

### **Foothill Intermediate Mission Statement**

To offer a stimulating and innovative educational program to students that:

- motivates them and allows them to achieve their highest potential in a safe, caring environment.
- develops and nurtures their feelings of self-worth, self-image, self-esteem, and allows them to understand that others have similar feelings and needs.
- instills an understanding for the need to be a responsible, productive member of society.

### **Loma Rica Elementary Mission Statement**

We believe our students have the ability to meet grade level expectations and receive enrichment so that they may develop the desire and confidence to become lifelong learners.

We believe our students can learn to accept responsibility for their actions and, through guidance, make adjustments so that they can build positive relationships with others.

#### **Academic Achievement and Instructional Focus:**

- Teachers will use 2014-15 state and district assessments to establish baseline student achievement data for California's Common Core Standards.
- Analysis of student progress is formally monitored every 5 weeks. Interventions, support services and academic modifications are made accordingly.
- Promotion of Literacy Development In All Subjects Areas. Teachers developed a shared definition of what literacy development will look like in each subject at Foothill School.
  - *"In every subject at Foothill School, literacy development will promote analyzing, synthesizing, interpreting and critiquing different forms of media in ways that allow students to communicate their knowledge, thoughts, ideas and feelings".*

This is observed in administrative walk-throughs. Staff meeting time is also used for teachers to share ideas and strategies among one another.

- School-wide instructional focus on Active Participation: *"Teacher actions that cause consistent involvement in the minds of all learners during instructional time"*

#### **School to Home & Home to School Communications:**

Foothill and Loma Rica's school staff understand that communication between school and home is critical to the success of every child. To this end, we continue to review and improve efforts to keep families informed, respond to their questions and elicit their input. Current strategies include:

- 24 hour turn-around goal for all calls /emails
- School Messenger
- Back to School Spaghetti Dinner
- Annual Title I Meeting
- Parent satisfaction survey
- Student Planners
- Parent/Teacher Conf., SST's, IEP
- Weekly, monthly, quarterly academic progress reports
- Aeries Gradebook
- Monthly Newsletters
- School and Classroom Websites
- Remind 101

**Services:**

Having an array of support services for students at small schools can sometimes be a challenge. Foothill and Loma Rica schools work to maximize every possible resource available. It is not uncommon to see an attendance clerk with a spare moment, a teacher during their lunch break, or a librarian during recess, seek out a student from the 'watch list' and provide extra help. Other formalized services include:

- Indian Education tutoring
- Teacher office hours during lunch (voluntary)
- LRT/Library support – before school, break, lunch
- Counseling – individual and group
- Small group ELA intervention (using LRT)
- Study Skills elective (intervention class for 8th gr. Sci & Soc. St.)
- Para educator tutoring

**Enrichment:**

Our schools understand that academic achievement is enhanced when students are afforded a well-rounded approach to their education. Teachers at Foothill and Loma Rica have made the following enrichment opportunities available for our students:

- Digital Photography
- Drama
- Glee Club
- Computer Coding
- After School Sports
- Foreign Language
- Leadership
- Keyboarding
- Soc. St./Sci. support class
- School Garden
- Guitar Club
- Art
- Shady Creek Outdoor School

**Community Partnerships**

- Loma Rica Lions Club
- Loma Rica Grange Hall
- CSU, Chico
- Recology Yuba/Sutter
- Marysville Kiwanis Club
- Parent Volunteers
  - Site Council, PTA, LR Library, Drama, 8<sup>th</sup> Grade Promotion, After School Sports

**Technology Advancements:**

- Fully functioning computer labs at both sites have been established.
- Interactive Smart boards in every classroom
- 2 class sets of iPads available to move between classrooms
- Technology coordinator provides teacher support and professional development

**Professional Development:**

Teachers have participated in extensive professional development this year. Collectively, teachers have had 91 hours of Illuminate training and 60 hours of GoMath! training. Teachers also read and share ideas from professional literature. Our most recent book of study is Making Thinking Visible, How to Promote Engagement, Understanding, and Independence for ALL Learners.

Articulation is an important part of teacher development and collaboration. Each week, teachers at Foothill submit their plans for a Friday articulation. The majority of our articulation days are teacher designed and driven between departments. One Friday a month is dedicated to school-wide training and/or collaboration. At Loma Rica, teachers have one afternoon per month for articulation and collaboration.

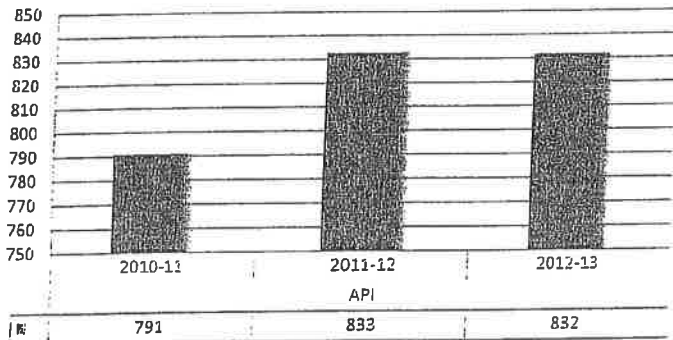
**School Culture:**

Both schools take pride in recognizing and celebrating the accomplishments of students, staff and parent volunteers. At Foothill, quarterly assemblies are held to honor excellence in academic achievement and citizenship. School 'fun night', movie night, rallies and dances give students an opportunity to socialize with peers and celebrate the positive citizenship they bring to the school. Teachers are recognized at monthly at staff meetings for the many things they do in going 'above and beyond' for students. Periodic assemblies are held to review expectations for student safety and behavior. Parent volunteers are recognized at Foothill's annual promotion ceremony and at Loma Rica's annual volunteer luncheon.

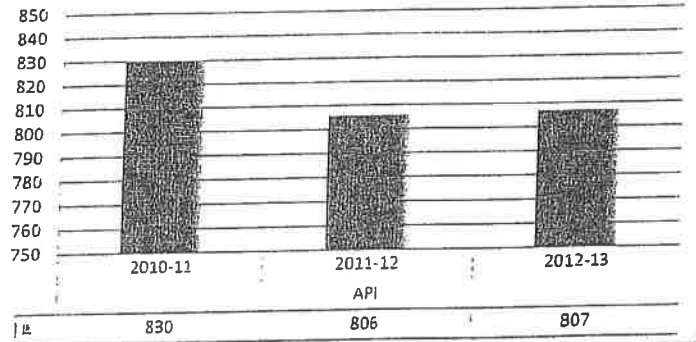
**By the numbers:**

- EL Redesignation - 66% of our English Learner students at Loma Rica School have qualified for redesignation this year. 100% are in process at Foothill (pending new criteria).
- Library Circulation rates increased 1,853 since implementing new Informational Text activities
- Keyboarding Proficiency at 3<sup>rd</sup> grade has 92% of students at Intermediate or Advanced levels
- Students eligible for Promotion – In 2011 75% of Foothill's 8<sup>th</sup> graders met the criteria for promotion. In 2014, this number increased to 85%
- Suspensions - In 2011, Foothill had 191 days of suspensions. This number decreased to 74 in 2014. In 2011, Loma Rica had 22 days of suspension. In 2014, this number increased to 35.
- Expulsion/Expulsion Contracts – In 2011, 22 Foothill students were either expelled or placed on a suspended expulsion contract. In 2014, this number decreased to zero.

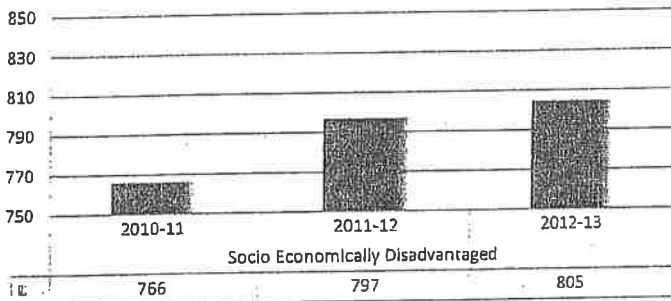
### FOOTHILL API



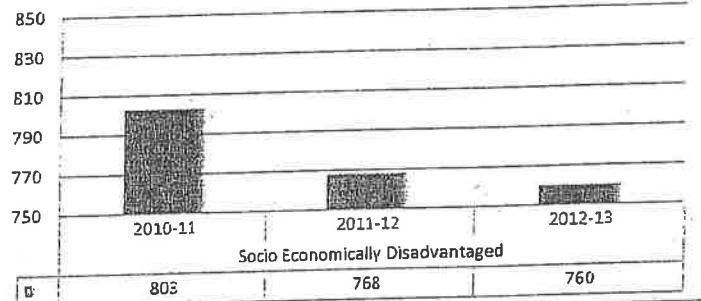
### LOMA RICA API



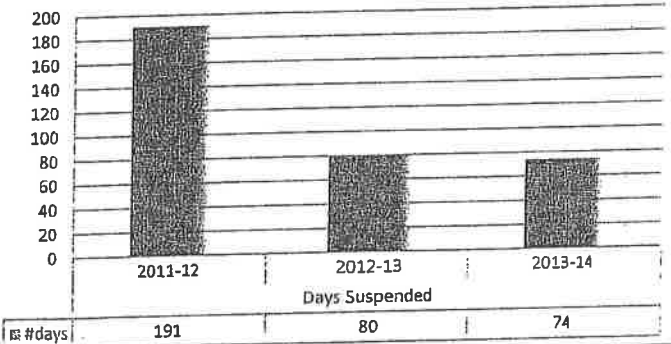
### FOOTHILL Socio Economically Disadvantaged - API



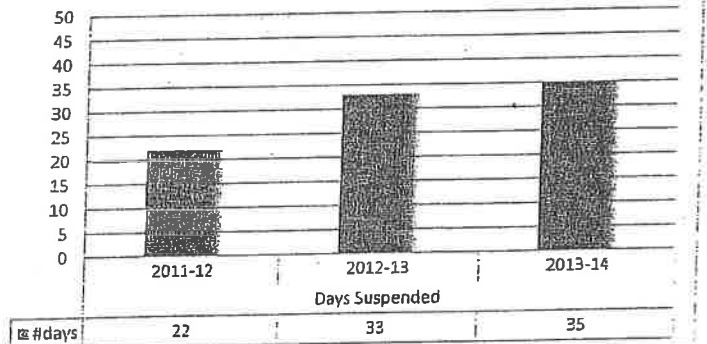
### LOMA RICA Socio Economically Disadvantaged - API



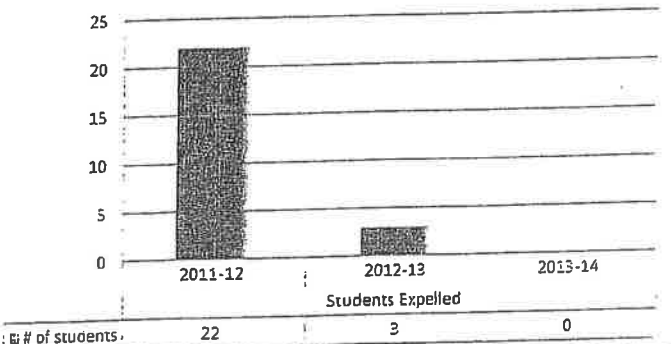
### FOOTHILL DAYS OF SUSPENSIONS



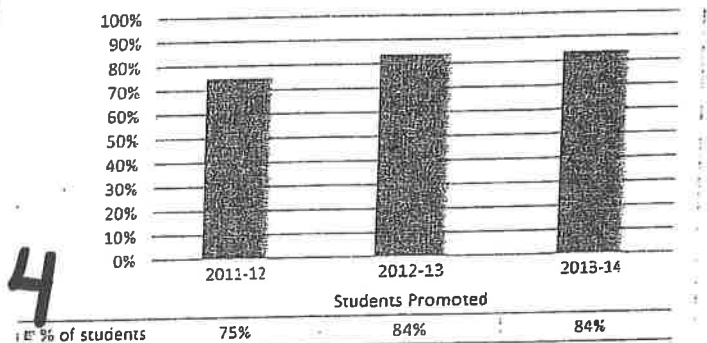
### LOMA RICA DAYS OF SUSPENSIONS



### FOOTHILL EXPULSIONS



### PERCENT PROMOTED







# Marysville Joint Unified School District

1919 B Street Marysville, CA 95901

(530) 741-6000 • FAX (530) 742-0573

## CONTRACT SERVICES AGREEMENT

Marysville Joint Unified School District and Eaton Interpreting Services for the purposes of interpreting for parents requiring American Sign Language (ASL) interpreting.

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into this 10<sup>th</sup> day of February 2015 (hereinafter, the "Effective Date"), by and between the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT ("DISTRICT") and Eaton Interpreting an interpreting company (hereinafter, "CONTRACTOR"). For the purposes of this Agreement DISTRICT and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to DISTRICT or CONTRACTOR interchangeably.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, DISTRICT and CONTRACTOR agree as follows:

### I. ENGAGEMENT TERMS

- 1.1 SCOPE OF WORK: Subject to the terms and conditions set forth in this Agreement, CONTRACTOR agrees to perform duties as define within the scope of work (Attachment A).
- 1.2 TERM: This Agreement shall have a term of **July 1, 2014-June 30, 2016**.
- 1.3 COMPENSATION:

The district shall reimburse Eaton Interpreting Services at the rate of \$52.50 per hour. Travel time will also be paid at \$52.50 per hour.

CONTRACTOR's total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of \$3500.00 (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the DISTRICT acting in consultation with the Director of Student Services or the Assistant Superintendent of Business Services. In the event CONTRACTOR's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, DISTRICT may suspend CONTRACTOR's performance pending DISTRICT approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other DISTRICT-approved amendment to the compensation terms of this Agreement.

- 1.4 PAYMENT OF COMPENSATION: The Not-to-Exceed Sum shall be paid to CONTRACTOR per invoice as the Work is completed. Following the conclusion of each calendar month, CONTRACTOR shall submit to DISTRICT an itemized invoice indicating the services performed including the name of the client and the school site.
- 1.5 ACCOUNTING RECORDS: CONTRACTOR shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. DISTRICT shall have the right to access and examine such records, without charge, during normal business hours. DISTRICT shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

Business Services Department

Approval: [Signature]

Date: 1/22/15

Page 1 of 11

Deliverables Oriented Template – Non Pro Svc

5

## II. PERFORMANCE OF AGREEMENT

- 2.1 DISTRICT'S REPRESENTATIVES: The DISTRICT hereby designates the Superintendent and Director of Student Services to act as its representatives for the performance of this Agreement. The Superintendent shall be the chief DISTRICT Representative. The DISTRICT Representatives or their designee shall act on behalf of the DISTRICT for all purposes under this Agreement. CONTRACTOR shall not accept directions or orders from any person other than the DISTRICT Representatives or their designee.
- 2.2 CONTRACTOR REPRESENTATIVE: CONTRACTOR hereby designates ..... to act as its representative for the performance of this Agreement (hereinafter, "CONTRACTOR Representative"). CONTRACTOR Representative shall have full authority to represent and act on behalf of the CONTRACTOR for all purposes under this Agreement. CONTRACTOR Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONTRACTOR Representative shall constitute notice to CONTRACTOR.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONTRACTOR agrees to work closely with DISTRICT staff in the performance of the Work and this Agreement and shall be available to DISTRICT staff and the DISTRICT Representatives at all reasonable times.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONTRACTOR represents, acknowledges and agrees to the following:
- A. CONTRACTOR shall perform all Work skillfully, competently and to the highest standards of CONTRACTOR's profession;
  - B. CONTRACTOR shall perform all Work in a manner reasonably satisfactory to the DISTRICT;
  - C. CONTRACTOR shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*);
  - D. CONTRACTOR understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
  - E. All of CONTRACTOR's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONTRACTOR; and
  - F. All of CONTRACTOR's employees and agents (including but not limited to subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to DISTRICT for copying and inspection.

The Parties acknowledge and agree that CONTRACTOR shall perform, at CONTRACTOR's own cost and expense and without any reimbursement from DISTRICT, any services necessary to correct any errors or omissions caused by CONTRACTOR's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONTRACTOR's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONTRACTOR to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the DISTRICT Representatives in writing and in their sole and absolute discretion. The Parties acknowledge and agree that DISTRICT's acceptance of any work performed by CONTRACTOR or on CONTRACTOR's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that DISTRICT has relied upon the foregoing representations of CONTRACTOR, including but not limited to the representation that CONTRACTOR possesses the skills,

training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONTRACTOR's profession.

- 2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONTRACTOR are material to DISTRICT's willingness to enter into this Agreement. Accordingly, DISTRICT has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONTRACTOR or on behalf of CONTRACTOR in the performance of this Agreement. In recognition of this interest, CONTRACTOR agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONTRACTOR's duties or obligations under this Agreement without the prior written consent of the DISTRICT. In the absence of DISTRICT's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.
- 2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONTRACTOR or under CONTRACTOR's strict supervision. CONTRACTOR will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. DISTRICT retains CONTRACTOR on an independent contractor basis and not as an employee. CONTRACTOR reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONTRACTOR's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of DISTRICT's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONTRACTOR are not employees of DISTRICT and shall at all times be under CONTRACTOR's exclusive direction and control. CONTRACTOR shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, social security and Medicare payments and the like. CONTRACTOR shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.
- 2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONTRACTOR's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the DISTRICT Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONTRACTOR, a threat to persons or property, or if any of CONTRACTOR's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the DISTRICT, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by CONTRACTOR and shall not be re-assigned to perform any of the Work.
- 2.8 COMPLIANCE WITH LAWS: CONTRACTOR shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONTRACTOR's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.
- 2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONTRACTOR and all persons retained or employed by CONTRACTOR are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of DISTRICT. CONTRACTOR shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONTRACTOR and all persons retained or employed by CONTRACTOR shall have no authority, express or implied, to bind DISTRICT in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, DISTRICT, whether by contract or otherwise, unless such authority is expressly conferred to CONTRACTOR under this Agreement or is otherwise expressly conferred by DISTRICT in writing.

### III. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONTRACTOR will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONTRACTOR shall procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONTRACTOR shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
  - B. Automobile Liability Insurance: CONTRACTOR shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
  - C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONTRACTOR and DISTRICT against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONTRACTOR in the course of carrying out the Work contemplated in this Agreement.

#### IV. INDEMNIFICATION

- 4.1 The Parties agree that DISTRICT and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "DISTRICT Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the DISTRICT Indemnitees with the fullest protection possible under the law. CONTRACTOR acknowledges that DISTRICT would not enter into this Agreement in the absence of CONTRACTOR's commitment to indemnify, defend and protect DISTRICT as set forth herein.
- 4.2 To the fullest extent permitted by law, CONTRACTOR shall indemnify, hold harmless and defend the DISTRICT Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorney's fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the CONTRACTOR.
- 4.3 DISTRICT shall have the right to offset against the amount of any compensation due CONTRACTOR under this Agreement any amount due DISTRICT from CONTRACTOR as a result of CONTRACTOR's failure to pay DISTRICT promptly any indemnification arising under this Article and related to CONTRACTOR's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.4 The obligations of CONTRACTOR under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to DISTRICT and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers.
- 4.5 CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations from others as required herein, CONTRACTOR agrees to be fully responsible and indemnify, hold harmless and defend DISTRICT and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional,

reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR's subcontractors or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of DISTRICT's choice.

- 4.6 DISTRICT does not, and shall not, waive any rights that it may possess against CONTRACTOR because of the acceptance by DISTRICT, or the deposit with DISTRICT, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the DISTRICT may have at law or in equity.

## V. TERMINATION

5.1 TERMINATION WITHOUT CAUSE: DISTRICT may terminate this Agreement at any time for convenience and without cause by giving CONTRACTOR a minimum of five (5) calendar days prior written notice of DISTRICT's intent to terminate this Agreement. Upon such termination for convenience, CONTRACTOR shall be compensated only for those services and tasks which have been performed by CONTRACTOR up to the effective date of the termination. CONTRACTOR may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, DISTRICT may require CONTRACTOR to provide all finished or unfinished Documents and Data, as defined in Section 7.1 below, and other information of any kind prepared by CONTRACTOR in connection with the performance of the Work. CONTRACTOR shall be required to provide such Documents and Data within fifteen (15) calendar days of DISTRICT's written request. No actual or asserted breach of this Agreement on the part of DISTRICT pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict DISTRICT's ability to terminate this Agreement for convenience as provided under this Section.

### 5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2.C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute the such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

B. CONTRACTOR shall cure the following Events of Defaults within the following time periods:

- i. Within three (3) business days of DISTRICT's issuance of a Default Notice for any failure of CONTRACTOR to timely provide DISTRICT or DISTRICT's employees or agents with any information and/or written reports, documentation or work product which CONTRACTOR is obligated to provide to DISTRICT or DISTRICT's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, DISTRICT shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
- ii. Within fourteen (14) calendar days of DISTRICT's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing

notwithstanding, DISTRICT shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period. .

In addition to any other failure on the part of CONTRACTOR to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONTRACTOR shall include, but shall not be limited to the following: (i) CONTRACTOR's refusal or failure to perform any of the services or tasks called for under the Scope of Work; (ii) CONTRACTOR's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONTRACTOR's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONTRACTOR, whether voluntary or involuntary; (v) CONTRACTOR's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vi) DISTRICT's discovery that a statement representation or warranty by CONTRACTOR relating to this Agreement is false, misleading or erroneous in any material respect.

- C. DISTRICT shall cure any Event of Default asserted by CONTRACTOR within FORTY-FIVE (45) calendar days of CONTRACTOR's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, DISTRICT may submit a written request for additional time to cure the Event of Default upon a showing that DISTRICT has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with DISTRICT's failure to timely pay any undisputed sums to CONTRACTOR as provided under Section 1.4, above, shall be cured by DISTRICT within five (5) calendar days from the date of CONTRACTOR's Default Notice to DISTRICT.
- D. DISTRICT, in its sole and absolute discretion, may also immediately suspend CONTRACTOR's performance under this Agreement pending CONTRACTOR's cure of any Event of Default by giving CONTRACTOR written notice of DISTRICT's intent to suspend CONTRACTOR's performance (hereinafter, a "Suspension Notice"). DISTRICT may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONTRACTOR shall be compensated only for those services and tasks which have been rendered by CONTRACTOR to the reasonable satisfaction of DISTRICT up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of DISTRICT shall operate to prohibit or otherwise restrict DISTRICT's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to DISTRICT at law or under this Agreement in the event of any breach of this Agreement, DISTRICT, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
  - i. Upon written notice to CONTRACTOR, the DISTRICT may immediately terminate this Agreement in whole or in part;
  - ii. Upon written notice to CONTRACTOR, the DISTRICT may extend the time of performance;
  - iii. The DISTRICT may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONTRACTOR's breach of the Agreement or to terminate the Agreement; or
  - iv. The DISTRICT may exercise any other available and lawful right or remedy.

CONTRACTOR shall be liable for all legal fees plus other costs and expenses that DISTRICT incurs upon a breach of this Agreement or in the DISTRICT's exercise of its remedies under this Agreement.

G. In the event DISTRICT is in breach of this Agreement, CONTRACTOR's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONTRACTOR under this Agreement for completed services and tasks.

5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

## VI. MISCELLANEOUS PROVISIONS

6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of DISTRICT without restriction or limitation upon their use or dissemination by DISTRICT. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONTRACTOR in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to DISTRICT, a perpetual license for DISTRICT to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONTRACTOR shall require all subcontractors and subconsultants working on behalf of CONTRACTOR in the performance of this Agreement to agree in writing that DISTRICT shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONTRACTOR in the performance of this Agreement.

6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by DISTRICT. DISTRICT shall grant such consent if disclosure is legally required. Upon request, all DISTRICT data shall be returned to DISTRICT upon the termination or expiration of this Agreement. CONTRACTOR shall not use DISTRICT's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of DISTRICT.

6.3 FINGERPRINTING. CONTRACTOR shall comply with all applicable provisions of Education Code Section 45125.1. CONTRACTOR will conduct criminal background checks of all employees, agents and/or representatives assigned performing any services and tasks on DISTRICT property on CONTRACTOR's behalf. CONTRACTOR will certify in writing that no such employees, agents and representatives who have been convicted of a violent or serious felony as described in the Notice Re: Criminal Records will have contact with DISTRICT's pupils. CONTRACTOR will provide DISTRICT with a list of all employees providing services pursuant to this Agreement. To the extent permitted under Education Code Section 45125.1, the DISTRICT Representatives may waive any fingerprinting requirements where it is determined that the CONTRACTOR, its employees and agents will have limited or no contact with pupils in the performance of any services and tasks called for under this Agreement. The waiver of the requirements of Education Code Section 45125.1 must be made in writing signed by one or both of the DISTRICT Representatives.

6.4 DRUG FREE WORKPLACE CERTIFICATION. CONTRACTOR shall apprise its officials and employees of the Drug-Free Workplace Act of 1990 (Govt. Code Section 8350 et seq.) (hereinafter, the "Act") which requires that every person or organization awarded a contract or grant for the procurement of property or services from any State agency must certify that it

will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred. CONTRACTOR shall comply with the requirements publication and notification requirements of Government Code Section 8355 as to all employees performing services and tasks under this Agreement on DISTRICT property or from DISTRICT facilities.

- 6.5 FALSE CLAIMS ACT. CONTRACTOR warrants and represents that neither CONTRACTOR nor any person who is an officer of, in a managing position with, or has an ownership interest in CONTRACTOR has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 *et seq.* and the California False Claims Act, Government Code Section 12650 *et seq.*
- 6.6 NOTICES: All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

**CONTRACTOR:**

Eaton Interpreting Services  
8213 Villa Oak Drive  
Citrus Heights, CA 95610  
Attn:  
Phone: 916-721-3636  
Fax:  
Email: [www.eatoninterpreting.com](http://www.eatoninterpreting.com)

**DISTRICT:**

Marysville Joint Unified School District  
1919 B Street  
Marysville, CA 95901  
Attn: Toni S. Vernier  
Phone: 530-749-6182  
Fax: 530-741-6850

Such notices shall be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepared and addressed to the Party at its applicable address.

- 6.7 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.8 SUBCONTRACTING: CONTRACTOR shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of DISTRICT. Subcontracts (including without limitation subcontracts with subconsultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.9 DISTRICT'S RIGHT TO EMPLOY OTHER CONTRACTORS: DISTRICT reserves the right to employ other contractors in connection with the various projects worked upon by CONTRACTOR.
- 6.10 PROHIBITED INTERESTS: CONTRACTOR warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, DISTRICT shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of DISTRICT, during the term of his or her service with DISTRICT, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 6.11 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.12 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Yuba County Superior Court of



the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Northern District of California located in the City of Los Angeles, California.

6.13 ATTORNEY'S FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.

6.14 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.

6.15 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.

6.16 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.

6.17 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

6.18 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to DISTRICT approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.

6.19 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.

6.20 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.

6.21 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between DISTRICT and CONTRACTOR prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which is not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.

6.22 COUNTERPARTS: This Agreement shall be executed in TWO (2) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.15, above.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

**MARYSVILLE JOINT UNIFIED SCHOOL  
DISTRICT:**

By: \_\_\_\_\_  
Ryan DiGiulio, Assistant Superintendent of  
Business Services

**Eaton Interpreting Services, Inc.  
8213 Villa Oak Drive  
Citrus Heights, CA. 95610**

By: Kim Eaton  
Name: Kim Eaton  
Title: President

## Attachment A

### Scope of Work

Upon request of district Special Education staff, Eaton will provide an American Sign Language (ASL) interpreter for the purposes of interpreting the Individualized Education Plan (IEP) meeting for parents who require and request ASL interpreting.

Eaton staff will attend the IEP meeting and interpret for the parent. Arrival time to the meeting will be according the agreed upon meeting time. And the interpreting service will continue through the duration of the IEP meeting.

October 9, 2014

Ramiro Carreón  
Assistant Superintendent of Personnel Services  
Marysville Joint Unified School District  
1919 B Street  
Marysville, CA 95901

MJUSD  
Personnel Dept  
OCT 10 2014  
RECEIVED

Toni Vernier  
Director of Student Services  
Marysville Joint Unified School District  
1919 B Street  
Marysville, CA 95901

Dear Mr. Carreón and Mrs. Vernier,

I wanted to let you know of my intention to take a maternity leave during the current (2014/2015) school year. My due date is 1/22/2015 and, at this time, it is my intention to work up until my 39<sup>th</sup> week of pregnancy so that, if possible, I may briefly overlap my schedule with that of the person who will be covering my leave prior to my departure. This would make my last day of work prior to my maternity leave during the week of 1/12/2015.

In addition to the six weeks of maternity leave, and two weeks of difference pay typically provided, I would also like to request that I have the opportunity to extend my leave through the Family and Medical Leave Act for the remainder of the 2014/2015 school year. For your convenience, I have attached a color coded calendar as a visual reference.

I greatly appreciate you taking the time to consider this request. Please do not hesitate to contact me with any questions you might have regarding this issue.

Sincerely,



Lauren Inouye  
School Psychologist  
Work Ph: (530) 741-6141 x5516 (Wednesdays, Thursdays, Fridays)  
Home Ph: (530) 891-1475 (Mondays, Tuesdays)  
Cell Ph: (530) 864-1220 (Mondays, Tuesdays)  
Email: [linouye@mjusd.com](mailto:linouye@mjusd.com)

January 15, 2015

MJUSD  
Personnel Dept.

JAN 20 2015

RECEIVED

Dear Ashley Vette,

This letter is to inform you of my two weeks notice. January 29, 2015 will be my last day. I want to thank you for the amazing opportunity to grow and learn so much throughout the six years of working for Stars. This is a bittersweet letter and I enjoyed all the schools I got to work with from staff to the students.

Sincerely,

Yomaira Haro

Yomaira Haro

Mary Hicks

---

**From:** Chris Zunino  
**Sent:** Wednesday, January 28, 2015 7:30 AM  
**To:** Ramiro Carreon; Scott Lane  
**Cc:** Maurice Negueloua; Mary Hicks  
**Subject:** Resignation

MJUSD  
Personnel Dept.

JAN 28 2015

RECEIVED

Ramiro/Scott,

Please accept this email as notification of my resignation effective 2-6-15, as I have accepted a position with another school district. I truly appreciate the opportunities I had as an employee of MJUSD and the projects I was able to complete for the students and staff of this District.

Thank you,  
Chris Zunino

18

**Valenzuela/CAHSEE Lawsuit Settlement**  
**Quarterly Report on Williams Uniform Complaints**  
[Education Code § 35186(d)]  
**2014-2015**

District: MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

Person completing this form: Ramiro G. Carreón Title: Asst. Supt/Personnel Services

Quarterly Report Submission Date:  
(check one)

- ☐ October 2014-1<sup>st</sup> quarter-(7/1-9/30/14)  
☒ January 2015-2<sup>nd</sup> quarter (10/1-12/31/14)  
☐ April 2015-3<sup>rd</sup> quarter (1/1-3/31/15)  
☐ July 2015-4<sup>th</sup> quarter (4/1-6/30/15)

Date for information to be reported publicly at governing board meeting: February 10, 2015

Please check the box that applies:

- ☒ No complaints were filed with any school in the district during the quarter indicated above.
- ☐ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0		
Teacher Vacancy or Misassignment	0		
Facilities Conditions	0		
CAHSEE Intensive Instruction and Services	0		
TOTALS	0		

Dr. Gay Todd  
Print Name of District Superintendent

Gay Todd  
Signature of District Superintendent

January 21, 2015

Date



## INTERNSHIP CREDENTIAL PROGRAM AGREEMENT

This Internship Credential Program Agreement (“**Agreement**”) is entered into effective May 21, 2014 (“**Effective Date**”) by and between Marysville Joint Unified School District, a legal association of school districts who have partnered for the purpose of providing contractual services for students, or state-supported K-12 educational service unit, which is located in the State of California, County of Yuba (individually or collectively, “**District**”), and National University (“**University**”), a California nonprofit, private university.

### RECITALS

- A. **University** is accredited by the Commission for Senior Colleges and Universities of the Western Association of Schools and Colleges (WASC). **University** has met all of the preconditions prescribed by the California Commission on Teacher Credentialing (CTC) to offer the following internship credential programs (“**Programs**”): Teacher Education Internship Credential, Special Education Internship Credential, Preliminary Administrative Services Internship Credential, and Pupil Personnel Services Internship Credential – School Counseling, Pupil Personnel Services Internship Credential – School Psychology;
- B. California Education Code Sections 44452 and 44321 authorize a public school district or county office of education in cooperation with an approved college or university to establish an internship program meeting the provisions of applicable California statutes and CTC regulations. **District** is a public school district (or state-supported K-12 educational service unit) or county office of education and **University** is an approved university within the meaning of Ed Code Section 44452; and
- C. **District** and **University** wish to partner to deliver services in support of the Programs that meet the regulations and standards of CTC. Attached as Exhibit “A” to this Agreement and incorporated herein by this reference is a list of the Programs that **District** and **University** will be supporting through this partnership.

Based on these recitals, **District** and **University** agree as follows:

- 1. Term. The term of this Agreement shall commence as of the Effective Date above and shall continue until such time as either party gives 30 days notice of its intent to terminate this Agreement. All Interns placed with **District** and who are in good standing with **District** and **University** as of the date of termination of this Agreement shall be permitted to complete their internship experience with **District**.
- 2. Placement of Interns. **University** students, certified as qualified and competent by **University** to provide intern services to **District**, may, at **District**’s discretion, be accepted and assigned to its schools for services as interns (“**Interns**”). **University** and **District** shall coordinate the process of selection and placement of Interns. **University** reserves the right to make the final determination on any Intern’s acceptance into the Program, while **District** reserves the right to make the final determination on any Intern’s employment. Neither **University** nor **District** shall discriminate in the selection or acceptance of, or participation by, any Intern pursuant to this Agreement because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veteran’s status, medical condition, marital status, or citizenship, within the limits imposed by law.
- 3. Program Requirements. Each Intern accepted into the Program must have met all of the following qualifying minimum criteria:
  - a. Recommendation to a Program by a **District** designee.
  - b. Interview and screening by **District** staff, including a background check, district administrator interview and paper screening, Department of Justice fingerprint clearance, and a baccalaureate degree from an accredited institution.
  - c. Interview and screening by **University** staff, including a personal interview, written self-evaluation regarding teaching and learning, and verification of coursework and prior experience with K-12 students in a multicultural, multilingual setting.
  - d. Interview with a **University** Support Provider/Supervisor and a lead faculty member for the Program.
  - e. Passage of the CBEST exam or proof of basic skills assessment and verification of subject matter competence by completion of an approved program or passage of the CSET.
  - f. All service preconditions required by the CCTC shall have been met.



