$1 to the Public School System Stabilization Account would result in school districts throughout California having to spend down billions of dollars in their reserves and ending balances; and

WHEREAS, it could take many years for the State of California to build up an adequate Public School System Stabilization Account; yet, in one year, school districts would be forced to spend down their reserves and ending balances to levels that could jeopardize fiscal solvency; and

WHEREAS, the LCFF is not fully implemented, many school districts are still funded below their 2007-08 levels, and districts cannot survive another downturn without fiscally responsible reserves; now, therefore, be it

RESOLVED, that the Board of Trustees of the Marysville Joint Unified School District calls upon the Legislature and the Governor to repeal the language contained in Sec. 27 of SB 858 (Chapter 32, Statutes of 2014) now in Education Code 42127.01 immediately.

APPROVED, PASSED, AND ADOPTED by the Board of Trustees of the Marysville Joint Unified School District, Yuba County, State of California, on this 27th day of January 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Gay S. Todd, Superintendent
Secretary - Board of Trustees

Bernard P. Rechs
President - Board of Trustees

300

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

RESOLUTION 2014-15/16

AMENDMENT TO RESOLUTION 2014-15/03

WHEREAS, The California Department of Education, Child Development Services, has submitted amended 2014-15 contracts to the Marysville Joint Unified School District for approval to provide preschool and child care services.

NOW, THEREFORE, BE IT RESOLVED that the District approves the following amended contracts and adopt the revised income and expenditure accounts budgeted for the 2014-15 school year.

INCOME:

CSPP-4640	12-5025-0- - -8290- -9210	\$ 98,773.00
	12-6105-0- - -8590- -9210	\$1,708,615.00
CCTR-4323	12-5025-0- - -8290- -9201	\$ 78,994.00
	12-6105-0- - -8590- -9201	\$ 93,600.00

TOTAL REVENUE \$1,979,982.00

EXPENDITURES:

12- -0- - -1000- -
12- -0- - -2000- -
12- -0- - -3000- -
12- -0- - -4000- -
12- -0- - -5000- -
12- -0- - -6000- -
12- -0- - -7000- -

TOTAL EXPENDITURES \$1,979,982.00

APPROVED, PASSED, AND ADOPTED by the Board of Trustees of the Marysville Joint Unified School District, Yuba County, State of California, on this 27th day of January 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Gay S. Todd, Superintendent
Secretary - Board of Trustees

Bernard P. Rechs
President - Board of Trustees

301

**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

F.Y. 14 - 15**Amendment 01****LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES**

Budget Act/Rate Increase

DATE: July 01, 2014

CONTRACT NUMBER: CCTR-4323

PROGRAM TYPE: GENERAL CHILD CARE &
DEV PROGRAMS

PROJECT NUMBER: 58-7273-00-4

CONTRACTOR'S NAME: MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

This agreement with the State of California dated July 01, 2014 designated as number CCTR-4323 shall be amended in the following particulars but no others:

The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of this agreement shall be amended by deleting reference to \$163,288.00 and inserting \$172,594.00 in place thereof.

The Maximim Rate per child day of enrollment payable pursuant to the provisions of the agreement shall be amended by deleting reference to \$34.38 and inserting \$36.10 in place thereof.

SERVICE REQUIREMENTS

The minimum Child Days of Enrollment (CDE) Requirement shall be amended by deleting reference to 4,750.0 and inserting 4,781.0 in place thereof.

Minimum Days of Operation (MDO) Requirement shall be 236. (No change)

STATE OF CALIFORNIA		CONTRACTOR	
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)	
PRINTED NAME OF PERSON SIGNING Sueshil Chandra, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING Gay Todd, Superintendent	
TITLE Contracts, Purchasing and Conference Services		ADDRESS 1919 B Street, Marysville, CA 95901	
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 9,306	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE	
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 163,288	(OPTIONAL USE) See Attached		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 172,594	ITEM See Attached	CHAPTER	STATUTE
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702	FISCAL YEAR	
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER See Attached		DATE	

CONTRACTOR'S NAME: MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

CONTRACT NUMBER: CCTR-4323

Amendment 01

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ -1,838	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 52,796	(OPTIONAL USE)0656 13609-7273	FC# 93.596 PC# 000321		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 50,958	ITEM 30.10.020.001 6110-194-0890	CHAPTER B/A	STATUTE 2014	FISCAL YEAR 2014-2015
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 2,851	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 25,185	(OPTIONAL USE)0656 15136-7273	FC# 93.575 PC# 000324		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 28,036	ITEM 30.10.020.001 6110-194-0890	CHAPTER B/A	STATUTE 2014	FISCAL YEAR 2014-2015
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 8,293	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 85,307	(OPTIONAL USE)0656 23254-7273			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 93,600	ITEM 30.10.020.001 6110-194-0001	CHAPTER B/A	STATUTE 2014	FISCAL YEAR 2014-2015
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590			

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.	T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER 303	DATE	

**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

F.Y. 14 - 15**Amendment 01****LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES**

Budget Act/Rate Increase

DATE: July 01, 2014

CONTRACT NUMBER: CSPP-4640

PROGRAM TYPE: CALIFORNIA STATE
PRESCHOOL PROGRAM

PROJECT NUMBER: 58-7273-00-4

CONTRACTOR'S NAME: MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

This agreement with the State of California dated July 01, 2014 designated as number CSPP-4640 shall be amended in the following particulars but no others:

The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of this agreement shall be amended by deleting reference to \$1,651,394.00 and inserting \$1,807,388.00 in place thereof.

The Maximim Rate per child day of enrollment payable pursuant to the provisions of the agreement shall be amended by deleting reference to \$34.38 and inserting \$36.10 in place thereof.

SERVICE REQUIREMENTS

The minimum Child Days of Enrollment (CDE) Requirement shall be amended by deleting reference to 48,034.0 and inserting 50,066.0 in place thereof.

Minimum Days of Operation (MDO) Requirement shall be 175. (No change)

STATE OF CALIFORNIA		CONTRACTOR	
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)	
PRINTED NAME OF PERSON SIGNING Sueshil Chandra, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING Gay Todd, Superintendent	
TITLE Contracts, Purchasing and Conference Services		ADDRESS 1919 B Street, Marysville, CA 95901	
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 155,994	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE	
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 1,651,394	(OPTIONAL USE) See Attached		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 1,807,388	ITEM See Attached	CHAPTER	STATUTE
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702	FISCAL YEAR	
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER See Attached		DATE	

CONTRACTOR'S NAME: MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

CONTRACT NUMBER: CSP-4640


Amendment 01

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ -2,293	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 66,010	(OPTIONAL USE)0656 13609-7273	FC# 93.596 PC# 000321		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 63,717	ITEM 30.10.020.001 6110-194-0890	CHAPTER B/A	STATUTE 2014	FISCAL YEAR 2014-2015
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 3,566	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 31,490	(OPTIONAL USE)0656 15136-7273	FC# 93.575 PC# 000324		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 35,056	ITEM 30.10.020.001 6110-194-0890	CHAPTER B/A	STATUTE 2014	FISCAL YEAR 2014-2015
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 144,344	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 1,447,236	(OPTIONAL USE)0656 23038-7273			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 1,591,580	ITEM 30.10.010. 6110-196-0001	CHAPTER B/A	STATUTE 2014	FISCAL YEAR 2014-2015
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 10,377	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 106,658	(OPTIONAL USE)0656 23254-7273			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 117,035	ITEM 30.10.020.001 6110-194-0001	CHAPTER B/A	STATUTE 2014	FISCAL YEAR 2014-2015
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590			

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.	T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER 	DATE	