4. Intern Employment Status. Interns shall be **District** employees for all purposes, including for the payment of any federal, state, or local income or occupational taxes, FICA taxes, unemployment compensation or workers' compensation contributions, vacation pay, sick leave, retirement benefits or any other payments or benefits for or on behalf of Interns.
5. Reservation of Right to Payment. Pursuant to Education Code Section 44462, **District** reserves the right to request an adjustment of any Intern's salary to cover supervision services pursuant to this Agreement.
6. Non-Displacement of Certificated Employees. Pursuant to CTC requirements, upon request **District** shall provide written certification to **University** that each Intern placed with **District** has not displaced a certificated **District** employee, which shall enable **University** to verify to CTC that all statutory and CTC requirements have been met.
7. Intern Advisory Committee. **District** and **University** will collaborate to develop an Intern Advisory Committee comprised of community members, institutional administrators, teachers, faculty members, and at least one Intern representative, which will serve to provide guidance and support for the Programs.
8. Teacher and Special Education Intern Support.
  - a. To support Education Credential Interns, **District** and **University** will each provide a qualified supervisor to assist each Intern in a Program. **District** supervisors are called "Site Support Providers". **University** supervisors are called "University Support Providers". **District** Site Support Providers will mentor, coach and consult with interns on all areas of responsibility as a teacher of record by visiting the classroom to conduct real time observations with pre- and post-debriefing protocols to provide weekly course planning, modeling and coaching with attention to differentiated instruction for English Learners; assessment of language needs and progress; and support for language accessible instruction. **University** Support Providers will provide guidance and mentorship in weekly planning for all students including, but not limited to English Language Learners via virtual communication, in-classroom coaching and mentoring as deemed appropriate.
  - b. **District** Site Support Providers will hold a valid Clear or Life Credential, three years of successful teaching experience, and a valid English Learner Authorization or CLAD Certificate issued pursuant to section 80015 or valid bilingual authorization issued pursuant to section 80015.1. **University** Support Providers will have current knowledge in their subject-matter area; ability to model best practices in teaching, scholarship and service; working knowledge about diversity (abilities, culture, language, ethnic, gender); and understanding of academic standards, frameworks and accountability for public schools. **District** and **University** shall independently determine the qualifications of their respective supervisors.
  - c. **District's** Site Support Provider and **University's** Support Provider will together meet periodically with Interns to ensure Interns are following the California standards for the specific credential each Intern is seeking to obtain.
  - d. **District's** Site Support Provider/Site Supervisors and **University's** Support Providers will meet without the Intern to discuss the Intern's progress, as needed.
  - e. Concurrent with an Intern's experience at **District**, **University** will hold Program orientation seminars for Interns and training seminars for **District** Site Support Providers/Supervisors. During the Site Support Providers'/Site Supervisors' training, **University** representatives will review supervising techniques, establish procedures for conducting observations and providing assistance, introduce forms used in the Program, communicate seminar schedules, and offer further training and materials to Site Support Providers.
  - f. **District** will include Interns in appropriate **District** support programs and regularly scheduled staff development activities.
  - g. **District** will designate a liaison, who may or may not be on the Intern Advisory Committee, to ensure supervisory and support assistance to Interns at **District**.
  - h. **University** Support Providers will visit Interns at their sites on a regularly scheduled basis to monitor each Intern's progress. **District** Site Support Providers will provide supervision and ongoing support for a minimum of 72 hours. Interns without an English Language Authorization must receive focused English Language instruction support. **University** Support Providers will provide supervision and ongoing support for a minimum of 72 hours. Interns without an English Language Authorization must receive a minimum of 45 hours of focused English Language instruction support. **University** Support Providers will monitor the completion of employer-provided support via a Intern Support Verification Form to verify the clockwork hours provided by Site Support Providers and/or employer support personnel. Forms must be turned in as part of the intern's clinical practice course assignments.
9. Counseling, Psychology and Administrative Services Intern Support
  - a. To support Services Credential Interns, **District** and **University** will each provide a qualified supervisor to assist each Intern in a Pupil Personnel Services School Counseling, Pupil Personnel Services School Psychology, and Administrative Services Programs. **District** supervisors are called "Site Support Providers/Site Supervisors". **University** supervisors are called "Support Providers/University Supervisors".
  - b. **District** and **University** shall independently determine the qualifications of their respective supervisors.
  - c. **District's** Site Support Provider/Site Supervisors and **University's** Support Provider/University Supervisors will together meet periodically with Interns to ensure Interns are following the California standards for the services credential each intern is seeking to obtain.
  - d. **District's** Site Support Provider/Site Supervisors and **University's** Support Providers/University Supervisors will meet without the Intern to discuss the Intern's progress, as needed.
  - e. Concurrent with an Intern's experience at **District**, **University** will hold Program orientation seminars for Interns and training seminars for **District** Site Support Providers/Supervisors. During the Site Support Providers'/Site Supervisors' training, **University** representatives will review supervising techniques, establish procedures for conducting observations and providing

- assistance, introduce forms used in the Program, communicate seminar schedules, and offer further training and materials to Site Support Providers.
- f. **District** will include Interns in appropriate **District** support programs and regularly scheduled staff development activities.
  - g. **District** will designate a liaison, who may or may not be on the Intern Advisory Committee, to ensure supervisory and support assistance to Interns at **District**.
  - h. **University** Support Providers will visit Interns at their sites on a regularly scheduled basis to monitor each Intern's progress.
10. **Academic Responsibility.** **University** shall have exclusive control over all academic issues involving the Programs, which shall include, without limitation: selection of course content and required textbooks; delivery of instructional programs; selection and approval of faculty; admission, registration, and retention of Interns; evaluation of Interns' prior experience and education; evaluation of Interns' academic progress; scheduling courses; awarding academic credit; and conferring degrees.
11. **Duration of Internship.** Once a student has been accepted as an Intern by **District**, and if the student remains in good standing in the Program at **University** and within the **District's** policies and performance standards, the Intern will be permitted to finish his/her internship at **District**. However, an Intern who performs below acceptable **District** or **University** standards, after appropriate support and advice efforts have been exhausted, may be removed from the paid internship position by the **District** and/or removed from his/her Program by the **University**. All services provided by **University** and **District** pursuant to this Agreement shall terminate upon an Intern's removal from the **District** or termination of participation in a Program.
12. **Assessment.** Assessment is a function of the Teacher Education Internship Seminar course (for the Teacher Education Internship Credential), Specialist Education Clinical Practice Seminar courses (for the Special Education Internship Credential), Intern Field Experience course (for the Preliminary Administrative Services Internship Credential) and Best Practices Internship Seminar for School Counseling and School Psychology (for the Pupil Personnel Services Internship Credential). Students in those classes will pre-assess their teaching or administrative skills, develop a plan for growth, and assess their growth at the close of the course. This pre-assessment, development and post-assessment will occur in collaboration with the **District** Site Support Provider/Site Supervisor and the **University** Support Provider/University Supervisor.
13. **Indemnity.** The **District** shall defend, indemnify and hold the **University**, its officers, employees, and agents, harmless from and against any and all liability, loss, expense (including reasonable attorneys fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the **District**, its officers, employees, or agents.
- The **University** shall defend, indemnify and hold the **District**, its officers, employees, and agents, harmless from and against any and all liability, loss, expense (including reasonable attorneys fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the **University**, its officers, employees, or agents.
14. **Relationship of Parties.** Nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, or a joint venture, partnership or agency relationship between the parties.
15. **Publicity.** Neither **University** nor **District** shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted, which identifies the other party or its facilities with respect to this Agreement, without the prior written consent of the other party. In addition, neither party may use the names, logos, or trademarks of the other party without its prior written consent.
16. **Records.** It is understood and agreed that all employment records shall remain the property of **District**, and all student records, including Intern assessments, will remain the property of **University**.
17. **Entire Agreement and Severability.** If a court or arbitrator holds any provision of this Agreement to be illegal, unenforceable, or invalid, the remaining provisions will not be affected. This Agreement contains the entire agreement between the parties pertaining to the transaction and may not be amended unless in writing, signed by both parties.
18. **Assignment.** Neither party shall assign its rights or delegate its duties under this Agreement without the prior written consent of the other party.
19. **Notices.** All notices or other communications given under this Agreement will be in writing and sent to the addressee listed below (unless a party has changed its address by giving notice), and will be effective upon receipt if delivered personally or by overnight mail, or effective three days after mailing if by certified mail, return receipt requested.
20. **Representations.** Each party represents that: (a) it will abide by all applicable federal, state, or local statutes or regulations; (b) the individual signing this Agreement has the authority to do so; and (c) it has the ability and authority to perform each of its obligations under this Agreement. These representations will continue after the Agreement terminates.
21. **General Provisions.** The Agreement: (a) will be binding and enforceable by the parties and their respective successors or assigns, but not by any individual or organization not a party to this Agreement; (b) may be executed in counterparts and effective with original or facsimile signatures; (c) will be governed by California law; and (d) has been executed at San Diego, California.

This Agreement is executed by and between:

University: National University

Contact: Frank Adame  
Credentials Contract Coordinator  
11255 North Torrey Pines Road  
La Jolla, CA 92037-1011  
Telephone (858) 642-8300  
Facsimile (858) 642-8717  
credcontracts@nu.edu

By: Judy A. Mantle  
Judy A. Mantle  
Dean, School Of Education

Dated: 2-2-15

By: \_\_\_\_\_  
Randy C. Frisch, Esq.  
Vice Chancellor, Business and Administration

Dated: \_\_\_\_\_

District: Marysville Joint Unified School District

By: \_\_\_\_\_

Name: Ryan DiGiulio

Title: Asst. Supt. of Business Services

Address: 1919 B Street

Marysville, CA 95901

Telephone: (530) 749-6144 (Ramiro Carreon)

Dated: 2/10/15

TEACHER BARGAINING UNIT:

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
(Representative of Teacher Bargaining Unit)

## **EXHIBIT A**

### **Internship Programs**

**District and University** wish to partner to support the following Programs:

Teacher Education Internship Credential  
Special Education Internship Credential  
Preliminary Administrative Services Internship Credential  
Pupil Personnel Services Internship Credential – School of Counseling  
Pupil Personnel Services Internship Credential – School of Psychology

24

**MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT**  
Marysville, California

**MEASURE P GENERAL OBLIGATION BONDS**  
**PERFORMANCE AUDIT**  
June 30, 2014

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT  
Marysville, California

MEASURE P GENERAL OBLIGATION BONDS  
PERFORMANCE AUDIT  
June 30, 2014

CONTENTS

INDEPENDENT AUDITOR'S REPORT .....	1
BACKGROUND:	
LEGISLATIVE HISTORY .....	2
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT MEASURE P GENERAL OBLIGATION BONDS.....	2
PERFORMANCE AUDIT:	
OBJECTIVES .....	3
SCOPE .....	3
METHODOLOGY .....	3
CONCLUSION.....	3

## INDEPENDENT AUDITOR'S REPORT

Board of Trustees and  
Measure P Bond Oversight Committee  
Marysville Joint Unified School District  
Marysville, California

We have conducted a performance audit of the Marysville Joint Unified School District (the "District") Measure P General Obligation Bond funds for the year ended June 30, 2014.

We conducted our performance audit in accordance with *Government Auditing Standards* issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our conclusion based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.

Our audit was limited to the objectives listed on page 3 of this report which includes determining the compliance with the performance requirements for the Proposition 39 Measure P General Obligation Bonds under the applicable provisions of Section 1(b)(3)(C) of Article XIII A of the California Constitution and Proposition 39 as they apply to the bonds and the net proceeds thereof. Management is responsible for Marysville Joint Unified School District's compliance with those requirements.

Solely to assist us in planning and performing our performance audit, we obtained an understanding of the internal controls of Marysville Joint Unified School District to determine if internal controls were adequate to help ensure the District's compliance with the requirements of Proposition 39, as specified by Section 1(b)(3)(C) of Article XIII A of the California Constitution. Accordingly, we do not express any assurance on the internal controls.

The results of our tests indicated that, in all significant respects, Marysville Joint Unified School District expended Measure P General Obligation Bond funds for the year ended June 30, 2014 only for the specific projects developed by the District's Governing Board and approved by the voters, in accordance with the requirements of Proposition 39, as specified by Section 1(b)(3)(C) of Article XIII A of the California Constitution.



Crowe Horwath LLP

Sacramento, California  
January 23, 2015

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT  
MEASURE P GENERAL OBLIGATION BONDS  
BACKGROUND INFORMATION

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**LEGISLATIVE HISTORY**

On November 7, 2000, California voters approved Proposition 39, the Smaller Classes, Safer Schools and Financial Accountability Act. Proposition 39 amended portions of the California Constitution to provide for the issuance of general obligation bonds by school districts, "for the construction, reconstruction, rehabilitation or replacement of school facilities, including the furnishing and equipping of school facilities, or the acquisition or lease of real property for school facilities", upon approval by 55% of the electorate.

Education Code Section 15278 provides additional accountability measures:

1. A requirement that the school district establish and appoint members to an independent citizens' oversight committee.
2. A requirement that the school district expend bond funds only for the purposes described in Section 1(b)(3) of Article XIII A of the California Constitution, and ensuring that no funds are used for any teacher or administrative salaries or other school operating expenses.
3. A requirement to conduct an annual independent performance audit required by Section 1(b)(3)C of Article XIII A of the California Constitution.
4. A requirement to conduct an annual independent financial audit required by Section 1(b)(3)D of Article XIII A of the California Constitution.

**MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT MEASURE P GENERAL OBLIGATION BONDS**

On November 4, 2008, the electorate of the Marysville Joint Unified School District approved the \$47,000,000 Measure P general obligation bonds with greater than 55% of the votes in favor. The Bond funds are to be used to improve the quality of education by repairing and modernizing worn-out local schools, such as repairing, upgrading or replacing roofs, heating/air conditioning and plumbing systems; constructing, acquiring, converting, furnishing and equipping school facilities; and to help qualify for State modernization and construction matching funds. The summarized text of the ballot language was as follows:

*"To continue improving the quality of education in local schools and protecting the safety of our children, by repairing, replacing or updating fire alarm systems, worn-out roofs, outdated classrooms and science labs, plumbing and heating/air conditions systems; and to help qualify for State matching funds for school modernization and construction, shall the Marysville Joint Unified School District issue \$47,000,000 of bonds at legal interest rates, with independent citizens' oversight and audits, and no money for administrators' salaries?"*

On August 5, 2009, the District issued General Obligation Bonds in the amount of \$34,433,777 to raise money for authorized school purposes. Repayment of the bonds is made from the ad valorem taxes to be levied annually upon all property subject to taxation by the District. The Bonds mature serially in varying amounts during the succeeding years through fiscal year 2035-2036, with interest rates varying from 5.0% to 5.5%.



MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT  
MEASURE P GENERAL OBLIGATION BONDS  
OBJECTIVES, SCOPE, METHODOLOGY AND CONCLUSIONS

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## OBJECTIVES

The objective of our performance audit was to determine that the District expended Measure P General Obligation Bond funds for the year ended June 30, 2014 only for the purposes approved by the voters and only on the specific projects developed by the District's Board of Trustees, in accordance with the requirements of Proposition 39, as specified by Section 1(b)(3)C of Article XIII A of the California Constitution.

## SCOPE

The District provided to us a list of all Measure P General Obligation Bond project expenditures for the year ended June 30, 2014 (the "List"). An approximate total of 370 transactions were identified, representing \$5,768,115 in expenditures from July 1, 2013 through June 30, 2014.

## METHODOLOGY

We performed the following procedures to the List of Measure P General Obligation Bond project expenditures for the year ended June 30, 2014:

- Interviewed District management related to controls over planning, bidding, contracting, expenditure of bond funds and financial reporting have been put in place and are working as documented.
- Documented District procedures and controls over planning, bidding, contracting, expenditure of bond funds and financial reporting.
- Performed test to determine that the District controls over planning, bidding, contracting, expenditure of bond funds and financial reporting have been put in place and are working as documented.
- Verified the mathematical accuracy of the List.
- Agreed the List to total bond expenditures as reported by the District in the District's audited financial statements for the year ended June 30, 2014, presented as the Building Fund.
- Selected a sample of 25 expenditures totaling \$4,001,316. The sample was selected to provide a representation across specific construction projects, vendors and expenditure amounts. The sample represented 7% of the number of expenditures and 69% of the total expenditure value. Verified that the expenditures were for the approved projects and were to construct, upgrade, and improve classrooms and school facilities, renovate restrooms and plumbing, upgrade electrical systems, improve student access to computers and technology, replace heating and air conditioning systems or to make health and safety improvements.

## CONCLUSION

The results of our tests indicated that, in all significant respects, Marysville Joint Unified School District expended Measure P General Obligation Bond funds for the year ended June 30, 2014 only for the specific projects developed by the District's Governing Board and approved by the voters, in accordance with the requirements of Proposition 39, as specified by Section 1(b)(3)(C) of Article XIII A of the California Constitution.

**RECORDING REQUESTED BY:**

**AND WHEN RECORDED MAIL TO:**

Marysville Joint Unified School District  
Cynthia Jensen, Director of Facilities & Energy Management  
1919 B Street  
Marysville, CA 95901

**NOTICE OF COMPLETION**

NOTICE is hereby given, that **Ryan DiGiulio**, the undersigned and agent to the **Marysville Joint Unified School District**, situated in the County of Yuba, State of California, described as follows and to wit:

2 Story Classroom Building at Ella Elementary School  
Job: 8083; P13-03292; DSA: File 58-17, Application 01-110751

Ella Elementary School, 4850 Oliverhurst Avenue, Olivehurst, CA 95961

That Marysville Joint Unified School District, owner of said land, did on the **23<sup>rd</sup> day of May 2013**, entered into a contract with **Broward Builders, Inc. for all work related to new 2-story classroom building and the related sitework to the above site** upon the land above described;

That on the **12<sup>th</sup> day of January 2015**, the said contract or work or improvements, as a whole, was actually completed by the said **Broward Builders, Inc., 1200 E. Kentucky Avenue, Woodland, CA 95776**;

That the name and address of all the owner's of said property are as follows:

Marysville Joint Unified School District  
1919 B Street, Marysville, CA 95901  
County of Yuba, State of California

and the nature of owner's title to said property is fee simple.



Ryan DiGiulio  
Assistant Superintendent of Business Services

State of California

County of Yuba

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

Subscribed and sworn to (or affirmed) before me on this 26<sup>th</sup> day of January, 2015,  
by **Ryan DiGiulio** proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

  
Notary Public Signature

30

Tracking Log: Cost Adjustments

PCO	Scope	Background	Justifications	RFP No.	CCD No.	RCR (Y/N)	Proposed Cost	Status	Errors & Omissions	Pending Cost	Owner Directed	Final Cost
	Project Site: Ella Elementary School Project Name: New Two Story Classroom Building and Parking Lot Job Number: 8083 General Contractor: Broward Builders Inc. Contract Amount: \$ 8,168,744.00											Estimated Cost Total Contingency \$489,384.72 Delta \$742,613.00 (\$253,228.28) Estimated (Return) OR Added Cost (\$253,228.28)
1	Provide cost proposal for all labor, materials and equipment, as required to demolish and dispose of portables P201 and P202	While finalizing the GMP the portables were sold at auction and the demolition of the portables was removed from the contract. The District moved the Preschool in to the existing campus allowing for the removal and placement of the existing preschool building at Cedar Lane a year ahead of schedule.	It is necessary to keep portables P201 and P202 in place until completion of the new classroom building for use by the District. After building completion the portables will need to be demolished.	1	1	Y	\$5,350.00	Accepted			\$0.00	\$5,350.00
2	Provide cost proposal for all labor, materials and equipment, as required to demolish and remove the abandoned septic tank and clean up the debris left from the portables sold at auction.	An abandoned septic tank was discovered while digging for underground utilities. Foundations and debris from the portable removal was left onsite.	It is necessary to remove the abandoned septic tank to allow for the proper installation of underground utilities. It is also necessary to clean up the foundation and debris to allow for the installation of the bus loop.	2	2	Y	\$3,834.38	Accepted			\$0.00	\$2,730.14
3	Provide cost proposal for all labor overtime as required to complete increment 1 site electrical to allow for paving to take place prior to the start of school.	The existing parking lot was to be turned over to the contractor after contract signing. Due to parking restraints the existing parking lot was not turned over to the contractor until school lets out for the summer. This is approximately two weeks later than expected.	It is necessary to pay overtime to the electrician to make up for the lost two weeks and allow for the scheduled completion of the parking lot when school resumes.	3	3	Y	\$8,698.43	Accepted			\$0.00	\$8,420.00
4	Install linoleum in lieu of sheet vinyl as designated on contract documents.	Linoleum is a more durable product and will provide a better finish and less long term maintenance.	It is necessary to change the specified flooring to linoleum to provide a better finish.	4	4	Y	\$3,962.31	Accepted			\$0.00	\$3,788.94
5	Furnish and install four foot fence along the entire bus loop and add an ADA man gate.	During the value engineering process there was a proposal given to remove the bus loop in its entirety. This option was purchased but the fencing contractor mistakenly forgot to add the fence to the portion of the fencing at the bus loop. Additionally, the contract documents did not include an ADA gate at the front of the school.	It is necessary to add back in the bus loop fencing to provide the maximum level of safety for the students and staff that will enter the site through the bus loop. It is also necessary to add the man gate to allow safe egress of the site should the need arise.	5	5	Y	\$21,775.57	Accepted			\$0.00	\$6,578.36
6	Furnish and install a campus wide fire alarm upgrade per CCD 03	The existing fire alarm system experiences frequent false alarms and the issue has not been able to be identified. Per the contract documents a new fire alarm panel will be integrated into the existing system.	It is necessary to upgrade the entire fire alarm system to eliminate the existing system that is malfunctioning and provide a fully operational system that operates off of one panel.	6	6	Y	\$71,221.12	Accepted			\$0.00	\$71,221.12
7	Take down existing PG&E and Comcast vaults to the new grades.	There are two PG&E electrical vaults in the road and one Comcast vault in the sidewalk. The vaults need to be lowered to the same grade as the street and the sidewalk.	It is necessary to lower the vaults to provide a level surface to be walked on or driven over.	7	7	Y	\$1,107.45	Accepted			\$0.00	\$1,107.45
8	Enlarge and change the layout of the student restrooms in room 113 per ASI 5.	Per the contract documents room 113 is designated as a preschool room and has toilets sized for the smaller students. The preschool program does not have the attendance to require the use of two preschool rooms, so room 113 will be used as a SOC room. The toilets will need to be up sized to accommodate the older students.	It is necessary to enlarge the bathrooms in classroom 113 to be in compliance with ADA requirements for accessibility. The larger toilets require more space therefore the toilet rooms need to be enlarged.	8	8	Y	\$1,341.35	Accepted			\$0.00	\$1,016.69
9	Provide cost proposal for all labor, materials and equipment, as required to complete the project per CCD 02	During negotiations a third addendum was to be issued clarifying civil changes. There was not enough time to issue the third addendum prior to contract signing so the changes were issued as a CCD during construction.	It is necessary to make changes to the civil plans to provide fully functional paving sections at the street and bus loop and the building pad meets the requirements of the soil engineer.	9	9	Y	\$38,084.55	Accepted			\$0.00	\$38,084.55
10	Modify and install the building footing per the structural engineers recommendations and ASI 03	During a routine site visit from the structural engineer it was noted that the footing between the grade beam and the brace frame footing would require modification.	It is necessary to modify the footings to provide the proper rebar lap and maintain structural integrity.	10	10	Y	\$1,241.20	Accepted			\$0.00	\$1,241.20
11	Provide cost proposal for all labor, material, as required to install owner furnished wireless access points	Per the contract documents wireless internet was not included in the contract.	It is necessary to add the wireless access points to provide Wi-Fi in the new classroom building.	11	=A21	Y	\$1,844.39	Accepted			\$0.00	\$1,844.39
12	Furnish and install doors and removable ADA cabinet bases at all sink cabinets	Contract documents included a panel to cover the exposed plumbing. Past projects typically include doors and removable bases at sink location.	It is necessary to add doors and removable bases at the sink locations to maintain uniformity throughout the District.	12		Y	\$7,185.05	Accepted			\$0.00	\$7,185.05
13	Furnish and install a dishwasher and related utilities to the preschool work room.	Contract documents do not call for the installation of dishwasher in the preschool workroom. It was noted by the Director of Child Development that dishwasher would be beneficial to the program.	It is recommended to add the dishwasher for the benefit of District staff.	13		Y	\$4,275.28	Accepted			\$0.00	\$3,097.00
14	Change door hardware per DSA comments	Addendum 1 was issued during bid time making multiple program changes to the building and required DSA review. DSA approval came after contract signing and required some of the doors to have panic hardware installed.	It is necessary to change the door hardware to be in compliance with DSA requirements and allow easy egress should the building need to be evacuated.	14		Y	\$2,551.95	Accepted			\$0.00	\$2,569.07
15	Furnish and install winged privacy slats at specified locations.	Contract documents include the addition of privacy slats at specified locations to provide 70% coverage. Winged privacy slats were added to provide 80% coverage. It was stipulated with the program that fencing would be provided with the most privacy coverage.	It is necessary to add the winged privacy slats to provide the most coverage and provide the neighbor with the most privacy.	15		Y	\$2,205.27	Accepted			\$0.00	\$2,205.27
16	Anti-Graffiti Coating	Contract documents did not include intercom speaker in the hallways.	It is necessary to install four additional speakers in the hallways so campus wide messages and bells can be heard at all locations.	N/A		Y	\$1,025.85	Accepted			\$0.00	\$0.00
17	Furnish and install four additional intercom speakers in the hallways of the classroom building	Contract documents did not include intercom speaker in the hallways.	It is necessary to install four additional speakers in the hallways so campus wide messages and bells can be heard at all locations.	17		Y	\$4,405.63	Accepted			\$0.00	\$2,835.41

31

PCD	Scope	Background	Justifications	RFP No.	CCD No.	R/R (Y/N)	Proposed Cost	Status*	Errors & Omissions	Unforeseen Conditions	Owner Directed	Final Cost
18	Provide credit proposal for all labor, materials and equipment, as required to furnish and install the insulation on the mansard roof in lieu of the underside of the roof deck.	Contract documents call for the installation of the insulation on the underside of the roof deck at all locations. By placing the insulation in the mansard framing on the roof the District is able to save on labor costs.	It is recommended to accept this change as it has no effect on the insulation performance and the District is able to save funds.	18		Y	(\$1,091.40)	Accepted			\$0.00	(\$1,091.40)
19	Modify the sidewalk and drainage at the bus loop	The District property line is approximately four feet into the neighbor's property. It was negotiated with the home owner to not take the property. By not taking the property the sidewalk and drainages along the bus loop required modifications	It is necessary to modify the sidewalk and drainage to allow for proper drainage in compliance with SWPPP requirements and to modify the sidewalk at the entrance of the bus loop.	19		Y	\$2,953.92	Accepted			\$0.00	\$2,953.92
20	Change the specified flush valves to a product that includes a manual override button.	District Standards call for flush valves with the manual override button. Contract documents did not include this option and needs to be added.	It is necessary to add the manual override option to allow the toilets to be flushed even if there is a power outage and to comply with the District Standards	20			\$1,457.27	Accepted			\$0.00	\$1,457.27
21	Change the specified hose bibs to the products listed in ASI 15	Contract documents include hose bibs on the exterior of the building and in the restrooms. The restroom hose bibs are being changed to a more aesthetically finish. Exterior hose bibs are being changed to a wall hydrant that provide a better finish and is lockable to prevent unauthorized use.	It is necessary to the hose bibs to provide a cleaner look and to prevent unauthorized use of the exterior hose bibs.	21			\$2,547.91	Accepted			\$0.00	\$3,003.45
22	Furnish and install under counter support brackets	Grounds installed Line across field - not needed per plan. Grounds had done this years ago in 2008.	Should have been included - constructability. Ryan sent email to contractor.	22			\$8,166.24	Denied		\$0.00		\$0.00
23	Remove cast stone pieces on the exterior of the classroom building	During the value engineering process the thin brick veneer was removed from the project. It was later discovered that the stone pieces were not removed with the brick.	Removed masonry from contractors portion project to save costs. To negotiate credit. Contractor installed control wiring for the stone pieces.	23	cc23	Y	\$7,357.93	Accepted			\$0.00	(\$356.49)
24	Install fascia metal that matches the roof and gutter color.	Addendum 1 changes all wood products to receive a fire treatment. The fire treatment product does not allow paint to "stick" to it. The wood fascia will need to be protected by the metal fascia piece.	It is necessary to remove the cast stone pieces as they were included as an accent to the brick veneer and to save funds. It is necessary to install the metal fascia to protect the wood fascia from the elements and to provide a clean finish.	24		Y	(\$10,382.30)	Accepted			\$0.00	(\$10,582.30)
25	Remove angle iron in the trash enclosure.	Contract documents include installation of an angle iron to prevent the dumpsters from hitting the back of the wall.	The angle iron is not necessary due to the installation of a concrete curb along the back of the enclosure	25		Y	\$6,861.91	Accepted		\$0.00		\$6,046.57
26	Install concealed flush valves in the preschool restrooms	The specified flush valves conflict with the ADA required grab bars	It is necessary to install concealed flush valves to provide restrooms that are ADA compliant.	26		Y	(\$567.68)	Accepted			\$0.00	(\$567.68)
27	Apply vapor seal on the concrete slab in areas that receive insoleum	Areas that receive insoleum flooring require that the vapor transmission through the slab are below 85% relative humidity (RH). All the areas tested had an RH value of 92% or higher.	It is necessary to install the vapor seal to prevent excess moisture from being transmitted through the slab and degrading the glue and insoleum. Additionally, it is necessary for the product to be warranted.	27			\$1,144.71	Accepted			\$0.00	\$1,525.00
28	Replace specified thermostats with thermostats with an LCD display	VOID	VOID	28		Y	\$42,907.00	Accepted			\$0.00	\$42,907.00
29	Add additional electrical/data drops and fire alarm pull station in the lobby	Furniture was ordered to make the lobby area of the building work stations for the school secretary.	It is necessary to add the power and data connections to allow for the use of phones and computers for the staff that will be stationed at this location.	29			\$2,105.15	Void			\$0.00	\$0.00
30	Add power to the hand dryer locations.	Contract documents do not include power to the electric hand dryers	It is necessary to have power at the hand dryer location for the hand dryers to function	30		Y	\$3,499.37	Accepted			\$0.00	\$3,347.21
31	Add a light in the storage room in the upstairs boys restroom.	Contract documents do not include a light in the storage room	It is necessary to install the light to provide a more usable space	31		Y	\$0.00	denied			\$0.00	\$0.00
32	Install exterior lettering with the name of the building	Prior to the start of construction the building was not named. The Board later determined the building would be called the "Homer A. Cumming Classroom Building"	It is necessary to provide the signage to identify the new classroom building	32		Y	\$516.44	Accepted			\$0.00	\$516.44
33	Upsize the gas manifold from 4" to 6" from the point of connection through the existing "house lines" to the new building connection	Plans indicate that a new seismic valve is to be installed but does not indicate a size. An RFI was issued to clarify that the seismic valve is to be 6", the project was bid with a 4" seismic valve	It is necessary to install the 6" seismic valve to provide adequate gas to supply the entire campus and to provide protection in case of an earthquake	33			\$4,633.11	Accepted			\$0.00	\$3,794.38
34	Delete unnecessary downspouts and change the material used for the downspouts	The contractor proposed to delete downspouts that were determined to not be required. Additionally, the material was changed to a more aesthetically finish and reduced cost.	It is necessary to accept this change to save funds.	34		Y	(\$4,750.80)	Accepted			\$0.00	(\$4,750.80)
35	Under stair wall framing	Contract documents did not include framing	prevent student access under stairwell	35		Y	\$3,188.89	Accepted			\$0.00	\$2,260.29
36	Hand dryer credit	Contract document included non district standard hand dryers	District purchased standard hand dryers and provide to contractor for installation	36		Y	(\$5,350.00)	Accepted			\$0.00	(\$5,350.00)
37	Ceiling in Low Voltage room	Contract documents did not include ceiling in the low voltage room.	To allow the proper cooling in the IDF and to protect technology equipment.	37		Y	\$2,351.31	Accepted			\$0.00	\$2,249.31
38	Heat detectors	Architect draw heat detectors on the exterior which was an error	Needed smoke detectors in skylight wells and move heat detectors inside. Res sent to ARCH. 11/12/2014	38			\$8,883.97	Accepted			\$0.00	\$8,883.97
39	Stairwell light change	Extra low clearance so recessed light replaced with surface mount	Necessity to allow for proper lighting in the stairwell.	39		Y	\$1,830.94	Accepted			\$0.00	\$1,830.94
40	Window Stops	Contract documents did not allow for the installation of window stops.	Per code the first level windows may not protrude into a walkway.	40		Y	\$513.60	Accepted			\$0.00	\$513.60
41	VOID/ DUPL. of 47	see 47	Void.	41			\$0.00	void			\$0.00	\$0.00
42	Intercom System	Clockbell/intercom system - never existed. Master clock system malfunctioned and was obsolete.	Required to have an all call system.	42			\$57,649.46	Accepted			\$0.00	\$57,649.46

32

PCO	Scope	Background	Justifications	RFP No.	CCD No.	RCR (Y/N)	Proposed Cost	Status*	Errors & Omissions	Unforeseen Conditions	Owner Directed	Final Cost
44	Fence Line Drainage	Unknown 4" encroachment onto district required an easement and therefore retooling of drainage.	Drainage critical for project. Created swale for natural filtration per requirements.	44			\$1,491.19	Accepted			\$0.00	\$177.24
45	Highway Intrusion	Moved the control panel to a better location so staff didn't have to go into secretary work area.	For staff convenience.	45			\$1,380.79	Accepted			\$0.00	\$1,380.79
46	Unusable Suits (fire time) CEL Solla Report	During excavation soil was found to be insufficient.	Provide firm subgrade for fire lane.	46			\$7,530.49	Accepted			\$0.00	\$7,530.37
47	Fencing Modifications	The main office location changed midway so existing fence and gate had to be relocated.	To provide access to the main office.	47		Y	\$8,387.71	Accepted			\$0.00	\$7,962.65
48	Domestic Water Modifications	The existing backflow assemblies are not constructed so that the landscape and domestic water can be separated, change to make each dedicated separately.	In accordance with the Olneyhurst Public Utility District. Time and materials to dig and install new 1" water line.	48			\$10,485.50	Accepted			\$0.00	\$8,585.31
49	Water Line to Drinking Fountain	Original line ran through portable and portable was demolished so new line was needed.	Included back fill and compact.	49		Y	\$1,825.42	Accepted			\$0.00	\$1,873.48
50	Field Drainage (Option B) will be 92K with Irrigation changes	In original project field drainage was removed to save costs. Was 82K needed additional 10M for moving and reinstalling valve boxes.	Field drainage was added back to prevent flooding. Irrigation was added back to prevent flooding. Work on BS 173.35 did not exceed 93074.81	50			\$96,728.72	Accepted			\$8,553.37	\$88,173.35
51	VOID N/A	Was not originally intended.	Added for security purposes.	51		Y	\$0.00	Void			\$0.00	\$0.00
52	Window Unit in Lobby	Window Unit documents did not include.	Required to have ventilation to remove excess heat	52			\$3,848.25	Accepted			\$0.00	\$2,643.25
53	Elevator equipment room exhaust fan	Added later as single was too much.	Decided to add later via RFP B.	53			\$3,525.32	Accepted			\$0.00	\$3,525.32
54	Warmcooling and Paint at Corridor	Added later as single was too much.	Part of commissioning and start up of heating/cooling and ventilation units and proper and efficient functioning.	54			\$14,110.09	Accepted			\$0.00	\$15,755.09
55	Sequence of Operations	Needed for correct operations of HVAC units	Part of commissioning and start up of heating/cooling and ventilation units and proper and efficient functioning.	55			\$3,532.28	Accepted			\$0.00	\$3,532.28
56	PG&E scope performed by electrician	PG&E (run conduit for light poles and moving them.	Work performed by subcontractor. PG&E took too long.	56			\$9,078.55	Accepted			\$0.00	\$9,078.55
57	Landscaping	Due to cost constraints then the backlog in grounds department landscaping was added to scope of project.	Added by Ryan	57			\$52,259.87	Accepted			\$0.00	\$52,259.87
58	Credit for paper towel dispensers 6 man hours at \$70.00/hr. plus 20 each at \$34.90 plus cost for 21 units	District staff installed these dispensers so school could open on time since contractor hasn't.	Credit to district	58			(\$1,196.26)	Accepted			\$0.00	(\$1,233.60)
59	PCO 59 for unused amount of allowances	Didn't use the allowance	Credit to district for remained of unused balance	59			(\$2,073.26)	Accepted			\$0.00	(\$2,033.26)
60	Relocate Bike Rack	Contractor did not reinstall these	Credit to district as site installed these racks	60			(\$230.00)	Accepted			\$0.00	(\$230.00)
61	Contractor to bill for constructibility per Prel Services Agreement - see price submittal binder for explanation	See project file for contract - note under Guaranteed Max Price section.	See Exhibit A in lease leaseback Agreement.	61				Accepted			\$0.00	
62	Final Final Payment from Allowance											
<b>EXPOSURE (no PCO yet)</b>												
<b>ALLOWANCES:</b>												
	Portable Repair Allowance	Allowance in GMP \$5,000	allowance plus the 7% GMP profit margin less actual cost				\$0.00					\$0.00
	Allowance in GMP \$0	Allowance in GMP \$0	allowance plus the 7% GMP profit margin less actual cost				\$0.00					\$0.00
<b>Preliminary Services Agreement Cost - need to bill PCO59</b>												
	Per Executed Agreement \$12,000						\$12,000.00					\$12,000.00
							\$540,978.32			\$0.00	\$8,553.37	\$480,831.35

\* Status Column Descriptions: Pending refers to items in negotiation with Lessee - Review refers to items submitted to Construction Manager for review - Processing refers to items submitted to Director of Facilities for Review - Accepted refers to items that have been signed by all parties.

33

Includes Purchase Orders dated 01/01/2015 - 01/31/2015

Board Meeting Date February 10, 2015

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
<b>Location After School Program (107)</b>				
P15-01891	DISCOVERY MUSEUM	STARS FIELD TRIP	01-5890-6010	140.00
P15-02128	S & S WORLDWIDE	S&S STARS Order	01-4300-6010	449.44
P15-02129	SUTTER BUTTES COMMUNICATIONS	Radios for STARS	01-4300-6010	5,444.63
P15-02158	AMAZON.COM	Zumba Kids	01-4300-6010	25.77
P15-02178	S & S WORLDWIDE	CLE STARS	01-4300-6010	88.09
P15-02182	VERIZON WIRELESS	Samsung Convoy Ella Stars	01-4300-6010	31.12
<b>Total Location</b>				<b>6,179.05</b>
<b>Location Arboga Elementary (01)</b>				
P15-02110	MCGRRAW-HILL	Reading Mastery	01-4100-0004	3,618.88
P15-02173	GENERAL BINDING CORP	Laminator Warranty (North American Direct)	01-5621-1100	435.00
P15-02193	AMAZON.COM	Visitor Badge/Office	01-4300-1100	146.16
<b>Total Location</b>				<b>4,200.04</b>
<b>Location Browns Valley Elementary (03)</b>				
P15-02119	AMAZON.COM	Educational Supplies	01-4300-1100	101.03
<b>Location Business Services (106)</b>				
P15-02138	INTERWEST INSURANCE SER., INC.	Builders Risk 8127 Security Systems Various Sites	01-5450-0000	1,225.00
P15-02175	NCSIG	Claim #140137 11/21/13 Bodily Injury	01-5451-0000	3,878.33
<b>Total Location</b>				<b>5,103.33</b>
<b>Location Categorical (203)</b>				
P15-02106	COOKIE TREE	ROP Steering Committee Meeting	01-4300-9013	35.50
P15-02111	SCHOOL INNOVATIONS & ADVOCACY INC.	Materials for Program	01-5801-3010	1,250.00
P15-02189	YUBA SUTTER TRANSIT	Homeless Parent	01-5890-5630	26.00
P15-02192	Studentnest.com	2014-15 SES Students	01-5801-3010	4,404.95
P15-02199	YUBA SUTTER TRANSIT	Homeless Parent	01-5890-9010	80.00
P15-02204	WAL-MART COMMUNITY BRC	HOMELESS Donation	01-4300-9010	100.00
<b>Total Location</b>				<b>5,896.45</b>
<b>Location Cedar Lane Elementary (05)</b>				
P15-01683	SHADY CREEK OUTDOOR SCHOOL SUTTER COUNTY SCHOOLS	CLE Shady Creek	01-5890-9010	3,401.87
P15-02093	HEWLETT-PACKARD COMPANY	CLE Admin Laptops	01-4410-0004	4,085.31
P15-02107	WAL-MART COMMUNITY BRC	Jones	01-4300-6500	500.00

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001 - Marysville Joint Unified School District

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Page 1 of 12

34



Includes Purchase Orders dated 01/01/2015 - 01/31/2015

Board Meeting Date February 10, 2015

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
<b>Location Cedar Lane Elementary (05) (continued)</b>				
P15-02140	PARTNERS IN LEARNING PROGRAM	Signs	01-4300-0004	1,678.08
P15-02150	STARFALL	Starfall	01-5801-3010	270.00
P15-02168	PARENT INSTITUTE FOR QUALITY EDUCATION	Chris	01-5801-3010	2,000.00
<b>Total Location</b>				<b>11,935.26</b>
<b>Location Charter Academy For Fine Arts (42)</b>				
P15-02124	NWN CORPORATION	MCAA Toner	09-4300-0000	83.31
P15-02151	ALLYN SCOTT YOUTH & COMMUNITY CENTER	MYCC Rental	09-5630-0000	200.00
P15-02152	AMAZON.COM	Supplies - Drama	09-4300-0000	60.21
P15-02153	Valeri Mathews	Valeri Mathews	09-5801-0000	1,500.00
P15-02154	ASCAP	Supplies - Dance/Drama	09-5801-0000	403.71
P15-02155	North State Screenprinting	Supplies - Music	09-4300-0000	361.20
P15-02156	CITY OF MARYSVILLE RECREATION DEPT	Production Adverstiment	09-5890-0000	440.00
<b>Total Location</b>				<b>3,048.43</b>
<b>Location Child Development (51)</b>				
P15-02043	UNION LUMBER COMPANY	Linda Pre Grant	01-4300-9010	62.81
P15-02058	LOWE'S HOME IMPROVEMENT COMMERCIAL CHARGE ACCOUNT	Linda Preschool Playground Grant	01-4300-9010	71.08
P15-02061	HASTIE'S CAPITOL SAND & GRAVEL	Linda Pre Grant	01-4300-9010	177.21
P15-02062	LOWE'S HOME IMPROVEMENT COMMERCIAL CHARGE ACCOUNT	Linda Preschool Playground Grant	01-4300-9010	362.86
P15-02063	TRACTOR SUPPLY COMPANY	Linda Preschool Playground Grant	01-4300-9010	68.67
P15-02098	PAGES, INC.	Parent Pages Newsletter	12-4300-6105	517.00
P15-02100	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Linda Preschool Rm 302 Linda Duenas	12-4300-6105	508.92
P15-02127	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Olivehurst Preschool RM A	12-4300-6105	53.73
P15-02174	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Yuba Feather Preschool Lisa Cunningham	12-4300-6105	790.57
P15-02230	GRAYBAR	Child Dev Buzz in Unit	12-4300-6105	913.19
P15-02231	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Cedar Lane Preschool	12-4300-6105	451.26
<b>Total Location</b>				<b>3,977.30</b>
<b>Location Covillaud Elementary (09)</b>				
P15-02099	CURRICULUM ASSOCIATES	COV TECH	01-5801-0003	5,452.00
			01-5801-0004	9,448.00
P15-02120	ART DOCENT PROGRAM ATTN: BARBARA HERBERHOLZ	COV Art Docent Program	01-4300-9010	1,250.00

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001 - Marysville Joint Unified School District

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ONLINE

Page 2 of 12

35

## Location

Includes Purchase Orders dated 01/01/2015 - 01/31/2015

Board Meeting Date February 10, 2015

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Covillaud Elementary (09) (continued)				
P15-02147	OFFICE DEPOT B S D	COV Classroom supplies	01-4300-1100	90.27
Total Location				16,240.27

Location Dobbins Elementary (11)				
P15-02091	GOVCONNECTION, INC.	DOB Bulb	01-4300-1100	125.23

Location Edgewater Elementary (12)				
P15-02045	APPLE COMPUTER INC	EDG iPads & Covers	01-4300-3010	22,007.00
P15-02046	TROXELL COMMUNICATIONS INC	EDG iPad Cart	01-4410-3010	3,183.43
P15-02060	Enchanted Learning	EDG	01-5801-0003	125.00
P15-02116	THE TREE HOUSE	HP Toner	01-4300-0003	1,333.00
P15-02117	Today's Classroom	Edgewater Headphones	01-4300-0003	1,523.59
P15-02126	IXL SUBSCRIPTIONS DEPARTMENT	Edgewater School	01-5801-0003	1,750.00
P15-02163	BRAIN POP	Edgewater School	01-5801-0003	2,640.00
P15-02235	REALLY GOOD STUFF	EDG Nakamura	01-4300-0004	107.70
Total Location				32,669.72

Location Facilities (66)				
P15-02073	DIVISION OF STATE ARCHITECT	8144 LHS Shade Canopy PLAN REVIEW FEE	01-6223-0004	750.00
P15-02136	APPEAL DEMOCRAT	8127 Legal Advertizing Notice to Contractors	01-5890-0000	1,700.10
P15-02234	WARREN CONSULTING ENGINEERS, INC.	8148 Foothill Prelim Engineering Services	23-6172-9010	2,100.00
Total Location				4,550.10

Location Foothill Intermediate (35)				
P15-02042	GOVCONNECTION, INC.	FHS Bulbs	01-4300-0003	626.13
P15-02102	WILLIAM H. SADLIER, INC.	FHS	01-4300-0003	90.64
P15-02121	School Administrators Publishing Company	FHS Administrator Handbook	01-4300-1100	48.95
P15-02194	AMAZON.COM	FHS Cots	01-4300-1100	125.65
P15-02195	AMAZON.COM	FHS Art	01-4300-0004	23.67
P15-02196	Plastic Scribbler, Inc.	FHS	01-4300-0004	95.99
Total Location				1,011.03

Location Indian Education (108)				
P15-02090	MEADOWLARK MEDIA	cultural materials	01-4300-4510	384.22
P15-02112	AMAZON.COM	cultural materials	01-4300-4510	1,466.52

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36



Includes Purchase Orders dated 01/01/2015 - 01/31/2015

Board Meeting Date February 10, 2015

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
<b>Location Indian Education (108) (continued)</b>				
P15-02118	Indian Trader	INDIAN TRADER Newspaper	01-4300-4510	26.88
P15-02213	VAL SHADOWHAWK	WINTER POW WOW MC	01-5801-4511	400.00
P15-02214	EUGENE NEWMAN	WINTER POW WOW ARENA DIRECTOR	01-5801-4511	355.00
P15-02215	Rea Diane Cichocki-Fowler	WINTER POW WOW FLAGS/COLOR GUARD	01-5801-4511	150.00
P15-02226	MONICA SARAY	MARYSVILLE WINTER POW WOW HOST DRUM	01-5801-4511	300.00
P15-02227	VERONICA SARAY	MARYSVILLE WINTER POW WOW HOST DRUM	01-5801-4511	300.00
<b>Total Location</b>				<b>3,382.62</b>
<b>Location Instruction (IMC) (110)</b>				
P15-02047	OFFICE DEPOT B S D	Office Supplies	01-4300-4203	43.00
P15-02075	WriteSteps	WriteSteps for Cordua Elementary	01-4300-4203	4,859.00
P15-02076	WriteSteps	WriteSteps for Browns Valley Elementary	01-4300-4203	4,799.38
P15-02077	WriteSteps	WriteSteps for Edgewater Elementary	01-4300-4203	14,523.25
P15-02078	WriteSteps	WriteSteps for Dobbins Elementary	01-4300-4203	2,456.38
P15-02079	WriteSteps	WriteSteps for Yuba Feather Elementary	01-4300-4203	4,859.00
P15-02080	WriteSteps	WriteSteps for Linda Elementary	01-4300-4203	20,183.13
P15-02081	WriteSteps	WriteSteps for Olivehurst Elementary	01-4300-4203	20,183.13
P15-02082	WriteSteps	WriteSteps for Kynoch Elementary	01-4300-4203	21,784.88
P15-02083	WriteSteps	WriteSteps for Johnson Park Elementary	01-4300-4203	11,897.13
P15-02084	WriteSteps	WriteSteps for Ella Elementary	01-4300-4203	15,377.88
P15-02085	WriteSteps	WriteSteps for Arboga Elementary	01-4300-4203	15,377.88
P15-02086	WriteSteps	WriteSteps for Covillaud Elementary	01-4300-4203	16,125.00
P15-02087	WriteSteps	WriteSteps for Loma Rica Elementary	01-4300-4203	4,058.13
P15-02088	WriteSteps	WriteSteps for Cedar Lane Elementary	01-4300-4203	15,366.63
P15-02092	LOS ANGELES CO OFFICE OF ED ATTN: SCHOOL EMPLOYERS A&B	Bejoy Gantayat VPSS English Tier 1	01-5801-4035	400.00
P15-02139	Write Steps	WriteSteps for Educational Services	01-5801-4203	20,000.00
P15-02191	OFFICE DEPOT B S D	Office Depot	01-4300-4203	25.71
P15-02233	Pearson	Admin SIOP	01-5801-4203	10,000.00
<b>Total Location</b>				<b>202,319.51</b>
<b>Location Johnson Park Elementary (15)</b>				

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001 - Marysville Joint Unified School District

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ONLINE

Page 4 of 12

37

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
<b>Location Johnson Park Elementary (15)</b>				
P15-02144	TROXELL COMMUNICATIONS INC	JPE Chromebooks & Cart	01-4300-0003	13,227.30
			01-4410-0003	1,424.38
P15-02187	HEWLETT-PACKARD COMPANY	JPE Student Desktop Computers	01-4410-3010	5,326.74
P15-02188	HEWLETT-PACKARD COMPANY	JPE Laptops	01-4410-0003	6,127.96
			01-4410-3010	9,191.93
P15-02200	NWN CORPORATION	JPE Laptop Battery	01-4300-0003	82.78
P15-02201	NWN CORPORATION	JPE Laptop Battery	01-4300-1100	182.75
<b>Total Location</b>				<b>35,563.84</b>

<b>Location Kynoch Elementary (17)</b>				
P15-02089	GOVCONNECTION, INC.	KYN Color Printer	01-4300-1100	450.43
P15-02130	SAC VAL JANITORIAL SALES & SERVICES, INC.	Kynoch Doormats	01-4300-1100	2,313.78
P15-02132	GOPHER SPORT	Supplies	01-4300-0003	48.96
P15-02133	REALLY GOOD STUFF	Supplies	01-4300-0003	233.96
P15-02134	NATIONAL SCHOOL PRODUCTS	Supplies	01-4300-0003	46.76
P15-02135	MYERS-STEVENSON & CO INC	Insurance	01-5890-9010	117.25
P15-02165	CURRICULUM ASSOCIATES	supplemental materials	01-4300-3010	79.36
P15-02167	CLASSROOM DIRECT COM ORDER ENTRY	supplies	01-4300-0003	302.51
P15-02216	MYERS-STEVENSON & CO INC	Insurance	01-5890-9010	117.25
P15-02219	MYERS-STEVENSON & CO INC	WALKING FIELDTRIP INSURANCE	01-5890-9010	42.00
<b>Total Location</b>				<b>3,752.26</b>

<b>Location Linda Elementary (19)</b>				
P15-01402	KING CLOTHING	Yard Duty Supervisor Shirts (PBIS Safety)	01-4300-1100	312.56
P15-02170	ACP DIRECT	headphones for iPads	01-4300-0003	403.40
P15-02172	AMAZON.COM	HDE 360 rotating leather folio Case ipad air	01-4300-0003	563.18
P15-02179	TROXELL COMMUNICATIONS INC	LIN iPad Carts	01-4410-3010	5,998.85
P15-02180	HEWLETT-PACKARD COMPANY	LIN Laptops	01-4410-3010	5,106.63
P15-02181	APPLE COMPUTER INC	LIN iPads	01-4300-3010	24,625.50
P15-02197	Jones School Supply Co., Inc.	reading olympics awards	01-4300-0004	515.25
P15-02229	GRAYBAR	Linda Buzz in Unit	01-4300-1100	304.40
<b>Total Location</b>				<b>37,829.77</b>

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001 - Marysville Joint Unified School District

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Page 5 of 12

38

## Location

Includes Purchase Orders dated 01/01/2015 - 01/31/2015

Board Meeting Date February 10, 2015

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Lindhurst High (43)				
P15-02040	Tim's Music	Music Instrument Cleaning	01-5801-0003	138.23
P15-02115	Survey Monkey, Inc.	Survey Monkey Annual Subsc - LHS Bob Eckardt	01-4300-3010	300.00
P15-02217	PIAZZ PARTY RENTAL	CAHSEE Tables/Chairs	01-5630-1100	760.00
P15-02220	WOODWORKER'S SUPPLY	Classroom Supplies/McCullough	01-4300-0003	87.47
P15-02222	HEWLETT-PACKARD COMPANY	LHS Classroom CPU	01-4410-0003	733.29
P15-02223	TROXELL COMMUNICATIONS INC	LHS Elmo	01-4410-0003	598.78
P15-02224	NWN CORPORATION	LHS Projector	01-4300-0003	499.88
Total Location				3,117.65

Location Loma Rica Elementary (21)

P15-02157	KING CLOTHING	AR Shirts	01-4300-9010	352.60
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Location Maintenance (63)

P15-02064	FLETCHERS PLUMBING & CONTRACTING INC.	MAINTENANCE/FOOTHILL INTERMEDIATE SCHOOL	01-5801-8150	600.00
P15-02065	W.V. ALTON	MAINTENANCE/YUBA FEATHER SCHOOL	01-4300-8150	270.43
P15-02066	ALL RITE ROOFING	MAINTENANCE/DISTRICT OFFICE/MHS	01-5642-8150	880.00
P15-02067	PLACER WATERWORKS, INC.	MAINTENANCE/CEDAR LANE KITCHEN	01-4410-8150	1,343.75
P15-02068	BROWNSVILLE SAND & GRAVEL INC	MAINTENANCE/FOOTHILL SCHOOL	01-5801-8150	475.00
P15-02069	DELTA BLUEGRASS COMPANY	MAINTENANCE/DISTRICT OFFICE	01-4300-8150	600.00
P15-02105	GEARY PACIFIC SUPPLY	MAINTENANCE/DISTRICT OFFICE PERSONNEL	14-4410-0000	3,620.45
P15-02176	BUILTWARE FABRICATION & CONSTR	MAINTENANCE/CEDAR LANE	01-5642-8150	447.93
P15-02206	RUSSELL SIGLER, INC.	MAINTENANCE/ELLA ROOM F102	14-4410-0000	3,216.40
P15-02207	LENNOX INDUSTRIES, INC.	MAINTENANCE/YUBA GARDENS ROOM 8/9	01-4300-8150	556.85
P15-02208	MITCHELL'S TOWING SERVICE	MAINTENANCE	01-5801-8150	427.50
P15-02209	DICKINSON ENERGY SOLUTIONS	MAINTENANCE/CEDAR LANE LIBRARY	14-5801-0000	750.00
P15-02210	FLETCHERS PLUMBING & CONTRACTING INC.	MAINTENANCE/MHS	01-5801-8150	440.00
P15-02211	FLETCHERS PLUMBING & CONTRACTING INC.	MAINTENANCE/YUBA FEATHER SEPTIC	01-5801-8150	14,400.00
P15-02240	SUN GRO HORTICULTURE	MAINTENANCE/CEDAR LANE	01-4300-8150	2,302.50
P15-02241	B + A At Your Service	MAINTENANCE/LINDA SCHOOL	01-5801-8150	775.00
P15-02242	B + A At Your Service	MAINTENANCE/PERSONNEL DISTRICT OFFICE	01-5801-8150	695.00
Total Location				31,800.81

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001 - Marysville Joint Unified School District

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ONLINE

Page 6 of 12

## Location

Includes Purchase Orders dated 01/01/2015 - 01/31/2015

Board Meeting Date February 10, 2015

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
<b>Location Marysville High (45)</b>				
P15-02141	B & H PHOTO	MHS GoPro Camera	01-4410-3550	526.74
P15-02142	Survey Monkey, Inc.	Survey Monkey Annual Subsc - MHS Amy Eggleston	01-4300-0003	300.00
P15-02148	RISO PRODUCTS OF SACRAMENTO	MARYSVILLE HIGH SCHOOL	01-4300-0003	1,009.44
P15-02149	OFFICE DEPOT B S D	Open PO/Education classroom supplies	01-4300-9013	600.00
P15-02202	NEWSBANK, INC. 397 MAIN STREET	Newsbank annual subscription 2014/2015	01-5801-3010	3,560.00
<b>Total Location</b>				<b>5,996.18</b>
<b>Location McKenney Intermediate (37)</b>				
P15-02131	NWN CORPORATION	MCK Samsung Toner	01-4300-1100	181.68
P15-02190	DEMCO	LIBRARY	01-4300-1100	143.81
P15-02203	Jones School Supply Co., Inc.	AWARDS	01-4300-1100	582.75
<b>Total Location</b>				<b>908.24</b>
<b>Location North Marysville (46)</b>				
P15-02094	Jones School Supply Co., Inc.	student of the month medals.	01-4300-9010	16.55
P15-02186	FISHER SCIENTIFIC	science supplies/invoices not yet paid but PO closed	01-4300-1100	66.24
P15-02212	WAL-MART COMMUNITY BRC	NMHS Misc Supplies	01-4300-1100	1,000.00
<b>Total Location</b>				<b>1,082.79</b>
<b>Location Nutrition Services (73)</b>				
P15-02044	ADVANCE PIERRE FOODS	FOOD ORDER	13-9325-5310	8,212.40
P15-02048	SCHWAN'S FOOD SERVICE	FOOD ORDER	13-9325-5310	12,110.55
P15-02049	Shirts Unlimited	APRON ORDER	13-4300-5310	69.59
P15-02050	SYSCO FS OF SACRAMENTO INC.	DELIVER TO WAREHOUSE	13-4717-5310	637.48
			13-9325-5310	427.75
P15-02053	S.A. PRODUCTS COMPANY	RACK ORDER	13-9326-5310	1,486.52
P15-02056	INTEGRATED FOOD SERVICES	FOOD ORDER	13-4300-5310	1,662.02
P15-02072	EAST BAY RESTAURANT SUPPLY, INC.	NEW WALK IN AND DISHWASHER	13-9325-5310	16,677.92
			13-6492-5310	6,044.72
P15-02108	PILGRIM'S PRIDE CORPORATION	FOOD ORDER	13-6492-5314	13,825.00
P15-02109	Highland Beef Farms	DELIVER TO WAREHOUSE	13-9325-5310	12,483.10
			13-4717-5310	691.20

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001 - Marysville Joint Unified School District

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ONLINE

Page 7 of 12

## Location

Includes Purchase Orders dated 01/01/2015 - 01/31/2015

Board Meeting Date February 10, 2015

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
<b>Location Nutrition Services (73) (continued)</b>				
P15-02159	SYSCO FS OF SACRAMENTO INC.	FOOD ORDER	13-9325-5310	1,653.20
			13-9326-5310	225.20
P15-02160	GOLD STAR FOODS	DELIVER TO WAREHOUSE	13-9325-5310	7,943.20
P15-02162	BUENA VISTA FOOD PRODUCTS	FOOD ORDER	13-9325-5310	10,476.00
P15-02183	CAMELIA SAUCEDO, PETTY CASH NUTRITION SERVICES	NS PETTY CASH	13-4300-5310	7.96
			13-4313-5310	162.99
			13-4712-5310	29.90
			13-4717-5310	43.05
			13-5892-5310	157.85
P15-02205	STATE OF CALIFORNIA FOOD DISTRIBUTION SECTION	FOOD ORDER	13-4717-5310	478.40
			13-9325-5310	998.40
P15-02236	OFFICE DEPOT B S D	Kit's desk organizer	13-4300-5310	277.44
P15-02237	MICHAEL FOODS, INC	FOOD ORDER	13-9325-5310	7,969.84
P15-02238	SYSCO FS OF SACRAMENTO INC.	SUPPLIES ORDER	13-4313-5310	918.81
P15-02243	S.A. PIAZZA & ASSOCIATES, LLC	FOOD ORDER	13-9325-5310	11,869.20
P15-02244	EAST BAY RESTAURANT SUPPLY, INC.	EQUIPMENT ORDER	13-4313-5310	1,941.82
			13-4410-5310	714.66
<b>Total Location</b>				<b>120,196.17</b>
<b>Location Olivehurst Elementary (25)</b>				
P15-02095	LEARNING A-Z	CLASSROOM MATERIALS	01-5801-1100	569.70
P15-02164	LAKE SHORE LEARNING MATERIALS ATTN: JON BELL	CLASSROOM MATERIALS	01-4300-1100	321.94
P15-02166	TODAY'S CLASSROOM	CLASSROOM MATERIALS	01-4300-1100	1,320.20
P15-02177	GOPHER SPORT	PE SUPPLIES	01-4300-1100	1,321.88
<b>Total Location</b>				<b>3,533.72</b>
<b>Location Print Shop (67)</b>				
P15-02054	Tahoe Pure	Print Shop 2014-15	01-4300-0000	100.00
P15-02055	SAMS CLUB DIRECT	Print Shop	01-4300-0000	204.12
P15-02071	AMAZON.COM	Print Shop	01-4300-0000	930.33
<b>Total Location</b>				<b>1,234.45</b>
<b>Location Pupil Services (202)</b>				

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.

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Page 8 of 12

41

## Location

Includes Purchase Orders dated 01/01/2015 - 01/31/2015

Board Meeting Date February 10, 2015

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
<b>Location Pupil Services (202)</b>				
P15-02125	SUPER DUPER PUBLICATIONS DEPT SD 2004	speech at kynoch	01-4300-6500	36.55
P15-02137	Document Tracking Services	Translate Report for Parent	01-5801-0000	1,785.00
P15-02145	SCHOOL HEALTH CORP. SPORTS HEALTH	health services	01-4300-0000	84.71
P15-02221	HEWLETT-PACKARD COMPANY	Student Svcs Laptops	01-4410-0000	2,042.65
<b>Total Location</b>				<b>3,948.91</b>
<b>Location Purchasing (104)</b>				
P15-02051	USDA FOREST SERVICE C/O CITIBANK	Rental/YFS 14-15 SY	01-5630-0000	518.77
P15-02161	PITNEY BOWES SUPPLIES OPERATIONS	D.O./MAILROOM	01-4300-0000	173.59
<b>Total Location</b>				<b>692.36</b>
<b>Location South Lindhurst (47)</b>				
P15-02146	Brinkers Welding and Metal Fab	SLHS	01-4300-0000	92.65
<b>Location Superintendent (101)</b>				
P15-02122	SMS TECH SOLUTIONS	Acrobat Pro Lisa Mejia	01-4300-0000	92.45
<b>Location Technology (102)</b>				
P15-02123	SOLARWINDS	Tech/SolarWinds	01-5621-0000	2,100.55
<b>Location Transportation (69)</b>				
P15-02038	LAKEVIEW PETROLEUM	TRANSPORTATION	01-4361-0230	75,000.00
P15-02039	MISSION LINEN & UNIFORM	GLOVES	01-4300-0230	500.00
P15-02041	JACOBSEN WEST	TRANSPORTATION	01-4364-0230	100.00
P15-02057	TWIN CITY TROPHIES	TRANSPORTATION	01-4300-0230	100.00
P15-02059	AMERICAN RED CROSS C/O TELETECH	CPR TRAINING	01-5801-0240	1,000.00
P15-02104	Nick's Custom Golf Cars	TRANSPORTATION	01-4364-0230	200.00
P15-02169	FASTRACK VIOLATION PROCESSING DEPARTMENT	TRANSPORTATION	01-5890-0230	20.00
P15-02171	TRANSPORTATION CHARTER SRV INC	TRANSPORTATION/CHARTER	01-5880-0230	2,240.25
P15-02184	MAR-KEY LOCK & SECURITY	TRANSPORTATION	01-4300-0230	500.00
P15-02185	H & S AUTOMOTIVE	TRANSPORTATION/REPAIRS	01-5641-0230	45.00
<b>Total Location</b>				<b>79,705.25</b>
<b>Location Warehouse (71)</b>				

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## Location

Includes Purchase Orders dated 01/01/2015 - 01/31/2015

Board Meeting Date February 10, 2015

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
<b>Location Warehouse (71)</b>				
P15-02052	SAC VAL JANITORIAL SALES & SERVICES, INC.	Warehouse Stock 14-15 S.Y.	01-9320-0000	155.88
P15-02103	Everything Medical	Warehouse Stock 14-15 S.Y.	01-9320-0000	540.90
<b>Total Location</b>				<b>696.78</b>
<b>Location Yuba Feather K-6 (29)</b>				
P15-02070	FastSpring	Yuba Feather School	01-4300-0003	119.80
P15-02113	HAWTHORNE EDUCATIONAL SERV INC	Yuba Feather School	01-4300-6500	67.38
P15-02114	TROXELL COMMUNICATIONS INC	YFS Chromebooks	01-4300-3010	6,981.08
P15-02198	FLOCABULARY	Yuba Feather School	01-5801-0003	288.00
P15-02218	ULINE.COM	Yuba Feather School	01-4300-9010	53.00
<b>Total Location</b>				<b>1,676.75</b>
P15-02225	COMMUNITY PLAYTHINGS	Yuba Feather School	01-4410-9010	720.25
<b>Total Location</b>				<b>9,906.26</b>
<b>Location Yuba Gardens Intermediate (39)</b>				
P15-02074	HEWLETT-PACKARD COMPANY	YGS Laptops	01-4410-0003	5,106.63
P15-02096	Supreme School Supply	KAYLOR/GATES	01-4300-1100	244.20
P15-02097	Valley Rose Printing	KAYLOR/GATES	01-4300-1100	86.65
P15-02101	AMAZON.COM	YGS Otterbox	01-4300-0003	193.47
P15-02143	WAL-MART COMMUNITY BRC	YGS WalMart	01-4300-1100	1,000.00
P15-02232	AMAZON.COM	OLIVER	01-4300-0003	238.68
P15-02239	SCHOLASTIC	YLST	01-4300-0003	4,243.99
<b>Total Location</b>				<b>11,113.62</b>
<b>Total</b>				<b>654,456.68</b>

Total Number of POs

209

## Fund Recap

Fund	Description	PO Count	Amount
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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.

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Page 10 of 12

43

## Fund Recap

Fund	Description	PO Count	Amount
01	Gen Fund	173	518,290.56
09	Chrtr Schs	7	3,048.43
12	Child Dev	6	3,234.67
13	Cafeteria	19	120,196.17
14	Def Maint	3	7,586.85
23	MJ G BND9P	1	2,100.00
Total			654,456.68

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Page 11 of 12



## PO Changes

	New PO Amount	Fund/ Object	Description	Change Amount
P13-02732	121,000.00	01-6220	Gen Fund/Architect	33,135.24
P15-00028	1,420.63	13-5621	Cafeteria/Maint Cont	50.00
P15-00085	150.00	01-4300	Gen Fund/Mat&Suppli	50.00
P15-00088	4,600.00	01-4300	Gen Fund/Mat&Suppli	1,000.00
P15-00102	3,000.00	01-4300	Gen Fund/Mat&Suppli	995.20
P15-00109	25,000.00	01-4300	Gen Fund/Mat&Suppli	15,812.79
P15-00200	15,300.00	01-5880	Gen Fund/Cont Buses	1,000.00
P15-00202	4,500.00	01-5641	Gen Fund/Equip Repa	673.53
P15-00204	14,800.00	01-4364	Gen Fund/Tools/Part	1,000.00
P15-00248	2,000.00	01-4364	Gen Fund/Tools/Part	1,000.00
P15-00428	8,000.00	01-4300	Gen Fund/Mat&Suppli	3,200.00
P15-00561	3,000.00	01-4300	Gen Fund/Mat&Suppli	500.00
P15-00610	5,500.00	01-4300	Gen Fund/Mat&Suppli	500.00
P15-00632	900.00	01-4300	Gen Fund/Mat&Suppli	500.00
P15-00687	1,000.00	12-4300	Child Dev/Mat&Suppli	500.00
P15-01094	1,000.00	01-4300	Gen Fund/Mat&Suppli	500.00
P15-01104	120,382.35	01-5100	Gen Fund/SERVICES	40,191.17
P15-01426	245.00	01-5890	Gen Fund/Other Serv	196.00
P15-01833	990.00	01-5642	Gen Fund/Oth Maint&	380.00
		01-5801	Gen Fund/Contracts	380.00-
			Total for P15-01833	.00
P15-01834	945.00	01-5642	Gen Fund/Oth Maint&	200.00
		01-5801	Gen Fund/Contracts	200.00-
			Total for P15-01834	.00
P15-02027	106,599.79	01-5801	Gen Fund/Contracts	1,761.98
			Total PO Changes	102,565.91

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Page 12 of 12

45



**Amendment #4 to Financial Advisory Services Contract Dated July 2, 2014**

**February 10, 2015**

**Scope of Work for Continuing Disclosure**

**Background**

At the time a school district issues municipal securities such as bonds, certificates of participation, notes or other debt in the public markets, the school district enters into an agreement with the underwriter to continue to provide certain information to the public as long as such debt is outstanding. Federal law prohibits an underwriter from purchasing or selling municipal securities unless the underwriter has reasonably determined that the issuer of municipal securities has undertaken, in a written agreement, to provide certain information to the public. This agreement is typically referred to either as a continuing disclosure agreement or continuing disclosure certificate. In this agreement, the issuer agrees to provide 1) an annual report containing financial reports and other operating information, and 2) notices of significant events (as identified by the Securities and Exchange Commission or SEC) as they occur. The required contents and due date of the annual report as well as the events requiring notice to the public as they occur are specified in the agreement.

Below is a scope of work to assist the District with meeting its continuing disclosure obligations with respect to its outstanding publically issued debt. Note that the District currently has the following debt with continuing disclosure obligations:

1. General Obligation Bonds, Election of 2006, Series 2008
2. General Obligation Bonds, Election of 2008, Series 2009
3. 2006 Certificates of Participation
4. 2012 Certificates of Participation (Refunding and Capital Projects)
5. 2014 General Obligation Refunding Bonds

**Preparation and Filing of Annual Report.** We will perform the following services each year to assist the District in satisfying its annual continuing disclosure filing requirements:

- Review the continuing disclosure agreements for the District's outstanding debt.
- Determine the information required to be included in the annual disclosure filing along with the filing due date(s).
- Collect information from the District, the County, and other information sources to meet the annual disclosure requirements.
- Prepare the annual report, as required.
- File the annual report on the EMMA system<sup>1</sup>
- Prepare a memo for your records confirming the filing of the annual report, identifying the contents of the report, and including the receipt(s) proving submission of the report.

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<sup>1</sup> As of July 1, 2009, all continuing disclosure filings are required by law to be provided to the public in an electronic format through the Electronic Municipal Market Access system, or "EMMA." EMMA was established to provide free public access to disclosure and increase transparency of information in the market, replacing for-profit vendors that used to resell such information. EMMA is operated by the Municipal Securities Rulemaking Board, or "MSRB". The MSRB regulates municipal securities underwriters and municipal advisors and is subject to oversight by the SEC.



**Preparation and Filing of Significant Event Notices.** As necessary, we will perform the following services to assist the District in satisfying its significant event filing requirements, including but not limited to filings due to credit rating changes:

- Monitor ratings of bond insurers insuring the District's debt.
- Prepare significant event notices (whether through your communication with our office or from other sources), with the goal to complete each filing within 10 business days of the occurrence of such event as required under continuing disclosure certificates signed after December 1, 2010.
- File significant event notices on EMMA.
- Prepare a memo for your records confirming the filing of each significant event notice and including the receipt(s) proving submission of the notice.

**Annual Review.** We will conduct due diligence annually to confirm compliance with disclosure requirements during the past year, and to ensure complete and accurate disclosure of material information.

**District Responsibilities.** Even though we will actively monitor for rating changes, in order to provide for timely disclosure to the market, we ask that you please notify us as soon as possible (ideally within five business days) of any of the events listed on the attached Exhibit A.

As always, we will provide District staff with education and support to enable the District to achieve maximum value from this scope of work.

Our fees to provide continuing disclosure services are based on the number of outstanding issues at the beginning of the calendar year. Our current fees are \$2,500 per year for up to four debt issuances, with each additional debt issuance \$500, payable at the beginning of the calendar year. The District currently has five debt issuances outstanding; consequently, the fee for continuing disclosure services for calendar year 2015 is \$3,000 plus any out-of-pocket expenses for data provided by third parties (billed at cost as incurred). An invoice for continuing disclosure services for 2015 will be provided to the District upon acceptance of this scope of work; thereafter, invoices will be provided annually in December for services for the following calendar year. This scope of work automatically renews at our then current rates each year unless terminated by either party upon 30 days written notice.

As always, our commitment to our clients is "100 percent satisfaction guaranteed, 100 percent of the time." It is our goal to provide the best services in the most economical fashion. We look forward to continuing to provide the District with this same high level of service. Please let us know if you have any questions or comments.

Agreed to by:

Government Financial Strategies inc.

Marysville Joint Unified School District

By: 

By: \_\_\_\_\_

Lori Raineri  
President

Dr. Gay Todd  
Superintendent

## Exhibit A – Events Requiring Notification

We ask that you please notify us as soon as possible (ideally within five business days) of the occurrence of any of the events listed on the following table. Note that many of the events listed below are as specified by the Securities and Exchange Commission. While we have provided examples of these events in order to aid in your understanding, the examples are not meant to be comprehensive, and some of the items may not be relevant for the District. If you have any question as to whether an event occurs that may require notification to the public market, we ask that you err on the side of caution and contact us.

Event	Description / Example
A rating agency contacts the District for a rating review.	One of the three major rating agencies (Standard & Poor's, Moody's and Fitch) contacts the District for the purpose of updating its rating(s) on the District's debt.
The credit rating on any of the District's outstanding debt changes.	One of the three major rating agencies notifies the District of a change in the rating of the District's debt.
There is a debt service payment delinquency.	The District does not make a debt service payment on any of the District's outstanding debt when due.
There is an unscheduled draw on a debt service reserve or credit enhancement (such as bond insurance).	The District does not make payment a debt service payment when due on any of the District's debt, and the paying agent or trustee bank notifies the District that a draw is made from the bond insurer or the debt service reserve fund in order for the investors to receive funds in a timely manner.
There is a substitution of a credit or liquidity provider, or their failure to perform.	The District replaces the provider of the surety bond used to fund a reserve fund, or the provider of a letter of credit associated with variable rate debt.
The District defeases, refinances or completes a tender offer of any of the District's debt.	The District issues bonds to refinance any of its outstanding debt or pays debt prior to its due date with cash on hand.
The District considers a State loan due to insolvency or has a fiscal advisor appointed.	The District is in fiscal distress. The District may be evaluating a need for a State loan or has a fiscal advisor appointed by the county office of education.
There is an adverse tax opinion, the issuance by the Internal Revenue Service of Notices of Proposed Issue (IRS Form 5701-TEB) or other notices regarding the tax status of the District's debt.	The District is contacted by the Internal Revenue Service regarding any of the District's debt.
The rights of the District's debt holders are modified (usually through an amendment of the financing documents).	The Board is asked to consider a resolution modifying the trust agreement or lease agreement(s) related to its certificates of participation.
The property securing repayment of any of the District's debt is released, substituted, or sold.	The District changes the property used as the basis for lease agreements related to its certificates of participation.
The District's boundaries are changed, or the District sells all or substantially all of its assets.	The boundaries of the entire District are changed (not a change in the determination of which areas attend which schools).
The District appoints a successor or additional trustee, or the name of a trustee changes.	The District changes trustee bank on its outstanding certificates of participation.
The District issues private placement debt such as lease-purchase financing.	The District issues a lease-purchase financing or other debt not using an underwriter.
There is any other event that may be material to investors.	

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

Resolution 2014-15/17

**READ ACROSS AMERICA**

**WHEREAS**, the citizens of the Marysville Joint Unified School District (MJUSD) communities stand firmly committed to promoting reading as the catalyst for our students' future academic success, their preparation for America's jobs of the future, and their ability to compete in a global economy;

**WHEREAS**, the MJUSD has provided significant leadership in the area of community involvement in the education of our youth, grounded in the principle that educational investment is key to the community's well being, and long-term quality of life;

**WHEREAS**, "Read Across America," a national celebration of Dr. Seuss's birthday on Monday, March 2, 2015, promotes reading and adult involvement in the education of our community's students;

**THEREFORE, BE IT RESOLVED**, the MJUSD will celebrate Read Across America in the district on Monday, March 2, 2015; and

**BE IT FURTHER RESOLVED**, the MJUSD Board of Trustees enthusiastically endorses "Read Across America" and recommits our community to engage in programs and activities to make America's children the best readers in the world.

**PASSED AND ADOPTED** by the Board of Trustees of the Marysville Joint Unified School District on this 10<sup>th</sup> day of February 2015.

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Bernard P. Rechs, President  
Board of Trustees

---

Glen E. Harris, Vice President  
Board of Trustees

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Jim C. Flurry, Clerk  
Board of Trustees

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Anthony J. Dannible, Representative  
Board of Trustees

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Jeff D. Boom, Member  
Board of Trustees

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Frank J. Crawford, Member  
Board of Trustees

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Randy L. Rasmussen, Member  
Board of Trustees



**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 February 10, 2015, by and between Visual Impact Signs, 791 Plumas Street, Yuba City, Ca., 95991, 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:

S

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:

Twelve thousand one hundred two dollars and 50/100 Dollars (\$12,102.50)

**(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. This contract shall commence on **February 11, 2015** with work to be completed within thirty days (30) consecutive days and/or by **March 31, 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



### 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: \_\_\_\_\_

Date: \_\_\_\_\_

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 12/1/15 - Attachment B
- ☐ Workers' Compensation Certificate - Attachment C 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: C-45

Expiration Date: 12/31/2015

(District Use Only: License verified by \_\_\_\_\_)

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: 1/21/2015

Authorized Signature: \_\_\_\_\_

Company Name: Visual Impact Signs

Printed Name: \_\_\_\_\_

Address: 791 Plumas St

Title: \_\_\_\_\_

Yuba City CA 95991

Phone: 530 755 9996

Fax: \_\_\_\_\_

530 671 1236

Accepted by: \_\_\_\_\_

Signature of District Representative

Ryan DiGiulio

Title: \_\_\_\_\_

Asst. Supt.

Date: 2/10/15

Business Services



# **Marysville Joint Unified School District**

## **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.
Rodney Deland	- 562.37-2001
Adel Mitchell	- 557.65.2861

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

Dated: 11/21/2015 Visual Impact Signs: (Company)

Adel A (Signature)

President (Title)

(Complete only if pertinent)





## Marysville Joint Unified School District

### ATTACHMENT B TERMS AND CONDITIONS

**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](http://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.

A Contractor or Subcontractor shall not be qualified to submit a proposal on, be listed on a proposal (subject to the requirements of Public Contract Code section 4104), or engage in the performance of any contract for public work unless currently registered and qualified to perform public work pursuant to Labor Code §1725.5, except under the limited circumstances set forth in Labor Code §1771.1(a). This requirement shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work awarded on or after April 1, 2015. The District may not accept a proposal or enter into a contract for a public works project with an unregistered contractor.

Pursuant to Labor Code §1771.4, this Contract is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each Contractor and Subcontractor performing work on the Project shall be required to comply with the provisions of the California Labor Code, beginning with section 1720, and the regulations of the Department of Industrial Relations' Division of Labor Standards Enforcement (i.e., the Labor Commissioner), including, but not limited to, the standard provisions requiring payment of prevailing wages, maintenance and submission of certified payroll records, and the hiring of apprentices as appropriate. Unless otherwise specified, the Contractor shall be required to post job site notices regarding the requirements of this paragraph, as prescribed by regulation. For all new public works projects awarded on or after April 1, 2015, Contractor and each Subcontractor shall be required to furnish the records specified in Labor Code §1776 directly to the Labor Commissioner at least monthly, or more frequently if specified in the Contract Documents, and in a format prescribed by the Labor Commissioner. This requirement shall apply to all projects, whether new or ongoing, on or after January 1, 2016.

Contractor shall be responsible for complying with the provisions California Labor Code beginning with Section 1720, and the regulations of the Department of Industrial Relations, including, but not limited to, the standard provisions requiring payment of prevailing wages, maintenance and submission of certified weekly payrolls, and hiring of apprenticeship as appropriate. Contractor shall work with the Compliance Monitoring Unit to ensure the full compliance with the Department of Industrial Relations and applicable labor law.

**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



## Marysville Joint Unified School District

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.



## Marysville Joint Unified School District

**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.





## Marysville Joint Unified School District

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



## Marysville Joint Unified School District

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 1/21/15  
consisting of Article 1 through Article 21



## Marysville Joint Unified School District

### 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.

*CS Nootboom*

Signature, Contractor's Authorize Representative

*Cathy Nootboom*

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.: 8083 – Ella

Monument

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: C. Del M.

Title: President



# **Marysville Joint Unified School District**

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.

## **ATTACHMENT E**

### **PREVAILING WAGE AND RELATED LABOR REQUIREMENTS CERTIFICATION**

PROJECT NAME OR CONTRACT NO.: **8083 Monument Sign at Ella School**, between Marysville Joint Unified School District (the "District" or the "Owner") and **Visual Impact Signs** (the "Contractor" or the "Bidder").

**Contractor/Subcontractor Registration.** A Contractor or Subcontractor shall not be qualified to bid on, be listed on a bid proposal (subject to the requirements of Public Contract Code section 4104), or engage in the performance of any contract for public work unless currently registered and qualified to perform public work pursuant to Labor Code §1725.5, except under the limited circumstances set forth in Labor Code §1771.1(a). This requirement shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work awarded on or after April 1, 2015. The District may not accept a bid or enter into a contract for a public works project with an unregistered contractor.

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:

11/21/2015

Proper Name of Contractor:

Visual Impact Signs

Signature:

Cathy Nooteboom

Print Name:

Cathy Nooteboom

Title:

Office Manager

END OF DOCUMENT





791 Plumas Street • Yuba City, CA 95991 • Ph (530) 755-9996 • Fax (530) 671-1236

Lic. No. 951979

**PROPOSAL AND SECURITY AGREEMENT****SUBMITTED TO:**

Ella Elementary School  
Dan Richards  
4850 Olivehurst Ave  
Olivehurst, CA 95961

**DATE:**

1/21/2014

**BY:**

Adel Mitchell

**JOB LOCATION:**

Ella Elementary School - Rob Gregor  
4850 Olivehurst Avenue  
Olivehurst, CA 95961

**Phone Numbers:**

916-786-8178

**Fax:**

Richards@williamsplusspaddon.com

**GENERAL DESCRIPTION:**

Fabricate one DF monument sign according to approved artwork.  
Note: Wood to be changed to steel. Letters to be constructed of  
routed out 1/8" aluminum with 1/4" standoffs with vinyl overlay.  
Install monument sign with concrete footing and pad according to  
approved design.

**QUANTITY****EACH****EXTENDED**

1

\$8,475.00

\$8,475.00

1

\$5,880.00

\$5,880.00

One year warantee on workmanship.

- 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 \$14,355.00

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 transactions, additions, accessories, 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 utilization, the SIGN shall remain personal property and not become part of the real estate. Conditional (installment) sale, lease or leasehold 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 heat 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 \$635.63

TOTAL \$14,990.63

50% DEPOSIT

BALANCE \$14,990.63

Due Upon Completion

ACCEPTED FOR VISUAL IMPACT SIGNS (SECURED PARTY):

Adel Mitchell

Title: N. Ca. Sign Sales / Pres.

PURCHASE ACCEPTED (DEBTOR):

Ryan DiGiulio

Title: Asst. Supt. of Business Services

(Owner/Authorized Agent)

Signature:

Date: 2/10/15

THIS PROPOSAL, WHEN ACCEPTED BY BOTH PARTIES, BECOMES A LEGALLY ENFORCEABLE CONTRACT.



pg 20+2

## 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.

Name (as shown on your income tax return) <b>Business Fulfillment Services, Inc.</b>	
Business name/disregarded entity name, if different from above <b>dba Visual Impact Signs</b>	
Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input checked="" 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) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
<input type="checkbox"/> Exempt payee	
Address (number, street, and apt. or suite no.) <b>791 PLUMAS STREET</b>	Requester's name and address (optional) <b>Marysville Joint Unified School District</b>
City, state, and ZIP code <b>YUBA CITY, CA 95991</b>	
List account number(s) here (optional) <b>Brite Lite Neon C</b>	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is 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 chart on page 4 for guidelines on whose number to enter.

Social security number								
			-					

Employer identification number								
3	5	-	2	4	1	6	6	0

### Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below).

**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 4.

Sign Here Signature of U.S. person ▶ *AJ Montebon*

Date ▶ *1/6/2015*

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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.

**Note.** If 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 on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the 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 withholding on your share of partnership income.



### CONTRACT SERVICES AGREEMENT

(Warren Consulting Engineers, Inc. – Topographical Survey of South Lindhurst High School )

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 201\_\_ (hereinafter, the "Effective Date"), by and between the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT ("DISTRICT") and Warren Consulting Engineers, Inc. (hereinafter, "CONTRACTOR"). For the purposes of this Agreement DISTRICT and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to DISTRICT or CONTRACTOR interchangeably.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, DISTRICT and CONTRACTOR agree as follows:

#### I. ENGAGEMENT TERMS

- 1.1 SCOPE OF WORK: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONTRACTOR agrees to perform the services and tasks set forth in Exhibit "A" (hereinafter referred to as the "Scope of Work"). CONTRACTOR further agrees to furnish to DISTRICT all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Work. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term "Work." CONTRACTOR shall not commence with the performance of the Work until such time as DISTRICT issues a written Notice to Proceed.
- 1.2 TERM: This Agreement shall have a term of ninety (90) days commencing from \_\_\_\_\_, \_\_\_\_\_, 201\_\_. Nothing in this Section shall operate to prohibit or otherwise restrict the DISTRICT's ability to terminate this Agreement at any time for convenience or for cause.
- 1.3 COMPENSATION:
  - A. CONTRACTOR shall perform the various services and tasks set forth in the Scope of Services in accordance with the compensation schedule which is an amount not to exceed fifteen hundred dollars and no/100 (\$1500.00) (hereinafter, the "Approved Rate Schedule").
  - B. Section 1.3(A) notwithstanding, CONTRACTOR's total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of fifteen hundred dollars and no/100 (\$1,500.00) (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the DISTRICT acting in consultation with the Superintendent and the Director of Fiscal Services. In the event CONTRACTOR's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, DISTRICT may suspend CONTRACTOR's performance pending DISTRICT approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other DISTRICT-approved amendment to the compensation terms of this Agreement.
- 1.4 PAYMENT OF COMPENSATION: The Not-to-Exceed Sum shall be paid to CONTRACTOR monthly increments as the Work is completed. Following the conclusion of each calendar month, CONTRACTOR shall submit to DISTRICT an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONTRACTOR's monthly compensation is a function of hours works by CONTRACTOR's personnel, the invoice shall indicate the number of hours worked in the recently concluded

calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each tasks and service performed and a grand total for all services performed. Within THIRTY (30) calendar days of receipt of each invoice, DISTRICT shall notify CONTRACTOR in writing of any disputed amounts included in the invoice. Within FORTY-FIVE (45) calendar day of receipt of each invoice, DISTRICT shall pay all undisputed amounts included on the invoice. DISTRICT shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.

- 1.5 **ACCOUNTING RECORDS:** CONTRACTOR shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. DISTRICT shall have the right to access and examine such records, without charge, during normal business hours. DISTRICT shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.
- 1.6 **ABANDONMENT BY CONTRACTOR:** In the event CONTRACTOR ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Work, CONTRACTOR shall deliver to DISTRICT immediately and without delay, all materials, records and other work product prepared or obtained by CONTRACTOR in the performance of this Agreement. Furthermore, CONTRACTOR shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which DISTRICT may incur as a result of CONTRACTOR's cessation or abandonment.

## **II. PERFORMANCE OF AGREEMENT**

- 2.1 **DISTRICT'S REPRESENTATIVES:** The DISTRICT hereby designates the Superintendent and the Director of Facilities and Energy Management (hereinafter, the "DISTRICT Representatives") to act as its representatives for the performance of this Agreement. The Superintendent shall be the chief DISTRICT Representative. The DISTRICT Representatives or their designee shall act on behalf of the DISTRICT for all purposes under this Agreement. CONTRACTOR shall not accept directions or orders from any person other than the DISTRICT Representatives or their designee.
- 2.2 **CONTRACTOR REPRESENTATIVE:** CONTRACTOR hereby designates George Warren to act as its representative for the performance of this Agreement (hereinafter, "CONTRACTOR Representative"). CONTRACTOR Representative shall have full authority to represent and act on behalf of the CONTRACTOR for all purposes under this Agreement. CONTRACTOR Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONTRACTOR Representative shall constitute notice to CONTRACTOR.
- 2.3 **COORDINATION OF SERVICE: CONFORMANCE WITH REQUIREMENTS:** CONTRACTOR agrees to work closely with DISTRICT staff in the performance of the Work and this Agreement and shall be available to DISTRICT staff and the DISTRICT Representatives at all reasonable times. All work prepared by CONTRACTOR shall be subject to inspection and approval by DISTRICT Representatives or their designees.
- 2.4 **STANDARD OF CARE: PERFORMANCE OF EMPLOYEES:** CONTRACTOR represents, acknowledges and agrees to the following:
- A. CONTRACTOR shall perform all Work skillfully, competently and to the highest standards of CONTRACTOR's profession;
  - B. CONTRACTOR shall perform all Work in a manner reasonably satisfactory to the DISTRICT;

- C. CONTRACTOR shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*);
- D. CONTRACTOR understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- E. All of CONTRACTOR's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONTRACTOR; and
- F. All of CONTRACTOR's employees and agents (including but not limited subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to DISTRICT for copying and inspection.

The Parties acknowledge and agree that CONTRACTOR shall perform, at CONTRACTOR's own cost and expense and without any reimbursement from DISTRICT, any services necessary to correct any errors or omissions caused by CONTRACTOR's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONTRACTOR's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONTRACTOR to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the DISTRICT Representatives in writing and in their sole and absolute discretion. The Parties acknowledge and agree that DISTRICT's acceptance of any work performed by CONTRACTOR or on CONTRACTOR's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that DISTRICT has relied upon the foregoing representations of CONTRACTOR, including but not limited to the representation that CONTRACTOR possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONTRACTOR's profession.

- 2.5 **ASSIGNMENT:** The skills, training, knowledge and experience of CONTRACTOR are material to DISTRICT's willingness to enter into this Agreement. Accordingly, DISTRICT has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONTRACTOR or on behalf of CONTRACTOR in the performance of this Agreement. In recognition of this interest, CONTRACTOR agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONTRACTOR's duties or obligations under this Agreement without the prior written consent of the DISTRICT. In the absence of DISTRICT's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.
- 2.6 **CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR:** The Work shall be performed by CONTRACTOR or under CONTRACTOR's strict supervision. CONTRACTOR will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. DISTRICT retains CONTRACTOR on an independent contractor basis and not as an employee. CONTRACTOR reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONTRACTOR's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of DISTRICT's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONTRACTOR are not employees of DISTRICT and shall at all times be under CONTRACTOR's exclusive direction and control. CONTRACTOR shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, social security and Medicare payments and the like. CONTRACTOR shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

- 2.7 **REMOVAL OF EMPLOYEES OR AGENTS:** If any of CONTRACTOR's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the DISTRICT Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONTRACTOR, a threat to persons or property, or if any of CONTRACTOR's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the DISTRICT, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by CONTRACTOR and shall not be re-assigned to perform any of the Work.
- 2.8 **COMPLIANCE WITH LAWS:** CONTRACTOR shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONTRACTOR's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.
- 2.9 **NON-DISCRIMINATION:** In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.10. **INDEPENDENT CONTRACTOR STATUS:** The Parties acknowledge, understand and agree that CONTRACTOR and all persons retained or employed by CONTRACTOR are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of DISTRICT. CONTRACTOR shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONTRACTOR and all persons retained or employed by CONTRACTOR shall have no authority, express or implied, to bind DISTRICT in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, DISTRICT, whether by contract or otherwise, unless such authority is expressly conferred to CONTRACTOR under this Agreement or is otherwise expressly conferred by DISTRICT in writing.
- 2.11. **COMPLIANCE WITH LABOR CODE PROVISIONS:** CONTRACTOR and any subcontractor performing or contracting any work shall comply with all applicable provisions of the California Labor Code for all workers, laborers and mechanics of all crafts, classifications or types, including, but necessarily limited to the following:
- A. In accordance with California Labor Code Section 1810, eight (8) hours of labor in performance of the Work shall constitute a legal day's work under this Contract. CONTRACTOR and any subcontractor shall pay workers overtime pay (not less than one and one-half (1½) times the base rate of pay) as required by California Labor Code Section 1815. CONTRACTOR and any subcontractor shall, as a penalty to the DISTRICT, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation so the provisions of Article 3 of Chapter 1 of Part 7, Division 2 of the California Labor Code, which is incorporated by this reference as though fully set forth herein.
  - B. Pursuant to the provisions of California Labor Code, Sections 1770 *et seq.*, the CONTRACTOR and any subcontractor under CONTRACTOR shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Pursuant to the provisions of California Labor Code Section 1773.2. The CONTRACTOR is hereby advised that copies of the prevailing rate of per diem wages and a general prevailing rate for holidays, Saturdays and Sundays and overtime work in the locality in which the work is to be performed for each craft, classification, or type of worker required to execute the Agreement, are on file in the office of the DISTRICT Secretary, which copies shall be made available to any interested party on request. The CONTRACTOR shall post a copy of said prevailing rate of per diem wages at each job site.
  - C. As required by Section 1773.1 of the California Labor Code, the CONTRACTOR shall pay travel and subsistence payments to each worker needed to execute the work, as such travel and subsistence

payments are defined in the applicable collective bargaining agreements filed in accordance with this Section.

- D. To establish such travel and subsistence payments, the representative of any craft, classification, or type of workman needed to execute the contracts shall file with the Department of Industrial Relations fully executed copies of collective bargaining agreements for the particular craft, classification or type of work involved. Such agreements shall be filed within ten (10) days after their execution and thereafter shall establish such travel and payments whenever filed thirty (30) days prior to the call for bids.
- E. The CONTRACTOR shall comply with the provisions of Section 1775 of the California Labor Code and shall, as a penalty to the DISTRICT, forfeit up to fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rate of per diem wages for each craft, classification, or type of worker needed to execute the contract. The CONTRACTOR shall pay each worker an amount equal to the difference between the prevailing wage rates and the amount paid worker for each calendar day or portion thereof for which a worker was paid less than the prevailing wage rate. CONTRACTOR is required to pay all applicable penalties and back wages in the event of violation of prevailing wage law, and CONTRACTOR and any subcontractor shall fully comply with California Labor Code Section 1775, which is incorporated by this reference as though fully set forth herein.
- F. CONTRACTOR and any subcontractor shall maintain and make available for inspection payroll records as required by California Labor Code Section 1776, which is incorporated by this reference as though fully set forth herein. CONTRACTOR is responsible for ensuring compliance with this section. CONTRACTOR and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, and 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 or her in connection with the Project. Said payroll shall be certified and shall be available for inspection at all reasonable hours at the principal office of the CONTRACTOR on the following basis:
  - i. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
  - ii. A certified copy of all payroll records, shall be made available for inspection or furnished upon request to the DISTRICT, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.
  - iii. A certified copy of all payroll records shall be made available upon request by the public for inspection or for copies thereof; provided, however, that a request by the public shall be made through the DISTRICT, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided, the requesting party shall, prior to being provided the records, reimburse the costs of preparation to the CONTRACTOR, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal offices of the CONTRACTOR. The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division. Each CONTRACTOR shall file a certified copy of the records with the entity that requested the records within ten (10) days after receipt of a written request. Any copy 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 awarded the contract or performing the contract shall not be marked or obliterated. The CONTRACTOR shall inform the DISTRICT of the location of the records including the



street address, DISTRICT, and shall, within 5 working days, provide a notice of change of location and address. The CONTRACTOR shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects the CONTRACTORS must comply with Section. In the event that the CONTRACTOR fails to comply within the 10-day period, he or she shall, as a penalty to the state or the DISTRICT, forfeit \$25.00 dollars 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, these penalties shall be withheld from progress payments then due. Responsibility for compliance with Section lies with the CONTRACTOR.

- iv. The CONTRACTOR and any subcontractors shall, when they employ any person in any apprenticeable craft or trade, apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the construction site 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; and shall comply with all other requirements of Section 1777.5 of the California Labor Code, which is incorporated by this reference as though fully set forth herein. The responsibility of compliance with California Labor Code Section 1777.5 during the performance of this Agreement rests with the CONTRACTOR. Pursuant to California Labor Code Section 1777.7, in the event the CONTRACTOR willfully fails to comply with the provisions of California Labor Code Section 1777.5, the CONTRACTOR shall be denied the right to bid on any public works contract for up to three (3) years from the date noncompliance is determined and be assessed civil penalties.

- G. In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860), and Chapter 4, Part 1, Division 4 (commencing with Section 3700) of the California Labor Code, the CONTRACTOR is required to secure the payment of compensation to its employees and for that purpose obtain and keep in effect adequate Workers' Compensation Insurance and Employers Liability Insurance. If the CONTRACTOR, in the sole discretion of the DISTRICT satisfies the DISTRICT of the responsibility and capacity under the applicable Workers' Compensation Laws, if any, to act as self-insurer, the CONTRACTOR may so act, and in such case, the insurance required by this paragraph need not be provided. The CONTRACTOR is advised of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code and shall comply with such provisions before commencing the performance of the work of this Contract. The Notice to Proceed with the Work under this Agreement will not be issued, and the CONTRACTOR shall not commence work, until the CONTRACTOR submits written evidence that it has obtained full Workers' Compensation Insurance coverage for all persons whom it employs or may employ in carrying out the work under this Contract. This insurance shall be in accordance with the requirements of the most current and applicable state Workers' Compensation Insurance Laws. In accordance with the provisions of Section 1861 of the California Labor Code, the CONTRACTOR in signing this Agreement certifies to the DISTRICT as true the following statement: "I am aware of the provisions of Section 3700 of the Labor Code which requires 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." A subcontractor is not allowed to commence work on the project until verification of Workers' Compensation Insurance coverage has been obtained and verified by the CONTRACTOR and submitted to the Construction Manager for the DISTRICT's review and records.
- H. In accordance with the provisions of Section 1727 of the California Labor Code, the DISTRICT, before making payment to the CONTRACTOR of money due under a contract for public works, shall withhold and retain there from all wages and penalties which have been forfeited pursuant to any stipulation in the contract, and the terms of Chapter 1, Part 7, Division 2 of the California Labor Code (commencing with Section 1720). But no sum shall be withheld, retained or forfeited, except from the

final payment, without a full investigation by either the Division of Labor Standards Enforcement or by the DISTRICT.

## 2.12 WARRANTY.

- A. CONTRACTOR warrants all Work performed and goods provided under this Agreement shall: (i) meet all conditions of the Agreement; (ii) shall be free from all defects in design, materials and workmanship; and (iii) shall be fit for the purposes intended. If any defects occur within twelve (12) months following acceptance, CONTRACTOR shall be solely responsible for the correction of those defects. The warranty set forth under this Section 2.14(A) shall be in addition to any warranties for equipment and fixtures that may be installed by CONTRACTOR in the performance of this Agreement as provided under Section 2.14(B) and 2.14(C), below.
- B. CONTRACTOR shall transfer to DISTRICT all of CONTRACTOR's rights to and interest to any and all manufacturers' warranties or guarantees for any equipment or fixtures installed by CONTRACTOR in the performance of this Agreement. Where applicable, DISTRICT shall be named as the owner-beneficiary in any warranty or guarantee. CONTRACTOR shall deliver to DISTRICT all the written material comprising the manufacturers' warranties or guarantees. CONTRACTOR shall ensure that each warranty or guarantee is in full force and effect from the date the DISTRICT starts using the equipment or fixtures. All manufacturers' warranties or guarantees shall be in addition to the CONTRACTOR's warranty set forth under Section 2.14(A), above or Section 2.14(C), below.
- C. In addition to all manufacturers' warranties and all other warranties implied by law, CONTRACTOR warrants that all equipment and fixtures installed in the performance of this Agreement shall conform to the Scope of Work and any additional plans, drawings or specifications incorporated into this Agreement. CONTRACTOR further warrants that all equipment and fixtures installed by CONTRACTOR shall be merchantable; of good workmanship and material; and free from defect.

## 2.13 SURETY BONDS.

- A. Surety Qualifications. With respect to the bonds referenced under Section 2.15(A) and 2.15(B), above, only bonds executed by an Admitted Surety Insurer, as defined under Section 995.120 of the California Code of Civil Procedure, shall be accepted by DISTRICT. The Admitted Surety Insurer must be a California-admitted surety with a current A.M. Best's rating of no less than A:VII.

2.14 SAFETY: CONTRACTOR shall comply with all workplace safety measures as may be required by applicable federal, State or local laws so as to safeguard against injury to persons or damage to property. In performing the Work, CONTRACTOR shall at all times be in compliance with all applicable federal, State and local rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which any work is to be performed, including but not limited to:

- A. Adequate life protection and life saving equipment and emergency procedures;
- B. Instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and
- C. Adequate facilities for the proper inspection and maintenance of all safety measures.

## III. INSURANCE

3.1 **DUTY TO PROCURE AND MAINTAIN INSURANCE:** Prior to the beginning of and throughout the duration of the Work, CONTRACTOR will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONTRACTOR shall procure and maintain the following insurance coverage, at its own expense:

- A. **Commercial General Liability Insurance:** CONTRACTOR shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
- B. **Automobile Liability Insurance:** CONTRACTOR shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
- C. **Workers' Compensation Insurance/ Employer's Liability Insurance:** A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONTRACTOR and DISTRICT against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONTRACTOR in the course of carrying out the Work contemplated in this Agreement.
- D. **Builders'/All Risk Insurance:** CONTRACTOR shall procure and maintain Builders'/All Risk Insurance covering for all risks or loss, including explosion, collapse, underground excavation and removal of lateral support (and including earthquakes and flood if requested by the DISTRICT). CONTRACTOR shall maintain minimum limits of no less than the completed value of the Work. The Builders'/All Risk Insurance shall provide that the DISTRICT be named as loss payee. In addition, the insurer shall waive all rights of subrogation against DISTRICT.
- E. **Contractors Pollution Liability Insurance:** Contractor shall procure and maintain Contractors Pollution Liability Insurance ("CPL Coverage") written upon an occurrence based form. Such coverage shall have minimum limits of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate. Notwithstanding any other provision of this Agreement, all CPL Coverage required under this Agreement shall contain, or be endorsed to contain, the following provisions:
  - 1. Coverage must be identified as specific to the operations as described in the Scope of Work;
  - 2. Pollution coverage must apply to all phases of the work described in the Scope of Work;
  - 3. The policy shall include coverage for property damage, and physical damage to or destruction of tangible property including the resulting loss of use thereof, clean up costs, and the loss of use of tangible property that has not been physically damaged or destroyed;
  - 4. The policy shall include defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages;
  - 5. The policy shall be endorsed to include the following additional insured language: "El Monte Union High School District and the El Monte Union High School District's elected and appointed officials, officers, employees, agents and volunteers shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the CONTRACTOR"; and
  - 6. Policy shall contain a waiver of subrogation against the all parties named as additional insureds under this subsection arising from work performed by the CONTRACTOR.

F. **Asbestos Pollution Liability Insurance:** CONTRACTOR shall procure and maintain Asbestos Pollution Liability Insurance ("Asbestos Coverage") written upon an occurrence based form. Such coverage shall have minimum limits of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate. Notwithstanding any other provision of this Agreement, all Asbestos Coverage required under this Agreement shall contain, or be endorsed to contain, the following provisions:

1. Coverage must be identified as specific to the operations as described in the Scope of Work;
2. Pollution coverage must apply to all phases of the work described in the Scope of Work;
3. The policy shall include coverage for property damage, and physical damage to or destruction of tangible property including the resulting loss of use thereof, clean up costs, and the loss of use of tangible property that has not been physically damaged or destroyed;
4. The policy shall include defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages;
5. The policy shall be endorsed to include the following additional insured language: "El Monte Union High School District and the El Monte Union High School District's elected and appointed officials, officers, employees, agents and volunteers shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the CONTRACTOR"; and
6. Policy shall contain a waiver of subrogation against the all parties named as additional insureds under this subsection arising from work performed by the CONTRACTOR.

3.2 **ADDITIONAL INSURED REQUIREMENTS:** The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the DISTRICT and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.

3.3 **REQUIRED CARRIER RATING:** All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers, who according to the latest edition of the Best's Insurance Guide have an A.M. Best's rating of no less than A:VII. DISTRICT may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the DISTRICT Representatives are authorized to authorize lower ratings than those set forth in this Section.

3.4 **PRIMACY OF CONSULTANT'S INSURANCE:** All policies of insurance provided by CONTRACTOR shall be primary to any coverage available to DISTRICT or DISTRICT's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by DISTRICT or DISTRICT's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

3.5 **WAIVER OF SUBROGATION:** All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR or CONTRACTOR's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against DISTRICT.

3.6 **VERIFICATION OF COVERAGE:** CONTRACTOR acknowledges, understands and agrees, that DISTRICT's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding DISTRICT's financial well-being and, indirectly, the collective well-being of the residents of the DISTRICT. Accordingly, CONTRACTOR warrants, represents and agrees that it shall furnish DISTRICT

with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to DISTRICT in its sole and absolute discretion. The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the DISTRICT if requested. All certificates of insurance and endorsements shall be received and approved by DISTRICT as a condition precedent to CONTRACTOR's commencement of any work or any of the Work. Upon DISTRICT's written request, CONTRACTOR shall also provide DISTRICT with certified copies of all required insurance policies and endorsements.

#### IV. INDEMNIFICATION

- 4.1 The Parties agree that DISTRICT and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "DISTRICT Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the DISTRICT Indemnitees with the fullest protection possible under the law. CONTRACTOR acknowledges that DISTRICT would not enter into this Agreement in the absence of CONTRACTOR's commitment to indemnify, defend and protect DISTRICT as set forth herein.
- 4.2 To the fullest extent permitted by law, CONTRACTOR shall indemnify, hold harmless and defend the DISTRICT Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorney's fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.
- 4.3 DISTRICT shall have the right to offset against the amount of any compensation due CONTRACTOR under this Agreement any amount due DISTRICT from CONTRACTOR as a result of CONTRACTOR's failure to pay DISTRICT promptly any indemnification arising under this Article and related to CONTRACTOR's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.4 The obligations of CONTRACTOR under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to DISTRICT and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers.
- 4.5 CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations from others as required herein, CONTRACTOR agrees to be fully responsible and indemnify, hold harmless and defend DISTRICT and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR's subcontractors or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of DISTRICT's choice.
- 4.6 DISTRICT does not, and shall not, waive any rights that it may possess against CONTRACTOR because of the acceptance by DISTRICT, or the deposit with DISTRICT, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the DISTRICT may have at law or in equity.

## V. TERMINATION

- 5.1 TERMINATION WITHOUT CAUSE: DISTRICT may terminate this Agreement at any time for convenience and without cause by giving CONTRACTOR a minimum of five (5) calendar days prior written notice of DISTRICT's intent to terminate this Agreement. Upon such termination for convenience, CONTRACTOR shall be compensated only for those services and tasks which have been performed by CONTRACTOR up to the effective date of the termination. CONTRACTOR may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, DISTRICT may require CONTRACTOR to provide all finished or unfinished Documents and Data, as defined in Section 7.1 below, and other information of any kind prepared by CONTRACTOR in connection with the performance of the Work. CONTRACTOR shall be required to provide such Documents and Data within fifteen (15) calendar days of DISTRICT's written request. No actual or asserted breach of this Agreement on the part of DISTRICT pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict DISTRICT's ability to terminate this Agreement for convenience as provided under this Section.

### 5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute the such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. CONTRACTOR shall cure the following Events of Defaults within the following time periods:
- i. Within three (3) business days of DISTRICT's issuance of a Default Notice for any failure of CONTRACTOR to timely provide DISTRICT or DISTRICT's employees or agents with any information and/or written reports, documentation or work product which CONTRACTOR is obligated to provide to DISTRICT or DISTRICT's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, DISTRICT shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
  - ii. Within fourteen (14) calendar days of DISTRICT's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, DISTRICT shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period. .

In addition to any other failure on the part of CONTRACTOR to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty,

obligation, service or task), an Event of Default on the part of CONTRACTOR shall include, but shall not be limited to the following: (i) CONTRACTOR's refusal or failure to perform any of the services or tasks called for under the Scope of Work; (ii) CONTRACTOR's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONTRACTOR's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONTRACTOR, whether voluntary or involuntary; (v) CONTRACTOR's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vi) DISTRICT's discovery that a statement representation or warranty by CONTRACTOR relating to this Agreement is false, misleading or erroneous in any material respect.

- C. DISTRICT shall cure any Event of Default asserted by CONTRACTOR within FORTY-FIVE (45) calendar days of CONTRACTOR's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, DISTRICT may submit a written request for additional time to cure the Event of Default upon a showing that DISTRICT has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with DISTRICT's failure to timely pay any undisputed sums to CONTRACTOR as provided under Section 1.4, above, shall be cured by DISTRICT within five (5) calendar days from the date of CONTRACTOR's Default Notice to DISTRICT.
- D. DISTRICT, in its sole and absolute discretion, may also immediately suspend CONTRACTOR's performance under this Agreement pending CONTRACTOR's cure of any Event of Default by giving CONTRACTOR written notice of DISTRICT's intent to suspend CONTRACTOR's performance (hereinafter, a "Suspension Notice"). DISTRICT may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONTRACTOR shall be compensated only for those services and tasks which have been rendered by CONTRACTOR to the reasonable satisfaction of DISTRICT up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of DISTRICT shall operate to prohibit or otherwise restrict DISTRICT's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to DISTRICT at law or under this Agreement in the event of any breach of this Agreement, DISTRICT, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
- i. Upon written notice to CONTRACTOR, the DISTRICT may immediately terminate this Agreement in whole or in part;
  - ii. Upon written notice to CONTRACTOR, the DISTRICT may extend the time of performance;
  - iii. The DISTRICT may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONTRACTOR's breach of the Agreement or to terminate the Agreement; or
  - iv. The DISTRICT may exercise any other available and lawful right or remedy.

CONTRACTOR shall be liable for all legal fees plus other costs and expenses that DISTRICT incurs upon a breach of this Agreement or in the DISTRICT's exercise of its remedies under this Agreement.

- G. In the event DISTRICT is in breach of this Agreement, CONTRACTOR's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONTRACTOR under this Agreement for completed services and tasks.
- 5.3 **SCOPE OF WAIVER:** No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- 5.4 **SURVIVING ARTICLES, SECTIONS AND PROVISIONS:** The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

## **VI. MISCELLANEOUS PROVISIONS**

- 6.1 **DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY:** All Documents and Data shall be and remain the property of DISTRICT without restriction or limitation upon their use or dissemination by DISTRICT. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONTRACTOR in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to DISTRICT, a perpetual license for DISTRICT to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONTRACTOR shall require all subcontractors and subconsultants working on behalf of CONTRACTOR in the performance of this Agreement to agree in writing that DISTRICT shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONTRACTOR in the performance of this Agreement.
- 6.2 **CONFIDENTIALITY:** All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by DISTRICT. DISTRICT shall grant such consent if disclosure is legally required. Upon request, all DISTRICT data shall be returned to DISTRICT upon the termination or expiration of this Agreement. CONTRACTOR shall not use DISTRICT's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of DISTRICT.
- 6.3 **FINGERPRINTING.** CONTRACTOR shall comply with all applicable provisions of Education Code Section 45125.1. CONTRACTOR will conduct criminal background checks of all employees, agents and/or representatives assigned performing any services and tasks on DISTRICT property on CONTRACTOR's behalf. CONTRACTOR will certify in writing that no such employees, agents and representatives who have been convicted of a violent or serious felony as described in the Notice Re: Criminal Records will have contact with DISTRICT's pupils. CONTRACTOR will provide DISTRICT with a list of all employees providing services pursuant to this Agreement. To the extent permitted under Education Code Section 45125.1, the DISTRICT Representatives may waive any fingerprinting requirements where it is determined that the CONTRACTOR, its employees and agents will have limited or no contact with pupils in the performance of any services and tasks called for under this Agreement. The waiver of the requirements of Education Code Section 45125.1 must be made in writing signed by one or both of the DISTRICT Representatives.
- 6.4 **DRUG FREE WORKPLACE CERTIFICATION.** CONTRACTOR shall apprise its officials and employees of the Drug-Free Workplace Act of 1990 (Govt. Code Section 8350 et seq.) (hereinafter, the "Act") which requires that every person or organization awarded a contract or grant for the procurement of property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In



addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred. CONTRACTOR shall comply with the requirements publication and notification requirements of Government Code Section 8355 as to all employees performing services and tasks under this Agreement on DISTRICT property or from DISTRICT facilities.

- 6.5 **FALSE CLAIMS ACT.** CONTRACTOR warrants and represents that neither CONTRACTOR nor any person who is an officer of, in a managing position with, or has an ownership interest in CONTRACTOR has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 *et seq.* and the California False Claims Act, Government Code Section 12650 *et seq.*
- 6.6 **NOTICES:** All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

**CONTRACTOR:**  
Warren Consulting Engineers, Inc.  
1117 Windfield Way, El Dorado Hills, CA  
95762  
Attn: George Warren, P.E.  
Phone: ; (916) 985-1870  
Email: George@wceinc.com

**DISTRICT:**  
Marysville Joint Unified School District  
1919 B Street  
Marysville, CA 95901  
Attn: Cynthia Jensen, Director of Facilities  
Phone: (530) 749-6151  
Email: cjensen@mjud.com

Such notices shall be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepared and addressed to the Party at its applicable address.

- 6.7 **COOPERATION; FURTHER ACTS:** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.8 **SUBCONTRACTING:** CONTRACTOR shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of DISTRICT. Subcontracts (including without limitation subcontracts with subconsultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.9 **DISTRICT'S RIGHT TO EMPLOY OTHER CONTRACTORS:** DISTRICT reserves the right to employ other contractors in connection with the various projects worked upon by CONTRACTOR.
- 6.10 **PROHIBITED INTERESTS:** CONTRACTOR warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, DISTRICT shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of DISTRICT, during the term of his or her service with DISTRICT, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 6.11 **TIME IS OF THE ESSENCE:** Time is of the essence for each and every provision of this Agreement.
- 6.12 **GOVERNING LAW AND VENUE:** This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Yuba County Superior Court of the State of California. If, and only if, applicable law requires that all or

part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Northern District of California located in the City of Los Angeles, California.

6.13 ATTORNEY'S FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.

6.14 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.

6.15 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.

6.16 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.

6.17 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

6.18 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to DISTRICT approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.

6.19 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.

6.20 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.

6.21 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between DISTRICT and CONTRACTOR prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.

6.22 COUNTERPARTS: This Agreement shall be executed in TWO (2) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.15, above.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

**MARYSVILLE JOINT UNIFIED SCHOOL  
DISTRICT:**

By: \_\_\_\_\_  
Ryan DiGiulio, Assistant Superintendent of  
Business Services

**Warren Consulting Engineers, Inc.:**

By: Martin J. Bee  
Name: Martin J. Bee  
Title: Vice President

78

EXHIBIT A

8146



WARREN CONSULTING ENGINEERS, INC.

December 19, 2014

Email: cjensen@mjusd.com

Cynthia Jensen  
Director of Facilities and Energy Management  
1117 Windfield Way  
Marysville Joint Unified School District  
1919 B Street  
Suite 110  
Marysville, CA 95901

El Dorado Hills

California

95762

**RE: PROPOSAL FOR TOPOGRAPHIC SURVEY FOR THE SOUTH  
LINDHURST HIGH SCHOOL**

Dear Cynthia,

We are pleased to submit for your review and consideration our proposal for a topographic survey of the above referenced project. The scope of work consists of:

**1. Topographic Survey**

- A. Prepare a topographic survey of the project area, see the attached sketches.
- B. Refer to attached checklist for items to be included on the survey.
- C. Provide a signed topographic survey and AutoCad disk of the final survey.

Phone  
(916) 985-1870

Fax  
(916) 985-1877

**Total Fee:**

**\$1,500.00**

E-mail  
wce@wceinc.com

Please note that Lindhurst High School and South Lindhurst surveys will be done together. There will be additional fees if the surveys are done at separate times.

Billing will be monthly and on a time and materials basis for work completed within that month. Payments shall be received 30 days after receipt of billing statement.

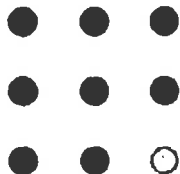
If this proposal is acceptable, please sign and return one copy.

Very Truly Yours,

Accepted: \_\_\_\_\_

*George D. Warren*  
George D. Warren, P.E.  
GDW/tlb  
14P.263rev2

Date: \_\_\_\_\_



79

pg 1 of 1

## TOPOGRAPHIC SURVEY CHECKLIST

DATE: 12/19/14

TO: Cynthia Jensen  
PROJECT: Survey of South Lindhurst HS  
LOCATION: 4444 Olive Ave. Olivehurst, CA  
APN: \_\_\_\_\_  
OWNER: Marysville Joint Unified School District  
ADDRESS: 1919 B Street, Marysville, CA 95901

**ITEMS NEEDED FROM OWNER**

- ☐ 1. Title Report -- NEEDED WITH NOTICE TO PROCEED.
- ☐ 2. Permission to Enter Site
- ☐ 3. Contact Person and Phone Number
- ☒ 4. Owner to provide as built or design drawings of existing facilities on-site if available. NEEDED WITH NOTICE TO PROCEED

**DRAWINGS**

- ☒ 5. Scale of finished drawing shall be 1" = 20'.
- ☒ 6. Finish drawing shall be a signed bond paper plot.
- ☒ 7. CD AutoCAD disk, 2014 Release.

**ELEVATION BASIS**

- ☐ 8. Based on County/City benchmark.
- ☒ 9. Based on design elevation.
- ☐ 10. Assumed elevation.

**BOUNDARY**

- ☐ 11. Property line bearings, dimensions, reference points, and other pertinent data.
- ☐ 12. Locate and identify monuments and markers found.
- ☐ 13. Set a monument at each change in boundary course when no monument is existing, and file record survey with the County.
- ☐ 14. Indicate easements, rights of way, and encroachments on and immediately adjacent to the property.

**PROJECT: Survey of South Lindhurst HS****Date: 12/19/14**

- ☐ 15. Boundary will be as shown from record information provided by Owner.
- ☒ 16. Establish four temporary benchmarks within the area surveyed.

**TOPOGRAPHY**

- ☒ 17. Contour interval shall be 1 foot, in nonpervious areas.
- ☒ 18. Point elevation grid interval shall be 50 feet, approximate.
- ☒ 19. Indicate special point elevations as may be required to provide complete land surface picture (i.e., high points, swales, etc.).
- ☐ 20. Indicate surface water conditions including ditches, drainage channels, ponds, and natural courses.
- ☐ 21. Other: \_\_\_\_\_

**PLANIMETRIC**

- ☒ 22. Location and floor elevation of all permanent structures, at all exterior doors.
- ☐ 23. Location and floor elevation of all permanent structures, at all exterior doors at building elevation.
- ☒ 24. Indicate miscellaneous walks, roads, structures, paving, fences, etc.
- ☒ 25. Show individual trees with diameters larger than 4 inches. If trees are numerous, indicate perimeter of dripline.
- ☒ 26. Ground elevation at tree trunk.
- ☐ 27. Indicate tree dripline, ground elevation at four quadrants of tree dripline.
- ☒ 28. Indicate tree dripline; no ground elevation.
- ☐ 29. Show location and elevation of frontage improvements, such as curbs, gutters, walks, and edge of paving, and centerline.
- ☐ 30. Show frontage improvements across street from property frontage. Show above ground utilities and elevation of top of subsurface utility structures.

EXHIBIT A

8146

PROJECT: Survey of South Lindhurst HS

Date: 12/19/14

**UNDERGROUND**

- ☒ 31. Indicate size, location and invert elevation of accessible subsurface piping and conduit including abandoned lines.
- ☒ 32. Indicate size, location and invert elevation of subsurface piping and conduit available in existing records including abandoned lines.
- ☐ 33. Indicate size, location and type of construction of visible wells, septic tanks, pumps, basements and similar subsurface improvements, active or abandoned.
- ☐ 34. Indicate areas of irrigation utilizing subsurface systems, showing system layout where available.
- ☐ 35. Information on subsurface improvements within street right of way as outlined in Item 29.
- ☐ 36. Information on subsurface improvements within street right of way as outlined in Item 30.
- ☒ 37. Owner to provide as built or design drawings of existing facilities on-site, if available.
- ☐ 38. Other: Underground Locating. Please note PVC irrigation lines can not be traced as well as anything else made of PVC. We will locate metallic piping and conduit locations.
- ☒ 39. See attached sketch.
- ☐ 40. See attached material.
- ☐ 41. Direct proposal to Architect.
- ☒ 42. Direct proposal to Owner.

Comments: \_\_\_\_\_

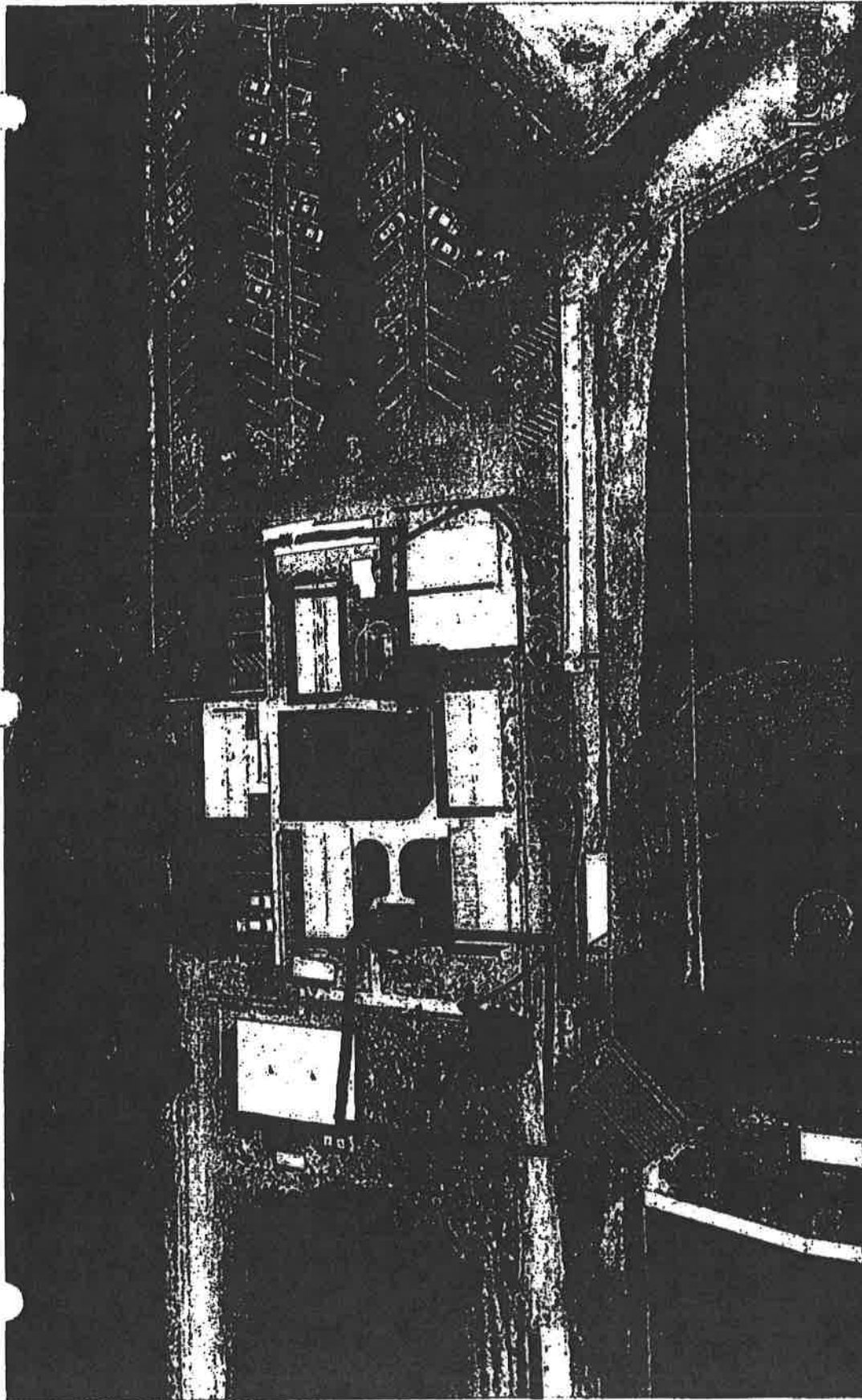
\_\_\_\_\_

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\_\_\_\_\_

EXHIBIT A

8146



300  
90

feet  
meters

Google earth

SOUTH LINDHURST H.S.



### CONTRACT SERVICES AGREEMENT

(Warren Consulting Engineers, Inc. – Topographical Survey of Lindhurst High School Bus Loop)

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into this 10th day of February, 2015 (hereinafter, the "Effective Date"), by and between the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT ("DISTRICT") and Warren Consulting Engineers, Inc. (hereinafter, "CONTRACTOR"). For the purposes of this Agreement DISTRICT and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to DISTRICT or CONTRACTOR interchangeably.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, DISTRICT and CONTRACTOR agree as follows:

#### I. ENGAGEMENT TERMS

- 1.1 **SCOPE OF WORK:** Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONTRACTOR agrees to perform the services and tasks set forth in Exhibit "A" (hereinafter referred to as the "Scope of Work"). CONTRACTOR further agrees to furnish to DISTRICT all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Work. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term "Work." CONTRACTOR shall not commence with the performance of the Work until such time as DISTRICT issues a written Notice to Proceed.
- 1.2 **TERM:** This Agreement shall have a term of ninety (90) days commencing from February, 1st, 2015. Nothing in this Section shall operate to prohibit or otherwise restrict the DISTRICT's ability to terminate this Agreement at any time for convenience or for cause.
- 1.3 **COMPENSATION:**
  - A. CONTRACTOR shall perform the various services and tasks set forth in the Scope of Services in accordance with the compensation schedule which is an amount not to exceed fifteen hundred dollars and no/100 (\$1500.00) (hereinafter, the "Approved Rate Schedule").
  - B. Section 1.3(A) notwithstanding, CONTRACTOR's total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of fifteen hundred dollars and no/100 (\$1,500.00) (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the DISTRICT acting in consultation with the Superintendent and the Director of Fiscal Services. In the event CONTRACTOR's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, DISTRICT may suspend CONTRACTOR's performance pending DISTRICT approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other DISTRICT-approved amendment to the compensation terms of this Agreement.
- 1.4 **PAYMENT OF COMPENSATION:** The Not-to-Exceed Sum shall be paid to CONTRACTOR monthly increments as the Work is completed. Following the conclusion of each calendar month, CONTRACTOR shall submit to DISTRICT an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONTRACTOR's monthly compensation is a function of hours works by CONTRACTOR's personnel, the invoice shall indicate the number of hours worked in the recently concluded



calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within THIRTY (30) calendar days of receipt of each invoice, DISTRICT shall notify CONTRACTOR in writing of any disputed amounts included in the invoice. Within FORTY-FIVE (45) calendar day of receipt of each invoice, DISTRICT shall pay all undisputed amounts included on the invoice. DISTRICT shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.

- 1.5 **ACCOUNTING RECORDS:** CONTRACTOR shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. DISTRICT shall have the right to access and examine such records, without charge, during normal business hours. DISTRICT shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.
- 1.6 **ABANDONMENT BY CONTRACTOR:** In the event CONTRACTOR ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Work, CONTRACTOR shall deliver to DISTRICT immediately and without delay, all materials, records and other work product prepared or obtained by CONTRACTOR in the performance of this Agreement. Furthermore, CONTRACTOR shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which DISTRICT may incur as a result of CONTRACTOR's cessation or abandonment.

## **II. PERFORMANCE OF AGREEMENT**

- 2.1 **DISTRICT'S REPRESENTATIVES:** The DISTRICT hereby designates the Superintendent and the Director of Facilities and Energy Management (hereinafter, the "DISTRICT Representatives") to act as its representatives for the performance of this Agreement. The Superintendent shall be the chief DISTRICT Representative. The DISTRICT Representatives or their designee shall act on behalf of the DISTRICT for all purposes under this Agreement. CONTRACTOR shall not accept directions or orders from any person other than the DISTRICT Representatives or their designee.
- 2.2 **CONTRACTOR REPRESENTATIVE:** CONTRACTOR hereby designates George Warren to act as its representative for the performance of this Agreement (hereinafter, "CONTRACTOR Representative"). CONTRACTOR Representative shall have full authority to represent and act on behalf of the CONTRACTOR for all purposes under this Agreement. CONTRACTOR Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONTRACTOR Representative shall constitute notice to CONTRACTOR.
- 2.3 **COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS:** CONTRACTOR agrees to work closely with DISTRICT staff in the performance of the Work and this Agreement and shall be available to DISTRICT staff and the DISTRICT Representatives at all reasonable times. All work prepared by CONTRACTOR shall be subject to inspection and approval by DISTRICT Representatives or their designees.
- 2.4 **STANDARD OF CARE; PERFORMANCE OF EMPLOYEES:** CONTRACTOR represents, acknowledges and agrees to the following:
- A. CONTRACTOR shall perform all Work skillfully, competently and to the highest standards of CONTRACTOR's profession;
  - B. CONTRACTOR shall perform all Work in a manner reasonably satisfactory to the DISTRICT;

- C. CONTRACTOR shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*);
- D. CONTRACTOR understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- E. All of CONTRACTOR's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONTRACTOR; and
- F. All of CONTRACTOR's employees and agents (including but not limited subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to DISTRICT for copying and inspection.

The Parties acknowledge and agree that CONTRACTOR shall perform, at CONTRACTOR's own cost and expense and without any reimbursement from DISTRICT, any services necessary to correct any errors or omissions caused by CONTRACTOR's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONTRACTOR's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONTRACTOR to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the DISTRICT Representatives in writing and in their sole and absolute discretion. The Parties acknowledge and agree that DISTRICT's acceptance of any work performed by CONTRACTOR or on CONTRACTOR's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that DISTRICT has relied upon the foregoing representations of CONTRACTOR, including but not limited to the representation that CONTRACTOR possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONTRACTOR's profession.

- 2.5 **ASSIGNMENT:** The skills, training, knowledge and experience of CONTRACTOR are material to DISTRICT's willingness to enter into this Agreement. Accordingly, DISTRICT has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONTRACTOR or on behalf of CONTRACTOR in the performance of this Agreement. In recognition of this interest, CONTRACTOR agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONTRACTOR's duties or obligations under this Agreement without the prior written consent of the DISTRICT. In the absence of DISTRICT's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.
- 2.6 **CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR:** The Work shall be performed by CONTRACTOR or under CONTRACTOR's strict supervision. CONTRACTOR will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. DISTRICT retains CONTRACTOR on an independent contractor basis and not as an employee. CONTRACTOR reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONTRACTOR's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of DISTRICT's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONTRACTOR are not employees of DISTRICT and shall at all times be under CONTRACTOR's exclusive direction and control. CONTRACTOR shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, social security and Medicare payments and the like. CONTRACTOR shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

- 2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONTRACTOR's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the DISTRICT Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONTRACTOR, a threat to persons or property, or if any of CONTRACTOR's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the DISTRICT, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by CONTRACTOR and shall not be re-assigned to perform any of the Work.
- 2.8 COMPLIANCE WITH LAWS: CONTRACTOR shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONTRACTOR's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.
- 2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONTRACTOR and all persons retained or employed by CONTRACTOR are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of DISTRICT. CONTRACTOR shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONTRACTOR and all persons retained or employed by CONTRACTOR shall have no authority, express or implied, to bind DISTRICT in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, DISTRICT, whether by contract or otherwise, unless such authority is expressly conferred to CONTRACTOR under this Agreement or is otherwise expressly conferred by DISTRICT in writing.
- 2.11. COMPLIANCE WITH LABOR CODE PROVISIONS: CONTRACTOR and any subcontractor performing or contracting any work shall comply with all applicable provisions of the California Labor Code for all workers, laborers and mechanics of all crafts, classifications or types, including, but necessarily limited to the following:
- A. In accordance with California Labor Code Section 1810, eight (8) hours of labor in performance of the Work shall constitute a legal day's work under this Contract. CONTRACTOR and any subcontractor shall pay workers overtime pay (not less than one and one-half (1½) times the base rate of pay) as required by California Labor Code Section 1815. CONTRACTOR and any subcontractor shall, as a penalty to the DISTRICT, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation so the provisions of Article 3 of Chapter 1 of Part 7, Division 2 of the California Labor Code, which is incorporated by this reference as though fully set forth herein.
  - B. Pursuant to the provisions of California Labor Code, Sections 1770 *et. seq.*, the CONTRACTOR and any subcontractor under CONTRACTOR shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Pursuant to the provisions of California Labor Code Section 1773.2. The CONTRACTOR is hereby advised that copies of the prevailing rate of per diem wages and a general prevailing rate for holidays, Saturdays and Sundays and overtime work in the locality in which the work is to be performed for each craft, classification, or type of worker required to execute the Agreement, are on file in the office of the DISTRICT Secretary, which copies shall be made available to any interested party on request. The CONTRACTOR shall post a copy of said prevailing rate of per diem wages at each job site.
  - C. As required by Section 1773.1 of the California Labor Code, the CONTRACTOR shall pay travel and subsistence payments to each worker needed to execute the work, as such travel and subsistence

payments are defined in the applicable collective bargaining agreements filed in accordance with this Section.

- D. To establish such travel and subsistence payments, the representative of any craft, classification, or type of workman needed to execute the contracts shall file with the Department of Industrial Relations fully executed copies of collective bargaining agreements for the particular craft, classification or type of work involved. Such agreements shall be filed within ten (10) days after their execution and thereafter shall establish such travel and payments whenever filed thirty (30) days prior to the call for bids.
- E. The CONTRACTOR shall comply with the provisions of Section 1775 of the California Labor Code and shall, as a penalty to the DISTRICT, forfeit up to fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rate of per diem wages for each craft, classification, or type of worker needed to execute the contract. The CONTRACTOR shall pay each worker an amount equal to the difference between the prevailing wage rates and the amount paid worker for each calendar day or portion thereof for which a worker was paid less than the prevailing wage rate. CONTRACTOR is required to pay all applicable penalties and back wages in the event of violation of prevailing wage law, and CONTRACTOR and any subcontractor shall fully comply with California Labor Code Section 1775, which is incorporated by this reference as though fully set forth herein.
- F. CONTRACTOR and any subcontractor shall maintain and make available for inspection payroll records as required by California Labor Code Section 1776, which is incorporated by this reference as though fully set forth herein. CONTRACTOR is responsible for ensuring compliance with this section. CONTRACTOR and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, and 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 or her in connection with the Project. Said payroll shall be certified and shall be available for inspection at all reasonable hours at the principal office of the CONTRACTOR on the following basis:
  - i. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
  - ii. A certified copy of all payroll records, shall be made available for inspection or furnished upon request to the DISTRICT, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.
  - iii. A certified copy of all payroll records shall be made available upon request by the public for inspection or for copies thereof; provided, however, that a request by the public shall be made through the DISTRICT, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided, the requesting party shall, prior to being provided the records, reimburse the costs of preparation to the CONTRACTOR, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal offices of the CONTRACTOR. The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division. Each CONTRACTOR shall file a certified copy of the records with the entity that requested the records within ten (10) days after receipt of a written request. Any copy 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 awarded the contract or performing the contract shall not be marked or obliterated. The CONTRACTOR shall inform the DISTRICT of the location of the records including the

street address, DISTRICT, and shall, within 5 working days, provide a notice of change of location and address. The CONTRACTOR shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects the CONTRACTORS must comply with Section. In the event that the CONTRACTOR fails to comply within the 10-day period, he or she shall, as a penalty to the state or the DISTRICT, forfeit \$25.00 dollars 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, these penalties shall be withheld from progress payments then due. Responsibility for compliance with Section lies with the CONTRACTOR.

- iv. The CONTRACTOR and any subcontractors shall, when they employ any person in any apprenticeshipable craft or trade, apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the construction site 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; and shall comply with all other requirements of Section 1777.5 of the California Labor Code, which is incorporated by this reference as though fully set forth herein. The responsibility of compliance with California Labor Code Section 1777.5 during the performance of this Agreement rests with the CONTRACTOR. Pursuant to California Labor Code Section 1777.7, in the event the CONTRACTOR willfully fails to comply with the provisions of California Labor Code Section 1777.5, the CONTRACTOR shall be denied the right to bid on any public works contract for up to three (3) years from the date noncompliance is determined and be assessed civil penalties.

- G. In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860), and Chapter 4, Part 1, Division 4 (commencing with Section 3700) of the California Labor Code, the CONTRACTOR is required to secure the payment of compensation to its employees and for that purpose obtain and keep in effect adequate Workers' Compensation Insurance and Employers Liability Insurance. If the CONTRACTOR, in the sole discretion of the DISTRICT satisfies the DISTRICT of the responsibility and capacity under the applicable Workers' Compensation Laws, if any, to act as self-insurer, the CONTRACTOR may so act, and in such case, the insurance required by this paragraph need not be provided. The CONTRACTOR is advised of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code and shall comply with such provisions before commencing the performance of the work of this Contract. The Notice to Proceed with the Work under this Agreement will not be issued, and the CONTRACTOR shall not commence work, until the CONTRACTOR submits written evidence that it has obtained full Workers' Compensation Insurance coverage for all persons whom it employs or may employ in carrying out the work under this Contract. This insurance shall be in accordance with the requirements of the most current and applicable state Workers' Compensation Insurance Laws. In accordance with the provisions of Section 1861 of the California Labor Code, the CONTRACTOR in signing this Agreement certifies to the DISTRICT as true the following statement: "I am aware of the provisions of Section 3700 of the Labor Code which requires 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." A subcontractor is not allowed to commence work on the project until verification of Workers' Compensation Insurance coverage has been obtained and verified by the CONTRACTOR and submitted to the Construction Manager for the DISTRICT's review and records.
- H. In accordance with the provisions of Section 1727 of the California Labor Code, the DISTRICT, before making payment to the CONTRACTOR of money due under a contract for public works, shall withhold and retain there from all wages and penalties which have been forfeited pursuant to any stipulation in the contract, and the terms of Chapter 1, Part 7, Division 2 of the California Labor Code (commencing with Section 1720). But no sum shall be withheld, retained or forfeited, except from the

final payment, without a full investigation by either the Division of Labor Standards Enforcement or by the DISTRICT.

## **2.12 WARRANTY.**

- A. CONTRACTOR warrants all Work performed and goods provided under this Agreement shall: (i) meet all conditions of the Agreement; (ii) shall be free from all defects in design, materials and workmanship; and (iii) shall be fit for the purposes intended. If any defects occur within twelve (12) months following acceptance, CONTRACTOR shall be solely responsible for the correction of those defects. The warranty set forth under this Section 2.14(A) shall be in addition to any warranties for equipment and fixtures that may be installed by CONTRACTOR in the performance of this Agreement as provided under Section 2.14(B) and 2.14(C), below.
- B. CONTRACTOR shall transfer to DISTRICT all of CONTRACTOR's rights to and interest to any and all manufacturers' warranties or guarantees for any equipment or fixtures installed by CONTRACTOR in the performance of this Agreement. Where applicable, DISTRICT shall be named as the owner-beneficiary in any warranty or guarantee. CONTRACTOR shall deliver to DISTRICT all the written material comprising the manufacturers' warranties or guarantees. CONTRACTOR shall ensure that each warranty or guarantee is in full force and effect from the date the DISTRICT starts using the equipment or fixtures. All manufacturers' warranties or guarantees shall be in addition to the CONTRACTOR's warranty set forth under Section 2.14(A), above or Section 2.14(C), below.
- C. In addition to all manufacturers' warranties and all other warranties implied by law, CONTRACTOR warrants that all equipment and fixtures installed in the performance of this Agreement shall conform to the Scope of Work and any additional plans, drawings or specifications incorporated into this Agreement. CONTRACTOR further warrants that all equipment and fixtures installed by CONTRACTOR shall be merchantable; of good workmanship and material; and free from defect.

## **2.13 SURETY BONDS.**

- A. Surety Qualifications. With respect to the bonds referenced under Section 2.15(A) and 2.15(B), above, only bonds executed by an Admitted Surety Insurer, as defined under Section 995.120 of the California Code of Civil Procedure, shall be accepted by DISTRICT. The Admitted Surety Insurer must be a California-admitted surety with a current A.M. Best's rating of no less than A:VII.

**2.14 SAFETY:** CONTRACTOR shall comply with all workplace safety measures as may be required by applicable federal, State or local laws so as to safeguard against injury to persons or damage to property. In performing the Work, CONTRACTOR shall at all times be in compliance with all applicable federal, State and local rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which any work is to be performed, including but not limited to:

- A. Adequate life protection and life saving equipment and emergency procedures;
- B. Instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and
- C. Adequate facilities for the proper inspection and maintenance of all safety measures.

## **III. INSURANCE**

3.1 **DUTY TO PROCURE AND MAINTAIN INSURANCE:** Prior to the beginning of and throughout the duration of the Work, CONTRACTOR will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONTRACTOR shall procure and maintain the following insurance coverage, at its own expense:

- A. **Commercial General Liability Insurance:** CONTRACTOR shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
- B. **Automobile Liability Insurance:** CONTRACTOR shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
- C. **Workers' Compensation Insurance/ Employer's Liability Insurance:** A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONTRACTOR and DISTRICT against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONTRACTOR in the course of carrying out the Work contemplated in this Agreement.
- D. **Builders'/All Risk Insurance:** CONTRACTOR shall procure and maintain Builders'/All Risk Insurance covering for all risks or loss, including explosion, collapse, underground excavation and removal of lateral support (and including earthquakes and flood if requested by the DISTRICT). CONTRACTOR shall maintain minimum limits of no less than the completed value of the Work. The Builders'/All Risk Insurance shall provide that the DISTRICT be named as loss payee. In addition, the insurer shall waive all rights of subrogation against DISTRICT.
- E. **Contractors Pollution Liability Insurance:** Contractor shall procure and maintain Contractors Pollution Liability Insurance ("CPL Coverage") written upon an occurrence based form. Such coverage shall have minimum limits of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate notwithstanding any other provision of this Agreement, all CPL Coverage required under this Agreement shall contain, or be endorsed to contain, the following provisions:
  - 1. Coverage must be identified as specific to the operations as described in the Scope of Work;
  - 2. Pollution coverage must apply to all phases of the work described in the Scope of Work;
  - 3. The policy shall include coverage for property damage, and physical damage to or destruction of tangible property including the resulting loss of use thereof, clean up costs, and the loss of use of tangible property that has not been physically damaged or destroyed;
  - 4. The policy shall include defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages;
  - 5. The policy shall be endorsed to include the following additional insured language: "El Monte Union High School District and the El Monte Union High School District's elected and appointed officials, officers, employees, agents and volunteers shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the CONTRACTOR"; and
  - 6. Policy shall contain a waiver of subrogation against the all parties named as additional insureds under this subsection arising from work performed by the CONTRACTOR.

F. Asbestos Pollution Liability Insurance: CONTRACTOR shall procure and maintain Asbestos Pollution Liability Insurance ("Asbestos Coverage") written upon an occurrence based form. Such coverage shall have minimum limits of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate. Notwithstanding any other provision of this Agreement, all Asbestos Coverage required under this Agreement shall contain, or be endorsed to contain, the following provisions:

1. Coverage must be identified as specific to the operations as described in the Scope of Work;
2. Pollution coverage must apply to all phases of the work described in the Scope of Work;
3. The policy shall include coverage for property damage, and physical damage to or destruction of tangible property including the resulting loss of use thereof, clean up costs, and the loss of use of tangible property that has not been physically damaged or destroyed;
4. The policy shall include defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages;
5. The policy shall be endorsed to include the following additional insured language: "El Monte Union High School District and the El Monte Union High School District's elected and appointed officials, officers, employees, agents and volunteers shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the CONTRACTOR"; and
6. Policy shall contain a waiver of subrogation against the all parties named as additional insureds under this subsection arising from work performed by the CONTRACTOR.

3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the DISTRICT and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.

3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers, who according to the latest edition of the Best's Insurance Guide have an A.M. Best's rating of no less than A:VII. DISTRICT may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the DISTRICT Representatives are authorized to authorize lower ratings than those set forth in this Section.

3.4 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONTRACTOR shall be primary to any coverage available to DISTRICT or DISTRICT's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by DISTRICT or DISTRICT's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR or CONTRACTOR's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against DISTRICT.

3.6 VERIFICATION OF COVERAGE: CONTRACTOR acknowledges, understands and agrees, that DISTRICT's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding DISTRICT's financial well-being and, indirectly, the collective well-being of the residents of the DISTRICT. Accordingly, CONTRACTOR warrants, represents and agrees that it shall furnish DISTRICT



with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to DISTRICT in its sole and absolute discretion. The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the DISTRICT if requested. All certificates of insurance and endorsements shall be received and approved by DISTRICT as a condition precedent to CONTRACTOR's commencement of any work or any of the Work. Upon DISTRICT's written request, CONTRACTOR shall also provide DISTRICT with certified copies of all required insurance policies and endorsements.

#### **IV. INDEMNIFICATION**

- 4.1 The Parties agree that DISTRICT and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "DISTRICT Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the DISTRICT Indemnitees with the fullest protection possible under the law. CONTRACTOR acknowledges that DISTRICT would not enter into this Agreement in the absence of CONTRACTOR's commitment to indemnify, defend and protect DISTRICT as set forth herein.
- 4.2 To the fullest extent permitted by law, CONTRACTOR shall indemnify, hold harmless and defend the DISTRICT Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorney's fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.
- 4.3 DISTRICT shall have the right to offset against the amount of any compensation due CONTRACTOR under this Agreement any amount due DISTRICT from CONTRACTOR as a result of CONTRACTOR's failure to pay DISTRICT promptly any indemnification arising under this Article and related to CONTRACTOR's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.4 The obligations of CONTRACTOR under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to DISTRICT and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers.
- 4.5 CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations from others as required herein, CONTRACTOR agrees to be fully responsible and indemnify, hold harmless and defend DISTRICT and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR's subcontractors or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of DISTRICT's choice.
- 4.6 DISTRICT does not, and shall not, waive any rights that it may possess against CONTRACTOR because of the acceptance by DISTRICT, or the deposit with DISTRICT, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the DISTRICT may have at law or in equity.

## **V. TERMINATION**

- 5.1 **TERMINATION WITHOUT CAUSE:** DISTRICT may terminate this Agreement at any time for convenience and without cause by giving CONTRACTOR a minimum of five (5) calendar days prior written notice of DISTRICT's intent to terminate this Agreement. Upon such termination for convenience, CONTRACTOR shall be compensated only for those services and tasks which have been performed by CONTRACTOR up to the effective date of the termination. CONTRACTOR may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, DISTRICT may require CONTRACTOR to provide all finished or unfinished Documents and Data, as defined in Section 7.1 below, and other information of any kind prepared by CONTRACTOR in connection with the performance of the Work. CONTRACTOR shall be required to provide such Documents and Data within fifteen (15) calendar days of DISTRICT's written request. No actual or asserted breach of this Agreement on the part of DISTRICT pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict DISTRICT's ability to terminate this Agreement for convenience as provided under this Section.

### **5.2 EVENTS OF DEFAULT: BREACH OF AGREEMENT:**

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute the such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. CONTRACTOR shall cure the following Events of Defaults within the following time periods:
- i. Within three (3) business days of DISTRICT's issuance of a Default Notice for any failure of CONTRACTOR to timely provide DISTRICT or DISTRICT's employees or agents with any information and/or written reports, documentation or work product which CONTRACTOR is obligated to provide to DISTRICT or DISTRICT's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, DISTRICT shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
  - ii. Within fourteen (14) calendar days of DISTRICT's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, DISTRICT shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period. .

In addition to any other failure on the part of CONTRACTOR to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty,

obligation, service or task), an Event of Default on the part of CONTRACTOR shall include, but shall not be limited to the following: (i) CONTRACTOR's refusal or failure to perform any of the services or tasks called for under the Scope of Work; (ii) CONTRACTOR's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONTRACTOR's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONTRACTOR, whether voluntary or involuntary; (v) CONTRACTOR's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) DISTRICT's discovery that a statement representation or warranty by CONTRACTOR relating to this Agreement is false, misleading or erroneous in any material respect.

- C. DISTRICT shall cure any Event of Default asserted by CONTRACTOR within FORTY-FIVE (45) calendar days of CONTRACTOR's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, DISTRICT may submit a written request for additional time to cure the Event of Default upon a showing that DISTRICT has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with DISTRICT's failure to timely pay any undisputed sums to CONTRACTOR as provided under Section 1.4, above, shall be cured by DISTRICT within five (5) calendar days from the date of CONTRACTOR's Default Notice to DISTRICT.
- D. DISTRICT, in its sole and absolute discretion, may also immediately suspend CONTRACTOR's performance under this Agreement pending CONTRACTOR's cure of any Event of Default by giving CONTRACTOR written notice of DISTRICT's intent to suspend CONTRACTOR's performance (hereinafter, a "Suspension Notice"). DISTRICT may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONTRACTOR shall be compensated only for those services and tasks which have been rendered by CONTRACTOR to the reasonable satisfaction of DISTRICT up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of DISTRICT shall operate to prohibit or otherwise restrict DISTRICT's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to DISTRICT at law or under this Agreement in the event of any breach of this Agreement, DISTRICT, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
  - i. Upon written notice to CONTRACTOR, the DISTRICT may immediately terminate this Agreement in whole or in part;
  - ii. Upon written notice to CONTRACTOR, the DISTRICT may extend the time of performance;
  - iii. The DISTRICT may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONTRACTOR's breach of the Agreement or to terminate the Agreement; or
  - iv. The DISTRICT may exercise any other available and lawful right or remedy.

CONTRACTOR shall be liable for all legal fees plus other costs and expenses that DISTRICT incurs upon a breach of this Agreement or in the DISTRICT's exercise of its remedies under this Agreement.

95

- G. In the event DISTRICT is in breach of this Agreement, CONTRACTOR's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONTRACTOR under this Agreement for completed services and tasks.
- 5.3 **SCOPE OF WAIVER:** No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- 5.4 **SURVIVING ARTICLES, SECTIONS AND PROVISIONS:** The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

## **VI. MISCELLANEOUS PROVISIONS**

- 6.1 **DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY:** All Documents and Data shall be and remain the property of DISTRICT without restriction or limitation upon their use or dissemination by DISTRICT. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONTRACTOR in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to DISTRICT, a perpetual license for DISTRICT to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONTRACTOR shall require all subcontractors and subconsultants working on behalf of CONTRACTOR in the performance of this Agreement to agree in writing that DISTRICT shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONTRACTOR in the performance of this Agreement.
- 6.2 **CONFIDENTIALITY:** All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by DISTRICT. DISTRICT shall grant such consent if disclosure is legally required. Upon request, all DISTRICT data shall be returned to DISTRICT upon the termination or expiration of this Agreement. CONTRACTOR shall not use DISTRICT's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of DISTRICT.
- 6.3 **FINGERPRINTING.** CONTRACTOR shall comply with all applicable provisions of Education Code Section 45125.1. CONTRACTOR will conduct criminal background checks of all employees, agents and/or representatives assigned performing any services and tasks on DISTRICT property on CONTRACTOR's behalf. CONTRACTOR will certify in writing that no such employees, agents and representatives who have been convicted of a violent or serious felony as described in the Notice Re: Criminal Records will have contact with DISTRICT's pupils. CONTRACTOR will provide DISTRICT with a list of all employees providing services pursuant to this Agreement. To the extent permitted under Education Code Section 45125.1, the DISTRICT Representatives may waive any fingerprinting requirements where it is determined that the CONTRACTOR, its employees and agents will have limited or no contact with pupils in the performance of any services and tasks called for under this Agreement. The waiver of the requirements of Education Code Section 45125.1 must be made in writing signed by one or both of the DISTRICT Representatives.
- 6.4 **DRUG FREE WORKPLACE CERTIFICATION.** CONTRACTOR shall apprise its officials and employees of the Drug-Free Workplace Act of 1990 (Govt. Code Section 8350 et seq.) (hereinafter, the "Act") which requires that every person or organization awarded a contract or grant for the procurement of property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In

addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred. CONTRACTOR shall comply with the requirements publication and notification requirements of Government Code Section 8355 as to all employees performing services and tasks under this Agreement on DISTRICT property or from DISTRICT facilities.

- 6.5 **FALSE CLAIMS ACT.** CONTRACTOR warrants and represents that neither CONTRACTOR nor any person who is an officer of, in a managing position with, or has an ownership interest in CONTRACTOR has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 *et seq.* and the California False Claims Act, Government Code Section 12650 *et seq.*
- 6.6 **NOTICES:** All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

**CONTRACTOR:**

Warren Consulting Engineers, Inc.  
1117 Windfield Way, El Dorado Hills, CA  
95762  
Attn: George Warren, P.E.  
Phone: ; (916) 985-1870  
Email: George@wceinc.com

**DISTRICT:**

Marysville Joint Unified School District  
1919 B Street  
Marysville, CA 95901  
Attn: Cynthia Jensen, Director of Facilities  
Phone: (530) 749-6151  
Email: cjensen@mjusd.com

Such notices shall be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepared and addressed to the Party at its applicable address.

- 6.7 **COOPERATION; FURTHER ACTS:** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.8 **SUBCONTRACTING:** CONTRACTOR shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of DISTRICT. Subcontracts (including without limitation subcontracts with subconsultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.9 **DISTRICT'S RIGHT TO EMPLOY OTHER CONTRACTORS:** DISTRICT reserves the right to employ other contractors in connection with the various projects worked upon by CONTRACTOR.
- 6.10 **PROHIBITED INTERESTS:** CONTRACTOR warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, DISTRICT shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of DISTRICT, during the term of his or her service with DISTRICT, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 6.11 **TIME IS OF THE ESSENCE:** Time is of the essence for each and every provision of this Agreement.
- 6.12 **GOVERNING LAW AND VENUE:** This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Yuba County Superior Court of the State of California. If, and only if, applicable law requires that all or

part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Northern District of California located in the City of Los Angeles, California.

6.13 ATTORNEY'S FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.

6.14 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.

6.15 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.

6.16 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.

6.17 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

6.18 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to DISTRICT approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.

6.19 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.

6.20 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.

6.21 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between DISTRICT and CONTRACTOR prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.

6.22 COUNTERPARTS: This Agreement shall be executed in TWO (2) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.15, above.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

MARYSVILLE JOINT UNIFIED SCHOOL  
DISTRICT:

By: \_\_\_\_\_  
Ryan DiGiulio, Assistant Superintendent of  
Business Services

Warren Consulting Engineers, Inc.:

By: \_\_\_\_\_

Name: Martin J. Bee

Title: Vice President

98

EXHIBIT A: — LHS BUS LOOP



WARREN CONSULTING ENGINEERS, INC.

December 22, 2014

Email: [cjensen@mjustd.com](mailto:cjensen@mjustd.com)

Cynthia Jensen  
Director of Facilities and Energy Management  
1117 Windfield Way Marysville Joint Unified School District  
1919 B Street  
Suite 110 Marysville, CA 95901

El Dorado Hills

California

95762

**RE: PROPOSAL FOR TOPOGRAPHIC SURVEY FOR THE LINDHURST HIGH SCHOOL**

Dear Cynthia,

We are pleased to submit for your review and consideration our proposal for a topographic survey of the above referenced project. The scope of work consists of:

**1. Topographic Survey**

- A. Prepare a topographic survey of the project area, see the attached sketch.
- B. Refer to attached checklist for items to be included on the survey.
- C. Provide a signed topographic survey and AutoCad disk of the final survey.

Phone  
(916) 985-1870

Fax  
(916) 985-1877

**Total Fee:**

**\$1,500.00**

E-mail  
[wce@wceinc.com](mailto:wce@wceinc.com)

Please note that Lindhurst High School and South Lindhurst surveys will be done together. There will be additional fees if the surveys are done at separate times.

Billing will be monthly and on a time and materials basis for work completed within that month. Payments shall be received 30 days after receipt of billing statement.

If this proposal is acceptable, please sign and return one copy.

Very Truly Yours,

Accepted: \_\_\_\_\_

*George D. Warren, P.E.*

George D. Warren, P.E.  
GDW/tlb  
14P.263rev1

Date: \_\_\_\_\_



99

Pg 1 of 1

# EXHIBIT A: LHS Bus Loop

## TOPOGRAPHIC SURVEY CHECKLIST

DATE: 12/22/14

TO: Cynthia Jensen  
PROJECT: Survey of Lindhurst HS  
LOCATION: 4446 Olive Ave. Olivehurst, CA  
APN: \_\_\_\_\_  
OWNER: Marysville Joint Unified School District  
ADDRESS: 1919 B Street, Marysville, CA 95901

### ITEMS NEEDED FROM OWNER

- ☐ 1. Title Report – **NEEDED WITH NOTICE TO PROCEED.**
- ☐ 2. Permission to Enter Site
- ☐ 3. Contact Person and Phone Number
- ☒ 4. Owner to provide as built or design drawings of existing facilities on-site if available. **NEEDED WITH NOTICE TO PROCEED**

### DRAWINGS

- ☒ 5. Scale of finished drawing shall be 1" = 20'.
- ☒ 6. Finish drawing shall be a signed bond paper plot.
- ☒ 7. CD AutoCAD disk, 2014 Release.

### ELEVATION BASIS

- ☐ 8. Based on County/City benchmark.
- ☒ 9. Based on design elevation.
- ☐ 10. Assumed elevation.

### BOUNDARY

- ☐ 11. Property line bearings, dimensions, reference points, and other pertinent data.
- ☐ 12. Locate and identify monuments and markers found.
- ☐ 13. Set a monument at each change in boundary course when no monument is existing, and file record survey with the County.
- ☐ 14. Indicate easements, rights of way, and encroachments on and immediately adjacent to the property.

100



EXHIBIT A : — LHS BUS LOOP

**PROJECT:** Survey of Lindhurst HS

**Date:** 12/22/14

- ☐ 15. Boundary will be as shown from record information provided by Owner.
- ☒ 16. Establish four temporary benchmarks within the area surveyed.

**TOPOGRAPHY**

- ☒ 17. Contour interval shall be 1 foot, in nonpervious areas.
- ☒ 18. Point elevation grid interval shall be 50 feet, approximate.
- ☒ 19. Indicate special point elevations as may be required to provide complete land surface picture (i.e., high points, swales, etc.).
- ☐ 20. Indicate surface water conditions including ditches, drainage channels, ponds, and natural courses.
- ☐ 21. Other: \_\_\_\_\_

**PLANIMETRIC**

- ☒ 22. Location and floor elevation of all permanent structures, at all exterior doors.
- ☐ 23. Location and floor elevation of all permanent structures, at all exterior doors at building elevation.
- ☒ 24. Indicate miscellaneous walks, roads, structures, paving, fences, etc.
- ☒ 25. Show individual trees with diameters larger than 4 inches. If trees are numerous, indicate perimeter of dripline.
- ☒ 26. Ground elevation at tree trunk.
- ☐ 27. Indicate tree dripline, ground elevation at four quadrants of tree dripline.
- ☒ 28. Indicate tree dripline, no ground elevation.
- ☐ 29. Show location and elevation of frontage improvements, such as curbs, gutters, walks, and edge of paving, and centerline.
- ☐ 30. Show frontage improvements across street from property frontage. Show above ground utilities and elevation of top of subsurface utility structures.

101

# EXHIBIT A : — LHS Bus Loop

**PROJECT:** Survey of Lindhurst HS

**Date:** 12/22/14

## UNDERGROUND

- ☒ 31. Indicate size, location and invert elevation of accessible subsurface piping and conduit including abandoned lines.
- ☒ 32. Indicate size, location and invert elevation of subsurface piping and conduit available in existing records including abandoned lines.
- ☐ 33. Indicate size, location and type of construction of visible wells, septic tanks, pumps, basements and similar subsurface improvements, active or abandoned.
- ☐ 34. Indicate areas of irrigation utilizing subsurface systems, showing system layout where available.
- ☐ 35. Information on subsurface improvements within street right of way as outlined in Item 29.
- ☐ 36. Information on subsurface improvements within street right of way as outlined in Item 30.
- ☒ 37. Owner to provide as built or design drawings of existing facilities on-site, if available.
- ☐ 38. Other: Underground Locating. Please note PVC irrigation lines can not be traced as well as anything else made of PVC. We will locate metallic piping and conduit locations.
- ☒ 39. See attached sketch.
- ☐ 40. See attached material.
- ☐ 41. Direct proposal to Architect.
- ☒ 42. Direct proposal to Owner.

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

102

EXHIBIT A: — LHS BUS LOOP



300  
90

feet  
meters

Google earth

LINDHURST N.J.

COLUSA BASIN CONSERVATION BANK  
**AGREEMENT FOR SALE OF CONSERVATION CREDITS**  
**Permit No. SPK-2009-01499**

This Agreement is entered into this 10<sup>th</sup> day of February, 2015, by and between WESTERVELT ECOLOGICAL SERVICES, LLC (Bank Sponsor) and MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT (Project Applicant), jointly referred to as the "Parties," as follows:

RECITALS

- A. The Bank Owner has developed the Colusa Basin Mitigation Bank located in Colusa County, California; and
- B. The Bank was approved by U. S. Fish and Wildlife Service (Service), U.S. Army Corps of Engineers (Corps), California Department of Fish and Wildlife (CDFW), and the U.S. Environmental Protection Agency (EPA) (jointly referred to as "Resource Agencies") on **June 19, 2014**, and is currently in good standing with these agencies; and
- C. The Bank has received approval from the Resource Agencies to offer seasonal wetlands under the Clean Water Act for sale as compensation for the loss of waters of the U.S. and to offer giant garter snake credits for sale as compensation the giant garter snake (*Thamnophis gigas*) through the *Colusa Basin Mitigation Bank Agreement* (Bank Agreement); and
- D. Project Applicant is seeking to implement the project described on Exhibit "A" attached hereto (Project), which would unavoidably and adversely impact waters of the U.S., and seeks to compensate for the loss of waters of by purchasing credits from Bank; and
- E. Project Applicant has been authorized by the U.S. Army Corps of Engineers, Permit SPK-2009-01499, to purchase from the Bank **0.104 wetland credits** upon confirmation by the Bank Owner of credit availability/adequate balance of credits remaining for sale; and
- F. Project Applicant desires to purchase from Bank and Bank desires to sell to Project Applicant **0.104 wetland credits**;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Bank hereby sells to Project Applicant and Project Applicant hereby purchases from Bank **0.104 wetland credits** for the purchase price of **\$13,000**. The Bank will then deliver to Project Applicant an executed Bill of Sale in the manner and form as attached hereto and marked Exhibit "B". The purchase price for said credits shall be paid by cashier's check or, at the option of Bank, wire transfer of funds according to written instructions by Bank to Project Applicant.
2. The sale and transfer herein is not intended as a sale or transfer to Project Applicant of a security, license, lease, easement, or possessory or non-possessory interest in real property, nor the granting of any interest of the foregoing.

3. Project Applicant shall have no obligation whatsoever by reason of the purchase of the Conservation Credits, to support, pay for, monitor, report on, sustain, continue in perpetuity, or otherwise be obligated or liable for the success or continued expense or maintenance in perpetuity of the credits sold, or the Bank. Pursuant to the Bank Agreement and any amendments thereto, Bank shall monitor and make reports to the appropriate agency or agencies on the status of any Conservation Credits sold to Project Applicant. Bank shall be fully and completely responsible for satisfying any and all conditions placed on the Bank or the Conservation Credits by all state or federal jurisdictional agencies.

4. The Conservation Credits sold and transferred to Project Applicant shall be non-transferable and non-assignable, and shall not be used as compensatory mitigation for any other Project or purpose, except as set forth herein.

5. Project Applicant hereby commits to purchase the Credits and in association therewith shall tender payment for the Credits no later than 30 days from the date of this Agreement.

6. Upon purchase of the credits specified in paragraph D above, the Bank shall submit to the parties listed in the Notices section of the Bank Agreement / Bank Enabling Instrument, copies of the: a) Agreement for Sale of Conservation Credits; b) Bill of Sale; c) Payment Receipt; and d) an updated ledger. The updated inventory / ledger must detail: i) Project Applicant; ii) Project Name; iii) Status (sale complete/sale not complete); iv) Credit Sale Date; v) Service File Number; vi) U.S. Army Corps of Engineers File Number (if applicable); vii) Total Number of Credits Authorized to Sell; viii) Total Number of Credits Sold to Date (inclusive); and ix) Balance of all Credits Available. The inventory / ledger should include all sales data from bank opening/establishment to the present.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

BANK:

COLUSA BASIN MITIGATION BANK  
Westervelt Ecological Services, LLC

By: 

Date: 12/26/2014

PROJECT APPLICANT:

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

By: \_\_\_\_\_ Date: \_\_\_\_\_

APPROVED

## Exhibit "A"

**DESCRIPTION OF PROJECT  
TO BE  
MITIGATED**

East Linda Specific Plan Area of unincorporated Yuba County, approximately 2.5 miles south east of the City of Marysville. Comprised of 50 acres. Zoned SP PF under Yuba County Zoning Ordinances (2008). Project address is 2176 Hammonton-Smartsville Road, Yuba County, California

\*\*\*\*\*

## Exhibit "B"

**BILL OF SALE**

Permit #SPK-2009-01499

In consideration of **\$13,000**, receipt of which is hereby acknowledged, COLUSA BASIN MITIGATION BANK does hereby bargain, sell and transfer to MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT (Project Applicant), **0.104 wetland credits** in the Colusa Basin Mitigation Bank in Colusa County, California, developed, and approved by the U. S. Fish and Wildlife Service, U.S. Army Corps of Engineers, and California Department of Fish and Wildlife.

Westervelt Ecological Services (Bank Owner) represents and warrants that it has good title to the credits, has good right to sell the same, and that they are free and clear of all claims, liens, or encumbrances.

Westervelt Ecological Services (Bank Owner) covenants and agrees with the buyer to warrant and defend the sale of the credits hereinbefore described against all and every person and persons whomsoever lawfully claiming or to claim the same.

DATED: \_\_\_\_\_

Westervelt Ecological Services, LLC  
Colusa Basin Mitigation Bank Sponsor

By: \_\_\_\_\_

Exhibit "C"  
Colusa Basin Mitigation Bank  
**PAYMENT RECEIPT**

**PARTICIPANT INFORMATION**

Name: Marysville Joint Unified School District  
Address: 1919 B Street  
Marysville, CA 95901  
Telephone: 530.749.6151  
Contact: Cynthia Jensen, Director of Facilities and Energy Management

**PROJECT INFORMATION**

Project Description: East Linda Specific Plan – 50 Acres  
Permit No.: SPK-2009-01499  
Species/Habitat Affected: Wetlands  
Credits to be Purchased: Seasonal Wetlands  
Payment Amount: \$13,000  
Project Location: Yuba County  
County/Address: Yuba County

**PAYMENT INFORMATION**

Payee: Westervelt Ecological Services  
Payer: Marysville Joint Unified School District  
Amount: Thirteen Thousand Dollars (\$13,000)

Method of payment: Cash \_\_\_\_ Check No. \_\_\_\_ Money Order No. \_\_\_\_

Received by: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_ Title: \_\_\_\_\_





# MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

## AGREEMENT FOR INSPECTION SERVICES

PROJECT: South Lindhurst High School Portable Addition

This agreement is made and entered into on this **10<sup>th</sup> day of February, 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.

109

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: \$18,200.

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.

110

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  
Alan S. Brooks, Class I DSA Inspector

1/5/15  
Date



## PROJECT AUTHORIZATION FOR PROFESSIONAL SERVICES

Project Authorization No.: 17  
Date of Project Authorization: January 26<sup>th</sup>, 2015  
Architect's Project No.: 142800.00

This Project Authorization is issued pursuant to the "Architectural Services Agreement – Master Agreement", dated **December 9<sup>th</sup>, 2014** by and between the Marysville Joint Unified School District and Williams + Paddon (hereinafter referred to as the 'Agreement'), and is considered as an integral part of said Agreement, subject to all provisions and conditions thereof.

The Marysville Joint Unified School District (hereinafter referred to as the 'DISTRICT') does hereby authorize Williams + Paddon (hereinafter referred to as the 'Architect') to provide professional services on the following project:

### 1. PROJECT DESCRIPTION

- 1.1 Name: South Lindhurst High School  
Portable Classroom Addition
- 1.2 Location(s): 4446 Olive Drive, Olivehurst, CA 95901

### 2. SCOPE OF WORK / BUDGET / SCHEDULE

#### 2.1 WORK STATEMENT (NEW MODULAR CLASSROOM):

Williams + Paddon will:

- 2.1.1 Participate in an initial site visit to observe existing conditions, discuss goals and objectives, schedule, etc.
- 2.1.1 Cross check owner provided DSA application 182 assigned and shown on a campus wide site plan exhibit.
- 2.1.2 Review owner provided current drawings showing underground utilities including but not limited to: drainage, sewer, landscaping, data/communication, electrical/power.
- 2.1.3 Prepare Construction Documents:
- a. Architectural Plans: Site Plan showing the location of the new portable with dimensions to existing structures, path of travel to existing accessible parking stalls, removal and relocation of fencing, details, and other notes to identify key site features.
- b. Civil grading and drainage plans with details associated with:
1. New modular classroom building
2. Mitigation of drainage issues associated with the existing modular classroom (DSA 02-109029) located north of the existing basket ball court at South Lindhurst High School.
- 2.1.5 Prepare project specifications
- 2.1.6 Agency processing (DSA, CDE, and others as applicable).
- 2.1.7 Obtain approval/meeting with local fire agency
- 2.1.8 Address questions during bidding and negotiations
- 2.1.9 Construction Administration including:
- (1) Answering Requests for Information (RFI's), Review Submittals, etc.
- (2) Attend one (1) pre construction meeting
- (3) Attend one (1) pre bid meeting
- (3) Attend construction meetings (assume 2 meetings)
- (4) Attend one (1) punch list walk.

## PROJECT AUTHORIZATION FOR PROFESSIONAL SERVICES

2.2.0 Project Close Out with MJUSD and DSA

### 2.2 WORK STATEMENT (EXISTING MODULAR CLASSROOM LEGACY CLOSEOUT):

Williams + Paddon will:

2.1.1 Research, compile, and/or prepare documentation necessary for DSA closeout of (2) existing and occupied modular classrooms identified on attachment 17.1 as buildings 'X' and 'W'.

2.3 Initial Construction Budget: Approximately \$ 105,000 (estimate)

2.4 Preliminary Schedule Milestones: Construction completed August 2015

### 3. ARCHITECT'S SERVICES & CONSULTANTS

3.1 The Architect/Engineer shall provide basic services for the following phases of Services:

<u>X</u>	Pre-Design
<u>X</u>	Site Analysis
<u>X</u>	Schematic Design
<u>X</u>	Design Development
<u>X</u>	Construction Documents (1 site and 2 legacy Project at LHS)
<u>X</u>	Bidding and/or Negotiation
<u>X</u>	Construction Administration
<u>n/a</u>	Post-Construction
<u>    </u>	Other:

3.2 The Architect shall provide the following consultant services as part of the base fee:

<u>X</u>	Civil Engineer
<u>n/a</u>	Structural Engineer
<u>n/a</u>	Mechanical/Plumbing Engineer
<u>X</u>	Electrical Engineer
<u>n/a</u>	Landscape Architect
<u>n/a</u>	Food Service Consultant

3.3 The Architect shall provide the following consultant services as additional fee (fee basis to be identified herein):

<u>n/a</u>	Theater Consultant
<u>n/a</u>	Audio/Visual Consultant
<u>n/a</u>	Acoustic Engineer/Designer
<u>n/a</u>	Traffic Engineer
<u>n/a</u>	Pool Consultant
<u>n/a</u>	Energy Consultant

113

## PROJECT AUTHORIZATION FOR PROFESSIONAL SERVICES

- 3.4 Services Excluded: Those in association with items identified as n/a in part 3.2 and 3.3 above. In addition, should the need be determined by DSA for special inspections, data, calculations, site observations and or reports be necessary for the closeout of the (2) legacy project modular classrooms, this will shall be provided by the District as determined necessary by DSA.

### 4. ARCHITECT'S COMPENSATION

The following shall represent the method and/or amount of compensation to be paid to the Architect by the DISTRICT for the Project.

- 4.1 The Architect shall provide professional services for the Project in accordance with the Terms and Conditions of the Agreement and this Project Authorization.

- 4.2 The DISTRICT shall compensate the Architect in accordance with the Agreement and this Authorization.

- 4.2.1 For Architect's Services, compensation shall be computed as follows for scope identified in Work Statement 2.1:

A fixed fee of .....\$24,880

- 4.2.2 For Architect's Services, compensation shall be computed as follows for scope identified in Work Statement 2.2:

Time Expended Estimated at.....\$5,000

- 4.2.3 For Additional Services, compensation shall be determined per the Agreement.

- 4.2.4 For Reimbursable Expenses, compensation shall be determined per the Agreement.

- 4.2.5 The Architect's Compensation as described herein is based upon authorization of work within 30 days of the draft date of this document and completion of the work and as indicated on the project schedule

## PROJECT AUTHORIZATION FOR PROFESSIONAL SERVICES

### 5. ADDITIONAL SERVICES / SPECIAL PROVISIONS

5.1 The Architect shall be paid additional fee for the following services:

None

5.2 Special provisions for this project include:

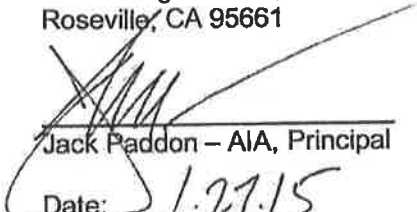
None

This Project Authorization is hereby approved.

Marysville Joint Unified School District

Owner \_\_\_\_\_ Ryan DiGiulio  
Date: 2/10/15 Asst. Supt. of Business Services

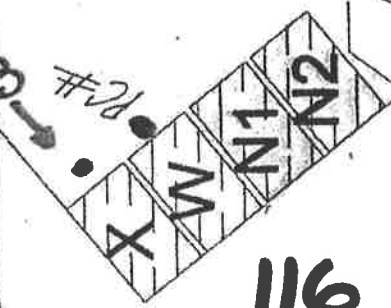
Williams + Paddon Architects + Planners, Inc.  
2237 Douglas Blvd., Ste. 160  
Roseville, CA 95661

  
\_\_\_\_\_  
Jack Paddon – AIA, Principal

Date: 1.27.15

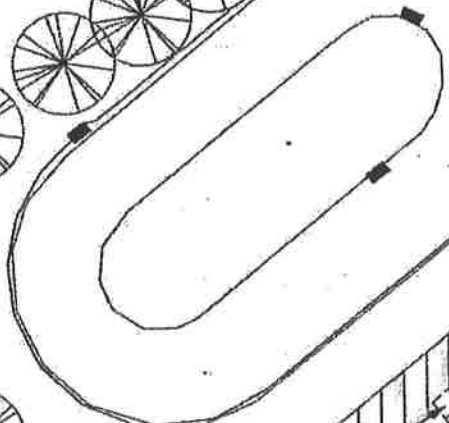
115

Handy Under Rock Creek Elem. School Dist.  
Duluth University Elem. School



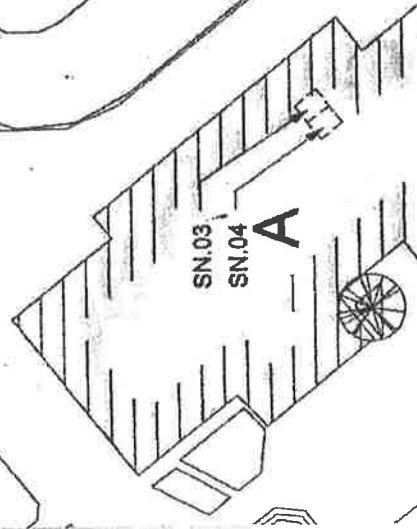
116

(E) FIRE HYDRANT



(E) PARKING LOT 1

OLIVE COURT



(E) PARKING LOT 4



## PROJECT AUTHORIZATION FOR PROFESSIONAL SERVICES

Project Authorization No.: 18  
Date of Project Authorization: January 26<sup>th</sup>, 2015  
Architect's Project No.: 150300.00

This Project Authorization is issued pursuant to the "Architectural Services Agreement – Master Agreement", dated **December 9<sup>th</sup>, 2014** by and between the Marysville Joint Unified School District and Williams + Paddon (hereinafter referred to as the 'Agreement'), and is considered as an integral part of said Agreement, subject to all provisions and conditions thereof.

The Marysville Joint Unified School District (hereinafter referred to as the 'DISTRICT') does hereby authorize Williams + Paddon (hereinafter referred to as the 'Architect') to provide professional services on the following project:

### 1. PROJECT DESCRIPTION

- 1.1 Name: Lindhurst High School  
Bus Loop
- 1.2 Location(s): 4446 Olive Drive, Olivehurst, CA 95901

### 2. SCOPE OF WORK / BUDGET / SCHEDULE

#### 2.1 WORK STATEMENT:

Williams + Paddon will:

- 2.1.1 Participate in an initial site visit to observe existing conditions, discuss goals and objectives, schedule, etc.
- 2.1.1 Cross check owner provided DSA application 182 assigned and shown on a campus wide site plan exhibit.
- 2.1.2 Review owner provided current drawings showing underground utilities including but not limited to: drainage, sewer, landscaping, data/communication, electrical/power. Review owner provided topographic survey information for existing grades, utilities, surface infrastructure and features, easements, etc.
- 2.1.3 Prepare Construction Documents:
  - a. Architectural Site Plan showing minor demolition if needed, location of (2) new trash enclosures, extent of work to modernize existing bus loop, ADA path located adjacent to and transversing through bus loop, details.
  - b. Civil grading and drainage plans with details associated with modernization of existing bus loop.
- 2.1.5 Prepare project specifications
- 2.1.6 Agency processing (DSA, CDE, and others as applicable).
- 2.1.7 Obtain approval/meeting with local fire agency
- 2.1.8 Address questions during bidding and negotiations
- 2.1.9 Construction Administration including:
  - (1) Answering Requests for Information (RFI's), Review Submittals, etc.
  - (2) Attend one (1) pre construction meeting
  - (3) Attend one (1) pre bid meeting
  - (3) Attend construction meetings (assume 4 meetings)
  - (4) Attend one (1) punch list walk.

117

## PROJECT AUTHORIZATION FOR PROFESSIONAL SERVICES

2.2.0 Project Close Out with MJUSD and DSA

2.3 Initial Construction Budget: Approximately \$ 250,000 (estimate)

2.4 Preliminary Schedule Milestones: Construction completed August 2015

### 3. ARCHITECT'S SERVICES & CONSULTANTS

3.1 The Architect/Engineer shall provide basic services for the following phases of Services:

X Pre-Design  
X Site Analysis  
X Schematic Design  
X Design Development  
X Construction Documents  
X Bidding and/or Negotiation  
X Construction Administration  
n/a Post-Construction  
       Other:

3.2 The Architect shall provide the following consultant services as part of the base fee:

X Civil Engineer  
X Structural Engineer  
n/a Mechanical/Plumbing Engineer  
n/a Electrical Engineer  
n/a Landscape Architect  
n/a Food Service Consultant

3.3 The Architect shall provide the following consultant services as additional fee (fee basis to be identified herein):

n/a Theater Consultant  
n/a Audio/Visual Consultant  
n/a Acoustic Engineer/Designer  
n/a Traffic Engineer  
n/a Pool Consultant  
n/a Energy Consultant

3.4 Services Excluded: Those in association with items identified as n/a in part 3.2 and 3.3 above. In addition, the following is not part of the basic scope of services and will be provide by the District:

- a. Preparation of a geotechnical report with recommendations for structural paving sections to be used by the Civil Engineer in their design work.
- b. Topographic survey of exiting grades and utilities.

118

## PROJECT AUTHORIZATION FOR PROFESSIONAL SERVICES

### 4. ARCHITECT'S COMPENSATION

The following shall represent the method and/or amount of compensation to be paid to the Architect by the DISTRICT for the Project.

4.1 The Architect shall provide professional services for the Project in accordance with the Terms and Conditions of the Agreement and this Project Authorization.

4.2 The DISTRICT shall compensate the Architect in accordance with the Agreement and this Authorization.

4.2.1 For Architect's Services, compensation shall be computed as follows for scope identified in Work Statement 2.1:  
A fixed fee of .....\$36,200

4.2.2 For Additional Services, compensation shall be determined per the Agreement.

4.2.3 For Reimbursable Expenses, compensation shall be determined per the Agreement.

4.2.4 The Architect's Compensation as described herein is based upon authorization of work within 30 days of the draft date of this document and completion of the work and as indicated on the project schedule

119

## PROJECT AUTHORIZATION FOR PROFESSIONAL SERVICES

### 5. ADDITIONAL SERVICES / SPECIAL PROVISIONS

5.1 The Architect shall be paid additional fee for the following services:

None

5.2 Special provisions for this project include:

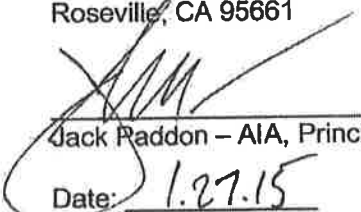
None

This Project Authorization is hereby approved.

Marysville Joint Unified School District

Owner \_\_\_\_\_ Ryan DiGiulio  
Date: 2/10/15 Asst. Supt. of Business Services

Williams + Paddon Architects + Planners, Inc.  
2237 Douglas Blvd., Ste. 160  
Roseville, CA 95661

  
\_\_\_\_\_  
Jack Paddon – AIA, Principal

Date: 1.27.15

120

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT  
1919 B STREET – MARYSVILLE, CA 95901

# ARCHITECTURAL SERVICES AGREEMENT

Master Agreement

Rainforth Grau Architects, Inc.

This ARCHITECTURAL SERVICES AGREEMENT, hereinafter referred to as "AGREEMENT", is made and entered into this 10<sup>th</sup> day of February in the year 2015 between **MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT**, hereinafter referred to as "DISTRICT", and **RAINFORTH GRAU ARCHITECTS, INC.**, a California Corporation, hereinafter referred to as "ARCHITECT."

The DISTRICT and ARCHITECT agree that the Master Agreement will be a singular document and each project thereafter will be described and authorized by an individual "Project Authorization for Professional Services" (PA) (See Appendix A for a sample PA).

DISTRICT will require various professional services related to:

1. Planning, programming, design, and construction administration of school and DISTRICT support facilities for development on sites as determined by the DISTRICT; including re-use of plans;
2. Renovation, rehabilitation, demolition, reconstruction, modernization, and additions to facilities at various sites as determined by the DISTRICT;
3. Investigation, study, selection, and planning of future school sites and related facilities;
4. Educational specifications and programming of existing and future facilities; and,
5. General consulting, professional opinion statements, and other work as authorized by the DISTRICT.

The DISTRICT is desirous of retaining the ARCHITECT to perform such professional services on selected projects (each hereinafter referred to as the "Project") as requested and authorized by a specific Project Authorization prepared and submitted by the ARCHITECT for approval by the DISTRICT (each hereinafter referred to as the "PA"); the ARCHITECT is willing to provide such professional services for the DISTRICT as may be specified by a PA; and the ARCHITECT is fully licensed to provide Architectural services in conformity with the laws of the State of California.

Now, therefore, the DISTRICT and ARCHITECT agree as follows:

#### **ARTICLE I. PROJECT DESCRIPTION/SCOPE OF WORK**

- A. The DISTRICT shall authorize the ARCHITECT to proceed on each Project with a written PA which:
  1. Provides a description of the type, size and scope of the Project;
  2. States the Project Budget, if determined at this time;
  3. Specifies the Basic Services and/or Additional Services required of the ARCHITECT, including Consultant use;
  4. States method and/or amount of compensation to be paid the ARCHITECT for its services;
  5. States the Project Schedule, if determined at this time; and
  6. Indicates additional or special provisions related to the Project and/or modifications to the Agreement that may pertain to the Project.
- B. PA when signed by the DISTRICT and the ARCHITECT, and approved by the DISTRICT Board of Trustees, shall become an effective and integral part of this Agreement with each and all of the provisions of one such document applying to the other as to the applicable Project, except as specifically modified or set forth to the contrary in the PA
- C. The size of the Project and the type and quality of construction are dependent upon the funds available for the Project. The ARCHITECT will exercise his best judgment in determining the balance between the size of the Project, the type of construction, and the quality of construction to achieve a satisfactory solution within budget limitations.

122

**ARTICLE II      ARCHITECT'S SERVICES AND RESPONSIBILITIES**

1. The ARCHITECT's services shall consist of those services performed by the ARCHITECT, ARCHITECT's employees and ARCHITECT's consultants as enumerated in Articles III and IV of this AGREEMENT, and as further required by Title 24 of the California Code of Regulations.
2. The ARCHITECT's services shall be performed in a manner which is consistent with professional skill and care, in a manner consistent with the degree of care and skill usually exercised by ARCHITECTs in the same or similar community, and in a manner consistent with the orderly progress of the work. The ARCHITECT shall submit for the DISTRICT's approval a schedule for the performance of the ARCHITECT's services. The schedule may be adjusted as the PROJECT proceeds by mutual written agreement of the parties and shall include allowances for time required for the DISTRICT's review and for approval by authorities having jurisdiction over the PROJECT. The time limits established by this schedule shall not, except for reasonable cause, be exceeded by the ARCHITECT. Any delays in ARCHITECT's work because of the actions of the DISTRICT or its employees, those in direct contractual relationship with DISTRICT, by a governmental agency having jurisdiction over the PROJECT, or by an act of God or other unforeseen occurrence, not due to any fault or negligence on the part of ARCHITECT, shall be added to the time for completion of any obligations of ARCHITECT. Neither party shall be liable for damage to the other on account of such delays.

**ARTICLE III      SCOPE OF ARCHITECT'S BASIC SERVICES**

1. The ARCHITECT's basic services consist of those described in this Article, and include structural, civil, landscaping, mechanical and electrical engineering services and other engineering services, mutually agreed to, and necessary to produce a reasonably complete and accurate set of Construction Documents as described in Paragraphs 4, 6-7, and 9-11. Individual PA's may, upon agreement of both parties, include additional consultants. The additional consultants will be an extra cost if so agreed to in writing by both parties.
2. The ARCHITECT shall ascertain the DISTRICT'S needs and the requirements of the PROJECT and shall arrive at a mutual written understanding of such needs and requirements with the DISTRICT, prior to drafting preliminary designs for the Project.
3. The ARCHITECT shall provide a written summary of the DISTRICT's Project, schedule progress, anticipated funding and construction budget requirements, each in terms of the other, subject to the limitations set forth in Article VI. Such evaluation may include alternative approaches to design and construction of the Project, as requested by the DISTRICT.

ARCHITECT shall submit a list of qualified engineers for the Project for the DISTRICT's approval. ARCHITECT shall require that each engineer places his or her name, seal and signature on all drawings and specifications prepared by said engineer.

4. The ARCHITECT shall prepare, for approval by the DISTRICT, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components. ARCHITECT shall use due care to provide that these documents shall comply with applicable laws, statutes, ordinances, codes, rules and regulations currently existing and as amended, enacted, issued or adopted during the project and which are applicable to these documents as determined by the scheduled date for the DSA submittal of project documents. Approval by the DISTRICT shall be deemed to be approval of the concept though not the means, techniques or particular material recommended by the ARCHITECT. The ARCHITECT shall prepare for the DISTRICT's use "2A" and "3A" drawings of the buildings as defined by the Office of Public School Construction and shall assist with preparation of the forms required by the Office of Public School Construction to submit to the State Allocation Board for a School Facilities

Program - Facility Renovation/Modernization or New Construction Grant.

5. The ARCHITECT shall provide the necessary and reasonably complete sets of Schematic Design Documents for DISTRICT review and approval.
6. The ARCHITECT shall submit to the DISTRICT a written preliminary estimate of the Construction Cost and shall advise the DISTRICT, in writing, of any adjustments to the estimate of Construction Cost. The initial estimate and Project budget will be based on commonly accepted industry estimating techniques for school districts.
7. Based on the approved Schematic Design Documents and any adjustments authorized by the DISTRICT, the ARCHITECT shall prepare, for approval by the DISTRICT, Design Development Documents consisting of drawings and other documents to describe the size and character of the PROJECT as to architectural, structural, mechanical, civil and electrical systems, materials, and such other elements as may be appropriate.
8. The ARCHITECT shall provide the necessary and reasonably complete sets of Design Development Documents for DISTRICT review and approval.
9. Based on the approved Design Development Documents, and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the DISTRICT, the ARCHITECT shall prepare, for approval by the DISTRICT, Construction Documents consisting of drawings and specifications setting forth in detail the requirements for the construction of the Project.
10. The ARCHITECT shall provide the necessary and reasonably complete sets of Construction Documents for DISTRICT review and approval. The completeness of the plans will be defined as the normal development of the documents at this stage of the process, understanding that the documents will not be considered complete until bid-ready.
11. The ARCHITECT, if requested to do so, shall prepare all necessary bidding information and bidding forms required by the DISTRICT and shall assist the DISTRICT in preparing the Contractor's contract and general conditions (collectively referred to herein as "Construction Contract Documents"). ALL SUCH CONSTRUCTION CONTRACT DOCUMENTS MAY BE REVIEWED, AT DISTRICT'S OPTION, BY THE DISTRICT'S ATTORNEYS PRIOR TO PUBLICATION, AT DISTRICT'S EXPENSE. Plans or specifications, which include a requirement that the Contractor provide operation manuals and adequate training for the DISTRICT in the operation of mechanical, electrical, heating and air conditioning and other systems installed by the Contractor, shall be part of the bid documents prepared by the ARCHITECT.
12. The ARCHITECT shall provide the necessary complete sets of Construction Contract Documents (as well as any Computer-aided Design, or "CAD", drawings) for DISTRICT and consultant use.
13. The ARCHITECT, following the DISTRICT's approval of the Construction Documents and of the latest estimate of Construction Cost, shall assist the DISTRICT in obtaining bids for the Project, in compliance with the Public Contract Code.
14. The ARCHITECT, if requested to do so, shall assist the DISTRICT in pre-qualifying bidders.
15. If the lowest bid exceeds the budget for the Project, the ARCHITECT, in consultation with and at the direction of the DISTRICT, shall provide such modifications in the Construction Documents as necessary to bring the cost of the Project within 10% of the estimated budget.
16. The ARCHITECT shall file documents required for the approval of governmental authorities having jurisdiction over the Project with the DISTRICT's assistance. The DISTRICT shall reimburse the



ARCHITECT or pay all fees required by such governmental authorities. Such governmental agencies include, but are not limited to: Office of Public School Construction; Division of the State Architect, Office of Regulation Services; State of California Department of Education, Local Fire Department, School Facilities Planning; Yuba County Department of Environmental Health, and the city or county having jurisdiction for the off-site approvals. The DISTRICT shall file the funding applications, if any, with the Office of Public School Construction, and ARCHITECT shall assist DISTRICT with the process, at no extra cost.

17. Any defective designs or specifications furnished by the ARCHITECT shall be promptly corrected by the ARCHITECT at no cost to the DISTRICT. The DISTRICT's approval, acceptance, use of or payment for all or any part of the ARCHITECT's services hereunder or the PROJECT itself shall in no way diminish or limit the ARCHITECT's obligations and liabilities or the DISTRICT's rights.
18. The ARCHITECT's responsibility to provide services for the construction administration of the Project commences with the awarding of any construction contract and terminates at the later of the issuance to the DISTRICT of the final certificate for payment to all Contractors, issuance of a certificate of occupancy, or sixty (60) days after the recording of a Notice of Completion with the County Recorder, unless extended under the terms of Paragraph E.6. of Article X.
19. The ARCHITECT shall provide administration of the construction contract as set forth below. The ARCHITECT shall assist the DISTRICT in coordination of construction performed by separate contractors or by the DISTRICT's own employees.
20. The duties, responsibilities and limitations of authority of the ARCHITECT shall not be restricted, modified or extended without written agreement between the DISTRICT and ARCHITECT.
21. The ARCHITECT shall advise and consult with the DISTRICT during construction. The ARCHITECT shall have authority to act on behalf of the DISTRICT only to the extent provided in this Agreement and the Project General and Supplemental Conditions, unless otherwise modified in writing.
22. The ARCHITECT shall, at request of DISTRICT, conduct a pre-construction meeting with all interested parties, at no additional cost to the DISTRICT.
23. The ARCHITECT shall visit the site at intervals appropriate to the stage of construction, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The ARCHITECT shall attend all construction progress meetings in conjunction with or in addition to visiting the site in satisfaction of other responsibilities. The ARCHITECT shall use reasonable care to guard the DISTRICT against defects and deficiencies in the work and the Contractor's failure to carry out the work in accordance with the Construction Documents and the construction schedule. However, the ARCHITECT shall not be required to make exhaustive or continuous on-site inspections to check the quality or quality of the Work. On the basis of the site visits, the ARCHITECT shall keep the DISTRICT reasonably informed, in writing, about the progress and quality of the portion of the Work completed, and shall promptly report to the DISTRICT (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.
24. The ARCHITECT shall also advise the DISTRICT of any apparent deficiencies in construction following the acceptance of the work by the DISTRICT and prior to the expiration of the guarantee period of the PROJECT.
25. The ARCHITECT shall have access to the work at all times.

26. The ARCHITECT shall attend construction meetings and provide written reports to the DISTRICT after each construction meeting to keep the DISTRICT informed of the progress of the work. Such meetings shall occur at a frequency necessary for the progress of the work, as agreed between DISTRICT and ARCHITECT in writing.
27. The ARCHITECT shall make formal presentations to the Governing Board of DISTRICT, as requested by DISTRICT.
28. The ARCHITECT shall review and certify the amounts due to the Contractor. The ARCHITECT's certification for payment shall constitute a representation to the DISTRICT, based on the ARCHITECT's observations at the site as provided in Paragraph 23 of this Article, that the work has progressed to the point indicated, that quality of the work is in accordance with the Construction Documents and that the Contractor is entitled to payment in the amount certified.
29. The ARCHITECT, in consultation with the DISTRICT, shall recommend rejection of work which does not conform to the Construction Documents. The ARCHITECT, in consultation with the DISTRICT, has authority to require additional inspection or testing of the work in accordance with the provisions of the Construction Documents, whether or not such work is fabricated, installed or completed.
30. The ARCHITECT shall review and approve or take other appropriate action in the manner prescribed in the Construction Documents upon Contractor's submittals of shop drawings, product data, and samples for the purpose of checking for substantive conformance with the Construction Documents. The ARCHITECT's action shall be taken as to cause no delay in the work, while allowing sufficient time in the ARCHITECT's professional judgment to permit adequate review. When certification of performance characteristics of materials, systems or equipment is required by the Construction Documents, the ARCHITECT shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Construction Documents.
31. The ARCHITECT, in consultation with the DISTRICT, shall prepare change orders with supporting documentation and data for the DISTRICT's approval and execution in accordance with the Construction Documents, and, in consultation with the DISTRICT, may authorize minor changes in the work not involving an adjustment in the contract sum or an extension of time. The ARCHITECT shall evaluate and make written recommendations regarding Contractor's proposals for possible change orders.
32. The ARCHITECT shall observe and review the Project to determine the date or dates of substantial completion and the date of final completion, receive and forward to the DISTRICT for the DISTRICT's review all written warranties and related documents required by the Construction Documents and issue a final certificate for payment upon compliance with the requirements of the Construction Documents.
33. After determining the Project is substantially complete, the ARCHITECT shall inspect and review the Project and provide the DISTRICT and Contractor a written list of all known deficiencies, including minor items ("punch-list items"). The ARCHITECT in consultation with the I.O.R. shall notify the Contractor in writing that all deficiencies and punch list items must be corrected prior to acceptance of the Project.
34. The ARCHITECT shall evaluate the performance of the Contractor under the requirements of the Construction Documents when requested in writing by the DISTRICT.
35. The ARCHITECT shall provide services in connection with evaluating substitutions proposed by the Contractor. The DISTRICT reserves the right to approve or disapprove all substitutions.

36. The ARCHITECT shall evaluate and render written recommendations as described in the Construction Documents on all claims, disputes or other matters at issue between the DISTRICT and Contractor relating to the execution or progress of the work as provided in the Construction Documents.
37. The ARCHITECT shall assist the DISTRICT in gathering information, preparing and processing forms required by the governing authorities having jurisdiction over the Project, including but not limited to the Office of Public School Construction; the Division of the State Architect; State of California Department of Education, School Facilities Planning; and Yuba County Department of Environmental Health, in a timely manner and ensure proper Project closeout.
38. The ARCHITECT shall use due professional care to comply with federal, state and local laws, rules, regulations and ordinances that are applicable to the DISTRICT's Project.
39. The ARCHITECT shall provide interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment, at the request of DISTRICT as an additional service.
40. Prior to the commencement of construction work, the ARCHITECT shall assist in-submitting the required forms to the governing authorities having jurisdiction over the Project, in order to obtain approval of the DISTRICT's Project Inspector, as required by Title 24 of the California Code of Regulations.
41. The ARCHITECT shall provide general direction of the work of the DISTRICT's Project Inspector, as required by Title 24 of the California Code of Regulations.
42. The ARCHITECT and the ARCHITECT's consultants shall submit verified reports to the Division of the State ARCHITECT and other oversight agencies, as required by Title 24 of the California Code of Regulations. The ARCHITECT shall also require that the Contractor(s) and Inspector(s) submit verified reports to the governing authorities having jurisdiction over the Project, as required by Title 24 of the California Code of Regulations.
43. The ARCHITECT shall provide final sets of Construction Documents, including but not limited to executed architectural and construction contracts, drawings, specifications, progress payment applications, approved shop drawings, and change orders, complete with all required professional and governmental seals and approval stamps, to the DISTRICT, upon completion of the Construction Phase. The ARCHITECT shall also submit one copy of drawings, specifications, including drawings and specifications issued as addenda or change orders and construction photos if taken in an electronic media format approved by the Office of Public School Construction.
44. Prior to Construction Phase, ARCHITECT shall review and approve all Construction Documents. ARCHITECT shall use due professional care to provide that Construction Documents comply with applicable laws, statutes, ordinances, codes, rules and regulations currently existing as amended, enacted, issued adopted prior to project submittal to DSA which are applicable to these documents. ARCHITECT shall provide that the Construction Documents set forth in detail the requirements for construction of the Project, and that the Construction Documents are proper for use in the construction of the Project.
45. ARCHITECT shall copy DISTRICT on any and all correspondence relating to the Project.
46. The ARCHITECT shall coordinate the delivery from the G.C. of all appropriate written warranties, guarantees, books, diagrams, record drawings ("as-builts as provided by the G.C."), and any other materials required from the contractors and subcontractors.

47. The ARCHITECT shall assist the DISTRICT in preparing the Notice of Completion.
48. **Quality Assurance:** The ARCHITECT shall utilize an in-house Quality Assurance review process on every project prior to bid so that the documents are reasonably complete, thorough and coordinated to the ARCHITECT's standard level of care. The DISTRICT may elect to also utilize a Quality Assurance review process with another firm or vendor. The ARCHITECT agrees to cooperate with the other firm or vendor in the review process. The additional cost of the other firm or vendor will be the responsibility of the DISTRICT. However, the DISTRICT may negotiate, in advance, a fee credit representing any corresponding workload reduction to the ARCHITECT.
49. **Computer Graphics:** The ARCHITECT shall provide graphic representations and presentations of all major projects to the school DISTRICT. As determined by the DISTRICT, this may include 3-dimensional modeling, colored renderings and other graphic materials necessary to fully define and present the project to the school board, community and others. The ARCHITECT shall also provide the DISTRICT with any Computer-aided Design, or "CAD", drawings for all projects.
50. **CHPS:**  
  
If applicable, The ARCHITECT, or Engineer, shall attend at least (4) Collaborative for High Performance Schools ("CHPS") coordination meetings, and shall provide assistance to the DISTRICT, or its consultants, in all phases of the Project.  
  
The ARCHITECT, or Engineer, shall observe CHPS related construction activities, maintain the CHPS Scorecard, and immediately notify the DISTRICT of any potential CHPS Scorecard modifications. At construction completion, the ARCHITECT, or Engineer, shall submit the signed final CHPS Scorecard and required supporting documents.

#### **ARTICLE IV ADDITIONAL ARCHITECT'S SERVICES**

1. The ARCHITECT shall be given additional compensation for the services described in Article IV.
2. ARCHITECT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the ARCHITECT's control. ARCHITECT shall obtain written authorization from the DISTRICT before rendering such services. Compensation for such services shall be subject to prior DISTRICT written approval and approval by the Governing Board of the DISTRICT. Such services shall include:
  - A. Making material revisions in drawings, specifications or other documents when such revisions are required by the enactment or revision of laws, rules or regulations subsequent to the preparation of such documents or inconsistent with written approvals or instructions previously given by the DISTRICT and are due to causes beyond the control of ARCHITECT.
  - B. Providing services required because of significant changes in the Project including, but not limited to, size, quality, complexity, or the DISTRICT's schedule, except for services required under Article VI, Paragraph 11, and except where the ARCHITECT's fee for ARCHITECT's services is based on a percentage of the construction cost and such changes will result in a significant increase in the Construction Cost.
  - C. Preparing drawings, specifications and other documentation and supporting data, and providing other services in connection with change orders required by causes beyond the control of the ARCHITECT, which are not the result of the direct or indirect negligence, errors or omissions on the part of the ARCHITECT.
  - D. Preparing drawings, specifications or change orders required because existing conditions,

such as deterioration or construction which does not comply with the applicable laws, codes and/or regulations, is discovered in the DISTRICT's building(s) at which the Project shall be undertaken, and which is not covered by the Construction Documents, except for services required under Article VI, Paragraph 11, and except where the ARCHITECT's fee for ARCHITECT's services is based on a percentage of the construction cost and such changes will result in a significant increase in the Construction Cost. The ARCHITECT shall prepare and submit to the Division of the State Architect a change order, or a separate set of drawings and specifications, detailing and specifying the required work. The work covered by such change order or drawings and specifications shall not proceed until preliminary written approval is obtained by the Division of the State Architect.

- E. Preparing a set of reproducible record drawings showing significant changes in the work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the ARCHITECT.
  - F. Providing consultation concerning replacement of work damaged by fire and furnishing services required in connection with the replacement of such work.
  - G. Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the work of the Contractor, or by failure of performance of either the DISTRICT or Contractor under the Construction Documents including delays in completion which result in documented additional ARCHITECTS time and which are not the result of the direct or indirect negligence, errors or omissions on the part of ARCHITECT.
  - H. Serving as an expert witness in connection with arbitration, mediation or other legal proceeding, except where the ARCHITECT is a party thereto.
  - I. Providing services in connection with the work of consultants retained by the DISTRICT.
  - J. Providing assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance and consultation during operation.
  - K. Providing contract administration services after the construction contract time has been exceeded through no fault of the ARCHITECT, where it is determined that the fault is that of the Contractor. The ARCHITECT's compensation is expressly conditioned on the lack of fault of the ARCHITECT. ARCHITECT waives any right or claim to liquidated damages.
  - L. If directed by the DISTRICT, the employment of special consultants including any and all consultants not identified in Article III, paragraph 1.
  - M. Providing any other services not otherwise included in this AGREEMENT or not customarily furnished in accordance with generally accepted architectural practice.
3. If authorized in writing by DISTRICT, ARCHITECT shall provide one or more Project Representatives to assist in carrying out more extensive representation at the site than is described in Article III. The Project Representative(s) shall be selected, employed and directed by the ARCHITECT, and the ARCHITECT shall be compensated therefore as agreed by the DISTRICT and ARCHITECT. Through the observations of such Project Representative(s), the ARCHITECT shall endeavor to provide further protection for the DISTRICT against defects and deficiencies in the work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the ARCHITECT as described elsewhere in this Agreement. Such services shall be compensated as follows: negotiated fee and subject to prior written approval by DISTRICT.

**ARTICLE V     DISTRICT RESPONSIBILITIES**

1. The DISTRICT shall provide to the ARCHITECT full information regarding requirements for the Project, including information regarding the DISTRICT's objectives, schedule, constraints and criteria as well as programmatic information as needed to adequately define the project (Educational Specification). The DISTRICT shall also provide as-built drawings if available to the ARCHITECT for all buildings at which the Project shall be undertaken. If the DISTRICT does not have the as-built drawings, the ARCHITECT shall obtain record drawings from the Division of the State Architect. The DISTRICT shall either reimburse the ARCHITECT for ARCHITECT's payment to the Division of the State Architect for obtaining such drawings or make the payment itself.
2. The DISTRICT will prepare a current overall budget for the Project, including the Construction Cost, and a contingency, if any.
3. The DISTRICT shall appoint one primary and one alternate designated representative(s) authorized to act on the DISTRICT's behalf with respect to the Project. The DISTRICT or its authorized representative shall render decisions in a timely manner pertaining to documents submitted by the ARCHITECT.
4. The DISTRICT shall furnish a legal description of the site and surveys describing physical characteristics, legal limitations and utility locations for the site of the Project.
5. The DISTRICT shall give prompt written notice to the ARCHITECT if the DISTRICT becomes aware of any fault or defect in the Project or nonconformance with the Construction Documents. However, the DISTRICT's failure or omission to do so shall not relieve the ARCHITECT of ARCHITECT's responsibilities hereunder and under Title 21, Title 24, and the Field Act, and the DISTRICT shall have no duty to observe, inspect or investigate the Project.
6. The proposed language of certifications requested of the ARCHITECT or ARCHITECT's consultants shall be submitted to the ARCHITECT for review and approval at least fourteen (14) days prior to execution.
7. The DISTRICT shall furnish the services of an Independent Project Inspector. The Project Inspector shall be satisfactory to the ARCHITECT or structural engineer of record, as required by Title 24 of the California Code of Regulations. The ARCHITECT shall submit the appropriate forms to the Division of the State Architect in order to obtain approval of such Project Inspector, as required by Title 24 of the California Code of Regulations.
8. The DISTRICT shall furnish a certified survey of the building site with full information regarding existing structures, rights, zoning and other restrictions, easements, boundaries and contours of the building site and also with respect to sewer, water, gas and electrical services. The DISTRICT shall pay for any borings, test pits and other tests and geotechnical and geohazards reports, if required, for design and engineering.
9. The DISTRICT shall typically provide:
  - A. Environmental investigation, studies and reports required to meet CEQA requirements.
  - B. Legal advice and services required for the project, if authorized by the DISTRICT, and not related to legal advice and services for the benefit of the ARCHITECT and/or consultants.
  - C. SWPPP services if not provided in the construction documents.

D. CDE site approval including DTSC clearance(s).

**ARTICLE VI COST OF CONSTRUCTION**

1. The Construction Cost shall be the total cost or estimated cost to the DISTRICT of all elements of the Project as designed or specified by the ARCHITECT.
2. During the Schematic Design, Design Development and Construction Document phases, Construction Cost shall be determined by the DISTRICT's budget for the Project.
3. When labor or material is furnished by the DISTRICT below its market cost, the Construction Cost shall be based upon current market cost of labor and new material.
4. During the bidding phase, Construction Cost shall be determined by the lowest responsible bid.
5. During construction, Construction Cost shall be determined by the contract sum or as amended by any additive change orders approved by the DISTRICT.
6. Construction Cost does not include the compensation of the ARCHITECT and ARCHITECT's consultants, or other costs which are the responsibility of the DISTRICT. (including, by example, agency fees, testing and inspections, furniture and equipment not included within the Project Documents, contingencies and other non-construction costs).
7. The ARCHITECT's evaluations of the DISTRICT's Project budget, preliminary estimates of Construction Cost and detailed estimates of Construction Cost, if any, represent the ARCHITECT's best judgment as a professional familiar with the construction industry.
8. A fixed limit of Construction Cost shall not be established as a condition of this AGREEMENT by the furnishing, proposal or establishment of a Project budget, unless such fixed limit has been agreed upon in writing and signed by the parties hereto.
9. Any Project budget or fixed limit of Construction Cost shall be adjusted if the bidding has not commenced within ninety (90) days after the ARCHITECT submits the Construction Documents to the DISTRICT, to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the DISTRICT and the date on which bids are sought for the Project.
10. If the lowest bid received exceeds the fixed limit plus 10% of the Construction Cost (adjusted as provided in paragraph 9), the DISTRICT shall:
  - A. Give written approval of an increase of such fixed limit;
  - B. Authorize rebidding of the Project within a reasonable time;
  - C. If the Project is abandoned, terminate it in accordance with Article IX, Paragraph 3; or
  - D. Cooperate in revising the Project scope and quality as required to reduce the Construction Cost.
11. If the DISTRICT chooses to proceed under Paragraph 10(D), the ARCHITECT, without additional charge, agrees to redesign until the Project is brought within the construction budget set forth in this Agreement. Redesign does not mean phasing or removal of parts of the Project unless agreed in writing by the DISTRICT. Redesign means redesign of the Project with all its component parts to meet the budget set forth in this Agreement.

## **ARTICLE VII ESTIMATE OF PROJECT CONSTRUCTION COSTS**

1. Estimates referred to in Article III shall be prepared on a square foot/unit costs basis, or more detailed computation if deemed necessary by the ARCHITECT, considering prevailing construction costs and including all work for which bids will be received. It is understood that the Project Construction Cost is affected by the labor and/or material market as well as other conditions beyond the control of the ARCHITECT or DISTRICT.

If redesign to within 10% of final estimate does not appear practical based on review of the bids, the ARCHITECT and DISTRICT shall review the scope and estimate in relationship to the bid to determine specific areas that can be adjusted. Based on this analysis, modifications necessary to reduce the costs to meet budget shall be mutually agreed to by both parties.

2. The ARCHITECT shall review the estimate at each phase of his/her services. If such estimates are in excess of the Project budget, the ARCHITECT shall revise the type or quality of construction to come within the budgeted limit at no additional cost to the DISTRICT. ARCHITECT's initial budget and scope limitations shall be realistic and be reviewed with the DISTRICT prior to formalization. Scope changes directed by DISTRICT will require estimate adjustments to reflect addition of work.
3. As estimates often do not take into account last minute additions or modifications to scope, including during addendum periods, the final estimate at bid time is subject to adjustment to reflect these changes.

## **ARTICLE VIII ARCHITECT'S DRAWINGS AND SPECIFICATIONS**

1. DISTRICT acknowledges that the ARCHITECT'S Construction Documents and Record Documents, including electronic files, are instruments of professional service. Nonetheless, the plans, specifications, estimates, programs, reports, models, Computer-aided design ("CAD") drawings and other material prepared by or on behalf of ARCHITECT under this Agreement (collectively the "Documents") shall be and remain the property of DISTRICT, except for any drawing details or specifications that are an integral part of ARCHITECT's general detail library and/or office specifications, pursuant to Section 17316 of the Education Code, whether the Project is completed or not. All Documents shall be delivered to DISTRICT on the earlier of (1) thirty (30) days after final completion date of the Project and after final payment by DISTRICT has been received, or (2) the date of termination of this Agreement for any reason prior to final completion of the Project and after payment by DISTRICT of any sums due has been received, except that, in the event of a default termination by DISTRICT of ARCHITECT, the Documents shall be delivered by ARCHITECT to DISTRICT upon DISTRICT's demand. The Documents may be reproduced and/or used by DISTRICT and its agents, employees, representatives, and assigns, in whole or in part, or in modified form, for all purposes DISTRICT may deem advisable in connection with completion and maintenance of, and additions, modifications to, or modernizations of the Project, without further employment of or payment of any compensation to ARCHITECT; provided, however, that if this Agreement is terminated for any reason prior to completion of the Project and if under such circumstances DISTRICT uses, or engages the services of and directs another ARCHITECT to use, the Documents to complete the Project, DISTRICT agrees to release ARCHITECT from any responsibility for the conformance of the incomplete portions of the Project to the Documents and to hold ARCHITECT harmless from any and all liability, costs, and expenses (including reasonable legal fees and disbursements), relative to claims arising out of matters and/or events which occur subsequent to the termination of this Agreement as a result of causes other than the fault or negligence of ARCHITECT, or anyone for whose acts it is responsible.
2. In addition to the rights to use and re-use the Documents as set forth in this Article 18, DISTRICT shall be permitted to authorize the Contractor or any construction subcontractor, equipment supplier or material supplier to use and reproduce, to the fullest extent necessary, applicable portions of the



Documents appropriate to and for use in their work.

3. In the event DISTRICT ever desires to construct all or part of another wholly unrelated Project which would be essentially identical in design to the Project that is the subject of this Agreement, ARCHITECT agrees to permit re-use of its design and the corresponding contract documents, subject to payment to ARCHITECT of a fair and reasonable re-use fee.
4. Any re-use of the Documents by DISTRICT shall be at DISTRICT'S sole risk and without liability to ARCHITECT. DISTRICT agrees to indemnify and hold harmless ARCHITECT and/or its employees against any damages, liabilities or costs, including reasonable legal fees and disbursements, arising from the unauthorized re-use or modification of the Documents. Submission or distribution of the Documents to meet official regulatory requirements or for similar purposes does not constitute an unauthorized re-use of the Documents.
5. ARCHITECT shall not re-use the Documents without the prior written consent of DISTRICT. Any unauthorized re-use of the Documents by ARCHITECT shall be at ARCHITECT's sole risk and without liability to DISTRICT. ARCHITECT agrees to indemnify and hold harmless DISTRICT against any damages, liabilities or costs, including reasonable legal fees and disbursements, arising from the unauthorized re-use of the Documents.
6. Since the Office of Public School Construction requires that submittal of Construction Documents be made in an electronic format, the ARCHITECT shall also submit to the DISTRICT one (1) one electronically formatted copy of the submittal and another at the completion of the Project, with all revisions, updates and record data. The electronically formatted copies of the submittals provided to the DISTRICT and all information contained therein shall be and remain the property of the DISTRICT pursuant to Education Code Section 17316.

#### ARTICLE IX TERMINATION

1. This Agreement may be terminated without cause by the DISTRICT upon not less than ten (10) days written notice to the ARCHITECT. This Agreement may be terminated by either party upon not less than ten (10) days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.
2. If the Project is suspended by the DISTRICT for more than ninety (90) consecutive days, the ARCHITECT shall be compensated for services satisfactorily performed prior to such suspension. When the Project is resumed, the ARCHITECT's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the ARCHITECT's services. The Project shall not be considered suspended during the time period that the Project and/or Project Documents, including but not limited to all forms, applications, drawings and/or specifications, are being considered by the governing authorities having jurisdiction over the Project, including but not limited to the Office of Public School Construction and the Division of the State Architect.
3. If the DISTRICT abandons the Project for more than ninety (90) consecutive days, the ARCHITECT shall be compensated for services satisfactorily performed prior to the abandonment and ARCHITECT may terminate this Agreement by giving not less than ten (10) days written notice to the DISTRICT. The Project shall not be considered abandoned during the time period that the Project and/or Project Documents, including but not limited to all forms, applications, drawings and/or specifications, are being considered by the governing authorities having jurisdiction over the Project, including but not limited to the Office of Public School Construction and the Division of the State Architect.
4. The DISTRICT's failure to make payments to the ARCHITECT in accordance with this

Agreement shall be considered substantial nonperformance and cause for termination by the ARCHITECT.

5. Insolvency of the ARCHITECT shall be considered substantial nonperformance and cause for termination by the DISTRICT.
6. In the event the DISTRICT fails to make timely payment, and after supplying all supporting documents requested by the DISTRICT, the ARCHITECT may, upon thirty (30) days written notice to the DISTRICT, suspend performance of services under this AGREEMENT. Unless payment in full is received by the ARCHITECT within thirty (30) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the ARCHITECT shall have no liability to the DISTRICT for delay or damage caused the DISTRICT because of such suspension of services.
7. In the event of termination not due to the fault of ARCHITECT, the ARCHITECT shall be compensated for services satisfactorily performed up until the date of notice of termination, plus any reimbursable expenses then due.
8. The DISTRICT and ARCHITECT agree that if the DISTRICT does not receive State funding for the Project, the DISTRICT may terminate this Agreement and neither party shall have any obligations whatsoever to the other party under this Agreement.

#### ARTICLE X COMPENSATION TO THE ARCHITECT

The DISTRICT shall compensate the ARCHITECT in one of the following methods:

- A. For designated services, as described in the PA, compensation shall be computed by one or more of the following methods for the particular services determined in advance by the ARCHITECT and DISTRICT. The parties hereto mutually agree to an annual review of Compensation Methods to consider appropriate adjustments in the percentage amounts stated therein.
  1. Percentage of Construction Cost for New Construction and Additions:  
Compensation shall be based upon a percentage of construction cost as follows:
    - A. Nine percent (9%) of the first One Million Dollars (\$1,000,000) of computed cost.
    - B. Eight and one-half percent (8-1/2%) of the next One Million Dollars (\$1,000,000) of computed cost.
    - C. Eight percent (8%) of the next One Million Dollars (\$1,000,000) of computed cost.
    - D. Seven percent (7%) of the next Four Million Dollars (\$4,000,000) of computed cost.
    - E. Six percent (6%) of the next Four Million Dollars (\$4,000,000) of computed cost.
    - F. Five and one-half percent (5.5%) of computed cost in excess of Eleven Million Dollars (\$11,000,000).
    - G. Four percent (4%) of the first Forty thousand Dollars (\$40,000) of the cost of factory built portables. (Building cost only, all non-building costs and building costs beyond Forty Thousand Dollars (\$40,000) shall be included in Items A-F above). This is for standard buildings only and does not include custom or modified buildings.
  2. Compensation for Re-use of Plans for new construction and addition projects shall be reduced from the full fee calculation to reflect savings due to re-use of existing documents as follows:
    - A. 35% fee or otherwise mutually agreed reduction for buildings only during Schematic Design Phase.
    - B. 35% fee or otherwise mutually agreed reduction for buildings only during Design

Development Phase.

- C. 35% fee or otherwise mutually agreed reduction for buildings only during Construction Document Phase.
  - D. All other fees for buildings (DSA approval, Bidding and Construction Administration) shall be full fee.
  - E. All fees related to the site development work shall be full fee.
  - F. Design and engineering modifications due to program changes as required by the DISTRICT, or code changes enacted subsequent to original plan approval, shall be billed as additional services or Re-use Fee reduction shall be adjusted to a mutually agreeable percentage to account for such changes.
3. Percentage of Construction Cost for Modernization, Renovation and Rehabilitation: Compensation shall be based upon a percentage of construction cost as follows:
- A. Twelve percent (12%) of the first One Million Dollars (\$1,000,000) of computed cost.
  - B. Eleven and one-half percent (11-1/2%) of the next One Million Dollars (\$1,000,000) of computed cost.
  - C. Eleven percent (11%) of the next One Million Dollars (\$1,000,000) of computed cost.
  - D. Ten percent (10%) of the next Four Million Dollars (\$4,000,000) of computed cost.
  - E. Nine percent (9%) of the next Four Million Dollars (\$4,000,000) of computed cost.
  - F. Eight percent (8%) of computed cost in excess of Eleven Million Dollars (\$11,000,000).
4. Stipulated Sum for Various Projects: Compensation as a Stipulated Sum shall be established at the time each PA is prepared.
5. Hourly Billing Rates for Various Projects: Compensation for services rendered by principals and employees shall be based upon the rates as stated on the ARCHITECT's currently dated "Hourly Billing Classification Rates Schedule" which shall be attached to and made a part of each PA. This schedule of billing rates is subject to annual adjustments by the ARCHITECT, whereby the ARCHITECT shall inform the DISTRICT, in writing, of said adjustment, if any, which shall then be the prevailing rates applied to the Project(s) so authorized.
6. Determination of Designated Services shall be as identified for each Project on the PA forms wherein all services to be provided which are not indicated as Designated Services shall be considered Additional Services for the Project authorized. Additional services, such as those required by energy regulations shall be deemed additional services and indicated in the Project PA.
7. If the scope of the Project or the ARCHITECT's Services is changed materially, the amounts of compensation shall be equitably adjusted, by mutual written agreement.
8. Computed Cost: The total award from the initial construction contract(s), plus the cost of all approved additive contract change orders with the exception of items resulting from errors and omissions on the part of the ARCHITECT.
- B. The DISTRICT further agrees to pay the ARCHITECT compensation for extra services as follows:
- 1. Each portion of the Project let separately on a segregated bid basis shall be considered a

separate Project for purposes of determining the fee.

2. Six percent (6%) of the cost of furnishings, equipment or other articles incorporated in the construction documents by the ARCHITECT and not included in the construction contract (items planned, designed and engineered as part of the documents but excluded from the bid and construction contract; F&E not included in the documents is not subject to ARCHITECT fees).
  3. If any portions of the Project that are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions.
  4. Expenses of renderings, models, and mock-ups requested by the DISTRICT.
  5. Expense of special consultants not outlined in the PA, such as those required if certain energy regulations are applicable to the Project.
- C. Reimbursement at cost shall be paid to the ARCHITECT for:
1. Approved reproduction of drawings and specifications in excess of the "necessary complete sets" as referenced elsewhere in this Agreement.
  2. Fees advanced for securing approval of authorities having jurisdiction over the Project.
- D. Payments in event of the following circumstances shall be:
1. Deferred Bids: Upon receipt of the bids on all or a portion of the Project the compensation shall be adjusted to conform to the acceptable bid.
  2. Delayed Completion of Liquidated Damages: The ARCHITECT's compensation shall be paid at the time and in the amount noted, notwithstanding a delay in completion of the Project or the reduction in the final construction cost by reason of penalties, liquidated damages or other amounts withheld from the construction contractor.

Computed costs will be the total award from the initial construction contract(s), plus the cost of all approved additive contract change orders with the exception of items resulting from errors and omissions on the part of the ARCHITECT.

E. Payment to the ARCHITECT will be as follows:

1.

A.	Schematic Design Phase: Twenty Five Percent	(25%)
B.	Design Development Phase: Fifteen Percent	(15%)
C.	Construction Documents Phase: Twenty Five Percent	(25%)
D.	DSA Submittal: Two and One Half Percent	(2.5%)
E.	Bidding: Two and One Half Percent	(2.5%)
F.	Construction Phase: Twenty Percent	(20%)
G.	Completion of Construction and	
	<u>Project Acceptance by District Board: Five Percent</u>	<u>(5%)</u>
H.	Total Compensation: One Hundred Percent	(100%)
2. This compensation shall be compensation in full for all services performed by the ARCHITECT under the terms of this Agreement, except where additional compensation is agreed upon between the ARCHITECT and DISTRICT in writing as provided for as additional services.
3. Payments for ARCHITECT services shall be made monthly and, where applicable, shall be in proportion to services performed within each phase of service, on the basis set forth in Paragraph 1 of this Article. Invoices will be sent by ARCHITECT in electronic format.
4. Payments are due and payable upon receipt of the ARCHITECT's invoice. Amounts unpaid

sixty (60) days after the invoice date shall bear interest at the rate of one percent (1.0%) per month or at the legal rate prevailing at the time at the site of the Project, whichever is less. Notwithstanding the above, if DISTRICT, in good faith, disputes an invoice submitted by ARCHITECT, DISTRICT shall be entitled to withhold the disputed amount, without incurring interest on the disputed amount. However, DISTRICT shall be obligated to release the undisputed amount pending resolution of the dispute with ARCHITECT.

5. When ARCHITECT's compensation is based on a percentage of Construction Cost and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent actual services are performed on those portions, in accordance with the schedule set forth in Paragraph 1 based on the lowest bona fide bid or ARCHITECT's latest estimate when bids are not received.
6. To the extent that the time initially established for the completion of ARCHITECT's services is exceeded or extended through no fault of the ARCHITECT, compensation for any services rendered during the additional period of time shall be computed as follows: negotiated and subject to prior approval by the DISTRICT.

#### **ARTICLE XI REIMBURSABLE EXPENSES**

1. Reimbursable expenses are in addition to compensation for basic and additional services, and include expenses incurred by the ARCHITECT, the ARCHITECT's employees and consultants in the interest of the Project, as identified in the following clauses:
  - A. Approved reproduction of drawings and specifications in excess of the "necessary complete sets" as referenced elsewhere in this AGREEMENT, which includes sets of construction documents, all progress prints and specifications for use by DISTRICT, G.C., bidders, contractors, agencies, as-builts and submittal reproductions, and other sets when directed by the DISTRICT.
  - B. Fees advanced for securing approval of authorities having jurisdiction over the Project.
2. Reimbursable expenses shall be paid to ARCHITECT for the amounts actually incurred by ARCHITECT, with the exception of the following:
  - A. Consultant services not included in #1 shall be paid at cost plus ten percent (10%).
3. Individual expenses exceeding \$1000 and incurred by the ARCHITECT and ARCHITECT's employees and consultants in the interest of the Project shall have prior DISTRICT written approval before incurred. All records of such expenses shall be provided to DISTRICT for the DISTRICT'S review.
4. Documentation of all reimbursable expenses must be attached to all invoices presented to the DISTRICT for payment. This includes, but is not limited to, consultants and engineers.

#### **ARTICLE XII ACCOUNTING RECORDS OF THE ARCHITECT**

1. ARCHITECT shall maintain records of direct personnel and reimbursable expenses pertaining to ARCHITECT's services under this Agreement. ARCHITECT shall maintain all records of accounts between the DISTRICT and Contractor on a generally recognized accounting basis. All such records shall be available to the DISTRICT or its authorized representative for inspection or audit at any reasonable time. ARCHITECT shall maintain all records concerning the Project for a period of three (3) years after its completion and upon successful completion of an audit by the Office of Public School Construction.

**ARTICLE XIII MISCELLANEOUS**

1. The ARCHITECT shall make a written record of all meetings, conferences, discussions and decisions made between or among the DISTRICT, ARCHITECT and Contractor during all phases of the Project and concerning any material condition in the requirements, scope, performance and/or sequence of the work. The ARCHITECT shall provide a copy of such record to the DISTRICT and Contractor upon request.
2. To the fullest extent permitted by law, ARCHITECT agrees to indemnify, hold DISTRICT, its trustees, officers and employees entirely harmless from all liability arising out of:
  - A. Any and all claims under workers' compensation acts and other employee benefit acts with respect to ARCHITECT's employees or his/her subcontractor's employees arising out of ARCHITECT's work under this Agreement; and
  - B. Any and all suits, actions, legal or administrative proceedings, claims, demands, liability, judgments, awards, fines, losses, damages, charges or costs, which arise out of or are in any way connected to ARCHITECT's performance of the obligations covered by this Agreement to the extent caused from any intentional or negligent act, error or omission of ARCHITECT, ARCHITECT's consultants, servants, employees, agents or licensees. Said indemnity is intended to apply during the period of this Agreement of ARCHITECT's performance and shall survive the expiration or termination of this Agreement until such time as action against ARCHITECT on account of any matter covered by such waiver or indemnity is barred by the applicable statute of limitations.
  - C. The ARCHITECT's obligation to indemnify as set forth above shall include, without limitation, any and all such claims, damages, costs for injury to persons and property and death of any person.
3. To the fullest extent permitted by law, DISTRICT agrees to indemnify, hold ARCHITECT, its trustees, officers, employees entirely harmless from all liability arising out of:
  - A. Any and all claims under workers' compensation acts and other employee benefit acts with respect to DISTRICT's employees or his/her subcontractor's employees arising out of DISTRICT's work under this Agreement; and
  - B. Any and all suits, actions, legal or administrative proceedings, claims, demands, liability, judgments, awards, fines, losses, damages, charges or costs, which arise out of or are in any way connected to DISTRICT's performance of the obligations covered by this Agreement to the extent caused from any intentional or negligent act, error or omission of DISTRICT's, DISTRICT's consultants, servants, employees, agents or licensees. Said indemnity is intended to apply during the period of this Agreement of DISTRICT's performance and shall survive the expiration or termination of this Agreement until such time as action against DISTRICT on account of any matter covered by such waiver or indemnity is barred by the applicable statute of limitations.
  - C. The DISTRICT's obligation to indemnify as set forth *above* shall include, without limitation, any and all such claims, damages, costs for injury to persons and property and death of any person.
4. ARCHITECT shall purchase and maintain insurance, as long as this Agreement is in effect, with an insurer or insurers, qualified to do business in the State of California as California admitted carriers and that are acceptable to DISTRICT, policies of insurance, which will protect ARCHITECT and DISTRICT from claims which may arise out of or result from ARCHITECT's actions or inactions relating to the Agreement, whether such actions or inactions be by themselves or by any

subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

- A. Statutory workers' compensation and employers' liability.
- B. Commercial general and automobile liability insurance with limits of not less than TWO MILLION DOLLARS (\$2,000,000.00) combined single limit, bodily injury and property damage liability per occurrence, and TWO MILLION DOLLARS (\$2,000,000.00) aggregate, including:
  - a. owned, if any, non-owned and hired vehicles;
  - b. blanket contractual;
  - c. broad form property damage;
  - d. products/completed operations; and
  - e. personal injury.
- C. Professional liability insurance, including contractual liability, with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per claim / TWO MILLION DOLLARS (\$2,000,000.00) aggregate. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least one (1) year thereafter and/or at rates consistent with the time of execution of this Agreement adjusted for inflation. In the event that ARCHITECT subcontracts or assigns any portion of his/her duties, he/she shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subparagraph. Failure to maintain professional liability insurance is a material breach of this Agreement and grounds for immediate termination.
- D. Each policy of insurance required in (B) above shall name DISTRICT and its trustees, officers, employees and agents as additional insured's; shall state that, with respect to the operations of ARCHITECT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation, non-renewal or reduction in required limits of liability or amount of insurance; and, shall waive all rights of subrogation. ARCHITECT shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, ARCHITECT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event ARCHITECT fails to secure or maintain any policy of insurance required hereby excepting professional liability, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of ARCHITECT, and in such event ARCHITECT shall reimburse DISTRICT upon demand for the cost thereof.
- E. In the event that ARCHITECT subcontracts any portion of ARCHITECT's duties, ARCHITECT shall require any such subcontractor to purchase and maintain insurance coverage for the types of insurance referenced in Paragraphs 3 (A) (B) (C) (D) of this Article, in the amounts which are appropriate with respect to that subcontractor's part of work, and which shall in no event be less than those stated above.
- F. The ARCHITECT shall carry insurance to protect himself from claims of professional errors and omissions in an amount of, identified in 4.C. above, during periods of construction and for three years after filing of the Notice of Completion as long as reasonably available at that time, upon which time, ARCHITECT's liability shall cease, unless caused by the

ARCHITECT's negligence.

- G. The DISTRICT reserves the right to modify the limits and coverage's described herein, with appropriate credits or changes to be negotiated for such changes.
  - H. Any deductibles or self-insured retention exceeding \$50,000 must be declared to and approved by the DISTRICT. At the option of the DISTRICT, either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the DISTRICT, its officers, officials, employees and volunteers, or the ARCHITECT shall procure a bond guaranteeing payment of losses and related investigations, claims administration and legal defense expenses.
  - I. Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the Additional Insured's.
  - J. The ARCHITECT's Insurances shall apply separately to each insured against who claim is made or suit is brought except with respect to the limits of the insurer's liability.
  - K. In accordance with California Education Code Section 17076.11, the DISTRICT has a participation goal for disabled veteran business enterprises (DVBES) of at least three (3) percent per year of funds expended each year by the DISTRICT on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act (Act). This project may use funds allocated under the Act.
  - L. The DISTRICT has determined, pursuant to California Education Code Section 45125.2, based on the scope of the project which is the subject of this Agreement, that ARCHITECT, its subcontractors, and their employees will have only limited contact with pupils at most. ARCHITECT shall promptly notify DISTRICT in writing of any facts or circumstances which might reasonably lead DISTRICT to determine that contact will be more limited as defined by Education Code Section 45125.1(d).
5. ARCHITECT, in the performance of this Agreement, shall be and act as an independent contractor. ARCHITECT understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. ARCHITECT assumes the full responsibility for the acts and/or omissions of his or her employees or agents as they relate to the services to be provided under this Agreement. ARCHITECT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective ARCHITECT's employees.
6. Disputes arising from this Agreement or from the services rendered hereunder shall be submitted to non-binding mediation as a condition precedent to litigation. The mediation process shall provide that both parties select a disinterested third person mediator mutually agreed to by the parties. The mediation shall be commenced within thirty (30) days of the selection of the mediator. If the parties fail to select a mediator within fifteen (15) days of a party submitting a written request for mediation, any party may petition a court of competent jurisdiction in Yuba County to appoint the mediator. The costs of mediation shall be borne equally by the parties.
7. If a lawsuit is filed by a party to this Agreement (after the mediation process is concluded) to enforce or interpret the terms thereof, the prevailing party shall be entitled to recover their costs and



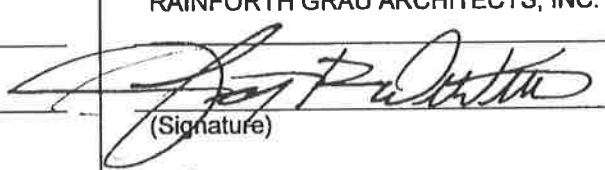
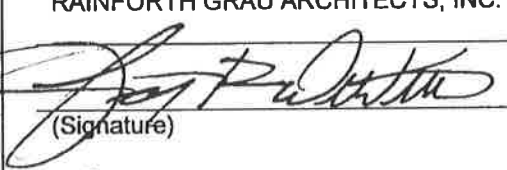
reasonable attorney's fees.

8. Unless otherwise provided in this Agreement, the ARCHITECT and ARCHITECT's consultants shall have no responsibility for identifying the presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including, but not limited to, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.
9. ARCHITECT shall certify pursuant to 40 CFR Section 763.99 (a)(7) that no asbestos containing material was specified as a building material in any construction document for the Project, and will ensure that Contractors provide the DISTRICT with certification that all materials used in the construction of any school building are free from any Asbestos Containing Building Materials ("ACBMs"). This certification shall be part of the final Project submittal.
10. DISTRICT acknowledges that the requirements of the Americans with Disabilities Act ("ADA") will be subject to various and possibly contradictory interpretations. ARCHITECT will use its best professional efforts to interpret applicable ADA requirements.
11. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or ARCHITECT.
12. The DISTRICT and ARCHITECT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this Agreement with respect to the terms of this Agreement. Neither DISTRICT nor ARCHITECT shall assign this Agreement without the written consent of the other.
13. This Agreement shall be governed by the laws of the State of California and venue shall be in the DISTRICT where the Project is located.
14. In the performance of the terms of this Agreement, ARCHITECT agrees that it will not engage in unlawful discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
15. This Agreement represents the entire Agreement between the DISTRICT and ARCHITECT and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only by an agreement in writing signed by both the DISTRICT and the ARCHITECT.
16. Should any provision of this Agreement be declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining parts, terms or provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision shall be deemed not to be a part of this Agreement.
17. None of the provisions of this Agreement shall be considered waived by either party unless such waiver is specifically specified in writing.
18. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.

See Appendix A. for a sample "Project Authorization for Professional Services".

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same document.

This Agreement entered into as of the day and year first written above.

DISTRICT:	ARCHITECT FIRM:
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT	RAINFORTH GRAU ARCHITECTS, INC.
 (Signature)	 (Signature)
Ryan DiGiulio (Print Name)	Timothy R. Delwitt (Print Name)
Asst. Supt. Business Services (Title)	Principal Architect (Title)
2/10/15 (Date)	1.26.15 (Date)

Appendix A.

Sample Document

PROJECT AUTHORIZATION FOR PROFESSIONAL SERVICES

Project Authorization No.:  
Date of Project Authorization:  
ARCHITECT's Project No.:

This Project Authorization is issued pursuant to the "Architectural Services Agreement- Master Agreement", dated \_\_\_\_\_, 20\_\_ by and between the Marysville Joint Unified School District and Rainforth Grau Architects, Inc. (hereinafter referred to as the 'Agreement'), and is considered an integral part of said Agreement, subject to all provisions and conditions thereof.

The Marysville Joint Unified School District (hereinafter referred to as the 'DISTRICT') does hereby authorize Rainforth Grau, Inc. (hereinafter referred to as the 'ARCHITECT') to provide professional services on the following project:

1. PROJECT DESCRIPTION

1.1 Name:

1.2 Location(s):

2. SCOPE OF WORK / BUDGET / SCHEDULE

2.1 Work Statement:

2.2 Initial Construction Budget: Approximately \$

2.3 Preliminary Schedule Milestones: (if known)

3. ARCHITECT'S SERVICES & CONSULTANTS

3.1 The ARCHITECT shall provide basic services for the following phases of Services:

- \_\_\_\_\_ Pre-Design
- \_\_\_\_\_ Site Analysis
- \_\_\_\_\_ Schematic Design
- \_\_\_\_\_ Design Development
- \_\_\_\_\_ Construction Documents
- \_\_\_\_\_ Bidding and/or Negotiation
- \_\_\_\_\_ Construction
- \_\_\_\_\_ Administration Post-
- \_\_\_\_\_ Construction
- Other:

- 3.2 The ARCHITECT shall provide, with the DISTRICT's approval, the following consultant services as part of the base fee:

Civil Engineer:  
Structural Engineer:  
Mechanical/Plumbing Engineer:  
Electrical Engineer:  
Landscape Architect:  
Food Service Consultant:

- 3.3 The ARCHITECT shall provide, with the DISTRICT's approval, the following consultant services as additional fee (fee basis to be identified herein):

Theater Consultant:  
Audio/Visual Consultant:  
Acoustic Engineer/Designer:  
Traffic Engineer:  
Pool Consultant:  
Energy Consultant:

#### 4. ARCHITECT's COMPENSATION

The following shall represent the method and/or amount of compensation to be paid to the ARCHITECT by the DISTRICT for the Project.

- 4.1 The ARCHITECT shall provide professional services for the Project in accordance with the Terms and Conditions of the Agreement and this Project Authorization.
- 4.2 The DISTRICT shall compensate the ARCHITECT in accordance with the Agreement and this Authorization.

4.2.1 For ARCHITECT's Services, compensation shall be computed as follows:

**[EDITOR'S NOTE: Insert fee method from Agreement here.]**

4.2.2 For Additional Services, compensation shall be determined per the Agreement.

4.2.3 For Reimbursable Expenses, compensation shall be determined per the Agreement.

4.2.4 The ARCHITECT's Compensation as described herein is based upon authorization of work within 30 days of the draft date of this document and completion of the work as indicated on the project schedule.

5. ADDITIONAL SERVICES / SPECIAL PROVISIONS

5.1 The ARCHITECT shall be paid additional fee for the following  
services: None OR (edit)

\_\_\_\_\_

5.2 Special provisions for this project include:  
None O R (edit)

\_\_\_\_\_

This Project Authorization is hereby approved, with the listed consultants, if any, in Sections 3.2 and 3.3.

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

\_\_\_\_\_  
Ryan DiGiulio, Assistant Superintendent of Business Services

Date: \_\_\_\_\_

Rainforth Grau Architects, Inc.  
2407 J Street, Suite 202  
Sacramento, CA 95816

\_\_\_\_\_  
Tim DeWitt  
Principal Architect

Date: \_\_\_\_\_

**TENTATIVE AGREEMENT**  
**Between the**  
**MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT**  
**And the**  
**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION #648**  
**For the**  
**2014-2015 SCHOOL YEAR**

The Marysville Joint Unified School District ("District") and the California School Employees Association Chapter #648 ("CSEA#648") have reached a tentative agreement ("TA") on January 23, 15. The TA outlines the economic provision(s) below, as a total compensation package. The terms of this TA shall establish a three (3)-year agreement from July 1, 2014 to June 30, 2017.

The parties agree to the following for the 2014-2015 school year:

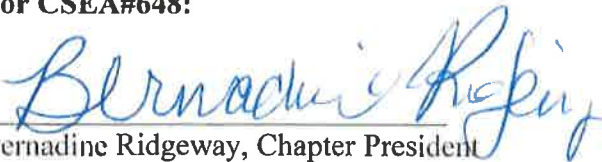
**Salary Schedule:**

- ❖ 2013-14 salary schedules and ranges for each classification and title, within CSEA#648, shall be increased by three point zero percent (3.0%).
- ❖ The 3.0% shall be retroactive to July 1, 2014, if ratified by CSEA#648 members by February 28, 2015. The increase shall be reflected in the subsequent end-of-month pay warrant for each CSEA#648 employee.
- ❖ A "re-opener" provision shall remain in place throughout the remainder of the 2014-15 school year. This re-opener provision shall also provide the CSEA#648 with a "me, too" for the balance of the 2014-15 school year.

**Work Year:**

- ❖ The 2015-16 employee work year calendar shall reflect one (1) additional workday for each of the classifications represented by CSEA#648. The additional workday shall take place in the month of October 2015.

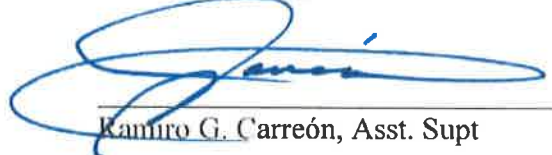
**For CSEA#648:**

  
Bernadine Ridgeway, Chapter President

Date

1-23-15

**For the District:**

  
Ramiro G. Carreón, Asst. Supt

Date

01/23/2015

**PUBLIC DISCLOSURE  
OF PROPOSED COLLECTIVE BARGAINING AGREEMENT**  
in Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR, Title V, Section 15449

Name of School District: Marysville Joint Unified School District  
 Name of Bargaining Unit: CSEA #648  
 Certificated, Classified, Other: Certificated

The proposed agreement covers the period beginning: July 1, 2014 and ending: June 30, 2015  
 (date) (date)

The Governing Board will act upon this agreement on: February 10, 2015  
 (date)

**A. Proposed Change in Compensation**

Compensation	Annual Cost Prior to Proposed Agreement  2014-15 as of 12-9-14	Fiscal Impact of Proposed Agreement		
		Year 1 Increase/(Decrease) Effective 07/01/2014	Year 2 Increase/(Decrease) N/A	Year 3 Increase/(Decrease) N/A
1 <b>Salary Schedule</b> (This is to include Step and Column, which is also reported separately in Item 6.)	\$ 495,884	\$ 14,877		
		3.00%	0.00%	
2 <b>Other Compensation -</b> Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc.		\$ -	\$ -	
		0.00%	0.00%	
<b>Description of Other Compensation</b>				
3 <b>Statutory Benefits -</b> STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 74,518	\$ 7,485	\$ -	
			0.00%	
4 <b>Health/Welfare Benefits</b>	\$ 132,481	\$ -		
		0.00%	0.00%	
5 <b>Total Compensation -</b> Add Items 1 through 4 to equal 5	\$ 702,883	\$ 22,362	\$ -	
		3.00%	0.00%	
6 <b>Step and Column -</b> Due to movement plus any changes due to settlement. This is a subset of Line No. 1.	\$ -	\$ -		
7 <b>Total Number of Represented Employees</b> (Use FTEs if appropriate)	18.00	60.00	1.00	
8 <b>Total Compensation - Average Cost per Employee</b>	\$ 39,049	\$ 1,242	\$ -	
		3.18%	0.00%	

147

9. What was the negotiated percentage increase approved? For example, if the increase in "Year 1" was for less than a full year, what is the annualized percentage of that increase for "Year 1"?

The District agrees to pay CSEA #648 members a salary increase of 3% retroactive to July 1, 2014.

10. Were any additional steps, columns, or ranges added to the schedules? (If yes, please explain.)

N/A

11. Please include comments and explanations as necessary. (If more room is necessary, please attach an additional sheet.)

N/A

12. Does this bargaining unit have a negotiated cap for Health and Welfare benefits? Yes ☒ No ☐

If yes, please describe the cap amount.

District pays \$728 per month per full-time employee for Health & Welfare benefits.

- B. Proposed Negotiated Changes in Noncompensation Items** (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

N/A

- C. What are the specific impacts (positive or negative) on instructional and support programs to accommodate the settlement?** Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

District estimates approximately 100% of the total settlement will be assumed by unrestricted programs.

148



**D. What contingency language is included in the proposed agreement (e.g., reopeners, etc.)?**

A "re-opener" provision shall remain in place throughout the remainder of the 2014-15 school year.

**E. Will this agreement create, or decrease deficit financing in the current or subsequent year(s)?**

"Deficit Financing" is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If yes, explain the amounts and justification for doing so.

No

**F. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.**

N/A

**G. Source of Funding for Proposed Agreement**

**1. Current Year**

The District plans to use a portion of its general fund budget surplus to fund the proposed agreement in the current year.

**2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years (i.e., what will allow the district to afford this contract)?**

N/A

**3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)**

The District has sufficient Fund Balance and anticipates funding the ongoing obligations in subsequent years using revenue generated by the Governor's proposed Local Control Funding Formula (LCFF).

## H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

### Unrestricted General Fund

**CSEA #648**

Bargaining Unit:

	Column 1	Column 2	Column 3	Column 4
	Latest Board Approved Budget Before Settlement (As of 12-09-14)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
<b>REVENUES</b>				
Revenue Limit Sources (8010-8099)	\$ 69,784,121	\$ -	\$ -	\$ 69,784,121
Remaining Revenues (8100-8799)	\$ 2,451,499	\$ -	\$ -	\$ 2,451,499
<b>TOTAL REVENUES</b>	\$ 72,235,620	\$ -	\$ -	\$ 72,235,620
<b>EXPENDITURES</b>				
Certificated Salaries (1000-1999)	\$ 28,344,916	\$ 14,877	\$ -	\$ 28,359,793
Classified Salaries (2000-2999)	\$ 10,080,588		\$ -	\$ 10,080,588
Employee Benefits (3000-3999)	\$ 12,548,377	\$ 7,485	\$ -	\$ 12,555,862
Books and Supplies (4000-4999)	\$ 4,415,788	\$ -	\$ -	\$ 4,415,788
Services, Other Operating Expenses (5000-5999)	\$ 6,132,225	\$ -	\$ -	\$ 6,132,225
Capital Outlay (6000-6599)	\$ 223,431	\$ -	\$ -	\$ 223,431
Other Outgo (7100-7299) (7400-7499)	\$ 233,749	\$ -	\$ -	\$ 233,749
Direct Support/Indirect Cost (7300-7399)	\$ (1,344,854)	\$ -	\$ -	\$ (1,344,854)
<b>TOTAL EXPENDITURES</b>	\$ 60,634,220	\$ 22,362	\$ -	\$ 60,656,582
<b>OPERATING SURPLUS (DEFICIT)</b>	\$ 11,601,400	\$ (22,362)	\$ -	\$ 11,579,038
<b>TRANSFERS IN &amp; OTHER SOURCES (8910-8979)</b>	\$ -	\$ -	\$ -	\$ -
<b>TRANSFERS OUT &amp; OTHER USES (7610-7699)</b>	\$ 11,223	\$ -	\$ -	\$ 11,223
<b>CONTRIBUTIONS (8980-8999)</b>	\$ (8,923,565)	\$ -	\$ -	\$ (8,923,565)
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	\$ 2,666,612	\$ (22,362)	\$ -	\$ 2,644,250
<b>BEGINNING FUND BALANCE</b>	\$ 9,735,747			\$ 9,735,747
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
<b>ENDING FUND BALANCE</b>	\$ 12,402,359	\$ (22,362)	\$ -	\$ 12,379,997
<b>COMPONENTS OF ENDING BALANCE:</b>				
Reserved Amounts (9711-9740)	\$ 455,000	\$ -	\$ -	\$ 455,000
Reserved for Economic Uncertainties (9770)	\$ 2,548,000	\$ 256	\$ -	\$ 2,548,256
Designated Amounts (9775-9780)	\$ 1,542,970	\$ -	\$ -	\$ 1,542,970
Unappropriated Amount (9790)	\$ 7,856,389	\$ (22,618)	\$ -	\$ 7,833,771

\* Please see question #5 on page 7.

**150**

## H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

### Restricted General Fund CSEA #648

Bargaining Unit:

	Column 1	Column 2	Column 3	Column 4
	Latest Board Approved Budget Before Settlement (As of 12-09-14)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
<b>REVENUES</b>				
Revenue Limit Sources (8010-8099)	\$ -	\$ -	\$ -	\$ -
Remaining Revenues (8100-8799)	\$ 13,355,253	\$ -	\$ -	\$ 13,355,253
<b>TOTAL REVENUES</b>	\$ 13,355,253	\$ -	\$ -	\$ 13,355,253
<b>EXPENDITURES</b>				
Certificated Salaries (1000-1999)	\$ 6,587,539	\$ -	\$ -	\$ 6,587,539
Classified Salaries (2000-2999)	\$ 4,229,401	\$ -	\$ -	\$ 4,229,401
Employee Benefits (3000-3999)	\$ 3,418,582	\$ -	\$ -	\$ 3,418,582
Books and Supplies (4000-4999)	\$ 3,785,441	\$ -	\$ -	\$ 3,785,441
Services, Other Operating Expenses (5000-5999)	\$ 2,987,511	\$ -	\$ -	\$ 2,987,511
Capital Outlay (6000-6599)	\$ -	\$ -	\$ -	\$ -
Other Outgo (7100-7299) (7400-7499)	\$ 1,931,720	\$ -	\$ -	\$ 1,931,720
Direct Support/Indirect Cost (7300-7399)	\$ 511,870	\$ -	\$ -	\$ 511,870
<b>TOTAL EXPENDITURES</b>	\$ 23,452,064	\$ -	\$ -	\$ 23,452,064
<b>OPERATING SURPLUS (DEFICIT)</b>	\$ (10,096,811)	\$ -	\$ -	\$ (10,096,811)
<b>TRANSFERS IN &amp; OTHER SOURCES (8910-8979)</b>	\$ -	\$ -	\$ -	\$ -
<b>TRANSFERS OUT &amp; OTHER USES (7610-7699)</b>	\$ 821,983	\$ -	\$ -	\$ 821,983
<b>CONTRIBUTIONS (8980-8999)</b>	\$ 8,923,565	\$ -	\$ -	\$ 8,923,565
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	\$ (1,995,229)	\$ -	\$ -	\$ (1,995,229)
<b>BEGINNING FUND BALANCE</b>	\$ 3,475,102			\$ 3,475,102
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
<b>ENDING FUND BALANCE</b>	\$ 1,479,873	\$ -	\$ -	\$ 1,479,873
<b>COMPONENTS OF ENDING BALANCE:</b>				
Reserved Amounts (9711-9740)	\$ 1,479,873	\$ -	\$ -	\$ 1,479,873
Reserved for Economic Uncertainties (9770)	\$ -	\$ -	\$ -	\$ -
Designated Amounts (9775-9780)	\$ -	\$ -	\$ -	\$ -
Unappropriated Amount (9790)	\$ 0	\$ -	\$ -	\$ 0

\* Please see question #5 on page 7.

## H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

### Combined General Fund

#### CSEA #648

Bargaining Unit:

	Column 1	Column 2	Column 3	Column 4
	Latest Board Approved Budget Before Settlement (As of 12-09-14)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
<b>REVENUES</b>				
Revenue Limit Sources (8010-8099)	\$ 69,784,121	\$ -	\$ -	\$ 69,784,121
Remaining Revenues (8100-8799)	\$ 15,806,752	\$ -	\$ -	\$ 15,806,752
<b>TOTAL REVENUES</b>	\$ 85,590,873	\$ -	\$ -	\$ 85,590,873
<b>EXPENDITURES</b>				
Certificated Salaries (1000-1999)	\$ 34,932,455	\$ 14,877	\$ -	\$ 34,947,332
Classified Salaries (2000-2999)	\$ 14,309,989	\$ -	\$ -	\$ 14,309,989
Employee Benefits (3000-3999)	\$ 15,966,959	\$ 7,485	\$ -	\$ 15,974,444
Books and Supplies (4000-4999)	\$ 8,201,229	\$ -	\$ -	\$ 8,201,229
Services, Other Operating Expenses (5000-5999)	\$ 9,119,736	\$ -	\$ -	\$ 9,119,736
Capital Outlay (6000-6599)	\$ 223,431	\$ -	\$ -	\$ 223,431
Other Outgo (7100-7299) (7400-7499)	\$ 2,165,469	\$ -	\$ -	\$ 2,165,469
Direct Support/Indirect Cost (7300-7399)	\$ (832,984)	\$ -	\$ -	\$ (832,984)
<b>TOTAL EXPENDITURES</b>	\$ 84,086,284	\$ 22,362	\$ -	\$ 84,108,646
OPERATING SURPLUS (DEFICIT)	\$ 1,504,589	\$ (22,362)	\$ -	\$ 1,482,227
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ -	\$ -	\$ -	\$ -
TRANSFERS OUT & OTHER USES (7610-7699)	\$ 833,206	\$ -	\$ -	\$ 833,206
CONTRIBUTIONS (8980-8999)	\$ -	\$ -	\$ -	\$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ 671,383	\$ (22,362)	\$ -	\$ 649,021
BEGINNING FUND BALANCE	\$ 13,210,849			\$ 13,210,849
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
ENDING FUND BALANCE	\$ 13,882,232	\$ (22,362)	\$ -	\$ 13,859,870
<b>COMPONENTS OF ENDING BALANCE:</b>				
Reserved Amounts (9711-9740)	\$ 1,934,873	\$ -	\$ -	\$ 1,934,873
Reserved for Economic Uncertainties (9770)	\$ 2,548,000	\$ 256	\$ -	\$ 2,548,256
Designated Amounts (9775-9780)	\$ 1,542,970	\$ -	\$ -	\$ 1,542,970
Unappropriated Amount - Unrestricted (9790)	\$ 7,856,389	\$ (22,618)	\$ -	\$ 7,833,771
Unappropriated Amount - Restricted (9790)	\$ 0	\$ -	\$ -	\$ 0
Reserve for Economic Uncertainties Percentage	12.25%			12.22%

\* Please see question #5 on page 7.

152

# I. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

## Combined General Fund CSEA #648

Bargaining Unit:

	FY 2014-15	FY 2015-16	FY 2016-17
	Total Current Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
<b>REVENUES</b>			
Revenue Limit Sources (8010-8099)	\$ 69,784,121	\$ 71,559,590	\$ 73,412,732
Remaining Revenues (8100-8799)	\$ 15,806,752	\$ 13,855,649	\$ 13,632,149
<b>TOTAL REVENUES</b>	\$ 85,590,873	\$ 85,415,239	\$ 87,044,881
<b>EXPENDITURES</b>			
Certificated Salaries (1000-1999)	\$ 34,947,332	\$ 35,535,954	\$ 36,209,190
Classified Salaries (2000-2999)	\$ 14,309,989	\$ 14,536,926	\$ 14,769,570
Employee Benefits (3000-3999)	\$ 15,974,444	\$ 16,834,834	\$ 17,918,082
Books and Supplies (4000-4999)	\$ 8,201,229	\$ 5,327,058	\$ 5,420,938
Services, Other Operating Expenses (5000-5999)	\$ 9,119,736	\$ 8,445,199	\$ 8,613,343
Capital Outlay (6000-6999)	\$ 223,431	\$ 920,268	\$ 920,268
Other Outgo (7100-7299) (7400-7499)	\$ 2,165,469	\$ 2,165,469	\$ 2,165,469
Direct Support/Indirect Cost (7300-7399)	\$ (832,984)	\$ (802,497)	\$ (802,497)
<b>TOTAL EXPENDITURES</b>	\$ 84,108,646	\$ 82,963,211	\$ 85,214,363
<b>OPERATING SURPLUS (DEFICIT)</b>	\$ 1,482,227	\$ 2,452,028	\$ 1,830,518
<b>TRANSFERS IN &amp; OTHER SOURCES (8910-8979)</b>	\$ -	\$ -	\$ -
<b>TRANSFERS OUT &amp; OTHER USES (7610-7699)</b>	\$ 833,206	\$ 11,223	\$ 11,223
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	\$ 649,021	\$ 2,440,805	\$ 1,819,295
<b>BEGINNING FUND BALANCE</b>	\$ 13,210,849	\$ 13,859,870	\$ 16,300,675
<b>ENDING FUND BALANCE</b>	\$ 13,859,870	\$ 16,300,675	\$ 18,119,970
<b>COMPONENTS OF ENDING BALANCE:</b>			
Reserved Amounts (9711-9740)	\$ 1,934,873	\$ 1,934,872	\$ 1,934,872
Reserved for Economic Uncertainties - Unrestricted (9770)	\$ 2,548,256	\$ 2,489,233	\$ 2,556,768
Reserved for Economic Uncertainties - Restricted (9770)	\$ -	\$ -	\$ -
Board Designated Amounts (9775-9780)	\$ 1,542,970	\$ -	\$ -
Unappropriated Amounts - Unrestricted (9790)	\$ 7,833,771	\$ 11,580,396	\$ 13,226,344
Unappropriated Amounts - Restricted (9790)	\$ 0	\$ -	\$ -

153

## J. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES

### 1. State Mandated Reserve Standard

		Current FY 2014-15	First Subsequent FY 2015-16	Second Subsequent FY 2016-17
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 84,941,852	\$ 82,974,434	\$ 85,225,586
b.	State Standard Minimum Reserve Percentage for this District Enter percentage:	3.00%	3.00%	3.00%
c.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a times Line b. OR \$50,000	\$ 2,548,256	\$ 2,489,233	\$ 2,556,768

### 2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a.	General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9770)	\$ 2,548,256	\$ 2,489,233	\$ 2,556,768
b.	General Fund Budgeted Unrestricted Unappropriated Amount (9790)	\$ 7,833,771	\$ 11,580,396	\$ 13,226,344
c.	Special Reserve Fund (Fund 17) Budgeted Designated for Economic Uncertainties (9770)	\$ -	\$ -	\$ -
d.	Special Reserve Fund (Fund 17) Budgeted Unappropriated Amount (9790)	\$ -	\$ -	\$ -
g.	Total Available Reserves	\$ 10,382,027	\$ 14,069,629	\$ 15,783,112
h.	Reserve for Economic Uncertainties Percentage	12.22%	16.96%	18.52%

### 3. Do unrestricted reserves meet the state minimum reserve amount?

Current FY 2014-15

Yes ☒

No ☐

First Subsequent FY 2015-16

Yes ☒

No ☐

Second Subsequent FY 2016-17

Yes ☒

No ☐

### 4. If no, how do you plan to restore your reserves?

154

5. Total

Compensation Increase in Section A, Line 5, Page 1 (i.e., increase was partially budgeted), explain the variance below:

No Variance

6. Please include any additional comments and explanations of Page 4 as necessary:

N/A

**M. CERTIFICATION FORM NO. 2**

**The disclosure document must be signed by the district Superintendent or designee at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.**

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Collective Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Section 3547.5.

\_\_\_\_\_  
**District Superintendent (or Designee)**  
**(Signature)**

\_\_\_\_\_  
2/10/2015

**Date**

Ryan DiGiulio, Assistant Superintendent, Business Services  
**Contact Person**

\_\_\_\_\_  
530-749-6115

**Phone**

**After public disclosure of the major provisions contained in this summary, the Governing Board at its meeting on February 10, 2015 took action to approve the proposed Agreement with CSEA #648.**

\_\_\_\_\_  
**President (or Clerk), Governing Board**  
**(Signature)**

\_\_\_\_\_  
2/10/2015

**Date**

**Special Note:** The Yuba County Office of Education may request additional information, as necessary, to review the district's compliance with requirements.



**L. CERTIFICATION FORM NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF THE COLLECTIVE BARGAINING AGREEMENT**

This disclosure document is intended to assist the district's Governing Board in determining whether the district can meet the costs incurred under the tentative Collective Bargaining Agreement in the current and subsequent fiscal years. This certification page should be signed by the Superintendent and Chief Business Official at the time of public disclosure. Absence of one or both of the signatures should serve as a "red flag" to the district's Governing Board, however, it does not prevent them from taking action on the agreement.

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Official of the Marysville Joint Unified School District, hereby certify that the District can meet the costs incurred under this Collective Bargaining Agreement between the District and CSEA #648 Bargaining Unit, during the term of the agreement from 7/1/14 to 6/30/15.

**Board Actions**

The board actions necessary to meet the costs of the agreement in each year of its term are as follows:

**Current Year**

**Budget Adjustment Categories:**

	<b><u>Budget Adjustment Increase (Decrease)</u></b>
Revenues/Other Financing Sources	\$ _____
Expenditures/Other Financing Uses	\$ <u>22,618</u>
Ending Fund Balance Increase (Decrease)	\$ <u>(22,618)</u>

**Subsequent Years**

**Budget Adjustment Categories:**

	<b><u>Budget Adjustment Increase (Decrease)</u></b>
Revenues/Other Financing Sources	\$ <u>0</u>
Expenditures/Other Financing Uses	\$ _____
Ending Fund Balance Increase (Decrease)	\$ _____

**Budget Revisions**

If the district does not adopt all of the revisions to its budget needed in the current year to meet the costs of the agreement at the time of the approval of the proposed collective bargaining agreement, the county superintendent of schools is required to issue a qualified or negative certification for the district on its next interim report.

**Certifications (check one & sign)**

☐ I hereby certify      ☐ I am unable to certify

\_\_\_\_\_  
**District Superintendent  
(Signature)**

☐ I hereby certify      ☐ I am unable to certify

Re  
\_\_\_\_\_  
**Chief Business Official  
(Signature)**

\_\_\_\_\_  
**Date**

2/3/15  
\_\_\_\_\_  
**Date**

**Special Note:** The Yuba County Office of Education may request additional information, as necessary, to review the district's compliance with requirements.